

UNITED STATES OF AMERICA

NATIONAL TRANSPORTATION SAFETY BOARD

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Investigation of: *

*

COLLISION OF AMTRAK TRAIN #91 AND *

A STATIONARY CSX TRANSPORTATION *

TRAIN NEAR CAYCE, SOUTH CAROLINA * Accident No.: RRD18MR003

FEBRUARY 4, 2018 *

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Interview of: JAY FOX and JIM BLAIR
Host Railroads Group
Amtrak

30th Street Station
Philadelphia, Pennsylvania

Monday,
April 9, 2018



I, Jim BLAIR, have read the foregoing pages of a copy of my testimony given during a follow-up interview stemming from NTSB's investigation of the head-on collision of Amtrak Train 91 with a CSX local train resulting in a derailment with injuries on April 4, 2018, in Cayce, SC and these pages constitute a true and accurate transcription of same with the exception of the following amendments, additions, deletions or corrections:

<u>PAGE NO:</u>	<u>LINE NO:</u>	<u>CHANGE AND REASON FOR CHANGE</u>
<u>7</u>	<u>3</u>	<u>'Arribi' should be 'Reebie'</u>
<u>15</u>	<u>20</u>	<u>'pre-op' should be 'PR11A'</u>
<u>29</u>	<u>25</u>	<u>'lay' should be 'pay'</u>
<u>31</u>	<u>16</u>	<u>Unidentified speaker = Jim BLAIR</u>
<u>31</u>	<u>19</u>	<u>" = "</u>
<u>31</u>	<u>25</u>	<u>" = "</u>
<u>32</u>	<u>1</u>	<u>" = "</u>
<u>32</u>	<u>14</u>	<u>'I'll bite' should be 'Allright'</u>
<u>32</u>	<u>16</u>	<u>'or a lessening' should be 'for a lessening'</u>

I declare that I have read my statements and that it is true and correct subject to any changes in the form or substance entered here.

Date: 4/24/2018

Witness: 



I, Jay Fox, have read the foregoing pages of a copy of my testimony given during a follow-up interview stemming from NTSB's investigation of the head-on collision of Amtrak Train 91 with a CSX local train resulting in a derailment with injuries on April 4, 2018, in Cayce, SC and these pages constitute a true and accurate transcription of same with the exception of the following amendments, additions, deletions or corrections:

<u>PAGE NO:</u>	<u>LINE NO:</u>	<u>CHANGE AND REASON FOR CHANGE</u>
<u>6</u>	<u>12</u>	<u>Change "new" to "human"</u>
<u>12</u>	<u>22</u>	<u>Change "that" to "with what Jim said."</u>
<u>23</u>	<u>10-15</u>	<u>I did not ask this question</u>

I declare that I have read my statements and that it is true and correct subject to any changes in the form or substance entered here.

Date: 4/25/2018 Witness: [Redacted]

APPEARANCES:

RICHARD HIPSKIND, Investigator in Charge
National Transportation Safety Board

RYAN FRIGO, Operations and Safety
National Transportation Safety Board

STEVE AMMONS, Director of Train Handling Rules and
Practices
CSX Transportation

MARK PATTERSON, Executive Officer for Safety Operations
Federal Railroad Administration

THERESA IMPASTATO, Senior Director, System Safety
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SMART Transportation Division, National Safety Team

MARK LANDMAN, Esq.
(Counsel on behalf of Mr. Fox and Mr. Blair)

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I N T E R V I E W

1
2 MR. HIPSKIND: Good afternoon everybody. My name is Richard
3 Hipskind and I am the investigator in charge for NTSB for the
4 Cayce, South Carolina accident investigation.

5 We are here today on April 9, 2018 at Amtrak's 30th Street
6 Station in Philadelphia, Pennsylvania to conduct an interview with
7 Mr. Jim Blair and Mr. Jay Fox who both work for the National
8 Railroad Passenger Corporation, or Amtrak.

9 This interview is in conjunction with NTSB's investigation of
10 a head-on collision and derailment with injuries on February 4,
11 2018 at Cayce, South Carolina on CSX's Columbia Subdivision near
12 milepost 667.1 in Lexington County. The NTSB accident reference
13 number is RRD18MR003.

14 Before we begin our questioning and conversation with
15 Mr. Blair and Mr. Fox, can we go around the room and introduce
16 ourselves? Please speak clearly and loudly enough so that the
17 transcriptionist can record your name and representation. And I
18 will lead off and we'll go to my right.

19 Again, my name is Richard Hipskind. And the spelling of my
20 last name is H-I-P-S-K-I-N-D. I am the investigator in charge for
21 NTSB for this accident.

22 MR. CAMPBELL: Matt Campbell, C-A-M-P-B-E-L-L, SMART
23 Transportation Division, member of the National Safety Team.

24 MR. AMMONS: Steve Ammons, A-M-M-O-N-S, CSX Transportation,
25 director of train handling rules and practices.

1 MR. PATTERSON: Mark Patterson, P-A-T-T-E-R-S-O-N, Federal
2 Railroad Administration, Executive Officer for Safety Operations.

3 MS. IMPASTATO: Theresa Impastato, I-M-P-A-S-T-A-T-O, Amtrak,
4 Systems Safety.

5 MR. FRIGO: Ryan Frigo, F-R-I-G-O, NTSB, Operations and
6 System Safety.

7 MR. HIPSKIND: And Mr. Blair and Mr. Fox, if you'll put your
8 name in on the record?

9 MR. BLAIR: Jim Blair, director of host railroads, Amtrak, B-
10 L-A-I-R.

11 MR. FOX: Jay Fox, senior director of host railroads, Amtrak,
12 F-O-X.

13 MR. HIPSKIND: Okay. And gentlemen, do we have your
14 permission to record our discussion, our interview, with you
15 today?

16 MR. BLAIR: Jim says yes.

17 MR. FOX: Jay says yes.

18 MR. HIPSKIND: Okay. And do either or both of you wish to
19 have a representative with you at this interview?

20 MR. BLAIR: Yes.

21 MR. FOX: Yes.

22 MR. HIPSKIND: And, Mark, would you please?

23 MR. LANDMAN: On behalf of the witnesses, Mark Landman,
24 L-A-N-D-M-A-N.

25 INTERVIEW OF JIM BLAIR AND JAY FOX

1 MR. HIPSKIND: Okay. And, gentlemen, as I explained earlier,
2 we want to get a little bit about your work history and if you can
3 give me a short synopsis of your work history and bring me up to
4 your present job. And let's remember, we need to announce who
5 we're talking to, so Jay, can you go first?

