

1           The second thing was I -- I guess I  
2 really didn't feel that discussing the problems  
3 with him, knowing that he had been there and  
4 possibly would be biased and not objective, I  
5 guess I balanced the thing versus my time and my  
6 priorities and decided it wasn't worth my time.

7           Q       Wouldn't it be -- I guess I'm thinking,  
8 you know, the old watch relief. Wouldn't he have  
9 provided some valuable information?

10          A       He might have, but let me tell you  
11 ~~perhaps~~ <sup>something about</sup> watch reliefs that -- it's more a watch Edw  
12 relief such as I have had where the individual  
13 isn't even there. He's available in the country,  
14 he didn't die. He's available, but it's a mess  
15 and you've been told to go in and clean up the  
16 mess and then you say is it worth my time,  
17 knowing -- that's what I did, frankly, as part of  
18 this thing, is it worth my time to try to talk to  
19 the guy who made the mess or should I form my own  
20 judgments, should I get experts in here who  
21 really know their business and rely on them to  
22 tell me what the mess is and how we ought to fix  
23 it. And I determined it was more important to do  
24 that and for me to spend my time personally  
25 looking than it was to take Mr. Parris' opinion.

1 Q Okay. We talked about the fuel load  
2 certification letter for Watts Bar that was in  
3 existence. For a utility to certify to the NRC  
4 that the plant is ready for licensing or low  
5 fuel, low power licensing, would such a letter  
6 imply, explicitly require that they had a 10CFR50  
7 Appendix "B" program and had that program  
8 executed?

9 MR. CHARNOFF: Before Mr. White  
10 answers that question, in fairness to Mr.  
11 Parris and all the others, if Mr. White has  
12 considered that question before you're  
13 clearly entitled to his opinion. But if  
14 he hasn't considered it before, then I'm  
15 not sure it's a fair question.

16 THE WITNESS: I don't understand what  
17 you're saying, but I have not considered  
18 it, all right? You know, I -- let me  
19 explain that, if I may, is that with all  
20 the other things I have going on I have  
21 not sat down and said -- because I'm not  
22 even close to making such a request at  
23 Watts Bar or Bellefonte, so I haven't sat  
24 down as I would do before I did that and  
25 say, okay, what are the precise require-



1           ments and how do I prove them and that  
2           kind of thing. I just haven't considered  
3           that.

4 BY MR. REINHART:

5           Q       Okay. Do you know what such a letter  
6           involves at all?

7           MR. CHARNOFF: If he hasn't considered  
8           it how would he know that?

9           MR. REINHART: Let him answer the  
10          question, please.

11          A       (Continuing) You know, when you say at  
12          all, I'm always perturbed, disturbed by absolute  
13          things.

14 BY MR. REINHART:

15          Q       I'm saying do you have any idea of what  
16          the certification for fuel load letter involves?

17          A       I have never seen a certification, to  
18          my knowledge, a certification -- even the one I  
19          cancelled. I've never seen it so I'm not in a  
20          position to say I know precisely what they say.

21          Q       You didn't even look at the one you  
22          cancelled?

23          A       No, that's right.

24          Q       Okay. What is the function of a  
25          quality assurance program?

1           A     Well, to be very general, you know,  
2     quality assurance is to assure that something  
3     operates or does what it's supposed to do. Now,  
4     if you want to know the precise definition, that  
5     book is what I would use.

6           Q     I'm just trying to get a feel for your  
7     feel.

8                     In the March 20th letter there's --  
9     back in the second paragraph, the last sentence,  
10    it should be noted that my mission as manager of  
11    the Office of Nuclear Power is to enhance the  
12    management and management controls of all TVA  
13    nuclear program activities, including those for  
14    QA.

15                  So I'm trying to get a feel of in your  
16    mind what that would be doing.

17           A     Well, but I'm afraid you're emphasizing  
18    the wrong word. Nuclear power program is a  
19    description. Activities is the key word, not  
20    program. That apparently says something  
21    different to you than it conveys to me. It says  
22    to me my mission is to enhance management and  
23    management controls of all activities. I could  
24    have left out nuclear power program, but all  
25    activities including those of QA. So it's not --



1 you've read that as saying QA program and that's  
2 not what it means.

