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Commissioner / Commissaire

The Honourable / L'honorable
C. William Hourigan

VOLUME 17

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100 Thomas More Private
Second Floor Courtroom
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K1N 1E3

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+

OLRTC (Ottawa Light Rail Transit Group General Partnership)

+

RTM (Rideau Transit Maintenance General Partnership)

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STV

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Ottawa, Ontario

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--- Upon commencing on Wednesday, July 6, 2022, at 9:01 a.m.

THE REGISTRAR: The hearing is now resumed. The Honourable Justice Hourigan is presiding.

COMMISSIONER HOURIGAN: Good morning. Our first witness today is Richard France from Alstom. Are you there, sir?

MR. RICHARD FRANCE: Yes. Good morning.

COMMISSIONER HOURIGAN: All right. You will be asked some questions by various counsel today, but before we do that, we need to have you either swear to tell the truth or affirm to tell the truth. Which would you prefer?

MR. RICHARD FRANCE: Affirm, please.

COMMISSIONER HOURIGAN: Affirm? Hang on.

--- MR. RICHARD FRANCE, Sworn:

COMMISSIONER HOURIGAN: Thank you. The first lawyer to examine you will be Commission counsel, Mark Coombes.

Go ahead, Mr. Coombes.

MR. MARK COOMBES: Thank you, Mr. Commissioner.

--- EXAMINATION IN-CHIEF BY MR. MARK COOMBES:

MR. MARK COOMBES: Good morning, Mr. France.

MR. RICHARD FRANCE: Good morning.

MR. MARK COOMBES: My name is Mark Coombes. I'm counsel for the Commission and I'll be asking you some questions today about your role in Stage 1 of the Ottawa LRT Project. If we could just start by speaking a little bit about your background, if you can speak to us about your experience with Alstom and your other experience in rail projects.

MR. RICHARD FRANCE: Okay. So maybe I'll go a little bit before Alstom. So I studied mechanical engineering at McGill University and graduated in 2004. Then I left Canada, moved abroad. So my first professional position was with

1 Ford Motor Company designing diesel engines. Then, in 2007, I started with Alstom on
2 London Underground as a systems engineer covering most mechanical systems, so
3 doors, brakes, couplers, bogies. And then, after a couple of years, in 2011, I became
4 the Acting Engineering Manager for Jubilee Line with Alstom. Then, shortly after, we --
5 our contract concluded on the Underground and so I relocated to Dublin, Ireland where I
6 worked as -- initially as the Vehicle Engineering Manager. So that was in 2011 as well.

7 So then, in parallel, I was studying a master's in engineering
8 management. So I concluded that in 2014. And around the same time, I took over
9 responsibility for the infrastructure systems as well as the vehicles, so I became the
10 engineering manager for both vehicle and infrastructure in 2014. And then, in 2017, I
11 became the project manager in Ireland. Then, in 2019, I relocated to Ottawa and took
12 the position as project manager here on this project.

13 **MR. MARK COOMBES:** And that was in June of 2019, if I'm
14 correct?

15 **MR. RICHARD FRANCE:** Oh, yeah. I first came in June 2019,
16 yes.

17 **MR. MARK COOMBES:** Okay. And perhaps, for the benefit of the
18 Commission, you can compare the experience that you've had on your previous
19 projects with the Ottawa project. How were they similar? How were they different?

20 **MR. RICHARD FRANCE:** So the Ottawa project is very similar in
21 many respects to Dublin. So you have light rail transit vehicles. In Europe they call
22 them "trams"; here it's LRT. It's the Citadis vehicle that we had in Dublin. So it was
23 similar in that respect. We didn't have the same signalling system that you have in
24 Ottawa. That's more complex here in Ottawa. So we maintain the infrastructure as well
25 in Dublin and we're also doing that here in Ottawa, so it's very comparable in that
26 regard.

27 The system in Ottawa is a little more complex because they've got
28 complicated stations, whereas the tram systems in Europe tend to have platforms

1 where pedestrians can access the platform and board the trains. So there's that kind of
2 a difference. But generally, I would say, from the point of view of executing our
3 maintenance activities, there was quite a lot of comparables.

4 **MR. MARK COOMBES:** And those previous projects that you
5 have been involved with were not P3 projects; is that correct?

6 **MR. RICHARD FRANCE:** No. So that was unique to Ottawa.