6 MR. FOX: Sure. This is Jay. My professional history, I
7 graduated law school in 1989, was in private practice through
8 2000. 2000 to 2001 I was a principal in an export management
9 company. In 2001, I joined the United States Department of
10 Transportation with the Federal Aviation Administration. I was
11 based at the FAA Technical Center. I was agency counsel. I also
12 held the position of director of new capital strategies there as
13 well as a management program analyst.

14 In 2010, I went to the Federal Transit Administration, also
15 with USDOT and I was regional counsel there as well as
16 approximately 6 months as acting assistant chief counsel. And
17 then I came here, I believe, May 30, 2017 as a senior director,
18 the position I hold today.

19 MR. HIPSKIND: Thank you. I was remiss. I didn't ask you,
20 you gentlemen mind if we proceed on a first-name basis?

21 MR. BLAIR: Jim says yes.

22 MR. FOX: Jay says yes.

23 MR. HIPSKIND: Well, Jim, give us a little bit about your
24 background then.

25 MR. BLAIR: This is Jim Blair. I began with General Motors

1 in 1984. Worked there several years then went to work for
2 Consolidated Rail Corporation here in Philadelphia. Worked there
3 11½ years, then went to work at Arribi Associates (ph.), a
4 consulting firm which was then acquired and then acquired again,
5 and joined Amtrak 10 years ago. I've been with the Host Railroads
6 Group since joining Amtrak 10 years ago and currently serve as the
7 director of host railroads.

8 MR. HIPSKIND: Okay. And, gentlemen, I -- each question we
9 ask, I'll be directing it to both of you and whichever one wants
10 to chime in first, that's fine with me. And in general, I do want
11 to put in the record that we're here for information only. We
12 just, we want to know a lot more at the end of the interview about
13 host railroad, host railroad agreements, legislative mandates that
14 requires some of that, and in general we just want to know how
15 well everybody plays in the sandbox. At the end of the day,
16 that's kind of what we're trying to understand. Okay?

17 So help us to understand what a host railroad agreement is
18 and how it comes about and what it is meant to do. So I know
19 that's a three-part question. Either one of you'd like to
20 respond?

21 MR. FOX: This is Jay. I'm going to defer to Jim. He's got
22 10 years history here. I'll let him go and if there's any
23 particular things you have for me during the interview, I'll
24 answer as well, so --

25 MR. HIPSKIND: Works for me.

1 MR. BLAIR: Host railroad agreements primarily are operating
2 agreements. They govern the business relationship between Amtrak
3 and the host railroad, the services we purchase and a variety of
4 other factors that deal with that relationship. That was the
5 first part of the question. What was the second part of the
6 question?

7 MR. HIPSKIND: The second part was how do they come about?
8 In other words, is there a legislative mandate that requires them?
9 And then, what is the host railroad agreement meant to do?

10 MR. BLAIR: So let me answer the third part of the question
11 first. It is meant to govern the basic business relationship
12 between Amtrak and the railroad that we operate over. There is a
13 provision statute that enables Amtrak to engage in making
14 agreements with host railroads and we usually try to reach
15 voluntary agreements with our host railroads wherever we can. So
16 there's a statutory backdrop, but it's a negotiation.

17 MR. HIPSKIND: Okay. Should I think of the statutory
18 backdrop as something that is FRA regulatory related, or is it
19 something different?

20 MR. FOX: This is Jay. It's not FRA regulated. It's
21 actually, it's in the statute 49 U.S.C 24308, is what provides for
22 the operating agreement.

23 MR. HIPSKIND: Okay. And can you perhaps get that into
24 layman's terms? What does it tell you that you have to do?

25 MR. FOX: Well, I would have to have the statute in front of

1 me, but it provides for an agreement that sets forth terms and
2 conditions of the business relationship between the host and
3 Amtrak.

4 MR. HIPSKIND: So pretty much what Jim just said?

5 MR. FOX: That's correct.

6 MR. HIPSKIND: Okay. Jim knows that (indiscernible).

7 All right. And so, how long are these -- how long has this
8 statutory thing, how long have host railroad agreements been
9 around?

10 MR. BLAIR: I believe since the formation of Amtrak in 1971.

11 MR. FOX: Yeah. I don't know whether it was codified in
12 24308 at the time, but it's been that since that time.

13 MR. HIPSKIND: Okay. And does Amtrak, do you have host
14 railroad agreements for freight railroads that operate on your
15 property? And is it the same thing or is it something different?

16 MR. BLAIR: This is Jim. Yes, we do have agreements for
17 freight railroads that operate on Amtrak also. We call those
18 operating agreements, though.

19 MR. HIPSKIND: And the railroads would call those host
20 railroad agreements, from their perspective, that they have with
21 you?

22 MR. BLAIR: They might. We generally -- we both refer to
23 them as operating agreements.

24 MR. HIPSKIND: Okay.

25 MR. BLAIR: This is Jim Blair.

1 MR. HIPSKIND: All right. And so, I just -- to clarify, FRA
2 doesn't have anything to do with this topic about host railroad
3 agreements? They don't come in and audit anything? They don't ask
4 any questions? You don't ever see any FRA regulatory inspectors
5 on this subject matter?

6 MR. FOX: We do not see any FRA regulatory inspections on the
7 subject matter.

8 MR. HIPSKIND: Well, Jim, for you, in 10 years, you haven't
9 seen them?

10 MR. BLAIR: In ten years I have not seen them.

11 MR. HIPSKIND: Okay. All right. So don't put too much
12 emphasis on this, but how are the host railroad agreements, how
13 are they enforced? If Amtrak departs from a host railroad
14 agreement that you have with freight railroads or freight
15 railroads kind of depart from the operating, how do you get back
16 on the same path if things aren't going well?

17 MR. BLAIR: This is Jim Blair. The agreements contain
18 dispute resolution provisions.

19 MR. HIPSKIND: Okay. How often do you use those? Is that
20 something that -- is that a tool or an option that you guys use on
21 a regular basis or is that infrequently used?

