

REPORT OF INTERVIEW
WITH
ALAN ETTLINGER

On June 15, 1995, ETTLINGER was interviewed by the reporting investigator. The interview was conducted under oath at the New York Power Authority (NYPA), 123 Main St., White Plains, NY. ETTLINGER provided the following information regarding contractor John GOODALE's allegation that NYPA employee Don VINCHKOSKI had discriminated against him because he had raised nuclear safety issues.

ETTLINGER said that GOODALE was hired on November 29, 1994, to write the Indian Point 3 (IP3) Nuclear Power Station, Operations Department, Safe Shutdown procedures, because the Operations department did not have the manpower to perform that work. GOODALE was first assigned to work at the NYPA White Plains office (WPO) because there was no space for him to work at IP3. During the time he spent at the WPO, GOODALE was to become familiar with the IP3 procedures and plant, so that when space became available for him at IP3, he "could be up and running," and ready to write the procedures. ETTLINGER said that did not happen.

ETTLINGER said sometime prior to February 13, 1995, VINCHKOSKI told him on a couple of occasions that he was not satisfied with GOODALE's work. Specifically, VINCHKOSKI told him that GOODALE was producing a lot of work, but was not producing the procedures that were going to get IP3 started up.

ETTLINGER was shown a copy of a February 13, 1995, letter (attached) that GOODALE had sent to him regarding his complaints about VINCHKOSKI. On pages two and three of the letter, GOODALE maintained that he met with ETTLINGER and discussed items 1 through 12. ETTLINGER said that he did meet with GOODALE, but that their conversation lasted approximately three to five minutes, "maximum." ETTLINGER said that he and GOODALE did not discuss all of the 12 listed items in the letter. ETTLINGER believes he and GOODALE discussed items 3 and 12. ETTLINGER said that the "main thrust" of the discussion was that VINCHKOSKI was not satisfied with GOODALE's work.

ETTLINGER said that GOODALE transferred back to the WPO prior to the end of his contract, and that Andrew BARTLIK then requested that GOODALE's contract be extended, so that he could review the operations procedures that were being written by IP3. BARTLIK argued that he needed someone with operations experience to do this, and NYPA had money in their budget to extend GOODALE. ETTLINGER said that, in his new capacity, GOODALE worked as a "critic" and reviewer of procedures. ETTLINGER admitted that GOODALE's contract was also extended because NYPA was aware that GOODALE had gone to "Speakout" with his harassment allegations, and NYPA did not want to let go of anyone at that time who had gone to "Speakout" with harassment concerns. ETTLINGER added that NYPA did not want to let go of someone, at that time, until they were sure that nothing wrong had been done to GOODALE.

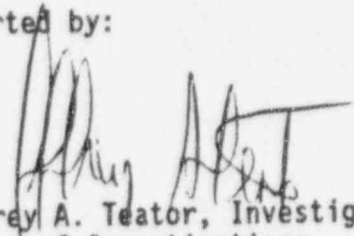
ETTLINGER said that GOODALE's contract expires on June 30, 1995, and did not anticipate it being extended further because the work that GOODALE was performing was scheduled to be completed during that month.

INVESTIGATOR'S NOTE: GOODALE's original contract was for ninety days.

It was originally scheduled to expire on February 28, 1995.

ETTLINGER said that VINCHKOSKI asked him to arrange for GOODALE to be paid overtime shortly after GOODALE moved to IP3 from the WPO. Originally, GOODALE's contract did not call for him to be paid overtime. ETTlinger said that he approved VINCHKOSKI's request. ETTlinger added that VINCHKOSKI was one of the most helpful people who worked on the IP3 Fire protection Task Force.

Reported by:


Jeffrey A. Teator, Investigator
Office of Investigations
Field Office, Region I

Case No. 1-95-019

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To: Mr. Alan Ettlinger

From: Mr. John H. Goodale

Date: 02-13-1995

Subject: Operations Procedures and Appendix "R" Compliance Strategy Resolution.

On 11-29-1994 NYPA represented by yourself, contracted for me to assist IP3 Operations incorporate Appendix "R" compliance strategy requirements into their procedures.

Up until Saturday, 02-11-1995, Mr. D. Vinchkowski did not express any opinions that I understood to be statements of his dissatisfaction with any of my work.

On Saturday, 02-11-1995, in discussion with Mr. Don Vinchkowski, we agreed between us that our mutual efforts have produced unsatisfactory results. Mr. D. Vinchkowski stated that he had to do something about it, he did not know what, but something. He indicated that he did not know the reason we were having unsatisfactory results as he thoroughly had checked me out and only received favorable recommendations concerning myself and my work. He stated that he just did not understand it. He stated he did not know if the problems our efforts were having was my problem or not. Later on the same day, Mr. Vinchkowski expressed briefly his opinion that our problem was due to my writing too much detail into the draft operating procedures. I expressed my dismay to Mr. Vinchkowski that he found my work so unsatisfactory. I stated I found coming to work under such circumstances extremely embarrassing and that, I in good faith, had a great deal of trouble accepting payment for my services under such circumstances.

