

August 2, 1988

Docket Nos. 50-390/391
EA 88-65

Mr. S. A. White
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GPA/PA *w/enc*

*SG
Rob*

Dear Mr. White:

SUBJECT: ALLEGED HARASSMENT AND INTIMIDATION (H&I) OF AUTHORIZED NUCLEAR INSPECTORS (ANIs) BY HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY AT WATTS BAR NUCLEAR PLANTS (WBN)

This is in response to a TVA letter from R. Gridley to Stewart D. Ebnetter (NRC) dated May 24, 1988 requesting copies of OI Investigation Reports (2-85-034 and 2-85-034S) on the issue of H&I of ANIs at the Watts Bar plant.

On July 15, 1988, you provided a chronology of your own investigation of the matter which the staff had requested during the Enforcement Conference on May 10, 1988. Accordingly, enclosed are copies of the reports of NRC's investigation.

Portions of the reports dealing with the personal privacy of individuals have been deleted pursuant to Exemption 6 of the Freedom of Information Act. These consisted of addresses in Exhibits 8 and 14.

We will now proceed to evaluate the matter for appropriate enforcement action. If you have any questions, please call your Project Manager, Rajender Auluck at (301) 492-0759.

Sincerely,

ORIGINAL SIGNED BY:
JAMES G. PARTLOW

James G. Partlow, Director
Office of Special Projects

Enclosure:
As stated

cc w/o enclosure:
See next page

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1/1*

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PDR ADOCK 05000390
Q PDC

OFC	:OSP:TVA/LA	:OSP:TVA/PM	:TVA:AD/P	:TVA:DIR	:OSP:DD	:OSP:D
NAME	:MSimms	:RAuluck:as	:SBlack	:SRichardson	:JAxelrad	:JPartlow
DATE	:7/1/88	:7/1/88	:7/2/88	:7/2/88	:7/29/88	:7/29/88

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Honorable Johnny Powell
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Honorable Dan Wade
County Judge
Rhea County Courthouse
Dayton, Tennessee 37321

1 feel could affect the relationship between
2 Hartford Steam Boiler and Tennessee Valley
3 Authority.

4 Q And that's in relationship to being
5 contacted by any outside agency; is that correct?

6 A That's correct.

7 Q And you were the author of that memo?

8 A Yes, sir.

9 BY MR. WILLIAMSON:

10 Q Mr. Robison, are you familiar with an
11 incident wherein an ANI at Watts Bar was refused
12 access to a Watts Bar construction open item
13 list?

14 A Yes, sir. And I don't know who the
15 inspector was. The open items list was
16 maintained by the N-5 unit on site and the
17 inspector wanted to see that in regards to an N-5
18 data package that he was working on.

19 Q Was this an acceptable practice for an
20 inspector to review an open items list?

21 A Yes, sir.

22 Q Okay. Did you ever hear -- did you
23 ever make or hear the statement made that that
24 inspector -- that anybody could have access to
25 that list except that particular inspector?

1 A No, sir, I didn't.

2 Q Did you hear anyone make that
3 statement?

4 A Not that I recall.

5 Q Do you know if the inspector ever
6 received access to the open item list in
7 question?

8 A I believe he did.

9 Q Do you know if he has continued to
10 receive those updated lists since --

11 A We don't receive an updated list. If
12 there's something he would like to check, the
13 procedure was at the time -- I don't know what it
14 is now because I haven't been on the site -- the
15 procedure was at the ~~time~~ that if he wanted to
16 review the open items list that he could go to
17 the N-5 documentation unit and they could show it
18 to him.

19 Q Mr. Robison, was the issue of the flued
20 head piping penetrations ever brought to your
21 attention?

22 A Yes, sir, it was.

23 Q Do you recall when that was first
24 brought to your attention?

25 A The exact date, no, sir.

1 Q I guess I'm really concerned
2 specifically with the disposition of TVA's NCR
3 5609 for Units I and 6420 for Unit II. Do you
4 recall what the disposition of these two NCR s
5 was?

6 A No, sir, I don't.

7 Q Okay. I'm going to -- for the record,
8 I have TVA NCR 5609 and attached documentation,
9 and also TVA NCR 6420 that is available for Mr.
10 Robison's review.

11 Are you aware that NCR 5609 actually
12 included some welds from Unit II?

13 A No, sir, I wasn't aware.

14 Q Would you like to review -- if you
15 would, please, review 5609 and see if that looks
16 familiar to you. I think that document was
17 generated on April 27th, 1984. Do you recall how
18 many welds were in question?

19 A No, sir, I don't.

20 BY MR. MURPHY:

21 Q Is it a significant number or one or
22 two? I mean, are we talking about one or two
23 welds or are we talking 40, 50? I mean, do you
24 have any idea?

25 A The total number of welds, I wouldn't

1 have an idea. TVA would document the total
2 number of welds on a continuation sheet.

3 Q Is it documented there?

4 A Yes, sir.

5 Q Is that a significant number of welds
6 or just -- are we talking about one or two?

7 A It looks to me like there's probably
8 about 25 or so.

9 BY MR. WILLIAMSON:

10 Q To the best of your knowledge, what was
11 the issue with regards to 5609?

12 A 5609 was a result of the penetration
13 assemblies had a, what we call a guard pipe that
14 goes from the flued head around the pipe in the
15 system and there is a weld that's inside that
16 guard pipe. And the question was did that weld
17 have to be inspected during hydrostatic test.
18 And the question that was relayed to me was does
19 it have to be inspected by an authorized
20 inspector during the hydrostatic test.

21 Q This is a TVA weld or a vendor weld?

22 A It's a vendor weld.

23 Q Had it been hydrostatically tested by
24 the vendor?

25 A No, sir.

1 Q It had not. Had the weld been
2 subjected to NDE by the vendor?

3 A I'm not positive whether it had been
4 subjected to any NDE.

5 Q Is there a requirement, ASME Code
6 requirement that this weld be either subjected to
7 hydrostatic testing and/or NDE examination?

8 A Yes, sir. It would have to be
9 subjected to a hydrostatic test and depending
10 upon the class of the piping system it was used
11 on, would depend on the NDE requirements.

12 Q Okay. If it's a Class 2 system what
13 would the NDE requirements be?

14 A I would have to look.

15 Q Is it normally an RT requirement?

16 A I couldn't tell you. I'd have to look
17 in the inspection requirements.

18 Q Is there a requirement that the
19 authorized -- a Code requirement that the ANI
20 visually inspect 100 percent of the welds during
21 hydrostatic testing?

22 A Our answer to that question when it was
23 posed to us was that no, he did not have to
24 inspect 100 percent of the welds.

25 Q Is there a requirement that the ANI --

1 is there a requirement that TVA inspect 100
2 percent of the welds during hydrostatic testing?

3 A Yes, sir.

4 Q Is there a requirement that the ANI
5 witness TVA's 100 percent inspection of these
6 welds during hydrostatic testing?

7 A By witnessing --

8 Q Witnessing the QC inspector.

9 A For example, you making the inspection
10 and me standing over your shoulder?

11 Q Yes. Or being there during the
12 hydrostatic testing.

13 A The authorized inspector is required to
14 be there during the hydrostatic test. Now, the
15 piping systems could be a very short piece or it
16 could be a great long section of piping.

17 Q This was, I believe in most cases,
18 Class 2 piping, some very large main steam
19 piping, safety related piping. Would you agree
20 that these particular vendor welds were
21 inaccessible by virtue of having both insulation
22 and a guard pipe around them?

23 A Yes, sir.

24 Q That is true, so there was no way for
25 them to be visually inspected by anyone, TVA or

1 the ANI?

2 A No, sir.

3 Q Okay. Does the ANI have a right to
4 inspect any of these hydrostatic tests that he
5 wants to? There is a requirement that he witness
6 all -- 100 percent of hydrostatic testing, right?

7 A By 100 percent you mean all hydrostatic
8 tests?

9 Q Yes.

10 A Yes.

11 Q Okay. Does he have the right to look
12 at any weld he wants to look at?

13 A Yes, sir.

14 Q Okay. Why would you ever suggest as a
15 disposition that 100 percent visual inspection of
16 welds is not necessary after the ANI has already
17 indicated there is some questions about some of
18 the welds? And I'm referring to the disposition
19 in part of 5609.

20 A Disposition stating that they didn't
21 have to look at 100 percent of them?

22 Q Well, I think in -- there is a --

23 A Disposition on the NCR --

24 Q Well, there's a letter dated May, the
25 11th, 1984 to Inspector Haston from H.L. Robison,

1 Assistant Regional Manager, and the question
2 posed to Atlanta Regional Office was can we,
3 Hartford Steam Boiler, accept the hydrostatic
4 test or the system when less than 100 percent of
5 the welds has been inspected by the authorized
6 nuclear inspector. And your answer is yes, there
7 are no requirements in the ASME Code which
8 requires that the authorized nuclear inspector
9 witness or examine 100 percent of the welds
10 during hydrostatic test.

11 A That's correct. And that information
12 was via — give to Howard by myself after
13 discussion with Mr. Higginbotham and Mr. Fiegel
14 in our home office.

15 Q Mr. Higginbotham indicated that
16 hydrostatic test has traditionally been performed
17 to locate gross leakage in a system; is that
18 correct?

19 A That's correct.

20 Q Do you agree with that?

21 A Yes, sir.

22 Q It appears that TVA and Hartford were
23 looking for reasons not to do these visual
24 inspections on this testing. The question is did
25 the authorized nuclear inspector have to perform,

1 and you say no. But someone had to inspect those
2 welds?

3 A That's correct.

4 Q Were they inspected? Was there a 100
5 percent inspection on the welds of those flued
6 head penetrations performed?

7 A I couldn't tell you that with all
8 certainty.

9 Q Could they have been performed without
10 removal of the guard rail or insulation?

11 A Well, they couldn't remove the guard
12 piping.

13 Q Couldn't remove the guard piping?

14 A No, sir. That's welded to a piece of
15 that head.

16 Q Could they have inspected the welds
17 without removing insulation?

18 A Not having seen the actual penetra-
19 tions, I couldn't answer that.

20 Q Well, I mean knowing what you know at
21 this juncture, would it be safe to say that the
22 welds that were not examined because they were
23 inaccessible, that the condition of those welds
24 would be indeterminate?

25 A Yes, sir.

1 Q So there was no way of knowing what the
2 condition of those welds was without looking at
3 them?

4 A That's true.

5 Q Okay. Is any amount of leakage
6 permissible in a weld in a safety system?

7 A During the hydrostatic test under
8 construction?

9 Q During the hydrostatic test.

10 A No, sir.

11 Q None. Okay. Let me ask you another
12 question. Why is there a different disposition
13 on Unit II than on Unit I? We're basically
14 talking about the same problems. This Unit II,
15 6420, has yet to be resolved; 5609 was resolved,
16 and there's -- the same problem exists in one
17 unit that exists in the other, but yet this one
18 has not been resolved yet. Can you explain the
19 difference?

20 A No, sir, I can't. But to the best of
21 my knowledge it's under investigation by TVA.
22 Investigation might not be the right word. They
23 are looking into it.

24 Q There was a meeting on January 28th,
25 1986 and I have a letter to the file from W.T.

1 Higginbotham. It does not appear that you were
2 in attendance or --

3 A No, sir.

4 Q -- on distribution.

5 A No, sir.

6 Q There's a statement in here that says
7 the purpose of this meeting was to discuss flued
8 heads and associated piping that was not examined
9 in accordance with Section 3, Division 1 of ASME
10 Code. It was agreed to correct these nonconfor-
11 mances and bring them into compliance with the
12 Code. It says it was also agreed that the
13 existing nonconformance report, which was 6420,
14 addressing these situations will be revised as
15 HSB has found the resolution to the nonconfor-
16 mances unacceptable. It should be noted that
17 upon submission of these nonconformance reports
18 to the Office of Engineering in Knoxville, the
19 Office of Engineering also found the resolution
20 of these nonconformances unacceptable.

21 Okay. Do you know why or what the
22 current status of 6420 is?

23 A No, sir, I don't.

24 Q You do not. Are you not involved with
25 6420?

1 A I'm not involved with TVA at all
2 anymore.

3 Q Okay. Since when?

4 A I believe the official turnover date
5 was September of '85. The exact date I'm not
6 positive of.

7 Q So you haven't had any interface with
8 the people at TVA since then?

9 A No, sir. I have had interface when
10 Chuck's not been available.

11 Q But you're not officially assigned to
12 TVA?

13 A No, sir.

14 Q Okay. Is that the reason you didn't
15 attend this meeting?

16 A I probably wasn't in town when they had
17 that meeting.

18 Q Do you know what role TVA played in the
19 final disposition of 5609, and you were involved
20 in this one, and why Hartford accepted the
21 proposed disposition by TVA?

22 A Okay. Would you ask your question
23 again?

24 Q Yes. What role did TVA play in the
25 final disposition of this NCR, 5609, and why did

1 Hartford accept the proposed disposition?

2 A I'm having a hard time finding the
3 proposed disposition.

4 Q It might not be in here. Where is
5 that -- do you have a better copy of this?

6 (Brief pause.)

7 Q This is a memo from J.C. Standifer,
8 Project Manager for Watts Bar Design Project to
9 Gunther Wadewitz, Project Manager, Watts Bar
10 Nuclear Plant dated May 17th, 1984, subject,
11 Watts Bar Nuclear Plant Nonconformance Report
12 5609. And this was the basis for their use-as-is
13 disposition. Are you familiar with that
14 document?

15 A This should have been part of this.

16 Q Yes.

17 A Yes, sir. I'm aware of this one.

18 Q Okay. Do you know why Hartford
19 accepted that disposition of the NCR?

20 A To the best of my knowledge, this
21 question that was asked by Inspector Haston,
22 dealt with the ANI's looking at 100 percent of
23 the welds and was not addressing the TVA looking
24 at 100 percent of the welds.

25 Q Okay. Did that issue not come up or

1 did that not bother you that there was a weld, a
2 Class 2 system, that could not be visually
3 inspected?

4 A I don't believe the issue was brought
5 to our attention until this other NCR came about
6 which discussed that none of them had been
7 inspected, which is 6420.

8 BY MR. MURPHY:

9 Q Let me ask, do you get copies of the
10 daily inspection records?

11 A Yes, sir.

12 Q They're forwarded to you. I have in
13 front of me, it's the daily inspection record
14 from Howard Haston and it's dated 5-18-84 and I'd
15 like to read a paragraph to you and then I'll
16 show you the document. As you have referred
17 several times that the question involved was
18 whether the ANI reviewed the document. This is
19 what Paragraph 5 says.

20 NCR 5609 revision 0. Contacted A.R.M.
21 Robison to discuss the TVA resolution to the
22 uninspected welds on flued heads. TVA has stated
23 that if we do not accept the disposition they
24 would exclude them from the N-5. Vendors' welds
25 on Tube Turns penetrations assembly was not

1 hydroed by vendor and not inspected by TVA. And
2 I repeated, not inspected by TVA, during hydro
3 test. Use-as-is.

4 Isn't that -- have I confused the
5 question here or have you not seen this document?
6 I'd like you to look at it because it seems to me
7 like the question that you're saying he asked is
8 really not the question that he addresses
9 continuously in these documents, and I'll produce
10 other documents.

11 A Yes, sir. I'm aware of these.

12 Q I mean, are we confused about what the
13 real question is or --

14 A No, sir. The question that was put to
15 us in the Atlanta Regional Office is whether the
16 inspector had to witness 100 percent of the welds
17 and that's the question I think that we addressed
18 in the memo to Mr. Haston.

19 Q Is this what the document is stating?
20 Maybe I misread it.

21 A I think this document came after my
22 memo to Howard.

23 BY MR. WILLIAMSON:

24 Q Let me ask you another question
25 regarding that. Here's a sequence of events

1 starting with 3-9-84 which says, Haston ANI
2 discusses MC welds performed by TVA with H.L.
3 Robinson -- Robison. I guess that's you.

4 A That's me, yes, sir.

5 Q All right. 4-12-84, Haston identifies
6 by 939 -- is that SIS report?

7 A Yes, sir.

8 Q -- to TVA lack of hydro on Tube Turns
9 supplied penetrations and lack of inspections in
10 insulation welds on subsequent TVA hydro test.

11 Okay. 4-20-84, discussion of hidden MC
12 welds between Haston and Bresslar on lack of
13 test. Okay. And then 4-27 a full -- about six
14 weeks later, NCR 5609 is generated identifying
15 Tube Turns' lack of hydro at factory, route
16 caused, designed and not communicate their
17 waiving of hydro. Okay?

18 A Uh-huh.

19 Q And then you wrote a letter -- we have
20 here your letter to him which I'd like to show
21 you and then he writes a letter back to you, I
22 guess, on the 15th saying why he thinks these are
23 important.

24 So this issue was discussed at some
25 length prior to the initiation of this with you

1 and apparently with Mr. Bresslar and I'm not sure
2 who else.

3 A Yes, sir.

4 Q Okay. As I understand it, you're
5 saying that the only thing that was communicated
6 to you was did ANI's have to visually inspect 100
7 percent of the welds.

8 A That's correct.

9 MR. WILLIAMSON: Okay. And what was
10 the date of that document you had, the 18th?

11 MR. MURPHY: Yes, 5-18.

12 MR. WILLIAMSON: 5-18, which was
13 communicated that TVA QC inspectors also did
14 not review those welds; is that correct?

15 MR. MURPHY: Yes. And it reflects that
16 he contacted Mr. Robison on that date and
17 informed him that the welds were not hydroed
18 by TVA.

19 MR. WILLIAMSON: Okay. And he also
20 makes a notation on here. Okay.

21 BY MR. WILLIAMSON:

22 Q My next question is, did the ANI who
23 signed off on 5609 support the decision of
24 Hartford-Atlanta to accept the use-as-is
25 disposition of this NCR?

1 A By the note on this NCR, no, he didn't.

2 Q Okay. Did you know that he was going
3 to write that note on the NCR?

4 A No, sir, I didn't.

5 Q What does that note say?

6 A The ANI's signature per written and
7 verbal directions of H.L. Robison, Assistant
8 Regional Manager, HSBI&I Company, Atlanta,
9 Georgia, H.D.H. 5-18-84.

10 Q Okay. So in your professional opinion
11 does that -- is that personal comment there means
12 -- does that mean that he accepted that disposi-
13 tion or that he was accepting it under some
14 duress?

15 A It means that he accepted it and didn't
16 agree with it.

17 Q Is that a common way of notating
18 disagreements?

19 A No, sir, it is not.

20 Q I'm not -- I don't know if it's
21 accepted. I don't recall seeing it on anything
22 else. But you had had several discussions with
23 Mr. Haston about this --

24 A Yes, sir.

25 Q -- and it had gone up, you said, as far

1 as the Hartford office and Mr. Fiegel?

2 A Yes, sir.

3 Q And it was a unanimous agreement, then,
4 that this was the way that it would be handled,
5 accept as-is?

6 A This NCR?

7 Q Uh-huh.

8 A No, sir. The decision that we arrived
9 at was that the inspectors did not have to
10 witness 100 percent of the tests, the inspectors
11 being our authorized nuclear inspectors, 100
12 percent of the welds in the test. I'm sorry.

13 BY MR. MURPHY:

14 Q Let me read one more document. This is
15 a letter to A.R.M. Robison from H.D. Hasten and
16 it's dated 5-15-84. And the subject is hidden
17 welds and hanger lugs. And it addresses your
18 response.

19 It says, thank you for the response to
20 the problem of welds on flued heads inside the
21 penetration at Watts Bar. Per your response
22 dated 5-11 this question answered was not the
23 question asked. At issue is not whether the
24 ANI's are required to perform 100 percent
25 inspections of all welds during hydrostatic

1 testing but can a weld which is inside
2 penetration assembly and covered by insulation by
3 the penetration vendor be accepted as being
4 tested in accordance with the Code.

5 I'd like you to look at that document
6 and tell me if you've seen this, please.

7 A I don't recall seeing this document.

8 Q You've never seen that document, even
9 though it was addressed to you?

10 A I don't recall seeing it.

11 Q Oh, you don't recall seeing it. Was
12 this issue in the minds — was this issue ever
13 addressed again at a later meeting by Mr. Haston?
14 Did this come up again?

15 A I don't recall it being discussed
16 again.

17 Q In August of 1985 there was a meeting
18 held concerning the letter written by the Group.

19 A Yes, sir.

20 Q Implying that if the inspectors weren't
21 paid more money that they were going to blow the
22 whistle on TVA. Did you attend the meeting
23 concerning that particular letter held here in
24 Atlanta on the 26th of '85, if you can recall?

25 A I was in some of the meetings that were

1 held with some of the inspectors, yes, sir.

2 Q Do you recall Mr. Easton being asked if
3 there were any problems and him implying at that
4 time that he was still not satisfied with the
5 handling of the flued head problems on Unit I?

6 A I don't remember that being discussed,
7 but in reviewing the documentation he submitted
8 to us in regards to the letter from the Group,
9 yes, he did mention that.

10 Q He did mention the fact that he was
11 still not satisfied with the disposition?

12 A Yes, sir.

13 Q Did Hartford not take any action at
14 that time to resolve this problem or did you
15 consider it a ~~dead~~ issue even though earlier on
16 you said that the issues must be resolved to the
17 satisfaction of the ANI's on site. And from the
18 records at least it would indicate that he was
19 not satisfied with the disposition. Did Hartford
20 take any action to go back and review that
21 problem with Unit I to determine whether this was
22 a proper letter of resolution or not?

23 A I'm not positive whether any follow-up
24 action was completed or initiated.

25 Q I'd like to make one more point. On

1 your letter to Mr. Robison dated May 4th, 1984
2 telling him that he could accept that thing, I
3 just want to make -- I'm not real clear in my
4 mind. The letter from you states this: The
5 question was discussed by the writer with W.T.
6 Higginbotham, Senior Regional Manager, who agreed
7 that there was no requirements for 100 percent
8 examination during the weld. Mr. Higginbotham
9 stated that hydrostatic testing has traditionally
10 been to locate gross leakage in the system.

11 Surely we're not saying that a minor
12 crack resulting in a very minor leak is
13 acceptable here?

14 A No, sir, we're not.

15 Q Are we accepting any kind of leak?

16 A No, sir.

17 Q Is this a correct statement, then?

18 A The statement -- you'd have to ask Mr.
19 Higginbotham.

20 Q I mean, you --

21 A My estimation of what the gross leakage
22 is is not gross leakage. Any leaks that is found
23 during the hydrostatic test would be considered
24 unacceptable by Code.

25 Q Are you agreeing with this statement?

1 A That we're testing for leakage?

2 Q No. It traditionally has been to
3 locate gross leakage.

4 A The word gross is probably not -- is
5 not an appropriate term.

6 Q Then you wouldn't agree with gross
7 leakage? I guess you'd either agree with gross
8 leakage or -- is any leakage acceptable?

9 A No leakage is acceptable.

10 Q No leakage is acceptable. Then the
11 word gross leakage is kind of --

12 A Is a misleading statement, yes, sir.

13 Q Then you wouldn't agree with the
14 terminology?

15 A No, sir.

16 Q Thank you.

17 BY MR. WILLIAMSON:

18 Q NB 6121, are you familiar with that?

19 A I know where it's at and I can read it,
20 yes, sir.

21 Q It says all joints including weld
22 joints shall be left uninsulated and exposed for
23 examination during the test. Who is this
24 referring to, examination by who?

25 A By the certificate holder who's

1 responsible for the insulation of the system.

2 Q So this would be a QC inspector?

3 A Yes, sir.

4 Q If that's not done, does the ANI have
5 any responsibility to report that as a deviation
6 from Code?

7 A If he knows that there is a weld back
8 there, and the only way he would know that is by
9 looking at the customer supplied drawing, then he
10 should notify the QC inspectors.

11 Q Which Mr. Haston apparently had access
12 to back in March when he discussed the welds in
13 March and April. What I'm saying is, would it be
14 a normal function of an ANI to report through SIS
15 939 or NCR -- I'm talking about if he knows that
16 an inspector, QC inspector, is not looking at 100
17 percent of the welds, does he have a
18 responsibility under the Code or to Hartford, is
19 it instilled in these people to report this as a
20 deviation from Code?

21 A He would report that -- put report in
22 like quotes -- he would report that by not
23 signing the hydrostatic test report which would
24 cause TVA to question it. TVA would then look at
25 the system to find out why he wouldn't sign it

1 and he would tell them.

2 Q By the time this issue -- by the time,
3 after six weeks, by the time 5609 was written,
4 reviewed, discussed and was eventually signed off
5 on on 5-18, basically three weeks, I guess, 21
6 days, was there any doubt in your mind that both
7 TVA and Hartford Steam Boiler, Atlanta, and even
8 corporate, Knoxville corporate, knew about these
9 vendor welds which were inaccessible that had not
10 been inspected during the hydrostatic testing?

11 A I would say we knew about it, yes, sir.

12 Q There's a -- in a letter here from Mr.
13 Standifer to Mr. Wadewitz that I mentioned
14 earlier regarding the resolution -- let me find
15 one I can read here. There's about 5,000 Xerox
16 copies. I need an explanation from you regarding
17 this thing.

18 In this letter that we referenced
19 earlier, May 17th, 1984, J.C. Standifer to
20 Gunther Wadewitz, Project Manager, it says that
21 this Nonconformance 5609 was made significant for
22 the sole purpose of documenting the use-as-is
23 disposition if the ANI could not accept the
24 disposition. This would require removing the
25 aforementioned Tube Turns welds from the N-5

1 program. If the ANI cannot accept the use-as-is
2 disposition this will require no further action
3 -- if the ANI can accept.

4 That says to me that if the ANI can't
5 accept this disposition that we have offered, TVA
6 has offered, we'll just take it off the N-5
7 program.

8 A Yes, sir.

9 Q And it won't be an issue any more. Is
10 that routinely done? Is that acceptable by Code?
11 Is that acceptable?

12 A The N-5 lists the systems for the
13 particular piping system. TVA's containment
14 vessel is a non-Code vessel and the penetrations
15 going through it were made as part of the vessel
16 itself and they wanted to list all those
17 penetrations separately on a separate N-5 because
18 they were Code stamped items. And there was a
19 great deal of discussion at the beginning of the
20 N-5 program as to whether or not they would
21 include the penetrations at all.

22 Q Did they have any option? I mean
23 that's safety system, Class 2, some of it is main
24 steam.

25 A They considered the penetrations to be

1 part of the containment vessel, not the system.

2 Q Did Hartford have any concern with the
3 potential of deleting this from the N-5 program
4 to avoid having the ANI sign off on it?

5 A No, sir. TVA was the one that would
6 determine the boundaries that would be included
7 in their Code systems. TVA, I mean the owner.

8 Q But then the ANI or Hartford who was
9 inspecting this plant to Code is required to see
10 that the systems are, first, you know, fabricated
11 and installed and inspected to Code; is that
12 correct?

13 A That's correct.

14 Q So would that not be a deviation from
15 the Code if they just arbitrarily take these out
16 of the Code and if they did that, do they do
17 that, just arbitrarily remove them or do they
18 have to have some special permission to remove an
19 item from the N-5 data package?

20 A By permission, whose permission would
21 they have to get? That's my question.

22 Q That's my question.

23 A As I understand the Code, the owner,
24 TVA Power side, determines the Code boundaries,
25 et cetera, and they give those to TVA

1 construction. Now, if that penetration was
2 considered to be part of a containment vessel,
3 then the piping system up to the weld on the
4 penetration, from there on into the system would
5 be considered a Code system.

6 Q Let me ask you a personal question. As
7 a former inspector -- you were an authorized
8 nuclear inspector; is that correct?

9 A Yes, sir.

10 Q And as a supervisor, do you think that
11 actions such as this is a deterrent to the ANI
12 being vigilant in his inspection effort? I mean,
13 if I know that if I make an issue out of
14 something, it doesn't really matter whether I
15 sign off or not, they're going to remove it from
16 the N-5 data package, so is it really worth the
17 hassle of arguing with people about it? Do you
18 think that's a deterrent?

19 A No, sir. I do not feel it's a
20 deterrent.

21 BY MR. MURPHY:

22 Q Do you think a statement made like this
23 as a suggested disposition of a nonconformance
24 report is -- can be viewed as a method of intimi-
25 dating the ANI, inasmuch as we're saying you

1 either do, you know, accept it or we'll take it
2 out of your control? How do you view that
3 professionally and personally?

4 A Professionally, the owner has the
5 responsibility for defining the boundaries. If
6 they came to me personally and presented that to
7 me, if that's what they want to do with their
8 system, that's fine. It wouldn't sit very well.

9 Q I mean, they're committed, as I
10 understand it, in their FSAR, to define
11 boundaries, which I think are defined in FSAR.
12 I'm not a Code expert, but as I understand it,
13 there's one or two things happen in these
14 instances. Either they're inspected as Code
15 requirement or somehow removed from the FSAR. Is
16 that a fairly accurate evaluation or not?

17 A The owner determines what has to be
18 inspected by the rules of Section 3, ASME Code.

19 Q And he commits to that, right?

20 A He commits to that, yes, sir.

21 Q If they didn't commit to something of
22 this order, there wouldn't be an ANI up there to
23 begin with.

24 A That's correct.

25 Q They wouldn't need them. So you have

1 an ANI who is committed to inspect the items
2 which have been identified as Code items; is that
3 correct -- to him?

4 A That's correct.

5 Q Otherwise this problem wouldn't be a
6 problem.

7 A That's correct.

8 Q Okay. You wouldn't need to disposition
9 this thing away. And as a professional, it
10 really doesn't make a whole lot of difference to
11 you whether they are able to take these things
12 out of -- once they're committed to -- whether
13 they take it out of your control or not? You
14 obviously have inspected, have found the problem,
15 and one of their suggested dispositions is we'll
16 just remove it from your control. That doesn't
17 bother you as a professional? And it's an
18 opinion, I'm asking for an opinion.

19 A The owner is the one that makes that
20 determination, which is the TVA corporate people.
21 And they've made some decisions, for example like
22 that, if they wanted to remove it they could
23 remove it. They've also made some decisions that
24 they have installed some stuff under their non-
25 Code activities that they've wanted to change to

1 Code and they have gotten us involved with the
2 removal of an entire system and putting it back
3 in under Code compliance. So they do make
4 decisions like that, yes, sir.

5 Q But there's a method for upgrading
6 material; isn't that correct?

7 A Yes, sir.

8 Q Is this an acceptable method for -- I
9 guess we're saying we're doing downgrading.

10 A What they would do is include that in
11 the documentation for the containment vessel,
12 which would then be presented to, I guess, the
13 jurisdiction or the NRC.

14 BY MR. WILLIAMSON:

15 Q One more question here on this. Do you
16 acknowledge that Inspector Haston did not agree
17 with the disposition of 5609?

18 A Yes, sir. I do acknowledge that.

19 Q Were you aware of that at the time that
20 he signed off on it?

21 A On this document?

22 Q Right.

23 A I was aware that he didn't have a good
24 feeling about signing the document. I wasn't
25 aware that he was going to put that statement on

1 the NCR.

2 Q Have you ever seen this before?

3 A Oh, yes, sir. I've seen it before.

4 Q Okay. Now, it appears --

5 A Excuse me.

6 Q Yes, sir.

7 A This is a TVA document and that's a
8 Hartford statement.

9 Q Okay.

10 BY MR. MURPHY:

11 Q Is that a routine statement?

12 A No, sir, it's not.

13 BY MR. WILLIAMSON:

14 Q It appears that the disposition for
15 5609, use-as-is, and the disposition for 6420,
16 use-as-is, is the same. However, the disposition
17 on these two documents is not acceptable to
18 Hartford. 5609 was acceptable and was signed
19 off. 6420 has not been accepted and I think --
20 and it's been communicated to TVA that it's not
21 acceptable to use as-is, that there's some other
22 means that will have to be employed which I
23 understand are fiber optics, moisture-sensitive
24 tape and even the possibility of removing some
25 insulation, a window at least in some insulation

1 to give access to these --

2 A Uh-huh.

3 Q -- welds. My question is, if it -- you
4 know, if it's a problem in Unit II, why wasn't it
5 a problem in Unit I?

6 A To the best of my knowledge, it's still
7 a problem in Unit I and this disposition in this
8 one is being reevaluated.

9 Q Okay. My next question is, was
10 Hartford under any pressure from TVA to accept
11 this disposition or resolution of this?

12 A No, sir.

13 Q That's a very important question.

14 A I have never been under any pressure
15 from anyone at TVA to sign any documents. As far
16 as I know, none of my inspectors that I supervise
17 have been either.

18 Q Okay. You've never been threatened by
19 TVA with termination of the contract for refusing
20 to sign or to change a decision that you felt was
21 right?

22 A No, sir.

23 Q Okay. Let me -- there's something that
24 came up during our interviews and inquiries that
25 specifically involved you, was in 1984 -- and I'm

1 not exactly sure of the month — you were subbing
2 as an ANI I think at Watts Bar for a short period
3 of time. Do you recall that?

4 A Yes, sir. I did that.

5 Q Okay. And there was an instance where
6 I think you refused to sign off on an N-5 data
7 package from a vendor regarding a valve that had
8 not been signed off on. It was my understanding
9 that you were instructed by Mr. Higginbotham to
10 send that documentation back to TVA and then
11 subsequently told by Mr. Higginbotham to just not
12 worry about, to go ahead and sign that off. Do
13 you recall that?

14 A I don't recall that situation, no.

15 Q Do you know if Mr. Higginbotham was
16 influenced by TVA in any way to --

17 A While I was at the site I couldn't
18 tell, you know, whether --

19 Q Do you recall this incident, though?

20 A I don't recall it specifically.

21 Q It was related to me that you were kind
22 of unhappy about, you know, about this former
23 inspector who didn't sign off on this and there
24 was some question as to whether it had been, you
25 know, inspected properly at the vendor or why it

1 hadn't been signed off on. And you had a little
2 concern about that.

3 A I would have to review the
4 documentation to refresh my memory on it.

5 Q Okay. Let me ask you this. You said
6 that you thought this was being reviewed, 5609.
7 When this was completed you signed off on an N-3
8 package for Unit I --

9 A That's correct.

10 Q -- which basically says everything
11 there is as per ASME Code.

12 A That's correct.

13 Q Everything is acceptable.

14 A To the best of my knowledge.

15 Q To the best of your knowledge, that you
16 don't personally look at them but you look at --
17 I understand that -- for Unit I. You signed off
18 on that. Well, now that this is being
19 reevaluated and there's still questions
20 unanswered about the flued head, what's the
21 status of the N-3 package for Unit I?

22 A If --

23 Q Is that a consideration? Have y'all
24 said, what are we going to do about that? We'll
25 recall it, we're going to --

1 A We being TVA or---

2 Q Hartford, Hartford. You, as a signer
3 of those documents, as accepting that that work
4 has been done and reviewed and inspected in
5 accordance with ASME.

6 A I have not been involved with any of
7 the discussions because that's -- Chuck is
8 handling that now and Mr. Higginbotham. However,
9 if they want me to go back up and review the
10 documentation and everything is satisfactory, I
11 would sign the document again.

12 BY MR. MURPHY:

13 Q With the same disposition? Is that
14 what you're saying?

15 A If this document was reviewed and
16 changed and it affected the N-3 and they had to
17 revise the N-3 and wanted my signature on the
18 revised N-3, yes, sir, I'd sign it.

19 Q Once it's --

20 A If they come up with something else not
21 even reflected to that that they wanted to
22 correct.

23 BY MR. WILLIAMSON:

24 Q Did you ever have any discussions with
25 Walt Joest or Mark Bresslar of TVA's Codes and

1 Standards about the flued head piping penetration
2 problems?

3 A I suspect that if through the course of
4 that four weeks, five weeks, whatever, yes, sir,
5 I probably was in contact with them.

6 Q I've been told that at least Mr.
7 Bresslar is somewhat of a Code expert and serves
8 on, I guess, the National Board or --

9 A The ASME Code Committees, yes, sir.

10 Q The ASME Code Committee. Have you
11 found any pressure or influence from him to
12 accept or change a decision made by you as a
13 result of his position on that committee?

14 A No, sir.

15 Q In retrospect, there's some question
16 about the disposition of 5609, use-as-is, and
17 6420. Just for the record and once again for my
18 clarification, what was the -- your justification
19 for overriding the decision of the inspector
20 which was, I think, obvious that he didn't agree
21 with the TVA disposition or at least thought that
22 there was more work needed to be done? What was
23 your justification for overriding him in this
24 particular case?

25 A The conversation held between myself

1 and Mr. Higginbotham and Mr. Fiegel.

2 Q Okay. Would there have been any other
3 way to resolve that issue?

4 A This problem? There's all kinds of
5 ways.

6 Q How?

7 A Well, one of the ways, they could have
8 rehydroed all the systems. The other way would
9 have been to exclude them from the N-5, and I'm
10 sure TVA could have come up with some other
11 acceptable or unacceptable methods of doing
12 things. But we haven't discussed any of those.

13 BY MR. MURPHY:

14 Q Just a couple of follow-up questions.

15 Was there a period of time that
16 Hartford here in Atlanta did not have a contract
17 with TVA? I mean that you were working on the
18 site and it wasn't like you terminated work, but
19 there was a period of time between contracts?

20 A Between contracts?

21 Q When you didn't have a written
22 contract.

23 A I am not aware of that.

24 Q You're not aware of earlier this year
25 there was a period of time when a contract did

1 not -- a written contract did not exist?

2 A No, sir, I wasn't aware of that.

3 Q I'm not sure either, but someone has
4 told -- we've been told by several sources that
5 there was a period of time when you were
6 negotiating the contract and that you might have
7 had an extension of the current contract, but
8 that one contract had actually expired.

9 And you say that there is some specific
10 document or authority that gives you the author-
11 ity to override or change a decision of an ANI?
12 I don't mean in generalities that you're his
13 supervisor, because I think the documents I've
14 look at talk what the supervisor's job is with
15 some specifics. Did you know of any specific
16 that says yes, as a supervisor in an authorized
17 nuclear agency I can override the decision of an
18 ANI?

19 MR. LYONS: Can I comment. I thought
20 there was earlier testimony that the ANI was
21 Hartford Steam Boiler, the agency. I mean,
22 that that was the decision. I thought that
23 that had been discussed that Hartford Steam
24 Boiler would be the agency that would be
25 the decision --

1 BY MR. WILLIAMSON:

2 Q But you indicated that there was a
3 provision for overriding; is that correct?

4 A I believe there is, yes, sir, in one of
5 our handbooks.

6 BY MR. MURPHY:

7 Q Could you locate that for us, you know,
8 after we complete this. We'd appreciate it.

9 I have one other question and I need
10 some clarification, and I guess I'd like to
11 remind you that we're doing this under oath.

12 Have you ever heard the statement made
13 after the call from Walt Joest or any other time,
14 that any ANI that causes us to lose the TVA
15 contract will be fired?

16 A No, sir, I have not heard that.

17 Q Never heard that statement. That's all
18 I have.

19 BY MR. WILLIAMSON:

20 Q I've got two more questions. One is a
21 clarification; you indicated that the discussions
22 about 5609 were limited in scope to whether the
23 ANI had to physically perform 100 percent visual
24 inspection during hydrostatic testing.

25 A That's my recollection, yes, sir.

1 Q Okay. Was it not a consideration
2 between you, Mr. Higginbotham, Mr. Ireland and
3 all these other people who have a lot of years of
4 inspection experience, was it not a consideration
5 that each weld in a system that was being
6 hydroed, a safety system, had to be inspected,
7 visually inspected, not by Hartford but by QC
8 inspectors and was that ever communicated to your
9 ANI in the field?

10 A I believe that it was communicated -- I
11 don't know whether it was written or verbal --
12 that the client, TVA, is the one responsible for
13 looking at 100 percent of the welds. And as the
14 documents show we communicated to our inspectors
15 that we do not have to look at 100 percent of the
16 welds.

17 Q Okay. And if this insulation was not
18 removed, you agreed, I think, that the welds if
19 they could not be visually inspected, could be
20 considered indeterminate?

21 A Yes, sir, I would have to agree with
22 that.

23 Q Okay. And there's a possibility that
24 there's some documentation that was signed off by
25 TVA saying these welds were inspected as part of

1 the system, which was subsequently reviewed and
2 accepted or verified by Hartford Steam Boiler
3 personnel?

4 A That would be a true statement, yes,
5 sir.

6 Q Do you feel any pressure now from
7 either your management or from TVA's management
8 that would affect any of the decisions that
9 you've made regarding -- as a supervisor --
10 regarding disposition of ANI's or any other
11 issues regarding ANI's in the field?

12 A No, sir.

13 Q Is there any influence, passively,
14 overtly, any influence placed on you by either
15 your boss or by TVA?

16 A No, sir.

17 Q Okay.

18 BY MR. MURPHY:

19 Q I have a couple more. There was a
20 discussion, I think we talked about, with Charles
21 Christopher about some processing of some N-5
22 packets.

23 A Yes, sir.

24 Q And a kind of a problem existed? Did
25 either Charles Christopher or one of the ANI's at

1 the site tell you that Christopher had looked
2 into the possibility of having those ANI's
3 removed from the site? Was this communicated
4 either by Christopher or --

5 A To the best of my recollection I don't
6 recall anything like that. But that -- I would
7 have to also tell you that that's a standard
8 thing that we hear from our clients, you know,
9 they'll go somewhere else. We hear it all the
10 time.

11 Q And you don't view this as a threat?

12 A No, sir, I don't view that as a threat.

13 Q Okay. Is there a lot of other places
14 they can go?

15 A You want an honest answer, no, there's
16 not.

17 Q Okay. And there's one more last
18 question. I guarantee it's my last.

19 There was a meeting -- after the call
20 from Mr. Joest and after -- there was a meeting
21 held either here in Atlanta or Sweetwater. Do
22 you recall what that meeting was -- the contents
23 of that meeting was? We've addressed this memo
24 previously, but what was the basis for bringing
25 those people in here?

1 A If you could be more specific I could
2 help you out, I think, but I --

3 Q Mr. Joest apparently called and filed
4 some form of concern about them going to QTC.
5 When this happened the ANI's at the site were
6 called here to Atlanta to attend the meeting. Do
7 you recall that meeting?

8 A I think I recall what you're talking
9 about. I want to get my mind right. Mr.
10 Higginbotham and Mr. Ireland and myself went to
11 Knoxville and I believe this was after the letter
12 from the Group. We went to Knoxville and we met
13 with Clarence Roberts, Mark Bresslar and Walt
14 Joest in regards to the letter from the Group,
15 and I believe Mr. Higginbotham went to visit -- I
16 don't remember the gentleman's name but it was
17 someone in the corporate offices that was dealing
18 with the contract. It might have been Mr. Kelly,
19 but I'm not positive of who he visited.

20 And the purpose of that meeting was to
21 continue, I guess, our discussions with TVA about
22 the memo from the Group and to assure them that
23 we were going to do whatever necessary to
24 continue the relationship that we had built up in
25 the past. In order to alleviate some of the

1 concerns, a decision was made that I would be
2 relieved as the construction supervisor and that
3 the entire TVA operation was going to be brought
4 under Chuck Ireland. That had been bounced back
5 and forth for many years and I was in the process
6 of getting my in-service supervisor's endorsement
7 so that I could take over the entire TVA account.
8 So that was done just to give TVA a good feeling.

9 When we started to leave we asked if
10 there was any other concerns and it was related
11 to us that they were having a problem, what they
12 saw as a problem, with the ANI's spending too
13 much time with the Quality Technology Corporation
14 group over there.

15 We went from the corporate offices to
16 Sweetwater and we had the two ANI's that were at
17 the Watts Bar site over and discussed with them
18 that particular situation and it was discussed
19 with them again when we gave them the guidelines
20 that if they were going to discuss anything with
21 them, we didn't want to deny them any access to
22 either the NRC, any of the safety groups, QTC or
23 anybody, but we wanted to know, first of all,
24 what they were going to talk about to -- you
25 know, so that we would be aware of it more than

1 anything else.

2 Q This wasn't designed to be a dressing
3 down or straightening out of the ANI's at Watts
4 Bar?

5 A I wouldn't consider it that, no.

6 Q During this meeting did Mr.
7 Higginbotham raise his voice, let's say, and
8 imply that these guys would straighten up and do
9 what they're out there to do or he'd find
10 somebody else to replace them?

11 A No, sir. I don't believe that was -- I
12 think we all raised our voices a little bit, if
13 you will, that's a fact. Because when you get
14 five or six guys in a group and you're discussing
15 the thing, you know, in order to get your point
16 across I think you have to speak loudly
17 sometimes. But as far as raising his voice and
18 telling them he would get somebody else, I don't
19 believe that was ever said.

20 Q Mr. Higginbotham wasn't disturbed then
21 about them -- he didn't imply during the
22 conversation he was disturbed about them going to
23 QTC?

24 A I think he implied that he was
25 disturbed in the manner in which it was being

1 done. The thing is that we were finding out
2 about it after it had already happened. But we
3 would never deny them access to anyone.

4 Q I guess one of the things that QTC was
5 doing was granting full confidentiality. In
6 other words, that anyone going to them with any
7 concerns was granted confidentiality. Was that
8 subject ever broached?

9 A Not that I know of. The TVA has a
10 newspaper that they publish the toll-free number,
11 the local number and all that stuff and it says
12 basically the same thing that you've related,
13 that there's confidentially -- whatever -- was
14 assured. That nobody would know who turned them
15 in.

16 Q At that meeting in Knoxville was there
17 any indication that TVA was giving any hard
18 thought to replacing Hartford as their inspection
19 agency?

20 A There was no outright voicing of that
21 opinion, no.

22 Q Did you -- from the discussion, did you
23 gain that impression?

24 A From the discussion at that meeting,
25 no, sir.

1 Q Any meeting?

2 A We have had discussions here in this
3 office that would indicate yes, that they were
4 considering that. And I think that was only
5 justifiable if Hartford was a member of their
6 group. And that was of concern, you know, that
7 we wanted to protect our reputation, that we
8 hadn't been or weren't participating with that
9 letter and the Group, and that's what we were
10 trying to assure TVA.

11 Q And did, in fact, Mr. Ireland and you
12 switch positions at that time?

13 A The supervisory positions?

14 Q Yes.

15 A Yes, sir.

16 Q And there wasn't a time delay involved
17 in that at all?

18 A No, sir. The only thing I'll have to
19 add to that is that the — it was verbally
20 committed to Mr. Bresslar, Mr. Joest and Mr.
21 Roberts that if Chuck had a problem with the QC
22 program -- QA program, rather -- that if he had
23 any questions he could come to me and we all made
24 that commitment to the TVA folks because I'd been
25 working with it since '79, so I was familiar with

1 the program.

2 Q Did Mr. Bresslar or Mr. Joest later
3 call, to your knowledge, call Mr. Higginbotham
4 and indicate that they wanted you to remain in
5 that position as supervisor of the TVA?

6 A I think they had indicated that at the
7 meeting and they indicated that again to Bill, I
8 believe, but I'm not positive if they called.
9 But they did indicate that at the meeting we were
10 at.

11 BY MR. WILLIAMSON:

12 Q There was a subsequent meeting in
13 Sweetwater where the discussion centered around,
14 I think, customer relations. Were you and Mr.
15 Ireland asked to leave the room and the
16 conversation between Mr. Higginbotham and the
17 ANI's pursued? Do you recall that?

18 A Yes, sir. We were asked.

19 Q But you don't know what transpired in
20 the room?

21 A No, sir, I do not.

22 Q Okay. Was it communicated to you what
23 was transpired -- what was communicated in the
24 room after you left?

25 A Mr. Higginbotham indicated to us that

1 it was dealing with customer relationships and
2 the proper methods of going through channels and
3 how to approach the problem.

4 Q Did you overhear any of the
5 conversation?

6 A No, sir, I didn't.

7 Q Do you have any idea what that
8 conversation might have been about?

9 A No, sir.

10 Q Okay. Do you think it might have been
11 a calibration session?

12 A Calibration session?

13 Q As Mr. Murphy said, a dressing down?

14 A Not being privy to the conversation,
15 I'm not sure what went on.

16 Q Is there any additional information
17 you'd like to add to the record regarding your
18 testimony? Anything that you'd like to add or
19 discuss in any greater detail or --

20 A I can't think of anything.

21 Q Okay.

22 A I do have one question. If you'll give
23 me the date of the -- that one incident that you
24 talked about where I was subbing as the ANI, I'll
25 see if I can find some documentation about what

1 that problem was.

2 Q Okay. Mr. Robison, have I or any other
3 NRC representative threatened you in any manner
4 or offered you any reward for your testimony
5 today?

6 A No, sir.

7 Q Have I — have you given this statement
8 freely and voluntarily?

9 A Yes, sir, I have.

10 Q Is there anything else that you'd like
11 to add to the record?

12 A No, sir.

13 Q Once again, we thank you for your
14 cooperation and agreeing to being interviewed by
15 the Office of Investigations. This interview is
16 concluded at 11:30 on May the 2nd, 1986.

17 (Proceedings concluded.)
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CERTIFICATE OF OFFICIAL REPORTER

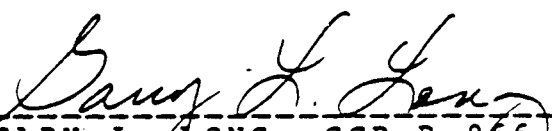
This is to certify that the attached proceedings before the UNITED STATES NUCLEAR REGULATORY COMMISSION in the matter of:

INVESTIGATIVE INTERVIEW
OF HAROLD LEE ROBISON

Suite E-301, 1117 Perimeter Center West
Atlanta, Georgia

On May 2, 1986

were held as herein appears, and that this is the original transcript thereof for the file of the United States Nuclear Regulatory Commission.



GARY L. LONG, CCR-B-966
Official Reporter

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ORIGINAL
UNITED STATES
NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF:

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INVESTIGATIVE INTERVIEW OF
WILLIAM HIGGINBOTHAM

LOCATION: ATLANTA, GEORGIA

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BEFORE THE NUCLEAR REGULATORY COMMISSION

INVESTIGATIVE INTERVIEW
BEFORE THE OFFICE OF INVESTIGATIONS

MAY 2, 1986

1117 PERIMETER CENTER WEST, SUITE E-301
ATLANTA, GEORGIA

12:35 P.M.

BEFORE INVESTIGATOR E.L. WILLIAMSON

APPEARANCES:

DANIEL D. MURPHY, Investigator, U.S.N.R.C.

CHARLES M. LYONS, Assistant Counsel, H.S.B.I.&I.

WILLIAM THOMAS HIGGINBOTHAM, Regional Manager,
H.S.B.I.&I.

P R O C E E D I N G S

1
2 MR. WILLIAMSON: For the record, it
3 is now 12:35. This is an interview of
4 William Higginbotham who is employed by the
5 Hartford Steam Boiler Inspection and
6 Insurance Company. The location of this
7 interview is 1117 Perimeter Center West,
8 Suite E-301, Atlanta, Georgia.

9 Present at this interview are Mr.
10 Charles M. Lyons, Assistant Counsel for
11 Hartford Steam Boiler Inspection and
12 Insurance Company, E. L. Williamson and
13 Daniel D. Murphy, Investigators, U. S.
14 Nuclear Regulatory Commission.

15 As agreed, this is being transcribed
16 by a court reporter.

17 First of all I'd like to thank you,
18 Mr. Higginbotham, for taking this oppor-
19 tunity to talk with us and agreeing to be
20 interviewed by the Office of Investigations.