22 MR. BLAIR: Infrequently used.

23 MR. HIPSKIND: Okay.

24 MR. BLAIR: This is Jim Blair.

25 MR. HIPSKIND: Can you, Jim, it might be helpful if you would

1 cite me an example of maybe something where it's been in dispute
2 and you've had to resolve.

3 MR. BLAIR: Several years ago, we had a dispute with one of
4 our host railroads in terms of the number of slow orders on the
5 property and we had sought an arbitration, filed an arbitration
6 with them. They made, they took corrective action before it came
7 to arbitration.

8 MR. HIPSKIND: So they most likely probably went out and
9 repaired the track?

10 MR. BLAIR: Yes, sir.

11 MR. HIPSKIND: And is it fair for me to say maybe at issue
12 was the on-time performance because they were slowing down getting
13 from A to B?

14 MR. BLAIR: This is Jim Blair. Yes, sir.

15 MR. HIPSKIND: Okay. All right. Okay. How does safety or
16 safe railroad operations play a part of these host railroad
17 agreements?

18 MR. BLAIR: It's generally contained -- this is Jim Blair.
19 The safety elements are generally contained in one provision of
20 most of the agreements that outlines that Amtrak trains are
21 subject to the direction and control of the host railroad.

22 MR. HIPSKIND: Layman's terms, they call the shots?

23 MR. BLAIR: Your phrase, not mine, sir.

24 MR. HIPSKIND: Okay. Well, it's not too far off the
25 bullseye, though, I take it? All right.

1 Ryan, I'll let you ask the question about 270 when it gets
2 around to you.

3 Okay. What makes a host railroad agreement a good procedure
4 for Amtrak?

5 MR. BLAIR: This is Jim Blair. I think Amtrak's general
6 principle is we would like to have a good relationship with the
7 railroads that we operate over and the agreements allow us to
8 reach voluntary terms and conditions with respect to each of those
9 railroads.

10 MR. HIPSKIND: Okay. The voluntary agreement, that's the
11 thing that you're trying to secure with the host railroad; is that
12 correct?

13 MR. BLAIR: Yes, sir. This is Jim Blair.

14 MR. HIPSKIND: Okay. So there's a certain level of, hey,
15 we're going to operate on your railroad with passenger trains and
16 here's an expectation about how we want that operation to go?

17 MR. BLAIR: Yes.

18 MR. HIPSKIND: Okay. But they still hold all the cards?

19 MR. BLAIR: I don't know that I would phrase it that way.
20 This is Jim Blair. Again, there is the statutory backdrop of what
21 Amtrak's rights are to operate on railroads around the country.

22 MR. FOX: This is Jay, and I would agree with that.
23 That's -- I mean, it's you have an operating agreement and you
24 have statutory requirements. So it's a combination of both.

25 MR. HIPSKIND: Okay. So it's fair to say that the host

1 railroad has certain expectations that they know that they have to
2 meet, too?

3 MR. BLAIR: Yes, sir. This is Jim Blair.

4 MR. HIPSKIND: Okay. Does Amtrak have host railroad
5 agreements with Canadian railroads?

6 MR. BLAIR: Yes.

7 MR. HIPSKIND: Albeit, there's just, I think, just one
8 railroad and it's a short stretch of track or something?

9 MR. BLAIR: We have -- this is Jim Blair. We do have an
10 agreement with Canadian Pacific and with Canadian National, both
11 of which are Canadian corporations.

12 MR. HIPSKIND: Okay. Everything that we've talked about thus
13 far, do those agreements operate pretty much just like they do at
14 the U.S. railroads? I mean, there's nothing different because
15 it's a Canadian railroad, is there?

16 MR. BLAIR: No. Again, this is Jim Blair. They generally
17 cover operations in the U.S. with very small extensions that we
18 have into Canada.

19 MR. HIPSKIND: Okay. Do host railroads -- do host railroad
20 agreements, do they get granular enough with safety that you share
21 each railroad's method about how they're going to achieve safety
22 on that particular railroad? I mean, is there -- if another
23 railroad has, say, a safety management system or a plan or a
24 procedure, do you guys exchange -- is that part of the host
25 railroad agreement or that has nothing to do with the host

1 railroad agreement?

2 MR. FOX: This is Jay. I would say that it has nothing to do
3 with the host railroad agreement. It's -- you would have a
4 general provision, as Jim said before, but there's no exchange of
5 safety management systems that I'm aware of.

6 MR. BLAIR: This is Jim Blair. I would agree --

7 MR. HIPSKIND: Okay.

8 MR. BLAIR: -- with Jay.

9 MR. HIPSKIND: Understood. That's all the introductory
10 questions I have. And thank you, gentlemen, for that.

11 And, let's see, Mark, I think I'm going to hand it off to you
12 if you're ready?

13 MR. PATTERSON: I don't have a question right now. Thank
14 you.

15 MR. HIPSKIND: Matt, we're over quickly to you?

16 MR. CAMPBELL: I don't have a question right now.

17 MR. AMMONS: Steve Ammons, CSX, no questions.

18 MR. HIPSKIND: And Theresa?

19 MS. IMPASTATO: No questions at this time.

20 MR. FRIGO: Let me -- this is Ryan Frigo with NTSB. And let
21 me apologize if I ask questions that might sound similar to what
22 my colleague has already asked. Can you just give me a little bit
23 more information about the framework for operations that's --
24 whether it's a mandate or, what's outlined in that authorizing
25 legislation going back to the '70s? What and where does Amtrak

1 have to operate, according to statute?

2 MR. LANDMAN: Just -- no, but I think it's -- I don't know if
3 either one of them is qualified to interpret the statute. So it's
4 some, but if you want their understanding --

5 MR. FRIGO: That's fine.

6 MR. LANDMAN: -- of what rights you think we have under
7 statute --

8 MR. FOX: That's a pretty big question. It's a pretty big
9 statute. I mean, I think you're -- this is Jay. We have a right
10 of access. We -- there's a layout for cost, which is we're
11 responsible for incremental costs on the line. There are
12 provisions to handle emergency services. So, I mean, if you look
13 at 24308, it pretty much lays out all that as well as a right of
14 preference over freight transportation. So all that is, that's
15 the statutory framework and within that is the operating agreement
16 that we have with the hosts themselves.

17 MR. FRIGO: Is there any specificity to provide certain long-
18 distance services to certain locations? Is that part of that
19 statute as well?