3 Q What does it mean?

4 A Well, the activities. There are plenty  
5 of activities at TVA, including QA as an  
6 activity. You see, QA as an activity includes  
7 things, as I said earlier, QA is an activity that  
8 includes convincing line management that they  
9 have the responsibility for quality assurance,  
10 the worker does. That's a QA activity.

11 I'm not sure -- I'm not an expert, but  
12 I'm not sure if Mr. Kelly or Mr. Kazanas were  
13 here that they would say that is or is not part  
14 of the program. I don't know. I'd have to ask  
15 them whether that is or is not part of the  
16 program, but it's certainly part of the activity.

17 Q What do you mean by management and  
18 management controls?

19 A Well, management is the organization of  
20 the people. The controls are efforts in  
21 policies, I talked yesterday about the hierarchy  
22 of policies, directives, procedures, instructions  
23 and all of that. Those are controls. I view  
24 those as controls.

25 Q Okay. TVA has a QA program.

1 MS. BAUSER: Is that a question?

2 BY MR. REINHART:

3 Q Well, does TVA has a QA program?

4 A I think we all in this room know that  
5 TVA has a program that's been approved by the  
6 NRC.

7 Q What is, in your view, the function of  
8 that program?

9 A In the broadest sense it's to provide  
10 that reasonable assurance that we spoke of  
11 earlier that the thing can and will be operated  
12 in a manner not to, you know, unduly hazard  
13 public health and safety.

14 Q Okay.

15 A That's what it's there for when you  
16 really come to the crux of the matter.

17 Q This is -- what does that mean? That's  
18 a good textbook answer, but what does it mean?

19 A Well, I don't think --

20 MS. BAUSER: Would you ask a more  
21 specific question, please? Really, Mr.  
22 Reinhart, he's repeated his answer a  
23 couple of different ways and we can go  
24 on for a long time.

25 MR. REINHART: I'm taking Mr. White's



1 answer and saying when he described what a  
2 QA program did, that was a good textbook  
3 answer and I'm trying to get a little  
4 deeper, a little more --

5 BY MR. REINHART:

6 Q What does that mean?

7 A What does what mean? You know, let me  
8 make clear. I am not a QA expert. I can only --  
9 you say it's a textbook answer. It's the answer  
10 that I'm familiar with and it's a common -- I  
11 don't think it is a textbook answer. I think a  
12 textbook answer is probably very different and  
13 detailed and probably no one in this room perhaps  
14 would understand it. I'm giving what I believe  
15 is a common sense answer and -- but I'm not an  
16 expert. I can go to experts to get other  
17 definitions and things but, you know, I'm doing  
18 the best I can.

19 Q Okay. Why did you replace Mr. Mullin  
20 when he was director of QA?

21 A I think I've answered that. I'll be  
22 happy to answer it again. Maybe you weren't in  
23 here.

24 Q I think I was. I know you've discussed  
25 -- particularly that, just that aspect of it. We

1 talked about your search for a QA answer.

2 A Well, I think I answered it. I'll be  
3 happy to go over it again.

4 Q Okay.

5 A Is that what you want?

6 Q Please.

7 A The issue, he'd been there when  
8 obviously many problems had developed kind of on  
9 his watch that were QA problems. I had observed  
10 him enough to feel that he at least needed  
11 training in the management sense to run something  
12 as important as quality assurance for me to my  
13 standards. Those may be different words than I  
14 used before but that's the thrust of it. And I  
15 don't want to be too harsh on him. He is, of  
16 course, in a different job now and is being  
17 productive and is doing a good job.

18 Q In his new position?

19 A In his new position, yes.

20 Q Okay. Going back to the March 20th  
21 letter, down in the third paragraph, the third  
22 line from the bottom after the comma, I recognize  
23 that the major thrust of those perceptions is  
24 directed toward the ineffectiveness of corrective  
25 actions and management implementation of those



1 actions to prevent the recurrence of.

2 Is that sentence saying that the major  
3 issues addressed by the NSRS perceptions were  
4 ineffectiveness of corrective action and  
5 management implementation of those actions?