7 **MR. MARK COOMBES:** And do you feel that the P3 structure in
8 Ottawa has created any unique challenges for Alstom as a maintainer?

9 **MR. RICHARD FRANCE:** So prior to my experience with Ottawa,
10 I'd say the P3 approach to financing a system is not something that I was very familiar
11 with, but in many respects, I would say that the financing model shouldn't necessarily
12 make a difference. You have a project, and the goal is to have trains in service, the
13 system operating, your ability to maintain it every day. Those kinds of objectives are the
14 same, irrespective of the financing model. I would say that I've come to learn that
15 perhaps the P3 model might lead to some differences in how the performance
16 mechanism and the performance requirements are executed, so that's been interesting.

17 **MR. MARK COOMBES:** All right. And since you've raised that,
18 perhaps you can expand a little bit on how you think the performance mechanisms are
19 different.

20 **MR. RICHARD FRANCE:** It's a little different. So Alstom's role
21 here on this system is we're a subcontractor to RTM, Rideau Transit Maintenance, and
22 ultimately, RTM organizationally is feeding up to RTG, and RTG has the contract with
23 the City for the system. So as a sub, the performance requirements flow down from the
24 City through RTG down onto RTM and then onto to Alstom, so there's sort of a
25 disconnect there in many respects between Alstom and our ability to engage directly
26 with the end client, which is the City. And that's created some challenges because had
27 we been able to communicate freely and directly with them, we might have been further
28 ahead in resolving some of the operational problems and potentially the commercial

1 aspects of the project as well.

2 **MR. MARK COOMBES:** And maybe you can expand on that a
3 little bit. Are you saying that the fact that RTM and RTG are in between Alstom and the
4 City -- does that create more difficulty in terms of paperwork, overhead? What is the
5 challenge there, if you could identify that for the Commission?

6 **MR. RICHARD FRANCE:** It's about understanding your
7 customers' requirements. So if you have a separate entity in between, you're adding a
8 layer of complexity in terms of understanding what those requirements are. And then
9 with any sort of thing that might come up, you've got to implement a change and it takes
10 time to go through that. So if you lose time trying to understand your end customers'
11 requirements, then progress is certainly slower.

12 **MR. MARK COOMBES:** I understand. Maybe we can move on
13 and just talk about your arrival on the Ottawa project in June of 2019.

14 When you joined the project, what was the lay of the land at that
15 time? What was happening in Ottawa?

16 **MR. RICHARD FRANCE:** My understanding at the time was the
17 date for when revenue service would happen wasn't really set. So the date had
18 previously been delayed and there wasn't really a visibility of when the actual starting
19 point for service would occur. So that was an unknown, and I think the perception of
20 many entities -- I'd say RTM and Alstom and potentially the City -- I can't necessarily
21 confirm in regard to the City because the direct link wasn't there, but I'd say that a lot of
22 entities thought that the date was going to get extended again.

23 So I arrived in Ottawa and I was asked to take a -- I was told that
24 my focus was to get us ready for service. That was the initial mandate, so I was asked
25 to look at the organization and, based on my experience, see if there was any changes
26 that were needed so that we were going to be better equipped to handle things when
27 we got into service.

28 So in review of the organization, I looked at the number of service

1 operators. So service operators are the staff that carry out the cleaning of the trains, as
2 well as do light servicing activities like filling sand. So I looked at those numbers and I
3 thought, "I think we're going to need some more", so we started recruiting additional
4 service operators.

5 Additionally, I looked at the infrastructure maintenance team. My
6 thinking actually was that the number of technicians there was quite good because, as I
7 mentioned earlier, I was working in Dublin and on that system, we were maintaining
8 about 40 kilometres of track, 40 kilometres of OCS, considerably more stops and
9 substations. So I looked at the technician numbers and we had about 28 that we were
10 targeting, and in Dublin we had 34 for a system that was maybe three times the size.
11 So I thought, "Okay, those numbers are great." But I looked at the supervisors over that
12 team, and there wasn't coverage for 24/7 supervision, so I recognized that we needed
13 to have more supervisors overseeing the infrastructure activity, because that was
14 important at that kind of coverage.