20 MR. BLAIR: This is Jim Blair. I believe, in pre-op
21 requirements that Amtrak evaluate certain corridors, but I don't
22 believe there's any requirement to operate.

23 MR. FOX: The requirement -- yeah, this is Jay. There are
24 requirements for discontinuance, so -- but, I don't, yeah, I don't
25 think that there is anywhere laid out in the statute that I can

1 recall where it says you have to have service from point A to
2 point B.

3 MR. FRIGO: And in between.

4 MR. FOX: And in between, right.

5 MR. FRIGO: Okay.

6 MR. FOX: I mean, it's understood by its (indiscernible), by
7 those goals that, you know, we're a national railroad, that's what
8 we're providing, service, intercity service. In fact, there's a
9 difference between what's transit and what's intercity in terms of
10 its funding, so --

11 MR. FRIGO: Absolutely. Yeah, I'm just trying to get at,
12 again, at some of the history as to, you know, maybe why Amtrak
13 serves some of the locations that it serves on long distance
14 routes. And, I mean, the corridors are pretty easy to understand
15 why intercity service exists, but, you know, it's -- again, you
16 have to understand that a lot of people take a look at these
17 transcripts with the work that we do, so sometimes we ask these
18 questions to just explain a little bit more about that framework.
19 So it is helpful to -- I'm just curious, a little bit more about
20 the -- are you familiar with the, to dissolve service, what would
21 that require? Is there a --

22 MR. FOX: I missed the word you said.

23 UNIDENTIFIED SPEAKER: Dissolve.

24 MR. FRIGO: To dissolve service.

25 MR. FOX: Oh, discontinue service.

1 MR. FRIGO: Discontinue service, yeah. What would be a
2 requirement that would have to be followed in order to discontinue
3 service? If you're familiar with --

4 MR. FOX: So this is Jay. I don't have the statute in front
5 of me. I would feel really uncomfortable laying it out. And I
6 know that there's actually -- the term itself is confused, is not
7 defined in it, so I think -- I would feel hesitant speaking to
8 that since, one, I'm not counsel here at Amtrak and, two, I don't
9 know it --

10 MR. FRIGO: Not a problem.

11 MR. FOX: -- (indiscernible) by memory.

12 MR. FRIGO: Okay. So I'll try it again. You have to -- you
13 know, you're helping me understand a lot more about how these
14 agreements exist and in my mind that's, you know, helping me
15 understand why Amtrak might operate where it does.

16 MR. FOX: Okay.

17 MR. FRIGO: So is there anything specific in the agreements
18 that outline the communication requirements or strategies between
19 Amtrak and any of the hosts? And what I mean by that is
20 communicating of operational information, whether it's through
21 bulletins or whether it's through long-term look-aheads on any
22 significant infrastructure work that would occur on host, is there
23 anything specific in the agreements that would speak to that area?

24 MR. BLAIR: This is Jim Blair. The agreements are very --
25 have very general provisions of cooperation and commitments by the

1 parties to cooperate. The kinds of issues you raise generally are
2 dealt with either at the field level or -- field operations level.

3 MR. FRIGO: With your 10 years of experience, are you fairly
4 confident that the field level is able to have those
5 communications to -- well, are you confident that those
6 conversations occur, that that communication happens?

7 MR. BLAIR: This is Jim Blair. Yes. I believe those
8 conversations occur. From my experience, I -- we've participated
9 on calls that relate to some of those issues periodically when
10 they do deal with operating agreement issues or when there may be
11 a concern that it would deal with an operating agreement issue.
12 So we do know those calls take place.

13 MR. FRIGO: Can you give me an example of something that you
14 can recall?

15 MR. BLAIR: We have an individual that coordinates with host
16 railroads for track maintenance, one of the things you raised,
17 and, you know, he talks regularly with the host railroads about
18 what plans they have, what tracks will be out of service, or what
19 windows of maintenance they may need.

20 MR. FRIGO: And is that individual part of your group, part
21 of the Host Railroad Group, or is that someone from a different
22 department at Amtrak?

23 MR. BLAIR: It's operations.

24 MR. FRIGO: It's from operations?

25 MR. BLAIR: System operations.

1 MR. FRIGO: Okay. And essentially what is the role of that
2 individual? I know you mentioned it's almost as if they're
3 coordinating the aspect of it?

4 MR. BLAIR: Yeah. I'd probably let that individual better
5 describe his own role, but we point host railroads with
6 maintenance projects to that individual in the company for
7 coordination.

8 MR. FRIGO: Okay. And I know Dick mentioned the question
9 earlier about safety being integrated in with the agreements and I
10 wasn't really clear on the response. But is safety explicitly
11 mentioned in any of the host railroad agreements?

12 MR. BLAIR: I can't recall that it is.

13 MR. FOX: I'm trying to think if it, whether there's a term
14 that says --

15 UNIDENTIFIED SPEAKER: (Indiscernible)

16 MR. FOX: Yeah. I don't know, Mark, if you want to --

17 MR. LANDMAN: Yeah.

18 MR. FOX: -- address this?

19 MR. LANDMAN: I think that basically safety is governed --
20 this is Mark Landman, counsel for the witnesses -- that is,
21 there's reference to current operating rules and safety rules, in
22 that Amtrak is subject to the operating and safety rules of those
23 railroad, and vice versa. Is that what you're getting at?

24 MR. FRIGO: Yeah. And my follow-up to that would be is, does
25 it limit, is that the limit -- does that establish a limitation on

1 that involvement at just the operating rule level, or within the
2 agreements would Amtrak have the ability to request from the host
3 above and beyond the operating rule?

4 MR. BLAIR: Are you asking -- this is Jim Blair. Are you
5 asking could Amtrak request a safety protocol different than what
6 the host would do on their railroad for our train or for their
7 trains?

8 MR. FRIGO: For Amtrak trains.

9 MR. BLAIR: I don't believe there's anything that would
10 preclude it in it.

11 MR. FOX: This is Jay. I agree. I don't know if there's
12 anything that's, you know, proactive there, but I bet there's no
13 reason why we couldn't make that ask.

14 MR. FRIGO: Okay. And, Jim, in your 10 years of experience,
15 are you familiar with Amtrak ever making that type of request to a
16 host railroad?

17 MR. BLAIR: We have talked about it, but I -- since we
18 wouldn't, I wouldn't be the one doing the request, I don't know
19 whether there was any, there were any requests.