21 Would you please stand and raise your
22 right hand and I'll swear you in.

23 WILLIAM THOMAS HIGGINBOTHAM,
24 being first duly sworn, was examined and testi-
25 fied as follows:

EXAMINATION

1
2 BY MR. WILLIAMSON:

3 Q Mr. Higginbotham, for the record, would
4 you please state your full name and your
5 position?

6 A William Thomas Higginbotham, Regional
7 Manager, Engineering Services Division, Hartford
8 Steam Boiler, Atlanta.

9 Q Okay. And how long have you been in
10 the employ of Hartford Steam Boiler?

11 A Sixteen -- sixteen years one month.

12 Q Prior to becoming the regional manager
13 for the Hartford Steam Boiler Atlanta office,
14 what was your position?

15 A Assistant manager, Domestic, SIS
16 Division, home office.

17 Q And the home office is Hartford,
18 Connecticut?

19 A Hartford, Connecticut.

20 Q Prior to that, your tenure with the
21 home office, where were you?

22 A I was regional manager -- senior
23 regional manager for Hartford Steam Boiler,
24 Atlanta.

25 Q Okay. And prior to that employment?

1 A I was regional manager, SIS Division,
2 Hartford Steam Boiler, Los Angeles.

3 Q Okay. And prior to that employment?

4 A I was supervising inspector, Insurance
5 Engineering, Los Angeles.

6 Q Okay. And before coming to work for
7 Hartford, who were you employed by?

8 A Immediately prior to coming to work for
9 Hartford I was employed by San Diego Marine
10 Construction Company, San Diego, California.

11 Q In what position?

12 A Foreman.

13 Q Okay. Let me ask you a couple of
14 questions about the authorized nuclear
15 inspectors, hereafter referred to as ANI's. What
16 is the purpose of the ANI on a nuclear plant
17 site?

18 A To provide third-party inspection under
19 the requirements of the American Society of
20 Mechanical Engineers Code, to assure that to the
21 best of his ability and knowledge the minimum
22 requirements of the ASME Code are met prior to
23 signing the manufacturer's data reports and prior
24 to authorize the component or items to be
25 stamped.

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1 Q Is their presence required by the
2 state, by TVA or by the NRC? What is the
3 document that requires these people -- or the
4 agency that requires these people to be present
5 on the nuclear site?

6 A The American Society of Mechanical
7 Engineers Code is the document that requires them
8 to be present if the items are going to be
9 certified to be in compliance with the ASME Code.

10 Q Okay. In your opinion what is the
11 relationship between Hartford Steam Boiler,
12 Atlanta personnel and the ANI's in the field?

13 A Management personnel?

14 Q Uh-huh. And the field personnel.

15 A You mean our professional relationship?

16 Q Professional and personal.

17 A Well, the professional relationship is
18 a supervisor as required by the ASME Code. And
19 the supervisor's function is to provide guidance
20 and to answer the inspector's questions, to
21 perform the audits that are required by the Code.

22 Collateral duties are administrative
23 duties that must performed by the supervisor,
24 such as performance appraisals, salary
25 adjustments, salary administration and all those

1 administrative items.

2 Q What about the personal relationship
3 with these individuals?

4 A I think it's good.

5 Q All right. What is the relationship
6 between HSB-Atlanta and site management
7 personnel, TVA site management personnel?

8 A We interface with the site personnel.
9 We also interface with the corporate personnel.

10 Q Who is the point of contact for you at
11 the site?

12 A Today?

13 Q Today.

14 A I could not tell you.

15 Q Okay. Who has it been in the past? Is
16 there a designee?

17 A Yeah, there is a designated contact but
18 it's been -- it's been a long time since I did
19 any work at the site other than attend meetings.

20 Q Okay. Would it be the Office of
21 Construction project manager?

22 A I don't think so. I think that would
23 be Knoxville. It may be the site project
24 manager.

25 Q Yes, that's what I mean.

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1 A Yeah, yeah, the project -- it could be,
2 or it could be his designee.

3 Q Well, I think that's a requirement --
4 the owner's responsibility, the project manager
5 at each nuclear site.

6 Do you know what the QA Manual reflects
7 as being your point of contact?

8 A I do not.

9 Q Do you know what the relationship
10 between, or can you elaborate on the relationship
11 between HSB-Atlanta and TVA corporate and who you
12 have the most contact with?

13 A I personally have most contact with?

14 Q You or your office.

15 A My office has contact with Knoxville,
16 primarily with Mark Bresslar or Walt Joest.

17 Q And what position do they hold?

18 A Mark's title is Codes and Standards, I
19 believe, and the Nuclear Design, and Walt is his
20 assistant.

21 Q What is the contractual or regulatory
22 basis for this relationship that you have with
23 the corporate people? I mean do you have a
24 contract with TVA?

25 A Yes, we have a contract. Yes.

1 Q Okay. To what extent is that contract
2 -- to what extent is it binding on Hartford?
3 What does it require of you people to do, your
4 people?

5 A It requires us to perform the duties as
6 required by the ASME Code and the ANSI documents.

7 Q What's the current status of that
8 contract? I mean is that --

9 A It's just renewed.

10 Q Just renewed.

11 A It expires March the 31st, 1987.

12 Q You've had that contract continuously
13 since when?

14 A '77, I believe.

15 Q And there's never been a break in it?
16 Has there ever been a break in it?

17 A Not to my knowledge. There's been a
18 break in the contract, but through verbal
19 agreement we extended it. But to the best of my
20 knowledge --

21 Q Who is the contract administrator for
22 TVA in its dealings with Hartford?

23 A We have dealt with Asa Kelly in the
24 past. I believe that the contract administrator
25 today is Gerald Minton.

1 Q Okay. Who is the administrator for
2 Hartford who interfaces for Hartford with TVA
3 regarding contract negotiations?

4 A Any one of us.

5 Q You?

6 A I may do it. In the past Robbie may
7 have done it. I don't think Ireland's been
8 involved in any of it.

9 Q Okay. We touched on this before, but
10 specifically what are the ANI's on the site
11 responsible for?

12 A They're responsible to be involved in
13 the construction, nuclear construction -- Code
14 construction, I'll say -- to the extent that they
15 deem necessary so that they will be in a position
16 to certify the item meets the minimum require-
17 ments of the Code when it's been completed.

18 Q And that have that latitude as they
19 deem necessary?

20 A Yes.

21 Q Must an ANI be satisfied from the point
22 of view of his interpretation of the Code that an
23 issue that he identifies as a Code violation is
24 properly dispositioned?

25 A The ANI is not permitted to interpret

1 the Code.

2 Q Who is permitted to interpret the Code?

3 A The American Society of Mechanical
4 Engineers.

5 Q And that is where?

6 A New York.

7 Q Okay. If an ANI disagrees with the
8 disposition of the Code -- does he have to be
9 satisfied with each and every disposition of an
10 NCR or whatever the issue is, does he have to be
11 satisfied with that?

12 A If the ANI is solely the only one
13 involved in that NCR, the answer to that is yes.
14 But there may be many people involved with a
15 nonconformance report, including this office.

16 Q That's correct. Is there ever an
17 occasion when only an ANI is involved?

18 A Sure. Most of the time, as a matter of
19 fact.

20 Q But if he's unhappy or not satisfied
21 with the disposition, then usually other people
22 get involved?

23 A Yes. His next recourse is to come to
24 his immediate supervisor.

25 Q What -- in your opinion, what support

1 does Hartford give the ANI's in the field
2 relative to their making their independent
3 decisions about the ASME Code problems and
4 interpretations?

5 A What support do we give them?

6 Q Uh-huh.

7 A There's always a supervisor available.
8 If there's no one available in the Atlanta
9 office, they have instructions to call home
10 office. They have both office phone numbers and
11 home phone numbers of several people both in
12 Atlanta -- all of the guys in Atlanta and several
13 Code supervisors in Hartford.

14 Q Does Hartford -- HSB-Atlanta management
15 personnel in your opinion fully support the views
16 of the ANI's in the field?

17 A I can't say that 100 percent of the
18 time, of course not.

19 Q There are differences of opinion?

20 A Absolutely.

21 Q Then I guess the difference of opinion
22 kind of matter is code interpretation and intent
23 primarily?

24 A And again, we're not permitted to
25 interpret the Code if there's a difference of

1 opinion. Normally it's discussed among the
2 people here. If we can't resolve it --

3 Q You say if you can't?

4 A Yeah. If we cannot resolve it, then we
5 go to Codes and Standards, home office. Most of
6 the time they are resolved in one way or the
7 other. It is unusual to have to request an
8 interpretation from the ASME.

9 Q Everyone usually abides by that
10 interpretation?

11 A You're obligated to abide by it.

12 Q Does the field or regional supervision,
13 regional meaning HSB-Atlanta, have the authority
14 to override decisions made by an ANI in the
15 field?

16 A A supervisor has the authority to do it
17 but when he does it he accepts responsibility for
18 that decision.

19 Q Well, where is this authority derived
20 from? There's been some conflict in the
21 information that's been provided in the past
22 about exactly where this authority -- is this
23 something that's written in the Code? Does the
24 Code allow that or is it a matter of local
25 procedure? Where does this authority come from?

1 A No. I don't know that it is written.
2 I know that the ANSI documents require the
3 authorized nuclear inspector to report items to
4 his supervisor that he cannot resolve with the
5 certificate holder. And that's in ANSI 626.0.

6 Q If such a situation arises and the ANI
7 disagrees with -- you know, this is referring to
8 management -- he disagrees with his management,
9 what recourse does he have?

10 A The ANI?

11 Q Yes.

12 A If he disagrees with his immediate
13 supervisor?

14 Q Uh-huh. And he disagrees with you.

15 A He came go to home office.

16 Q And if he disagrees with the home
17 office?

18 A At some point in time he's going to
19 have to bite the bullet and just pass the
20 responsibility over to either me --

21 Q Is there a provision for him going
22 straight to the National Board and bypassing
23 the --

24 A No. No. He doesn't work for the
25 National Board.

1 Q Can he go to them requesting an
2 interpretation?

3 A The National Board cannot interpret the
4 Code.

5 Q Okay. Can he go to the ASME Committee?

6 A Anybody can go to the Committee.

7 Q Okay. If an ANI does not agree with
8 the site or regional supervision and decides to
9 pursue an issue to a higher authority such as
10 ASME Committee or go to the National Board for
11 some interpretation or reading, is he
12 jeopardizing his position with Hartford Steam
13 Boiler?

14 A His position, no. He'd probably make a
15 bunch of people mad.

16 Q That's what I mean. Is it going to
17 cause him any grief?

18 A I wouldn't think so. It probably would
19 not go unmentioned, but I don't think -- it
20 wouldn't jeopardize his position.

21 Q If it's not going to go unmentioned,
22 you mean somebody is going to say something to
23 him?

24 A I probably would. I probably would.
25 tell him not to do it again.

1 Q But you say that provision is in place
2 that he can go --

3 A To the ASME.

4 Q Yes, to the ASME.

5 A You said the National Board.

6 Q Okay, ASME. He could go to them.

7 A Anybody can go to the Society as a
8 private individual. If he does it on his own
9 time I have no problem with --

10 Q Can he go to the National Board on his
11 own time?

12 A No. He doesn't work for the National
13 Board. He works for Hartford Steam Boiler.

14 Q Then you wouldn't approve of him going
15 to the National Board?

16 A No. I wouldn't like it.

17 Q But would you approve of him going to
18 ASME Committee?

19 A Sure. If he wants to write an inquiry,
20 absolutely.

21 Q I mean bypassing --

22 A Sure. I have no problem with that. I
23 never have had it happen.

24 Q Do you feel that the ANI's feel that
25 they have the freedom to discuss and offer

1 dissenting opinion on any issue that they
2 disagree with without fear of management's
3 reprisal or recrimination?

4 A I hope so. They do it all the time.

5 Q Okay. You don't think that they feel
6 any undue pressure from immediately supervision?

7 A For discussing a problem?

8 Q Yes. They do it all the time?

9 A I spent an hour on the phone this
10 morning with one.

11 Q Are you aware of any occasion wherein
12 an inspector, ANI, has pursued a matter beyond
13 the level of your supervision? Are you aware of
14 any?

15 A I can't recall of the specific
16 instances. I know where there have, in the home
17 office, there have been occasions.

18 Q That was my next question, because I
19 think that some people have gone to the home
20 office --

21 A Sure.

22 Q -- at least telephonically.

23 A And in writing.

24 Q And in writing. And do you have any
25 particular concern about someone doing that?

1 A It's in our instructions. Our
2 instructions, if they can't get the guys here --

3 Q Well, I mean if they -- if you disagree
4 with that -- or they don't agree with your
5 decision on an issue can they go to home office?

6 A Are you saying would I have any problem
7 with it?

8 Q Yes.

9 A I think it would depend on the
10 situation. I'm not going to condone every time
11 that I disagree with an inspector that he calls
12 home office. I'm not going to voluntarily
13 condone that. If it's a significant problem and
14 persists then he wouldn't have to go, we'd get
15 the home office involved.

16 Q Are you aware of any ANI that's
17 disagreed with HSB-Atlanta management and been
18 directed to sign off on a document?

19 A The only one I can think of is on the
20 flued head problem on Number One Unit.

21 Q Who is that?

22 A Haston, I believe.

23 Q What were the circumstances surrounding
24 that, do you recall?

25 A I recall part of it. This really came

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1 to light after the memorandum, infamous Group's
2 memo. And it came to light because we had the
3 men in and asked them about problems and this
4 came up at that time. If I remember the
5 situation correctly, Howard Haston had written
6 asking Robbie on weld examination on the
7 hydrostatic test, and Robbie asked me. We
8 researched the Code and in our opinion the ANI
9 did not have to witness all of the -- have to
10 examine all the welds while they were under
11 hydro, which is an impossibility to start off
12 with.

13 Robbie wrote a memorandum back and
14 directed him to sign the -- whatever the hell it
15 was -- 937 or whatever document it was. That's
16 the one I remember. There's been others, but
17 that's the one that I think you're talking about.

18 Q Okay. Do you recall what others there
19 have been?

20 A There have been numerous cases to where
21 a guy calls in and he's got problems with signing
22 a document or signing a data report. We disagree
23 with him. I've said, go ahead and sign it, I'll
24 send a memorandum accepting responsibility for
25 it. And I've done that.

1 Q With regards to that, when you are
2 relieving someone of the responsibility in
3 essence, - I believe is what you said.

4 A That's correct.

5 Q Does that detract from the third-party
6 independent inspector criteria that comes with an
7 ANI?

8 A Does it detract from his authority, you
9 mean?

10 Q Well, from that independence that he
11 has as an ANI. I mean if he knows that he's not
12 going to sign off -- if he doesn't want to sign
13 off on something and you're going to take
14 responsibility for it, then is he really
15 independent?

16 A That's tough to answer because I think
17 the basic concept that we have to go back to is
18 we're a third-party authorized inspection agency.
19 We maintain a staff of people to do that. Some
20 people will just not be reasoned with. There has
21 to be a solution to that individual that will not
22 be reasoned with no matter what you show him. He
23 chooses to be a biased reader and he reads it --
24 no matter what you tell him. It probably
25 detracts from that individual, but I think he's

1 done it to himself.

2 Q In those instances where HSB-Atlanta,
3 has disagreed with a site ANI on an issue, what
4 is the basis for the final decision? Is that a
5 supervisorial one that you assume and make or is
6 it something that you get from home office, or is
7 that based on --

8 A If there is a -- there's no set way
9 that we could do that. If it's something that
10 I'm extremely familiar with and experienced in
11 and have Code Committee on, I may make the
12 decision. If it's something that we aren't
13 familiar with, we'll get consultation.

14 Q From where would you get consultation?

15 A Home office.

16 Q Home office. Do you ever go to TVA for
17 consultation?

18 A For a Code problem?

19 Q Uh-huh.

20 A Not for resolution to it.

21 Q For any input?

22 A Sure.

23 Q Who would you go to in that case?

24 A I don't know who we've been to. I have
25 personally been to Mark Bresslar.

1 Q Did you go to him because you know him
2 or because he has some expertise in Code issues?

3 A No, because he's on the committees.
4 He's on the Code Committees. But we may discuss
5 it with anybody. You know, if you were here we'd
6 probably discuss it with you.

7 Q Let me ask you, on these decisions that
8 you've made where they've been different than
9 what the inspector felt like they should have
10 been, did TVA, either from a site, site level,
11 site manager level or corporate, Standards and
12 Codes, have any impact on that decision that you
13 have made?

14 A I'm not sure what decisions you're
15 talking about. If you're talking about the flued
16 head problem, the answer to that is no.

17 Q Okay. We'll talk about flued -- any
18 decision that's contrary to what the inspector
19 makes.

20 A I don't know that we've made that many.

21 Q Okay.

22 A I don't know that we've been at odds
23 with an inspector that many times.

24 Q Has anyone from TVA, either Knoxville
25 corporate or site, contacted you here or any of

1 your people and attempted to influence a decision
2 or a manner in which a situation or problem is
3 resolved?

4 A Code decision?

5 Q Code decision.

6 A I've discussed Code problems with Mark
7 Bresslar.

8 Q Did you feel any pressure from TVA, any
9 suggestion to you that it's perhaps better to do
10 something one way or the other?

11 A Well, I've discussed -- in discussions
12 we've discussed the approach to the resolution of
13 problems. And I don't profess to have the only
14 approach.

15 Q Has Gunther Wadewitz, Project Manager
16 at Watts Bar, ever contacted either you or any of
17 your people here concerning problems, a specific
18 problem that he might have had with an ANI at
19 Watts Bar, either personal or professional?

20 A I'm not even sure I would know Gunther
21 Wadewitz if he was to walk through the door. I
22 know the name.

23 Q Okay. So your answer is --

24 A He hasn't talked to me.

25 Q Okay.

1 A I think I probably have met him at the
2 site, but he hasn't talked to me.

3 Q Have any subordinates of Wadewitz, Herb
4 Fisher, John Self, Charles Christopher, any of
5 these people contacted you about problems with
6 ANI's at the site, about their refusal to sign
7 off on something, about their performance or lack
8 of, about their attitudes?

9 A John Self, I know I've met one time.
10 Herb Fisher, I'm not even sure I know him. Who
11 is the other one?

12 Q Charles Christopher.

13 A It doesn't ring a bell.

14 Q Any complaints about your ANI's
15 performance?

16 A From any of those people?

17 Q Lack of performance -- or from anybody
18 on site.

19 A We -- boy that's a rough problem.

20 Q Directed to -- I mean --

21 A I go way back. I mean I go back to
22 '78.

23 Q First of all professionally and then
24 personally I know there's some administrative
25 things.

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1 A You bet. But I was here for a year in
2 '78. I guess we had just taken the TVA contract
3 and we had an old-timer up there by the name
4 of --

5 Q McGraw.

6 A Mike McGraw. I was up there frequently
7 with Mike McGraw and I was up there frequently
8 with Roosevelt Russell and Elton somebody,
9 another inspector. So, yeah, I've had
10 complaints.

11 Q About their performance?

12 A Well, with performance, attitude.

13 Q Or lack of?

14 A Yeah.

15 Q Attitude?

16 A Sure.

17 Q Okay. Has anyone, either at the site
18 or from corporate, called you about any of your
19 people, about performance, attitudes, or their
20 reluctance to sign off on something or accept
21 something or the delay they might be causing TVA,
22 especially with regard to like the N-5 data
23 packages?

24 A Sure. Not holding them up. I've had
25 numerous calls.

1 Q What is your response to those calls?

2 A Well, I say I'll look into it.

3 Q And look into it, what do you mean?

4 A I call the guys and find out what is
5 the holdup, what's the problem, you know, why --
6 what's going on. I always look into it or I have
7 somebody look into it. And I've even had Robbie
8 go up there a couple of times.

9 Q Do you, in your opinion, exert any
10 pressure on these people as a result of the calls
11 from TVA?

12 A Yeah, we probably have. We probably
13 press them for a little more production and a
14 little more time -- getting it on time, putting
15 in a little more time at the site rather than at
16 lunch hour, yeah.

17 Q Has anybody from Knoxville contacted
18 you or anyone else in this office about a problem
19 with ANI's at the site?

20 A Sure. Numerous times.

21 Q Okay. I'm thinking specifically about
22 Walt Joest.

23 A Sure.

24 Q You recall one of the later calls from
25 Mr. Joest when it was concerning --

1 A I probably know the incident that
2 you're talking about, with the QTC.

3 Q Yes.

4 A Yeah, sure.

5 Q What was his concern about that?

6 A Well, when he would release a document
7 and only a QA guy or ANI would know about it, his
8 contention was that before it was on the street
9 QTC knew about it. So the implication was that
10 our guys was going, as soon as they learned
11 something, they were going and telling QTC.
12 That's the brunt of it. It went on for a half
13 hour or so, the conversation.

14 Q He was upset about this?

15 A Sure he was upset.

16 Q Do you know where he got that
17 information?

18 A No. I think -- I think he told me but
19 I don't remember where he got it from.

20 Q It had to come from somebody on site, I
21 assume, because --

22 A Yeah.

23 Q Do you know if these people were
24 discussing personal issues or quality issues?

25 A I don't know that they were discussing

1 anything.

2 Q Okay. Did you contact your people
3 about this?

4 A Had them in the office that month.

5 Q Who was that?

6 A George Deaton, Hank Best.

7 Q These aren't the only two guys there,
8 are they?

9 A At that point in time they were.

10 Q And you brought them in the office?

11 A I had them leave the site that morning
12 and come to the office.

13 Q What action did you take relative to
14 this complaint?

15 A None. We ironed it out.

16 Q And in what terms was this ironed out?

17 A Well, they explained how some of these
18 problems could be perceived, that their office
19 was close to QTC and that their office could be
20 observed by TVA people and that it was normal to
21 do it. We also implimented a procedure where we
22 developed a form that if they had a meeting they
23 would document the meeting, who called the
24 meeting, the subjects discussed. And this was
25 Code we're talking about now. We're not trying

1 to restrict their quality concerns.

2 Q I understand.

3 A Okay.

4 Q In your opinion, does ANI's have the
5 same rights as TVA employees with regard to
6 employee concerns with QTC?

7 A Sure.

8 Q Same. Was this ever addressed by
9 Wadewitz or any of his associates or
10 subordinates?

11 A Not to me.

12 Q Did you ever make a statement or hear a
13 statement -- primarily, did you ever make a
14 statement that any ANI that did anything that
15 resulted in cancellation of the TVA contract
16 would be fired?

17 A Absolutely not.

18 Q Did you ever say that to anybody at
19 Watts Bar or anybody that has come into this
20 office?

21 A No.

22 Q Did you ever make a statement or hear a
23 statement that you were going to fire ANI's for
24 creating problems at Watts Bar, either in anger
25 or frustration or haste or anything else?

1 A Not for creating problems. This
2 statement came out of a different situation.

3 Q What was that situation?

4 A Backing up to the previous subject,
5 that if our guys were taking NCR's, documented
6 Code problems immediately to QTC and if we
7 couldn't put a stop to it, we would fire them.
8 Yes, I made that statement.

9 Q Okay. You were saying that because --
10 why, because that was the proper disposition that
11 was to go to TVA for resolution?

12 A There's a quality assurance program in
13 effect to address nonconformances. You know very
14 well, you take a snapshot of any nuclear site at
15 any point in time and you're going to have
16 problems in that snapshot, I don't give a damn at
17 what point in time it is, day one or the last
18 day.

19 Q I think this other statement, the
20 context was did you ever make a statement at any
21 time that you were here or Hartford, and for
22 Hartford to make a profit and anything that
23 resulted in the cancellation of a contract with
24 TVA or anybody would be fired?

25 A Did I make that statement? No.

1 Q You did make the statement that these
2 people were taking NCR's, quality control, to
3 QTC?

4 A If they're taking quality problems that
5 are documented right straight from the office at
6 the initiation of them, then they are not in
7 compliance with the quality program and
8 procedures.

9 BY MR. MURPHY:

10 Q Who did you make that to? I mean who
11 was present when that statement was made?

12 A I don't know.

13 Q You don't have any idea?

14 A Probably Ireland, but I'm not sure. Or
15 Robbie -- probably Robbie, because I think that's
16 about the time we were turning over. Haston was
17 here.

18 Q Haston was here also?

19 A Yeah. Haston was here and probably
20 Robbie. Don't hold me to that. Whoever I asked
21 together in the office.

22 BY MR. WILLIAMSON:

23 Q And that was when Best and Deaton came
24 up?

25 A That's correct.

1 Q This is also the time that you
2 explained that there had been the call from Joest
3 and they were spending a lot of time with QTC and
4 also when you established the guidelines for
5 reporting for dealing with any outside agencies,
6 NSRS, NRC, whatever?

7 A (Witness nods affirmatively.)

8 Q Do you recall -- excuse me.

9 BY MR. MURPHY:

10 Q Yeah. You said that the comment -- you
11 said you talked with Joest for a half hour, so
12 obviously it wasn't just one or two comments. I
13 mean there must have been some discussion.

14 A There was a lot of questioning on my
15 part.

16 Q Okay. Were you concerned about the
17 fact that they were relating quality concerns to
18 QTC that were not addressed by your office first
19 or that they were spending too much time with
20 QTC? And the reason I say that is there's a memo
21 here from -- dated 4 November, 1985. It's to
22 Best and Deaton from Harold Robison and you're on
23 here, on the distribution list.

24 It states ANI, Quality Technology
25 Corporation, TVA relationship. TVA voiced a

1 concern that authorized nuclear inspectors are
2 spending too much time with the Quality
3 Technology Corporation.

4 I mean is that the concern or is it the
5 concern that they're relating safety problems?
6 I'm confused a little bit.

7 A Either one. What I'm saying to you is
8 we had a quality program in effect at Watts Bar.
9 If they were taking an NCR as soon as it's
10 presented to them and then taking it over to QTC
11 and saying look what I found, then I have a
12 problem with that.

13 Q When you get something like this, a
14 memo like this, do you approve of this, because
15 this, of course, has the criteria for reporting?

16 A No, I don't approve them. I'm on the
17 distribution for everything that goes out of this
18 office.

19 Q I understand, but this has some
20 particular significance and I guess the paragraph
21 underlined and, you know, highlighted, is what
22 we're talking about. It seems like we're
23 addressing two different problems.

24 A Okay. I'll try to answer your question
25 if you'll put it to me again so that I understand

1 it.

2 Q Okay. It was a problem that they were
3 spending too much time with QTC as this sentence
4 would indicate or was there another problem?

5 A My concern, as I remember it, was just
6 as I told you, that if they were taking documents
7 that were presented to them in accordance with
8 their quality program and taking that information
9 to QTC, I have a problem. I had no problem with
10 them talking to QTC at any time they wanted to
11 talk to QTC or NSRS. But there has to be some
12 orderly thing. They've got a job to do and there
13 has to be some method, you have to give the
14 quality system a chance to work.

15 Q Then might I suggest this memo doesn't
16 identify the problem as you seen it.

17 A As I remember it, it does not. Okay.
18 I didn't read that second page. If that's the
19 time we generated --

20 Q No -- yeah, that's it.

21 A Yeah. I have no problem with that.

22 Q Was this procedure generated as a
23 method of controlling what these people -- what
24 your subordinates in the field were doing or was
25 this generated as a manner of intimidating,

1 preventing them from --

2 A No. The intent was to control what
3 goes on at that site. I think the memo even
4 tells you that. We had no problem with them
5 going to QTC or addressing a quality concern.

6 BY MR. WILLIAMSON:

7 Q You folks had a meeting I think with
8 TVA back in August where you probably called in
9 all of your people from all the sites and from
10 here and maybe went to Knoxville and had a
11 meeting regarding this Group --

12 A We called them in at different times.
13 We went to them at different times, yeah.

14 Q And shortly after that you had a
15 meeting in the Sweetwater -- in Sweetwater at the
16 Quality Inn.

17 A We met with some of the inspectors to
18 address that memo up there. See, we addressed
19 the memo from two different points of view at two
20 different times. The first round was addressing
21 quality concerns. The second three weeks or four
22 weeks or whatever we spent on it was an attempt
23 to determine who wrote the memorandum.

24 Q Okay. This meeting that I was
25 referring to was one that happened in September

1 of '85 where you were addressing, at least,
2 Inspector Best and Inspector Deaton about
3 customer concerns.

4 Let's go off the record

5 (Whereupon, a brief recess was taken.)

6 BY MR. WILLIAMSON:

7 Q Back on the record. Before our break
8 we were discussing about the September 26th, 1985
9 meeting between you and Inspector Best and
10 Inspector Deaton at the Quality Inn Motel in
11 Sweetwater, wherein you discussed customer
12 relations in addition to flued head issues, water
13 recertification which was an issue at that time,
14 certification and recertification, which had been
15 an issue at Watts Bar, and a review of some N-5
16 documents and various SIS forms.

17 It was related to us -- and there were
18 several people present at that meeting; I think
19 you, Mr. Best, Mr. Deaton, Mr. Robison and Mr.
20 Ireland, at least that many were there.

21 A Was Peter there?

22 Q I don't have -- I don't think so. No,
23 I don't have Peter. But during the course of
24 this meeting there were several issues discussed
25 and we understand there was a discussion between

1 you and the inspectors about these various
2 issues, me of which might have been heated
3 discussions about these issues. What I'm really
4 concerned about is after these discussions
5 everyone was asked to leave the room except
6 Inspector Best. And it was during this
7 conversation that it was related to him that
8 anyone that would -- anyone that would cause them
9 to lose their contract with TVA would be fired.
10 Do you recall making that remark?

11 A No. I remember the meeting with Best.

12 Q Was it one-on-one?

13 A One-on-one.

14 Q Did anybody stand outside?

15 A I don't know. I didn't look.

16 Q Do you know if anybody was listening
17 outside?

18 A I don't have any idea.

19 BY MR. MURPHY:

20 Q Did you make any remark similar to
21 that?

22 A That anyone that caused them to lose
23 their contract would be fired? No. I don't ever
24 remember making that statement.

25 Q Did you mention him being fired for

1 anything?

2 A I held Inspector Best back to talk to
3 him on a one-to-one basis about two things; his
4 appearance, his personal appearance and his
5 attitude.

6 Q What was the problem with the personal
7 appearance and attitude?

8 A He had on clothes that are below the
9 company standards.

10 BY MR. WILLIAMSON:

11 Q And his attitude?

12 A His attitude had gotten pretty
13 negative.

14 Q Did you ever imply -- state or imply to
15 any of your inspectors that it would be better
16 for them to quit than to stay on -- not just this
17 situation, I'm talking about at any time?

18 A You know, I've been with the company 16
19 years and I've been in a management position for
20 16 years and I probably have said that at some
21 time in the past. If we're talking about
22 inspectors that are assigned to TVA, I don't ever
23 remember making that statement or imply to them
24 that it would be best that they leave.

25 BY MR. MURPHY:

1 Q Did you ever imply to Best at the time
2 or any other time concerning the open items list
3 that anybody in TVA -- no -- that anyone else can
4 have the open items list except him?

5 A Oh, I know what you're talking about.
6 That's the attitude problem that we were talking
7 about. He had -- I don't remember what prompted
8 the review, but I had asked him to look -- if
9 memory serves me right, I had asked him to look
10 at all of the open items and address his
11 concerns. And someone in TVA refused to give him
12 the open item list. I remember the open item
13 list. Yeah, I remember that.

14 Q Did you make that comment that anybody
15 could have that open item list except him?

16 A I conveyed that impression that I had
17 gotten from TVA that that was the fact, yes.

18 Q Or that anybody in TVA had brought this
19 to your attention?

20 A Yes. I had, in a talk with Walt Joest,
21 after the situation came up and after I found out
22 that the open item list was not available to him,
23 I tried to find out why. I don't know how to say
24 this, because I don't want to put words in Walt
25 Joest's mouth, but essentially that's what was

1 said. You know, attitude is the problem and they
2 would probably give it to anybody else except
3 Hank Best, something like that, yes.

4 BY MR. WILLIAMSON:

5 Q So that was what was communicated to
6 you from Joest?

7 A Yes.

8 BY MR. MURPHY:

9 Q And you communicated that basically to
10 Best?

11 A Sure, sure. Memory tells me that I did
12 this when I was talking about his attitude.

13 BY MR. WILLIAMSON:

14 Q Do you know if he ever got a copy of
15 the open item list?

16 A I think he did. At least it didn't
17 come up any more so I assume he did. He wasn't
18 going to let it die.

19 Q When was the issue of the -- was the
20 issue of the flued head piping penetrations ever
21 brought to your attention?

22 A I think the first real knowledge that I
23 was aware of the problem was when we had the
24 meeting as a result of the memorandum. I knew
25 the problem was there, all right? I think I

1 fully understood the scope of the problem when we
2 had the guys to come in to talk about their
3 quality concerns.

4 Q When was that, do you recall?

5 A No, I don't know.

6 BY MR. MURPHY:

7 Q Let me show you -- this is a memorandum
8 from -- dated 27 August, 1985. It's to J.E.
9 Stevens, First Vice President, Engineering and
10 Planning Department, home office. It's from W.T.
11 Higginbotham, Regional Manager, Engineering
12 Services, Atlanta, and it says the meeting of the
13 Atlanta branch, August 26th, 1985. Maybe this
14 will give you some --

15 A Is that the first meeting on the memo?

16 Q Paragraph No. 2 might be of benefit to
17 you.

18 A Yeah. This was when we started -- that
19 was the first time that I knew the scope,
20 understood the full scope of the problem.

21 Q Had this been brought to your attention
22 prior to that?

23 A As it turns out, it had, and we had
24 answered, yes.

25 Q Did this result in any action taken

1 against -- I mean to resolve the issue or did you
2 just let it die at that point?

3 A The issue is not resolved yet.

4 Q Are we talking about for Unit I or Unit
5 II?

6 A Well, at that point in time I believe
7 the N-3's and the N-5's had been assigned for
8 Unit I, okay? The problem still exists to this
9 day.

10 Q For Unit I and Unit II?

11 A Unit II is in the process of being
12 resolved. The problem still exists at Unit I, if
13 it is a problem, if it is a problem.

14 BY MR. WILLIAMSON:

15 Q The disposition of -- I have here TVA's
16 NCR 5609 dated 4-27-84 and TVA NCR 6420 dated
17 10-28-85 for Mr. Higginbotham's review and while
18 we're discussing these particular issues.

19 Both of these are marked use-as-is,
20 however, the earlier NCR on Unit I, 5609, has
21 been closed.

22 A Yes, it has.

23 Q Unit II, 6420, has not been closed, has
24 not been dispositioned. Can you explain the
25 difference or why there's a difference in the

1 disposition or apparent dispositions of these two
2 NCR's?

3 A Well, this 6420, NCR 6420 addresses
4 5609. I think the only difference in the two is
5 I don't think we understood the problem when this
6 5609 was closed.

7 Q Okay. What was it that you didn't
8 understand?

9 A Okay. I believe that -- the question,
10 as I understood it at the time, was does the
11 authorized nuclear inspector have to witness all
12 or examine all welds while they're under pressure
13 test. Okay. That was part of the problem. And
14 the answer to that, in my opinion, is no, he does
15 not.

16 Q What does the Code say regarding visual
17 inspection of all penetration welds?

18 A By the ANI?

19 Q By the ANI.

20 A It does not require him to examine all
21 welds.

22 Q Okay. Does it require him to do a 100
23 percent inspection of all hydrostatic tests?

24 A He must witness all hydrostatic tests.

25 Q Must he witness the inspection of all

1 welds of hydrostatic test?

2 A No.

3 Q Does he have to watch the QC, TVA QC
4 personnel?

5 A No.

6 Q But he has to sign off on documentation
7 that they signed verifying that they have
8 inspected all of the welds?

9 A Not necessarily.

10 Q That's not part of the N-5 review?

11 A Not necessarily. I don't know what,
12 right off the top of my head, what TVA's quality
13 assurance program calls for. The Code doesn't
14 call for that.

15 Q The Code doesn't require him to witness
16 QC inspectors?

17 A No.

18 Q It doesn't require that all joints for
19 penetration welds be visually inspected during
20 hydrostatic testing?

21 A The Code does. The Code requires that.

22 Q Yes.

23 A It does not require the authorized
24 nuclear inspector to do it nor to observe someone
25 else do it.

1 Q There was a letter --

2 BY MR. MURPHY:

3 Q Let me read something. This is the
4 11th of May, 1984 to Inspector E. Easton, Atlanta
5 from H. L. Robison, Assistant Manager, SIS
6 Division, Atlanta, MC penetrating welds, TVA,
7 Watts Bar. And, Mr. Higginbotham, you're on
8 distribution again for this particular item.

9 Let me ask you the first question. Is
10 this how you understood the issue? The question
11 posed to Atlanta Regional Office was can we,
12 Hartford Steam Boiler, accept hydrostatic testing
13 for a system when less than 100 percent of the
14 welds have been inspected by the authorized
15 nuclear inspector. Is that how you understood
16 the first problem?

17 A That's correct.

18 Q And your answer, and I'll read it
19 verbatim. It says, our answer is yes. There are
20 no requirements in the ASME Code which requires
21 that the authorized nuclear inspector witness or
22 examine 100 percent of the welds during hydro-
23 static testing. Also there's no requirements in
24 Hartford Steam Boiler Inspection and Insurance
25 Company SIS Manual which require this. This

1 question was discussed by the writer with W.T.
2 Higginbotham. Do you remember discussing this
3 with --

4 A Yes.

5 Q Who also agreed that there was no
6 requirement for 100 percent examination of welds
7 during hydrostatic testing. Is that -- are we
8 clear up to there?

9 A (Witness nods affirmatively.)

10 Q Mr. Higginbotham stated that
11 hydrostatic testing is traditionally used to
12 locate gross leakage in a system. Mr.
13 Higginbotham recommended that the writer contact
14 Mr. R.E. Fiegel, SIS Division home office,
15 which he did. Mr. Fiegel concurred with our
16 opinion.

17 A Leakage is the wrong word.

18 Q Gross leakage?

19 A It's the wrong word, gross leakage.

20 BY MR. WILLIAMSON:

21 Q Is any leakage allowed?

22 A No. Not at a weld.

23 Q How would you ever know if there was
24 any if it wasn't visually inspected?

25 A It's the certificate holder's

1 responsibility, not Hartford Steam Boiler's.

2 Q But that's part of the system which was
3 being hydroed, which is the responsibility of
4 Hartford.

5 A To witness the hydro.

6 Q To witness the hydro. If they had
7 discovered a leak in a weld during the hydro,
8 does Hartford have any responsibility to document
9 that?

10 A Sure.

11 Q They do have to document it?

12 A Sure. Or to reject the hydro.

13 Q Or reject the hydro. These welds were
14 vendor welds; is that correct?

15 A That's correct.

16 Q Were they ever hydrostatically tested?

17 A Not to my knowledge.

18 Q Were they ever subjected to NDE?

19 A Were they ever hydrostatically tested?
20 Yes, they were.

21 Q By who?

22 A By TVA.

23 BY MR. MURPHY:

24 Q Let me clarify that. Were the welds
25 inspected during hydrostatic testing?

1 A No, they were not. The welds in the
2 penetration assembly, that's got the guard pipes
3 over it?

4 Q That's right.

5 A At this point in time they have not.

6 Q They have not.

7 BY MR. WILLIAMSON:

8 Q To date they have not been?

9 A They have not been.

10 Q Were they ever subjected to NDE?

11 A I don't know.

12 Q Would you agree that since they're
13 inaccessible, there's a guard pipe and
14 insulation, that the condition of those welds is
15 indeterminate?

16 A Yes.

17 Q On 6420, and the documentation here is
18 the result of a meeting that occurred on January
19 28th, 1986, a letter from you to the file stated
20 the purpose of this meeting with Mark Bresslar,
21 John Self, Perry Cantrell, John Balsam, C.A.
22 Ireland, ANI Best, ANI Deaton and W.T.
23 Higginbotham, the purpose of this meeting was to
24 discuss flued heads and associated piping that
25 was not examined in accordance with Section 3,

1 Division I of the ASME Code.

2 A Now you're on Unit II.

3 Q Unit II?

4 A Yes.

5 Q Exactly. It was agreed to correct
6 these nonconformances and bring them into
7 compliance with ASME Code. You folks said that
8 you were not going to accept these as they were
9 and it was also agreed that the existing non-
10 conformance report addressing these situations
11 will be revised as Hartford Steam Boiler has
12 found the resolution to the nonconformances
13 unacceptable.

14 A That's correct.

15 Q You were giving the instruction that
16 they were not to sign off on 6420?

17 A That's right.

18 Q All right. My question is, and I
19 understand what you said, you knew more, and the
20 scope was different. The difference between now,
21 the difference between Unit I and Unit II, is
22 there any difference between the piping
23 penetrations in Unit I and Unit II with regard to
24 flued heads?

25 A I don't think so, except Unit II right

1 now is in the process of being examined.

2 Q Okay. Do you know how many actual
3 welds are in question?

4 A I haven't the foggiest idea.

5 BY MR. MURPHY:

6 Q Are we talking about one or two or are
7 we talking about 25 or 30 or what are we talking
8 about? What are we closer to, 25 or 30 or --

9 A I don't know the quantity of them, but
10 there's more than one or two. I think we're
11 talking about 27 penetrations and how many welds
12 exist on each one of them, I do not know.

13 BY MR. WILLIAMSON:

14 Q So you agree that those -- that the
15 condition of those would be indeterminate?

16 A Yes.

17 Q Okay. I understand what you're saying,
18 you say that the ASME Code does not require 100
19 percent visual inspection by the ANI during -- of
20 welds during hydrostatic testing.

21 A Correct.

22 Q Does the ANI have a right to inspect
23 any of these welds during hydrostatic testing?

24 A He has a right to inspect anything he
25 wants to inspect.

1 Q Do you discourage him from doing that?

2 A No.

3 Q Would you ever suggest as a disposition
4 that 100 percent visual inspection of welds is
5 not necessary after the ANI has already indicated
6 that there were some questions about welds?

7 A Would I suggest -- give me that again.

8 Q Why would you ever suggest -- would you
9 ever suggest as a disposition that 100 percent
10 visual inspection of welds is not necessary?
11 Would you ever suggest that?

12 A It depends on who you're talking about.
13 Now, if you're talking about must they be
14 examined by the ANI, my answer to that would be
15 no. It's not a requirement that he see all of
16 them.

17 Q Is it a requirement that they be
18 inspected?

19 A All welds in high-stressed areas must
20 be examined --

21 Q By --

22 A -- by hydrostatic test.

23 Q Who would be doing that?

24 A The certificate holder.

25 Q Okay. So is there a possibility that

1 there's some documentation that says that all of
2 these welds have been examined by someone exists?

3 A I don't think so. In my opinion it's
4 not -- does not exist today.

5 Q I mean would TVA be in possession of
6 documentation wherein a QC inspector says that
7 all these welds have been examined when, in fact,
8 there are some that are inaccessible?

9 A I don't know.

10 BY MR. MURPHY:

11 Q Let me try to phrase this question as
12 best I can, because there's some conflict here.
13 The question posed to you was does the ANI have
14 to look at or, you know, be present during 100
15 percent of the hydrostatic testing on welds,
16 right, that 100 percent of the welds have to be
17 viewed --

18 A As I remember, that was the question
19 posed to me.

20 Q Mr. Haston, in a letter to A.R.M.
21 Robison dated 5-15-84, which addresses hidden
22 welds and hanger lugs, says -- now this is after
23 he's been directed to sign off on the NCR 5609,
24 right, but he has not at this point done that.
25 He writes the letter and he says, thank you for

1 your response to the problem of welds on flued
2 heads inside the penetration at Watts Bar. Per
3 your response dated 5-11-84, this question
4 answered was not the question asked. At issue is
5 not whether the ANI is required to perform 100
6 percent inspection of all welds during
7 hydrostatic testing but can a weld which is
8 inside a penetration assembly covered by
9 insulation by the penetration vendor be accepted
10 as being tested in accordance with the Code. Was
11 that ever addressed to you?

12 A Subsequent to our meeting addressing
13 the memorandum.

14 Q But wasn't addressed to you --

15 A I don't remember the question being
16 addressed to me.

17 Q Or posed in --

18 A In that manner.

19 Q -- that manner. In a daily inspection
20 record -- do you get these here?

21 A Yes.

22 Q Okay. In a daily inspection record,
23 and this is the 18th, for the 18th, Mr. Howard
24 Haston is writing, he says, Paragraph 5, NCR 5609
25 REV 0, contacted A.R.M. Robison to discuss TVA

1 resolution to uninspected welds on flued heads.
2 TVA stated if we did not accept this position
3 they would exclude them from the N-5. Vendor
4 welds on Tube Turns penetration assemblies were
5 not hydroed by vendor and not inspected by TVA
6 systems hydro test. Use-as-is. Signed for
7 initial acceptance per written and verbal
8 direction of A.R.M. Robison.

9 Do you — have you reviewed this
10 particular document?

11 A I have now but I did not at the time.

12 Q You did not at the time.

13 A No.

14 Q Had any of these documents been brought
15 to your attention, might there have been a
16 different resolution to that nonconformance
17 report?

18 A Well, I think we probably would have
19 excluded them from the N-5 data package.

20 Q I guess that's our next question. How
21 would you go about doing that?

22 A The Code makes provisions and it says
23 you shall not stamp anything that does not comply
24 with the Code, nor shall you document it nor
25 shall you imply that it's ASME. However, if

1 there's a component or part that is not ASME
2 Code, it shall be clearly identified. And that's
3 the way we do it. And it's not an unusual
4 practice, it's a common practice throughout the
5 industry with nuclear as well as non-nuclear.

6 Q Well, I have a couple of questions.
7 One, if TVA is committed to the Code in their
8 FSAR and at that time established some
9 boundaries on what must meet Code requirements
10 and what does not, how do we just arbitrarily
11 eliminate something from the Code?

12 A That's between you and the certificate
13 holder, NRC and the certificate holder. We don't
14 have any authorize to tell them what to do, you
15 know, to tell them what to exclude.

16 BY MR. WILLIAMSON:

17 Q This is Class 2 piping, some of it 32-
18 inch main steam.

19 A I don't care if it's Class 1. I don't
20 have the authority to go to TVA and say you will
21 do this.

22 Q You have no recourse when they want to
23 delete something from N-5 review?

24 A As long as it's clearly identified and
25 we don't sign for it as meeting Code.

1 Q How do they get permission to do that?

2 A Through the NRC.

3 Q In the letter of May 17, 1984 from J.C.
4 Standifer, Project Manager to Gunther Ladewitz,
5 Project Manager Watts Bar addressing
6 Nonconformance Report 5609, disposition, it says
7 this nonconformance, 5609, was made significant
8 for the sole purpose of documenting the use-as-is
9 disposition. If the ANI cannot accept the
10 disposition this would require removing the
11 aforementioned Tube Turns welds from the N-5
12 program. I guess that's what they're talking
13 about.

14 A That's correct.

15 Q If the ANI can accept ~~the~~ use-as-is
16 disposition, no further action is required, non-
17 revision is not required. So what Mr. Standifer
18 is saying here is if the ANI can't accept it
19 we're just going to take it off the N-5 and you
20 say that's a common practice?

21 A Common practice.

22 Q And acceptable?

23 A The Code --

24 Q The Code allows that?

25 A The Code says that if it's not ASME

1 Code it shall be clearly identified. And as long
2 as you clearly identify it, and you guys do this
3 every day on Section 11.

4 Q Yeah, Section 11. And if it's not ASME
5 Code --

6 A It shall be clearly identified as such.

7 Q And if it is ASME Code, they can
8 arbitrarily delete it from the N-5 review?

9 A Is it is ASME Code? I think we're hung
10 up on our terminology.

11 Q Okay. Straighten me out.

12 A What I'm saying to you is if an item is
13 in a system and the system is supposed to be
14 code. Let's take a valve. Let's take a valve,
15 for example, and let's say it's in the essential
16 raw cooler water system and the system itself is
17 Code but the valve isn't. Then you've got to
18 identify that valve as not being Code.

19 Q I understand. And there's other things
20 that can be done to that valve; it can be
21 upgraded, right? It can be -- the material
22 certification on that can be checked? Do they
23 just arbitrarily upgrade it and say -- I mean
24 except it from the Code or is there some
25 additional things that have to be done?

1 A No. The additional things I have no
2 control or knowledge of. What they do to it to
3 exempt it is between the NRC and the certificate
4 holder. And all we care about --

5 Q And once again I have to ask if that
6 doesn't impact on your independence?

7 A No. We're not signing for it. If it's
8 specifically excluded, I don't see how it impacts
9 on our independence.

10 Q But if they can't get you to agree to
11 sign off on it they just exclude it then?

12 A That's between them and the NRC.

13 Q And you don't think that impacts on
14 your independence?

15 A No. We don't have the authority to
16 tell them what has to be Code. The owner's
17 responsibility, the owner's, the in guy, it's his
18 responsibility to tell us what's Code. He can
19 stop a system anywhere he wants to in his design
20 spec and say, from here on out it's B-31.1.
21 That's his responsibility.

22 BY MR. MURPHY:

23 Q Do you think that that type of
24 statement in a letter of suggested disposition of
25 a nonconformance report is appropriate inasmuch

1 as --

2 A No, it's inappropriate.

3 Q It's inappropriate?

4 A Sure.

5 Q Do you think when you see this in such
6 a letter which is being reviewed by the ANI, it's
7 really -- and I'm asking your opinion -- it's
8 really some form of mild intimidation inasmuch
9 as, look, guys, if you don't take it we'll just
10 take the darn thing out of the package. You
11 know, if you don't think you're up to it, we'll
12 remove it from the package, which is basically
13 what they're saying.

14 A I don't perceive it as intimidation. I
15 perceive it as recognizing that the ANI is not
16 going to sign for it. I don't perceive it as
17 intimidation.

18 Q In other words, what you're saying is
19 that basically up front they're saying they don't
20 think the ANI is going to buy off on that?

21 A Yes. And I don't perceive that as
22 intimidation.

23 BY MR. WILLIAMSON:

24 Q Do you perceive that as impacting on
25 their independence?

1 A The ANI's independence?

2 Q Yes.

3 A No. I would think quite the contrary.

4 Q Let me ask you about NCA 6120, preparation for testing, hydrostatic testing.

5 A Okay. NCA?

6 Q Yes, sir.

7 A 6121, exposure of all joints, including
8 welded joints, shall be left uninsulated and
9 exposed for examination during test; is that
10 correct?
11

12 A That's correct.

13 Q What about NCA 6224, examination for
14 leakage after application of pressure. All
15 joints, connections and regions of high stress
16 such as regions around openings and thickness
17 transition sections shall be examined for
18 leakage. Is that true?

19 A Sure. If it's to be stamped.

20 BY MR. MURPHY:

21 Q Let me ask you a very common-sense
22 question. Not being highly technical, having too
23 much background in the technical aspect of this,
24 a common-sense question, all right. TVA has
25 proposed a disposition of 6420 — some of the

1 disposition, fiber optics, right? What do they
2 call this, water-sensitive tape --

3 MR. WILLIAMSON: Moisture sensitive.

4 BY MR. MURPHY:

5 Q -- moisture-sensitive tape. Let's
6 remove all the insulation from these items,
7 right? Let's do all these exotic things to
8 ensure that we're going to get a visual
9 inspection of these welds during hydrostatic
10 testing.

11 If this was -- I mean why would we do
12 all this if it's such a simple thing to take them
13 off the N-5? I mean, why are we going to do all
14 these exotic -- I mean, in essence they're doing
15 it because Hartford is indirectly or directly
16 forcing them to do it to satisfy the inspection
17 requirements that you are saying must be met.

18 A If they're going to stamp it.

19 Q If they're going to stamp it, right.
20 Why would they do all those things if that
21 sentence at the end says, well, we'll just take
22 it off the N-5? Is that just something -- is
23 that a garbage statement? Is this just some kind
24 of veiled threat or is -- I mean to me logic
25 tells me that if I could do that and it wasn't a

1 big deal, I'd do it and I surely wouldn't go
2 through this drill.

3 A You'd have to ask TVA. I don't know
4 why they made the statement.

5 Q I mean, does that make sense? I mean,
6 why would we do it if it's such -- are you saying
7 -- I mean it apparently looks like they can just
8 do it and there's no big deal with taking it off,
9 they do it all the time I think you said.