15 Then a couple other positions -- engineering -- the engineering
16 function was reporting to -- there was operational heads above the maintenance
17 organization and the infrastructure organization, and the engineering resources were
18 reporting directly into those operational heads. So seeing that and having been an
19 engineering manager for quite some time, as I explained, I recognized the need that it
20 would be better to have a dedicated engineering manager. And certainly at the start of
21 service, there were going to be technical problems that we needed to work through, so I
22 set out to acquire a single head over engineering.

23 And then operationally speaking, we brought in an operations
24 manager to be above both the vehicle and infrastructure teams. We brought in
25 someone from the UK who had worked extensively with Alstom for I think it was 17 or
26 20 years at the time and really knew operations. So we brought in him to support.

27 Our mindset at the time was that we were going to be starting
28 service, and on the vehicle side of the picture, there was whole other organization,

1 because Alstom had a contract to execute the design and build of the rolling stock, and
2 in many respects, a very large organization was still in place on the vehicle side. And
3 they had a team that would perform retrofits and a team that was going to be there to
4 carry out the warranty activity.

5 So our thinking at the time was that we would be able to go out and
6 execute the preventative maintenance and the arising corrective issues, and then we
7 could work with the warranty technicians and continue to build up our skills over that
8 two-year warranty period, and they would handle the complicated troubleshooting-type
9 problems.

10 So the idea was, at the end of the warranty period on vehicles, that
11 warranty team would move into the maintenance organization and could continue on as
12 part of our workforce. But in the warranty period, we were supported with that stuff with
13 that other side of the organization.

14 So that was the mindset. So we thought, okay, organization is
15 looking good there with the changes I mentioned.

16 On the infrastructure side, similar sort of thinking, that you know,
17 while we've got good levels of resource for handling the preventative maintenance and
18 the arising corrective that would come out of that, we weren't envisaging that there
19 would be so many deficiencies, and you know, we also thought that there'd be a
20 considerable level of support from OLRTC in supporting the warranty obligation. But
21 what we ended up finding, actually, is the -- this day-to-day, 24/7 boots on the ground
22 support from OLRTC wasn't really there, so we had to pick up the -- all these issues that
23 arose in warranty, leftover retrofits or leftover deficiencies.

24 **MR. MARK COOMBES:** Right. Thank you for that explanation,
25 and I -- we will come back to the question about OLRTC and warranty claims in a bit.

26 But I just want to talk to you a little bit about that period, so before
27 Revenue Service.

28 So you mentioned sort of there's two sides to your maintenance

1 obligations. One is vehicles and one is infrastructure.

2 Maybe you can just explain the difference between your
3 maintenance obligations with respect to vehicles and infrastructure in that pre-Revenue
4 Service period. Am I correct that prior to Revenue Service, Alstom was not the
5 maintainer of the infrastructure; is that right?

6 **MR. RICHARD FRANCE:** Yeah. So I mean, contractually, our
7 obligation was to take control of the infrastructure at RSAD, which is after trial running,
8 so I mean, just contractual. But we very much wanted to get as much experience as
9 possible early on. So the infrastructure team, when I showed up in June, they were
10 rather frustrated, I would say, with the inability to get access to the system so that they
11 could learn and develop their -- you know, their maintenance expertise. They had been
12 going through simulations and trials and doing everything they possibly could without
13 actually physically getting hands-on experience with the equipment. So it's a pity. We
14 would have liked to have been able to start the maintenance earlier, and if not, start the
15 maintenance earlier, but get access to that we could really learn and get that hands-on
16 experience.

17 On the vehicle side, though, we -- so we -- I'm not entirely sure,
18 actually. So we started doing the maintenance prior to trial running of those vehicles,
19 but the difficulty there was we didn't have access to a space where we could execute
20 the maintenance. The main maintenance facility, MSF-1, was being used to
21 manufacture the trains and test them, and this clearly was known to, you know, all the
22 key stakeholders, the City, RTM, OC Transpo, because they'd gone through the effort of
23 building MSF-2, which was intended to be the space where we would start
24 maintenance.

25 But this MSF-2 wasn't available until incredibly -- until a very late
26 time, so it meant that as we were moving into trial running, there was already a very
27 large amount of overdue maintenance. So we -- the first maintenance interval at 10,000
28 kilometres was due, then the second interval at 25,000 kilometres was due, and then in

1 some cases, the trains, you know, at 30,000 kilometres, you need to carry out wheel
2 reprofiling, and that was due on a large portion of the fleet.