On Sunday, 02-12-1995, in discussion with Mr. Vinchkowski, I stated that I would talk to Mr. Alan Ettlinger about our discussion of the previous day. Mr. D. Vinchkowski stated that he would talk with Mr. Nick Eggmeyer his supervisor, in a similar vein. A short time later, Mr. D. Vinchkowski called myself and Mr. Larry Brewer together and announced his decision to make changes. He repeated his statement of Saturday, 02-11-1995, that things were not going well and he needed to make changes. He stated his decision would shift the work totally to Mr. Larry Brewer who could seek assistance as necessary from Mr. Vince Coollihan, who will help him. At this point, I understood that I was excused from further work on the project. I informed Mr. D. Vinchkowski that I would process out on the following day and left site.

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I have harbored deep concerns, for a significant period of time, about project status and the manner in which IP3 Operations was discharging its responsibilities. I preliminarily discussed my concerns with Mr. Jim Strausser and Mr. John Tarpinian of your staff. After two such discussions with Mr. J. Strausser and one with Mr. Tarpinian, both of these gentlemen suggested strongly that I discuss my concerns with you. After a brief period of about approximately one week, I did express these concerns to you on or about Friday, 02-03-1995, verbally. I explained to you my concerns. The conversation between us took place in the guardhouse exit foyer at IP3. The outcome of the discussion was agreement for us to wait and give IP3 Operations an appropriate amount of time to discharge its obligations to the new Appendix "R" Compliance Strategy.

At the time, I expressed my concerns as follows:

- 1) That mostly, IP3 Operations placed dealing with Appendix "R" issues on their back burner, sort of like hoping these requirements would go away. Dragging their feet.
- 2) Up until the draft Operations Specification was issued, Mr. Vinchkowski was largely complacent with regards to Appendix "R". The Operations Specification gave him a wake him up call and he became quite angry.
- 3) Mr. Vinchkowski exhibited vague understanding of Appendix "R" Rule was or what it was about. That he was unaware of what Operations needed to do with the results from the analysis.
- 4) Mr. Vinchkowski was more interested in not agitating the Operations Crews then ensuring manual actions were adequately proceduralized.
- 5) Mr. Vinchkowski expressed his opinion that proceduralizing the outcome of the Appendix "R" analysis will prevent Operations Personnel from operating the Plant.
- 6) Mr. Vinchkowski expressed very negative opinions with respect to Engineering and what Engineering's mission was with respect to Appendix "R".
- 7) That largely, Mr. Vinchkowski disagreed with what little of my work he read and politely ignored most of my work. Except for three occasions that I was aware of, Mr. Vinchkowski largely did nothing with my work output.

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- 8) That IP3 Operations changed the required format and manner of procedural presentation I was responsible for, completely four separate times.
- 9) Upon the forth revision in format requirement, Mr. Vinchkowski had removed me from the actual process of writing the procedures and gave that responsibility to another person, Mr. Larry Brewer.
- 10) That Mr. Larry Brewer was unaware of Appendix "R" requirements.
- 11) That Mr. Larry Brewer unnecessarily complicated the work process as he formalized the process between us (sitting next to each other.):
- He insisted on drafting a whole procedure before he presented it to Mr. D. Vinchkowski.
 - He would then consent to giving to me a draft copy for comment.
 - He insisted that I write my input to the procedures on procedure comment forms.
 - He then insisted I place my completed comment inputs into a "Special" file, which he never read.
 - He would then only accept comment input given to himself from Mr. Vinchkowski.
 - Except for two occasions I am aware of, Mr. Vinchkowski did not read my comments.

Needless to say, as a result, I was not able to perform the work I was responsible for. I was kept very busy doing, in effect, nothing.

- 12) That IP3 Operations was going to fall flat on its face and that Mr. Vinchkowski would be looking for someone to blame. That in his eyes, I represented Engineering. And, that he would saddle me with the burden of his anger.

The basis for my statement that Mr. Vinchkowski expressed very negative opinions with respect to Engineering and what the Engineering mission was with respect to Appendix "R" is as follows:

On four very distinct and separate occasions he expressed his opinion that Engineering was trying to shut IP3 down permanently, that they did not want the plant to ever run again and that all of the individuals responsible should be fired, particularly Mr. John Tarpinian and Mr. Andy Bartlick. He summarized all of Engineering's effort to comply with NRC's Appendix "R" Rule as "Total Bullshit".

EXHIBIT

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Excluded by Under Secretary
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Excluded by Under Secretary
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used this word only
these guys are making me
work. returned on file

Mr. Vinchkowski is not alone in bearing a very negative attitude with regards to the NRC's Appendix "R" Rule. The problem is more widespread at IP3. Mr. Ken Venstadht characterized the Appendix "R" Rule as " The most worthless rule the NRC ever came out with ". Mr. Vince Coolihan characterized the Appendix "R" Fire Pre-Plans as " Unrealistic, merely a training aid ".

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