10 A What I'm saying to you when I say that
11 is that it's the owner's responsibility to
12 designate the Code boundaries. It's our
13 responsibility to stamp the items that are
14 designated as Code. Why are they doing it? I
15 suspect because the NRC is involved.

16 Q I mean would you think, you know, after
17 all these years' experience in the inspection
18 field that such a simple matter to just remove
19 from the N-5 package -- I'm asking for an opinion
20 -- is a viable solution to that problem?

21 A To remove it?

22 Q Yes. By viable, I mean something that
23 you, as an inspector who has witnessed this
24 stuff for years and years and year can say, well,
25 yeah, someone is going to buy off on that.

1 A The disposition to remove it from the
2 N-5?

3 Q Yeah. Somebody is just going to buy
4 off, and you think --

5 A We don't have any choice.

6 Q I'm not asking you -- I'm saying do you
7 think that -- obviously if it's taken out of your
8 control it's not being N-stamped and you don't
9 have a problem with that. Do you think that's a
10 viable suggestion as far as resolving that
11 problem?

12 A I don't really know. I suppose it
13 would depend on the circumstances. These
14 penetration assemblies are all -- if they bought
15 them from Tube Turns, which they probably did,
16 then --

17 Q That may be the case, but as I
18 understand the situation, and I may have some
19 material that you don't have -- there was a
20 general mistake made by a TVA contractor, for
21 whatever reason, not to have these things hydroed
22 at the vendor. I mean, has that been stated to
23 you? In other words, TVA has accepted them and
24 have even probably amended their contract so that
25 these things would not be hydroed at the vendor

1 but during installation. Are you familiar with
2 that?

3 A I hear what you're saying. A mistake
4 being made by a contractor, I don't know what the
5 contract says. I can say to you that piping sub-
6 assemblies are not normally hydroed at the NPT
7 certificate holder's shop. To the best of my
8 knowledge they are not normally hydroed.

9 Q In other words, what you're saying is
10 that we have a massive problem around the
11 country?

12 A I'm not saying that at all. I'm saying
13 to you that to the best of my knowledge piping
14 sub-assemblies are not normally hydroed when the
15 NPT items are stamped.

16 BY MR. WILLIAMSON:

17 Q By the vendor, you're talking about?

18 A By the vendor.

19 Q But you are acknowledging -- you're
20 aware that TVA waived that vendor requirement?

21 A No, I'm not aware of that.

22 Q You've never heard that?

23 A No, I have not. So maybe I'm -- maybe
24 you think I'm trying to be evasive, but that's
25 the first time I've heard that they waived that

1 requirement. I've heard the statement that they
2 were not hydroed at the vendor's shop, but I have
3 not heard until today, until this this minute,
4 that that requirement was waived.

5 Q Would it matter?

6 A Not to me.

7 Q Did the ANI who signed off on this, do
8 you think that he supported the decision of
9 Hartford management to accept that as-is?

10 A No, he didn't, obviously.

11 Q Why is it obvious?

12 A Because this asterisk, doesn't it take
13 us over to the ANI's signature per written and
14 verbal direction?

15 Q So Mr. Haston, who signed 5609, did not
16 agree to the disposition?

17 A No.

18 Q And he was directed by H.L. Robison?

19 A I think so. I think -- again, I
20 believe that the direction was because of not
21 understanding the problem.

22 Q Does this impact on ANI's independence
23 in the field?

24 A Does this one situation impact his
25 independence? No, I don't think so.

1 Q And why would you say that?

2 A One time he's overruled, I don't think,
3 impacts his independence for all the other
4 decisions that's been accepted. No, I don't
5 think so.

6 Q You mentioned earlier that 5609 was
7 discussed at a later date in August of 1985. You
8 do remember that? What was that, the August the
9 27th, '85 memo, so it was discussed after it was
10 closed, is that --

11 A Oh, yeah, it was discussed. Yes, it
12 was discussed at the first meeting that we --

13 Q And when 6420 was written, as I recall,
14 you became quite adamant about that Hartford was
15 not going to accept the disposition as it was
16 written; is that correct? And that's because you
17 think the scope was broadened or --

18 A I think we understood the problem
19 better.

20 Q Understood the problem better. Was
21 Hartford management ever threatened by TVA with
22 the termination of their contract because of
23 these issues or any complaints against the ANI's?

24 A No.

25 Q You never felt any heat --

1 A I've never felt threatened.

2 Q By anybody from TVA, passively or
3 otherwise or has it been intimated that they can
4 get somebody else to do your --

5 A No.

6 Q -- contract?

7 BY MR. MURPHY:

8 Q When the Group letter came out, right,
9 shortly thereafter you also had a meeting with
10 TVA management, right? Is that correct?

11 A In Knoxville, yes.

12 Q Yes, in Knoxville.

13 A Yes.

14 Q And we've been told that the basis for
15 this meeting is to assure TVA that you all were
16 going to -- you know, that you weren't involved
17 in this and that you're going to do everything
18 you could to rectify the situation; is that
19 correct?

20 A To rectify what situation?

21 Q Well, find out, you know, if there was
22 a problem with this letter, any of your people
23 wrote the letter or whatever?

24 A And we did that.

25 Q Okay. During that meeting that took

1 place with the people in Knoxville, was there any
2 indication made that your contract may not be
3 renewed because there was a lack of credibility
4 in Hartford at this time as a result of the
5 letter?

6 A There was some discussion and there was
7 some discussion about the credibility of the
8 company. I do not remember them threatening to
9 cancel our contract.

10 Q Let's -- I mean I'm not so sure the
11 word threat is very good. Did they imply that
12 your contract might be terminated because of lack
13 of credibility at that point? I don't think that
14 we're talking about someone going out and saying,
15 hey, we're going -- you know, if you don't get
16 this mess straightened out we're going to
17 terminate your contract. I mean, that's not what
18 I'm talking about. I'm talking about being
19 implied during conversation that there's a
20 lessening of credibility in your organization and
21 they may be looking elsewhere for -- was that
22 implied at all?

23 A No. The concept of lessening of
24 credibility was mentioned. To the best of my
25 memory they said that they board of directors

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1 would consider it -- would not consider it until
2 after this matter was investigated. That's my
3 memory of this.

4 Q Wouldn't consider what.

5 A Renewal of the contract. But I did not
6 detect any threat there. I did not detect any
7 intimidation there. I just think it was a mutual
8 desire to find out if we had quality problems.

9 Q I mean, and you don't -- you didn't
10 take this in any way to mean that they may not
11 renew your contract?

12 A I took it to mean that the board of
13 directors might not renew the contract and I
14 think they immediately appointed an investiga-
15 tive NSRS -- that's what I -- the safety review
16 staff -- to investigate on their behalf, and we
17 committed to investigate on our behalf. But I
18 didn't find any intimidation there.

19 Q Did you have a valid contract at that
20 time, a valid written contract?

21 A We have a contract, yes. We have a
22 contract. We've never not had a contract with
23 TVA. Now, what you have to understand is that
24 TVA's money is appropriated from March 31st --
25 from April 1st to March 31st of each year. Okay?

1 That's one element, getting paid. The other
2 element is the contract. We've never not had a
3 contract since we started in '77 or whenever it
4 was. Their appropriation has run out. From
5 their point of view they didn't have a contract,
6 from their financial point of view. But there
7 has never been a time that either company invoked
8 the cancellation clause in the contract. Okay?

9 Q Each of these contracts that I've
10 looked at has like a date where you initiate the
11 contract, inasmuch as you sign the written
12 document or you sign something.

13 A Yeah.

14 Q And it usually appeared in the past
15 that it occurred at about the same time each
16 year.

17 A That's true. Yeah, yeah.

18 Q Did that same circumstance occur during
19 last year?

20 A In '85 I believe it did. I think the
21 contract -- '85 -- I believe it did. I believe
22 it occurred last year.

23 Q I mean there wasn't this little break
24 in time where it was a debate whether you had a
25 contract or not?

1 A Around January, February, March of '85?

2 Q Yes.

3 A I don't remember one. We had one -- we
4 had a discussion about it this year and as a
5 matter of fact, we verbally extended the
6 contract.

7 Q Maybe that's -- maybe I have the years
8 wrong.

9 A Okay. We verbally extended the
10 contract this year. I got a call, I guess it was
11 the latter part of December or the first part of
12 January from Gerald Minton asking me would I
13 verbally agree to extend the contract through
14 March the 31st.

15 Q What was the basis for that?

16 A Their appropriation, as I understand
17 it.

18 Q No other reason?

19 A No other reason.

20 Q It had nothing to do with TVA's
21 investigation of the issues directed in that
22 Group letter?

23 A My understanding, in the conversations
24 that I had with him, was strictly appropriations.
25 And the reason being that my understanding of

1 this was the construction side of the house had
2 run out of money because of the refusal to
3 appropriate more money, and the in-service side
4 of the house agreed to pay our charges for that
5 period of time, which I guess is just taking
6 money out of a different pocket.

7 BY MR. WILLIAMSON:

8 Q NCR 5609 was closed on or about May the
9 22nd or 23rd of 1984. It also was released as
10 part of the N-5 -- N-3 package for Unit I and was
11 signed off by Harold Robison.

12 A Uh-huh.

13 Q There appears to be questions that are
14 still unanswered about the flued heads. What's
15 going to be the status now of that N-3 package
16 for Unit I?

17 A TVA has to make that decision.

18 Q So is that something that's going to be
19 required a review by the ANI's or by Mr. Robison
20 or will the ANI's or Hartford have any more input
21 into that?

22 A I could only guess at that. I could
23 only guess at what's going to happen and I'd
24 rather not.

25 Q Okay. But if they're going to

1 reinspect, then that's going to change the status
2 of that N-3?

3 A It should. The status of the document
4 itself, I can see several approaches they could
5 take. I can only relate to other situations to
6 where a vessel has gotten out of the shop and not
7 been Code. Several things can happen.

8 Q Are you satisfied with disposition on
9 this thing?

10 A 5609, no.

11 Q Are you satisfied with the proposed
12 disposition on 6420, which is, I'm not sure what?

13 A Not at this point in time we're not.

14 Q I understand they're going to go fiber
15 optics and moisture-sensitive tape, and the last
16 thing I heard they were going to take out the
17 insulation.

18 A Right now, the last thing I heard,
19 they're taking out the insulation and visually
20 inspecting. I don't know. I haven't seen a
21 final resolution yet.

22 Q Did Walt Joest or Mark Bresslar contact
23 you about the flued head penetration on either
24 one of these issues and if so, what was the
25 nature of the conversation?

1 A Mark Bresslar -- on Unit I?

2 Q Unit I or II.

3 A We've talked about -- we've met several
4 times and talked about Unit II.

5 Q Okay. You never felt any pressure from
6 those folks to accept this?

7 A No.

8 BY MR. MURPHY:

9 Q We've been told during the course of
10 our investigation that in the opinion of many
11 people there is a loop that physically consists
12 of an ANI indentifying the problem at the site,
13 bringing it to the attention of the site
14 compliance people, the site N-5 Review Group, and
15 in turn this particular issue is then relayed to
16 Walt Joest or Mark Bresslar in Knoxville, who
17 immediately get on the phone and call you
18 concerning this issue.

19 A Call me?

20 Q Yes, or Mr. Robison -- or in this case
21 today it might be Mr. Ireland, but at the time it
22 was yourself or Mr. Robison. Who will, in
23 turn, contact the site and who are told to accept
24 almost whatever disposition.

25 A I don't believe that.

1 Q Well, let me finish. That's the story,
2 I mean whether it's true or not no one knows. I
3 mean I don't know, I'll tell you that up front.
4 Only in talking with a good many people. The
5 individual who handles a portion of the N-5
6 package says that, as he recalls, that not one
7 disposition that he had some problem with with
8 the ANI, that he brought to the attention of
9 Design in Knoxville, which is Mark Bresslar and
10 Walt Joest, was ever changed.

11 In other words, what I'm saying is it
12 would appear from this little bit of information
13 that this maybe happened. And we're surely
14 obligated to find out if it has ever happened, do
15 you think it's going on? I mean could it be? I
16 mean, I guess the question, has this ever
17 happened, because the problem here is that there
18 should be no pressure on your agency from
19 Knoxville, as we view it, to sign off on any item
20 that you determine is a deficiency.

21 A I've never experienced any pressure.
22 The loop, as you call it --

23 Q Have you ever heard that discussed?

24 A Well, I've heard portions of it
25 discussed and, in truth, that's the way that it

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1 should go. You know, if the ANI doesn't notify
2 us that he's got a problem and the N-5 guy calls
3 Knoxville and talks with Walt Joest or Mark
4 Bresslar, who are Codes and Standards people,
5 then I think they have every right to pick up the
6 phone and say, what's going on. And when they
7 pick up the phone and call Robbie and myself --
8 honestly I don't think I've ever been involved in
9 one of those situations where, addressing an NCR.
10 It's possible but I don't remember any. That's
11 the way that it should be. Walt or Mark should
12 pick the phone up and say, we've got a problem.
13 Tell them what it is, and then it's their
14 supervisor's responsibility to get in and
15 resolved it in accordance with the Code. Okay?
16 That's -- there's nothing the matter with that.
17 Now, the fact that none's ever been changed, I
18 don't believe that for a minute. You know,
19 there's been numerous NCR's, as I remember over
20 the years, that we would not accept as they were
21 written. Robbie would have more intimate
22 knowledge of that than I do. But as far as just
23 bending over backwards and Walt calls, I hope we
24 have never done that.

25 Q Does Mr. Robison bring these calls to

1 your attention? I mean do you require that he
2 does? Do you just say it's your bag, you handle
3 it, I mean, I have more important things to deal
4 with, or what?

5 A No. I don't have more important things
6 to deal with. But I don't deal with each Code
7 problem either. Hopefully I deal with the
8 significant ones, and we have frequent meetings,
9 my staff and I. There isn't a week that goes by
10 that we don't sit down and talk, either
11 individually or as a group. And I encourage them
12 to go to home office whenever they have a
13 question. You know, we've got certain people
14 that are designated -- I won't use the term
15 expert, but that have expertise in Section 1,
16 Section 2, Section 3, Section 8, Section 11 at
17 home office. These are people that sit on the
18 subcommittees. We encourage them to go to these
19 people if they have a problem. So they may not
20 go to me, they may go directly to Daryl Peaks. I
21 encourage them to go to Daryl Peaks if he's got a
22 problem on Section 9.

23 Q Have you ever been told by any of your
24 subordinates or any of your supervisors or even
25 some of your bosses that there's a perception of

1 some people in the field that if they come to you
2 with a problem that you'll get all over their
3 case? I mean that a confrontation with you is
4 not an enjoyable process.

5 A I'm sure it isn't.

6 Q I mean is that --

7 A I don't try to make it enjoyable. I've
8 never ignored a problem that I know of. If a guy
9 calls and he's got a legitimate concern, we're
10 going to pursue it. But if he calls just to tie
11 up the phone for an hour, probably not going to
12 pursue it.

13 Q I mean, do you view yourself as someone
14 they could call, I mean, and discuss a problem on
15 friendly terms as opposed to someone they would
16 reluctantly call when no one else is available?
17 And I guess this is kind of a personal appraisal
18 of yourself.

19 A I think, and demonstrated from past
20 performance, if it's a significant problem I
21 usually get the call.

22 BY MR. WILLIAMSON:

23 Q But do you get those calls on
24 significant problems when you might not have been
25 as attentive on what you consider the

1 insignificant problems? If it ever becomes a
2 perception problem among these guys, among these
3 inspectors, that if I call Higginbotham, all he's
4 going to do is be confrontational or adversarial?

5 A I don't see myself that way.

6 Q I mean, if that's the perception that
7 some of these people have, then it's a problem.
8 They should feel -- once again, we're talking
9 about impacting on their independence.

10 A Well, each one has a supervisor.

11 Q Yes, I understand that.

12 A That should be his first line of
13 communication.

14 Q Are you aware of any of these people
15 not coming to you just to avoid a confrontation
16 or an adversarial relationship?

17 A No.

18 Q Do you suspect that exists?

19 A I hope not.

20 Q Do you feel any pressure from any of
21 your management in Hartford or any TVA manage-
22 ment that would affect any of the decisions that
23 you've made?

24 A Absolutely not. My management has
25 never been anything but supportive. I've never

1 had any major confrontations with TVA.

2 BY MR. MURPHY:

3 Q It's kind of been suggested, and
4 correct me if this information is wrong, because
5 we don't have probably anything to document --
6 any documents, although I'm sure they're
7 available, that the contracts for TVA used to be
8 handled by your home office at one point in time;
9 is this correct?

10 A I'm not sure that situation ever
11 existed either. You see, all contract adminis-
12 tration at one time was out of home office, Lydia
13 Peterson. A change to the contract, we had to go
14 to her. But her title is assistant manager, but
15 in reality she just solves our problems for us.
16 If we needed a new client number or data input or
17 we had problems with an invoice or we've got to
18 modify a contract or scratch out a paragraph --

19 Q Did the home off at one time do all
20 that, do all the contracting as opposed -- we've
21 been told that this contract is now handled
22 locally, that it's been taken --

23 A I believe the TVA contract has always
24 been local.

25 Q Do you know that for a fact or --

1 A No. I don't know that for a fact. To
2 the best of my knowledge, it's always been local.

3 Q Do you have any personal concern about
4 maintaining the TVA contract? Is it important to
5 you that you maintain the TVA contract?

6 A Absolutely not.

7 Q In other words, you don't care if that
8 contract goes by the wayside or not?

9 A Oh, you mean of keeping the contract?

10 Q Yes, sir.

11 A Oh, sure. I want to keep the contract,
12 absolutely. I thought you meant keep administra-
13 tion of it in Atlanta.

14 Q No, no.

15 A Sure, I'd like to keep the contract.

16 Q Has this desire to keep the contract
17 ever influenced any decision that you've made
18 related to TVA? I mean does it have impact on
19 decisions like disposition --

20 A Oh, nonconformance reports?

21 Q Or -- no, let me use some other
22 examples. Nonconformance reports, does it impact
23 on who you assign where, the various assignment
24 of ANI's? Does it impact in regards to the TVA
25 calling and saying, we're having a problem with

1 this ANI I'd like to see you ship him to another
2 site, or out of TVA. I mean has anything like
3 that ever come up where the idea of maintaining
4 the TVA contract has had an impact on --

5 A We'd do that for any customer.

6 Q Do what for any customer?

7 A We'd change an inspector out if we can.

8 If we can do it economically and still service
9 the customer, we'd do that for anybody, TVA or
10 anybody else.

11 Q One little bit of clarification. Do
12 you change him because — what if we have an
13 inspector who in his view and the view of other
14 inspectors are doing a bang up job, but in the
15 process of doing a bang up job, obviously creates
16 problems for TVA. I mean, that's very, very
17 possible. You see inspectors in today's
18 marketplace that cause problems for licensees in
19 construction --

20 A He's doing a bang up job and because
21 he's doing his job it creates a problem?

22 Q In the view of, say, TVA or any other
23 licensee, but TVA in this particular case. And
24 now TVA thinks that he ought to be moved. Do you
25 consider that when you move these people around?

1 Would that be a consideration in transferring --
2 MR. WILLIAMSON: In the maintenance of
3 the contract.

4 BY MR. MURPHY:

5 Q Yes, in the maintenance of the
6 contract.

7 A I can't answer no to you, but I just
8 have to go back and tell you the same thing I
9 told you before. If we've got an inspector in
10 anybody's shop that the customer can't get along
11 with and he can't get along with the customer,
12 then we would try to solve the problem by putting
13 another man in there. And that's as candid as I
14 -- we would try to solve the problem.

15 Q It's also been suggested that there's
16 been a huge turnover in the ANI's at Watts Bar.

17 A That's not only Watts Bar.

18 Q Within TVA.

19 A Every nuclear site.

20 Q Why is that in your estimation?

21 A Well, for a long time we'd send an ANI
22 that was trained and our customer would hire
23 them. There was a great demand for somebody that
24 has the knowledge of the ASME Code at nuclear
25 sites. That's one aspect of it. Another aspect

1 of it is the guy's working under construction
2 conditions. The cost is high, the living
3 conditions are less desirable and probably he's
4 working very long and hard hours, a lot of
5 overtime. So there's a lot of reasons for the
6 high turnover. That doesn't exist only on the
7 TVA sites. That exists everywhere.

8 Q Do you think it's equally prevalent at
9 all the other sites as it is at Watts Bar.
10 Specifically at Watts Bar do you think you've had
11 a larger turnover at Watts Bar than you've had at
12 the other sites?

13 A I can't answer that question, but let
14 me try to compare it to Hanford, okay. I think
15 you would probably find the turnover at Hanford
16 greater than we've had at Watts Bar. I don't
17 know. I don't know the numbers. We have that as
18 a constant problem and we don't have that problem
19 right now because there's a large number of ANI's
20 on the street. But at the time, anybody would
21 snap up an ANI. We had that problem all over the
22 country.

23 Q Does the fact that you are locally
24 administrating the contract, let's say the TVA
25 contract, okay, does that, in fact, have any

1 impact on your third-party independence, inasmuch
2 as it appears that you have a -- someone who's
3 paying your wages, let's say, in a contract, and
4 you're servicing this organization and therefore,
5 it would appear that -- do you think that that
6 situation has any impact on --

7 A We locally administer them all now.

8 Q I understand that. I'm asking you do
9 you think that has any impact on your
10 independence in your --

11 A I don't see how it would. You know, if
12 you lose a contract you lose the money. It makes
13 no difference who's administering the damn
14 contract.

15 BY MR. WILLIAMSON:

16 Q That's another point, I guess. Do you
17 profit financially by maintaining a contract
18 with those folks?

19 A No, absolutely not. My salary is
20 impacted by it?

21 Q Yes.

22 A No, sir.

23 Q Let me ask you a few final questions.
24 Is there any additional information you'd like to
25 add to the record? Any changes you'd like to

1 make or anything else --

2 A Well, I obviously don't know all I've
3 said.

4 Q Well, I don't either.

5 A So, I hope I've been candid with you.
6 It seems like there's a feeling that some kind of
7 collusion exists between Hartford Steam Boiler
8 and TVA and I can assure you that does not exist.
9 We've never been threatened with cancellation of
10 the contract. I've never received any threats
11 from anybody at TVA, and concerning the two
12 NCR's, if we had an opportunity to do things next
13 year that we do this year, we may do them
14 differently.

15 Q Mr. Higginbotham, have I or any other
16 NRC representative threatened you in any manner
17 or offered you any reward in return for your
18 testimony?

19 A No.

20 Q Mr. Higginbotham, have you given this
21 statement freely and voluntarily?

22 A Yes.

23 Q This interview is concluded at 2:35
24 p.m. on 2 May, '86.

25 (Proceedings concluded.)

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CERTIFICATE OF OFFICIAL REPORTER

This is to certify that the attached proceedings before the UNITED STATES NUCLEAR REGULATORY COMMISSION in the matter of:

INVESTIGATIVE INTERVIEW
OF WILLIAM THOMAS HIGGINBOTHAM

Suite E-301, 1117 Perimeter Center West
Atlanta, Georgia

On May 2, 1986

were held as herein appears, and that this is the original transcript thereof for the file of the United States Nuclear Regulatory Commission.



GARY L. LONG, CCR-B-966
Official Reporter

AAA Reporting Company, Inc.

RESULTS OF INTERVIEW WITH DORWIN J. ETZLER
AS PREPARED BY INVESTIGATOR E. L. WILLIAMSON

On May 13, 1986, Dorwin J. ETZLER, Metallurgical Engineer, Codes, Standards and Materials Group, Nuclear Engineer Branch, Division of Nuclear Engineering, Tennessee Valley Authority (TVA), Knoxville, TN, was interviewed in the TVA West Tower by NRC Investigators E. L. Williamson and Daniel D. Murphy and he provided the following information in substance:

ETZLER stated he has been employed by TVA for nine years and has always worked in the Welding and Non-Destructive Examination (NDE) groups. He said prior to his employment with TVA he was engaged in a family farming operation in Ohio for two years. He related that from 1971-1975 he worked at the Norfolk Naval Shipyard, as the Head Nuclear Welding Engineer. ETZLER stated that from 1966-1971 he attended Ohio State University, where he obtained a Bachelor of Science degree in Welding Engineering.

ETZLER was asked to comment on his knowledge of Non-conformance Condition Report (NCR) 5609, dated April 27, 1984 concerning a welding problem at the Watts Bar Nuclear Plant (WBN). He related that he was the engineer responsible for preparing the recommended disposition for NCR 5609, which dealt with Tube Turn vendor welds located inside a piping penetration. He said the main issue addressed by the NCR was that these vendor welds, which were located inside the piping penetration, had not been subjected to the required hydrostatic testing by the vendor prior to shipment to TVA. He explained that TVA construction personnel at WBN, were not aware that the vendor welds had not been hydrostatically tested prior to their arrival at WBN. ETZLER indicated that even though construction was not aware that these welds existed, the information was available to them on site through a review of the fabrication data package which accompanied each sub-assembly shipped by the vendor to the WBN. He said that after each of the penetration sub-assemblies were installed, a hydrostatic test was performed. According to ETZLER, the vendor welds were not subjected to the visual inspections required by the American Society of Mechanical Engineers (ASME) Code. ETZLER explained that the reason for these welds not being visually inspected during hydrostatic testing was that a guard pipe covering some of the welds was installed by the vendor while others were covered with insulation. ETZLER said that these conditions made the welds inaccessible for the visual inspections required by the ASME code during hydrostatic testing.

ETZLER stated that in dispositioning NCR 5609, he utilized a list of affected penetrations attached to the NCR and assumed that all the listed penetrations had been hydrostatically tested, and that the problem concerned the vendor welds which had not been visually examined during the test. He said he later learned that most of the vendor weld penetrations listed in the NCR had not been visually examined during hydrostatic testing and that he assumed all the vendor weld penetrations were in a non-conforming condition. He explained that the disposition was arrived at by determining first if there was a technical problem and then whether or not the ASME code requirements had been met. He said he personally reviewed some data packages to determine if the vendor had performed additional testing to satisfy or exceed the basic ASME code requirements. He said he

did not recall finding anything that would satisfy or exceed the code requirements.

ETZLER stated that from a technical viewpoint he had no concern with the welds in question, in that he felt they would meet the requirements of their intended use. ETZLER added that he was not aware of any weld that had ever failed the hydrostatic testing requirements at WBN. He said the vendor welds were fabricated under an approved ASME program; were subjected to NDE by means of radiographic testing (RT); were subjected to inspection by both TVA and Authorized Nuclear Inspector (ANI) at the vendor; and the vendor had an approved quality assurance (QA) program.

ETZLER stated at the time he prepared the disposition it was apparent that every detail of the ASME code had not been met. He said even though TVA conducted the hydrostatic testing and there was no apparent leakage, the exact requirement of the code was not met. He reiterated that he did not personally have any concern about the adequacy of any of the vendor welds. He said the vendor had a QA program in place and had there been a problem with the welds, TVA would have relied on the vendor QA program to address and correct the situation.

ETZLER was asked to comment on the ANIs' concern about the inaccessible vendor welds. He said he personally felt the ANIs had a legitimate concern with regard to the ASME code requirement that the ANI witness the visual inspection of all welds during a hydrostatic test. ETZLER indicated that this concern was carefully considered by Marc BRESSLER in the Codes, Standards and Materials Group. He related that BRESSLER was instrumental in arriving at the disposition recommended for NCR 5609, explaining that several years ago, TVA elected to review all documentation packages for all of WBN. He said this review was to ensure that all welds were adequate, all welders were properly certified and, in general, that all required documentation was available and accurate. ETZLER added that this review surfaced numerous small problem areas that had to be resolved. ETZLER indicated in his recommended disposition that if the ANIs could not accept TVA's proposed disposition, the weld penetrations in question would be removed from the N-5 data package. He said in essence, this would relieve the ANIs of responsibility for the welds and they could then legitimately accept and approve the contents of the N-5 data package. ETZLER stated for this reason he identified the welds in question as being "significant." He said if the ANI could not accept the recommended disposition for NCR 5609 the welds would be removed from the N-5 data package and the NCR would serve as the required notification to the NRC of the proposed action by TVA. He pointed out that only those NCRs identified as being "significant" are forwarded to the NRC. ETZLER related however, that this was not necessary because the ANIs accepted the disposition recommended by TVA.

ETZLER was asked about the last paragraph on the disposition of NCR 5609, which stated in part that, "if the ANIs' could not accept the disposition they would have to delete them from the N-5 program." He said this statement was written by him and was never meant to be a threat, nor was it intended to threaten or intimidate the ANIs. ETZLER related that his remarks were meant to provide an alternative to the ANI. He said that since WBN was close to fuel loading and trying to get on line, he wanted to

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address and resolve the concerns as quickly as possible. He said he did not attempt to apply any pressure, or leverage on the ANIs, because there was no concern with the hardware and TVA felt confident the NRC would allow TVA to remove these welds from the N-5 data package. He recalled incidents, not specifically, when various items had been removed from the N-5 data package. He added that this was generally done when documentation for the item was not readily available, but there was however, an approved QA program in place and associated back-up documentation was available.

ETZLER stated that the practice of removing items from N-5 data packages was utilized in order to continue progressing with the work at the site and become operational. He stated that some of the plant systems have various restrictions on the number of hydrostatic tests that can be performed on a particular system and hydrostatic tests cannot be wasted on systems unnecessarily. He related that his statement about removing the Tube Turn welds from the N-5 data package was designed to let the craftsmen at the site have some relief in knowing they would not have to hydrostatic test these systems again.

ETZLER related that he originally received NCR 6420 in October 1985, because he was involved in the review and disposition of NCR 5609. He explained however, that his group had been reorganized and he was no longer responsible for hydrostatic testing. He said NCR 6420 addresses primarily hydrostatic testing and for this reason, Craig CANTRELL was assigned to address the NCR. He indicated that CANTRELL would be the best source of information if OI wanted to discuss NCR 6420. He added however, that when he saw NCR 6420, it was the first time he realized that some systems on NCR 5609 had not been hydrostatically tested as reflected on the list of welds that accompanied the NCR 5609. He said NCR 6420 was written to address those systems that had not been subjected to visual examination during hydrostatic testing and they were located in both Units 1 and 2.

ETZLER was asked if he discussed either NCR 5609 or NCR 6420 with an ANI and he indicated that he did not recall discussing the NCRs with any of the ANIs. He said he did have discussions with BRESSLER and related that BRESSLER had discussed the code issues in some detail with Hartford Steam Boiler Inspection and Insurance Company (HSBII) management. He averred that BRESSLER was an ASME Code expert and he relied on him for interpretation of the code. He said that during review of NCR 5609, TVA was approaching fuel load and start-up at WBN and were not interested in hydrostatically testing these systems again. ETZLER said he did not know that the Tube Turn welds had not been visually inspected during hydrostatic testing until he received NCR 5609. He said he felt that it was the Office of Construction's responsibility to identify all welds that needed to be visually examined during the tests.

ETZLER was asked why NCR 6420 was dispositioned differently than NCR 5609. He said it was a different time at TVA and during discussion between BRESSLER and HSBII it was decided that visual examination of all welds during hydrostatic testing would be performed. He said he could not be sure why the change in disposition, whether it was just cosmetic, different code committee review or just a different interpretation. ETZLER stated in conclusion that he personally feels the welds in question are technically

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39

adequate; that they had been subjected to volumetric examination; and during hydrostatic testing on systems no leakage was observed. However, he said he was not sure that all ASME Code requirements were met. ETZLER did not provide any additional information pertinent to this investigation.

This Results of Interview was prepared on May 19, 1986.

E. L. Williamson
E. L. Williamson, Investigator

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PAGE 4 OF 4 PAGES

RESULTS OF INTERVIEW WITH CRAIG CANTRELL AS
PREPARED BY INVESTIGATOR DANIEL D. MURPHY

On May 13, 1986, Craig CANTRELL, a Metallurgical Engineer with the Codes, Standards and Material Group, Nuclear Engineering Branch, Division of Nuclear Engineering, Tennessee Valley Authority (TVA), Knoxville, TN was interviewed by NRC Investigators Daniel D. Murphy and E. L. Williamson concerning his knowledge of the disposition of Watts Bar Nuclear Plant (WBN) Non-conforming Condition Report (NCR) 6420. CANTRELL stated substantially as follows:

CANTRELL stated that he was employed by TVA on January 30, 1983 as a metallurgical engineer after graduating from North Carolina State University with a Bachelor of Science degree in metallurgical engineering. CANTRELL said he has worked basically in the same position since his arrival at TVA.

CANTRELL indicated that NCR 6420 was assigned to him in October 1985 and was a follow up to NCR 5609. He stated that the NCR was related to penetration welds in Unit 2 at WBN which could not be visually examined for leakage during hydrostatic testing. CANTRELL said that the problem resulted from the vendor welding a guard pipe over some of the welds and covering the others with insulation. He stated that this created a situation wherein the vendor welds could not be visually inspected during hydrostatic testing. According to CANTRELL, NCR 6420 was generated when John SELF, the N-5 Packet Supervisor at WBN, discovered that a portion of the vendor welds in Unit 2, which had allegedly been dispositioned in NCR 5609, had not been hydrostatically tested before NCR 5609 had been closed out. CANTRELL stated that Pete ETZLER prepared the disposition on NCR 5609 and that the recommended disposition had been accepted by the Authorized Nuclear Inspector (ANI). He said that more than likely ETZLER would have been given NCR 6420, but his (ETZLER's) section had been reorganized and responsibility for this type of NCR transferred to his (CANTRELL's) group.

CANTRELL related that he originally used the same recommendation for NCR 6420 as ETZLER used for NCR 5609. He said that when NCR 6420 reached the WBN site it was immediately rejected by the ANI. CANTRELL stated that it was his impression that the ANI and the Hartford Steam Boiler Inspection and Insurance Company (HSBII) objected to the disposition and indicated that in the future they (ANI and HSBII management) would require that these types of welds meet the American Society of Mechanical Engineers (ASME) Code requirements.

CANTRELL stated that when the NCR was returned to him for arriving at a disposition acceptable to the ANI and HSBII, he began to search for various ways to resolve the problem identified by the NCR. CANTRELL said that he went to Marcus BRESSLER, who is considered to be TVA's most knowledgeable person on ASME Code requirements. He indicated that he and BRESSLER worked for about a month on possible resolutions to the problem identified by NCR 6420 and met with HSBII representatives on January 24, 1986 to discuss their options. CANTRELL stated that they (TVA) suggested several ways to resolve the problem which included the use of fiber optics and/or moisture

sensitive tape. According to CANTRELL, the HSBI representatives felt that the fiber optics recommendation was more acceptable. He said that this recommendation was only for Unit 2 of WBN and he is not aware of any such proposals for Unit 1. CANTRELL implied that Unit 1 was covered by NCR 5609, which he had nothing to do with.

CANTRELL indicated that this whole problem resulted from a lack of communications between the vendor and whoever at TVA relieved the vendor of the responsibility for hydrostatically testing the welds in question. He said that in addition, someone in TVA should have informed the Office of Construction (OC) at WBN that the welds had not been hydrostatically tested. According to CANTRELL, if this information had been given to the OC at WBN, the welds could have been hydrostatically tested prior to installation. CANTRELL stated that in his opinion, the recommended disposition of NCR 6420 will resolve the problem for Unit 2. He reiterated that TVA is not currently addressing the situation in Unit 1 and that, basically, TVA thought this issue was dead.

When queried about the different dispositions for NCR 6420 and NCR 5609, which basically dealt with the same issue, CANTRELL stated that he tried to use the same disposition for NCR 6420 (Unit 2) which was accepted for NCR 5609 (Units 1 and 2) but it was rejected by the ANI. CANTRELL stated that he thought he was addressing the same problem. He related that he cannot explain the different dispositions but does not believe that cost and schedule had anything to do with the disposition of NCR 5609. CANTRELL indicated that when he sent in the same recommended disposition for NCR 6420 and NCR 5609, he was confident that it would be accepted.

When asked if the comment on the disposition which implied that if the ANI could not accept the disposition of the NCR, the weld would be taken off the N-5 packet was a threat, CANTRELL replied "no." CANTRELL said he had not given any thought to this notion and did not view the comment as an ultimatum or threat to the ANIs.

CANTRELL was asked why the problem was identified as "significant" in NCR 5609 and "not significant" in NCR 6420, to which he replied that in his opinion, the problem did not meet the criteria of a "significant" classification as specified in TVA Procedure OEP-17, Conditions Adverse to Safety. CANTRELL indicated that he did not want to render an opinion on whether or not the disposition of NCR 5609 met ASME Code requirements and felt that this question could best be answered by BRESSLER. CANTRELL related that BRESSLER was upset about the lack of communications between TVA and the vendor but was very helpful in arriving at the disposition of NCR 6420. CANTRELL concluded by stating that in his opinion, NCR 6420 is being handled in a very acceptable manner.

This Results of Interview was prepared on May 28, 1986.


Daniel D. Murphy, Investigator

ORIGINAL
UNITED STATES
NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF:

DOCKET NO:

INVESTIGATIVE INTERVIEW

W.P. Joest

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

INTERVIEW

OF

WALTER P. JOEST

West Tower
Tennessee Valley Authority
400 W. Summit Hill Drive
Knoxville, Tennessee 37902

Thursday, May 22, 1986

The interview commenced, pursuant to notice, at
8:45 a.m.

BEFORE:

E. L. WILLIAMSON, Senior Investigator
DANIEL D. MURPHY, Senior Investigator
Office of Investigations
Region II-Atlanta
Nuclear Regulatory Commission
Suite 2900
101 Marietta Street
Atlanta, Georgia 30323

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P R O C E E D I N G S

INVESTIGATOR WILLIAMSON: For the record, it is now 8:45. This is an interview of Walter P. Joest, who is employed by the Tennessee Valley Authority.

The location of this interview is the West Tower, Tennessee Valley Authority, TVA, Knoxville, Tennessee. Present at the interview are E. L. Williamson and Daniel D. Murphy. As agreed, this is being transcribed by a court reporter.

Whereupon,

WALTER PHILLIP JOEST

having been first duly sworn by Investigator Williamson, was examined and testified as follows:

INVESTIGATOR WILLIAMSON: Mr. Joest, for the record, would you provide your full name and position with TVA.

MR. JOEST: First, is it permissible for me to ask what you are investigating?

INVESTIGATOR WILLIAMSON: Yes. The questions that we will be asking you are concerning allegations that we have received regarding the allegations of coercion of the authorized nuclear inspectors by Hartford Steam Boiler and/or TVA at Watts Bar primarily.

MR. JOEST: Is that a violation of law or is there a specific thing that you are investigating?

1 INVESTIGATOR WILLIAMSON: Well, we will get into
2 that as we progress on.

3 MR. JOEST: Okay.

4 INVESTIGATOR WILLIAMSON: Would you please provide
5 your full name and position with TVA.

6 MR. JOEST: I am Walter Phillip Joest. I am a
7 metallurgical engineer with the TVA.

8 INVESTIGATOR WILLIAMSON: And what group are you
9 assigned to here?

10 MR. JOEST: I work for the Nuclear Engineering
11 Branch in the Division of Nuclear Engineering.

12 INVESTIGATOR WILLIAMSON: How long have you been
13 employed with TVA?

14 MR. JOEST: Thirteen years, or twelve years.

15 INVESTIGATOR WILLIAMSON: Twelve years. Prior to
16 your training with TVA or employment with TVA, who were you
17 employed by?

18 MR. JOEST: I worked for the Union Carbide
19 Corporation and I worked for Esso Research and Engineering
20 Company.

21 INVESTIGATOR WILLIAMSON: In Tennessee?

22 MR. JOEST: Union Carbide in Tennessee. Esso was
23 not in Tennessee.

24 INVESTIGATOR WILLIAMSON: And prior to your
25 experiences or training with Esso what were you doing?

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MR. JOEST: I was in school.

INVESTIGATOR WILLIAMSON: Your education consisted of?

MR. JOEST: I have got a bachelor's degree and a master's degree.

INVESTIGATOR WILLIAMSON: In what fields?

MR. JOEST: I have got a bachelor's degree in metallurgical engineering and a master's degree in engineering administration.

INVESTIGATOR WILLIAMSON: Since being with TVA, what positions have you held?

MR. JOEST: I have been a metallurgical engineer, and for a short period of time I was in charge of the Code Standards, and Materials Section.

INVESTIGATOR WILLIAMSON: And that is the section you are now working in?

MR. JOEST: Yes.

INVESTIGATOR WILLIAMSON: Codes, Standards and Materials Group.

MR. JOEST: Yes.

INVESTIGATOR WILLIAMSON: In your view, what is the purpose of the authorized nuclear inspectors on a nuclear plant site?

MR. JOEST: I would have to go get the source documents to show their exact purpose.

1 INVESTIGATOR WILLIAMSON: Do you have any idea of
2 what their responsibilities are?

3 MR. JOEST: Yes.

4 INVESTIGATOR WILLIAMSON: What are those?

5 MR. JOEST: They are responsible for monitoring
6 compliance with our program for ASME Code Construction.

7 INVESTIGATOR WILLIAMSON: Is their presence
8 required by either the State or TVA or NRC or any other
9 agency?

10 MR. JOEST: I believe their presence is required
11 by law.

12 INVESTIGATOR WILLIAMSON: What is your
13 relationship with the ANI at the various nuclear plant
14 sites, and when I say ANI's, I am meaning both ANI's and
15 ANII's that work for Hartford Steam Boiler Inspection and
16 Insurance Company. What is your relationship between you
17 specifically and the ANI's at various TVA nuclear sites?

18 MR. JOEST: I don't really know what the answer to
19 that is. That is kind of a vague question.

20 INVESTIGATOR WILLIAMSON: Well, do you have daily
21 contact with these people or periodic contact?

22 MR. JOEST: Periodic contact.

23 INVESTIGATOR WILLIAMSON: Does your position with
24 TVA cause you to have any direct interface with the ANI's?

25 MR. JOEST: No.

1 INVESTIGATOR WILLIAMSON: What about with Hartford
2 Steam Boiler?

3 MR. JOEST: Yes.

4 INVESTIGATOR WILLIAMSON: Would you say that that
5 was frequent contact?

6 MR. JOEST: What is frequent?

7 INVESTIGATOR WILLIAMSON: Frequent as opposed to
8 occasional or infrequent?

9 MR. JOEST: I would pick frequent from that list.

10 INVESTIGATOR WILLIAMSON: Let me ask you, what is
11 the procedural basis for your relationship with the
12 Hartford managerial personnel? Is there a requirement that
13 you have this interface with them contractually or
14 otherwise?

15 MR. JOEST: There is a requirement within our
16 quality assurance program to have this interface.

17 INVESTIGATOR WILLIAMSON: And who is the point of
18 contact with Hartford?

19 MR. JOEST: Who the exact defined point of contact
20 is, I don't know. I would have to go get the manual and
21 read the exact ---

22 INVESTIGATOR WILLIAMSON: Is there someone you
23 have more contact with than others?

24 MR. JOEST: Yes.

25 INVESTIGATOR WILLIAMSON: Who would that be?

1 MR. JOEST: Right now it is Chuck Ireland.

2 INVESTIGATOR WILLIAMSON: You mentioned having to
3 get the manual. Are you familiar with the TVA, or I guess
4 the Watts Bar QA Manual which reflects the line of
5 communication between TVA and Hartford? Do you know who
6 the point of contact with Hartford at Watts Bar would be?

7 MR. JOEST: I would have to get the manual to be
8 exactly sure.

9 INVESTIGATOR WILLIAMSON: This is similar to the
10 question asked earlier about the requirement of the ANI's
11 on site. With Hartford being an authorized inspection
12 agency, are they required, the AIA, is it required by TVA
13 to be on site to provide third-party independent
14 inspection?

15 MR. JOEST: Required by TVA?

16 INVESTIGATOR WILLIAMSON: Yes.

17 MR. JOEST: We have contracted to provide that
18 service. So I guess we have required it.

19 INVESTIGATOR WILLIAMSON: I guess what I am trying
20 to determine is is this a result of a commitment that TVA
21 has made in their FSAR to the NRC, or is this a requirement
22 that the State has imposed upon TVA with its construction?

23 MR. JOEST: I am not familiar with commitments to
24 the State. I believe I remember the FSAR does make the
25 commitment.

1 INVESTIGATOR WILLIAMSON: In your view, what is
2 the Hartford responsibility under this contract agreement
3 with TVA?

4 MR. JOEST: I haven't read the contract in a long
5 number of years. It is not in my area of responsibility.
6 So I am not familiar with their responsibilities in the
7 contract.

8 INVESTIGATOR WILLIAMSON: But does it basically
9 provide the authorized nuclear inspectors for the various
10 sites?

11 MR. JOEST: Yes.

12 INVESTIGATOR WILLIAMSON: What is the status of
13 the current contract?

14 MR. JOEST: I don't know.

15 INVESTIGATOR WILLIAMSON: Do you know who the
16 contract administrator for TVA is?

17 MR. JOEST: No, I don't.

18 INVESTIGATOR WILLIAMSON: Did you have any role or
19 play any role in establishing the technical requirements
20 for the contract?

21 MR. JOEST: No, I did not.

22 INVESTIGATOR WILLIAMSON: Was there ever a period
23 that consideration was being given to not renewing the
24 Hartford contract with TVA?

25 MR. JOEST: I don't know.

1 INVESTIGATOR WILLIAMSON: Was there ever a period
2 that the contract had a verbal extension as opposed to a
3 written agreement?

4 MR. JOEST: I don't know.

5 INVESTIGATOR WILLIAMSON: You have no dealings
6 with the current contract?

7 MR. JOEST: No, sir.

8 INVESTIGATOR WILLIAMSON: Did you have any
9 responsibility to review the contract at any time?

10 MR. JOEST: No, sir.

11 INVESTIGATOR WILLIAMSON: Do you know who the TVA
12 contract administrator is for the Hartford contract?

13 MR. JOEST: No, sir.

14 INVESTIGATOR WILLIAMSON: Let me ask you, Mr.
15 Joest, from the ASME Code standpoint, and you as I
16 understand spend a great deal of your time with the code
17 related problems; is that correct?

18 MR. JOEST: Yes, I do.

19 INVESTIGATOR WILLIAMSON: From an ASME Code
20 standpoint, must the authorized nuclear inspector, from the
21 point of view of his interpretation of the Code with an
22 issue identified by the Code as a violation, must he be
23 satisfied that it is properly dispositioned?

24 MR. JOEST: I don't know. I would have to go and
25 read the Code. That is an area of the Code that I don't

1 deal with that much.

2 INVESTIGATOR WILLIAMSON: Do you know what the
3 ANI's responsibility is regarding the disposition of
4 nonconforming condition reports?

5 MR. JOEST: Again, I would have to go and get the
6 Code and read the exact words.

7 INVESTIGATOR WILLIAMSON: In your dealings with
8 Hartford, Atlanta, do you feel that they have supported the
9 ANI's in the field relative to their making independent
10 decisions?

11 MR. JOEST: I have got no basis to make a judgment
12 on that.

13 INVESTIGATOR WILLIAMSON: What about their support
14 of the ANI's with regard to interpretation of codes?

15 MR. JOEST: Again, I have got no basis for the
16 dealings with Hartford.

17 INVESTIGATOR WILLIAMSON: Are you familiar with
18 the interface between the Hartford management personnel and
19 the ANI's in the field?

20 MR. JOEST: I know that there must be an
21 interface, but I don't know any details of it.

22 INVESTIGATOR WILLIAMSON: Do you know if the
23 Hartford, Atlanta office has been fully supportive of the
24 views of the ANI's in the field, or have they been more
25 likely to agree with the position taken by your office here

1 in Knoxville?

2 MR. JOEST: I don't know.

3 INVESTIGATOR WILLIAMSON: Have you ever had
4 contact with the Hartford management regarding a problem at
5 a site that had some direct involvement with an ANI?

6 MR. JOEST: I must have.

7 INVESTIGATOR WILLIAMSON: You said you had contact
8 with the Hartford people I guess frequently or
9 occasionally. Was this contact to discuss any issues that
10 involved the ANI's?

11 MR. JOEST: It was an issue that involved an ANI,
12 yes. Everything involves the ANI I guess. So, yes.

13 INVESTIGATOR WILLIAMSON: And maybe a particular
14 decision made by an ANI, would that be discussed with the
15 Hartford management?

16 MR. JOEST: Sometimes, yes.

17 INVESTIGATOR WILLIAMSON: Do you know if the ASME
18 Code gives a Field or a Regional Supervisor of an ANI the
19 authority to override the decision made by the ANI in the
20 field?

21 MR. JOEST: I don't know.

22 INVESTIGATOR WILLIAMSON: Are you familiar with
23 any code requirements, either ANSI or ASME, that would
24 allow a supervisor either of an authorized inspection
25 agency or a plant site to override the decision that is

1 made by an ANI?

2 MR. JOEST: I don't know, either allow or prohibit
3 it. I am just not aware of anything at all within that
4 area.

5 INVESTIGATOR WILLIAMSON: We agree for the purpose
6 at least for the ANI's to be on site is to provide third-
7 party independent inspection of Code requirements; is that
8 correct?

9 MR. JOEST: Okay.

10 INVESTIGATOR WILLIAMSON: I mean do we agree on
11 that, that that is part of their responsibility to provide
12 a third-party independent inspection?

13 MR. JOEST: Again, their exact, I would have to go
14 and read the exact requirements to either agree or disagree
15 with the way you are stating it.

16 INVESTIGATOR WILLIAMSON: If there is a situation
17 that arises and the ANI disagrees with the decision of his
18 management, does the Code allow him to bypass his
19 management and go to a higher authority for a decision?

20 MR. JOEST: I don't know.

21 INVESTIGATOR WILLIAMSON: Do you know if an ANI at
22 Watts Bar or at any other plant sites have bypassed their
23 management in seeking a decision from some higher
24 authority?

25 MR. JOEST: I don't know.

1. INVESTIGATOR WILLIAMSON: You are not aware of
2. any?

3. MR. JOEST: No.

4. INVESTIGATOR WILLIAMSON: Are you aware that if an
5. ANI does not agree and pursues a matter to a higher
6. authority whether he would be jeopardizing his position
7. with Hartford?

8. MR. JOEST: I don't know Hartford's policy.

9. INVESTIGATOR WILLIAMSON: From an ASME Code
10. standpoint, should the ANI's have the freedom to discuss
11. and offer any dissenting opinions on issues that they
12. disagree with their management on?

13. MR. JOEST: I don't know whether the Code
14. discusses that.

15. INVESTIGATOR WILLIAMSON: Do you know if there
16. have been any occasions on site where ANI's have pursued a
17. matter above the level of their supervision in Hartford?

18. MR. JOEST: Not that I am aware of.

19. INVESTIGATOR WILLIAMSON: You don't know if they
20. have gone to the Hartford home office or to the National
21. Committee or anything else?

22. MR. JOEST: Not that I am aware of. I assume
23. since I am here somebody has pursued something above their
24. management, but I am not aware of the situation.

25. INVESTIGATOR WILLIAMSON: Do you get diary

1 reports, daily dairy reports, I think SIS documentation,
2 40939 documentation from Hartford personnel that is
3 generated on site?

4 MR. JOEST: No, sir.

5 INVESTIGATOR WILLIAMSON: You are not on
6 distribution for that?

7 MR. JOEST: No, sir.

8 INVESTIGATOR WILLIAMSON: So routinely you would
9 never see any of the documentation?

10 MR. JOEST: Right.

11 INVESTIGATOR WILLIAMSON: Do you know of any cases
12 where an ANI has disagreed with management regarding an
13 issue such as the disposition of a nonconforming condition
14 report and was directed to sign off on a document by his
15 management?