6 A Let me try to answer it this way: I  
7 was trying to tell the NRC, look, I've answered  
8 your specific question in this regard but I  
9 recognize as NRC recognizes, as Congress  
10 recognizes, as TVA recognizes, that there is  
11 another problem here, you know, and maybe quite  
12 aside from the specifics of -- you're asking this  
13 specific question, by answering it I was trying  
14 to provide them other information so that they  
15 would understand that I understood that there's  
16 another issue here. At least I see it as another  
17 issue, and this is it, that TVA's reputation was  
18 such. You know, I'm trying to say to them, I  
19 know this is their reputation and I want to fix  
20 that. I want to change -- not just the  
21 reputation, I want to earn a new reputation, fix  
22 it.

23 Q I guess when we read that we're looking  
24 at the letter is saying these perceptions really  
25 are, if you want to say, another problem, are

1 really pointing the finger at ineffectiveness of  
2 corrective and management action to correct  
3 problems. Is that what you're saying?

4 A I'm not sure what you just said.

5 Q I wasn't sure what you said. I'm  
6 sorry.

7 The thrust of this letter, this  
8 sentence, seems to be taking those perceptions as  
9 a whole saying -- they're pointing -- a big  
10 problem they're pointing to is corrective action  
11 and action to prevent recurrence. Am I  
12 understanding --

13 A I'm not sure you are. Let me try, if I  
14 may, in my own words.

15 Q Sure.

16 A Can I get philosophical for a minute?

17 Q Have a ball.

18 A Years ago Admiral Rickover, a person I  
19 admire very much, said to me, the thing that  
20 people don't understand in this nuclear business,  
21 White, the thing they don't understand is it's  
22 like washing dishes. I said I don't understand  
23 what you mean. And there were some times when he  
24 said things I didn't understand.

25 And he said White, you're wife every



1 day makes dinner and washes the dishes. You go  
2 to bed and she gets up the next day and makes the  
3 bed, she cooks a meal and she washes the dishes.  
4 And White, this is what this is all about. You  
5 will, in this business, have to wash the dishes  
6 again and again. You will never permanently  
7 solve anything, don't expect to. You will come  
8 back again and again and again and again to wash  
9 the dishes.

10 So one of the things that I'm trying to  
11 say here is look, TVA has not been washing the  
12 dishes, if I'm making myself clear. I intend to  
13 wash the dishes. I intend to go back and try to  
14 do something. These things are recurring, the  
15 reputation, I'm going to try to do something, to  
16 do a better job washing the dishes.

17 Now, that's philosophical but that's  
18 what I'm trying to say.

19 Q I understand.

20 A And by the way, I still think that was  
21 good advice by the old man and I still follow it.

22 MR. CHARNOFF: Yeah, but he couldn't  
23 get away with it today with a younger wife.

24 THE WITNESS: Don't be so surprised. I  
25 could tell you some stories of Admiral

1 Rickover and my wife, which she feels still  
2 are quite humorous, but I didn't at the time. *Edw*

3 MR. REINHART: Could we look at the  
4 concurrence page?

5 MR. MURPHY: Sure.

6 MR. REINHART: And the March 20th  
7 letter?

8 I'm interested in the one dated March  
9 5th, 1986 by *J.A. Damer* ~~J. Bizer~~. *Edw*

10 THE WITNESS: Yes, yes. Prepared by.

11 MR. REINHART: Yes.

12 BY MR. REINHART:

13 Q We talked yesterday about concurrence  
14 versus certification. I'm not addressing  
15 certification. I want to just home in on  
16 concurrence.

17 When you asked these people to concur,  
18 what did you expect from them?

19 A That they would either agree or  
20 disagree with what we were sending to the NRC.

21 Q In what context, what respect?

22 A In the overall respect of the letter.

23 Q So they would read the letter as well  
24 as the attachments or just the letter?

25 A Well, they might or might not. The



1 experts, remember, in the QA I wouldn't -- as an  
2 example -- I wouldn't expect Mr. Kirkebo who was  
3 signing for Mr. Drotleff, he's an engineering  
4 expert, not a QA expert, and so I wouldn't expect  
5 him to be saying everything in here by QA is  
6 right.

7 Mr. Kelly is a QA expert. I would not  
8 expect him to be saying everything in this -- in  
9 the enclosures dealing with engineering is right.

10 Mr. Wegner is neither a QA nor an  
11 engineering expert, but very much an experienced  
12 individual who can stand back and look at the  
13 whole thing and not the details specifically, but  
14 from a common sense point of view he's a very  
15 good guy in that respect, and so that's what he'd  
16 be saying.