20 MR. FRIGO: Let me rephrase the question a little bit. Have
21 you ever been approached from the perspective of, as being the
22 manager or the expert on the agreement, have you been approached
23 by any of the operating departments to --

24 MR. BLAIR: An Amtrak operating department?

25 MR. FRIGO: -- Amtrak operating department to see if there

1 was any tools or anything within the agreement that would allow an
2 Amtrak operating department to make a safety request at a host?

3 MR. BLAIR: Yes.

4 MR. FRIGO: And can you talk to that, what you can recall?

5 MR. BLAIR: I was asked whether or not Amtrak could request a
6 different operations protocol on a host railroad, whether the
7 operating agreement would permit that.

8 MR. FRIGO: Okay. Can you recall what the outcome of that
9 approach to that host was?

10 MR. BLAIR: I told them I didn't think the operating
11 agreement would preclude that -- again, this is Jim Blair -- and
12 that if they wanted to do that, they should reach out to the host
13 to discuss what they would like to implement.

14 MR. FRIGO: Do you know if they were successful or not?

15 MR. BLAIR: I don't know.

16 MR. FRIGO: Okay.

17 MR. BLAIR: I don't know.

18 MR. FRIGO: That's okay. I understand. Would you
19 characterize that, this example that we've been talking about for
20 the past minute, as a frequent -- does it occur frequently? Is
21 this maybe once or twice a quarter? Is this maybe once or twice
22 in your tenure?

23 MR. BLAIR: Once or twice in my tenure.

24 MR. FRIGO: Okay. All right. Thank you. Thank you for
25 that. Now the -- is there anything specific within the host

1 railroads, the host railroad agreements as it relates to the
2 implementation of positive train control?

3 MR. BLAIR: Could you ask the question again? Sorry. Do I
4 know --

5 MR. FRIGO: No, that's fine.

6 MR. BLAIR: -- was there anything --

7 MR. FRIGO: Specific in the agreements as it relates to that
8 host implementing positive train control?

9 MR. BLAIR: Positive train control is mentioned in very few
10 agreements. I can think of one which just, which indicates who is
11 responsible for which portion of implementation in wayside versus
12 locomotive.

13 MR. FRIGO: Okay.

14 MR. BLAIR: And as Amtrak being the tenant, we would be
15 responsible for equipping our locomotives to operate on their
16 wayside PTC.

17 MR. FRIGO: Okay. And now, I just want to throw it to the
18 example of Amtrak being the host and a tenant coming onto Amtrak.
19 Is there anything in those agreements that the host would have an
20 obligation from Amtrak to do something related to PTC?

21 MR. BLAIR: This is Jim Blair. For the agreements with
22 freights operating on Amtrak property, there is a provision very
23 similar to what we have in our operating agreements where Amtrak
24 operates on a host railroad, that requires them to comply with our
25 operating rules and procedures. So if we have a safety protocol,

1 they would be required to comply with that under the terms of the
2 operating agreement.

3 MR. FRIGO: Okay. And are you aware of any host railroad
4 ever contacting Amtrak to request something above and beyond the
5 operating rules for their equipment?

6 MR. BLAIR: I am not aware. But that request would probably
7 not come through me anyway.

8 MR. FRIGO: Okay.

9 MR. BLAIR: This is Jim Blair.

10 MR. FOX: Thank you for that. But I just, I do want to kind
11 of go back to the example with Canada. Is there anything specific
12 in the agreement -- well, it would be either CN or CP, right, from
13 Rensselaer Point up to Montreal? Do you know, is there anything
14 specific in that agreement as it relates to the Canadian
15 requirements for the safety management system?

16 MR. BLAIR: This is Jim Blair. There is not, that I'm aware
17 of, in the agreement at all, any mention of a safety management
18 system.

19 MR. FRIGO: Okay. Do -- and I think you mentioned for Dick
20 before that the agreements with the Canadian railroads are very
21 close to the agreements for the United States Class I's. Is that
22 an accurate --

23 MR. BLAIR: Our agreements with the Canadian railroads are,
24 yes, nearly identical to our agreements with the U.S. based Class
25 I's.

1 MR. FRIGO: U.S. based Class I's. And for that segment that
2 I referenced in Canada, in Quebec, is there anything you -- is
3 that a separate agreement; is that a part of an existing
4 agreement?

5 MR. BLAIR: It is a separate agreement.

6 MR. FRIGO: It is a separate agreement. Is there anything
7 unique with that agreement because it's not with a U.S. based, you
8 know, the Canadian subsidiary or -- do you know, understand what
9 I'm getting at? It's --

10 MR. BLAIR: It is not dissimilar to agreements of that
11 vintage in the U.S.

12 MR. FRIGO: Okay. And when I think of the age of some of
13 these agreements, I mean, is there an average -- are they, I mean,
14 are we talking as old as myself? I mean, are we -- I mean, how
15 far back --

16 MR. BLAIR: I don't want to guess how old you are.

17 MR. FRIGO: How far back are we going? I mean, it's -- I
18 threw it out there, so it's -- I mean, are we talking --

19 MR. BLAIR: We have some agreements from the 1980s.

20 MR. FRIGO: Okay. And is there an internal expectation at
21 Amtrak to revisit these, some of these agreements on a annual
22 basis or along some interval, time interval?

23 MR. BLAIR: Most of our agreements -- this is Jim Blair.
24 Most of our agreements are amended periodically to update them as
25 conditions change. So even agreements from the '80s can continue

1 to serve Amtrak well, if the -- you know, if conditions change and
2 they need to be amended.

3 MR. FRIGO: What -- can you give me an example of some of
4 those conditions that might change?

5 MR. LANDMAN: Just, if, maybe if you could think of an
6 amendment rather than speculating about the future, an amendment
7 they you've done because of changed conditions?

8 MR. BLAIR: We, for example, when Amtrak was moving to the
9 Point Defiance Bypass, we amended our operating agreement with the
10 existing host railroad to take out that section from the
11 operation, that they would, we would no longer be operating on
12 their territory when we diverted over the Point Defiance Bypass.

13 MR. FRIGO: Just for more specificity, what railroad were you
14 moving from and what railroad were you moving to in that example?