16 MR. JOEST: Not that I am aware of.

17 INVESTIGATOR WILLIAMSON: Are you aware of any
18 circumstances wherein any ANI or ANII has disagreed with
19 the disposition of an NCR at Watts Bar and has not
20 voluntarily signed off on the documentation?

21 MR. JOEST: Not that I am aware of.

22 INVESTIGATOR WILLIAMSON: To your knowledge, has
23 TVA, ^{ON SITE} inside or corporate personnel, had any impact on the
24 decision-making process with regards to the disposition of
25 NCR's by the ANI's, the acceptability of disposition of

1 NCR's by the ANI's?

2 MR. JOEST: Yes.

3 INVESTIGATOR WILLIAMSON: Can you relate in what
4 case that has taken place?

5 MR. JOEST: I can't remember specific instances,
6 but I know that over the past we have discussed with site
7 personnel and the ANI's in conversations, you know,
8 questions about dispositions of NCR's.

9 INVESTIGATOR WILLIAMSON: And was their position
10 altered or changed as a result of your conversations?

11 MR. JOEST: As I remember, sometimes yes and
12 sometimes no.

13 INVESTIGATOR WILLIAMSON: In those conditions when
14 they weren't changed, what was the course of action that
15 either the ANI or TVA could take?

16 MR. JOEST: I don't know what the ANI could take.

17 INVESTIGATOR WILLIAMSON: Is there a requirement
18 then on that NCR that the ANI agree with the disposition?
19 At least, as I understand, there is a place for the ANI to
20 sign off on an NCR with regard to Code items.

21 MR. JOEST: The requirement that he sign off on
22 the NCR is accepting the disposition, yes.

23 INVESTIGATOR WILLIAMSON: And if he refuses to
24 sign off on it, can we assume that he disagrees with the
25 disposition?

1 MR. JOEST: I don't know.

2 INVESTIGATOR WILLIAMSON: Have you had an occasion
3 where an ANI has refused to sign off and accept the
4 disposition of an NCR?

5 MR. JOEST: I don't know.

6 INVESTIGATOR WILLIAMSON: Is there anyone from
7 TVA, either from Knoxville or from the sites in particular,
8 that contacted Hartford in Atlanta and attempted to
9 influence a decision or a matter in which a situation or
10 problem was resolved?

11 MR. JOEST: Must have, yes.

12 INVESTIGATOR WILLIAMSON: You say "must have."
13 Why would you say must have?

14 MR. JOEST: I remember doing it myself.

15 INVESTIGATOR WILLIAMSON: In what way have you
16 attempted to influence a decision?

17 MR. JOEST: I cannot recall specific conversations
18 or specific circumstances.

19 INVESTIGATOR WILLIAMSON: But you have had contact
20 with Hartford personnel regarding issues of concern to you?

21 MR. JOEST: Yes.

22 INVESTIGATOR WILLIAMSON: Let me ask you another
23 question. Is this flow of information or contact with
24 Hartford by you people, the Code, Standards and Materials
25 Group I assume, with Hartford management personnel, is that

1 the appropriate way for dealing with these issues, or their
2 point of contact someone on the site?

3 MR. JOEST: I don't know.

4 INVESTIGATOR WILLIAMSON: Well the reason I ask,
5 and let's pause just a minute, if you will.

6 (Pause.)

7 INVESTIGATOR WILLIAMSON: Back on the record.

8 Is this a QCI, 1.3?

9 MR. JOEST: I don't think so.

10 INVESTIGATOR WILLIAMSON: It says in section
11 2.3.2 "The Office of Construction has a Project Manager at
12 each nuclear power site and he or his designee shall
13 establish and maintain contact with an authorized
14 inspection agency concerning project items."

15 What my question was was the loop of contact, and
16 from reading this, it appears that the contact should be
17 from the site to the authorized inspection agency, and what
18 you are saying is you have frequent contact with these
19 people regarding matters, code matters regarding ANI's.

20 Is this loop that you are involved, from a site to
21 Corporate to Hartford, is that an acceptable way of
22 communicating with the authorized nuclear inspection
23 agency?

24 MR. JOEST: I believe that you have misstated an
25 earlier statement of mine. I believe I told you that I

1 have frequent contact with Hartford.

2 INVESTIGATOR WILLIAMSON: Yes. And my question is
3 is that the way of communicating with Hartford? Is it done
4 through Knoxville or through codes and standards, or is it
5 done from the site to the authorized inspection agency?

6 MR. JOEST: My contact with Hartford is not done
7 through the site.

8 INVESTIGATOR WILLIAMSON: Okay. Is there a
9 provision that allows your contact with an authorized
10 inspection agency to go through codes and standards vice
11 going through the site?

12 MR. JOEST: Yes, sir.

13 INVESTIGATOR WILLIAMSON: And what is that?

14 MR. JOEST: As described within our Quality
15 Assurance Manual.

16 INVESTIGATOR WILLIAMSON: Do you recall exactly
17 where that is located?

18 MR. JOEST: Well, I would have to go and find it.

19 INVESTIGATOR WILLIAMSON: But you could provide
20 it?

21 MR. JOEST: Yes, sir.

22 INVESTIGATOR WILLIAMSON: Okay. We were talking,
23 Mr. Joest, about your contact with Hartford in Atlanta and
24 your frequent contact with them you said on occasions and
25 your contact has been to influence a decision of a matter

1 in which a situation has been resolved.

2 Once again, can you recall any specifics?

3 MR. JOEST: I don't believe I said my function was
4 to influence a decision that had been made.

5 INVESTIGATOR WILLIAMSON: I didn't say your
6 function. My question was has anyone TVA or anyone else
7 had any contact with Hartford and attempted to influence a
8 decision regarding how a situation was resolved, and you
9 indicated that you had.

10 MR. JOEST: Okay.

11 INVESTIGATOR WILLIAMSON: You have had contact
12 with them?

13 MR. JOEST: Yes.

14 INVESTIGATOR WILLIAMSON: Can you recall
15 specifically any contact that you have had with them?

16 MR. JOEST: I can't specifically recall specific
17 instances.

18 INVESTIGATOR WILLIAMSON: Can you provide a
19 scenario wherein you might call them regarding an instance
20 or an event wherein you would have contact with them
21 concerning a matter?

22 MR. JOEST: I can provide what I will call a
23 typical situation.

24 INVESTIGATOR WILLIAMSON: Please do.

25 MR. JOEST: Using your example of a nonconforming

1 report and the situation where TVA believes we comply with
2 the Code or given a nonconformance that was dispositioned
3 within the City of Knoxville by the Corporate staff, and
4 there is discussion going on on site of whether or not it
5 does comply with the Code, and then try to talk with the
6 Hartford staff to see whether we are in agreement on what
7 the requirements of the Code are.

8 INVESTIGATOR WILLIAMSON: Do you ever go to the
9 ANI first and try to work this out, or do you go to
10 supervision?

11 MR. JOEST: I typically go work with the ANI first
12 or typically try to work with both simultaneously.

13 INVESTIGATOR WILLIAMSON: And if you are
14 unsuccessful in that, with the ANI, then you typically go
15 to his management?

16 MR. JOEST: No.

17 INVESTIGATOR WILLIAMSON: You don't typically go
18 to his management.

19 MR. JOEST: No.

20 INVESTIGATOR WILLIAMSON: But you have gone to
21 their management in an effort to try to reach a decision
22 regarding the acceptability?

23 MR. JOEST: Right, and I guess you have phrased it
24 better than I have in saying in attempting to reach a
25 decision, yes.

1 INVESTIGATOR WILLIAMSON: Do you recall a
2 situation, and I understand that you have many, many of
3 these, and I don't know if they are daily occurrences or
4 weekly, but over the years you have had many of these, but
5 do you recall a specific circumstance or incident wherein
6 an ANI has refused to accept the disposition on an NCR,
7 flatly refused to accept the disposition on an NCR and you
8 have gone to Hartford in an effort to convince them to
9 convince the ANI to accept the disposition and your
10 reasoning for that?

11 MR. JOEST: Well, one, it is not a daily or a
12 weekly thing, you know. Just trying to remember back over
13 the past years, it is a one every six months or once every
14 year thing, and I don't remember an occurrence where the
15 ANI has flatly refused to accept a nonconformance where
16 this happened.

17 INVESTIGATOR WILLIAMSON: Are there other people,
18 either at the site or here in Knoxville, that might get
19 involved in the disposition of an NCR by the ANI or the
20 acceptability of a disposition of an NCR by the ANI?

21 MR. JOEST: There would be a large number of
22 people. There is a blank on the NRC that says referred to
23 Knoxville for a disposition.

24 INVESTIGATOR WILLIAMSON: Has Guenter Wadewitz,
25 the Project Manager at Watts Bar Nuclear Plant, ever

1 directly contacted you concerning the problem that he has
2 had with an ANI at Watts Bar?

3 MR. JOEST: Not that I remember.

4 INVESTIGATOR WILLIAMSON: Has any subordinate of
5 Mr. Wadewitz, such as John Self, Charles Christopher or
6 Herb Fisher contacted you with a problem an ANI?

7 MR. JOEST: Yes.

8 INVESTIGATOR WILLIAMSON: Who has contacted you?

9 MR. JOEST: Again now -- I know John Self has, but
10 I can't recall the specific occurrences. I know that I
11 have talked with John about various problems, and I am
12 certain that some of them involved the ANI.

13 INVESTIGATOR WILLIAMSON: Has anyone in this
14 office, and this is a spin-off question, but has anyone in
15 this office contacted Hartford in Atlanta about a specific
16 problem with an ANI at the site, a specific ANI at the
17 site?

18 MR. JOEST: I don't know. I don't remember. I
19 don't doubt we have sometime, but I just can't remember.

20 INVESTIGATOR WILLIAMSON: Let me ask you a
21 question, Mr. Joest, and see if you can recall last fall,
22 1985, contacting Hartford management in Atlanta concerning
23 the ANI at Watts Bar spending too much time with QTC's
24 representatives, and that is Quality Technology Company's
25 representatives at Watts Bar? Do you recall discussing

1 this issue with Hartford management?

2 MR. JOEST: I recall discussing the relationship
3 between -- relationship, or I don't know what it was --
4 between the ANI and QTC, yes.

5 INVESTIGATOR WILLIAMSON: Was your concern that
6 the ANI was spending too much time talking with QTC?

7 MR. JOEST: I don't remember what my specific
8 concern was.

9 INVESTIGATOR WILLIAMSON: Do you know what action
10 was taken by Hartford as a result of your concern?

11 MR. JOEST: As a result of my concern? I don't
12 know what was done as a result of my concern.

13 INVESTIGATOR WILLIAMSON: Since you were not on
14 site, and you don't normally work on the Watts Bar site; is
15 that correct?

16 MR. JOEST: That is correct.

17 INVESTIGATOR WILLIAMSON: You were not on site,
18 and yet you had knowledge of the ANI's visiting with QTC
19 personnel. Who did you get this information from?

20 MR. JOEST: I think John Self.

21 INVESTIGATOR WILLIAMSON: Was the concern that the
22 ANI's were spending too much time with QTC and away from
23 their job, or was the concern that the ANI's were providing
24 some information regarding quality problems at Watts Bar
25 without bringing them first to TVA's attention?

1 MR. JOEST: If I remember correctly, my concern
2 was that Hartford was providing TVA third-party inspection
3 service and the concern that problems should be worked out
4 wherever possible between the people who were trying to
5 work them out without another third party involved.

6 INVESTIGATOR WILLIAMSON: And the other third
7 party being QTC?

8 MR. JOEST: Yes.

9 INVESTIGATOR WILLIAMSON: It is my understanding
10 that once these people, the ANI's talked with QTC at Watts
11 Bar that there were some changes made wherein I think
12 Hartford had required them to contact them if they were
13 contacted by someone else other than I guess codes and
14 standards people, certainly people from QTC or NSRS.

15 The thrust of your concern was that these people
16 were spending too much time with the QTC people and not
17 enough time addressing what they were being paid to do; is
18 that correct?

19 MR. JOEST: No, sir.

20 INVESTIGATOR WILLIAMSON: What was the thrust of
21 your concern?

22 MR. JOEST: I will try to rephrase what I said.
23 The thrust of my concern was that Hartford and TVA work
24 together to resolve our problems or whatever was going on.

25 INVESTIGATOR WILLIAMSON: Do you know what the

1 ANI's were discussing with QTC?

2 MR. JOEST: No.

3 INVESTIGATOR WILLIAMSON: In your opinion, did the
4 ANI's have the same rights as TVA employees to talk with
5 QTC about concerns they had?

6 MR. JOEST: Yes, definitely.

7 INVESTIGATOR WILLIAMSON: Was this mentioned to
8 Guenter Wadewitz or whoever called you, maybe John Self,
9 that the ANI's had the same freedom to go to QTC if they
10 felt they had a concern about the way in which TVA was
11 addressing a problem?

12 MR. JOEST: Yes.

13 INVESTIGATOR WILLIAMSON: So you feel they had the
14 same unlimited access to QTC?

15 MR. JOEST: Definitely.

16 INVESTIGATOR WILLIAMSON: At any time, to your
17 knowledge, has a representative from TVA ever threatened,
18 implied, suggested or given any indication verbally or in
19 writing to Hartford Steam Boiler personnel in Atlanta that
20 the contract between TVA and Hartford might not be renewed
21 because TVA was not satisfied with the performance of the
22 ANI?

23 MR. JOEST: Not that I am aware of.

24 INVESTIGATOR WILLIAMSON: Have you ever heard an
25 individual from Hartford, Atlanta make the statement that

1 any ANI who did anything that resulted in cancellation of a
2 TVA contract would be fired?

3 MR. JOEST: I haven't heard that.

4 INVESTIGATOR WILLIAMSON: Do you recall an
5 incident at Watts Bar probably maybe last fall, 1985,
6 wherein an ANI was refused access to what is commonly
7 referred to as an open-items list?

8 MR. JOEST: I have heard about the incident.

9 INVESTIGATOR WILLIAMSON: Were you involved in
10 that incident?

11 MR. JOEST: No.

12 INVESTIGATOR WILLIAMSON: What did you hear about
13 the incident?

14 MR. JOEST: I heard he had been refused access to
15 it.

16 INVESTIGATOR WILLIAMSON: Did you support that
17 decision by the site personnel?

18 MR. JOEST: I don't know whether I either
19 supported it or rejected it.

20 INVESTIGATOR WILLIAMSON: Were you personally
21 involved in the refusal by the site personnel to provide
22 the OIL ---

23 MR. JOEST: No.

24 INVESTIGATOR WILLIAMSON: --- to I believe it was
25 an ANI by the name of Hank Best?

1 MR. JOEST: I wasn't involved with the decision.

2 INVESTIGATOR WILLIAMSON: Did you encourage them
3 to withhold it or encourage them to provide it to the ANI?

4 MR. JOEST: I didn't do either thing. I heard
5 about it after the fact, as I remember.

6 INVESTIGATOR WILLIAMSON: Mr. Joest, was the issue
7 of the flued head weld penetrations in Unit 1 and Unit 2
8 every brought to your attention?

9 MR. JOEST: I am aware of it going on. So it was
10 obviously brought to my attention.

11 INVESTIGATOR WILLIAMSON: Were you directly
12 involved in either the disposition of NCR 5609 for Unit 1
13 and NRC 6420 for Unit 2?

14 MR. JOEST: Not that I remember.

15 INVESTIGATOR WILLIAMSON: You were not directly
16 involved in either one of those?

17 MR. JOEST: I don't believe so.

18 INVESTIGATOR WILLIAMSON: Do you routinely review
19 NCR's?

20 MR. JOEST: Routinely review NCR's? I see some,
21 yes.

22 INVESTIGATOR WILLIAMSON: What is the extent of
23 your input in the review process and/or the disposition of
24 an NCR?

25 MR. JOEST: Let me back up. If we limit the

1 conversation to Watts Bar, I do not see those NCR's. That
2 may simplify this matter.

3 INVESTIGATOR WILLIAMSON: Have you ever reviewed,
4 routinely reviewed NCR's generated at Watts Bar?

5 MR. JOEST: No.

6 INVESTIGATOR WILLIAMSON: Do you review NRC's
7 generated at other sites?

8 MR. JOEST: I review NCR's generated at
9 Bellefonte.

10 INVESTIGATOR WILLIAMSON: Are you primarily
11 concerned with the construction at Bellefonte at this time?

12 MR. JOEST: No.

13 INVESTIGATOR WILLIAMSON: You have other sites
14 that you are involved with?

15 MR. JOEST: Yes.

16 INVESTIGATOR WILLIAMSON: What are those other
17 sites?

18 MR. JOEST: Oh, we have got our Browns Ferry site,
19 Sequoyah site, Watts Bar site and Bellefonte site.

20 INVESTIGATOR WILLIAMSON: But you had mentioned
21 that you had not had any review or been involved in the
22 disposition of any NCR's generated at Watts Bar?

23 MR. JOEST: No, sir. I said I do not routinely
24 review nonconformances generated at Watts Bar.

25 INVESTIGATOR WILLIAMSON: These two particular

1 NCR's, 5609 and 6420, which dealt with flued head weld
2 penetrations in containment, do you know what the
3 disposition of these two NCR's were?

4 MR. JOEST: No, sir. I would have to look at
5 them.

6 INVESTIGATOR WILLIAMSON: Why don't we take a
7 little break.

8 (Recess.)

9 INVESTIGATOR WILLIAMSON: We are back on the
10 record.

11 You have some questions, Dan.

12 INVESTIGATOR MURPHY: Yes, I have a couple.

13 Let me ask you a couple of follow-up questions.
14 You said earlier on that you were a Supervisor in the
15 Codes, Standards and Materials Branch. What position did
16 you occupy at that time?

17 MR. JOEST: That was my title at the time.

18 INVESTIGATOR MURPHY: What was your job? I mean
19 what did that mean that you were a Supervisor in that
20 section? What did you do as a Supervisor?

21 MR. JOEST: I had that job for three months, and
22 only three months, and I was administratively responsible
23 for the section.

24 INVESTIGATOR MURPHY: And what three-month period
25 was that? Do you remember the time frame?

1 MR. JOEST: '79 or '80, somewhere back in there.

2 INVESTIGATOR MURPHY: Can you tell us a little bit
3 about your training in the ASME Code, what specific
4 training you had in the Code?

5 MR. JOEST: It has been on-the-job training.

6 INVESTIGATOR MURPHY: And for how many years have
7 you been dabbling with this?

8 MR. JOEST: Almost since I have been with the TVA
9 I guess, 12 years, 12 and a half years.

10 INVESTIGATOR MURPHY: Do you deal with the Code
11 every day? I mean does your job require that you ---

12 MR. JOEST: Most days.

13 INVESTIGATOR MURPHY: --- I mean, you know, a high
14 percentage of your time is with dealing with the Code.

15 MR. JOEST: Yes.

16 INVESTIGATOR MURPHY: Early on you answered a
17 question like what is your contact with the Hartford people
18 in Atlanta, and you described it as frequent, right?

19 MR. JOEST: Yes, frequent.

20 INVESTIGATOR MURPHY: What does frequent mean to
21 you?

22 MR. JOEST: Well, I believe at that time I asked
23 what frequent mean, and I got offered three choices,
24 occasionally, frequent and infrequent, and I selected
25 frequent. I have no idea what it means.

1 INVESTIGATOR MURPHY: I mean is it daily contact?

2 MR. JOEST: No.

3 INVESTIGATOR MURPHY: Weekly contact?

4 MR. JOEST: In what period of time are we talking?

5 INVESTIGATOR MURPHY: You determine what the
6 period of time is. Have you at any period of time that you
7 have been in this section had weekly contact with Hartford?

8 MR. JOEST: Yes.

9 INVESTIGATOR MURPHY: So if we can describe
10 frequent then during some particular times, and not always,
11 but some particular times, it could be weekly?

12 MR. JOEST: Yes.

13 INVESTIGATOR MURPHY: And at other times it might
14 not be quite that ---

15 MR. JOEST: It might be once every three months.

16 INVESTIGATOR MURPHY: And I hope this frequent
17 contact is in relationship, because the question was asked
18 about those times that you would contact Hartford, Atlanta
19 concerning a decision that TVA had some conflict with maybe
20 the ANI at the site, and you said that could happen maybe
21 once a year or once every six months. Is that an accurate
22 description?

23 MR. JOEST: I think so.

24 INVESTIGATOR MURPHY: In other words, then, those
25 issues that seemed to surface where you think you might

1 have to contact Atlanta over a decision with ANI, once
2 every six months, which I don't call frequent, you know, or
3 once a year, that is not a frequent occasion.

4 MR. JOEST: Okay.

5 INVESTIGATOR MURPHY: Is that correct? Do you
6 feel that way?

7 MR. JOEST: That is correct.

8 INVESTIGATOR MURPHY: Then there has not been a
9 large number of issues that you have had to contact ---

10 MR. JOEST: No. You know, once every six months
11 or once a year.

12 INVESTIGATOR MURPHY: That is not frequent. I
13 want to clarify this because when we look at this
14 transcript you are going to see some discrepancies and I
15 want to straighten these things out.

16 You said that in your view that the ANI on the
17 site has the same rights as a TVA employee to go to the
18 Quality Technology Corporation with a concern, right?

19 MR. JOEST: Absolutely.

20 INVESTIGATOR MURPHY: You also said that in your
21 conversation you believe that John Self notified you about
22 the ANI's going to QTC. That is what you said, you thought
23 that John ---

24 MR. JOEST: I think so, yes.

25 INVESTIGATOR MURPHY: And you also mentioned in

1 your conversation with Mr. Self that as far as you were
2 concerned they had the right to go to QTC is they wanted
3 to, right?

4 MR. JOEST: Right.

5 INVESTIGATOR MURPHY: And you also said that you
6 have no idea why the ANI went to the QTC. I mean you have
7 no idea what their concerns were; is that correct?

8 MR. JOEST: I have got no idea what they discussed
9 with QTC.

10 INVESTIGATOR MURPHY: Okay. Now let me clarify
11 this. They have the same rights to go to QTC as a TVA
12 employee, and you mentioned this to Mr. Self, and he was
13 the person that contacted you, right, or you believe that
14 he is the one?

15 MR. JOEST: Yes.

16 INVESTIGATOR MURPHY: You don't have any idea why
17 the ANI's went to visit QTC, right?

18 MR. JOEST: Yes.

19 INVESTIGATOR MURPHY: But you did contact Hartford
20 and tell them that there is a problem there; is that
21 correct?

22 MR. JOEST: Let me back up. And again, I am
23 remembering and I may be wrong, but I believe what I heard
24 from Watts Bar is that QTC was coming to the ANI, and not
25 as you said that the ANI is going to QTC.

1 INVESTIGATOR MURPHY: Okay.

2 MR. JOEST: I think that is what I understood.

3 INVESTIGATOR MURPHY: Who did you contact at
4 Hartford, do you remember?

5 MR. JOEST: I don't remember, but it is more than
6 likely that it was Harold Robeson at that time.

7 INVESTIGATOR MURPHY: Was he your point of contact
8 basically at Hartford? I mean was Harold Robeson the
9 Supervisor of the ANI's at Watts Bar at that time?

10 MR. JOEST: Yes.

11 INVESTIGATOR MURPHY: And he since has been
12 replaced by Chuck Ireland; is this correct?

13 MR. JOEST: Yes.

14 INVESTIGATOR MURPHY: Do you recall during your
15 conversation with Hartford, Atlanta, concerning the ANI's
16 and the QTC issue talking with Mr. Higginbotham?

17 MR. JOEST: I don't know whether I talked with Mr.
18 Higginbotham on this topic or not. I couldn't say either
19 way.

20 INVESTIGATOR MURPHY: I mean would that be a
21 normal way of conducting business with an issue like this?

22 MR. JOEST: I normally would talk to Robbie,
23 Harold Robeson.

24 INVESTIGATOR MURPHY: And do you recall what you
25 expressed to Robeson, what your concern was at that time?

1 MR. JOEST: As I recall, my concern was that, you
2 know, Hartford and TVA were not working out their problems.

3 INVESTIGATOR MURPHY: But you have also said that
4 you don't have any idea why the ANI at the site or the
5 ANI's at the site were going to see QTC or QTC coming to
6 see them. I mean it may have been a personal reason. I
7 mean why do we have an issue with this thing? I guess I am
8 just trying to clarify this.

9 If we don't know why they went there, and we don't
10 know if they were discussing TVA problems at all, right ---

11 MR. JOEST: Right.

12 INVESTIGATOR MURPHY: --- and you have told us
13 you don't why they went to visit the ANI's -- I mean the
14 QTC or vice versa. How do we know there is a problem
15 between TVA and the ANI's? I mean how do you arrive at
16 that decision?

17 MR. JOEST: I don't know.

18 INVESTIGATOR MURPHY: Do you know for sure you had
19 a problem?

20 MR. JOEST: No.

21 INVESTIGATOR MURPHY: It looks like you were
22 expressing a concern to Hartford, Atlanta about a problem
23 that may not even exist. I mean is that a safe assumption?

24 MR. JOEST: I don't know.

25 INVESTIGATOR MURPHY: Do you mean you don't know

1 whether that is a safe assumption? I am trying to
2 determine why we go to Atlanta if we don't know that a
3 problem exists.

4 MR. JOEST: I just don't remember exactly what
5 occurred back then.

6 INVESTIGATOR WILLIAMSON: Do you recall being
7 upset about this incident, this situation?

8 MR. JOEST: Hell, I don't know. I stay upset. I
9 don't know. That's not a proper comment. I don't know
10 whether I was upset or not.

11 INVESTIGATOR MURPHY: Do you recall raising your
12 voice during the conversation with Mr. Robeson?

13 MR. JOEST: I have an extremely loud voice
14 normally. So I have no doubt that I did.

15 INVESTIGATOR WILLIAMSON: Now part of the problem
16 in pursuing this is to try to determine exactly what your
17 concerns were with the ANI's talking to QTC, and in trying
18 to determine to what extent this concerned you and why it
19 was a concern to you and to someone in codes and standards,
20 and was it because of something they were doing or they
21 were spending too much time away from the job? These
22 people have a contract with TVA to provide a service, ANI's
23 under the contract with TVA to provide a service.

24 Really, that is what we are trying to determine,
25 what your concern was with these people. It was relayed to

1 us, if I am not mistaken, by at least two people that you
2 had called complaining about this to them and were upset
3 about the fact of the amount of time they were spending
4 with these people.

5 Do you recall that?

6 MR. JOEST: I recall talking to Atlanta about it,
7 yes, Hartford, Atlanta, yes.

8 INVESTIGATOR WILLIAMSON: Do you recall how that
9 problem was resolved? Did it only take one phone call?

10 MR. JOEST: As I remember, it went on over a
11 period of days.

12 INVESTIGATOR WILLIAMSON: Was Hartford receptive
13 to your call? Did they say that is none of your business,
14 or we will take care of it and don't worry about it? Do
15 you recall?

16 MR. JOEST: I think Hartford said they would look
17 into it and talk to their people to see what was going on
18 or something. You know, I don't really remember exactly
19 what was the resolution.

20 INVESTIGATOR MURPHY: I want to go back to this
21 code experience one minute. Why don't you in your words
22 describe what you consider your knowledge of the ASME Code
23 is. I mean, are you well familiar with the Code and do you
24 consider yourself a quasi -- I mean we have had people tell
25 us that if they had Code problems that they would either

1 call Mr. Bressler or Mr. Joest, and some folks have
2 referred to you as "Code Guru."

3 MR. JOEST: That is an interesting description.

4 INVESTIGATOR MURPHY: I know that is not probably
5 the right terminology, but it would imply that you have a
6 very, very good knowledge of the Code. Is that safe to
7 assume?

8 MR. JOEST: The Code covers one book shelf and
9 costs about \$3,000. There are portions of it which I am
10 knowledgeable in and there are other portions of it that I
11 am not knowledgeable in.

12 INVESTIGATOR MURPHY: What portion do you consider
13 yourself most knowledgeable in?

14 MR. JOEST: I am knowledgeable in the areas of
15 fabrication, examination and quality assurance.

16 INVESTIGATOR MURPHY: How about fabrication?

17 MR. JOEST: And materials.

18 INVESTIGATOR WILLIAMSON: I would like to ask you,
19 if you would, please to -- we have two NCR's here. As you
20 indicated before, you do not have a working knowledge of
21 NCR 5609 or 6420 regarding the flued head piping
22 penetrations at Watts Bar Units 1 and 2; is that correct?

23 MR. JOEST: I don't remember those two, no.

24 INVESTIGATOR WILLIAMSON: Let me show you first
25 NCR 5609 dated 4/27/84. And I would ask you, if you would,

1 to look at it and tell me what appears to be the stated
2 problem with regard to this particular NCR.

3 (Pause.)

4 MR. JOEST: Do you want me to read the
5 description?

6 INVESTIGATOR WILLIAMSON: Well, can you summarize?

7 MR. JOEST: These penetrations were fabricated per
8 ASME Section 3 Class 2 requirements, but have at least one
9 internal process piping weld that was not tested in
10 accordance with NC-6000.

11 INVESTIGATOR WILLIAMSON: Do you recall these
12 particular penetrations?

13 MR. JOEST: I recall the penetrations, yes.

14 INVESTIGATOR WILLIAMSON: These particular ones,
15 flued head ---

16 MR. JOEST: I was aware of this problem going on.
17 So I am aware of them, you know, but I don't know whether
18 these particular ones or ---

19 INVESTIGATOR WILLIAMSON: What is the normal
20 review cycle for an NCR? It is initiated normally where?

21 MR. JOEST: This is a Division of Construction
22 NRC. So it would have been initiated within the Division
23 of Construction.

24 INVESTIGATOR WILLIAMSON: And that is normally on
25 site?

1 MR. JOEST: Yes.

2 INVESTIGATOR WILLIAMSON: Then what happens to the
3 NCR?

4 MR. JOEST: Then it gets reviewed and approved on
5 site if it involves a site matter only. If it involves the
6 design organization, it comes to Knoxville for review and
7 approval. And then the last thing at the bottom is the
8 acceptance of the authorized nuclear inspector.

9 INVESTIGATOR WILLIAMSON: Does it appear from this
10 NCR 5609 that the authorized nuclear inspector accepted the
11 resolution or disposition of this NCR?

12 MR. JOEST: Yes, it does.

13 INVESTIGATOR WILLIAMSON: It is signed by the
14 authorized nuclear inspector?

15 MR. JOEST: Yes.

16 INVESTIGATOR WILLIAMSON: Are there any other
17 comments on here? There is that asterisk there.

18 MR. JOEST: Do you want me to read what is by the
19 asterisk?

20 INVESTIGATOR WILLIAMSON: Yes, please.

21 MR. JOEST: ANI signature per written and verbal
22 direction of H. L. Robeson, Assistant Regional Manager,
23 HSBI&I Company, Atlanta, Georgia.

24 INVESTIGATOR WILLIAMSON: Would it appear to you
25 that the ANI was satisfied with the disposition of that

1 NCR?

2 MR. JOEST: I don't know.

3 INVESTIGATOR WILLIAMSON: Is that a normal
4 notation found on NCR's?

5 MR. JOEST: Not that I know of.

6 INVESTIGATOR WILLIAMSON: Is that a common
7 notation?

8 MR. JOEST: Not that I know of.

9 INVESTIGATOR WILLIAMSON: Have you see that
10 notation before?

11 MR. JOEST: Not that I know of.

12 INVESTIGATOR WILLIAMSON: That specific notation?

13 MR. JOEST: Not that I know of.

14 INVESTIGATOR WILLIAMSON: If you would look there,
15 it addresses some of the welds I think on the third page.
16 Are you able to determine if those welds are off of Unit 1
17 and Unit 2 or just Unit 1?

18 MR. JOEST: It just gives a penetration number. I
19 don't know what unit they are from.

20 INVESTIGATOR WILLIAMSON: It does not identify the
21 unit there?

22 MR. JOEST: No. It just gives the penetration
23 number, a long list of penetration numbers. Is this what I
24 am supposed to look at?

25 INVESTIGATOR WILLIAMSON: Yes. We have another

1 NCR, NCR 6420, which was generated on October 28th, 1985.
2 I would like for you to look at that also. If you would
3 read that and tell me if that identifies the same problems
4 of nonconforming conditions as does 5609.

5 (Pause.)

6 MR. JOEST: It describes the same general problem.

7 INVESTIGATOR WILLIAMSON: On 5609 can you tell me
8 what the disposition was?

9 (Pause.)

10 MR. JOEST: No, sir, I can't.

11 INVESTIGATOR WILLIAMSON: Does it require any
12 changes or use as is? Can you determine that from the NCR
13 itself?

14 MR. JOEST: The recommendation on site was to use
15 as is.

16 INVESTIGATOR WILLIAMSON: In conjunction with
17 that, the concern seemed to be with some hidden penetration
18 welds, and using your expertise in the ASME Code
19 applications, can you tell me if there is a requirement
20 that the ANI certify a hundred percent visual inspection of
21 all welds during hydrostatic testing?

22 MR. JOEST: I don't know.

23 INVESTIGATOR WILLIAMSON: You don't know if the
24 Code requires that?

25 MR. JOEST: No. I would have to refer to the

1 Code.

2 INVESTIGATOR WILLIAMSON: Does the Code require
3 that the ANI physically inspect all welds during
4 hydrostatic testing?

5 MR. JOEST: I would have to look at the Code. I
6 don't know.

7 INVESTIGATOR WILLIAMSON: Does the ANI have the
8 right to inspect any welds that he wants to during the
9 process of hydrostatic testing?

10 MR. JOEST: Yes.

11 INVESTIGATOR WILLIAMSON: Any welds that he wants
12 to.

13 MR. JOEST: Yes.

14 INVESTIGATOR WILLIAMSON: If 5609, NCR 5609
15 indicates that there are a certain number of penetrations
16 which have welds which are inaccessible, it would indicate
17 that these welds could not be visually inspected during
18 hydrostatic testing. Would you agree with that?

19 MR. JOEST: I don't know whether that means that
20 or whether they are inaccessible to reach. I just don't
21 know enough detail about that to really discuss it.

22 INVESTIGATOR WILLIAMSON: Are you familiar with
23 any of the requirements or circumstances of how these
24 particular subassemblies and penetrations were installed
25 without being subject to hydrostatic testing by the vendor?

1 MR. JOEST: I have heard some things, but I am not
2 familiar enough to really tell you definitively.

3 INVESTIGATOR WILLIAMSON: Can you just relate what
4 you heard?

5 MR. JOEST: I heard they were bought and
6 installed.

7 INVESTIGATOR WILLIAMSON: Bought?

8 MR. JOEST: They were bought from the vendor
9 without hydrostatic testing and were installed.

10 INVESTIGATOR WILLIAMSON: Is that a normal or
11 typical procedure, and by that I mean normally or commonly
12 are vendor welds subjected to both nondestructive
13 examination and hydrostatic testing at the vendor, or is a
14 common practice for those welds to be subject to NDE and
15 also hydrostatically tested by the owner?

16 MR. JOEST: It is done both ways.

17 INVESTIGATOR WILLIAMSON: Is there one practice
18 that is more common than the other?

19 MR. JOEST: I don't know. We do it both ways.

20 INVESTIGATOR WILLIAMSON: Do you have any idea why
21 these particular penetrations were not hydrostatically
22 tested by the vendor?

23 MR. JOEST: No, I don't.

24 INVESTIGATOR WILLIAMSON: But you heard that they
25 were not?

1 MR. JOEST: Right.

2 INVESTIGATOR WILLIAMSON: And they were installed
3 in Unit 1?

4 MR. JOEST: Yes.

5 INVESTIGATOR WILLIAMSON: Do you know if they were
6 hydrostatically tested while in Unit 1?

7 MR. JOEST: I think the NCR says they were not.

8 INVESTIGATOR WILLIAMSON: Does the NCR say they
9 were not hydrostatically tested or they were not inspected,
10 that the welds in question were not inspected?

11 MR. JOEST: I would have to read it in detail?

12 INVESTIGATOR WILLIAMSON: Why don't you look at it
13 one more time.

14 (Pause.)

15 MR. JOEST: It says they were not tested.

16 INVESTIGATOR WILLIAMSON: It didn't say anything
17 about them not being inspected?

18 MR. JOEST: They were not inspected at hydro
19 pressures by an ANI or TVA inspector. That is what it
20 says.

21 INVESTIGATOR WILLIAMSON: Does that mean they were
22 hydrostatically tested and not inspected, or they were not
23 hydrostatically tested?

24 MR. JOEST: As I read it, it says they were put at
25 pressure during the hydrostatic test, but they were not

1 inspected.

2 INVESTIGATOR WILLIAMSON: In addition to the
3 disposition provided on the NCR 5609, I have a letter dated
4 May 17th, 1984 from J. C. Standerfer, Project Manager,
5 Watts Bar Design Project to Guenter Wadewitz, Project
6 Manager of Watts Bar Nuclear Plant - Construction, and the
7 subject is Watts Bar Nuclear Plant Nonconformance Report,
8 NCR 5609.

9 I would like for you to read this disposition, if
10 you would, and then I have a couple of questions that I
11 would like to ask you regarding the disposition.
12 Understanding that you weren't intimately involved in this,
13 I would like to use your expertise in the ASME Code in the
14 dispositioning of NCR's, if you will.

15 (Pause.)

16 One of my questions, Mr. Joest, regarding 5609 and
17 the disposition of it is that TVA indicated that the NCR
18 could be dispositioned as use as is because they give five
19 examples or reasons why they feel like it can be used as
20 is.

21 One of the problems that I have and in an area
22 that I do not understand is the last paragraph here where
23 it says "This nonconformance was made significant for the
24 sole purpose of documenting the use as is disposition. If
25 the ANI cannot accept the disposition, this would require

1 removing the aforementioned two current welds from the N-5
2 program. If the ANI can accept the use as is disposition,
3 this will require no further action."

4 My question to you is can TVA arbitrarily or
5 selectively remove items from the N-5 program?

6 MR. JOEST: Not that I am aware of.

7 INVESTIGATOR WILLIAMSON: And how would they
8 accomplish this? If ANI's could not accept the disposition
9 to use as is, how could they remove them from the N-5
10 program?

11 MR. JOEST: I assume it takes the authorization of
12 the people that you work for.

13 INVESTIGATOR WILLIAMSON: From the NRC?

14 MR. JOEST: Yes.

15 INVESTIGATOR WILLIAMSON: Is this commonly done,
16 removing an item from the N-5 program?

17 MR. JOEST: Not that I am aware of.

18 INVESTIGATOR WILLIAMSON: Have you ever been
19 involved in the removal of an item from the N-5 program?

20 MR. JOEST: I don't remember an occurrence.

21 INVESTIGATOR WILLIAMSON: Would you consider this
22 statement to be intimidating to the ANI's?

23 MR. JOEST: I don't know how they would interpret
24 it. I can't speak for them.

25 INVESTIGATOR WILLIAMSON: As a layman, as it were,

1 it seems to me to be saying that if they can't accept it,
2 we will just delete it. Do you agree with that?

3 MR. JOEST: Yes. And as a layman it would seem
4 that it would take the pressure off because whether they
5 bought it or not, it didn't matter.

6 INVESTIGATOR WILLIAMSON: Would that have an
7 impact on their independence as third-party inspectors?

8 MR. JOEST: It would make them more independent.

9 INVESTIGATOR WILLIAMSON: How do you think it
10 would make them more independent if they had less control
11 over what they were accepting or rejecting?

12 MR. JOEST: This is not less control over what
13 they are accepting or rejecting. I don't think.

14 INVESTIGATOR WILLIAMSON: If they are removing
15 items from the N-5 package, why would the ANI have an
16 incentive to maintain that something didn't meet
17 requirements if he knew that if he didn't accept it that it
18 was going to be removed from the N-5 package? Do I make
19 myself clear?

20 MR. JOEST: Okay. We will go down your road.

21 INVESTIGATOR WILLIAMSON: I mean does that make
22 sense?

23 MR. JOEST: I will accept that.

24 INVESTIGATOR WILLIAMSON: You said it is not a
25 common practice to remove items from an N-5 program.

1 MR. JOEST: Right.

2 INVESTIGATOR WILLIAMSON: And it has to be done
3 with NRR approval; is that correct?

4 MR. JOEST: I would assume it has to. I am not
5 that familiar with the process. I would think it would
6 have to.

7 INVESTIGATOR WILLIAMSON: If you would, using your
8 expertise in these areas, under what conditions could a
9 Code item be removed from the N-5 package?

10 MR. JOEST: I assume it would take a revision to
11 our commitment to the Regulatory Commission.

12 INVESTIGATOR WILLIAMSON: There are instances, I
13 understand, when you might have a non-Code item such as a
14 valve in a Code system, and through additional testing and
15 documentation this valve can either be upgraded to meet
16 requirements or can be deleted from the N- 5 program; is
17 that correct? Would that be an example of how an item
18 could be removed?

19 MR. JOEST: Okay.

20 INVESTIGATOR WILLIAMSON: Do you have a better
21 example?

22 MR. JOEST: No, I don't have any example at all.

23 INVESTIGATOR WILLIAMSON: Are you aware of
24 anything ever being removed from an N-5?

25 MR. JOEST: I am not aware that anything either

1 has or has not been removed. I know there are some things
2 that we started out with up front that were not going to be
3 a part of the program. Now something that has been removed
4 as you go along, I don't know.

5 INVESTIGATOR WILLIAMSON: Is this process of
6 removing something from the N-5 package and going to the
7 NRC, is this a laborious process of a revision of your
8 commitment or change of commitment to the PSAR?

9 MR. JOEST: It is not the simplest process in the
10 world. Anything to do with regulators is difficult.

11 INVESTIGATOR MURPHY: Let me clarify one thing.
12 You have been working in that particular occupation job,
13 that Division for some 12 years for TVA?

14 MR. JOEST: Yes.

15 INVESTIGATOR MURPHY: And you don't recall you
16 ever being involved in the removal of an item from an N-5
17 package? I mean I am just asking you for a reason.

18 MR. JOEST: I am thinking that there were some
19 things removed, but I am not certain. I can't definitively
20 recall something that has been removed.

21 INVESTIGATOR MURPHY: It is surely not a common
22 practice.

23 MR. JOEST: No.

24 INVESTIGATOR MURPHY: And this final statement
25 that Mr. Williamson is referring to, again from a layman's

1 point of view, it seems to me like that is a take it or
2 leave it situation. I mean does that make sense to you?
3 Would you think that that is the kind of language that is
4 there?

5 MR. JOEST: If you want to take it that way, fine.

6 INVESTIGATOR MURPHY: How do you take that? I
7 mean does it mean something different to you?

8 MR. JOEST: It means there are two acceptable
9 alternative ways to handle this situation it appears.

10 INVESTIGATOR MURPHY: Let me take time to just go
11 over the five specific -- it says ". . . believes that the
12 construction of welds on this NCR can be used as is because
13 . . ."

14 The first one, the circumferential welds in
15 question were fabricated and inspected in accordance with
16 ASME 3, Division 1 with ANI involvement at Tube Turns .

17 What bearing does that have on that issue?

18 MR. JOEST: I don't know.

19 INVESTIGATOR MURPHY: I mean does it have any
20 bearing?

21 MR. JOEST: I don't know.

22 INVESTIGATOR MURPHY: Does that affect the fact
23 that these things should be hydrostatically tested or not
24 hydrostatic testing is required? Does that have any effect
25 on that requirement?

1 MR. JOEST: No.

2 INVESTIGATOR MURPHY: It says, point 2,
3 hydrostatic test, ASME 3, ANSI 6000 was performed on all
4 welds, installing and penetration assembly, and the piping
5 systems were examined by TVA personnel and the ANI.

6 Does that have any effect on the requirement that
7 either the ANI or TVA inspector examine those penetration
8 welds under hydrostatic testing?

9 MR. JOEST: No.

10 INVESTIGATOR MURPHY: It says the pipe installed
11 by tube turns are hydrostatically tested by the material
12 manufacturer so that all longitudinal welds were pressure
13 tested.

14 Does that statement have any effect at all on the
15 requirement to hydrostatically test the welds in question?

16 MR. JOEST: No.

17 INVESTIGATOR MURPHY: None whatever. The addition
18 of welds discussed in the first paragraph, the inaccessible
19 welds are close to TVA welds which were inspected. It is
20 reasonable to assume that leakage from these welds would
21 have been detected during the inspection noted in item No.
22 2.

23 Does that relieve anybody of the requirement to do
24 a visual test or to be able to examine those welds during
25 hydrostatic testing.

1 MR. JOEST: To relieve the requirement to visually
2 examine during hydro, it seems to say that they were. Let
3 me read it again.

4 INVESTIGATOR MURPHY: The addition of the welds
5 discussed in this first paragraph and the inaccessible
6 welds are so close to TVA welds which were inspected. TVA
7 welds and not the vendor welds.

8 MR. JOEST: All right.

9 INVESTIGATOR MURPHY: . . . that it is reasonable
10 to assume that leakage from these welds would have been
11 detected during the inspection noted in item 2 above.

12 MR. JOEST: It seems to say it is reasonable to
13 assume that the required inspections would have been done.

14 INVESTIGATOR MURPHY: If those welds are covered
15 with insulation and are of a distance of some six feet, it
16 is reasonable to assume that that statement is correct?

17 MR. JOEST: In the situation that you describe,
18 probably not.

19 INVESTIGATOR MURPHY: And in response No. 5, it
20 would require significant rework to remove the insulation
21 installed by the manufacturer to expose those welds.

22 Is there any form of justification at all for not
23 performing the required inspection?

24 MR. JOEST: No.

25 INVESTIGATOR MURPHY: From your obviously long

1 experience, and 12 years is a long time of experience in
2 dealing with the Code, do you think that those five
3 situations that we have just discussed would in any way
4 relieve the required inspections of these particular welds?

5 MR. JOEST: Based on my cursory look at it, it
6 looks like explanation No. 4 is a reason to accept these
7 welds.

8 INVESTIGATOR MURPHY: That is of course assuming
9 that these welds are not covered with insulation and are in
10 proximity. What do you call proximity? Is six feet
11 proximity in your view?

12 MR. JOEST: Is six feet proximity for this
13 situation?

14 INVESTIGATOR MURPHY: Yes.

15 MR. JOEST: Probably not, but I would have to look
16 at the drawings and specifications to see.

17 INVESTIGATOR MURPHY: If in fact these welds, and
18 I am going to make an assumption for you, are covered with
19 insulation and are not obviously able to be visually
20 inspected, would these five paragraphs, would it be fair to
21 say that it is good reason to use as is, the disposition of
22 this nonconformance report?

23 MR. JOEST: What kind of insulation do they have
24 on them?

25 INVESTIGATOR MURPHY: What difference would that

1 make? You explain that to me.

2 MR. JOEST: There are different kinds of
3 insulation and different configurations.

4 INVESTIGATOR MURPHY: Give me some examples of why
5 that would -- I am advised that it would require
6 significant rework to remove insulation installed by the
7 manufacturer to expose the welds. To me that means that
8 these welds are not exposed. I mean you just can't see
9 them.

10 MR. JOEST: Well, if you can't see them, you know,
11 assuming that, then the basis doesn't exist.

12 INVESTIGATOR MURPHY: Okay. Thank you.

13 INVESTIGATOR WILLIAMSON: One question raised was
14 whether the Code required the ANI to witness all welds
15 during the hydrostatic testing.

16 MR. JOEST: Right.

17 INVESTIGATOR WILLIAMSON: Do you know the answer
18 to that?

19 MR. JOEST: No, sir.

20 INVESTIGATOR WILLIAMSON: I don't think the Code
21 requires the ANI to witness all the welds during
22 inspection, physically witness.

23 I don't know, this might, and you are probably
24 more familiar with that than I am. That is not a real good
25 copy, by the way. I have provided a copy of article NC-

1 6000.

2 However, it is my understanding that it does
3 require the ANI to witness the TVA QC inspector inspecting
4 all of the welds in hydrostatic testing. Is that correct?

5 MR. JOEST: I don't know.

6 INVESTIGATOR WILLIAMSON: Could you find out what
7 the witnessing for hydrostatic testing is?

8 MR. JOEST: For the authorized nuclear inspector's
9 requirements for witnessing of hydrostatic testing?

10 INVESTIGATOR WILLIAMSON: Yes. Can you do that
11 now?

12 MR. JOEST: Surely.

13 INVESTIGATOR WILLIAMSON: Whether he has to
14 witness it or he has to certify 100 percent inspection.
15 Will that take long?

16 MR. JOEST: It will take about 10 minutes.

17 INVESTIGATOR WILLIAMSON: You might even bring
18 your book if you want to bring it down here.

19 (Recess.)

20 INVESTIGATOR WILLIAMSON: Back on the record.

21 Mr. Joest has provided a copy of Section 3,
22 Subsection NCA 5280, Final Test. Is that correct, Mr.
23 Joest?

24 MR. JOEST: That is correct.

25 INVESTIGATOR WILLIAMSON: And what is the

1 requirement for the inspector regarding the witnessing of
2 hydrostatic testing?

3 MR. JOEST: The inspector shall witness final
4 hydrostatic, pneumatic or structural integrity tests
5 required by this section and examinations performed during
6 such test by the certificate-holder.

7 INVESTIGATOR WILLIAMSON: Does this require that
8 the ANI physically visually inspect all welds during
9 hydrostatic testing?

10 MR. JOEST: No, it doesn't.

11 INVESTIGATOR WILLIAMSON: What does it require
12 that he do?

13 MR. JOEST: It requires that he witness final
14 hydrostatic, pneumatic or structural integrity tests
15 required by this section and examinations performed during
16 such tests by the certificate-holder.

17 INVESTIGATOR WILLIAMSON: Is there a requirement
18 that all welds be exposed for examination and visually
19 inspected during hydrostatic testing by anyone?

20 MR. JOEST: I believe there is.

21 INVESTIGATOR WILLIAMSON: And who would be
22 responsible for conducting those examinations?

23 MR. JOEST: The certificate-holder.

24 INVESTIGATOR WILLIAMSON: And that would be?

25 MR. JOEST: That would be TVA.

1 INVESTIGATOR WILLIAMSON: And the requirement that
2 they be visually inspected, would that be a requirement
3 levied upon the QA/QC inspector during hydrostatic testing?

4 MR. JOEST: It would.

5 INVESTIGATOR WILLIAMSON: Mr. Joest, in regards to
6 the inspection of welds under hydrostatic testing, NCR
7 5609, and I did notice that is for Units 1 and 2. Do you
8 agree with that?

9 MR. JOEST: Yes.

10 INVESTIGATOR WILLIAMSON: There are a number of
11 penetrations that have vendor welds, inaccessible vendor
12 welds. Let me ask you as an expert in welding, the
13 fabrication, as you indicated, is the fact that a weld
14 cannot be visually inspected during hydrostatic testing,
15 would you consider the condition of that weld, the actual
16 condition of that weld to be indeterminant?

17 MR. JOEST: Well, you said I am an expert in that
18 area. I make no such claim. I would have to know more
19 than what you described to know.

20 INVESTIGATOR WILLIAMSON: Okay. Let me ask the
21 question a different way.

22 There are welds, vendor welds, penetration welds,
23 containment penetration welds made by Tube Turns which are
24 surrounded by insulation and guard pipe. These welds could
25 not be observed, visually inspected by anyone after

1 fabrication. Could we say, or could you say that because
2 these welds could not be visually inspected during
3 hydrostatic testing that the conditions of these welds
4 would be indeterminant?

5 MR. JOEST: No, I couldn't say that.

6 INVESTIGATOR WILLIAMSON: Could you say that they
7 would be adequate?

8 MR. JOEST: The memorandum you gave me previously
9 describes the situation where they would be adequate.

10 INVESTIGATOR WILLIAMSON: The point that I am
11 trying to make is since these cannot be visually inspected
12 during hydrostatic testing, can you say with 100 percent
13 certainty that the welds are adequate?