17 I've already described Mr. Whitt, and  
18 Mr. Gridley would be saying in a licensing sense  
19 this is okay. Or if they knew of something, not  
20 only in their own area, but somebody else's area  
21 that wasn't right, then I would expect them to  
22 raise that issue.

23 Q When you say Mr. Gridley would concur  
24 in a licensing sense, what do you mean there?

25 A He's a licensing manager. He's saying

1 in terms of his responsibility as a licensing  
2 man, guy, this letter is okay to send to the NRC.  
3 I can -- you know, the -- this isn't -- you know,  
4 there are many other examples of the concurrence  
5 system other than this where some concurrences  
6 that come to me nowadays have sometimes 14 to 16  
7 signatures of various people and I view their  
8 signature as saying in their area of expertise  
9 they're in agreement.

10 Q Okay. On Mr. White's -- not Mr. White,  
11 you're Mr. White -- on Mr. Kelly's concurrence,  
12 did he have any conditions on his concurrence?

13 A None. None given to me.

14 Q Okay. Did he have any conditions based  
15 on the definition of that word pervasive we  
16 talked about?

17 A None given to me.

18 Q Okay. Did Mr. Wegner have any  
19 conditions?

20 A None given to me. And I will emphasize  
21 neither did Mr. Whitt. We discussed that  
22 yesterday.

23 Q Given to you at that time.

24 A Yes. Given to me at any time. You  
25 will recall that even when he subsequently came



1 in and talked to me he didn't say he was going to  
2 go back and change this or, believe me, it would  
3 have been a different issue.

4 Q Okay. Why weren't Mr. Mason and Mr.  
5 Cottle on this list somewhere?

6 A Mr. Cottle -- I think I described this  
7 yesterday, but Mr. Cottle was in fact the Site *edu*  
8 Director at Watts Bar and I think he'd been that  
9 Site Direction for some period of time, maybe *edu*  
10 even when the license was requested. And I think  
11 I described Mr. Mason, capable though he may be,  
12 he was part of TVA's history and I was trying to  
13 get an independent look. I think both of them  
14 saw -- I'd be very surprised and I've not  
15 discussed this with them, I'd be very surprised  
16 if both of them didn't see the letter and read  
17 the letter and understand it, but this was an  
18 effort to be entirely detached from the TVA  
19 people who'd been in place when the problems had  
20 happened.

21 Q Since you mentioned you talked to Mr.  
22 Willis to get the Board of Directors concurrence,  
23 was there a reason the Board didn't sign the  
24 concurrence?

25 A No particular reason. I don't know

1 what it would have added. In the normal practice  
2 they don't. In a normal practice, you know, it  
3 would -- they just haven't done that.

4 Q I see. I guess the reason that the  
5 question comes up is here's a concurrence sheet  
6 and yet the Board documented that their  
7 concurrence would be required.

8 A Well, as I mentioned it was received by  
9 me from Mr. Willis.

10 Q Orally?

11 A Orally.

12 Q I guess we just thought that since  
13 we're going to the trouble to document some, why  
14 not all.

15 A You could ask presumably the question  
16 of why didn't it include a lot of other people  
17 who at one time or another -- ~~and~~ <sup>and</sup> I mentioned I ~~can~~  
18 bounced things off of people -- I could have gone  
19 back to all of those. These were the primary  
20 individuals. It was primarily a technical issue  
21 with Mr. Kirkebo, a QA issue with Mr. Kelly, Mr.  
22 Wegner because of his very ~~much~~ <sup>board</sup> experience in ~~can~~  
23 nuclear power, Mr. Whitt because he was the  
24 manager of the organization bringing it up, and  
25 Mr. Gridley who's licensing. I felt that was



1 sufficient. In my judgment that was sufficient.

2 Q You mentioned Mr. Wegner had a lot of  
3 experience. Was he fairly knowledgeable in QA?

4 A He's not a QA expert. You'd have to  
5 inquire of him what he believe his -- no, he's  
6 not a QA expert.

7 Q Okay. I'm sure you've answered this  
8 but even though all these people signed, who  
9 ultimately had the responsibility for the letter?