15 MR. BLAIR: We were moving off of BN Santa Fe's Seattle
16 Subdivision onto the Lakewood Subdivision of Sound Transit.

17 MR. FRIGO: So that agreement is with Sound Transit?

18 MR. BLAIR: We have an agreement with Sound Transit and we
19 have an agreement with BN Santa Fe.

20 MR. FRIGO: Is there any agreement with WSDOT specifically in
21 that area?

22 MR. BLAIR: An operating agreement?

23 MR. FRIGO: Or a host operating agreement with Washington
24 DOT?

25 MR. BLAIR: There is not a host operating -- there is not a

1 host operating agreement with Washington DOT.

2 MR. FRIGO: It's with Sound Transit?

3 MR. BLAIR: Yes, sir.

4 MR. FRIGO: Thank you.

5 MR. BLAIR: This is Jim Blair.

6 MR. FRIGO: I appreciate that. Thank you.

7 I got more for you. Has there been any significant action by
8 the Surface Transportation Board that has impacted any of the
9 agreements that are in place?

10 MR. BLAIR: I have not -- this is Jim Blair. I have not been
11 a part of any action by the STB. We are currently pursuing a case
12 at the STB.

13 MR. FOX: This is Jay. But it's -- and it's currently in
14 litigation.

15 MR. FRIGO: Right. Okay. I don't have any further
16 questions.

17 MR. HIPSKIND: Well, I know you do, Ryan, I'm just going to
18 spell you for a little while.

19 Well, gentlemen, our conversation has been informative but I
20 want to just get back to just basic stuff. How big, how many
21 pages is a host railroad agreement? Is it half a pound, pound, 10
22 pounds of paper? Let's start to kind of visualize, what are we
23 talking about here? Do they differ?

24 MR. FOX: This is Jay. They do differ. I mean, you have
25 agreements that are, you know, with all of the appendices and all

1 the amendments, you know, 100 pages.

2 MR. HIPSKIND: That's the smaller variety, right?

3 MR. FOX: I wouldn't say that was a smaller variety, but I
4 believe I'll leave it to Jim to see if he has any larger examples
5 that over -- (indiscernible) pages.

6 MR. BLAIR: This is Jim Blair. That's probably the larger
7 example. We do have some that are much shorter. There is a --
8 there is some correlation between the amount of territory that's
9 covered and the size of the agreement.

10 MR. HIPSKIND: And one thing that would make a host railroad
11 agreement larger in page numbers would be if you're just on a
12 small segment of railroad that's 50 miles, smaller number of pages
13 for the agreement, and if you're on a Class I railroad and you're
14 operating over 2500 miles, bigger agreement. Correct?

15 MR. BLAIR: Yes, sir.

16 MR. HIPSKIND: All right. Well, how should I think about --
17 are there a lot of similarities in the wording and the structure
18 of a host railroad agreement and is it a matter of just changing
19 the name of the railroad and some other things but the basic,
20 fundamentals of the host railroad agreements are very similar?
21 Should I understand it that way or is there a different way I
22 should understand that?

23 MR. FOX: Well, this is Jay. They're similar. I wouldn't
24 consider them form documents at all. They're negotiated with each
25 host. There are differences in a number of the terms and

1 conditions, but, I mean, there's -- for the most part, it's a
2 similar structure.

3 MR. BLAIR: And this is Jim. I agree. We try to keep a very
4 similar structure with each of the agreements.

5 MR. HIPSKIND: There's a -- I'm envisioning that there's a
6 necessary list, a minimum list of things that you know that you
7 have to have for this whole host of railroad agreement to work
8 out. And my vision is, they're going to be captured in every host
9 railroad agreement, but to tailor it for different host railroads
10 that you're on, yes, to that extent, the host railroad agreement
11 would change. Am I close to having that right?

12 MR. FOX: That's correct. This is Jay.

13 MR. BLAIR: This is Jim. That's mostly correct, yes.

14 MR. HIPSKIND: Okay. And when we talk about appendices, how
15 should I understand that? That would include what? The track
16 charge or timetables or other -- how would you characterize those?

17 MR. FOX: This is Jay. Examples of those items could be
18 contained in an appendix, could define real property relationships
19 in the appendix. I mean, there's, you know, to the extent that
20 there are materials and terms that would not necessarily be part
21 of the operating agreement itself, they're oftentimes referenced
22 in an appendix.

23 MR. HIPSKIND: Okay. Are there any portions of these host
24 railroad agreements that stipulate some expectation of on-time
25 performance?

1 MR. BLAIR: Yes. This is Jim. Yes.

2 MR. HIPSKIND: Okay. And are there any incentives or
3 penalties for, if they do it or they don't do it or you're not
4 getting people from A to B in a reasonable amount of time?

5 MR. FOX: This is Jay. Actually, penalties are required by
6 statute. And many of the agreements have incentives and penalties
7 provisions and they differ by host depending on how they were
8 negotiated.

9 MR. HIPSKIND: Okay. And how are those resolved? I know you
10 mentioned that you brought that to the attention of one host
11 railroad and talked about the slow orders and got them to make
12 some commitments and I think things improved. But just in the
13 normal operation of things -- let me give you a different example.
14 Well, it's not a matter of slow orders, they just decide to put
15 you in a siding, and the host railroad's a freight railroad and
16 they want to run a lot of trains and you don't get to be on time.
17 You're an hour late or you're 2 hours late, and that keeps
18 happening just time after time after time.

19 How do you go about resolving those kinds of issues? Is that
20 something that is provided for in the host railroad agreement?

21 MR. BLAIR: This is Jim. The same dispute resolution
22 provisions apply to all the terms of the agreement, but we find
23 the incentive and penalty systems to be a heads up way for the
24 railroad to get immediate feedback on those performance choices.
25 They lay penalties when trains run poorly, they get incentives

1 when trains run --

2 MR. HIPSKIND: Well, don't take this the wrong way, but maybe
3 a freight railroad might say it's worth the penalty. I'll stick
4 him in the siding; I'm making more money on the freight. Is that
5 a unreasonable real-world scenario?

6 MR. BLAIR: This is Jim. Oh -- go ahead.

7 MR. FOX: I was going to say -- this is Jay. I think based
8 on the performance that we have seen, that would be a reasonable
9 conclusion. I mean, I can't speak for the freight railroads.
10 They make whatever business decisions they're making that might
11 affect performance, but one could look at the performance and say
12 that that's a potential conclusion.