14 MR. JOEST: Even if they are visually present, I
15 can't say with 100 percent certainty that they are
16 adequate.

17 INVESTIGATOR WILLIAMSON: But you would be able to
18 determine whether they were leaking if you were visually
19 inspecting them?

20 MR. JOEST: Yes.

21 INVESTIGATOR WILLIAMSON: What I am asking is
22 since they are not subject to visual inspection under
23 hydrostatic testing, can you say, can you determine what
24 the quality of the weld is?

25 MR. JOEST: Even if I can see it during

1 hydrostatic testing, I can't determine what the quality of
2 the weld is.

3 INVESTIGATOR WILLIAMSON: Is any amount of leakage
4 acceptable in a weld during hydrostatic testing?

5 MR. JOEST: I don't believe so.

6 INVESTIGATOR WILLIAMSON: And without seeing these
7 welds you can't determine if there is any leakage; is that
8 correct?

9 MR. JOEST: This memorandum describes the
10 situation where you could determine that. If they are very
11 close, you will detect it.

12 INVESTIGATOR MURPHY: That is assuming of course
13 that they are not covered with insulation, right, and that
14 you can visually inspect the welds, right?

15 MR. JOEST: No.

16 INVESTIGATOR MURPHY: I mean if the welds are
17 covered with insulation under the conditions expressed in
18 paragraph 4 of the memorandum, would you be able to see
19 leakage if the weld is wrapped with insulation? Could you
20 see leakage? Tell me.

21 MR. JOEST: In some situations you could, yes.

22 INVESTIGATOR WILLIAMSON: Are there situations
23 where you couldn't see leakage?

24 MR. JOEST: Yes.

25 INVESTIGATOR MURPHY: You said before that even if

1 you could visually inspect the weld, you can't say for sure
2 whether the weld is a good weld or not, is that correct?
3 Even if you were able to look at the weld during
4 hydrostatic testing, you can't assume that it is a good
5 weld? Did I hear you right?

6 MR. JOEST: I don't think the word "good" was used
7 in the question.

8 INVESTIGATOR MURPHY: Tell me, what did you say?

9 MR. JOEST: I believe the question was could you
10 determine whether it was -- I forget what the question was.

11 INVESTIGATOR WILLIAMSON: Adequate.

12 INVESTIGATOR MURPHY: Adequate, acceptable.

13 MR. JOEST: Adequate I think was the word.

14 INVESTIGATOR MURPHY: You say you can't determine
15 if the weld is adequate or not, right?

16 MR. JOEST: Right.

17 INVESTIGATOR MURPHY: Can you determine if it was
18 leaking?

19 MR. JOEST: Yes.

20 INVESTIGATOR MURPHY: Whether you can determine
21 whether it was adequate or not, does that relieve you in
22 some way of the responsibility for examining during
23 hydrostatic testing? I mean, you know, you say you can't
24 tell whether it is adequate or not, but is there still a
25 requirement that you visually inspect that thing during

1 hydrostatic testing?

2 MR. JOEST: Yes.

3 INVESTIGATOR WILLIAMSON: Mr. Joest, did we
4 determine how close you have to be to a weld for it to be
5 inspected?

6 MR. JOEST: I don't know how close you have to be.

7 INVESTIGATOR WILLIAMSON: I was wondering because
8 some of these welds, according to a document provided by a
9 Mr. John Self, the N-5 package coordinator at Watts Bar
10 listing the penetration numbers, the system, the type
11 welds, the nominal pipe size, the guard pipe in inches, the
12 distance to welds and design pressures, some of these
13 welds, in at least a couple of systems, a couple of
14 penetrations, a distant to weld is 24 foot 3 inches, 10
15 feet 7 inches, 23 feet 6 inches, 10 feet 6 inches, 10 feet
16 1 inch. A number of those welds are a number of feet from
17 the end of the piping assembly to the weld.

18 Would you agree that those certainly couldn't be
19 visually inspected from 20-something feet or 23 feet or 24
20 feet?

21 MR. JOEST: It would be difficult to do.

22 INVESTIGATOR WILLIAMSON: And would it also be
23 difficult to determine if there was any leakage in that
24 weld from that distance?

25 MR. JOEST: Yes.

1 INVESTIGATOR WILLIAMSON: I might also add that a
2 majority of the welds are a distance of anywhere from about
3 16 inches to about 42 inches. So they are not all a
4 distance way, but there are some that are.

5 Another question that I would like to ask you, and
6 once again calling on your expertise in these areas, if
7 there is a requirement that the certificate-holder inspect
8 these welds primarily by means of a QC inspector on site,
9 and the requirement was for them to be visually inspected
10 and that an ANI witness this final hydrostatic testing,
11 witness inspection of these people, if this weld or these
12 welds, these number of penetrations both in Units 1 and 2
13 are inaccessible and are not visually observable, what
14 would the QC inspector do? Would there be a notation by
15 him that these were there, or is there a possibility that
16 he didn't know these welds existed.

17 MR. JOEST: I don't know the exact details of site
18 procedure. Either thing could have occurred.

19 INVESTIGATOR WILLIAMSON: Let me ask you,
20 continuing on, I have asked you to look at two NCR's, NCR
21 5609 and NCR 6420. They have different dispositions. Can
22 you explain the difference in the dispositions of these
23 NCR's?

24 MR. JOEST: I imagine if I studied them I could.

25 INVESTIGATOR WILLIAMSON: One is the disposition

1 of use as is, and the other disposition, 6420, has not
2 disposition at this time. It is my understanding that the
3 tube turn penetration welds, flued head weld penetrations
4 in containment 2 are going to be addressed differently in
5 Unit 2. Are you aware of how they are going to be
6 addressed?

7 MR. JOEST: No, I am not.

8 INVESTIGATOR WILLIAMSON: Have you had any
9 involvement or any discussions in how these would be
10 addressed?

11 MR. JOEST: No, I haven't.

12 INVESTIGATOR WILLIAMSON: Have you discussed it
13 with Mr. Bressler or anyone else in your section the
14 resolution to 6420?

15 MR. JOEST: No. I know that the NCR is in-house
16 for disposition, but what is being done with it, I don't
17 know.

18 INVESTIGATOR WILLIAMSON: With regard to 5609, we
19 see the disposition that TVA placed on the NCR, to use as
20 is, and then provided a memo to explain the final
21 disposition or how that was arrived at.

22 Do you know, or can you speculate why Hartford
23 accepted this disposition after apparently several
24 discussions with TVA personnel of why they felt it didn't
25 meet code?

1 MR. JOEST: I don't know.

2 INVESTIGATOR WILLIAMSON: Is that something we
3 should ask Hartford?

4 MR. JOEST: Ask anyone but me because I do not
5 know the answer to the question.

6 INVESTIGATOR WILLIAMSON: Did you discuss the
7 disposition of either 6420 or 5609 with Hartford at any
8 time or any other inspectors?

9 MR. JOEST: I don't know. I know of the NCR's and
10 I know they are around, but whether I have talked to
11 Hartford or not, I just don't know.

12 INVESTIGATOR WILLIAMSON: I have copies of some
13 diary entries regarding the sequence of events from the
14 ANI's at Watts Bar, and one of the entries is a 10/23/85,
15 and it involves NCR 6420. I think John Self initiated the
16 NCR, and the inspector, the ANI I believe was George Deaton
17 that was following the disposition of this particular one.
18 There is a notation here on 10/23/85. Deaton indicates
19 John Self, the N-5 Supervisor, now understands his concerns
20 over flued heads since many in Unit 2 hydros had not yet
21 been done. Also Joest, and I guess that is you, the
22 spelling is incorrect, indicates these welds cannot be
23 excluded from Code.

24 Do you recall having a conversation with an ANI at
25 Watts Bar regarding these particular welds in 6420?

1 MR. JOEST: I don't know whether I did or not. I
2 have talked with people about these NCR's, but who it is
3 and what and when, you know. I am aware of the NCR's, but
4 I can't recall specifically who I talked with them.

5 INVESTIGATOR WILLIAMSON: Do you know why you
6 might have indicated that these particular welds and the
7 penetrations cannot be excluded from the Code?

8 MR. JOEST: No.

9 INVESTIGATOR WILLIAMSON: Do you know now why they
10 could or could not be excluded from the Code?

11 MR. JOEST: Anything can be excluded from the Code
12 if you get agreement with whoever you have your license
13 from, which in our case I think is the NRC.

14 INVESTIGATOR WILLIAMSON: Do you recall a
15 conversation with anyone regarding these welds on Unit 2
16 primarily and whether they would have to be used as is or
17 whether they could be deleted from the Code?

18 MR. JOEST: I don't specifically recall a
19 conversation like that.

20 INVESTIGATOR WILLIAMSON: Do you document your
21 conversations or keep a log that tells what conversations
22 you had?

23 MR. JOEST: No, sir.

24 INVESTIGATOR WILLIAMSON: I asked you this before,
25 and I will ask you one other time. Do you know why there

1 is a difference in disposition between NCR 5609 and 6420?

2 MR. JOEST: No, sir.

3 INVESTIGATOR WILLIAMSON: We pursued an issue
4 earlier with regard to your contact with Hartford regarding
5 the ANI's contact or spending too much time with the QTC on
6 site.

7 Do you recall an incident wherein you contacted
8 Hartford complaining about the amount of time the ANI's
9 were spending and taking to complete their review of N-5
10 data packages?

11 MR. JOEST: Yes, sir.

12 INVESTIGATOR WILLIAMSON: What were the
13 circumstances surrounding that?

14 MR. JOEST: I remember talking to Hartford about
15 that, and the details of what, why and when, I can't give
16 you specifics on it.

17 INVESTIGATOR WILLIAMSON: Your concern, as I
18 understand it, was that these people were not reviewing
19 these things.

20 MR. JOEST: As I remember, and I have to tell you
21 it is as I remember, my concern was that the time spent in
22 review had increased markedly.

23 INVESTIGATOR WILLIAMSON: Is that it?

24 MR. JOEST: Yes.

25 INVESTIGATOR MURPHY: Let me ask you, is that a

1 responsibility of yours to contact them concerning the
2 amount of time an N-5 packet is being spent in review?

3 MR. JOEST: Not that I am aware of.

4 INVESTIGATOR MURPHY: Well, why then would you be
5 the one contacting the ---

6 MR. JOEST: Why? I don't know.

7 INVESTIGATOR WILLIAMSON: Someone apparently
8 complained to you about it.

9 MR. JOEST: Someone either claimed or talked with
10 me about it or something or another, yes.

11 INVESTIGATOR WILLIAMSON: Because there was an
12 incident in 1984 in the November or December time frame
13 which involved I think John Self and Charles Christopher,
14 and there was some concern that these ANI's were not
15 reviewing these quickly enough and that they were not
16 performing as expected.

17 MR. JOEST: As I remember, the concern was that
18 they were disappearing into a black hole without response.

19 INVESTIGATOR WILLIAMSON: I think, to follow up
20 Mr. Murphy's question and his concern, was that your
21 responsibility to contact Hartford or was that the site's
22 responsibility, someone like Mr. Wadewitz or Sheldon
23 Johnson or Herb Fisher to contact them?

24 MR. JOEST: I don't know.

25 INVESTIGATOR WILLIAMSON: Do you recall what you

1 related to Hartford and whom you spoke with?

2 MR. JOEST: Do I remember who I spoke with and
3 what I said exactly? No. I would assume I talked with
4 Harold Robeson down there.

5 INVESTIGATOR WILLIAMSON: And could you also tell
6 us what you think you might have said under these
7 circumstances?

8 MR. JOEST: As I recall, I had heard that the N-5
9 packages were, like I said before, disappearing into a
10 black hole, and we were looking for some response, either
11 positive, negative, partial reviews, just something instead
12 of the absence of anything.

13 INVESTIGATOR WILLIAMSON: What did you hope to
14 accomplish by contacting the Hartford, Atlanta management?

15 MR. JOEST: I hoped for the Hartford, Atlanta
16 management to talk to their people on site obviously.

17 INVESTIGATOR MURPHY: Do you feel because, you
18 know, basically it looked like if that would be a site
19 problem, and N-5 packets is really a site problem in this
20 particular category, and they are not up here for review
21 yet. They are at the site, and it seemed like a site
22 problem.

23 MR. JOEST: Right.

24 INVESTIGATOR MURPHY: Do you think you can
25 exercise any particular influence over the people in

1 Hartford to get the job done? "

2 MR. JOEST: No.

3 INVESTIGATOR MURPHY: I mean do you think you have
4 a better relationship with them than the site people do?

5 MR. JOEST: No.

6 INVESTIGATOR MURPHY: Can you think of any reason
7 why then that you would be calling them rather than the
8 site? I mean is there some reason you do that or would do
9 it in this instance?

10 MR. JOEST: I don't know why.

11 INVESTIGATOR WILLIAMSON: Did you in your position
12 think that you might get more done than the site people as
13 part of the Codes, Standards and Materials Group?

14 MR. JOEST: No.

15 INVESTIGATOR WILLIAMSON: Was this an effort on
16 your part to apply pressure on Hartford personnel
17 management people to apply pressure to the ANI's in the
18 field to get moving and get off dead center or whatever
19 your concern was with this?

20 MR. JOEST: No.

21 INVESTIGATOR WILLIAMSON: Passively, overtly or
22 any other wise, was this a means to provide pressure on
23 Hartford management to get their people moving?

24 MR. JOEST: Not that I know of.

25 INVESTIGATOR WILLIAMSON: Are you aware of TVA

1 ever threatening -- or I might even be more specific. Have
2 you ever threatened Hartford personnel with the termination
3 of their contract because of the complaints that you had
4 received against the ANI's?

5 MR. JOEST: No.

6 INVESTIGATOR WILLIAMSON: Would you be in a
7 position to do that?

8 MR. JOEST: No.

9 INVESTIGATOR WILLIAMSON: Would you have any
10 impact on the termination of the contract?

11 MR. JOEST: Not that I know of.

12 INVESTIGATOR MURPHY: Let me follow up on that
13 question just a little bit. As opposed to threatening, did
14 you ever imply to anybody down there that if the ANI's
15 don't perform in a particular fashion that their contract
16 may or will at least be under review?

17 MR. JOEST: Not that I am aware of, no.

18 Can we take a five-minute break?

19 INVESTIGATOR WILLIAMSON: Sure.

20 (Recess.)

21 INVESTIGATOR WILLIAMSON: Back on the record.

22 Let me pursue one issue here. Obviously during
23 the conduct of this investigation we have talked to a
24 number of people, some of which you know and probably don't
25 know, and I am not sure what information has been relayed

1 to you regarding what we have been doing.

2 But at least on one or two occasions there have
3 been statements made on several occasions that your contact
4 with the Hartford people was one of hostility and that you
5 were very frustrated and that Bill Higginbotham, the
6 Regional Manager, was chewed out by you regarding the
7 performance of some ANI's on site, particularly at Watts
8 Bar.

9 Do you remember these instances where you either
10 out of frustration or anger had some words with Mr.
11 Higginbotham regarding the performance of those ANI's?

12 MR. JOEST: I don't remember. I probably did, but
13 I don't remember it.

14 INVESTIGATOR WILLIAMSON: Would that be unusual?

15 MR. JOEST: No, it wouldn't be unusual. I get
16 frustrated and angry with a lot of people. It wouldn't be
17 unusual.

18 INVESTIGATOR WILLIAMSON: Have you ever indicated
19 to Mr. Higginbotham that it might be better for them if
20 they didn't have some of their ANI's on site and that they
21 be replaced or terminated?

22 MR. JOEST: No, sir.

23 INVESTIGATOR WILLIAMSON: Have you ever indicated
24 to him that you were displeased with the performance of
25 some of the ANI's and/or even the decisions made by these

1 ANI's?

2 MR. JOEST: I don't know whether we have discussed
3 decisions made by ANI's. I have discussed with various
4 people I guess good ANI's, bad ANI's and grades of quality,
5 you know, there are all different people. Specifically
6 situations and exactly what I said about any one of them, I
7 don't know.

8 INVESTIGATOR WILLIAMSON: Do you personally see a
9 need for the ANI's in the construction of a nuclear power
10 plant?

11 MR. JOEST: Yes, sir.

12 INVESTIGATOR WILLIAMSON: How do you see them
13 serving a viable purpose?

14 MR. JOEST: They provide third-party inspection.

15 INVESTIGATOR WILLIAMSON: And you see that as
16 being very important to both quality and safety?

17 MR. JOEST: Yes.

18 INVESTIGATOR WILLIAMSON: Let me ask you a couple
19 other questions regarding the comment on 5609 which was
20 generated in April 1984. This was dispositioned in
21 approximately two weeks. Is that a normal disposition time
22 for an NCR?

23 MR. JOEST: I don't know what the normal time is.
24 Some are short and some are long. It is not an unusual
25 time, let me put it that way.

1 INVESTIGATOR WILLIAMSON: It is?

2 MR. JOEST: It is not an unusual time. I imagine
3 you could find some shorter and some longer.

4 INVESTIGATOR WILLIAMSON: Did cost and scheduling
5 ever have an effect on any dispositions of NCR's, or
6 impending fuel load or startup?

7 MR. JOEST: The answer is yes, and I am going to
8 explain.

9 INVESTIGATOR WILLIAMSON: Please do.

10 MR. JOEST: We have had NCR's, and again I can't
11 remember specifics, where the cost of either repairing or
12 replacing was balanced. As far as I am aware, cost and
13 scheduling have never gotten into a use as is disposition.
14 They have gotten into what is the acceptable way to fix it,
15 and it is cheaper to repair or is it cheaper to buy a new
16 one.

17 INVESTIGATOR WILLIAMSON: Regarding the use as it,
18 is there a requirement either from ASME, from the vendor or
19 from design on how many hydrostatic tests the system can be
20 subjected to?

21 MR. JOEST: It depends on what system you are
22 describing.

23 INVESTIGATOR WILLIAMSON: Do some have limits and
24 some not?

25 MR. JOEST: Some have limits, yes.

1 INVESTIGATOR WILLIAMSON: And in the case of when
2 those limits are exceeded, is there additional engineering
3 that has to be performed?

4 MR. JOEST: There is a minimal amount of it, yes.

5 INVESTIGATOR WILLIAMSON: In terms of what,
6 design?

7 MR. JOEST: There are other design calculations.

8 INVESTIGATOR WILLIAMSON: Would that ever be a
9 consideration in rehydroing a system?

10 MR. JOEST: If you have got to perform the
11 calculations, you do it.

12 INVESTIGATOR WILLIAMSON: Is it something that can
13 be done within TVA or would it have to be done by the
14 designer of the system, say Westinghouse?

15 MR. JOEST: It could be done by either one.

16 INVESTIGATOR MURPHY: Would there be instances
17 where you would have to go back to the vendor to obtain
18 permission to rehydro a system that might have arrived at
19 the limit as far as hydrostatic testing is concerned?

20 MR. JOEST: If the vendor still retains design
21 responsibility, you would go back and ask him for a
22 redesign.

23 INVESTIGATOR MURPHY: Do you know if that has
24 occurred? Do you recall?

25 MR. JOEST: I wouldn't be involved with it, and I

1 am not aware of it.

2 INVESTIGATOR WILLIAMSON: Let me ask you a
3 question in closing, Mr. Joest.

4 Have you or are you aware of any pressure being
5 placed on Hartford management by TVA that would have
6 affected any decisions that they have made at Watts Bar?

7 MR. JOEST: Not that I know of.

8 INVESTIGATOR WILLIAMSON: Has there been any
9 pressure placed on you of either your supervision of other
10 offices, engineering and construction, et cetera, any
11 pressure placed on you to change or make decisions that
12 would affect the disposition of an NCR?

13 MR. JOEST: No.

14 INVESTIGATOR WILLIAMSON: Are you aware of any
15 pressure being placed on the ANI's by TVA to accept work
16 that was not acceptable?

17 MR. JOEST: No pressure by the TVA that I am aware
18 of.

19 INVESTIGATOR WILLIAMSON: Are you aware of
20 Hartford management putting pressure directly or
21 indirectly, passively or covertly on their personnel, the
22 ANI's in the field to accept work that was unacceptable or
23 questionable?

24 MR. JOEST: Not that I know of.

25 INVESTIGATOR WILLIAMSON: Do you have anything

1 else?

2 INVESTIGATOR MURPHY: No.

3 INVESTIGATOR WILLIAMSON: Mr. Joest, is there any
4 additional information you would like to add to this
5 testimony that you have provided?

6 MR. JOEST: No, sir.

7 INVESTIGATOR WILLIAMSON: Mr. Joest, in
8 conclusion, have I or any other representative of the NRC
9 threatened you in any manner or offered you any reward in
10 return for your testimony?

11 MR. JOEST: Not even a cup of coffee. No, sir.

12 INVESTIGATOR WILLIAMSON: Have you given this
13 statement freely and voluntarily?

14 MR. JOEST: Yes, sir.

15 INVESTIGATOR WILLIAMSON: I would like to take
16 this opportunity to thank you for talking with us today,
17 for agreeing to talk with us and for being interviewed.

18 This interview is concluded at 11 o'clock on 22
19 May '86.

20 (Whereupon, at 11:00 o'clock a.m., the interview
21 of WALTER PHILLIP JOEST concluded.)

22 * * * * *

23

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ORIGINAL
UNITED STATES
NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF:

DOCKET NO:

INVESTIGATIVE INTERVIEW

M. N. Bresslee

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

INTERVIEW

OF

MARCUS N. BRESSLER

West Tower
Tennessee Valley Authority
400 W. Summit Hill Drive
Knoxville, Tennessee 37902

Thursday, May 22, 1986

The interview commenced, pursuant to notice, at
11:10 a.m.

BEFORE:

E. L. WILLIAMSON, Senior Investigator
DANIEL D. MURPHY, Senior Investigator
Office of Investigations
Region II-Atlanta
Nuclear Regulatory Commission
Suite 2900
101 Marietta Street
Atlanta, Georgia 30323

* * * * *

P R O C E E D I N G S

1
2 INVESTIGATOR WILLIAMSON: For the record, it is
3 now 11:10 on 22 May 1986.

4 This is an interview of Marcus Bressler who is
5 employed by the Tennessee Valley Authority.

6 The location of this interview is the West Tower,
7 the Tennessee Valley Authority, TVA, Knoxville, Tennessee.

8 Present at this interview are E. L. Williamson and
9 Daniel E. Murphy, Investigators with the United States
10 Nuclear Regulatory Commission.

11 As agreed, this is being transcribed by a court
12 reporter.

13 The subject matter of this interview concerns
14 allegations of coercion of ANI's by the Hartford Steam
15 Boiler Inspection and Insurance Company and by TVA
16 management to accept work that was not acceptable at the
17 Watts Bar nuclear site.

18 Whereupon,

19 MARCUS NATHAN BRESSLER

20 having been first duly sworn by Investigator Williamson,
21 was examined and testified as follows:

22 INVESTIGATOR WILLIAMSON: Mr. Bressler, for the
23 record, would you please state your full name and give your
24 current position here with TVA.

25 MR. BRESSLER: I am Marcus Nathan Bressler. I am

1 an employee of the Tennessee Valley Authority. My title is
2 Staff Specialist Codes and Materials.

3 INVESTIGATOR WILLIAMSON: How long have you been
4 in that position?

5 MR. BRESSLER: I have been in that position since
6 August 1979.

7 INVESTIGATOR WILLIAMSON: What are the
8 responsibilities of that position? What do they include,
9 your responsibilities as a Staff Specialist?

10 MR. BRESSLER: Essentially a Staff Specialist in
11 most other organizations would be called a consultant at
12 many levels of advisory engineer or consulting engineer. I
13 don't have administrative responsibilities. On occasion I
14 may be assigned personnel to assist me in projects, and
15 there I direct them, but I don't direct them
16 administratively.

17 The duties of my position are to be available to
18 my Branch or my Branch Chief, all the sections in our
19 Branch, particularly the Codes Section and Materials
20 Engineering Section, but the Nuclear Branch Chief, the
21 Director to the Division of Nuclear Engineering and all
22 other TVA Divisions and Branches who may have need of my
23 expertise, which is basically materials engineering, codes,
24 standards and in ancient days stress analysis and design.

25 INVESTIGATOR WILLIAMSON: How long have you been

1 employed by TVA?

2 MR. BRESSLER: On June 15th I will complete 15
3 years.

4 INVESTIGATOR WILLIAMSON: And prior to your TVA
5 employment, who were you employed with?

6 MR. BRESSLER: Immediately prior to TVA, I was
7 employed by the Taylor Forge Division of the Gulf and
8 Western Company. My employment with them began on August
9 1st, 1970 and terminated on June 11th, 1971. There was a
10 four-day travel to arrive at Knoxville, and my employment
11 with TVA began on June 16th.

12 INVESTIGATOR WILLIAMSON: What was your position
13 in your previous employment?

14 MR. BRESSLER: My title was Manager, Product
15 Design and Development.

16 Immediately prior to that I was employed by the
17 Lenapee Forge Division of Gulf and Western, who is located
18 in Weschester, Pennsylvania, from September 1966 until I
19 was transferred to the Chicago office of Taylor Forge, the
20 same corporation, in August 1970. At Lenapee Forge I
21 entered the company's employee as a design engineer, and
22 after two years I became Manager of Design. I didn't have
23 the title of Chief Engineer, but the duties were
24 corresponding to that of a Chief Engineer.

25 Prior to that I spent nearly 11 and a half years

1 with the Babcock and Wilcox Company in Barberton, Ohio
2 where I began in April of 1955 as a engineering draftsman
3 designing tops of boilers, fossil-fired boilers, and then
4 transferred to the steel group and did some steel design,
5 again on the drawing board. And for a couple of months I
6 worked in special assignments on new and far out boiler
7 concepts.

8 Then I was transferred to the Stress Analysis
9 Department where I began to do analytical work. From the
10 Stress Analysis Department I was loaned to the Atomic
11 Energy Division of Babcock and Wilcox and moved from
12 Barberton to Akron. They are next door to each other. So
13 it wasn't much of a move. There I performed design of
14 pressure vessels, particularly for both the Nuclear Navy
15 and the commercial atomic energy industry.

16 When the Atomic Energy Division moved from Akron
17 on Lynchburg, I reverted to the Manufacturing Department
18 and returned to the stress analysis activities.

19 In 1960 I was named as Boiler Division Materials
20 Engineer and began my period of expertise development in
21 the field of materials application. I still retained some
22 of my work in stress analysis, but I was primarily involved
23 in thermal stress analysis at that time.

24 And from '60 to '66 -- in 1963 I was promoted to
25 Technology Supervisor, Materials Application -- but during

1 the entire six years in materials engineering I was
2 primarily involved in the selection of materials, in
3 reviewing materials properties, establishing allowable
4 stresses and determining company policy for the maximum
5 temperature utilization range for these materials.

6 I participated in the nuclear activities of the
7 company but as a materials engineer and assigned to the
8 Manufacturing Branch. I never again participated with the
9 Atomic Energy Division as such.

10 So my 11 and a half years with B&W were
11 essentially stress analysis, early drafting experience and
12 materials engineering experience.

13 INVESTIGATOR WILLIAMSON: And prior to B&W?

14 MR. BRESSLER: I was in the Army for two years
15 from October 1952 to October 1954, and then I remained with
16 the Army for four months as a civilian, civil service,
17 until April '55 when I left employment with the Army
18 Environmental Health Laboratory in Edgewood, Maryland, the
19 Army Chemical Center, and then went from there to Babcock
20 and Wilcox. The Army was my first full assignment after
21 graduating from college.

22 But in between while waiting to go into the Army I
23 worked for Niagara Mohawk Power and Light in the Gas
24 Construction crews. I couldn't get employment from anybody
25 because my orders to report to active duty were less than

1 90 days, and if you couldn't give them 90 days they didn't
2 want you. So I dug ditches with a college degree.

3 INVESTIGATOR WILLIAMSON: So your degree was in
4 what from ---

5 MR. BRESSLER: Bachelor of Mechanical Engineering,
6 a five-year degree from Cornell University. That was
7 granted in 1952.

8 INVESTIGATOR MURPHY: I have just one, your
9 connection with the ASME Committees?

10 MR. BRESSLER: I had attended ASME Professional
11 Society meetings prior to this, but when I was appointed
12 Materials Engineer my assignment was to work for Mr. Paul
13 Brister, who was the Chief Engineer, and very active in
14 ASME and ASTM activities.

15 So in 1960 I started attending committee meetings
16 with Mr. Brister. Naturally the reason was for me to do
17 the leg work on any projects that he was involved in.

18 As a result of my developing expertise in
19 materials, I was given the job to develop the stress tables
20 for the Nuclear Code, which was being prepared by the
21 special committee to review code stress basis.

22 During this time I became a member of my first
23 committee in ASME at that time called the Subcommittee on
24 Materials Engineering. I joined that committee as
25 Secretary when I replaced Bill Leyda, W. E. Leyda, who was

1 also a Babcock and Wilcox employee.

2 From that point on when the special committee
3 terminated its initial work in developing the first edition
4 of the Nuclear Vessels Code, which was published in 1963,
5 we were all appointed to various subgroups of the Boiler
6 Pressure Vessel Committee. I was moved over into the
7 Pressure Vessel Committee, Section 8 and I participated in
8 the Subgroup on Materials.

9 I was also appointed to the Subcommittee on
10 Openings and Attachments due to my expertise in flange
11 analysis and design of nozzles which I had developed while
12 I was in the Stress Analysis Group at Babcock and Wilcox.

13 When I left B&W and went to work for Linapee, I
14 retained those two assignments and also started to
15 participate in the Subgroup on Materials Engineering of the
16 Nuclear Power Committee. I became a member of that
17 committee in 1971.

18 From that point on my committee assignments grew
19 very quickly. I was appointed to the Subcommittee on
20 Nuclear Power in 1971. I was made chairman of the Work
21 Group on Valves of Subgroup on Design in 1973. After we
22 got that portion of the code straightened out, I was
23 transferred and given the Chairmanship of the Working Group
24 on Component Supports, which I took over in April of 1977.

25 I had given up my Subgroup on Materials of Section

1 8 when I took over my assignment in the Subgroup on
2 Materials of Section 3.

3 In 1974 I started to attend meetings of the
4 Subcommittee on Nuclear Certification as an alternate for
5 R. H. Davidson of the Division on Nuclear Power, and when
6 he found that he could no longer attend because of his
7 duties there we switched and I became the member and he
8 became the alternate.

9 In 1975 I became Vice Chairman of the committee
10 when Ed Hensey became Chairman. So both Chair and Vice
11 Chair were utility members, and I have retained the
12 position of Vice Chairman from that point on. I am still a
13 member of that committee.

14 In January 1979 I was appointed to the main
15 committee of the Boiler and Pressure Vessel Code, and along
16 the way I have given up membership as my other assignments
17 increased. I gave up membership in the Subgroup on
18 Strengths, Steel and High Temperature Alloys, which was the
19 direct descendant of the original Subcommittee on Materials
20 Engineering, and I have given up membership in the Subgroup
21 on Materials because it meets at the same time as the
22 Subgroup on Design of Section 3 which I have to attend as
23 Chairman of Subsection F.

24 The broad spectrum of my code involvement includes
25 design, design rules, materials and materials application.

1 In the area of quality assurance my involvement in the
2 Subcommittee on Nuclear Accreditation and my membership in
3 the Subcommittee on Nuclear Power have provided me with the
4 background to address those areas.

5 I am currently Editor of the Editorial Task Group
6 of Subcommittee 3, and throughout the years since 1973 on I
7 have participated in some capacity or another as one of the
8 editors of Section 3.

9 INVESTIGATOR MURPHY: Then is it safe for us to
10 assume that you would be considered an expert in certain
11 sections of the Code?

12 MR. BRESSLER: Yes.

13 INVESTIGATOR WILLIAMSON: Thank you for that
14 background. It is very extensive.

15 Mr. Bressler, in your view, what is the purpose of
16 the authorized nuclear inspectors located on the various
17 nuclear plant sites for TVA?

18 MR. BRESSLER: Well, actually the location of the
19 authorized nuclear inspector is not as important as the
20 performance of his duties because the authorized nuclear
21 inspector program is a direct outgrowth of the National
22 Board of Boiler and Pressure Vessel Inspectors
23 Certification of Third-Party Inspectors.

24 This program is much older than the nuclear
25 program. Inspectors stereotypically in boiler shops and

1 pressure vessel shops were normally boilermakers and
2 steamfitters with above average intelligence who were able
3 to self-teach and learn the portions of the code that
4 addressed inspection and nondestructive examination.

5 They generally had the journeyman knowledge of
6 welding, and by their sagacity were able to take additional
7 training and then pass the tests required, written tests
8 required for commissioning as an authorized inspector. All
9 authorized nuclear inspectors must go through this first.

10 After they have had experience in a shop and the
11 company for which they work, which is normally called an
12 authorized inspection agency, it recognizes that they may
13 have capabilities in the nuclear field. The inspector
14 would then be assigned to a nuclear shop or field position
15 at a nuclear plant where he would understudy an authorized
16 nuclear inspector, a resident authorized nuclear inspector
17 and also be responsible to the authorized nuclear
18 inspection supervisor.

19 With at least one year of experience and
20 sufficient training in the nuclear code, the ASME code for
21 nuclear power plant components, he takes a five-part
22 examination. He must pass each part separately. When he
23 takes a test and he doesn't pass at least three parts of
24 the five, he must take all five over again on his retest.
25 But if he passes three or more of the five, he gets credit

1 for all those that he has passed. So say he passes four,
2 he only has to take over the one part that he might not
3 have passed on his first examination, and that continues as
4 he retests.

5 He must have a grade of 80 in each of the parts.
6 Therefore, it indicates that he has a fairly thorough
7 knowledge of the portions of the code in which he would be
8 involved. The ASME code absolves the inspectors from any
9 responsibility for design, and he is not required to verify
10 any aspects of design. But once a design drawing as a
11 document is issued for construction, then that is his guide
12 for whatever inspections he deems necessary to perform.

13 INVESTIGATOR WILLIAMSON: Is the ANI required, his
14 presence required by the Code, by in this case the State of
15 Tennessee or by TVA's commitment to their FSAR?

16 MR. BRESSLER: That is an interesting question.
17 First, it is not required by the State of Tennessee because
18 TVA is a federal corporation. We are not subject to the
19 laws of the State of Tennessee. Therefore, the State of
20 Tennessee although having some relations with us and
21 participating in the surveys of our various certificate
22 holders within TVA does not have any functions within our
23 power plants. They have access, and we have always had
24 good relations with the State of Tennessee or any of the
25 States in which our plants are located, but technically,

1 legally I should say, there are no State overviews on the
2 TVA fossil or nuclear programs.

3 The requirement for authorized nuclear inspection
4 is due solely and primarily to the TVA management decision
5 to go with an ASME program, which I helped convince
6 management in 1973. I proposed that such an approach be
7 made. It was not unique to TVA. TVA had already received
8 a certificate, an assembler's certificate for its work at
9 Cumberland Steam Plant. But prior to that we had done no
10 formal work under the ASME code.

11 We followed the code. We bought equipment to the
12 code. Our vendors met the code, but TVA proper did not
13 follow the code even under the fact that we did our own
14 construction.

15 With the onset of the nuclear plant construction
16 and seeing what I had seen in Browns Ferry and Sequoyah,
17 which were too far along at the time. I came to work at
18 TVA in 1971. I felt that we would gain credibility with
19 the Nuclear Regulatory Commission, who was basically our
20 only code designated authority if we took on voluntarily
21 the function of the third-party inspector or the authorized
22 inspection agency function.

23 Although there were some managers that kept on
24 questioning why are we doing this, in the long run and
25 without really too much opposition, we were able to

1 convince our senior management to approve going into a
2 formal ASME program with the participation of the third-
3 party inspectors.

4 We wrote a quality assurance manual and went into
5 contract with Lumbermens Mutual, a Division of Kemper.
6 They provided us with our initial ANI services at Watts
7 Bar. Watts Bar was our first code plant, totally code
8 plant.

9 Bellefonte was a little later in getting started,
10 and I would have to go back in my files to recall whether
11 Kemper had any major impact on Bellefonte. They did
12 participate during part of the startup welding, but it was
13 so limited that I think we can say that Bellefonte's tenure
14 was almost exclusively Hartford.

15 Watts Bar had nearly three years of Lumbermens,
16 and we had a transition period when Lumbermens opted under
17 their contract clause to get out of their contract with us
18 and Hartford won the invitation to bid. There was a period
19 of about four to six months of transition. Hartford hired
20 two inspectors from Lumbermens. So even though we
21 transitioned from one authorized inspection agency to the
22 other, we had continuity with our ANI's.

23 I didn't finish with the ANI involvement. You
24 asked me what his duties were. Under the ASME code the
25 authorized nuclear inspector at any fabrication or

1 installation site or manufacturing facility has
2 responsibility for the fabrication, inspection and testing
3 aspects of the code and performs some additional
4 requirements like verifying that certain design documents
5 which must be in his possession have been prepared and
6 properly certified and available to him.

7 Those documents normally are the design
8 specification and the design report which is prepared on
9 the stress analysis of any of the systems components for
10 which the company that he is working for takes over all
11 responsibility.

12 Much of the equipment at a nuclear plant has been
13 certified by an authorized nuclear inspector that is not in
14 the employ of TVA. Again, that is a loose phrase, that is
15 not in the employ of the authorized inspection agency which
16 has a contract with TVA.

17 That authorized nuclear inspector, say at Babcock
18 and Wilcox, and I believe Babcock has Hartford, that
19 authorized nuclear inspector would have certified the data
20 report forms for any vessels that they had gotten from
21 Babcock and Wilcox.

22 An authorized nuclear inspector working for Anchor
23 Darling through a contract with his authorized inspection
24 agency would have certified the data report forms for those
25 valves or conceivably pumps or any other piece of equipment

1 that came onto the plant site.

2 The work that the authorized nuclear inspector at
3 TVA is expected to oversee under the third-party inspection
4 contract is TVA's own design activities to extent needed
5 for him to have the proper documents to perform his field
6 work. Any parts fabrication that TVA would do at the site
7 and the installation activities that TVA does at the sites
8 installing not only the parts that TVA fabricated but any
9 parts, appurtenances and components that have come onto the
10 site from other organizations.

11 As our work grew, our resident inspector numbers
12 grew. We eventually peaked at about 13 on five sites. The
13 largest number of resident inspectors at Watts Bar reached
14 four and then it dropped to three. At one time we had
15 seven inspectors at Watts Bar when we were doing the
16 hydrostatic testing of most of the systems, and I would
17 have to guess, but the time was about four years ago and
18 maybe five years ago.

19 INVESTIGATOR WILLIAMSON: How would you
20 characterize you and your office's relationship with the
21 site ANI's?

22 MR. BRESSLER: Well my office resides within the
23 end certificate holder's organization. Knoxville
24 Engineering by various names is the end certificate holder
25 and also the owner's designee, the owner being the TVA

1 corporate organization.

2 The sites take the functions of installers and of
3 course fabricators if they do any parts fabrication. We
4 have authorized nuclear inspectors employed by Hartford
5 presently working at each of the sites in which the code
6 program exists, and they are working on the Office of
7 Construction, now the Office of Nuclear Construction, and
8 it is going to have a new name soon activities at each of
9 those sites. Therefore they are performing third-party
10 inspection to the TVA NA and NPT certificates.

11 The ANI for the end certificate holder is also the
12 authorized nuclear inspector supervisor to the ANI's at the
13 sites, and I have a feeling that that is part of the
14 confusion that has led to this investigation, but that is
15 my personal feeling.

16 So the ANIS at Watts Bar and Bellefonte designs
17 ANI. Our relation through the various delegations that are
18 documented in the Nuclear Code Manual and Nuclear
19 Construction Manual, the NCM, which is a quality assurance
20 manual for nuclear construction of the Office of
21 Engineering, Design and Construction, with some changes in
22 title, is to represent TVA in its relationships with ASME.
23 In other words, the Chief Nuclear Engineer receives the
24 correspondence from the ASME accreditation program.

25 The section which I used to supervise and which I

1 now provide services to handles the requesting of surveys
2 and the contact work with ASME staff. To keep everything
3 together, we have also handled the requesting of surveys
4 and all other activities of that type on behalf of the
5 Office of Construction.

6 Except for a period of about three years, we have
7 also been responsible for preparing and coordinating
8 preparation when others have been requested to prepare
9 portions of the manual, revising when required, arranging
10 for the typing services, controlling the distribution of
11 the drafts for comments, coordination of the comments,
12 meeting of the NCM Procedure Reviews Committee, which has
13 representatives from each of the sites, the staff from
14 welding, engineering and construction, quality assurance
15 organizations and my section which I chair, and where the
16 final comments are thrashed out, whatever can't be done by
17 telephone, we clear up in a committee meeting.

18 Then after the committee agrees to the final
19 draft, which has also had input from the Hartford regional
20 office where the ANIS resides, we send them a copy of the
21 first draft and he comments on it and subsequent drafts to
22 it.

23 We then put together the final draft which is then
24 hand carried to each organization for initialing by the
25 cognizant person and signing off by the responsible

1 person. At present we only have three signatures on the
2 manual of approval, and that is the Office of Engineering,
3 now called the Office of Nuclear Engineering, pardon me,
4 now called the Division of Nuclear Engineering, the Office
5 of Construction, which is now called the Division of
6 Nuclear Construction and the Division of Nuclear Quality
7 Assurance, but prior to that the Office of Quality
8 Assurance. Those are the only three approval signatures.

9 So we handle the preparation of all the revisions
10 and then we turn it over to the Procedures Control Branch
11 and they run off the copies, distribute the revision
12 copies, receive the returned documentation and maintain the
13 documentation and actually maintain the manual. So
14 basically our portion is the active revision of the
15 manual. When I say we, I am talking about the Codes,
16 Standards and Materials Section.

17 INVESTIGATOR WILLIAMSON: Does your group, you or
18 your office have a routine contact with the site ANI?

19 MR. BRESSLER: Yes. Not as much recently, and in
20 the last few months not at all because we are under
21 essentially a restraining order while this investigation is
22 going on.

23 INVESTIGATOR WILLIAMSON: In your position do you
24 have any interface with Hartford management personnel at
25 Atlanta?

1 MR. BRESSLER: The answer is yes, through my
2 position in TVA and also unofficially when they use my
3 expertise.

4 INVESTIGATOR WILLIAMSON: Are you familiar with --
5 let me find it -- I guess under owner's responsibilities,
6 Revision 18 under No. 2.3.2, the Office of Construction has
7 a Project Manager at each nuclear power site and he or his
8 designee shall, one, establish and maintain contact with
9 the authorized nuclear inspection agency concerning project
10 items.

11 MR. BRESSLER: That is not the function that we
12 perform. That function is performed, and again the
13 organizations are changing with this new item, but let's
14 say the existing organization as shown in the manual, this
15 function was covered by the Assistant Construction Engineer
16 (Quality Control).

17 INVESTIGATOR WILLIAMSON: And that would have been
18 the ---

19 MR. BRESSLER: That is a different function. So
20 he would handle the day-to-day interface between the
21 authorized nuclear inspector at the site and their
22 management. Any problems at the site, the ANI has access
23 through that person to the Project Manager.

24 INVESTIGATOR WILLIAMSON: Was that always handled
25 that way?

1 MR. BRESSLER: To the best of my knowledge.

2 INVESTIGATOR WILLIAMSON: Did these people ever
3 come to you instead of going to Hartford?

4 MR. BRESSLER: The ANI's?

5 INVESTIGATOR WILLIAMSON: No, sir. The liaison,
6 the point of contact from the site.

7 MR. BRESSLER: I believe that this is a true
8 statement in its entirety. We are contacted by the site
9 when they have a conflict of opinion with the ANI. That is
10 when we first enter into the picture.

11 INVESTIGATOR WILLIAMSON: Is that the way you
12 understand that that loop should run? Should they be
13 contacting codes and standards people, or should they be
14 contacting Hartford management people to deal with this?

15 MR. BRESSLER: If you go to the portion of the
16 manual that describes the engineering organization's
17 responsibility, the loop is for them to contact us because
18 we contact Hartford regional in any appeals process.

19 INVESTIGATOR WILLIAMSON: Okay.

20 MR. BRESSLER: I think at this point I ought to
21 interject a little explanation. The ASME code provides for
22 this type of appeal process. The authorized nuclear
23 inspector obviously reads the code as he sees it and he is
24 guided by interpretations that are written in the National
25 Board bulletin which he gets as part of his commission as

1 an authorized nuclear inspector and under his own knowledge
2 and expertise within the code.

3 Most of the field inspectors, however, do not have
4 any committee activities. They are on the line of action
5 and have to depend on their organization to give them the
6 recent interpretations that affect their work.

7 The authorized nuclear inspector has access to the
8 regional management when he runs into problems with the
9 Project Manager, or I should say the project and what he is
10 requesting be done is not done, or if a condition that he
11 cannot accept is not attended to, he addresses his
12 supervisor in Atlanta.

13 Frequently the contacts with Atlanta are from
14 Atlanta to us to resolve problems that the ANI's were
15 having with our construction people. And more frequently
16 than not after the problem was described to me and in
17 reviewing the code coverage, I would side with the ANI's
18 and I would notify the site, either Bellefonte or Watts Bar
19 or any of the other sites that in my interpretation the
20 authorized nuclear inspector had a proper position and that
21 they had several things that they could do, one of which
22 was to correct the work in accordance with the ANI's
23 desires. There were other means of approach that are
24 covered by the code, due process and appeal structure.

25 On occasion, particularly in the early days when I

1 was a supervisor and I was more closely involved with the
2 sites, the ANI's from Lumbermens, Tom Williams and Mr.
3 McGraw and some of the early ANI's from Hartford used to
4 call me direct to discuss a problem and at that point I
5 would provide them "consulting services" as a code person.
6 I would not talk to them as a TVA position.

7 I have always encouraged them that if they had
8 problems with a particular aspect of the code that they
9 should call me. To the best of my knowledge, Hartford has
10 never stopped them from doing that.

11 When they would call I would either point to a
12 paragraph that they may not have been cognizant of or they
13 might have forgotten or that had been changed in the code.
14 And most of the time we could resolve problems at that
15 level.

16 As we became more distanced from the size, and as
17 our organizations grew and only certain people could attend
18 exit meetings and only certain people could do this and we
19 started to get more and more distanced from the project
20 management, I would only become involved when the two
21 organizations, the site construction manager's organization
22 and the ANI's could not come to a resolution of their
23 differences.

24 Walt Joest, who is our principal codes person and
25 the person who handles the revisions to the Nuclear Code

1 Manual, would have more daily contact with both the TVA
2 party that was involved in a resolution of a -- let's call
3 it a discrepancy at this point, because this was during the
4 formative phases before we determined that an NCR, a
5 nonconformance report had to be issued.

6 The ANI's, some ANI's had a telephone report with
7 Mr. Joest, too, but for the most part in the later years we
8 started to go through the channels that the site would
9 contact me while I was still supervisor or later on Walt or
10 Bob Jesse who replaced me as supervisor.

11 If we could resolve it at that point and if I
12 agreed with the ANI's, it generally never went beyond
13 that. If I didn't agree with the ANI's, then I went
14 through my assigned duties in the Nuclear Manual and I
15 would make contact with Hartford regional, describe the
16 problem as I saw it and has been relayed to me and then
17 they would get on the phone with their ANI's, get the
18 problem described to them from their ANI's and then we
19 would get back on the phone and now we both had the two
20 separate stories and frequently the two separate stories
21 looked like we were talking about two different problems
22 altogether.

23 When I saw what the ANI's concerns were, I
24 probably would have, if it was a valid concern, I more than
25 likely would tell Hartford region to forget it and we will

1 handle it back at our level, and we tried to resolve what
2 was going on.

3 If I agreed with our site that the TVA action was
4 in accordance with the requirements of the code or the
5 provisions of the code, then I would discuss it with the
6 Hartford people, and generally Harold Robeson, and later on
7 Bill Higginbotham, and if we could come to a resolution at
8 that point, we would come to an agreement of what action to
9 take. I would report back to the site people or Walter
10 would report back to the site people if he was in the
11 conversation, and the ANIS would report their decision to
12 the ANI's.

13 Most of the time it would result in agreeing to
14 write an NCR and an agreed upon resolution of the NCR which
15 then would go to the NRC resident inspector.

16 If at that level I could not get resolution, and
17 the resolution was not necessarily our way or their way,
18 but frequently the resolution could be something in
19 between, then my next appeal route would be to the Hartford
20 home office in Hartford, Connecticut where the same process
21 would begin.

22 At that place I would be talking originally with
23 Don Young and more recently with Howie Dobel. And if we
24 could come to a resolution, then it would be fed back again
25 through the two channels and back to the site for the

1 agreed resolution. If we could not come to a resolution,
2 then I had to move for TVA into a different path. I could
3 send in an inquiry and try to get a favorable response with
4 our position, or if I knew that our position did not
5 exactly meet the code, but was an acceptable and safe
6 engineering position, I would write a proposed code case,
7 and if we got it approved through the committee structure,
8 then we reference that code case as the reason for our
9 doing what we were doing.

10 We have never had to go beyond that.
11 Interpretations in code cases have, to the best of my
12 knowledge, resolved anything that we had.

13 INVESTIGATOR WILLIAMSON: How many times have you
14 ever had to write or get a code interpretation to resolve a
15 problem between TVA and the ANI's approximately?

16 MR. BRESSLER: Somewheres, and I don't keep track,
17 and I can show you my book of interpretations that I keep
18 that I have generated for TVA, a number more than 10 and
19 less than 50, in that range.

20 INVESTIGATOR WILLIAMSON: And that is in how many
21 years?

22 MR. BRESSLER: Fifteen years.

23 INVESTIGATOR MURPHY: And how long does this take?

24 MR. BRESSLER: It varies. The contact with the
25 regional office, Atlanta, three days. Contact with

1 Hartford, home office, maybe a week. Contact with the code
2 committees, it depends on the cycle because the committee
3 used to meet six times a year. The Interpretation Task
4 Group would meet on Wednesday night of code week. If you
5 were just in front of one of those meetings, you could
6 conceivably get an interpretation in as little as two or
7 three months. That would be the official typewritten reply
8 back to you. It can take as long as a year and a half.

9 Code cases generally take, again in accordance
10 with the cycle of the committee meeting and your ability to
11 run a code case through the committee, if a code case can
12 be handle by successive committees on Monday, Tuesday,
13 Wednesday and Thursday, it can go as an item of new
14 business to the main committee and be approved if there are
15 no negative votes, which would be the quickest way in which
16 a code case could be issued, we are talking about a minimum
17 of four months. But again, for the most part, as much as
18 18 months, and some code cases have taken up to three years
19 to get out.

20 So there is no set answer, but the quickest code
21 case, four to five months, and the quickest interpretation,
22 two to four months.

23 INVESTIGATOR MURPHY: Thank you.

24 MR. BRESSLER: Now there are levels of appeal
25 beyond that but, as I said, we have never had to go that

1 way. Levels of appeals would be, first, to the main
2 committee -- pardon me, to the Subcommittee 3 meeting as a
3 committee of the whole because the Interpretation Task
4 Group is a part of the committee and not the full
5 committee.

6 The next level of appeal would be the main
7 committee of the Boiler Pressure Vessel Code.

8 The next level of appeal would be the Board on
9 Nuclear Codes and Standards.

10 And the next level of appeal would be the Board on
11 Hearings and Appeals.

12 INVESTIGATOR MURPHY: This would have to be a
13 fairly significant case before you went through that
14 process, right?

15 MR. BRESSLER: In my interpretation, sometimes
16 punting in agreement is the least cost action, and I tried
17 to use my expertise and my 31-plus years of experience in
18 determining when something is worth fighting for. Timing
19 is most important.

20 As I said, I really feel, and I am a little
21 embarrassed by this situation because professionally I
22 believe that I have tried to be as objective and as
23 impartial as possible in our relationships with the third-
24 party inspectors, certainly my relationships with them.