10 A What do you mean ultimately? I signed  
11 it, so I presume you mean did I feel responsible,  
12 of course I felt responsible. If you're asking  
13 on the other hand was I responsible for the  
14 drafting of the letter, the answer is no.

15 Q I was asking for the letter as it went  
16 out, you're saying you had responsibility.

17 A I signed the letter. I signed the  
18 letter, so ultimate -- it's like the captain of a  
19 ship. Ultimately the responsibility -- I signed  
20 the letter but that's far different than saying  
21 was I responsible for drafting it, was I  
22 responsible for the details of it. It's quite a  
23 different thing.

24 EXAMINATION

25 BY MR. MURPHY:

1 Q How about the content of the letter,  
2 which is -- I mean what the letter says, I mean  
3 the content of the letter. Who's responsible for  
4 that?

5 A I -- well, I am ultimately.

6 MS. BAUSER: Can I make a clarification?  
7

8 THE WITNESS: I'm not sure what you  
9 all are trying to get to.

10 MS. BAUSER: When you're talking about  
11 the drafting you're saying you're not  
12 responsible for doing that activity?

13 THE WITNESS: That's correct.

14 MS. BAUSER: Okay.

15 BY MR. MURPHY:

16 Q Yeah. But I'm saying for the content  
17 of the letter, what it really says, that's your  
18 responsibility. You signed, you're saying what's  
19 in that letter you think is correct, right?

20 A Yes. I wouldn't have said it if I  
21 didn't think it was correct.

22 Q I'm curious about a couple of things.  
23 One concurrence that isn't here -- I mean you've  
24 got all these areas covered, did you ever think  
25 about legal concurrence from the -- from OGC or



1 from your personal lawyer?

2 A Well, certainly not from my personal  
3 lawyer.

4 Q Okay.

5 A OGC was involved in this process early  
6 on and by OGC I now refer to lawyers actually, I  
7 mean, working on this, essentially they are  
8 called and when I say early on I don't know at  
9 what point in time. They may have worked on it  
10 throughout, but I certainly know that they were  
11 involved and I know that I discussed it maybe two  
12 or three times with <sup>the</sup> general counsel himself, so I ~~el~~  
13 know -- in knowing how he operated his shop  
14 there's no question to me, in my mind, that he  
15 was reviewing it. edu

16 At the point in time that this letter,  
17 that I signed this letter, frankly the situation  
18 was such that I would not have taken the advice  
19 of the general counsel.

20 Q I think that's sufficient. When you  
21 talk about total detachment of people are we --  
22 from this letter --

23 A Total what?

24 Q Total detachment. You said that what  
25 you did when you had this concurrence, why we had

1 -- why wasn't Mr. Mason and Mr. Cottle, you said  
2 you wanted to detach them. I mean this had to be  
3 -- you understand?

4 A Yes.

5 MR. MURPHY: Wasn't that his response?

6 MS. BAUSER: Detachment.

7 THE WITNESS: Yes.

8 BY MR. MURPHY:

9 Q Does this also apply to the enclosures?

10 A With regard to --

11 Q To obviously Mr. Kelly was working on  
12 the enclosures --

13 A Oh, yes.

14 Q -- you told us that. Is Mr. Kelly's  
15 signature in this concurrence also concur that  
16 the enclosures?

17 A Oh, Mr. Kelly's, yes, yes.

18 Q And are those enclosures that pertain  
19 to areas that fall in the engineering, strictly  
20 in engineering, would this also apply for Mr.  
21 Kirkebo's signature?

22 A Yes, yes.

23 Q And when we talk about licensing, let  
24 me clarify, Mr. Gridley, are we talking about the  
25 administrative aspects of the letter, I mean



1 licensng, I mean I don't know?

2 A Well, well, it's hard to define  
3 because, you know, it doesn't -- when I -- it  
4 doesn't make sense to the license, you know, it  
5 doesn't make sense to the licensing people in  
6 terms of what it says and what the format and  
7 that kind of thing.

8 Q Okay.

9 EXAMINATION

10 BY MR. ROBINSON:

11 Q One quick clarification regarding the  
12 word pervasive again.

13 A Okay.

14 Q How did the Callaway decision or the --  
15 what you termed as the legal definition of the  
16 word pervasive come to your attention?