13 MR. HIPSKIND: Would you agree with that, Jim?

14 MR. BLAIR: I agree with that.

15 MR. HIPSKIND: Okay. One thing I ran across in prepping for
16 this interview, *Progressive Railroading* is a magazine, and one of
17 their headline articles was that Amtrak had put out a report card.
18 And the report card assigned a letter grade to I'm going to say
19 most of the host railroads, and some grades were good and some
20 were not so good. It was a broad spectrum. I want to ask, is
21 that a function of the department that you guys work in? Do you
22 come up with those report card grades?

23 MR. FOX: This is Jay.

24 MR. HIPSKIND: Do you know the article I'm talking about?

25 MR. FOX: No, I haven't seen the article, but I know those

1 grades. I think the grades were (indiscernible). The data metric
2 used for those grades is something that the Host Railroads Group
3 is responsible for, the performance division. And that's the
4 total host responsible delays.

5 MR. HIPSKIND: Yeah, it was centered around delays and the
6 more delay minutes you had accumulated on a particular railroad,
7 the worse the grade was.

8 MR. FOX: Right.

9 MR. HIPSKIND: Okay. All right. Those are all the questions
10 I have for right now. Oh, I -- wait a minute, just -- so how many
11 host railroad agreements are we talking about?

12 MR. FOX: I believe we have 28 right now.

13 MR. HIPSKIND: Yeah. I knew it wasn't a large number, but
14 it's everybody you operate on, whether it's 2 miles or 2,000
15 miles, you have an operating -- a host railroad agreement.

16 UNIDENTIFIED SPEAKER: I never thought of 28 as a small
17 number but --

18 MR. HIPSKIND: Well --

19 UNIDENTIFIED SPEAKER: Thank you.

20 MR. HIPSKIND: Yeah, trust me. I've seen the full list. I
21 knew it wasn't a huge number. But it's everywhere -- and one of
22 the examples I used was a short segment of track. There are
23 transfer segments of railroad in certain large cities and you have
24 host railroad agreements even if it's just a few miles.

25 UNIDENTIFIED SPEAKER: Yes, sir, (indiscernible) point.

1 UNIDENTIFIED SPEAKER: That's for the railroads where Amtrak
2 is hosted.

3 MR. HIPSKIND Exactly. Exactly. I don't want -- yeah,
4 thank you for that clarification.

5 MR. HIPSKIND: Mark, I'm going to pass it back to you now.

6 MR. PATTERSON: This is Mark Patterson, Federal Railroad
7 Administration. You indicated that the operating agreements don't
8 preclude, you know, local or division level communications with
9 the host railroad to perhaps modify an operating rule or perhaps
10 get relief from one or some type of change there. So I'm just
11 curious if they do that, then what's the mechanism for formalizing
12 or codifying that for the record or communicating that within
13 Amtrak for visibility?

14 MR. BLAIR: I'll bite. This is Jim Blair. I'd like to
15 clarify that. I don't think there is any kind of a local, we
16 would seek a local waiver or a lessening of a safety rule. I
17 think the question was whether or not Amtrak could seek a more
18 restrictive rule.

19 MR. PATTERSON: Or a change in some way.

20 MR. BLAIR: So with that as a backdrop, your questions was?

21 MR. PATTERSON: If that were to take place, given that it's
22 not part of the operating agreement, is there some other mechanism
23 in place that would somehow codify or formalize that modification,
24 and then is there some way that that's communicated within Amtrak
25 to anyone else that should be aware of it?

1 MR. BLAIR: I can only say it's not our group.

2 MR. PATTERSON: Yeah. Okay. So it'd be the operating
3 department or something, you think?

4 MR. LANDMAN: Well, just --

5 MR. PATTERSON: Okay.

6 MR. LANDMAN: -- he's probably speculating at this point.

7 MR. FOX: Yeah.

8 MR. PATTERSON: All right. Thank you.

9 MR. HIPSKIND: Jay, did you have something to add?

10 MR. FOX: No. I would be making the same guess. It's just
11 not papered up by us.

12 MR. PATTERSON: Okay.

13 MR. FOX: So that would be the answer.

14 MR. PATTERSON: All right. Thank you. That's all.

15 MR. HIPSKIND: Thank you, Mark.

16 Matt?

17 MR. CAMPBELL: No, sir. No questions.

18 MR. HIPSKIND: Steve?

19 MR. AMMONS: No questions.

20 MR. HIPSKIND: Theresa?

21 MS. IMPASTATO: No questions.

22 MR. HIPSKIND: You guys have been consistent. Thank you for
23 that. And Ryan, I'm back to you.

24 MR. FRIGO: I'm going to stick with my consistency as well,
25 so --

1 MR. HIPSKIND: All right.

2 MR. FRIGO: Well, here, let me ask a few.

3 UNIDENTIFIED SPEAKER: I think that meant he had questions.

4 MR. FRIGO: Yeah, I do have some questions. So just on the
5 report card again. Were there any -- well, I've read the report
6 card. I enjoyed reading the report card. I found it interesting.
7 Are there any safety metrics that are available? Is there a
8 report card for safety of a host railroad?

9 MR. FOX: Well, it's -- okay, this is Jay. There are two
10 questions. There's no report card that I know of for safety.

11 And the initial question was, was if there was a metric for
12 that. There's not a metric included as part of the host railroad
13 report card that was issued. That was simply host railroad delays
14 was, is the sole metric there. And it just measured performance
15 and it is no different than the metric we actually had before. It
16 just a different way of communicating, you know, the stated
17 performance by the host.

18 MR. FRIGO: And that information, I guess, that's something
19 that you requested from the operating group before making the
20 report card?

21 MR. FOX: This is Jay. No, that information is gathered
22 through our electronic delay reporting system, which is -- the
23 conductors enter during any one particular train trip. So --

24 MR. FRIGO: Okay.

25 MR. FOX: Do you have anything to add?

1 MR. BLAIR: Nothing to add. Jim Blair.

2 MR. FRIGO: And then I just want to talk a little bit about
3 internal communications at Amtrak. Does the host railroad
4 group -- is there communications, ongoing communications with the
5 operating group or with the safety department? Were you part of
6 any regularly scheduled, whether it's a committee meeting or
7 executive level meetings?

8 MR. BLAIR: We -- this is Jim Blair. We discuss issues with
9 the operating departments frequently. Oftentimes they are
10 bringing things to us to ask for assistance with. Very seldom are
11 we engaged in safety-related communications.