25 Now separate from those, we have our direct

1 contact with the authorized nuclear inspection supervisor
2 because we need to talk to him about manual changes. He is
3 our ANI and also responsible for any revisions to the
4 manual.

5 So we do have frequent contact, and when I
6 received a letter from Mr. Whitt saying that we should not
7 talk to Hartford, I immediately objected because again my
8 interpretation of what we were talking about was Watts Bar
9 only. I said, I can understand Watts Bar, if that is being
10 questioned, but we have to talk on behalf of Bellefonte and
11 we have to talk on behalf of the end certificate holder.
12 And a letter was issued which I help prepare that gave us
13 guidelines.

14 When we talked to Hartford on something that has
15 to do with Watts Bar, we called John Self, or if he is not
16 there, some other member of the project management group
17 and had them on a three-way conversation. So we are
18 meeting that portion of it. If it is a direct Bellefonte
19 question, we can go to Atlanta direct or to Hartford, and
20 of course I feel that my code contacts with Howie Dobel,
21 who is on many of the committees that I am on, and Bill
22 Higginbotham, who is on some of the committees that feed
23 into the Subcommittee on Nuclear Power, but he is not on
24 any committee that I am personally on. We frequently have
25 to talk about code items, and I considered that separate of

1 my TVA responsibilities.

2 INVESTIGATOR WILLIAMSON: What is the status of
3 the current contract between TVA and Hartford?

4 MR. BRESSLER: I am giving you third-party
5 information, if that is acceptable to you.

6 INVESTIGATOR WILLIAMSON: Sure.

7 MR. BRESSLER: I will give you what I consider the
8 status to be because nobody talks to me. We had two
9 contracts with Hartford in the past and technically we
10 should have had three, a contract between construction and
11 Hartford, which construction administered, and Mr. Asa
12 Kelley was the administrator, and a contract between design
13 and construction for the ~~end~~^N certificate activities, and a
14 contract between nuclear power and Hartford for the
15 authorized nuclear in-service inspector.

16 Our work in the ~~end~~^N certificate activities with
17 our ANI is very limited because, as I mentioned earlier,
18 the authorized nuclear inspector does not get involved with
19 the day-to-day activities of design. And what Hartford
20 opted to do is during their semi-annual, twice a year
21 audits of their authorized nuclear inspectors, they also
22 audit Knoxville and all our other sites.

23 Our other contact with Hartford regional is when
24 we are handling revisions to the manual and of course when
25 we have meetings to resolve some of our interfaces, problem

1 interfaces.

2 So the charges that are attributable to the end
3 certificate evaluation really do not merit a separate
4 contract and separate administrator, and the Office of
5 Construction was willing to take on our costs, but
6 officially we just charged all our time -- not our time,
7 but the ANI's time and the ANIS's time to a construction
8 contract. So then we only had two contracts, the in-
9 service inspection and the construction contract.

10 INVESTIGATOR WILLIAMSON: Was there ever a period
11 of time where there was consideration being given to not
12 renewing the contract with Hartford?

13 MR. BRESSLER: Hartford?

14 INVESTIGATOR WILLIAMSON: Yes.

15 MR. BRESSLER: Again, I am giving you my
16 observations. The Hartford contract continued and was
17 renewed every two years I think without any problems. We
18 only had one contractual problem, and that was, and I
19 mentioned we had seven ANI's, we were charged for one AI at
20 the ANI rate and another ANI we were charged who we knew
21 had not been at the site who was sitting at the bar at the
22 motel. So we got all of that straightened out.

23 But outside of that, there were never any
24 conflicts or any problems in the contract administration
25 because I think that Mr. Kelley would have called me in if

1 they had anything to do with the ASME interfaces.

2 I still have not seen this so-called "L" letter,
3 but in the newspapers there was a description of a letter
4 which was considered, I don't want to use the term
5 blackmail, but that kind of an inference, signed by what
6 appeared to be the group, I think that was the signature,
7 and to the best of my knowledge, the letter was on
8 Hartford's stationary. But I have never seen the letter or
9 a copy thereof. I did see a copy of the typewritten copy
10 that TVA made available to the Hartford office originally.

11 This letter tried to put pressure on TVA
12 management to force the Hartford Company to raise the
13 salaries of the site ANI's, and I think the figure I recall
14 is \$30,000 a year, or else the group would reveal areas of
15 nonconformance with the code that had been glossed over and
16 things like that. I have only read that letter once and I
17 can't quote the words directly.

18 As a result of that letter, and I am still
19 searching for the word that has been used, our management
20 contacted Hartford management and indicated there had been
21 a loss of confidence in the Hartford organization. This
22 occurred during the period of time that we were working on
23 the preparation of the contract renewal, and within time-
24 wise we are talking two months and maybe three months
25 before it came before the Board, and these sequences are

1 what I have picked up from the newspapers, from hearsay and
2 from talking to people who were involved and from our
3 lawyer, Mr. Mason.

4 The date came for recommending the contract to the
5 Board of Directors of TVA, and the legal office, although
6 the contract had been fully prepared, the legal office
7 asked construction to withdraw it at the Board meeting, and
8 that contract elapsed before it could be renewed.

9 The contract with Chattanooga and ISI was still
10 active and by mutual agreement since we have to have third-
11 party inspection at Watts Bar, we agreed to permit Hartford
12 to bill us through the ISI contract and the activities were
13 paid for through that contract, but using the terms and
14 conditions of the original contract.

15 The investigation, and I am very hesitant on this
16 because again it is only back-room discussions that give me
17 this background, the investigation was assigned to the
18 nuclear safety review staff. I think it was Mr. Giddy who
19 was given that investigation, it proceeded for about five
20 months, that I am aware of, and Mr. Giddy never contacted
21 me at all. So I have no knowledge of what he was doing or
22 who he was seeing or anything, but I do know that I kept on
23 calling Mr. Mason in the Office of General Counsel, and on
24 the few occasions that he got back to me, I was told that
25 the present arrangement was satisfactory and that they did

1 not want to renew the contract at the present time until
2 this question was cleared up.

3 The ISI contract was due to expire December 31st
4 of '85, and again because the investigation wasn't
5 finished, it was decided to extend the contract for three
6 months to March 31st, and then I understand that that
7 contract has been renewed. So we are still billing through
8 that contract.

9 So with that very broad description, the narrow
10 answer to your question is yes, there was a period of time
11 that TVA was considering cancelling the Hartford contract.
12 It was directly related to the extortion -- that's the word
13 -- the extortion letter, and to the best of my knowledge,
14 had nothing to do with TVA's disappointment or feeling of
15 lack of performance on behalf of the Hartford organization
16 or the Hartford ANI's.

17 INVESTIGATOR MURPHY: When you say that TVA
18 management contacted Hartford management concerning this
19 expression of lack of confidence ---

20 MR. BRESSLER: Yes. Mr. Mason I believe -- and
21 again remember I have no direct knowledge.

22 INVESTIGATOR MURPHY: That's okay.

23 MR. BRESSLER: I think that Mr. Mason contacted
24 the attorney for Hartford, and then that attorney contacted
25 the Vice President in charge of the inspection program, who

1 then contacted the Assistant Vice Presidents, Howie Dobel,
2 who then called me because we are friends besides our other
3 relationships. Howie and I used to work for B&W together.
4 He goes back to the SAVANNAH, the steamship SAVANNA. He
5 wanted to know what was going on, and that was the first I
6 heard of the letter. I tried to find a copy of it, but
7 nobody had it, not on this side.

8 So that is the extent of what I have perceived was
9 the reason for the desire to possibly cancel the contract.

10 INVESTIGATOR MURPHY: Have you ever expressed this
11 idea of lack of confidence as maybe resulting in at least a
12 review of the contract with Mr. Higginbotham or Mr. Robeson
13 in Atlanta?

14 MR. BRESSLER: I wouldn't have been involved in
15 that at all. You see, to review the contract would be
16 outside of my responsibility ever.

17 INVESTIGATOR MURPHY: I am not asking the right
18 question. Have you ever expressed to them, TVA, that there
19 was a perception among somebody in TVA that there was a
20 lack of confidence, you know, and that the contract might
21 be in jeopardy?

22 MR. BRESSLER: When Hartford regional called me
23 during the period of days of my contact with Howie Dobel,
24 by then I had been in touch with Mr. Mason, and Mr. Mason
25 had given me the words that you just phrased, that there

1 was an appearance of lack of confidence, and I felt that
2 because of our relationship always being on the level, I
3 made that statement to Mr. Higginbotham.

4 But, again, that was a third-party reporter to you
5 what I heard from Mr. Mason. From that point on I made it,
6 or from that day on I made it a practice to whenever
7 something came up involving either -- well, actually the
8 employee concerns issue because I never really thought that
9 there was an ANI problem. I thought the extortion letter
10 was a prank. That is how naive I am. I made it a point to
11 immediately contact our legal counsel and tell them what
12 was said on the other side of the line, what I replied and
13 asking their advice as to what to do next.

14 INVESTIGATOR MURPHY: Did you make any written
15 record of this yourself?

16 MR. BRESSLER: No. I am a notorious
17 procrastinator. That is one reason I am not a manager. I
18 am not a putter-downer that at 10:15 I spoke to my wife and
19 she gave me the usual hell, you know.

20 (Laughter.)

21 I only make written notes when I feel that my
22 management needs to be informed and I can't get them on the
23 telephone. I will write what we call a 45-D. Sometimes my
24 45-D's are five, six or seven pages long. If it is
25 something that I feel is interoffice, then I will prepare a

1 memo from my supervisor to the project manager.

2 INVESTIGATOR MURPHY: What was your perception of
3 Mr. Higginbotham's feelings towards the conversation over
4 lack of confidence.

5 MR. BRESSLER: He was crushed, and I was, too. I
6 know that this has no value in the realistic world, but I
7 feel, and I still feel and I know they did, too, that our
8 three organizations, ourselves, Hartford, either of the two
9 locations, and our sites have behaved totally
10 professionally with each other. The confidence of the
11 ANI's has only been questioned on the few occasions that we
12 had an intemperance problem, and that was Mr. McGraw, who
13 is now dead, and that is documented.

14 When that intemperance started to affect his work
15 and of course our work, his relationships with us, that is
16 one time when we put pressure on Hartford to either get him
17 dried out or replace him. We never questioned his
18 technical competence. He was good, but he was having
19 marital problems, he was away from his wife and he turned
20 to the bottle.

21 Outside of that, we have had good, and by using
22 the grading system, we have had good ANI's, outstanding
23 ANI's and exemptable ANI's. We have had some ANI's that
24 didn't report when they were supposed to but billed, and
25 those we have raised, and we have only had to raise that

1 question once to the home office and it was taken care of.

2 That is why I say our relationship with the
3 Hartford home office and the Hartford regional office has
4 always been aboveboard and from the codes and standards
5 point of view very highly professional. We all feel
6 branded somewhat by the fact that we have to make this sit
7 with an investigation.

8 Outside of that, I don't get involved in rating
9 the ANI's. That is the Hartford office. And I have not
10 knowledge of how they are rated or how they are evaluated.
11 I have no knowledge of their salaries or any of the
12 administrative duties. I don't want to know.

13 When Mr. Kelley, Asa Kelley would contact me about
14 any of the terms of the contract and I could be of help to
15 him, I would give him some advice or suggestions, but
16 outside of that I stayed clean out of all commercial
17 aspects, not only in the ANI contract, but all other
18 contracts that TVA has because I felt it gave the the
19 opportunity to be an arbiter between our customers, our
20 vendors and TVA itself when it came to interpretation
21 questions.

22 Actually, I have been very proud of the fact that
23 both our vendors and my company would accept my mediation
24 and the resolutions were generally either all the way if
25 there was a mistake on one side or the other or some

1 compromise that was acceptable to both parties.

2 INVESTIGATOR WILLIAMSON: Let me ask you, Mr.
3 Bressler, from the ASME code standpoint must an ANI be
4 satisfied from the viewpoint of his interpretation of the
5 code of an issue identified by the ANI that the code
6 violation is properly dispositioned?

7 MR. BRESSLER: Yes.

8 INVESTIGATOR WILLIAMSON: He must be satisfied?

9 MR. BRESSLER: That is right.

10 INVESTIGATOR WILLIAMSON: In your dealings with
11 the Hartford, Atlanta people do you feel that they
12 supported the ANI's in the field?

13 MR. BRESSLER: Whenever they felt that the ANI was
14 absolutely correct, yes.

15 INVESTIGATOR WILLIAMSON: Okay. When they didn't
16 feel that they were absolutely correct?

17 MR. BRESSLER: Then we would have some of the
18 relationships that I talked about. They would either call
19 us, and if we were not satisfied, we would call them. I
20 think what I have to establish here is that the ANI is not
21 infallible. He is the closest to the work, and I will
22 support the ANI's position that unless he is satisfied with
23 the disposition, he has a right to demand more work.

24 The code says that if for any reason the ANI isn't
25 satisfied with the performance of a welder or an NDE

1 person, he can demand that they be requalified. If there
2 is any reason for him to question the code compliance, it
3 is a decision to be resolved.

4 So he has an absolute right to raise a question,
5 and the reason that I support his absolute right, and it is
6 his signature that is going on that data report form. Now
7 if the man does not have all his facts together, some of
8 the things that in engineering we may have taken advantage
9 of a later edition or addenda that permitted the activity,
10 that is the reason that we would get together through
11 either direct interface with the ANI or direct interface
12 with the Atlanta office or direct interface with the
13 Hartford office to present our side of the story and why we
14 felt that the TVA position met the code.

15 And then we expected that if Hartford, at whatever
16 level we appealed, agree with us, that they would take care
17 of resolving it with their ANI's, because I could not in my
18 position directly interface with the ANI and tell him you
19 have got to change your mind.

20 I mean the best I could do if he called me, and on
21 occasion they did call me, is read them the paragraphs and
22 give them the paragraph numbers and tell them our
23 interpretation and how we read that paragraph because the
24 English language is a very difficult technical language,
25 and you can read the same sentence and put the emphasis on

1 the wrong syllable and it reads entirely different.

2 INVESTIGATOR WILLIAMSON: Has it been your
3 experience that when an interpretation arose that the
4 Hartford management was more likely to side with the ANI's
5 in trying to resolve the interpretation problem or with the
6 position taken by your office in Knoxville?

7 MR. BRESSLER: I didn't keep score, but I had to
8 mentally keep score, I think if we had gotten to the level
9 of Hartford, Atlanta, because I tried to resolve all the
10 problems at the lowest level, but if we got to the level of
11 Hartford, Atlanta, it was almost even-steven.

12 INVESTIGATOR WILLIAMSON: Let me tell you why I
13 asked that question. I asked that question because in some
14 of our conversations there was some inference that the
15 Hartford people were intimidated by Codes and Standards
16 people because of their knowledge and experience and
17 expertise in the code issues.

18 MR. BRESSLER: But they had access to equal
19 experts. They had access to Howie Dobel who ---

20 INVESTIGATOR WILLIAMSON: Did you sense this
21 intimidation at all?

22 MR. BRESSLER: No. As I say, our relationship has
23 always been amicable. When the job was done, say when we
24 were on a survey and the job was done, we would go and have
25 drinks together like any other working people would.

1 INVESTIGATOR WILLIAMSON: Excuse me for
2 interrupting. Do you feel that the Hartford management
3 personnel that you dealt with, and primarily Mr.
4 Higginbotham, Mr. Robeson and Mr. Ireland, had the
5 technical expertise and also the knowledge of the codes to
6 make those decisions regarding the interpretation of the
7 code?

8 MR. BRESSLER: Prior to Mr. Robeson we had a
9 gentleman called John Hansen, also again a boilermaker
10 background, but a man I had absolute confidence in. He
11 really knew the ASME code. He, both as an ANI, which is
12 where he started and as an ANIS, had the expertise to make
13 that decision.

14 Robeson is very knowledgeable. He is a more laid
15 back type of individual than Mr. Hansen. Mr. Hansen was
16 very formal. Robeson is more laid back. Higginbotham is
17 more office trained than field trained. Robeson, to the
18 best of my knowledge, has never been at a committee
19 meeting. Higginbotham participates in committee
20 activities.

21 So I would feel that Higginbotham might have more
22 expertise than Robeson. Robeson had excellent knowledge of
23 the code. But both of them, and the three of them,
24 including Hansen, had direct contact with the Hartford home
25 office who had many experts in their home office, Darrel

1 Petes, Gene Feigel, Roco Sinisi and all the Hartford home
2 office personnel, Don Young before that, that had all been
3 very active in the code committees, fabrication and
4 examination, and therefore they had the expertise to
5 provide support to the Atlanta office and if needed to the
6 ANI's.

7 INVESTIGATOR MURPHY: Let me ask you a question
8 about that. Earlier on you said that there were many cases
9 where both the ANI at the site and the Hartford people
10 would call and talk with you about code interpretations and
11 they were basing this not on your position with TVA ---

12 MR. BRESSLER: On my position as a code person.

13 INVESTIGATOR MURPHY: --- but your position as a
14 code person and your vast knowledge. Why would you think
15 they would not first go someone within their organization?

16 MR. BRESSLER: It is possible that the person they
17 went to was not available or suggested that they talk to
18 me.

19 INVESTIGATOR MURPHY: Okay. Is it also possible
20 that by them going to their home office they might create a
21 sense of some weakness on their ---

22 MR. BRESSLER: No, I don't think so. Again, I am
23 giving you impressions and not facts. I have been told
24 that I intimidate because I am generally very convinced of
25 what I am saying.

1 INVESTIGATOR WILLIAMSON: The intimidation is not
2 so much a physical one, but by your knowledge and
3 expertise.

4 MR. BRESSLER: It is not an attempt to intimate,
5 and I am generally very quick to recognize when I have made
6 a mistake and in fact it is embarrassing, but I do make
7 mistakes. I can't recall every page of the code any more.
8 It has gotten too big.

9 I would think that the areas that we dealt in they
10 would have had sufficient confidence in themselves to argue
11 with TVA at the lower levels. The only time that I used my
12 code knowledge to provide an outlet for my firm was being
13 up to date with the most recent changes to the code and
14 what was proceeding through the code which gave me a
15 preferential position from which to fight.

16 When I would give them the chapters and verses and
17 they would look them up, if you want to call it
18 capitulation, then that would occur, but only when they saw
19 it in black and white and they could interpret it the same
20 way that I interpreted it.

21 And if we couldn't, and I know many times that Don
22 Young and I, we would start on the telephone and we would
23 finish in a code committee meeting and we would argue into
24 the wee hours of the morning until we came to a agreement
25 and said, you know, you are right, if you read it this way

1 your interpretation is correct, and if you read it my way
2 my interpretation is correct, and let's ask the question.

3 And then we would frequently cooperate on an
4 inquiry that I would send in, or often Howie or Don Young
5 would send in an interpretation, Howard Dobel, on a request
6 for an inquiry and interpretation from the other side of
7 the fence.

8 INVESTIGATOR WILLIAMSON: I think, if I recall,
9 the Hartford personnel indicated they did not have the
10 authority to interpret the code; is that correct?

11 MR. BRESSLER: They cannot, no. They feel that
12 they cannot.

13 INVESTIGATOR WILLIAMSON: Do you agree with that?

14 MR. BRESSLER: The ANI is interpreting the code
15 when he makes a decision. What do you call interpret?

16 INVESTIGATOR MURPHY: You are talking about a
17 point that we are concerned about.

18 MR. BRESSLER: What do you call interpret? The
19 authorized nuclear inspector reads a paragraph, and I will
20 give you a perfect example. The 1971 code taken right out
21 of the B-31-7, Class 3 Piping. Nozzle connections and
22 branches in piping over four-inch size must be magnetic
23 particle or liquid penetrant inspected. The entire
24 industry interpreted that to mean that if the run was less
25 four inches that none of the branches had to be inspected.

1 But if it was over four inches you had to do mag particle.

2 But if you read it, pipe branch connections in
3 piping four inches nominal size or greater need to be
4 inspected, then regardless of the run, a four-inch branch
5 or larger had to be, the weld had to be inspected.

6 So there is a perfect example that the entire
7 industry read one way and an NRC inspector read a different
8 way, and we had to have a round-robin on it until we went
9 back to the original words and we found out what it was.
10 That is when we came to an agreement with the NRC and we
11 dropped a four-inch size to a two-inch size, because
12 whatever happened, two inch was something that we could
13 live with on a break.

14 So now you put yourself in the place of an ANI,
15 and, please, I am not denigrating the authorized
16 inspector. He has generally for the most part a high
17 school diploma or an equivalency and good knowledge of the
18 book he is working with and good hands on NDE and probably
19 many years of welding experience. He knows workmanship and
20 he knows the basics of inspection.

21 But when he reads that sentence how is he going to
22 interpret it? If he reads it with the accent on the half
23 of the sentence, regardless of branch size, any pipe run
24 four inches and under, there had to be no NDE on the
25 branches. But if he took the harsh approach and said it

1 the other way, then he would be insisting on liquid
2 penetrant or mag particle examination.

3 Is he absolutely correct? No, and possibly yes.
4 That is when we go into the level of appeals, and on that
5 particular one three insurance companies could not agree
6 among themselves and four certificate holders could not
7 agree on this. So we went to the committee and it was a
8 very difficult road until we finally agreed with the intent
9 was and we changed it.

10 INVESTIGATOR WILLIAMSON: Does the code allow for
11 an ANI's supervisors, field or regional supervisors to
12 override any decision made by the ANI?

13 MR. BRESSLER: I would have to go back and read
14 the documents that would apply, which would be NCA 5000 and
15 general requirements and N-626.0.

16 The way in which I teach my courses when I teach
17 quality assurance requirements in nuclear power plant
18 components, I teach that this method of appeal with the
19 possibility of ensuing overriding is permitted by the code.

20 Don't forget that the author on nuclear specs, the
21 supervisor must first be an ANI and is required to have "X"
22 number of years of experience before he can be promoted to
23 a supervisor or to inspection specialist.

24 INVESTIGATOR WILLIAMSON: If there is a difference
25 of opinion between the ANI and his management, what

1 recourse does that ANI have?

2 MR. BRESSLER: He can appeal to the National
3 Board.

4 INVESTIGATOR WILLIAMSON: The National Board?

5 MR. BRESSLER: Yes. See, he has got a commission
6 from the National Board. He can also appeal to the ASME
7 code as an individual. I should have mentioned that, too.

8 INVESTIGATOR WILLIAMSON: But he can go to the
9 National Board?

10 MR. BRESSLER: He could go to the National Board
11 and seek the National Board to plead his case for him. I
12 don't think he would normally. But again being practical,
13 if a guy works for a company, he is going to work within
14 the company rather than ---

15 INVESTIGATOR WILLIAMSON: I was going to say if he
16 did that, if he pursued it outside the boundaries of his
17 company, do you think he would be jeopardizing his position
18 with the company?

19 MR. BRESSLER: Ten years ago I would have said
20 yes. Today I don't think anybody jeopardizes anything when
21 he goes outside of his company. In fact, he guarantees
22 himself a perpetual job.

23 (Laughter.)

24 INVESTIGATOR WILLIAMSON: From an ASME code
25 standpoint should an ANI, in your opinion, have the freedom

1 to discuss and offer dissenting opinions, and we have been
2 talking about this I guess in generalities, on issues that
3 may disagree with their management ---

4 MR. BRESSLER: Yes.

5 INVESTIGATOR WILLIAMSON: --- and not feel any
6 fear of recrimination or anything?

7 MR. BRESSLER: No. And that is why I said I have
8 offered my services to the ANI's as a code person because I
9 think that I am objective enough that I can put the
10 different hat on. Now there have been instances and
11 questions that have led me to write letters to ASME for
12 entering official requests for code changes. So, yes, I
13 support their right to dissent.

14 INVESTIGATOR WILLIAMSON: Do you know if there are
15 any occasions when an ANI has chosen to pursue an issue
16 beyond the level of his immediate supervision, and in this
17 case Atlanta, and say go to Hartford with a concern?

18 MR. BRESSLER: Again, I have no access to
19 Hartford's files, and I don't know what has happened there,
20 but from my side I felt that the question on accepting the
21 inaccessible welds on penetration assemblies went beyond
22 the Atlanta level and into their home office.

23 Readily I can't think of any other things because
24 we really haven't had that many items of disagreement.
25 When you think of the number of sites and the number of

1 ANI's and number of welds, we have had an outstanding
2 record.

3 INVESTIGATOR WILLIAMSON: Do you know of any cases
4 where an ANI has disagreed with his immediate management,
5 and when I say immediate management I mean either site
6 supervision or Hartford, Atlanta, and was directed to sign
7 off on a document in any what whether it was an NCR or N-5
8 package or anything else?

9 MR. BRESSLER: I am not aware of any that I have
10 heard the statement made. I am not physically aware of any
11 situation where that occurred. You know, there is also the
12 possibility of communication gaps. If the agreement
13 achieved at a higher level meets code requirements in the
14 opinion of the senior people, if they ANI receiving notice
15 that his side has not been upheld is not fully told why the
16 opinions were arrived at, I could conceive that he would
17 feel that he was being forced to sign. But to the best of
18 my knowledge, I don't believe that there were any instances
19 that we had to resort to anything like that because we
20 normally came to agreements by virtue of using either
21 existing code positions or seeking code positions that took
22 care of the problem.

23 INVESTIGATOR MURPHY: Would you condone an
24 activity whereby a supervisor directed an ANI at the site
25 to sign off on something that he may have considered

1 acceptable?

2 MR. BRESSLER: I could not because I believe that
3 the basis of the third-party inspection program is the
4 integrity of the ANI.

5 Again, as I teach in my courses, I tell the
6 people, look, he is a human being and we get out of the bed
7 on the wrong side at times and you have got to learn to
8 live with him. Remember, he is the only guy who job is on
9 the line because he puts his name and his commission number
10 on that dotted line.

11 Other than the people he works for, the National
12 Board has the right to bring him before a jury of his peers
13 and he can lose his commission and without his commission
14 he cannot work.

15 So that is probably why I feel so strongly about
16 supporting the authorized nuclear inspector's position, and
17 I try when I am involved directly with them when I am
18 objecting to their position to show them the portions of
19 the code that I am basing my position on.

20 INVESTIGATOR WILLIAMSON: Mr. Bressler, let me ask
21 you, have you personally or are you aware of anyone from
22 TVA that has been in contact with Hartford, either
23 regionally or nationally at Hartford, Connecticut who ever
24 attempted to influence a decision made by Hartford with
25 regard to the resolution of a disposition or problem that

1 you were having with an ANI?

2 MR. BRESSLER: Speaking for myself, no.

3 INVESTIGATOR WILLIAMSON: Are you aware of anyone
4 who has?

5 MR. BRESSLER: Speaking for the people who have
6 worked for me or are now associated with me here in
7 Knoxville, I am not aware of any, and I know nothing about
8 what might have occurred from the site people.

9 Normally my involvement was when the site people
10 would call me. Well, you know, I can give you the example
11 of this particular, what I thought was the main subject of
12 the investigation, the inaccessible welds.

13 For Unit 2 we were approached to disposition welds
14 that had been hydrostatically tested already in Unit 2 and
15 approved on the basis that that is the way they had been
16 approved in Unit 1, and they had to scrape me off the wall
17 because I specifically said, and we wrote in the NRC for
18 Unit 1 that this relief was for Unit 1 only.

19 And when site went ahead and did it again, I
20 refused to help out. In fact, I was getting ready to order
21 them to cut out the guard pipes and expose the welds, but
22 when I cooled down I came up with a much better technical
23 solution.

24 When I heard about it, I contacted Hartford and I
25 told them point blank, I told them I am calling you because

1 I am supposed to call you, but I am not in favor of
2 continuing the Unit 1 relief for Unit 2. And they said, we
3 are glad, because we were going to operate that way. So
4 there is an example there was absolutely no way in which I
5 was going to agree to continue to permit this oversight.

6 INVESTIGATOR WILLIAMSON: Since you have mentioned
7 those, we will get into them. I have in front of me NCR
8 5609 for Units 1 and 2 written on April 27th, 1984. As I
9 understand in reading the nonconformance description and
10 apparent cause there was some concern over some vendor
11 welds that had not been subjected to hydrostatic testing by
12 the vendor and were inaccessible for visual inspection once
13 installed in containment.

14 Is that correct?

15 MR. BRESSLER: What question are you asking? What
16 is correct?

17 INVESTIGATOR WILLIAMSON: Is the description of
18 that that concerns vendor welds that had not been subjected
19 to hydrostatic testing were now in place and were not
20 accessible for visual inspection during hydrostatic testing
21 correct?

22 MR. BRESSLER: If I can modify your words "visual
23 inspection," it is an examination for leakage. It is not
24 an inspection. They had been inspected. Pardon me. They
25 were radiographically examined, and for those welds that

1 covered Class 1 piping going through the penetration
2 assembly they were radiographically examined in the area of
3 one-half inch on either side of the weld, mag particle or
4 liquid penetrant examined.

5 So the welds had been fully NDE'ed, but had not
6 been hydrostatically tested by the manufacturer who used a
7 provision of the code that said hydrostatic testing may be
8 postponed for the system hydrostatic test.

9 INVESTIGATOR WILLIAMSON: Because that was a
10 subassembly?

11 MR. BRESSLER: It was a subassembly, and the words
12 in the code state that. But the contract administrator who
13 had accepted the waiving of the hydro, which we had done
14 for many piping subassemblies, didn't realize that we would
15 now have welds that we could not look at for leakage.

16 This is the first time that I have noticed that
17 this said Units 1 and 2, because the listing that we
18 received we assumed were the penetrations that had already
19 been hydrostatically tested at the time of this NCR.

20 Now the action by the vendor was correct. The
21 action by TVA was probably naive.

22 INVESTIGATOR WILLIAMSON: Naive?

23 MR. BRESSLER: Yes. We should have insisted that
24 the vendor hydrostatically test the process pipe after the
25 welds to the what they called the flued head fitting had

1 been performed and then put on the guard pipe.

2 INVESTIGATOR WILLIAMSON: Was this an effort to
3 save money?

4 MR. BRESSLER: No, not by us. In fact, we
5 probably gave money because we probably didn't give them
6 any credit for the hydro.

7 We were very lucky in that we used Mr. O'Toole
8 from Tube Turns as a consultant on some bellows repairs
9 that we sponsored because we had many nicks and gouges and
10 blow-throughs on our existing bellows that we could not
11 have replaced easily because, one, they were already in a
12 very difficult access area or, two, the field of NPT
13 bellows manufacturers was shrinking drastically.

14 Mr. O'Toole, who was Tube Turns bellows expert,
15 had the opportunity to go into the company that he used to
16 work in and look up the file and he reported to us that in
17 truth these welds had never been hydrostatically tested and
18 that was in conjunction with this NCR.

19 It is not a singular TVA problem. All of the
20 penetration assemblies that were supplied by many of the
21 manufacturers were supplied in the same manner. Some
22 companies provided an approach to the problem by making
23 hand holes in the guard pipe to permit insertion of devices
24 of look at the welds, mirrors and things like that.

25 When we became aware that the penetrations that we

1 had on hand had not been hydroed, we started to look at it
2 from an engineering point of view rather than the direct
3 approach which was to cut some access in the guard pipe to
4 permit us to look and redo the hydro which would have been
5 very damaging from the point of view of the number of
6 hydros permitted for the steam generator.

7 We tried to use engineering logic, and if I
8 remember correctly, we said that other welds that had been
9 made by Tube Turns could be seen when we looked at the TVA
10 welds because they were near the TVA welds.

11 We had several actions that we could take with
12 this thing. The problem was not fear of the welds because
13 during the hydrostatic testing if the welds had failed or
14 were bad we probably would have seen water running out from
15 the open end of the guard pipe.

16 INVESTIGATOR WILLIAMSON: I have got a bunch of
17 questions. So bear with me.

18 You said you probably would have seen it. That
19 was included in part of the disposition there for 5609,
20 that No. 4. In addition to welds discussed in the first
21 paragraph, and then accessible welds were so close to TVA
22 welds which were inspected that it is reasonable to assume
23 that leakage from these welds would have been detected
24 during inspection noted in item No. 2.

25 MR. BRESSLER: That is a different weld than what

1 we are talking about.

2 In this sketch here, this is a Tube Turns weld.
3 Right next to it is a TVA weld, say here, because we had
4 spools.

5 INVESTIGATOR WILLIAMSON: I was under the
6 impression that this was the weld.

7 MR. BRESSLER: But so is this one.

8 INVESTIGATOR WILLIAMSON: So these two welds.
9 This one can't be seen and this one ---

10 MR. BRESSLER: This one can be seen.

11 INVESTIGATOR WILLIAMSON: But this one can't be
12 seen.

13 MR. BRESSLER: This one cannot.

14 INVESTIGATOR WILLIAMSON: Is this a full
15 penetration weld?

16 MR. BRESSLER: Yes, and radiographed. We have the
17 radiographs.

18 INVESTIGATOR WILLIAMSON: But it couldn't be ---

19 MR. BRESSLER: It couldn't be witnessed for
20 leakage.

21 INVESTIGATOR WILLIAMSON: During hydrostatic
22 testing.

23 MR. BRESSLER: During hydro. It had been fully
24 examined and we reviewed the radiographs. There was
25 nothing in the radiographs that would cause us to be

1 concerned.

2 This weld was made at the same time that this weld
3 was made. That was when they were putting both parts of
4 the process back. Then there would be a TVA weld here to
5 the TVA field piping.

6 Now this paragraph 4 addresses this weld which we
7 didn't document had been looked at during hydro because we
8 were looking at this weld. The TVA NI was only responsible
9 to look here, but my position here was that if there had
10 been any leakage on this one six to eight inches away, he
11 would have noticed it.

12 INVESTIGATOR WILLIAMSON: What about on this one?

13 MR. BRESSLER: There was no way he could see that,
14 but if there was a major flaw, water would have come out
15 and run out of the downhill end of the ---

16 INVESTIGATOR WILLIAMSON: What if it was in excess
17 of 10 or 15 feet?

18 MR. BRESSLER: It would depend on the quantity of
19 leakage. There were fiber insulations and not the metallic
20 insulations, and there would be a certain amount of
21 absorption, but eventually, since most of these hydros take
22 a tremendous amount of time because we must maintain the
23 inspection pressure until all the welds have been walked
24 through, there is a possibility that if there was a leak of
25 significant proportions that it would have eventually

1 dribbled through on the downhill side of the penetration
2 assembly.

3 INVESTIGATOR WILLIAMSON: Is any leakage
4 acceptable?

5 MR. BRESSLER: Not from a weld, no.

6 INVESTIGATOR WILLIAMSON: What about 6121 that
7 indicates that all joints, including welds, shall be left
8 uninsulated and exposed for examination during the test?

9 MR. BRESSLER: But it doesn't say that every joint
10 shall be required to be examined for leakage. It says all
11 shall be exposed, and that is a deviation.

12 Now the code violation is that this weld was not
13 left exposed. Now what I said earlier, had it been hydroed
14 in the shop, previously hydroed, it wouldn't have to be
15 looked at again.

16 INVESTIGATOR WILLIAMSON: So you don't deny that.

17 MR. BRESSLER: No, no, no. I never have.

18 INVESTIGATOR WILLIAMSON: What I am looking for is
19 a entry in the ANI diary. I believe on the 20th of April
20 1984 a gentleman by the name of Hasten had a conversation
21 with you that was some seven days before that NCR was
22 initiated.

23 MR. BRESSLER: I think it is Howard Hasten that
24 raised the question.

25 INVESTIGATOR WILLIAMSON: He indicated that you

1 expressed some interest in this problem.

2 MR. BRESSLER: I have got some stuff here from the
3 SIS inspection, but I don't know which one you are talking
4 about.

5 INVESTIGATOR WILLIAMSON: I have it here. This is
6 an SIS daily inspection record. It says contacted by M.
7 Bressler regarding hidden weld on penetration, and this is
8 dated 4/20/84, and lack of test of Class MC welds.
9 Courtesy call. He is researching current cases, et cetera,
10 and may want to perform pressure maintenance test at
11 operating versus 1.25 design for hidden weld. Likely there
12 was no ANI involvement in containment pressure test.
13 Nothing definite yet.

14 So you were aware of that?

15 MR. BRESSLER: Oh, I know what he is talking about
16 there. Yes. See, the containment pressure test that he is
17 talking about is the Chicago Bridge and Iron containment
18 vessel which they installed, and that was not a stamped
19 vessel. Therefore, there probably was not an ANI involved
20 in the containment pressure test. But that would not have
21 had to do with anything on this. I think he mixed two
22 things ---

23 INVESTIGATOR WILLIAMSON: I think you are talking
24 about two things.

25 MR. BRESSLER: Yes, that is a different thing.

1 This one is where I said we have code case, and it was 1540
2 and later became N-33 I believe.

3 No, the code case I have is much older. It was
4 code case 1540 or 1541 and then became N-32 in the '77
5 code. That is where we had provisions for verifying
6 embedded piping, which I can extrapolate to be inaccessible
7 piping, with a maintenance of pressure test, which is now
8 in the code. That code case has been eliminated and we put
9 those words in the code.

10 What he couldn't know is that after I spoke to
11 him, I contacted our people at the site and said are the
12 inboard and outboard floatation valves tight enough that we
13 can hold pressure for one hour, or whatever the code case
14 calls for, I think one hour per inch of diameter, and look
15 at the actual pressure, and obviously if there is no drop
16 in pressure in the amount of time, then the weld is good.

17 The specific area where we used that code case was
18 when we monitored the emergency service water and the new
19 welds were not easily accessible and so we used a
20 maintenance pressure test, and we found a couple of places
21 where we couldn't document the hydro. So we did the hydro
22 again using the maintenance pressure test, but this was
23 field piping.

24 What I was doing there was responding to the
25 problem and trying to find out what the ANI would accept

1 from our side. The specific weld that we were talking
2 about, the one that you pointed out, is the one on the
3 inside of the penetration assembly that then gets covered,
4 this weld here.

5 INVESTIGATOR WILLIAMSON: Yes.

6 MR. BRESSLER: Now sometimes the forge fitting
7 would have an extension and this weld would move down to
8 here somewhere. And in doing the Unit 2 we have found
9 various approaches that are much more logical.

10 INVESTIGATOR WILLIAMSON: That was regarding Unit
11 2 and the proximity of some of the welds, the TVA welds to
12 the vendor welds. Now some of these appear to be quite a
13 distance from those welds, 10 feet 6 inches and some of
14 them up to 20-something feet. This is a distance to weld.

15 MR. BRESSLER: Yes, from the open end of a guard
16 pipe.

17 INVESTIGATOR WILLIAMSON: From 10 feet up to I
18 guess 24 feet 3 inches and 26 feet 6 inches.

19 MR. BRESSLER: That is 24/6.

20 INVESTIGATOR WILLIAMSON: 24/6, yes. That would
21 certainly eliminate any visual examination.

22 MR. BRESSLER: No. You know -- what is it --
23 necessity is the motherhood of invention. Because I took
24 such a strong position that I was not going to have this in
25 Unit 2, we met on two occasions with Lenny Johnson from

1 Watts Bar and John Self and other people in their
2 organizations and we started to look at other methods, one,
3 the maintenance of pressure test, which has to be discarded
4 because they couldn't guarantee leak tightness on the
5 valves, and if the valve leaked one or two cc's, it would
6 immediately affect the readout.

7 If we could monitor the amount of leakage, then we
8 could have done calculations to show that the leakage was
9 through the valve seats and not through the weld.

10 The second approach, we were going to go into
11 acoustic commission and use sensors close to the weld which
12 would detect sounds of leakage from the weld. It is a very
13 complicated approach and you have got to run the system and
14 get the background on the leakage past other portions of
15 the system and find out where that sound is emanating from
16 and then, finally, when you are running your maintenance of
17 pressure, if only those sounds exist and no new sounds show
18 up, you can assume that no leakage occurs through say a
19 capillary hole in the hidden weld.

20 A third approach was like in the old days they
21 used to use stethoscopes to try to hear leakage. We
22 discarded that very quickly.

23 And, finally, we said well let's use fiber optics,
24 and we came up with an idea of cataloging the welds, and I
25 think that is where this list came from. There are many

1 welds that are near the end of the guard pipe. Those we
2 are going to pull the insulation back and visually observe
3 them during the hydro. Then there are a bunch that are
4 half way, in the range of 4 to 8 feet or 4 to 12 feet.
5 Those we have no problems with. We have come up with a
6 fiber optics technique that we can insert a fiber optic
7 probe and locate it right under the weld, and using the
8 ability to transmit light through the fiberscope and see
9 through the fiberscope.

10 Craig Kantrell who works for Codes, Standards and
11 Materials, has just been amazed at the clarity of the
12 picture that we get on the other end.

13 We discussed this with the ANI's on Atlanta and
14 had a meeting after we had come to the agreement, and we
15 knew that we could do it, and they agreed that that
16 approach would provide them with the confidence that the
17 hidden welds in Unit 2 were examined for leakage.

18 There was a fourth method which we still are
19 keeping in reserve which we will have to use if there is
20 any problem. That method is more expensive. It is using a
21 moisture sensitive tape, and the contractor who is going to
22 work for us is going to design a probe.

23 We can put it in a tube and push the tube through
24 the insulation and approach the weld with the tube, and
25 then poke whatever insulation the tube bites as it is

1 coming through, poke it back out with a rod, and then
2 insert this moisture sensitive device and position it under
3 the weld. This device is so sensitive that even moisture
4 from dew point or condensate would be detected. So we
5 would have to calibrate it and all that, and calibrate it
6 before the test to ensure that we were getting increases in
7 moisture rather than detecting condensation moisture.

8 INVESTIGATOR WILLIAMSON: During that particular
9 time frame that 5609 ---

10 MR. BRESSLER: No. This that I am talking about
11 is 1086 time.

12 INVESTIGATOR WILLIAMSON: But during the
13 particular time frame that 5609 was written and
14 dispositioned, there was some concern on the ANI's part
15 about the disposition to use as is. Do you recall his
16 reluctance to sign off on that?

17 MR. BRESSLER: That is why wrote this in the NCR.

18 INVESTIGATOR WILLIAMSON: Is that a common or
19 acceptable way?

20 MR. BRESSLER: No, but Mr. Hansen is a very
21 uncommon individual. He is eons above in intelligence of
22 the average individual.

23 INVESTIGATOR WILLIAMSON: Did you understand his
24 concern?

25 MR. BRESSLER: Oh, yes.

1 INVESTIGATOR WILLIAMSON: What was it, as you
2 recall his concern, about these?

3 MR. BRESSLER: His concern was that those welds
4 had not been witnessed for leakage and he could not accept
5 them.

6 INVESTIGATOR WILLIAMSON: Was that an accurate
7 assessment?

8 MR. BRESSLER: Within the constraints of his
9 position, I would think so.

10 INVESTIGATOR WILLIAMSON: But within the
11 constraints of the ASME code?

12 MR. BRESSLER: No.

13 INVESTIGATOR WILLIAMSON: And why was that not?

14 MR. BRESSLER: Because the code has issued
15 interpretations and a Board of Nuclear Codes and Standards
16 position that states that this code cannot cover all
17 situations that may occur during the construction of a
18 nuclear power plant. When such an occurrence exists which
19 cannot be resolved within the code, or for which the code
20 makes no specific provisions, that it behooves the parties
21 involved, and it mentions the four parties that are
22 normally involved, which would be the jurisdiction, the
23 regulatory, the authorized inspection agency and the
24 licensee -- and the certificate holder -- there are
25 actually five positions, but in our case it is three, to

1 come to an agreement on the existing condition and to
2 determine that it is acceptable for use in the as is
3 condition.

4 I have a copy of that interpretation if you need
5 it, if you don't have it here. It was issued in the
6 September 1984 Mechanical Engineering magazine.

7 INVESTIGATOR MURPHY: September '84? When was
8 this thing dispositioned?

9 MR. BRESSLER: He signed off on May '84.

10 INVESTIGATOR WILLIAMSON: Then we have another,
11 the disposition ---

12 MR. BRESSLER: Don't forget, the September '84
13 edition of Mechanical Engineering, that article was
14 probably was probably written a couple of months after the
15 Board made the decision. The article says when the Board
16 issued the decision.

17 INVESTIGATOR MURPHY: I agree, and I would be
18 interested --- MR. BRESSLER: I have a copy for
19 you. I just didn't bring it in. This was May 17, '84. By
20 the way, you know, we made the nonconformance significant.

21 INVESTIGATOR WILLIAMSON: Yes. I saw on that one
22 that it was nonsignificant, but on 6420 it hasn't been made
23 I assume.

24 MR. BRESSLER: 6420, that is the new one in Unit 2
25 and we haven't dispositioned that one yet. We have just

1 issued our technical position on it, and I had to check
2 with Craig Kantrell to see where we stand on that one.

3 INVESTIGATOR WILLIAMSON: Is there a code
4 requirement for the ANI to witness a final hydrostatic
5 testing of the system?

6 MR. BRESSLER: The NCND-6000 states that the ANI
7 shall witness the final hydrostatic test, but that is the
8 extent of the words. It doesn't say the ANI shall witness
9 100 percent of the welds. The code requires that 100
10 percent of the welds be accessible, and we never tell the
11 ANI in the code -- and now I am putting my code hat on --
12 we never tell the ANI to what extent he must perform his
13 inspections.

14 Mr. Hasten is the type of ANI that considers 100
15 percent a minimum acceptable figure. As I said, he is
16 extremely capable and a very good man. But under the
17 current climate I think people are going way beyond what
18 they would have done with the same knowledge five years ago
19 or four years ago.

20 INVESTIGATOR WILLIAMSON: If the ANI is not
21 required to witness the 100 percent inspection, but ---

22 MR. BRESSLER: He is not even required to witness
23 a hundred percent of the tests. See, in 6114 of the '74
24 code there was a provision where hydrostatic tests of pumps
25 and valves, four-inch pipe size, could be done by review of

1 the records. You didn't even have to be there.

2 INVESTIGATOR MURPHY: But let me ask you one
3 question. If there any prohibition against him saying I
4 would like to look at 100 percent of "X" number ---

5 MR. BRESSLER: Oh, no. I said that earlier.

6 INVESTIGATOR MURPHY: I mean if he wants to look
7 at 100 percent, I mean it is kind of up to him.

8 INVESTIGATOR WILLIAMSON: I guess what I was going
9 to, and as I understand what you are saying, they are not
10 required to witness 100 percent of the welds, but you said
11 that 100 percent of the welds are to be available during
12 hydrostatic testing.

13 MR. BRESSLER: Yes.

14 INVESTIGATOR WILLIAMSON: Is there a requirement
15 for TVA under its QA program to have all welds inspected by
16 a QC inspector during hydrostatic testing?

17 MR. BRESSLER: I would have to check with the
18 Office of Construction.

19 INVESTIGATOR WILLIAMSON: And then the ANI verify
20 that there was 100 percent inspection of all available
21 welds during hydrostatic testing.

22 MR. BRESSLER: I don't think so, but again I don't
23 have access to those detailed instructions. Those were
24 issued by Construction and not subject to our review and
25 approval. So I can't tell you yes or no. I don't think

1 that we would have committed to anything like that, but I
2 can't vouch for it because I haven't read those detailed
3 instructions.

4 INVESTIGATOR WILLIAMSON: NCA-5820, the final
5 test, what does that say?

6 MR. BRESSLER: That says the inspector shall
7 witness final hydrostatic, pneumatic or structural
8 integrity tests required by this section.

9 INVESTIGATOR WILLIAMSON: And does that require
10 him to physically witness the hydrostatic test?

11 MR. BRESSLER: No. It says witness the
12 hydrostatic test. It doesn't say shall examine for leakage
13 every weld during the hydrostatic test. I am trying to be
14 very specific. He shall witness the final hydrostatic test
15 to the extent that he deems necessary.

16 INVESTIGATOR WILLIAMSON: Because he has to sign
17 off on that.

18 MR. BRESSLER: Right. Then I point out the basis
19 for my saying that the code doesn't require 100 percent is
20 that we even exempt certain components from having to be
21 witnessed during hydro by the ANI.

22 INVESTIGATOR WILLIAMSON: Let me ask you another
23 question with regard to that. We have a vendor weld that
24 has been subjected to volumetric testing, and that is
25 surface ---

1 MR. BRESSLER: If it is Class 1. Only volumetric
2 is Class 2.

3 INVESTIGATOR WILLIAMSON: Okay. But not subjected
4 to hydrostatic testing.

5 MR. BRESSLER: Not subjected to hydrostatic
6 testing by the vendor.

7 INVESTIGATOR WILLIAMSON: By the vendor, okay.
8 And it is in place in the field, and during the hydrostatic
9 testing in the field, because of its inaccessibility, it
10 cannot be examined ---

11 MR. BRESSLER: It cannot be examined for leakage.

12 INVESTIGATOR WILLIAMSON: Okay. Can you say that
13 the condition of that weld is adequate or would you say
14 that it was indeterminant?

15 MR. BRESSLER: If the term that you are asking me
16 to use is "adequate," I can say that the weld is adequate.
17 If you are asking me to say that the weld is leak free, I
18 can't say that.

19 INVESTIGATOR WILLIAMSON: Does that concern you?

20 MR. BRESSLER: Not really.

21 INVESTIGATOR WILLIAMSON: From a safety
22 standpoint.

23 MR. BRESSLER: No.

24 INVESTIGATOR WILLIAMSON: And we have how many of
25 these in each unit?

1 MR. BRESSLER: You have an inventory. I can't
2 tell you the number.

3 INVESTIGATOR WILLIAMSON: Approximately how many?

4 INVESTIGATOR MURPHY: Fifty-seven.

5 INVESTIGATOR WILLIAMSON: Approximately 57.

6 So the actual condition of the weld under
7 hydrostatic test conditions is unknown.

8 MR. BRESSLER: Yes, I have to make that statement
9 because although the radiograph showed the weld to be
10 adequate in the past code, the sensitivity of the
11 radiograph would now show a capillary flow path.

12 INVESTIGATOR WILLIAMSON: Off the record.

13 (Discussion off the record.)

14 (Whereupon, at 1:15 p.m., the interview recessed,
15 to reconvene at 2:30 p.m., the same day.)
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AFTERNOON SESSION

(2:40 p.m.)

1
2
3 INVESTIGATOR WILLIAMSON: We will go back on the
4 record.

5 If you can explain what you have there, if you
6 will.

7 MR. BRESSLER: I don't know if you have this
8 article in your files of paper, so I took the liberty to
9 duplicate it so that you can complete your item.

10 The interpretation of intent that we use to
11 justify the use as is of these welds was a question that
12 was raised at the December 1983 meeting of the ASME Board
13 on Nuclear Codes and Standards.

14 The issue of construction turnovers and other
15 related problems of a local nature were considered.
16 Subsequently the Board formulated the following position
17 statement which has been accepted by the ASME Boiler and
18 Pressure Vessel Committee and by the ASME Council.

19 The Board on Nuclear Codes and Standards
20 recognizes the boiler pressure vessel code Section 3 does
21 not nor is it intended to address all situations which
22 might arise during site construction, such as the transfer
23 of code work prior to completion or specific corrective
24 action on nonconformances resulting from work performed.

25 It is the sentiment of the Board on Nuclear Codes

1 and Standards that in these situations the determination of
2 how to satisfy code requirements is best resolved through
3 the interaction and agreement between the parties involved,
4 taking into account the specific conditions of the
5 situation.

6 Such agreements would include, but not necessarily
7 be limited to, the owner, the applicable certificate
8 holders, their respective authorized inspection agencies
9 and appropriate jurisdictional and/or regulatory bodies.