17 A Well --

18 MR. MURPHY: He answered that while  
19 you were gone, but you can give it  
20 another --

21 THE WITNESS: I'll be happy to give  
22 it again. I don't recall specifically  
23 whether it was the result of a conver-  
24 sation with Mr. Wegner or Mr. Kelly. I  
25 believe it was Mr. Kelly. It may have

1        been Mr. Wegner. The subject came up by,  
2        that there were a couple of cases that  
3        were applicable, apparently, to this  
4        issue. One was this so-called Callaway  
5        case and the other was the Diablo Canyon  
6        case and that's how it came up.

7 BY MR. ROBINSON:

8        Q        Was it your impression that there was  
9        other than just a normal dictionary usage of the  
10       word pervasive in those decisions? Was it your  
11       impression that there was a definition given of  
12       the word pervasive in those decisions?

13       A        In that case, yes. My recollection is  
14       in the Callaway case it was in legal terms I  
15       guess I would say, precisely defined.

16       Q        And what was that definition, do you  
17       remember?

18       A        I gave it earlier. Well, I gave the  
19       same one, it's a common sense definition, all  
20       right?

21       Q        Well, how would the Callaway definition  
22       of it differ from just a common sense definition  
23       of it?

24       A        Well, it had a legal definition. It  
25       said -- here's a court case that says let me tell



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1 you in a licensing connotation of a nuclear power  
2 plant, let me tell you what pervasive means, and  
3 it defines it. That might or might not be the  
4 same as Mr. Smith on the street might think or a  
5 professor at a university might think, but it's  
6 what in the licensing context that court said it  
7 meant.

8 Q Okay. Well, I've got the Callaway  
9 decision in front of me --

10 A Okay.

11 Q And you're more than welcome to --

12 MR. CHARNOFF: Do you have the  
13 Licensing Board decision or the Appeal  
14 Board decision?

15 MR. ROBINSON: Licensing Appeal Board.

16 MR. CHARNOFF: Okay.

17 MR. ROBINSON: And the Licensing Appeal  
18 Board decision uses the term pervasive in  
19 their decision but it doesn't define  
20 pervasive. The Licensing Appeal Board just  
21 says if there's a pervasive breakdown in  
22 the quality assurance program, perhaps the  
23 safety margins would not be met.

24 MR. REINHART: Maybe they can show us  
25 the definition if it's there.

1 THE WITNESS: I'm not sure this is  
2 even the legal --

3 MR. ROBINSON: And it merely says that  
4 the intervenors were trying to indicate that  
5 there was a pervasive breakdown in quality  
6 assurance and the decision was made that  
7 there was not.

8 MR. CHARNOFF: The paragraph beginning  
9 obviously.

10 THE WITNESS: Yeah. Yeah. This is the  
11 part. I was pretty close this morning.  
12 What I call the definition, whether there  
13 has been a breakdown in quality assurance  
14 procedures of sufficient dimensions -- I  
15 think earlier I said magnitude -- to raise  
16 legitimate doubt as to the overall integrity  
17 of the facility and its safety related  
18 structures and ~~components~~<sup>components</sup>, and it goes on *Edw*  
19 to say a demonstration of a pervasive nature  
20 might well stand in the way of the  
21 requisite safety findings.

22 So that's what I referred to as  
23 definition of pervasive.

24 MR. REINHART: That defines pervasive  
25 there? I don't think it does.



1 MR. CHARNOFF: Well, it did to us and  
2 we were the attorneys in that case.

3 MR. REINHART: Could you point to  
4 where it defines that?

5 MR. CHARNOFF: He just read the part  
6 to you, those two sentences. You read  
7 those two sentences together and any good  
8 lawyer will say that's what it means. I  
9 don't know about non-good lawyers.

10 MR. ROBINSON: Okay. In the first  
11 paragraph, and I'm not going to belabor  
12 this, it says obviously this inquiry  
13 necessitates careful consideration of  
14 whether all ascertained construction  
15 errors have ever been cured. Even if this  
16 is established to be the case, however,  
17 there may remain a question of whether  
18 there has been a breakdown in quality  
19 assurance procedures of sufficient  
20 dimensions to raise legitimate doubt  
21 as to the overall integrity of the  
22 facility and its safety-related struc-  
23 tures and components.

