



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20585

OCT 26 1989

VIA TELECOPIER

Ms. Billie Pirner Garde, Esq.
103 East College Avenue
Appleton, Wisconsin 54911

Re: John Corder

Dear Ms. Garde:

Your letter of September 28, 1989 to Mr. Dennis Crutchfield of the NRC has been referred to me for a response. In that letter, you indicate that Mr. John Corder has concerns that he believes should be evaluated by the NRC. Your letter sets out a number of terms which apparently must be met before Mr. Corder would meet with the NRC. I understand from your letter that you are representing Mr. Corder in this matter. I have attempted several times to reach you by telephone to discuss this matter but have been unsuccessful. For this reason, I am writing directly to you regarding the NRC staff's interest in meeting with Mr. Corder.

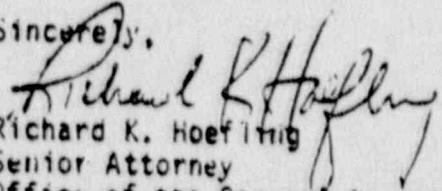
With respect to your request that the NRC issue a subpoena to Mr. Corder, the NRC staff does not believe that the reason for a subpoena identified in your letter, i.e., protection from a potential breach of contract action by Bechtel, is, in the present circumstances, a valid reason to request a subpoena. The NRC has made clear its position that any restrictions in settlement agreements limiting the opportunity of an individual to bring safety concerns to the NRC are void and unenforceable. Furthermore, with respect to the specific settlement agreement at issue here, Bechtel has indicated that nothing in the settlement agreement should be construed as in any way limiting Mr. Corder in bringing safety concerns to the NRC. A copy of the letter dated June 29, 1989 to the attorneys representing Mr. Corder in the Department of Labor proceeding from the attorneys representing Bechtel in those proceedings is attached. The NRC staff would like Mr. Corder to reconsider his request for a subpoena in light of these circumstances. The NRC staff would issue a subpoena to Mr. Corder if he still declines to be interviewed without one.

With respect to the other terms mentioned in your letter, the NRC staff provides the following responses. Expenses associated with interviewing Mr. Corder will be paid in accordance with 28 U.S.C. Section 1821. We would plan to interview Mr. Corder near his residence so his reimbursable expenses should be minimal. To the extent that Mr. Corder's present concerns relate to the previous inspection trip he had with Mr. Calvo of the NRC, he would obviously be free to discuss them. With respect to the Freedom of Information Act request attached to your letter to Mr. Crutchfield, it would be processed in

accordance with normal agency procedures. With respect to Mr. Corder's request for an escorted inspection of the South Texas site, such an inspection would be entertained by the NRC staff only if it proved necessary to adequately deal with Mr. Corder's concerns. The NRC staff has no objection to the presence of Mr. Corder's counsel or other representative at the upcoming interview. Finally, with respect to your request that the NRC conduct an investigation of Mr. Corder's claims of harassment and intimidation in violation of 10 C.F.R. Section 50.7, this allegation is under consideration at this time consistent with the NRC's procedures set out in NRC Manual Chapter 0517, "Management of Allegations".

Please contact me at (301) 492-1690 to arrange a time and place for the interview of Mr. Corder.

Sincerely,


Richard K. Hoefling
Senior Attorney
Office of the General Counsel

cc w/Attachment: John Corder

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RECORDED MAILER

29 June 1989

VIA TELECOPIER

Robert T. Rice, Esq.
Stevens & Rice
100 North Velasco
Suite 200
P. O. Box 1326
Angleton, Texas 77515

Re: Bechtel Energy Corporation vs. John A. Corder
Case No. 88-ERA-9

Dear Robert:

As you know, the Secretary of Labor has ordered that the stipulated settlement agreement between Mr. Corder and Bechtel be submitted for the Secretary's review. We understand that, in part, the Secretary wishes, in accordance with guidelines issued by the Nuclear Regulatory Commission, to insure that the stipulated settlement does not prevent or discourage Mr. Corder from raising legitimate concerns about nuclear safety at the South Texas Project.

It is, of course, well and amply documented in the record that Mr. Corder raised numerous "concerns" about STP following his retirement from Bechtel. Each of those "concerns" was presented to, and thoroughly investigated by, Bechtel, the STP SAFETEAM, and the NRC. Each of these entities concluded, in turn that none of the "concerns" voiced by Mr. Corder involved nuclear safety, hence, no further action was taken with respect to any of them, and the matter was concluded. Further, in the years succeeding his departure from STP, Mr. Corder raised additional "concerns" to similar effect. Although we cannot believe that, after these several years of absence from STP, Mr. Corder could even imagine any further "concerns," Bechtel wishes it clearly understood by Mr. Corder that the settlement of his claim and litigation does not prevent nor should it discourage Mr. Corder from asserting any legitimate concern he has about nuclear safety at the South Texas Project, or otherwise.

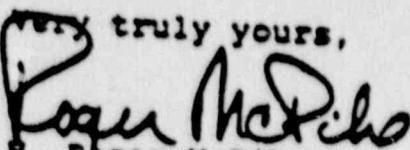
Robert T. Rice, Esq.
29 June 1989
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Accordingly, we ask that you, as Mr. Corder's counsel-of-record, bring to Mr. Corder's attention the enclosed NRC guidelines and make it clear to your client that nothing in the settlement of his litigation with Bechtel prevents or should discourage him from bringing to the attention of the appropriate agencies any information about nuclear power plant safety -- in our case, STP -- that he has not already presented to the NRC, Bechtel, Houston Lighting & Power Company, or the news media.

We do, however, expect Mr. Corder to abide by all of the other provisions, understandings and agreements of the settlement, pursuant to which the claim and litigation was concluded. This settlement was, as you are well aware, stipulated to, with advice of counsel, and confirmed and approved by Judge Kerr after he had extensively questioned your client as to his full understanding and concurrence with its terms. Indeed, you also questioned him about his understanding and acceptance of the settlement negotiated on his behalf, and he stated, under oath, that he had no complaints about the manner in which you had represented him, or your effectiveness on his behalf. There, this matter should remain.

If you foresee any difficulty in doing as we ask above,, please notify us promptly and advise as to whether we may contact your client directly. You, of course, will be "cc'd" on whatever we send to Mr. Corder.

Thank you for your assistance in this matter.

Very truly yours,

A. Roger McPike

HRC:mc:sae

cc: Honorable Elizabeth A. Dole
Secretary of Labor
Honorable James W. Kerr, Jr.
Michael A. Fletcher, Esq.
David M. Bridges, Esq.