3 So the -- yeah, so the mileage of the vehicles was, I think, the
4 leading tram at the start of -- or the leading train, sorry, at the start of August was
5 around 50,000 kilometres, so there was already a backlog of work before trial running.

6 **MR. MARK COOMBES:** All right. I'd just like to go back to a point
7 you made earlier about you would have liked it if your people had access to the
8 infrastructure earlier to get hands-on experience. What -- if you can comment on it,
9 what was preventing them from getting that access?

10 **MR. RICHARD FRANCE:** So my understanding -- so I walked into
11 this situation and I understand this had been going on for maybe the better part of a
12 year before I showed up, but my understanding is that they were putting in requests,
13 you know, adding things to the plan, but they were getting rejected. So they were being
14 denied the access, essentially.

15 We -- you know, to help us get ready, we had a company come in
16 and with the view that they would do a bit of a high-level assessment of the system to
17 see what sort of obvious visual problems there were. This -- they really only were able
18 to see a very small portion of the infrastructure because that group couldn't get access,
19 so we couldn't complete the assessment. We really only covered a small portion.

20 Additionally, we brought in an expert from Algeria within Alstom to
21 help us with training our staff, and we just couldn't get the right level of time on the -- on,
22 you know, the OCS or the track or like that.

23 So yeah, the team had been requesting the access, but it was
24 being denied, largely.

25 **MR. MARK COOMBES:** All right. And I'm going to -- I think I'll
26 take you to a document at this point. We can just discuss ALS56191. We'll ask the
27 Court staff to pull up that document for us.

28 Right, thank you.

1 So this is an email, and the subject line is "Infra - what we can do."

2 This email was sent on June 14th of 2019, so that would have been
3 right around the time you were arriving on the project. And this is an email from Dean
4 Gorman to you, and cc'ing a couple of other individuals in the Alstom organization.

5 Do you recognize this email?

6 **MR. RICHARD FRANCE:** Yes. Yeah.

7 **MR. MARK COOMBES:** Okay. And I would -- I'm just going to
8 assume that "infra" in the subject line is meaning infrastructure?

9 **MR. RICHARD FRANCE:** Yes.

10 **MR. MARK COOMBES:** That's correct? Okay.

11 Now, if we look at some of the items in this email -- we'll just -- if I
12 could ask Court staff to scroll down the email -- all of these items that are sort of called
13 out, guideway, OCS, TPS, FC, VTC, and so on, those would all be -- you would
14 characterize as infrastructure items; is that right?

15 **MR. RICHARD FRANCE:** Yeah.

16 **MR. MARK COOMBES:** Okay. And I'm not going to go through
17 those individual items, but my -- I presume that the purpose of this email, the purpose of
18 Mr. Gorman sending you this email is to sort of bring you up to speed on some of the
19 infrastructure issues that are going on; is that right?

20 **MR. RICHARD FRANCE:** Yeah, exactly, yeah.

21 **MR. MARK COOMBES:** Okay. And I just want to scroll -- I'll have
22 Court staff just scroll down to the end of this email, just the underlined part there. And
23 I'm just going to read this part for the sake of the record. The email says:
24 "Summary. We have been asking to be out there for at least a year. We have asked to
25 shadow OLRT techs, just so we can pick up how everything is being done. We get out
26 there and we start asking a lot of questions because what we see is not as per our
27 drawing/info, and when we ask why, we don't get the answers. We then don't get
28 invited out to either watch what work is going on or what tests are being written." (As

1 read)

2 So I think this is just in support of what you've just told the
3 Commission, but it sounds to me like the prevailing attitude in Alstom at the time
4 appears to have been what you are telling us, that you were requesting access to the
5 infrastructure and not being granted it; is that right?

6 **MR. RICHARD FRANCE:** Yes. I mean, it was an opportunity to
7 get experience before the start of service was going to be beneficial.

8 **MR. MARK COOMBES:** I would just like to put some other
9 witnesses' evidence to you that we've heard in the Commission just to get your take on
10 it.

11 If we could take that document down, thank you. And I'll ask Court
12 staff to pull up TRN169. All right. And this is the evidence that Steven Nadon gave in
13 his formal interview to the Commission. And you're familiar with Mr. Steven Nadon?

14 **MR. RICHARD FRANCE:** Yes.