10 And then an interpretation is given, Roman number
11 III-1-83-161, subject Section 3, Division 1, NA-8000.

12 Knowing about this interpretation and recognizing
13 that the corrective action on a unit that already was ready
14 for, or essentially ready for fuel loading, you know,
15 requests for licensing and fuel loading, we did an
16 engineering evaluation to justify to ourselves that on the
17 basis of the other welds that we were able to detect that
18 had been made by Tube Turns, the review of the radiographs,
19 which gave us confidence that the welds themselves were
20 sound structurally, and the general experience that we had
21 with Tube Turns in their welding program, that we felt that
22 it was not a safety problem involved with accepting these
23 welds as is, which was missing only the overview for
24 leakage.

25 See, all other requirements of the code had been

1 met by these welds except the ability to be seen. Had the
2 welds been available, there is no guarantee that the ANI
3 would have wanted to look at them. This ANI, maybe. Other
4 ANI's we don't know. Mr. Hasten, although he is no longer
5 with Hartford, was a very detailed worker. I consider him
6 one of the best ANI's I have ever worked with technically.
7 And I can understand his position.

8 He asked us to remove the welds in question from
9 the N-5 program. He was not concerned, when I asked him,
10 he was not concerned with the safety of the welds. He was
11 concerned with the fact that the welds did not completely
12 meet the requirements of the code.

13 So with this interpretation we felt that if we
14 could all get together and discuss it, we would be able to
15 accept the welds as is. All parties involved did agree to
16 our position and I don't know what prompted Howard to sign
17 with this note on it. But when I asked the question I was
18 told that he asked his supervisor if he would be permitted
19 to put this on and his supervisor said yes, and as you can
20 see it did show up on the ---

21 INVESTIGATOR WILLIAMSON: And who was his
22 supervisor?

23 MR. BRESSLER: Robeson at that time, Harold
24 Robeson.

25 Now I do also want to state for the record that it

1 was my understanding that all the penetration assemblies
2 listed on this list had been hydrostatically tested at the
3 time that the NRC was sent to us. We have since found out
4 that that was not the case, and that has also helped us in
5 taking the position, the strict position that we have taken
6 for physical witnessing of at least a portion of the weld,
7 the bottom part that we can see, with our proposed fiber
8 optics or visual approach.

9 From the point of view of engineering, you asked
10 me did I feel, and I think the last question before we
11 broke was did I feel the welds were adequate, and I
12 mentioned that from structural review yes. The material
13 was the right material and the radiographs looked good.

14 From the safety point of view, I mentioned some of
15 them just a few minutes ago talking about the confidence
16 level that we have in this vendor, Tube Turns.

17 And then, finally, the approach that we are taking
18 on the same penetration assembly welds in Unit 2 will give
19 us a history of performance on those welds for Unit 2. It
20 will now raise the confidence level to a 50 percent
21 population because we are going to be looking at all of
22 them in Unit 2, and if there are any problems detected, we
23 intend to go back to Unit 1 during startup.

24 Now remember all of these have already seen their
25 1.25 hydro during which they are not inspected, that being

1 a safety consideration. So if there is any weld where a
2 crack is propagating, we don't want anybody looking at that
3 weld should it go bad. So we hold the hydro pressure for
4 10 minutes and then reduce it to three-quarters of the test
5 pressure or the design pressure, whichever is least. So it
6 is always at design pressure.

7 Then at that pressure where we don't expect any
8 further structural damage to occur, we inspect the welds.

9 Further to your question of adequacy. I was a
10 service engineer with the Babcock and Wilcox Company and
11 attended many fossil boilers where the welds were in pipes
12 about the same diameter and thickness, wall thickness as
13 these.

14 As a student engineer I was given the
15 responsibility of walking around with the authorized
16 nuclear inspector looking at all the boiler welds. In the
17 three boilers that I participated in during hydrostatic
18 testing, in all my experience since then and with TVA the
19 incidence of leaks on pressure boundary piping welds is
20 infinitesimal.

21 If I said one percent, I would be overstating
22 probably by a factor of five -- well certainly two but
23 maybe even five when you count all the welds that don't
24 leak.

25 So again from an engineering judgment with the

1 materials involved, P-1 carbon steel materials and P-8
2 stainless steel materials and materials that TVA and Tube
3 Turns have been welding on from time immemorial I can make
4 the statement that I don't believe that we will find any
5 leakers.

6 INVESTIGATOR WILLIAMSON: Then from a safety
7 standpoint or a technical standpoint you don't feel that
8 there is a problem with these particular welds?

9 MR. BRESSLER: Right.

10 INVESTIGATOR WILLIAMSON: Do you think it violates
11 the code requirements?

12 MR. BRESSLER: It violates the code requirements
13 that they should have been uncovered and available for
14 examination for leakage.

15 INVESTIGATOR WILLIAMSON: Does it impact at all on
16 the QA program?

17 MR. BRESSLER: I don't think so, because remember
18 that this is an NPT stamped item and came to TVA has an NPT
19 stamped item. What we are seeing here is a lack of
20 communication where the field didn't know that the welds
21 had not been hydroed. Some people in engineering new that
22 the hydro waiver had been granted.

23 To the best of my knowledge, Codes, Standards and
24 Materials personnel did not know that the hydro was
25 granted, but I cannot make that statement totally

1 conclusive because I don't have all the information
2 available.

3 INVESTIGATOR WILLIAMSON: Now once you became
4 aware that TVA had waived the hydrostatic tests and
5 requirements and that these Tube Turns penetrations were in
6 place and had welds that could not be observed during
7 hydrostatic testing, was it your position that this was
8 merely a violation of code requirements and, if so, what
9 was the extent of your concern about that? Was this
10 something that you had considered as far as reporting? Did
11 you ever consider reporting this as a 50.55(e) or a Part 21
12 violation?

13 MR. BRESSLER: When I became aware of the problem
14 I approached it in essentially the mental check list way in
15 which I approach any of these problems.

16 First, since it was a vendor action, I went to the
17 contracting engineer and we made contact with Tube Turns to
18 determine what the status of the welds were when they
19 shipped. They could not give us the answer immediately
20 but, as I mentioned earlier this morning, Mr. O'Toole, P.
21 J. O'Toole, who used to work for the company and still is a
22 consultant to them, was also a consultant to us on a
23 different matter, the weld repair of bellows.

24 Mr. O'Toole was in my office when we were talking
25 to Tube Turns and he said that he would see what he could

1 do, and when he went back home he went to the plant and he
2 looked through the records and called us back two days
3 later to tell us that no, that those welds had not been --
4 that the process pipe had not been hydroed.

5 INVESTIGATOR WILLIAMSON: Do you know if this was
6 a contractual requirement that they be hydroed before being
7 shipped to TVA?

8 MR. BRESSLER: I would have to go back to the
9 specs. I would have said yes, because if we worked on this
10 specification we would have made it a contractual
11 requirement, and when I say "we," Codes, Standards and
12 Materials because we were aware of this problem. This was
13 not the first time this came out.

14 The question of inaccessible welds in penetration
15 assemblies, I became aware of that in 1970 when I was
16 working for Taylor Forge designing the flued head fittings
17 and the fact that we were trying to get into the business
18 of supplying penetration assemblies.

19 In fact, we supplied penetration assemblies to TVA
20 for Sequoyah through Pathway Bellows. Pathway Bellows bid
21 with our fittings and we bid ourselves, and Pathway Bellows
22 was \$600 under so they gave it to Pathway Bellows, but we
23 had to do all the work on the stress analysis and
24 investigation.

25 It was our position at Taylor Forge that we had no

1 problems, because being pipe fabricators Taylor Force had
2 hydrostatic facilities, hydrostatic test stands that could
3 be used to test. So we at no time at Taylor had any desire
4 to waive the hydrostatic test.

5 I don't know why Tube Turns waived, except for the
6 possibility that some of the large penetration assemblies
7 would have required facilities that they didn't have. That
8 should not have prevented them from doing the small ones.
9 But instead they got a blanket waiver, and again I think,
10 and I am getting so old that I have to put caveats in my
11 positive statements, I can't believe that I would have
12 waived hydros on all penetration assemblies if it had come
13 to me for review.

14 INVESTIGATOR WILLIAMSON: Who do you think was
15 responsible for that?

16 MR. BRESSLER: Well, the system at TVA is that we
17 have a contracting engineer, and this contract would have
18 been in the Mechanical Engineering Branch, and the
19 contracting engineer might have looked up the -- in fact,
20 they might have called us and asked the question can
21 hydrostatic testing be waived for the systems test, and not
22 tell us the specific application, and "us" meaning Codes,
23 Standards and Materials. And the answer to that question
24 would have been yes, and we would have referenced paragraph
25 NC-80-233.9, which specifically makes that provision in the

1 code of record for these plants.

2 But their statement might have been made for
3 piping subassembly, which is what the code says, but the
4 question might have been asked on a subassembly that
5 included a guard pipe, and we wouldn't have know about it
6 over the telephone.

7 It might even be that we actually agreed to the
8 waiver, but not knowing what we had agreed to in
9 engineering. So who is at fault? Again, probably a non-
10 rigid documentable quality assurance program. We didn't
11 have a rigid documentable quality assurance program. We
12 had a quality assurance program which in the period of '73
13 through '77 was not as sophisticated as we would make it if
14 we started with it today. We know a lot more about what
15 will be expected in the future today than what we did in
16 '70 through '75.

17 INVESTIGATOR WILLIAMSON: Let me ask you, you gave
18 us this ASME Codes and Standards' interpretation; is that
19 correct?

20 MR. BRESSLER: Well, there, the article that you
21 have there talks about a position from the Board on Nuclear
22 Codes and Standards, which is the senior Board to the
23 Boiler and Pressure Vessel Committee and which represents
24 the ASME Council on Nuclear technical items.

25 INVESTIGATOR WILLIAMSON: Did you know about the

1 results of this when the disposition for 5609 was rendered?

2 MR. BRESSLER: Yes, because we got that
3 interpretation prior to our January meeting of 1984.

4 INVESTIGATOR WILLIAMSON: Then why wasn't this
5 reflected in the disposition of 5609? I mean it looks like
6 we went through a lot of trouble in trying to explain the
7 use as is here when it could have been done ---

8 MR. BRESSLER: Probably if we had done it and if
9 we had given Howard a copy of it, it might have been -- by
10 the way, Howard, from what I recall, wasn't worried about
11 the welds themselves. He was worried about just stating
12 that to the best of his ability they met the code.

13 I haven't seen this package here. So I can't tell
14 you whether he has got it in any of his. But I did mention
15 it at one of the meetings where we all got together. I
16 didn't have this obviously, but I had the typewritten copy
17 that we acted on at our main committee meeting, and I can
18 get that for you from my files, the typewritten copy.

19 INVESTIGATOR WILLIAMSON: I want to ask you about
20 something, and I have had several explanations of this.
21 This last paragraph here in this letter of May 17th, 1984
22 from J. C. Standerfer to Guenter Wadewitz.

23 This says this nonconformance -- referring to 5609
24 -- was made ---

25 MR. BRESSLER: --- significant for the sole

1 purpose of documenting the use as is disposition if the ANI
2 could not accept the disposition. This would require
3 removing the aforementioned Tube Turns welds from the N-5
4 program. If the ANI can accept the use as is disposition,
5 this will require no further action and formal revision is
6 not required.

7 INVESTIGATOR WILLIAMSON: Is that a statement of
8 threat or intimidation to you?

9 MR. BRESSLER: Oh, no, no. I put it there -- in
10 fact, those are my words.

11 INVESTIGATOR WILLIAMSON: Those are your words?

12 MR. BRESSLER: Yes. I put that there to give
13 Howard the option of not signing. I knew that within his
14 narrow interpretation he might have difficulty signing. So
15 I said I have got no problem with these welds, I, Mark
16 Bressler as TVA's codes and standards expert. I am willing
17 to go to the NRC, because if we take it out of the N-5
18 program, then I have got to sell it to the NRC because we
19 have got an ASME void in our piping.

20 I said if he can sign, no further work is needed.
21 If he cannot sign, I made it significant so that it wasn't
22 reportable. In other words, we were not trying to keep
23 this from the NRC in anyway. And if he couldn't sign, then
24 our next step would have been to make a presentation to the
25 NRC and make the same statements that we made before, and

1 if Region II accepted it, then those welds would not have
2 been listed in our N-5 data report form, but would have
3 been accepted for the licensing effort.

4 That was my approach and, believe me, again the
5 English language can be read any way you want it. When I
6 put those words there that was my safety net to Howard,
7 because the little I knew him at that time, he had
8 impressed me with his knowledge and with his integrity.

9 INVESTIGATOR WILLIAMSON: When I read that, it
10 looks to me like an either/or proposition.

11 MR. BRESSLER: Yes, that is exactly what is there.

12 INVESTIGATOR WILLIAMSON: Either you sign it or if
13 you don't sign it, we are going to take it off the N-5
14 package and it doesn't matter whether you sign it.

15 MR. BRESSLER: Oh, no. As a Cuban boy speaking
16 English, those words said can you sign it. If you can sign
17 it, hey, you guys, we don't any any further work. If you
18 can't sign it, hey, you guys, we have got to take this out
19 of the N-5 program.

20 So there are two inflections in this sentence.
21 There is the inflection that addresses the ANI and his
22 concerns, and there is the inflection where I am trying to
23 report to TVA what we have to do one way or the other. I
24 put that phrase in myself in this letter.

25 INVESTIGATOR WILLIAMSON: And you as codes and

1 standards people, do you routinely delete code items from
2 N-5 packages?

3 MR. BRESSLER: No.

4 INVESTIGATOR WILLIAMSON: That is not done very
5 often, is it?

6 MR. BRESSLER: No. The only other one that I
7 remember recently was again Howard found a weld that was
8 buried in concrete that we could not come up with
9 documentation on. In our documentation retrieval there was
10 no way we could document it. To get to the weld we would
11 have had to destroy a whole portion of the building. It
12 was a Class 3 weld and it was really in a non-primary
13 safety related item.

14 It was an ASME 3 weld, Class 3, and we all
15 discussed it at great length and we tried to figure out a
16 way of drilling through the base plate so that we could see
17 the bottom of the weld and then pressurize it, and then we
18 finally decided that the amount of effort for this weld,
19 that if it leaked it wouldn't affect anything and it is a
20 system that is seldom pressurized anyway. So we decided to
21 delete that weld from the system, and Howard signed that
22 one without the note.

23 So we were very sensitive to his needs and, as I
24 said, this man had an iron-clad vest. I mean there was no
25 question that if he wasn't happy with what he was signing,

1 he wouldn't. In fact, he eventually was offered a
2 promotion. He was promoted to Assistant Regional -- I
3 forget what the title is, Higginbotham's title, Assistant.

4 INVESTIGATOR WILLIAMSON: Assistant Regional
5 Manager?

6 MR. BRESSLER: Right, Manager. But the way I
7 understand it, he had already made a commitment to go
8 elsewhere.

9 So those words in no way were intended to force.
10 In fact, they are the exact opposite. They were there as a
11 safety valve.

12 INVESTIGATOR WILLIAMSON: In your opinion, with
13 your vast amount of experience, would you have been able to
14 sell that to the NRC?

15 MR. BRESSLER: Oh, yes. We had done stress
16 analysis review and we had looked at our stresses. The
17 welds were not in a stress condition. When I was with
18 Taylor Forge I commissioned a three-dimensional finite
19 element analysis that showed that the failure would not
20 occur in the pipe, while the failure would occur in the hub
21 of the forging.

22 So from my background I knew that even if the weld
23 had a leaker, it would not be cause for structural failure.

24 INVESTIGATOR WILLIAMSON: Can you tell me why NCR
25 6420 was written?

1 MR. BRESSLER: I would have to check where this
2 fits on the Unit 2 system, and I can do that with a quick
3 phone call, but the date of October '85 is prior to the
4 date that we started having meetings on this.

5 I went to Watts Bar in December. I know that
6 because I didn't put it in on my December travel report,
7 and I have got to put it in now. I am still behind. I
8 haven't started with January yet.

9 And Craig Kantrell, a young man that works with
10 us, went with me to the meeting and that is where we were
11 working on the details on how we could physically observe
12 for leakage.

13 But one of the meetings was December and I think
14 at that meeting this NCR was rewritten. You know, we
15 decided to rewrite this NCR. Do you have a Rev. 1 to this
16 one?

17 This as when John contacted us first to try to get
18 -- is this the one that says reference to the original NCR?

19 (Pause.)

20 INVESTIGATOR WILLIAMSON: I am not aware of there
21 being a Rev. 1.

22 MR. BRESSLER: Okay. This one replaced the one
23 that first came out.

24 INVESTIGATOR WILLIAMSON: I thought that was the
25 first one initiated by John Self.

1 MR. BRESSLER: Or did we get called? I am hazy on
2 this because during this period of time I was looking at an
3 awful lot of NCR's. From memory I think we were contacted
4 to see if we would accept dispositioning in accordance with
5 the way we did in Unit 1, and I said no, and particularly
6 when I found out that some of the so-called ones that we
7 had dispositioned before had not yet been pressure tested.
8 Personally I felt betrayed.

9 Craig then got together with John. He went down
10 by himself to Watts Bar, and I think this NCR came out of
11 our telling them to NCR the condition and this describes
12 what was hydroed already and what had not been hydroed and
13 that we were looking at methods of resolving it.

14 Now in the period of time between the end of
15 October and the end of December is when we made contact
16 with the firm that had the moisture sensitive tape. We met
17 with that party. He did some research work for us and came
18 back with a proposal which Craig Kantrell handled. He had
19 contacted Hoffa to discuss with them about using acoustic
20 emission leak detection, and we were going all over the
21 place to see what we could do to physically verify that low
22 leakage existed.

23 At the December meeting, which I think was before
24 we went on vacation, about December 19th of thereabouts, is
25 when we came to the agreement that we would start working

1 with fiber optics.

2 In January Craig made two trips to Watts Bar, and
3 they used a short fiber optic instrument that they had
4 there and it worked out fine which gave them a lot of
5 confidence. Then they did the next test using a tube to go
6 through the insulation and they were able to reach a much
7 deeper penetration. I think we had a 12 foot and we were
8 able to reach a 10 foot, a weld that was 10 feet away.

9 We have located an 18 foot at Browns Ferry, and
10 for the deep ones we are going to have to use either -- in
11 fact, the proposal that we have sent back to Construction
12 on the ways to approach this review, we offered them either
13 purchasing a 25-foot long fiber optics or cutting a clam
14 shell from the guard pipe between the two walls which would
15 then reduce the length to the weld and going in there with
16 the fiberscope and examining the weld during pressure,
17 pressurization of the system and when the weld is
18 acceptable withdrawing and reducing the pressure and then
19 putting the clam shell back on, welding it and verifying
20 soundness of the clam shell with something like a vacuum
21 leak detection because that is not a pressure retaining
22 weld.

23 I don't have that letter, but you may have it
24 already or we can make it available.

25 INVESTIGATOR WILLIAMSON: I have one here.

1 MR. BRESSLER: That is not the right date.

2 That is the one. This is the resolution and it is
3 addressing 6420. Is that the one we are looking at?

4 INVESTIGATOR WILLIAMSON: Yes.

5 MR. BRESSLER: Okay. 6420 was written when we
6 found out that some of the welds that were listed here had
7 not yet been ---

8 INVESTIGATOR WILLIAMSON: I guess, Mr. Bressler,
9 the obvious question to me is why is the resolution, the
10 disposition of 6420 different than 5609?

11 MR. BRESSLER: Time.

12 INVESTIGATOR WILLIAMSON: The conditions hadn't
13 changed. The welds are the same. It came from the same
14 vendor. It was installed the same way. What has time
15 changed?

16 MR. BRESSLER: We were under the pressures of a
17 plant that had been way overextended beyond its original
18 schedule. We had great company team effort to get the unit
19 ready for low-power licensing, you know, fuel loading.

20 INVESTIGATOR WILLIAMSON: Was that an actual or
21 perceived pressure?

22 MR. BRESSLER: Well, it depends on what you call
23 actual or perceived. If you get a letter and it says April
24 15th, 1984 is fuel loading, and only the most absolute
25 nondiscussable items will be considered, I guess that I

1 would perceive it as saying we are going to try our hardest
2 to load fuel, unless it is a safety question. And this
3 particular item did not imply to me to include a safety
4 question.

5 INVESTIGATOR WILLIAMSON: And under the
6 circumstances since you didn't consider it a safety issue,
7 then you didn't feel that it needed the same examination
8 that Unit 2 was getting?

9 MR. BRESSLER: No. The schedule that I perceived
10 that we needed to meet, not examining those welds was not a
11 safety problem because as part of my investigation I asked
12 Hartford to make available to me the inspector's handbook,
13 and I reviewed the inspector's handbook to determine
14 whether Hartford required 100 percent review of every --
15 you know, witnessing for leakage of every weld, and they
16 don't.

17 On that basis I said well, since some percentage
18 can be missed because neither the code nor the the Hartford
19 manual requires a hundred percent ANI viewing of every
20 weld, I felt that on the basis of the information that we
21 had gathered and the very good radiographs that we had a
22 sound basis for engineering judgment, and that starting --
23 well, it took us about April back to early October, and we
24 are talking about seven months to come up with a procedure.

25 At that time a seven-months' delay in fuel loading

1 for this examination would have been a tremendous impact.
2 We would have done it without question if there was a
3 safety issue involved, such as we found -- there are many
4 things that I can point to during our years with TVA where
5 we have taken an adamant position that we would not permit
6 an item to proceed in the as is condition.

7 But my personal relation and the relation of
8 others on there wells was that there was not a safety issue
9 and therefore go ahead in this case for these welds, but do
10 not plan to do this again. Plan to review the other welds
11 as they come up for hydrostatic testing. Now when it came
12 up again, as I said, my reaction was violent.

13 INVESTIGATOR MURPHY: Let me ask you, because it
14 is not very clear in my mind. Early on we talk about, as
15 you view the code, that that ANI has to be completely
16 satisfied, and if he thinks he has got a problem, you know,
17 he can identify it. He should be satisfied, right?

18 MR. BRESSLER: No. If he has a problem, he should
19 bring it to the attention of ---

20 INVESTIGATOR MURPHY: Oh, I understand. We have
21 Mr. Hasner here who says I have a problem with these welds
22 not being inspected during hydrostatic testing, right?

23 MR. BRESSLER: Right.

24 INVESTIGATOR MURPHY: He apparently is not willing
25 to accept the fact that even though, right, we are saying

1 100 percent of the welds don't have to be inspected, he
2 also has the prerogative, as I understood it during our
3 discussion here, to inspect any weld he wants to, right?

4 MR. BRESSLER: Right.

5 INVESTIGATOR MURPHY: He is saying, as I
6 understand it, that I don't think those welds are
7 acceptable because I haven't seen them, right? I mean they
8 have not been visually inspected during hydrostatic testing
9 and therefore ---

10 MR. BRESSLER: He never said that they weren't
11 acceptable.

12 INVESTIGATOR MURPHY: That is probably true. He
13 said they didn't meet the code, right, in his estimation?

14 MR. BRESSLER: They didn't completely meet the
15 code.

16 INVESTIGATOR MURPHY: So why is it important for
17 you, let's say, to go and determine that Hartford says that
18 you don't have to do 100 percent? I mean what difference
19 does it make whether whether it says you have to do 100
20 percent or not if the ANI says I would like to do it?

21 MR. BRESSLER: I wanted to know if there was any
22 chance for coming to this type of a resolution. If it was
23 a Hartford Company requirement, then there was nothing that
24 I could do. I knew there wasn't a code requirement and
25 therefore I could get a variance, and if Hartford Company

1 didn't require a hundred percent, then the second party to
2 the tripartite might be willing to accept as is.

3 INVESTIGATOR MURPHY: And that is?

4 MR. BRESSLER: That would be the authorized
5 inspection agency. Now the words that I put in the letter
6 were specifically in my mind, and I haven't even remembered
7 those words until you showed me the letter, when I wrote
8 those words it was strictly to provide the authorized
9 inspector an out, because I know that in his interpretation
10 of the code he could say I am not satisfied, and we could
11 not make him deviate from that.

12 Now as far as forcing him to sign, I had no way of
13 knowing that that was being done, nor was it my intent to
14 have him forced to sign the certificate, and I think it is
15 obvious from the words that that was not my intent. It is
16 not what he did. He perceived, to use your words, pressure
17 from his management to sign, and to protect himself because
18 he knew that they were welds that he had not examined for
19 leakage, he said this, and he asked Robeson to give him
20 written discussion.

21 Now in any company rank has its privilege, and
22 with rank you have responsibility. And this is where I
23 have problems with these employee concerns as an
24 individual, and that is that if I perceive an item over
25 which I have responsibility as not being a safety issue, I

1 can overrule the concern of an employee of mine, but then I
2 take responsibility for that item.

3 INVESTIGATOR MURPHY: How do you do that?

4 MR. BRESSLER: I would sign of the item. But
5 remember, I have nothing to do with this.

6 INVESTIGATOR MURPHY: But would it not have been
7 proper if Mr. Robeson thought that it was not a safety
8 issue that Mr. Robeson sign?

9 MR. BRESSLER: In retrospect, since we are all
10 brilliant in retrospect, what we should have done here is
11 taken those welds out of Mr. Hasner's purview. He then
12 would have been able to sign for everything but those
13 welds, and then we would have gotten a secondary N-5 for
14 those welds if Mr. Robeson felt that they were acceptable
15 to the code. He could have signed for those because he
16 also carries an ANI license.

17 Yes, you are absolutely right. In retrospect that
18 is probably what we should have done. But I still stand
19 firm on the fact that throughout our deliberations we were
20 trying to maintain Hasner's right for his decision, we,
21 TVA, our side, and we never attempted to force the signing
22 of that form because I think the letter that we sent -- I
23 don't now if this letter went to Hartford.

24 Can I have that letter?

25 (Laughter.)

1 INVESTIGATOR WILLIAMSON: This is the May 17th,
2 1984 letter?

3 MR. BRESSLER: Yes. We are referring to the May
4 17th letter, nonconformance report, NCR 5609, NAB-84-0517-
5 258. I cannot see official distribution to Hartford. Now
6 we may have made a copy of this available.

7 INVESTIGATOR WILLIAMSON: Would that have been
8 verbally communicated to someone at Hartford?

9 MR. BRESSLER: We had to because we came to these
10 agreements when we got together at the meeting.

11 INVESTIGATOR MURPHY: I have a question a little
12 bit about that distribution. On the nonconformance report,
13 5609, the NRC is listed on the distribution I believe.

14 MR. BRESSLER: You get all of our significant,
15 don't you?

16 INVESTIGATOR MURPHY: They are on the
17 distribution.

18 MR. BRESSLER: Yes.

19 INVESTIGATOR MURPHY: Whereas on the letter here
20 the NRC is on the distribution, and does that make any
21 difference?

22 MR. BRESSLER: No. The moment that we would open
23 up a 50.55 we would have to start making reports to you.

24 INVESTIGATOR MURPHY: Okay. Let me ask you a
25 question.

1 MR. BRESSLER: Oh, by the way, since we are
2 talking about that reportability, you mentioned Part 21 and
3 how does Part 21 apply.

4 INVESTIGATOR WILLIAMSON: I was asking if that was
5 a consideration.

6 MR. BRESSLER: It couldn't apply. The vendor did
7 everything that the code permitted him to do. And when the
8 licensee takes responsibility for the part, we are not
9 covered by Part 21. We are covered by 10 CFR 50.55. So I
10 think that item can be put to bed, that part of it.

11 INVESTIGATOR MURPHY: Mr. Joest has worked for
12 you; is that correct?

13 MR. BRESSLER: For and with.

14 INVESTIGATOR MURPHY: For how long?

15 MR. BRESSLER: I came to TVA in June of '71. Walt
16 came in '72 I think.

17 INVESTIGATOR MURPHY: Have you been closely
18 associated then during all this period? I mean you both
19 worked on the same program ---

20 MR. BRESSLER: He has either been a subordinate to
21 either Robert Harris, who then reported to me, or he
22 reported to me directly or he reported to Bob Jesse, who
23 reported to me during the period of time that I was
24 Supervisor of the Codes, Standards and Materials Section.
25 And since I became Staff Specialist, he works with me on

1 the various assignments we do together.

2 INVESTIGATOR MURPHY: Do you consider Mr. Joest
3 competent in his knowledge of the ASME code?

4 MR. BRESSLER: Yes.

5 INVESTIGATOR MURPHY: Highly competent or how do
6 you rate him?

7 MR. BRESSLER: High.

8 INVESTIGATOR MURPHY: We are not here to play
9 games.

10 MR. BRESSLER: I know that, and I hope that by now
11 you realize that I don't want to play games.

12 INVESTIGATOR MURPHY: Good. We went over the five
13 points here that led to the accept as is standard, and the
14 basic question that we asked Mr. Joest is what bearing does
15 any of this have on the issue, and I would like if you
16 would to go over those five items and tell us what bearing
17 that had on the code requirement to visually inspect these
18 welds during hydrostatic testing and how that justifies the
19 use as is. I know that you may or may not have written
20 that.

21 MR. BRESSLER: Well, Pete -- and again, you have
22 to remember that since I became a staff specialist, I am a
23 consultant to the people. When they have an NCR that they
24 want me to work with them, just walk into my office and we
25 start. So I work with them.

1 INVESTIGATOR WILLIAMSON: I think Pete Ensler
2 indicated that you had quite a bit of input on this
3 particular disposition.

4 MR. BRESSLER: Yes. This one, because of my
5 experience as a forging manufacturing with penetration
6 assemblies and other things, the guys would come to me. Now
7 on a welding issue they probably wouldn't talk to me.

8 INVESTIGATOR MURPHY: Okay. Could we cover those
9 five particular items and you tell me your opinion of how
10 they ---

11 MR. BRESSLER: Item 1 is circumferential welds
12 that were fabricated and inspected in accordance with ASME
13 3, Division 1 with ANI involvement at Tube Turns just to
14 establish the fact that the welds were, to the extent that
15 Tube Turns worked on them, met the code. They were
16 radiographically examined and the Class 1 welds were
17 inspected in accordance with the code.

18 INVESTIGATOR MURPHY: And does that relieve you of
19 the code requirement?

20 MR. BRESSLER: No. If the final question -- and I
21 mean we can save a lot of time.

22 INVESTIGATOR MURPHY: Sure.

23 MR. BRESSLER: If the final question is does that
24 relieve us of not meeting the requirement that the weld
25 should be uncovered, the answer is no. I have said that.

1 several times. I don't play games.

2 INVESTIGATOR MURPHY: All right. That's fine.

3 MR. BRESSLER: These are the reasons for
4 justification of my engineering evaluation. I have never
5 once said we were right. I said we were wrong, but. Is
6 that clearly understood.

7 INVESTIGATOR MURPHY: Sure.

8 MR. BRESSLER: And if we had to do it over again,
9 we would not be wrong, because it would have been done
10 right the second time. So, please, don't try to trap me
11 because ---

12 INVESTIGATOR MURPHY: Oh, no, we are not trying to
13 trap you. We are trying to get some clarification.

14 MR. BRESSLER: I'm here to tell you where I stand
15 and where I stood to the best of my recollection. In
16 making an engineering evaluation for use as is I have to
17 use my experience, my judgment, my knowledge and my
18 capabilities.

19 INVESTIGATOR MURPHY: First, let me tell you
20 something. We fully understand that and we respect that.
21 That is why I am asking when you ask a person at the site
22 what does this mean to you, and someone tells you well,
23 this is the justification for the use as is, you know, and
24 the acceptance of this thing. And you talk with the guy a
25 little longer and you say ---

1 MR. BRESSLER: You are absolutely right,
2 individually they don't absolve the basic question of why
3 weren't these welds uncovered. Now, unfortunately, we
4 don't connect the guard pipe with zippers. If we did we
5 wouldn't have had this problem.

6 If we had known in advance in sufficient time that
7 we had a problem, we could have taken care of the problem,
8 like we are taking care of it for Unit 2. It is not a
9 safety problem. It is a performance problem. That is why
10 on Unit 2 where I know we have got time and we are not
11 impacting anybody's schedule, we are costing money, but we
12 are not impacting schedule, we are going to do it right.

13 And if we find something wrong in Unit 2, you may
14 rest assured that we won't let Unit 1 start until we do the
15 same thing to Unit 1, and that is our position. And I
16 think management certainly will support that.

17 In the engineering evaluation, which is what these
18 points are here for, one, the welds had been properly
19 inspected and had met another ANI's evaluation. Remember,
20 he did not see hydro. Item one doesn't absolve the
21 problem.

22 The hydrostatic test was performed on all welds
23 that had been hydroed and they didn't fail. There was no
24 gross structural failure. A good point on the side of the
25 welds.

1 INVESTIGATOR MURPHY: On the side of the TVA
2 welds.

3 MR. BRESSLER: Of keeping the welds. The TVA
4 welds didn't leak. The Tube Turn welds didn't fail. So
5 that means there were no gross flaws in those welds.

6 The pipe installed by Tube Turns was
7 hydrostatically tested, the pipe itself now. The pipe
8 itself had gone through hydro.

9 This additional welds discussed in the first
10 paragraph and the inaccessible welds -- well that is not
11 the way that should have read. The additional welds
12 discussed in the first paragraph which were visible were so
13 close to TVA welds, and I am talking about the ones that
14 were outside the guard pipe on the process pipe. The TVA
15 welds which were inspected, it is reasonable to assume that
16 leakage from these welds would have been detected during
17 the inspection noted in Item 2.

18 Now what I said is even though we didn't document
19 that the Tube Turns welds which were open, the ANI didn't
20 note it on his log and TVA QC didn't note it because they
21 were not TVA welds. We were only looking at TVA welds.

22 My position is that if you have got a weld that is
23 this far apart, a bubble of water in one of the welds can
24 be readily seen, particularly to a trained eye of a QC
25 inspector or an ANI.

1 So on that basis I absolved the outside welds
2 which had been made by Tube Turns, the ones that were not
3 covered up by the guard pipe. I see now that that doesn't
4 read right. It should have said other than the
5 inaccessible welds.

6 INVESTIGATOR MURPHY: Okay.

7 MR. BRESSLER: And then it would require
8 significant rework to remove the insulation installed by
9 the manufacturer to expose the welds.

10 Well, that item addresses the portion of the study
11 that we did. We investigated to find out if this weld
12 package was the type of welds that come in canisters and
13 can be buckled and slid in, because if that was the case,
14 we were going to yank them out, fish out all the insulation
15 and redo the hydro.

16 But then we found out that it was I think Owens
17 Corning or something like that fiberglass type of
18 insulation and had been in there so long that if we tried
19 to pull it in any way we would destroy it, and now with a
20 completed plant we wouldn't have proper access to push this
21 type of flexible insulation back in in these 20 or 24-foot
22 lengths specifically.

23 The final product would have been worse. We might
24 have known that the welds didn't leak, but the insulation
25 aspect would have been worse, and that to me would have

1 been a more significant condition because we would have
2 started impacting concrete temperatures.

3 So with all these concepts, the fact that the
4 welds that we could see hadn't leaked, subconsciously,
5 although I wasn't thinking in terms of a sampling plan,
6 what I was saying is we know that many of the welds were
7 visible and didn't leak, that they had passed the required
8 volumetric examination and had been acceptable to the code
9 for use with the code at that point and that they had
10 successfully taken the one and a quarter hydro without
11 failure, I felt there was no benefit to be gained from the
12 safety point of view to try to complete that last
13 requirement based on that aspect of the interpretation.

14 So, one, I didn't think it was a safety problem;
15 two, I felt that correcting the problem would have resulted
16 in a less overall safe condition or functional condition;
17 and, three, from my engineering judgment I didn't think
18 that it warranted -- and I just continue to say that
19 probably I was looking over my shoulder at the schedule,
20 and that has to have influenced my decision-making.

21 Today I don't have that schedule, and therefore I
22 can make an even better engineering position, and that is
23 what we are doing.

24 INVESTIGATOR WILLIAMSON: Because you don't have
25 that schedule, has there been any consideration of going

1 back in Unit 1? I understood there was going to be a
2 sample program or something in Unit 1. Is that not going
3 to happen?

4 MR. BRESSLER: I have asked Craig to work with
5 John Self and Lenny Johnson's people. If time continues to
6 be available in Unit 1, and I haven't committed to this in
7 writing, but I have asked that if there is time available
8 in Unit 1, and if the employee concerns program still gives
9 us additional time, after we work out our procedure in Unit
10 2 welds and become good at it, there are systems that have
11 to be pressurized even during our maintenance mode, and
12 what I have asked Craig is to investigate whether we can
13 pressurize them to design pressure, because we don't have
14 to go to one and a quarter again, to bring them back up to
15 design pressure, hold it at design pressure for a half hour
16 and thereby hoping that if there is any capillary failure
17 which could result in a moisture type leak, you know, a
18 bubble type leak, the half hour should be sufficient to get
19 pressurized water through any flaw of that type, and then
20 do the inspection for those systems to become available
21 during our constraint, again to try to build confidence on
22 the other welds.

23 From the point of view of general confidence,
24 there are utilities that did do additional work to get
25 inside the penetration assemblies and look at those welds,

1 and to the best of my knowledge, not one of them reported a
2 leaker.

3 So, again, I still feel very confident that even
4 if we can do any of this work in Unit 1, we have a non-
5 safety problem.

6 INVESTIGATOR WILLIAMSON: Is there anything that
7 you have to do as an end certificate holder when you are
8 unable to comply with the code, is there anything that you
9 have to do?

10 MR. BRESSLER: Issue a nonconformance report and
11 get resolution and either get a code interpretation, a code
12 case, a revision to the code, or go through that exercise
13 there.

14 If in any one of those you can't resolve your
15 problem, then get out the jackhammers and start, but in
16 this case it would be a terrible waste of good, sound
17 welds. I have no technical reason to consider that these
18 welds have any problems with them.

19 Again, part of the experience factor is that Tube
20 Turns is an older company and the welders that they use
21 have been in that shop forever -- not now any more because
22 they have really cut down, but these were welders who could
23 weld 16th inch thick type 321 bellows, and then go from
24 that and weld a two-inch thick pipe. As I say, I have been
25 there, and if you had been there you would have the

1 confidence level that I have.

2 INVESTIGATOR MURPHY: Let me just ask you. There
3 was a meeting on I think January 24th and it might have
4 been at the site with yourself and Higginbotham and Ireland
5 and Robeson and the ANI's concerning ---

6 MR. BRESSLER: Right. That is the meeting after we
7 had come to an agreement that we presented it to them, and
8 we did it at the site to meet the what we called the gag
9 order. It meant our ability to talk about a Watts Bar
10 item. So we met at the site and talked about the various
11 approaches that we had thought about, and that is when we
12 finally decided that we were going to investigate the
13 moisture sensitive tape, acoustic emission detection and
14 visual optic.

15 After that the activity falls back into
16 Knoxville. Craig Kantrell runs the process through. We
17 get a vendor ready to work on a moisture sensitive tape and
18 we started working on a contract. We then made one more
19 try with the fiber optics, and that worked so well that we
20 decided this is the way to do it, because all he was going
21 to do was look visually, and the image was so clear and the
22 would see as much or better than if he were actually
23 viewing the weld itself.

24 So we scraped the other approaches, which were
25 high tech, but would have required getting the NRC in and

1 showing them a demonstration and satisfying them that this
2 pseudo visual or substitute visual was doing the same as a
3 visual examination.

4 So that meeting was really to tell them that we
5 weren't going to handle Unit 2 the way we did Unit 1
6 because they had expressed concerns.

7 INVESTIGATOR MURPHY: Okay. Let me ask you a
8 question. This is an SIS daily record duplicate from the
9 NI files, we picked up several, and it is 86-16 is the
10 number, and it says Mr. Higginbotham also stated that the
11 ASME does not address the resolution methods of resolving
12 nonconformances, and what he is referring to is the fiber
13 optics.

14 MR. BRESSLER: That is a correct statement.

15 INVESTIGATOR MURPHY: He also stated that the ANI
16 doesn't have to witness every weld. However, it might be a
17 good idea to witness all of these.

18 And I will tell you why we ask this question. We
19 have told by several folks that the reason why this
20 statement was made is that there had been some indication
21 that an investigation was being conducted in this matter.

22 Do you have any idea ---

23 MR. BRESSLER: You are asking me to conjecture on
24 something I don't know.

25 INVESTIGATOR MURPHY: Do you know if that

1 statement was made?

2 MR. BRESSLER: I have never seen that thing. Oh,
3 Higginbotham made the statement, and in the context where
4 he made it it was a very correct statement, which was there
5 is no requirement to look at every weld. As I mentioned, I
6 paraphrased one of the paragraphs from there, the item that
7 again doesn't say, that doesn't require that the ANI look
8 at every weld.

9 By the way, conversely, they require the ANI to
10 look at every radiograph. So again we can prove that when
11 Hartford wants a hundred percent, they specify it. My
12 reaction would be that Higginbotham was probably aware,
13 because the letter had already come out, right, at that
14 time and the contract had died, the construction contract.
15 I would think that he was probably sensitized and made this
16 statement to say, hey, we are in a situation where we
17 cannot have any appearance of not meeting the code in its
18 entirety. Even though the code permits us latitude, let's
19 not do it with these. That would be my interpretation.

20 INVESTIGATOR WILLIAMSON: I am going to move on to
21 another area in the few minutes that we have left.

22 MR. BRESSLER: Okay.

23 INVESTIGATOR WILLIAMSON: Have you ever had
24 anyone, and primarily Guenter Wadewitz, or any of his
25 people contact you directly from the site and complain of

1 the performance of ANI's?

2 MR. BRESSLER: Guenter Wadewitz, never.

3 INVESTIGATOR WILLIAMSON: Anyone else, John Self,
4 Charles Christopher or Herb Fisher?

5 MR. BRESSLER: Let me rephrase the statement.

6 INVESTIGATOR WILLIAMSON: Okay.

7 MR. BRESSLER: Contacting me directly, no.
8 Contacting Walt directly, yes, and Walt coming to me, yes,
9 and me going back to request a hearing with the region,
10 yes.

11 INVESTIGATOR WILLIAMSON: Do you recall the
12 circumstances?

13 MR. BRESSLER: There have been several
14 circumstances. The first one was McGraw and his drinking
15 problem. The second one, and I don't know these names, but
16 we can find them, an ANI at Phips Bend was coming in at
17 10:30 obviously with a hangover. He was not an alcoholic,
18 but he had long nights, and departing earlier and showing
19 eight hours at work.

20 This behavior was reported to us by a TVA
21 employee. I had a dilemma. What do I do? I do not
22 control that ANI, TVA does not control that ANI, and when
23 the ANI knew that his supervisor was coming he was
24 punctual.

25

1 So in that case Walt and I got on the phone with
2 Robeson and at the next meeting that we had with Robeson,
3 not in writing, we notified him of the party and some
4 circumstances that could be verified. They took action and
5 warned the individual and everything worked out fine for a
6 period of time, and then I don't recall whether he decided
7 to leave or he started slipping off again, but eventually
8 he left the site.

9 The third incidence -- now you are asking
10 specifically performance. There were comments about the
11 nit-picking of Hansen, and I say, hey, that is
12 personalities and you learn to live with a guy like that.

13 The last one was the new man who came from
14 Bellefonte.

15 INVESTIGATOR WILLIAMSON: Henry Best.

16 MR. BRESSLER: Best. And Walt came into my office
17 to pass on a message that Best had appeared at the site
18 saying that he was going to show Watts Bar how things were
19 done and a few other comments.

20 Again, I felt that since those comments were being
21 made to TVA employees that I had to notify his manager so
22 that they could work this out. Again, I don't think we had
23 any problems with Best's technical performance, and I
24 reported to Robeson on the telephone about what Walt told
25 me.

1 But in direct answer to you, no. Direct to me I
2 can't recall any. There was one direct call on McGraw's
3 drunkenness.

4 INVESTIGATOR WILLIAMSON: Do you recall being
5 contacted by someone on site concerned about the amount of
6 time the ANI's were spending with QTC personnel?

7 MR. BRESSLER: I was surprised that the ANI's
8 could spend any time with QTC personnel since they weren't
9 TVA employees.

10 INVESTIGATOR WILLIAMSON: Did you receive that
11 call or were you just informed of it?

12 MR. BRESSLER: I was informed. I don't remember a
13 call. Nobody would have complained to me about that.

14 INVESTIGATOR WILLIAMSON: I think Mr. Joest might
15 have received the call and relayed his concerns about that
16 to Mr. Higginbotham.

17 MR. BRESSLER: It is possible. I know that Walt
18 mentioned it to me. That is when I made the statement, how
19 can QTC be interviewing our ANI's since their contract is
20 to take TVA employee concerns, and that question was never
21 answered.

22 INVESTIGATOR WILLIAMSON: My next question is do
23 you feel like the ANI's have the same rights as TVA
24 employees to render concerns, quality concerns and what-
25 not?

1 MR. BRESSLER: If you are asking me as a human
2 being in my bull-of-the-woods approach to things, my answer
3 is no. The ANI has his path of concerns and he should have
4 contacted his management. Technically he doesn't work for
5 TVA.

6 If I wanted to really get into the legality of the
7 thing, I would say the moment he starts to complain to QTC
8 he violates his third-party independence. There are very
9 strict paths for him to go and for us to go and, as I have
10 described today, there is a very elaborate appeals and
11 rehearing process.

12 So I was very surprised. I shrugged my shoulders
13 because by now nothing surprises me. It drives me insane,
14 but it doesn't surprise me. I just can't -- I am starting
15 to feel like a dinosaur in this era, and I am getting ready
16 to become extinct.

17 I have never felt harassed by my management, and I
18 have stood up to my management. People have told me, when
19 I made that statement, well, you can get away with it. And
20 then when I step back I say, yes, I guess they are right.
21 I am in a unique situation. If my management tries to lean
22 on me, I just tell them to lay off.

23 INVESTIGATOR WILLIAMSON: Do you feel harassed by
24 your management?

25 MR. BRESSLER: No. Pressures of scheduling would

1 be the only thing that I could say bothered me. When five
2 priority one items have to be answered by 2 o'clock the
3 same day, that is when I feel harassed, but that is not the
4 harassment we are talking about.

5 INVESTIGATOR WILLIAMSON: Are you aware of at any
6 time that you or any other representative of TVA has ever
7 threatened or implied or suggested or given any indication
8 verbally or in writing to Hartford, Atlanta, that the
9 contract between TVA and Hartford might not be renewed
10 because TVA was not satisfied with the performance of their
11 ANI's?

12 MR. BRESSLER: Not on our side of the fence at
13 all.

14 INVESTIGATOR WILLIAMSON: Have you ever heard an
15 individual from Hartford make the statement that any ANI
16 who did anything that resulted in the cancellation of a TVA
17 contract would be fired?

18 MR. BRESSLER: No, sir.

19 INVESTIGATOR WILLIAMSON: Are you aware of an ANI
20 being refused access to an open-items list at Watts Bar?

21 MR. BRESSLER: By TVA?

22 INVESTIGATOR WILLIAMSON: Yes.

23 MR. BRESSLER: That is a no-no. No, I am not
24 aware of it, to answer your question, and, two, I am
25 appalled because the code clearly states free access to the

1 ANI. No, sir. And if I had become aware of it, there is
2 another case where I would have been there in front of the
3 ANI demanding entry.

4 INVESTIGATOR WILLIAMSON: There was at least one.

5 MR. BRESSLER: I am sorry to hear it. I am very
6 embarrassed. That should not have happened at TVA. I
7 think we are smarter than that.

8 INVESTIGATOR WILLIAMSON: We have talked to a
9 number of people over the months.

10 MR. BRESSLER: I have been wondering why you
11 hadn't gotten to me sooner.

12 INVESTIGATOR WILLIAMSON: Well, we have been
13 involved in several things.

14 MR. BRESSLER: In fact, I started to feel that I
15 was the designated hit person and that you were just
16 getting all your nuts in a row.

17 INVESTIGATOR WILLIAMSON: No.

18 (Laughter.)

19 It had been, and not to use names, but it had been
20 expressed to us by one of the individuals we interviewed
21 that you had either or intimated to Higginbotham that he,
22 this particular ANI, may be the cause of Hartford losing
23 their contract with TVA.

24 MR. BRESSLER: Not me.

25 INVESTIGATOR WILLIAMSON: Let me finish. And this

1 individual further stated that you considered him to be the
2 most incompetent, unreliable and unprofessional inspector
3 that you had ever dealt with. Do you recall making those
4 comments about an ANI?

5 MR. BRESSLER: Not to my mind. I have never even
6 met Mr. Best.

7 INVESTIGATOR WILLIAMSON: Have you ever been that
8 concerned about an particular ANI where you would make a
9 statement such as that?

10 MR. BRESSLER: No. My only comments of any nature
11 like that would have been when McGraw was having problems
12 with our people. It was getting to be a personality clash
13 every morning. I did say that if he cannot get
14 straightened out, then I want him off our site. He is not
15 an acceptable ANI to us because of his problem.

16 With Best, up to the meeting in January I had
17 never met Best, and my only contact with Best's situation
18 was through Walt. If I made those statements, there was no
19 basis for me to make them on, and they would have had to
20 have been made in a fit of anger. I don't remember making
21 them.

22 INVESTIGATOR WILLIAMSON: Let me ask you something
23 in conjunction with the NCR's. Once the N-5 package is
24 completed and signed off by the end certificate holder, we
25 have what I think is referred to as an N-3.

1 MR. BRESSLER: An N-3 form.

2 INVESTIGATOR WILLIAMSON: An N-3 form which is
3 signed off by the ANIS.

4 MR. BRESSLER: Well, in our case it would be the
5 ANIS because, as I mentioned, the ANIS is our ANI. The
6 reason that we were involved, Knoxville Engineering, is
7 that we were the end certificate holder and we signed at
8 the bottom of each N-5, but then putting that hat aside, we
9 now took on the owner's designee hat and we handled N-3
10 data report form.

11 INVESTIGATOR WILLIAMSON: My question is in
12 retrospect what is the status of the N-3 now with the ---

13 MR. BRESSLER: It was signed by Robeson, who was
14 our ANI.

15 INVESTIGATOR WILLIAMSON: It was signed by Robeson
16 who was your ANI, but now with the change in attitude
17 towards the disposition of 6420, does that have any impact
18 upon ---

19 MR. BRESSLER: No. 6420 is Unit 2.

20 INVESTIGATOR WILLIAMSON: That's right.

21 MR. BRESSLER: And the N-3 that we signed is Unit
22 1, and we will have another Unit 2 N-3.

23 INVESTIGATOR WILLIAMSON: I understand that, but
24 does that affect the status of that?

25 MR. BRESSLER: No.

1 INVESTIGATOR WILLIAMSON: It doesn't.

2 MR. BRESSLER: Why?

3 INVESTIGATOR WILLIAMSON: Because you are handling
4 these others differently.

5 MR. BRESSLER: It's a different unit.

6 INVESTIGATOR WILLIAMSON: But with the same
7 problems.

8 MR. BRESSLER: The ASME code has tunnel vision.
9 Unit 1 is a job. Unit 2 is a job. We have an owner's
10 certificate for Unit 1 and we have an owner's certificate
11 for Unit 2.

12 INVESTIGATOR WILLIAMSON: But we have the same
13 problems in both units.

14 MR. BRESSLER: Because they are identical units.
15 Now we will handle Unit 2 -- no, Unit 1 was dispositioned
16 and Unit 1 is complete. Going back into the N-5 program
17 now is probably code-wise incorrect. Anything that we
18 should be doing now should be done under a Section 11
19 program.

20 INVESTIGATOR WILLIAMSON: Because it has been
21 turned over?

22 MR. BRESSLER: Because it has been turned over,
23 yes. Unit 2 is still a Section 3 plant completely. And,
24 in fact, I am going to have to be very careful in what I
25 said earlier about going back to as many Unit 1's. I am

1 going to have to be careful. I may have to do those under
2 a work package rather than little Construction do it
3 directly. I am probably going to have to get Power to
4 gives us a work package and then Construction can do to
5 Unit 3.