12 MR. FRIGO: Okay. Have you ever been approached by the
13 safety department for any guidance or any -- seeking information
14 on any of the agreements?

15 MR. BLAIR: This is Jim. Yes, periodically I'll get a
16 question about how something in the agreement would affect
17 their -- something that they may want to do. The two example that
18 we discussed would be two.

19 MR. FRIGO: Okay. Thank you.

20 MR. HIPSKIND: As you can see, we're running out of
21 questions. So, but I've got kind of a personal question. I love
22 history. And I understand today we've talked about Amtrak from
23 it's inception and you established -- you made me a believer that
24 you have host railroad agreements and they cover the things that
25 you want them to cover. I get that. But help me to understand,

1 if you can, and just best guess, there wasn't always an Amtrak and
2 we had passenger railroads and they operated through the network
3 of the United States and it was a much larger network in the '40s,
4 '50s, '60s. Are you in agreement with what I've laid out so far?

5 MR. BLAIR: This is Jim. Yes.

6 MR. HIPSKIND: And Jay?

7 MR. FOX: This Jay. Yes.

8 MR. HIPSKIND: Okay. So what's your best guess, did those
9 railroads have host railroad agreements?

10 MR. BLAIR: Who would have been -- this is Jim. Who would
11 have been the host and who would have been the tenant in that
12 scenario?

13 MR. HIPSKIND: Well, you tell me. I'm a little confused at
14 how we got to host railroad, host railroad agreements. I
15 understand it was because of the formation of Amtrak, but is this
16 an animal, a document that we didn't have? Because if I was
17 offering passengers and I was the Pennsylvania Railroad, I didn't
18 need a host railroad agreement because it was my property?

19 MR. BLAIR: That makes sense to me. This is Jim Blair.

20 MR. FOX: This is Jay. It makes sense to me. I mean, you
21 know, you're talking about right of access. There was no
22 property; there was no right of access. I mean, it's their
23 property, they don't have to deal with access. Here, Amtrak has
24 to have a right of access or if somebody's coming on Amtrak's
25 property, they have to have a right of access. So therefore, you

1 have an operating agreement.

2 MR. HIPSKIND: Okay. And let me just revisit this in my mind
3 real quickly. So with the formation of Amtrak, it wasn't the FRA,
4 it wasn't the Surface Transportation Board, it was Congress who
5 came together and created a legislative mandate to have these host
6 railroad agreements? Not so?

7 MR. BLAIR: And again, I believe -- again, I'll only
8 speculate, but I believe it was USRA that was the agency that was
9 the facilitating agency for the formation of Amtrak.

10 MR. HIPSKIND: You'll have to help me out. USRA stands for?

11 MR. BLAIR: United States Railway Administration.

12 MR. HIPSKIND: Okay. That sounds an awful lot like FRA,
13 doesn't it?

14 UNIDENTIFIED SPEAKER: Off the record. Go off the record.

15 (Off the record.)

16 (On the record.)

17 MR. HIPSKIND: Okay, gentlemen. I think off record we have
18 got a better understanding of some historical context, the pre-
19 Amtrak into the Amtrak. And it's my understanding that both of
20 you gentlemen are not prepared to address that here today. Is
21 that correct?

22 MR. BLAIR: This is Jim. Yes.

23 MR. FOX: This is Jay. Yes.

24 MR. HIPSKIND: Okay. And for the group, are there any other
25 questions that anyone would like to ask?

1 MS. IMPASTATO: No.

2 UNIDENTIFIED SPEAKER: No.

3 MR. HIPSKIND: Hearing none, gentlemen, are you ready to do
4 the closeout portion?

5 MR. BLAIR: This is Jim. Yes, sir.

6 MR. FOX: This Jay. Yes.

7 MR. HIPSKIND: All right. Here are a few questions. I think
8 you're familiar with them. For both of you, is there anything
9 that you would like to add or change to any of our discussion here
10 today?

11 MR. FOX: This is Jay. Not that I can think of right now.

12 MR. BLAIR: This is Jim. No, sir.

13 MR. HIPSKIND: Okay. And are there any questions we should
14 have asked to understand the legislative mandates or host railroad
15 agreements better that we need to have asked but we did not ask?

16 MR. FOX: This is Jay. Not that I'm aware of.

17 MR. BLAIR: This is Jim. None that I can think of.

18 MR. HIPSKIND: Okay. And do you have any suggestions for
19 improvements that might help both Amtrak and the host railroad
20 regarding just host railroad agreements in general? That's about
21 as open ended as I can give it to you and shame on you if you
22 don't tell me what's on your mind.

23 MR. BLAIR: I -- this is Jim. I keep working on that every
24 day.

25 MR. HIPSKIND: Okay. Well, is -- Jim, is it getting better

1 or how should I understand that?

2 MR. BLAIR: I hope I am, I am making things better each day.

3 MR. HIPSKIND: All right. And is there anyone else who we
4 should have interviewed besides you two gentlemen?

5 MR. BLAIR: This is Jim. I do not think so with respect to
6 this issue.

7 MR. FOX: This is Jay. Not that I can think of.

8 MR. HIPSKIND: All right. Gentlemen, thank you so much for
9 your time and being here and cooperating with us on this. We
10 greatly appreciate your time and effort.

11 MR. BLAIR: Thank you.

12 MR. FOX: Thank you.

13 MR. HIPSKIND: Oh, one more thing. Mark, did you have any
14 other clarification for --

15 MARK LANDMAN: No.

16 MR. HIPSKIND: You're good?

17 MARK LANDMAN: I'm good.

18 MR. HIPSKIND: Okay. Thank you.

19 (Whereupon, the interview was concluded.)

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CERTIFICATE

This is to certify that the attached proceeding before the

NATIONAL TRANSPORTATION SAFETY BOARD


IN THE MATTER OF: COLLISION OF AMTRAK TRAIN #91 AND
 A STATIONARY CSX TRANSPORTATION
 TRAIN NEAR CAYCE, SOUTH CAROLINA
 February 4, 2018
 Interview of Jay Fox and Jim Blair

ACCIDENT NUMBER: RRD18MR003

PLACE: Philadelphia, Pennsylvania

DATE: April 9, 2018

was held according to the record, and that this is the original,
complete, true and accurate transcript which has been transcribed
to the best of my skill and ability.



Sharon A. Estes
Transcriber