24 MS. BAUSER: Read the next sentence.

25 MR. ROBINSON: A demonstration of a

1 pervasive failure to carry out the quality  
2 assurance program might well stand in the  
3 way of the requisite safety finding.

4 Okay. You're saying that the sentence  
5 above that defines pervasive and that next  
6 sentence says this is -- this kind of  
7 failure?

8 MR. CHARNOFF: What the Board is  
9 describing is that a failure of the type  
10 just described might stand in the way of  
11 licensing, is what they're saying. It's  
12 not written in dictionary sense, but that  
13 is clearly what lawyers would interpret  
14 the Callaway proceeding to stand for,  
15 certainly what we understood.

16 MR. ROBINSON: I see.

17 MR. CHARNOFF: And I think we won that  
18 case.

19 THE WITNESS: You just think, you don't  
20 know?

21 MR. CHARNOFF: Damn well know.

22 THE WITNESS: I thought so.

23 EXAMINATION

24 BY MR. REINHART:

25 Q Mr. White, is that the definition you



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1 had in mind when you signed the letter?

2 A Yes. No question.

3 Q Okay. Now, let's go to the June 5th,  
4 1986 letter that you sent to Mr. Denton.

5 A Yes.

6 Q Particularly the third paragraph.

7 MS. BAUSER: I'm sorry. What are you  
8 looking at?

9 MR. REINHART: June 5th, 1986 letter  
10 from Mr. White to Mr. Denton.

11 MS. BAUSER: Third paragraph?

12 MR. REINHART: Third paragraph.

13 MS. BAUSER: What in that paragraph,  
14 the whole paragraph?

15 MR. REINHART: No.

16 MS. BAUSER: Can you tell us what  
17 you're going to ask so we can think about  
18 it while we read that?

19 MR. REINHART: I'm getting to it if  
20 you'll give me a chance.

21 BY MR. REINHART:

22 Q Mr. White, there you say in order to  
23 respond to that specific request I assembled a  
24 group of outside individuals. Who were the  
25 outside individuals?

1 A You're in the fourth paragraph. I  
2 thought he said the third.

3 Q I'm sorry.

4 A I was in the wrong paragraph. You're  
5 in the fourth paragraph. Go ahead.

6 Q Who were the outside individuals?

7 A That refers to Mr. Lundin and that  
8 group.

9 Q Okay. So all we've talked about when  
10 we've been speaking about Mr. Lundin and his  
11 group, we've been referring to this group?

12 A Yes.

13 Q Now, you said an outside group with  
14 significant and extensive nuclear QA experience  
15 in the areas questioned. What is extensive --  
16 what is significant and extensive?

17 A Well, the -- first those individuals  
18 had experience in other -- some were QA and had  
19 extensive experience in QA and as I recall others  
20 had experience in investigating similar issues.  
21 I don't recall, Mr. Reinhart, exact numbers, but  
22 I think the average experience was about 16 years  
23 and I thought that that was pretty significant.

24 Q Okay. Is there a difference between  
25 significant and extensive? I mean if we're going



1 to say number of years maybe we could say --

2 A Don't try to read into it more -- you  
3 know, I was trying to explain something that you  
4 may be trying to read -- I don't know what you're  
5 trying to read into this.

6 Q I'm really not trying to read anything  
7 into --

8 A Significant, I -- you know, what it  
9 means is I'm trying to convey to the NRC I  
10 brought in some people and I didn't just pick  
11 them off the street. They had experience in  
12 these areas for a number of years and that's what  
13 significant and extensive means.

14 Q Okay. Is there anything more than a  
15 number of years that would provide significant  
16 and extensive experience? Certifications,  
17 qualifications, particular experience, degrees?

18 A I'm sure there is. But -- I'm sure  
19 there is, but as I've said before, I did not  
20 review the resumes of those individuals. Mr.  
21 Kelly, I'm sure, could give you, perhaps in  
22 detail, that kind of thing. You know, I'm  
23 relying on what he conveyed to me about the group  
24 and that is the best description I can give.

25 Q Okay. Then we go on, in addition I had

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1 a group of highly experienced non-TVA experts  
2 review this group's findings. Who was the group  
3 of non-TVA experts?