6 INVESTIGATOR WILLIAMSON: Unit 1.

7 MR. BRESSLER: Yes. Section 11 permits work to be
8 done using Section 3 work. Since we are on a Section 11
9 mode in Unit 1, to do any of the work that we are doing on
10 Unit 2 on available Unit 1 penetrations will probably need
11 a Section 11 work package before Construction can go back
12 to those Unit 1 penetrations and redo the visual
13 examination procedures, and I had better remember to tell
14 Self about that.

15 (Pause.)

16 INVESTIGATOR WILLIAMSON: Do you have anything
17 else?

18 INVESTIGATOR MURPHY: No.

19 INVESTIGATOR WILLIAMSON: Mr. Bressler, I have
20 only one more question for you. Have you personally or are
21 you aware of anyone who has placed any pressure either
22 internally or externally on Hartford management or have you
23 been pressured by your management to do anything that would
24 affect the decisions that have been made by Hartford or you
25 with regard to the construction of Watts Bar?

1 MR. BRESSLER: My management has never pressured
2 me on anything that would affect safety. There was one
3 confrontation having to do with the N-5 program, by the
4 way, when we first instituted the N-5 program, with Mr.
5 Ralph Pierce. And I said, Mr. Pierce, you are the boss.
6 What you want done I will do, but if it doesn't meet code,
7 I will write a memorandum to files putting my position on
8 the record. And a day later he called me up and said do it
9 your way.

10 And that is what I have always had from my
11 management. If you are forthright in what you believe in,
12 it may take them a little while, but they come around and
13 support you.

14 INVESTIGATOR WILLIAMSON: One other question. Are
15 you aware or have you ever contacted Hartford to complain
16 about the amount of time the ANI's were spending on
17 reviewing N-5 data packages?

18 MR. BRESSLER: No, sir.

19 INVESTIGATOR WILLIAMSON: Are you aware of anyone
20 else doing that?

21 MR. BRESSLER: Not under my control.

22 INVESTIGATOR WILLIAMSON: Okay. And once again to
23 answer in full, have you ever placed any pressure on
24 Hartford to place pressure on an ANI to accept work that
25 would be ---

1 MR. BRESSLER: In fact, I was going through my
2 piles, and as you might have noticed if you went past my
3 office, I file by pile, and in cleaning out one of my
4 piles, I came up with meeting notes I had handwritten where
5 Hartford and John Pulson and myself went down to Hartford,
6 Atlanta to discuss needs for ANI's, and, if anything, we
7 were pressuring Hartford to give us more ANI's.

8 So that is why I am just really -- I go home and,
9 like they say, I get upset and kick the dog and beat up my
10 wife because I just don't understand what is coming off.

11 I really feel strongly, in summarizing my
12 position, that we have done the best we could with the
13 knowledge we have. In some cases that knowledge has been
14 better than other utilities and we have been able to do
15 things that other utilities weren't to where they could
16 do. It is not subterfuge or an attempt to evade the code.
17 I call it code lawyering, and my company pays me well and
18 supports my travel to code committee meetings. I am up to
19 date and thus I can service them best.

20 But what may appear to someone else as TVA placing
21 itself above the code, because I have heard those words,
22 absolutely not. The code is my bible -- second bible, and
23 I feel very strongly about it. And that is why I feel so
24 strongly about the ANI's and their positions.

25 I am upset that the one time that I have been

1 questioned has to do with an ANI item.

2 INVESTIGATOR WILLIAMSON: Do you have any other
3 questions, Mr. Murphy?

4 INVESTIGATOR MURPHY: No.

5 INVESTIGATOR WILLIAMSON: Do you have any
6 additional information you would like to add?

7 MR. BRESSLER: No. I just wanted to let you know
8 that you have my card and I am available when I am in town
9 both here and at home, and if you need additional things,
10 you can put me back on the record if you want to if there
11 is anything else you want to follow-up.

12 I would like to get this thing finished. I feel
13 totally estranged from the people, and I would like to get
14 back to work.

15 INVESTIGATOR WILLIAMSON: Mr. Bressler, have I or
16 any other NRC representative threatened you in any manner
17 or offered you any reward in return for your testimony.

18 MR. BRESSLER: Absolutely not.

19 INVESTIGATOR WILLIAMSON: Mr. Bressler, have you
20 given this statement freely and voluntarily?

21 MR. BRESSLER: Yes, sir.

22 INVESTIGATOR WILLIAMSON: We would like to also
23 take this opportunity to thank you for your time, your
24 cooperation and your patience and for agreeing to be
25 interviewed by the Office of Investigations.

1 MR. BRESSLER: I appreciate that I had the
2 opportunity to present whatever I could add to this
3 situation.

4 INVESTIGATOR WILLIAMSON: This interview was
5 concluded at 1600 on 22 May 1986.

6 (Whereupon, at 4:00 o'clock p.m., the interview of
7 MARCUS NATHAN BRESSLER concluded.)

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May 19, 1986

Subject: Section III, Division 1, NCA-5210 General Inspection Duties,
1983 Edition with Winter 1985 Addenda

Item: N186-013

Reference: Your letter dated January 24, 1986

Dear Sir:

Our understanding of the question in your inquiry, and our reply, are as follows:

Question: Does NCA-5210(a) require that an ANI inspect every component and piping Support used in a nuclear power plant?

Reply: No. The Code does not require the ANI to inspect all Code activities.

Very truly yours,

Kevin Ennis
Assistant Secretary, Boiler and
Pressure Vessel Committee

KE/cj

bcc:

2-85-034

ATTACHMENT 1

EXHIBIT 43
PAGE 1 OF 6 PAGE(S)

3.4.11 FINAL INSPECTION

The ANI shall make a final examination of the nuclear item to assure 100% compliance with all requirements. The ANI shall witness all final hydrostatic or pneumatic testing and assure that these tests are being performed in accordance with an approved procedure.

Interpretation III-1-83-83R

Subject: Section III, Division 1, Interpretation III-80-164 Qualification Procedure; NX-5521(c)(4) Personnel Qualification, Certification, and Verification

Date Issued: April 29, 1983

File: N182-067°

Question (1): Does Interpretation III-80-164 apply to the examination of a candidate who intends to qualify for four methods and will be examined for them in the same week?

Reply (1): Yes.

Question (2): Can the Parinaud Number 1.5 letters be applied in lieu of Jaeger Number 1 letters specified in NX-5521(c)(4)?

Reply (2): Yes, provided a near distance equivalence of a Snellen fraction 20/20 is established.

Interpretation III-1-83-84

Subject: Section III, Division 1, NE-5211.2 Examination of Inaccessible Welds; NE-5250 Examination of Inaccessible Welds

Date Issued: February 18, 1983

File: N182-145

Question (1): Is it permissible to perform the gas medium test as provided in NE-5211, through S81 Addenda, after a weld is covered (made inaccessible for visual examination) but accessible for performing a gas medium test which can be demonstrated to be sufficiently sensitive to detect a leak under the actual conditions?

Reply (1): Yes.

Question (2): Do NE-5211.2 and NE-5250 apply to those weld joints in penetration assemblies that are part of the containment system, as well as to the containment vessel proper?

Reply (2): Yes.

Interpretation: III-1-83-261

Subject: Section III, Division 1, NX-4360 Essential Variables for Automatic and Semiautomatic Welding (1983 Edition With Winter 1983 Addenda)

Date Issued: July 26, 1984

File: N184-059

Question: If A-No. 8 material is buttered onto P-No. 1 base metal and machined to provide a special configuration to allow for a specially designed seal weld, is the A-No. 8 material considered to be preplaced filler metal?

Reply: No.

Interpretation: III-1-83-262

Subject: Section III, Division 1, NB-4360 Qualification Requirements for Welding Specially Designed Welded Seals (1983 Edition With Summer 1984 Addenda)

Date Issued: August 8, 1984

File: N184-071

Question: When a manual method is used to make a weld repair to an omega-type seal welded by an automatic method, is it required that the requirements of NB-4336.2 be applied to the repair welding procedure?

Reply: No. A manual weld repair procedure using the essential variables of Section IX and NB-4363 and examined in accordance with NB-4367 is acceptable.

Interpretation: III-1-83-263

Subject: Section III, Division 1, NB/NC/ND-6215 Examination for Leakage After Application of Pressure (1974 Edition With Winter 1976 Addenda)

Date Issued: October 9, 1984

File: N184-051

Question: Does NB/NC/ND-6215 require that a full 360 deg. visual examination be performed during the system hydrostatic test?

Reply: The Code does not specify 360 deg. visual examination; however, it is the intent that welded joints be examined to the extent necessary to assure there is no leakage.

ATTACHMENT L

EXHIBIT

43

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PAGE

4

OF

6

PAGES

Current Books

Recent Additions to the Library

Robot Technology (Modeling and Control.) (Interactor with the Environment.) By Philippe Coiffet. Prentice Hall, Box 500, Englewood Cliffs, N.J. 07632. 1983. Volumes 1 & 2. \$44.00.

This first volume in the series is based on part of a course taught by the author. It was concerned with the design and control of stationary, articulated robots operating as nonfeedback systems. This book (which is devoted to the statement and understanding of problems rather than their solution) presents a review of some of the work, started in 1972, of the team involved with robotics and biomechanics at the Automation Laboratory at Montpellier, in association with the French National Center for Scientific Research.

The second volume describes the present state of the knowledge of robotic systems, which are able to perceive the environment,

to a greater or lesser extent, and to react appropriately. Such robots will be able to perform the function required of them, in spite of unpredictable, limited changes in the environment.

The third volume will deal with tele-operations. The fourth volume will be concerned with technological components of robots, and further volumes will discuss robotic languages and programming methods, decision autonomy and artificial intelligence and, finally, the computer-aided design of robots.

Laser Processing and Analysis of Materials. By W. W. Duley. Plenum Pub. Corp., 233 Spring St., New York, N.Y. 10013. 1983. 463 pp. \$59.50.

The rapid development of laser technology over the past dozen years has led to the

availability of reliable, industrially rated laser sources with a wide variety of output characteristics. This, in turn, has resulted in new applications as the laser becomes a familiar processing and analytical tool.

The text surveys recent developments made in the field of materials processing and analysis by means of lasers. Examples are drawn from chemical, metallurgical, and semiconductor processing, while the use of lasers as analytical tools in the laboratory and in industry is thoroughly examined. An introductory chapter provides a comprehensive overview of lasers and laser systems and their uses.

Scientists, engineers, researchers, and students involved with laser applications will find this volume a valuable source of current information.

ASME Codes & Standards

ASME Nuclear Code—Construction Turnover and Local Site Issues

Roger F. Reedy and William H. Miller

Members of the ASME Board on Nuclear Codes and Standards¹

The use of ASME Codes and Standards has produced an outstanding safety record for pressure-retaining equipment. To provide maximum benefits and safety, the manufacturer must follow all the requirements of ASME Codes and Standards as they relate to the design and construction of equipment.

The ASME Code for Nuclear Components (Section III of the Boiler and Pressure Vessel Code) is used at nuclear construction sites for the design and construction of pressure-retaining components, including piping systems and their supports. The process for demonstrating Code compliance of piping systems is often more complicated than for items manufactured by a single organization. The design, fabrication, and installation of piping systems often involve multiple-certificate holders, design organizations, authorized inspection agencies, and the owner. The interaction among these organizations can become complicated, and if proper controls are lacking, construction and installation times may be extended.

Situations may arise at a site that were never envisioned at the time the Code rules were written. As a group, Code committees usually assume that design and construction will be straightforward and that all involved parties will perform their work according to the original contractual arrangements. However, at some nuclear sites it has been necessary to transfer Code work from one contractor to another prior to completion. While the Code contains specific partial data reports such as forms N-2 and NF-2, and

permits the use of an N-3 form to document work partially completed and performed prior to construction turnover,² it does not provide for all turnover situations and no details are given in the Code for turning over partial work which is not documented on partial data report forms. In some construction turnovers, time did not permit completion of Code partial data reports and other forms of documentation were used.

The foreword to the ASME Boiler and Pressure Vessel Code states:

It should be pointed out that the state or municipality where the Boiler and Pressure Vessel Code has been made effective has definite jurisdiction over any particular installation. Inquiries dealing with problems of local character should be directed to the proper authority of such state or municipality. Such authority may, if there is any question or doubt as to the proper interpretation, refer the question to the Boiler and Pressure Vessel Committee.

At the December 1983 meeting of the ASME Board on Nuclear Codes and Standards, the issue of construction turnovers and other related problems of a local nature were considered. Subsequently the Board formulated the following position statement, which has been accepted by the ASME Boiler and Pressure Vessel Committee and by the ASME Council:

The Board on Nuclear Codes and Standards recognizes that the Boiler and Pressure Vessel Code, Section III, does not, nor is it intended to, address all situations which

might arise during site construction, such as the transfer of Code work prior to completion or specific corrective action on nonconformances resulting from work performed. It is the sentiment of the Board on Nuclear Codes and Standards that, in these situations, the determination of how to satisfy Code requirements is best resolved through interaction and agreement between the parties involved, taking into account the specific conditions of the situation. Such agreements would include but not necessarily be limited to the Owner, applicable Certificate Holders, their respective Authorized Inspection Agencies, and appropriate jurisdictional and/or regulatory bodies.

The ASME position statement reiterates the necessity for work performed to meet Code requirements. This means that the equipment must meet the provisions of the Code with regard to materials, design, fabrication, examination, and inspection. The fact that these provisions of the Code have been met must be verified and documented. At the conclusion of construction, the responsible ASME certificate holders and their authorized nuclear inspectors must sign documents attesting that the work meets the requirements of the Code.

The position statement cannot be used to waive any required nondestructive examinations, inspections, or tests. What then do the words in the position statement "... work prior to completion or specific corrective action on nonconformances resulting from work performed" mean? This phrase pertains to

...and the requirements of the Code are met.

Nonconformance is defined in NCA-9000 of Section III, General Requirements, as a "deficiency in a characteristic, documentation, or procedure that renders an item or activity unacceptable or indeterminate." This definition of nonconformance can conceivably encompass a wide range of possibilities, both in variety and level of significance to safety and adequacy of the equipment. The position statement simply states that the best approach in deciding what needs to be done to verify Code compliance when a reported deficiency makes the quality of the item questionable, or to correct a known deficiency, is to have the responsible parties agree on the plan of action to ensure that the equipment meets the Code.

The specific details of resolution of non-

conformance involve the holder, ASME certificate holders for the work involved, their authorized nuclear inspectors, the NRC representative, and representative of the jurisdictional authority in which the site is located when that jurisdiction has a law regulating the construction of nuclear plants that requires conformance to the Code. After resolution has been agreed upon by the responsible parties, the ASME certificate holders must document the resolution in a plan to assure that all parties, including ASME survey teams, understand the implementation. One obvious benefit of improving the plan in accordance with the ASME position statement is that it provides the opportunity for all responsible parties to be involved in the resolution at the appropriate time.

The position statement formulated by the

...of the Boiler and Pressure Vessel Code to specifically address nuclear power site construction. The purpose of this article is to expand public awareness. It is hoped that this policy statement will be used appropriately and as necessary to resolve concerns arising at nuclear sites.

1. The Board on Nuclear Codes and Standards supervises the nuclear codes, standards, and related accreditation activities of the Society.

2. ASME Boiler and Pressure Vessel Code Interpretations, Volume 14, Interpretation III-1-83-161:

Subject: Section III, Division 1, NA-8000.

C & S Meetings Calendar

The following meetings are open to the concerned public, as well as to interested members of the engineering community.

• PRESSURE TECHNOLOGY CODES AND STANDARDS DEPARTMENT

The following are the various B31 Code Committee meetings scheduled for 1984 and 1985 for the purpose of maintenance of the Code with regard to revisions, interpretations, and preparation of new Code Sections.

B31 Pressure Piping Main Committee. Oct. 18, San Antonio, Tex.; Feb. 12, 1985, Phoenix, Ariz.; Week of June 9, 1985, Cincinnati, Ohio; Oct. 8, 1985, Hershey, Pa. ASME Staff Contact: Alan Bagner (212) 705-7029

B31 Main Committee. Feb. 12, 1985, Phoenix, Ariz. ASME Staff Contact: Alan Bagner (212) 705-7029

B31.1 Power Piping Section Committee. Sept. 25-27, New Orleans, La.; Jan. 28-31, 1985, Tucson, Ariz.; May 13-16, 1985, Clearwater Beach, Fla.; Sept. 30-Oct. 3, 1985, San Francisco, Calif. ASME Staff Contact: Mark Sheehan (212) 705-7819

B31.3 Chemical Plant and Petroleum Refinery Piping Section Committee. Nov. 26-29, Clearwater Beach, Fla.; March 18-21, 1985, Scottsdale, Ariz.; July 22-25, 1985, Newport, R.I.; Oct. 28-31, 1985, Williamsburg, Va. ASME Staff Contact: Joseph Brzuszkiewicz (212) 705-7818

B31.4 Liquid Petroleum Transportation

Piping Section Committee. Oct. 16-17, San Antonio, Tex.; March 12-13, 1985, Kansas City, Mo.; Oct. 22-23, 1985, Dallas, Tex. ASME Staff Contact: Paul Stumpf (212) 705-7096

B31.8 Gas Transmission and Distribution Piping System Section Committee. Sept. 11-13, Savannah, Ga.; Jan. 22-24, 1985, New Orleans, La.; April 23-25, 1985, Las Vegas, Nev.; July 16-18, 1985, Denver, Colo.; Nov. 5-7, 1985, Clearwater Beach, Fla. ASME Staff Contact: Chris Nielsen (212) 705-7028

B31.11 Slurry Pipeline Section Committee. Nov. 3-4, Orlando, Fla.; May 14-16, 1985, Salt Lake City, Utah; Nov. 12-14, 1985, San Antonio, Tex. ASME Staff Contact: Paul Stumpf (212) 705-7096

B31 Mechanical Design Technical Committee. Oct. 19, San Antonio, Tex.; March 21-22, 1985, Scottsdale, Ariz. ASME Staff Contact: Alan Bagner (212) 705-7029

B31 Fabrication and Examination Technical Committee. Oct. 17, San Antonio, Tex. ASME Staff Contact: Alan Bagner (212) 705-7029

ASME Gas Piping Technology Committee. Oct. 22-26, Santa Fe, N.M.; March 25-28, 1985, Dallas, Tex. Purpose of Meetings: Maintenance and revision of the "Guide for Gas Transmission and Distribution Piping Systems" with respect to the most recent federal proposals, notices, and rule making. ASME Staff Contact: Alan Roby (212) 705-7808

Solar Energy Committee. Sept. 24-25, Las Vegas, Nev.

Purpose of Meeting: Development of an ASME code for solar thermal power generation. ASME Staff Contact: Michael Hogan (212) 705-7799

Reinforced Thermoset Plastic Corrosion Resistant Equipment Committee. Nov. 1-2, Columbus, Oh. Purpose of Meeting: Review of latest draft of prepared new document for reinforced thermoset plastic corrosion resistant equipment. ASME Staff Contact: Joseph Brzuszkiewicz (212) 705-7818

Boiler and Pressure Vessel Code Committee. Boiler Code Weeks: Sept. 17-21, Nov. 12-16, United Engineering Center, New York, N.Y.

SC I Power Boilers, Thurs. (meeting on all above dates)
SC II Material Specifications, Tues. (meeting on all above dates)
SC III Nuclear Power, Thurs. (meeting on all above dates)
SC IV Heating Boilers, Tues. (meeting only on Sept. 17-21)
SC V Nondestructive Examination, Wed. (meeting on all above dates)
SC VII Pressure Vessels, Thurs. (meeting on all above dates)
SC IX Welding, Tues. (meeting on all above dates)
SCD Design, Tues. (meeting on all above dates)
SCP Properties of Metals, Tues. (meeting on all above dates)
Main Committee Public Session, Fri. (meeting on all above dates)
Purpose of Meetings: To consider revisions

Unit 1

<u>PENX IDENTIFICATION #</u>	<u>Tube Turns MFG Shop #</u>	<u>Tube Turns WELD #</u>
1X-14	79432-60	12
1X-15	79432-61	12
1X-16	79432-62	12
1X-17	79432-63	12
1X-8A	79432-191	00
1X-8B	79432-192	00
1X-8C	79432-193	00
1X-8D	79432-194	00
1X-12A	79432-5	16
1X-12B	79432-6	15
1X-12C	79432-7	15
1X-12D	79432-8	17
1X-13A	79432-1	15,16
1X-13B	79432-2	15,16
1X-13C	79432-3	15,16
1X-13D	79432-4	15,16
1X-14A	79432-11	• IV
1X-14B	79432-12	• IV
1X-14C	79432-13	• IV
1X-14D	79432-14	• IV
1X-15	79432-15	• IV
1X-16	79432-41	1
1X-17	79432-9	30
1X-20A	79432-19	12
1X-20B	79432-20	12
1X-21	79432-21	12
1X-22	79432-22	12
1X-24	79432-23	12
1X-30	79432-16	• IV
1X-32	79432-24	12
1X-33	79432-25	12
1X-34	79432-29	• VI
1X-40A	79432-46	1
1X-40B	79432-47	1
1X-41	79432-30	• VI
1X-42	79432-42	1
1X-43A	79432-31	• VI
1X-43B	79432-32	• VI
1X-43C	79432-33	• VI
1X-43D	79432-34	• VI
1X-44	79432-43	1
1X-45	79432-17	• IV
1X-46	79432-26	12
1X-47A	79432-27	12
1X-47B	79432-28	12
1X-48A	79432-48	1
1X-48B	79432-49	1
1X-49A	79432-50	1
1X-49B	79432-51	1
1X-77	79432-35	• VI
1X-81	79432-18	• IV
1X-82	79432-44	1
1X-83	79432-45	1
1X-90	79432-36	• VI
1X-91	79432-37	• VI

Unit 1

<u>PENX IDENTIFICATION #</u>	<u>Tube Turns MFG Shop #</u>	<u>Tube Turns WELD #</u>
1X-97	79432-38	• YI
1X-98	79432-39	• YI
1X-99	79432-40	• YI
1X-107	79432-10	30
1X-108	79432-67	8
1X-109	79432-68	8

MFGU1.DB

Unit 2

PENK IDENTIFICATION #	Tube Turns MFG Shop #	Tube Turns Weld #
2-K-14	79432-135	12
2-K-15	79432-136	12
2-K-16	79432-137	12
2-K-17	79432-138	12
2-X-8A	79432-195	00
2-X-8B	79432-196	00
2-X-8C	79432-197	00
2-X-8D	79432-198	00
2-X-12A	79432-80	15
2-X-12B	79432-81	15
2-X-12C	79432-82	15
2-X-12D	79432-83	15
2-X-13A	79432-76	15 & 16
2-X-13B	79432-77	15 & 16
2-X-13C	79432-78	15 & 16
2-X-13D	79432-79	15 & 16
2-X-14A	79432-86	• IV
2-X-14B	79432-87	• IV
2-X-14C	79432-88	• IV
2-X-14D	79432-89	• IV
2-X-15	79432-90	• IV
2-X-16	79432-116	1
2-X-17	79432-84	30
2-X-20A	79432-94	12
2-X-20B	79432-95	12
2-X-21	79432-96	12
2-X-22	79432-97	12
2-X-24	79432-98	12
2-X-30	79432-91	• IV
2-X-32	79432-99	12
2-X-33	79432-100	12
2-X-34	79432-104	• VI
2-X-40A	79432-121	1
2-X-40B	79432-122	1
2-X-41	79432-105	• VI
2-X-42	79432-117	1
2-X-43A	79432-106	• VI
2-X-43B	79432-107	• VI
2-X-43C	79432-108	• VI
2-X-43D	79432-109	• VI
2-X-44	79432-118	1
2-X-45	79432-92	• II
2-X-46	79432-101	12
2-X-47A	79432-102	12
2-X-47B	79432-103	12
2-X-48A	79432-123	1
2-X-48B	79432-124	1
2-X-49A	79432-125	1
2-X-49B	79432-126	1
2-X-77	79432-110	• VI
2-X-81	79432-93	• IV
2-X-82	79432-119	1
2-X-83	79432-120	1
2-X-90	79432-111	1
2-X-91	79432-112	1

Unit 2

<u>PENX IDENTIFICATION #</u>	<u>Tube Turns MFG Shop #</u>	<u>Tube Turns Weld #</u>
2-X-97	79432-113	* <u>VI</u>
2-X-98	79432-114	* <u>VI</u>
2-X-99	79432-115	* <u>VI</u>
2-X-107	79432-85	30
2-X-108	79432-142	8
2-X-109	79432-143	8

*Penetration type IV and VI are fillet weld and do not require R.T.

**RT film not yet received from tube turns.

TTU2.DB



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION II
101 MARIETTA STREET, N.W.
ATLANTA, GEORGIA 30323

AUG 14 1986

MEMORANDUM FOR: E. Williamson, OI:RII
FROM: B. Uryc, EICS
SUBJECT: WATTS BAR NUCLEAR PLANT - ALLEGED COERCION OF ANIs BY
HARTFORD AND TVA MANAGEMENT
CASE NO: 2-85-034
ALLEGATION NO: RII-85-A-0216
REFERENCE: Memo, E. Williamson to B. Uryc, dated 7/9/86

I have enclosed the technical staff's response to your referenced request.
If we can^{be} of any further assistance, or if there are questions, please
contact me.

Bruno Uryc
Bruno Uryc

Enclosure: Memo, A. Herdt to B. Uryc,
8/14/86

2-85-034

EXHIBIT 45
PAGE 1 OF 3 PAGE(S)

1986 AUG 14



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION II
101 MARIETTA STREET, N.W.
ATLANTA, GEORGIA 30323

AUG 14 1986

MEMORANDUM FOR: Bruno Uryc, Investigation/Allegation Coordinator
FROM: Alan R. Herdt, Chief, Engineering Branch, Division of Reactor Safety
SUBJECT: WATTS BAR NUCLEAR PLANT: ALLEGED COERCION OF ANI BY HARTFORD AND TVA MANAGEMENT (OI CASE NO. 2-85-034) - ALLEGATION NO. RII-85-A-0216

In accordance with your memorandum, dated July 9, 1986, and OI's memoranda, dated June 18 and July 9, 1986, the Engineering Branch has reviewed Tube Turns (TVA's vendor) quality documentation and radiographic (RT) film for Watts Bar containment piping penetration welds. The review was to determine the general quality or structural soundness of the welds.

A sample of weld documentation consisting of the following was reviewed:

- For the following welds, detailed fabrication drawings, Tube Turns "Weld Control Record," and RT film including reader sheets were reviewed:

Penetration	Weld	Size
1X17	30	12"x1.125"
1X12A*	16	16"x.843"
1X12D**	17	16"x.843"
1X13A	15	32"x1.375"
1X13A	16	32"x1.375"
2X17	30	12"x1.125"
2X40A	1	4 1/2"x.337"
2X40B	1	4 1/2"x.337"
2X107	30	14"x.438"
2X13A	15	32"x1.375"
2X13A	16	32"x1.375"
1X16	1	3 1/2"x.430"
2X20A	12	8 1/2"x.813"
2X48B	1	10 3/4"x.365"
1X13C	15	32"x1.375"
1X13C	16	32"x1.375"
1K17***	12	12 3/4"x.375"
1K14	12	14"x.438"
1X24	12	4 1/2"x.237"
1X46	12	3 1/2"x.216"
1X20B	12	8 5/8"x.906"
1X32	12	4 1/2"x.531"
1X82	1	8 5/8"x.280"

*No film available for weld 15
**No film available for weld 16
***Weld control record not rendible

AUG 14 1986

Bruno Uryc

2

- For the following welds, RT film only were reviewed:

<u>Penetration</u>	<u>Weld</u>
1X20A	12
1X44	1
1X47B	12
1X48A	1
1X49B	1
1X49B	1
1K15	12
1K16	12
1X12B	15
1X12C	15
1X13B	15
1X13B	16
1X13C	15
1X13C	16
1X107	30
1X108	8
1X109	8
2K14	12
2K15	12
2K16	12
2X12A	15
2X13C	15
2X13C	16

The RT film were reviewed to the degree necessary to determine weld quality and RT film quality and not to determine that every film met every RT parameter. The "Weld Control Records" were copied from microfilm and in some cases, 100% review was not possible. The copies were adequate to verify that a good weld record system was used and the records reviewed were complete.

In general, the review showed that:

- a good weld record system was used
- in many cases, the RT sensitivity was better than code requirements
- the welds were very clean (defect free) and above average quality

The above sample review indicates that the piping penetration welds are structurally sound and in general meet code requirements. Although not a 100% review, the sample is considered adequate to verify the quality of similar welds on all Watts Bar Tube Turns piping penetrations.

Frank Gape
A. R. Herdt
for

EXHIBIT 45
PAGE 3 OF 3 PAGE(S)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

August 17, 1988

Docket (390/391)

It has come to our attention pages were missing in the Report of Investigation, Case No. 2-85-034, transmitted by letter to S. A. White, TVA, from James G. Partlow, Subject: Alleged Harassment and Intimidation (H&I) of Authorized Nuclear Inspectors (ANIs) by Hartford Steam Boiler Inspection and Insurance Company at Watts Bar Nuclear Plants (WBN), dated August 2, 1988.

Please replace those pages with the attached.

SYNOPSIS

On November 25, 1985, this investigation was requested by the Regional Administrator, U.S. Nuclear Regulatory Commission, Region II, Atlanta, Ga., based on information provided to Region II staff by the Office of Investigations Field Office, Region II (OI:RII), that allegations had been made that the Hartford Steam Boiler Inspection and Insurance Company (HSBII) Authorized Nuclear Inspectors (ANIs) at Tennessee Valley Authority's (TVA) Watts Bar Nuclear Plant (WBN), Spring City, TN, had been coerced and directed by HSBII management to accept resolutions to problems which they (ANIs) considered to be unacceptable. These allegations included assertions that TVA management personnel were applying pressure to the HSBII management to override decisions made by ANIs at the WBN which would require corrective action by TVA. These allegations primarily dealt with Non-conformance Condition Reports (NCRs) regarding the inaccessible vendor welds on flued head piping penetrations in Units 1 and 2.

During the initial phase of an unrelated TVA Nuclear Safety Review Staff (NSRS) investigation in August 1985, the allegor, a member of NSRS, learned that ANIs at WBN were, in their opinion, not being given the independence required by the American Society of Mechanical Engineers (ASME) Code. During the conduct of the NSRS investigation, four ANIs were interviewed by the allegor and documentation from their daily diaries was collected and provided to OI:RII for review.

On November 21, 1985, the allegor was reinterviewed and related that the problem of the ANIs with their management was not a new issue. He stated that in April 1985, in a letter to the TVA Board of Directors, an NSRS engineer informed the Board that the WBN ANIs were being coerced. The allegor provided a chronology of events to include dates and TVA personnel apprised, but indicated he was not currently pursuing any investigative leads.

The scope of this OI investigation included, but was not limited to, the allegation that ANIs were being coerced by their supervision to accept TVA's disposition of non-conforming conditions that failed to meet the requirements of the ASME Code. The investigation included the interview of nine current and former ANIs assigned to WBN; numerous TVA WBN site personnel; HSBII, Atlanta Regional Office, management personnel; and TVA's Codes, Standards and Materials (CSM) personnel in Knoxville, TN.

During the course of the interviews of nine ANIs, four acknowledged that they felt either coercion, harassment or intimidation from HSBII management, including one ANI who had been directed by his management to accept TVA's disposition for a non-conforming condition that failed to meet the requirements of the ASME Code. In some cases they felt this could have been a result of influence imposed on HSBII management by members of TVA's CSM group to accept TVA's disposition on deficient items or else lose their contract with TVA. The five remaining ANIs did not feel that they had been subjected to any coercion or pressure from HSBII management to accept any work they felt was deficient.

Interviews with the WBN Project Manager and personnel from the TVA N-5 group produced testimony that with some minor exceptions, a good working relationship existed between the TVA site personnel and the ANIs. They claimed any problems that arose were adequately resolved between the parties involved.

HSBII regional management personnel were interviewed and denied that they coerced or pressured any ANI to accept a condition that the ANI did not feel met the requirements of the ASME Code. They also denied HSBII had received or succumbed to any pressure from TVA. However, HSBII management personnel were not able to logically explain why two nearly identical NCRs were handled very differently by HSBII.

Interviews of TVA CSM group personnel disclosed that the two aforementioned NCRs on separate units were dispositioned differently; one to "use as is", while the second required additional examination efforts of systems during hydrostatic testing. According to CSM personnel, these NCRs were dispositioned differently because of WBN scheduling. In the spring of 1984, WBN was preparing to load fuel and efforts to inspect inaccessible welds during hydrostatic testing was not considered because, in the opinion of TVA, the welds were determined through evaluation to be technically adequate and posed no threat to public health and safety. However, none of those individuals could deny that without visual inspection as required by code, the welds in question were anything other than indeterminate with regard to leakage.

A sample review of the Tube Turns, Inc. final weld documentation packages, weld maps and radiographs was conducted by Region II Engineering Branch personnel. The review disclosed that the required welding and NDE documentation appeared to be in order and the radiographs did not reveal any defects that would adversely affect the structural integrity of the welds.

In conclusion, a preponderance of testimonial, documentary, and circumstantial evidence established that four of nine ANIs were either coerced, pressured, harassed, intimidated, and/or threatened by HSBII management. This included one ANI who was directed by his management to accept the disposition of an NCR which did not meet code requirements. Furthermore, it appears that responsible TVA managers searched for avenues to avoid the delay of fuel loading and the expense of inspecting the hidden welds, and may have pressured HSBII management to accept the disposition of this NCR that violated code requirements.

ACCOUNTABILITY

The following portions of this ROI (Case No. 2-85-034) will not be included in the material placed in the PDR. They consist of pages 3 through 40.

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APPLICABLE REGULATIONS

Allegation: Alleged Coercion of ANIs by Their Management and TVA to Accept Non-Conforming Conditions

10 CFR 50, Appendix B, Criterion I

"The persons and organizations performing quality assurance functions shall have sufficient authority and organizational freedom to identify quality problems; to initiate, recommend, or provide solutions; and to verify implementation of solutions...."

"Activities affecting the safety-related functions of structures, systems and components . . . including both the performing functions of attaining quality objectives and the quality assurance functions. The quality assurance functions are those of (a) assuring that an appropriate quality assurance program is established and effectively executed and (b) verifying such as by checking, auditing and inspection, that activities affecting the safety-related functions have been correctly performed." (Emphasis supplied)

10 CFR 50, Appendix B, Criterion X

A program for inspection of activities affecting quality shall be established and executed by or for the organization performing the activity to verify conformance with the documented instructions, procedures and drawings for accomplishing the activity.

TVA Final Safety Analysis Report (FSAR)

Applicable Codes, Standards and Specifications 3.8.2.2.1 Codes - states all containment penetrations including the fuel transfer, purge and mechanical within the jurisdiction of NE-1140 are designed to Section III, Class MC of the 1971 ASME Code. The penetration assemblies for those penetrations which attach to the nozzles out to and including the valve or valves required to isolate the system and provide a pressure boundary for the containment function are designed to Section III, Class 2 of the ASME Code.

Review of American Society of Mechanical Engineers Code, Section III

A review of applicable sections of the American Society of Mechanical Engineers (ASME) Code, Section III (Nuclear Plant Construction), was conducted including Article NC-6000, Testing; Article NCA-5000, Authorized Inspection, and Article IWA-2000, Examination and Inspection. Under Article NC-6000, Section NC-6121 "Exposure of Joints," it states "all joints including welded joints shall be left uninsulated and exposed for examination during the test. Section NC-6224 "Examination for Leakage After Application of Pressure" states "... all joints, connections and regions of high stress such as regions around openings and thickness transition sections shall be examined for leakage." Article NCA-5000 "Authorized Inspection" states in NCA-5280 "Final Test," "the Inspector (ANI) shall witness final hydrostatic, pneumatic or structural integrity test required by this section and examination performed during such test by the Certificate Holder. Section NCA-5210 "General Inspection Duties" states "the Inspector who performs the detailed inspections in compliance with

this section shall witness or otherwise verify all examinations and make all inspections required by this section. He shall also make any other inspections and witness or verify any other examinations and additional investigations which, in his judgment are necessary to ascertain whether the item being inspected has been constructed in compliance with the rules of this section. Article IWA-2000, Subsection 2100 "Definitions" states "Examinations" - denotes the performance of all visual observations and nondestructive testing... "Inspection" - denotes verifying the performance of examinations and test by an Inspector representing an Authorized Inspection Agency..." (Emphasis supplied)

Additionally, a review of WBN Quality Control Test (QCT), Revision 4, entitled "Hydrostatic Testing," Section 6.4.8.4.1, states "All joints, connections, and regions of high stress such as areas around openings and thickness transition areas are visually inspected for leakage."

INVESTIGATORS' NOTE: During the initial hydrostatic testing phase of the flued head piping penetrations in Unit 1, the TVA QC Inspectors were not aware of the hidden welds because they were not on the TVA design drawing or weld maps. However, the systems were accepted based on the welds inspected.

DETAILS OF INVESTIGATION

Purpose of Investigation

This investigation was initiated to determine if Authorized Nuclear Inspectors (ANIs) employed by the Hartford Steam Boiler Inspection and Insurance Company (HSBII) had been coerced, pressured, harassed, or intimidated by their management or the Tennessee Valley Authority (TVA) personnel to accept work that did not meet the requirements of the American Society of Mechanical Engineers (ASME) Code. Additionally, the investigation was conducted to determine if any collusion existed between TVA and HSBII with regard to the maintenance of their contract.

Background

On November 25, 1985, this investigation was initiated by the Office of Investigations Field Office, Region II (OI:RII), based on a request by the Regional Administrator, NRC, Region II (Exhibit 1). The investigation was initiated based on information received by OI:RII from an investigator, Mansour GUNITY (Exhibit 6), assigned to TVA's Nuclear Safety Review Staff (NSRS). During this interview with GUNITY on November 5, 1985, he stated that ANIs employed as third party independent inspectors by HSBII and contracted to TVA, were being coerced by HSBII and TVA to accept work that did not meet ASME Code requirements.

GUNITY indicated that he initiated his investigation in August 1985, when TVA received an "extortion" letter from unidentified sources, demanding that ANIs be given pay comparable to that of TVA Quality Control (QC) Inspectors or a list of deficiencies at the TVA nuclear plants would be revealed to the NRC (Exhibit 2). TVA subsequently referred the issue to the Federal Bureau of Investigation (FBI), Knoxville, TN, for investigation and, according to the allegor, he never heard any more of the "extortion" issue.

The concern that ANIs were being coerced was brought to the attention of NSRS management as well as the TVA Office of General Counsel (OGC) on October 9, 1985, by GUNITY after preliminary investigation revealed potential problems. According to GUNITY, numerous subsequent discussions were held with NSRS management regarding the ANIs' concerns. Efforts were made by GUNITY to have some of the ANIs granted confidentiality and assured employment with TVA as a means of establishing credibility with TVA if the ANIs were terminated by HSBII. Subsequent correspondence from NSRS to OGC was generated wherein the specific background information was provided to OGC (Exhibit 3). However, investigative efforts by TVA were apparently cancelled after OI:RII initiated its investigation. There was no investigative report generated by NSRS or OGC.

On or about November 1, 1985, two ANIs were called to the HSBII Atlanta office for a conference with Regional Management wherein the ANIs were reportedly criticized and castigated by the Regional manager for causing TVA and HSBII problems. The ANIs were reportedly informed that HSBII would do whatever was necessary to maintain the TVA contract, and they were threatened with

termination if they stood in the way and did anything to adversely affect TVA's contract with HSBII. A summary of that meeting was prepared by HSBII management and provided to the concerned ANIs (Exhibit 4). This summary also contained a form which the ANIs were directed to complete whenever they had discussions with anyone outside their company to document the time that was expended and the information/material which was provided. Numerous discussions regarding the ANI issue were held by NSRS managers and OGC without substantive action being taken by TVA. As a result of this inaction, GUILTY asked to be taken off the investigation.

Prior to OI:RII involvement, and before the "extortion" letter, the primary concern expressed by one former ANI was that he had been directed to accept the "use as is" disposition of WBN Non-conformance Condition Report (NCR) 5609 regarding Unit 1 which did not meet the minimum requirements of the ASME Code. This occurred in April-May 1984 and again in October 1985 when the same deficiency, documented in WBN NCR 6420, was identified on Unit 2 with regards to hidden welds on flued head containment piping penetrations. TVA offered the same disposition on Unit 2, "use as is," which again was not acceptable to the ANI involved and was subsequently not accepted by the HSBII Atlanta management personnel. Later meetings between TVA and HSBII resulted in the decision that TVA would use fiberoptics to review the hidden welds in Unit 2 and, when necessary, cut away the insulation to enable an examination for leakage during hydrostatic testing. No plans were made for any re-examination of Unit 1.

Because of the "extortion" letter received by TVA, TVA communicated with the Hartford corporate office and expressed a general "lack of confidence" in HSBII to perform adequate, acceptable inspection activities. This, however, apparently did not have an impact on the existing contract HSBII had with TVA and has not affected the current contract. The concerns raised by the ANIs were not new since they were voiced by a TVA employee in April 1985 (Exhibit 5, page 7) during a personal appearance before the TVA Board of Directors.

Interview with Mansour GUILTY, Nuclear Engineer, Investigations Group, Nuclear Safety Review Staff (NSRS)

On November 5, 1985, GUILTY was interviewed (Exhibit 6) in response to his telephonic contact with OI. GUILTY stated that in August 1985 he was assigned to investigate an "extortion letter" (Exhibit 2) sent to TVA by an anonymous source. The letter expressed the need for comparable pay between TVA Quality Control (QC) Inspectors and third party independent Authorized Nuclear Inspectors (ANIs) contracted to TVA by HSBII, Atlanta, GA. He said that while conducting his investigation, he discovered that the ANIs at the Watts Bar Nuclear Plant (WBN) were being "overridden" on inspection decisions by TVA through the HSBII management. He indicated that this was primarily being done with Non-conformance Condition Reports (NCRs). GUILTY explained that when a question would arise at WBN concerning the acceptability of a weld, test or system, personnel in TVA's Code, Standards and Materials (CSM) Group would contact the HSBII management in Atlanta and apply pressure to have final decisions changed. He said this pressure would then be placed on the WBN ANIs by Atlanta HSBII management. GUILTY related that the ANIs kept daily diaries and copies of NCRs, some of which reflected personal notes about work being

accepted at the direction of someone in the HSBII management chain. He said even though he had only conducted preliminary interviews, he felt there was evidence that rejectable work had been accepted because of pressure placed on the WBN ANIs from TVA CSM group through HSBII, Atlanta. This primarily pertained to the inaccessible vendor welds on flued head piping penetrations in Unit 1 at the WBN.

GUITY stated he questioned the ANIs independence because TVA had conducted hydrostatic testing on flued head piping penetrations that contained vendor welds which were inaccessible to examination for leakage. He said the ASME Code required these welds be examined for leakage during hydrostatic testing, and added that TVA had waived the requirement for the vendor to test the inaccessible welds in order to save money. GUITY indicated that there was evidence that the WBN ANIs were directed by HSBII management to accept this ASME Code violation. GUITY stated that one of the problems he had encountered in pursuing the ANI issue was that Marc BRESSLER, Staff Specialist, Codes, Standards and Material Group (CSM), TVA, was on the ASME National Board and has a great deal of influence in the nuclear industry. He asserted that if BRESSLER was putting pressure on HSBII to have ANIs accept work that was unacceptable, HSBII would be inclined to accept BRESSLER's guidance because they are under contract to TVA. GUITY stated that TVA had acknowledged there were some problems in the area of flued head penetrations that have vendor welds. According to GUITY, these welds are now covered with insulation, in many cases are inaccessible, and have never been visually examined for leakage during hydrostatic testing by TVA or the ANIs. He said the welds, as well as the systems they are part of, can be hydrostatically tested, but because of their inaccessibility, the welds cannot be visually inspected for leaks. GUITY related that he had also received information that TVA calls HSBII, Atlanta, reporting ANI activities on site and questioning HSBII management about how much time the ANIs had been spending with NSRS and Quality Technology Company (QTC).

INVESTIGATORS' NOTE: QTC is a consulting firm which was contracted by TVA to identify and resolve employee concerns. Coordination by OI:RII with QTC established that ANIs had registered complaints with QTC regarding the issues which predicated this OI investigation. Copies of statements obtained by QTC were released to OI and utilized in the OI investigation; and they are retained in the OI:RII Field Office. The QTC investigation was held in abeyance pending the results of the OI investigation, and no report was prepared.

GUITY stated that when an ANI identified a questionable area, WBN management called BRESSLER or Walter JOEST, Metallurgical Engineer, CSM group, and complained about the ANI's refusal or reluctance to accept TVA's disposition. He said BRESSLER or JOEST then called HSBII Atlanta and discussed with either William HIGGINBOTHAM, Regional Manager, Harold ROBISON, Assistant Regional Manager, or Charles IRELAND, Site Supervisor, the performance of the ANIs and the problems identified by ANIs.

On November 21, 1985, GUITY was reinterviewed and related that the issue of coercion of ANIs was not new, and explained that it was first brought to the attention of TVA's Board of Directors by Jerry SMITH, an NSRS engineer, in April 1985 (Exhibit 5). GUITY provided a chronology of events and identified those individuals from TVA that he advised of his concerns. They are set forth in the attached Results of Interview (Exhibit 6).

INVESTIGATORS' NOTE: GUITY's initial concern regarding the extortion letter received by TVA was monitored by OI:RII and is addressed in Case No. Q2-85-35, closed on April 9, 1986. Additionally, an agreement was reached with GUITY and William MASON, TVA OGC, on November 21, 1985, to reproduce and provide to OI copies of all the documentation GUITY had compiled and reviewed during his investigation. Accordingly, GUITY furnished all this documentation to OI:RII. It consists of rough notes and statements pertaining to GUITY's interviews of 4 ANIs, 4 daily diaries maintained by these ANIs, and pertinent extracts from these diaries. This information was evaluated and utilized by OI during the course of its investigation; and it is retained in the OI:RII Field Office. GUITY did not continue his investigation and, therefore, was unable to fully substantiate the concerns and allegations he had been investigating.

Interview with Stephen B. HEATER, Boiler Inspector, HSBII

On November 20, 1985, HEATER was interviewed (Exhibit 7) and questioned about the allegation that ANIs had been coerced by HSBII management into accepting work that they (ANIs) considered rejectable. HEATER stated he did not personally feel compelled or coerced by his management to accept work that was unacceptable or did not meet ASME Code requirements. He said he was aware of vendor welds on flued head piping penetrations in the containments of Units 1 and 2 at WBN that had not been visually inspected during hydrostatic testing because they have metal sleeves (guard pipes) around them. He said the ASME Code requires that all safety-related welds be visually inspected during hydrostatic testing and the code will allow inspection up to a distance of 30 inches. He said if the inspections are not performed, the code is violated and the systems cannot be accepted. He related that he thought this issue had been addressed by an NCR but he was not sure of the resolution. HEATER stated that as an Authorized Nuclear Inspector-Inservice (ANII), he was only concerned about in-service tests and never had to sign off (accept) on N-5 data packages; and added that all work performed in his presence was conducted to his satisfaction. He said differences between ANIs, their management and TVA were usually resolved by discussing the concern and reaching a mutual agreement. He said the differences were usually a matter of interpretation, which could be resolved with dialogue. HEATER stated that he had never been told not to talk to QTC, NSRS or the NRC, and he felt WBN was safely constructed and posed no risk to public health and safety.

Interview with Henry W. BEST, Authorized Nuclear Inspector

On November 21, 1985, BEST was interviewed (EXHIBIT 8) regarding his knowledge of possible attempts on the part of HSBII management to coerce ANIs assigned to the TVA nuclear plant sites to approve violations of ASME Code requirements that the ANIs considered to be rejectable. BEST stated that in his opinion, a serious problem had developed between the ANIs at WBN, the TVA CSM group and his regional supervision at HSBII in Atlanta, GA. He related that several items in N-5 data packages submitted to the ANIs at WBN have been rejected. This resulted in the entire package not being certified by the ANI until TVA took the necessary corrective action required to bring the rejectable item into compliance with the ASME Code. He acknowledged that some rejections are based on the individual ANI's interpretation of the ASME Code requirements and that someone else may have a different interpretation of the code. He stated that it appears that someone in TVA management (CSM group) may be applying

pressure on HSBII Regional Managers to have the ANIs "buy off" or "accept" some of the items rejected by the ANIs without the ANIs' approval of the corrective action being taken by TVA. BEST explained that on at least two occasions (September 26, 1985 and November 1, 1985) during meetings, he was castigated by HIGGINBOTHAM for various reasons, to include talking to QTC, and was told by HIGGINBOTHAM that he (BEST) was part of the problem at WBN and it would be better if he (BEST) quit. He said HIGGINBOTHAM stated that BRESSLER told him (HIGGINBOTHAM) that he (BEST) may be the cause of HSBII losing their contract with TVA. BEST stated that according to HIGGINBOTHAM, BRESSLER thought he (BEST) was the most incompetent, unreliable and unprofessional inspector he (BRESSLER) had dealt with in years. BEST explained that on a later occasion he was summoned by HSBII management to Atlanta and was told by HIGGINBOTHAM that they (HIGGINBOTHAM and BEST) had some serious problems to discuss (Exhibit 4). He said they talked about NCR 6420, flued head piping penetrations in Unit 2 at WBN. He related that HIGGINBOTHAM said HSBII did not agree with TVA's proposed disposition and they (ANIs) were instructed not to sign off on the N-5 data package associated with the flued heads. BEST related that this seemed unusual to him because the "use as is" disposition of NCR 5609, which addressed the same problem in Unit 1 at WBN, had been accepted by HSBII. He added that Howard HASTON, a former ANI, was directed to sign off on NCR 5609 by ROBISON, and noted that TVA had informed HSBII that if the ANI could not accept TVA's disposition, they would delete the welds from the N-5 data package. BEST stated that at the same meeting, HIGGINBOTHAM complained about a "serious problem" with the WBN ANIs spending a lot of time with QTC and NSRS. He said Walt JOEST had complained and HIGGINBOTHAM told him (BEST) that he (BEST) was the culprit. He related that according to HIGGINBOTHAM, JOEST complained about being tired of answering questions about ANIs from both QTC and NSRS, and commented that he (BEST) had "diarrhea of the mouth." BEST explained that he later learned from HASTON that JOEST had "chewed out" HIGGINBOTHAM because he (BEST) and DEATON were causing too many problems at WBN.

BEST explained that he did not feel TVA handled document control problems or the flued head issues in accordance with the ASME Code requirements. BEST stated he felt some of the problems the ANIs experienced were a result of TVA CSM personnel (BRESSLER and JOEST) applying pressure to HSBII management and demanding that certain actions be taken to remedy some of the issues surfaced by the ANIs at WBN. He said he did not feel he was alone in his opinion of the situation at WBN. He said he felt TVA created the current problems with HSBII by trying to influence the decision of the site ANIs by putting pressure on HSBII management, using HSBII's contract with TVA as leverage.

INVESTIGATORS' NOTE: BEST resigned from HSBII in May 1986 and assumed a position in a non-nuclear occupation in Chattanooga, TN.

Interview with Ernest L. FARROW, Authorized Nuclear Inspector-In Service

On January 23, 1986, FARROW, ANII at Sequoyah Nuclear Plant, was interviewed (Exhibit 9) regarding his knowledge of HSBII or TVA management personnel attempting to pressure him into accepting work that did not conform with ASME Code requirements. FARROW related that he did have a problem (Exhibit 10) with required documentation known as Exhibit "D", that certifies that an individual (inspector) has completed adequate on-the-job training (OJT) to qualify them for certification as a Level II inspector. He said some