4 A I think I've answered that yesterday,  
5 but I'll go over it again. Mr. Kelly, Mr. Huston  
6 in QA, Mr. Drotleff and Kirkebo in the  
7 engineering, Mr. Wegner and Mr. Brodsky, Mr.  
8 Sullivan, Mr. Siskin, Mr. Stone, I think Mr. *edu*  
9 Henry. You know, I could go through the whole  
10 list in certain parts where I bounced things off  
11 of them. I'm referring to, you know, ten or  
12 twelve -- some had a larger part and some had a  
13 very small part.

14 Q You said you had this group review this  
15 other group's findings. So I'm assuming that  
16 this group reviewed Lundin's findings?

17 A Yes, yes, in effect.

18 Q Do you know what they did in order to  
19 review those findings?

20 A No. No, I don't.

21 Q Were their reviews documented?

22 A I don't know.

23 Q You mentioned a man, Henry, who is Mr.  
24 Henry?

25 A Mr. Henry is one of the top advisors.



1 He's from Becktal corporation, very senior, and I  
2 think he was there at about this time.

3 Q Okay. Do you know what his first name  
4 is?

5 A Bill Henry.

6 Q Bil Henry.

7 A Right. I think he was there about that  
8 time. If he was I probably asked him questions.  
9 And I want to tell you that, as I said before, if  
10 I did, he may or may not have recognized them as  
11 being associated with the letter.

12 Q How did you get the results of this  
13 group's review?

14 A Really, I'd like to focus on the  
15 primary individuals because I keep using that  
16 phrase, the Huston, Kelly, Drotleff, Kirkebo, and  
17 I got them from direct conversations.

18 Q Okay. Mr. Kelly, Mr. Huston, Drotleff  
19 and Kirkebo I believe were in loan management  
20 positions.

21 A At some point in time they were, yes.

22 Q How did you -- how did you provide  
23 independence there?

24 A Independence from what?

25 Q Well, it looks like from my reading

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1 this letter, you say you had a group of highly  
2 non-TVA experts review this group's findings.  
3 These individuals, Kelly, Huston, Drotleff and  
4 Kirkebo were all involved in the preparation to  
5 some extent in either the cover letter or the  
6 technical responses and I'm -- if Lundin reviewed  
7 their efforts and then they came back and reviewed ~~Ed~~  
8 Lundin's efforts of their efforts, I lose some  
9 independence there.

10 A Look, it's -- they're loan<sup>ed</sup> managers but ~~Ed~~  
11 they're not TVA people. They are no more a part  
12 of TVA than I am today. They provide <sup>independence</sup> merely ~~Ed~~  
13 from the fact that they weren't involved with  
14 what had occurred at TVA and had no axe to grind.  
15 They didn't have to defend past practices or  
16 anything else at TVA. They were independent,  
17 whether they were in line positions or not. The  
18 reason I put them in line positions is to try to  
19 change the institution. That doesn't mean a lack  
20 of independence at all. You're suggesting -- I'm  
21 troubled Mr. Reinhart, because you're suggesting  
22 that after bringing these groups in that maybe I  
23 should have brought in a couple of other groups  
24 and I have got to say these were independent.

25 Q I'm just saying what you said in the



1 letter. This is your group. I'm asking who it  
2 is. But the question, when we looked at the  
3 certifications, go back and say the technical  
4 positions or the technical responses, if you had  
5 have looked at the people who certified, I'm sure  
6 that Mr. Drotleff and Mr. Kirkebo's signatures  
7 are there. I think Mr. Huston's is, I'm not sure  
8 about Mr. Kelly's. What I'm saying is these are  
9 the ones responsible for the line responses.

10 MR. CHARNOFF: Excuse me. There's  
11 been a lot of confusion. When you're  
12 talking certifications, are you talking  
13 about something other than concurrences  
14 like you were about 20 minutes ago?

15 MR. REINHART: Oh, absolutely.

16 MR. CHARNOFF: Are you talking about  
17 the certifications that appeared in the  
18 notebook?

19 MR. REINHART: Absolutely.

20 MR. CHARNOFF: And it's your testimony  
21 that Mr. Kelly and Mr. Drotleff signed on  
22 these sheets?

23 MR. REINHART: I said I'm pretty sure  
24 Mr. Drotleff and Mr. Kirkebo did. I'm not  
25 sure about Mr. Kelly.