15 **MR. MARK COOMBES:** If we could go to page 68 of Mr. Nadon's
16 evidence. All right. And I'm going to read in some of this evidence to the record and
17 just ask you if you would agree with Mr. Nadon's assessment. So starting with my
18 colleague Ms. Mainville's question to Mr. Nadon about line 7:

19 "Did you understand them..."

20 And from the context earlier "them" is meaning Alstom but we'll see
21 that as we go through this question.

22 "Did you understand them at the outset to not have
23 the experience for maintenance? Like, what explains
24 their lack of readiness?"

25 And Mr. Nadon says:

26 "I'm going to take you back a few years. I don't know
27 if you want to hear this long saga. But as the testing
28 and commissioning manager a lot of the staff that

1 Alstom have on the technical side, the power techs for
2 example, the signalling comm techs, and some of the
3 guideway techs, actually worked for me in my testing
4 and commissioning role. But as Alstom was starting
5 to ramp up their group a year before revenue service,
6 they put out job offers to have and all of my people
7 obviously were applying to these jobs because that's
8 where the next step would have been. They went in
9 the system. They go to Alstom, and now they
10 maintain it for 30 years, and everybody's happy. It's a
11 great big relationship.

12 "So early on they had a really good people. They had
13 very knowledgeable people because I trained most of
14 them. They worked for me, they learned the system.
15 The problem became -- I was under the impression
16 that year that Alstom took them away from me I
17 requested to Alstom. I said, 'Great. I'm glad that So-
18 and-so got a job with you. I'm happy. I'm thrilled for
19 them. But can you give them back to me and Ill keep
20 using them for on-the-job training?'

21 "And they said, 'No, our job starts on RSA. Our
22 contract says RSA is the first day we're allowed to
23 work on the system.'

24 "I say, 'You're not really working. You're learning. I'm
25 giving you on-the-job training.' And they wouldn't do
26 it. I said, 'Okay, that makes it more difficult.' SO they
27 did nothing for a year."

28 And Ms. Mainville says:

1 "You meaning leading up to RSA?"

2 And Mr. Nadon says:

3 "Correct, leading up to RSA."

4 So perhaps I'll ask you to comment on Mr. Nadon's opinion of what
5 Alstom's view was but it does appear to be in direct contrast to the evidence you just
6 gave which was you were requesting access to the infrastructure and not being given it.
7 Mr. Nadon's view appears to be that he was asking for Alstom to become involved and
8 Alstom didn't want to. Can you comment on maybe where the disconnect is happening
9 there?

10 **MR. RICHARD FRANCE:** So it's true that we hired some
11 individuals from OLRTC. Much of this is prior to my time so it's difficult for me to say
12 what transpired at the time. But it's certainly not my experience, you know. My
13 understanding from speaking with our team is they very much wanted to get out there.
14 They were very keen to be gaining the experience and you know, from discussions --
15 you know, I promoted the eagerness of our technicians to get out there and in my time it
16 was not -- we were not met with the opportunity to truly get out there and experience the
17 system. So I don't agree with his statement.

18 **MR. MARK COOMBES:** All right. And after you joined the
19 organization in June of 2019, are you aware of a position being taken by Alstom that
20 Alstom's work started at RSA and that was the first day that Alstom was going to work
21 on the system?

22 **MR. RICHARD FRANCE:** No. That certainly was not our attitude
23 because, you know, you take trial running, for example. RSA is after trial running but
24 we were happy to get the opportunity to start executing maintenance at the start of trial
25 running. It was great because we -- you know, it wasn't much time but it was more time
26 than starting at RSA. So we jumped on the opportunity at trial running to start doing the
27 maintenance then so we could get that experience before real service started.

28 So no, any time we had an opportunity where we could get involved

1 we sought out to take it.

2 **MR. MARK COOMBES:** All right. And I'm going to ask Court staff
3 to take that transcript down. And I'm going to ask Court staff to put up another
4 transcript just so I can put another witness' evidence to you on a similar point. And this
5 is TRN103. And this is the evidence that Matthew Slade gave in his formal interview to
6 the Commission, and you're familiar with Mr. Matthew Slade as well?

7 **MR. RICHARD FRANCE:** Yes.

8 **MR. MARK COOMBES:** If we can go to page 110, please. All
9 right. And we'll start at the top, towards the top of the page. My colleague Ms. Mainville
10 puts a question to Mr. Slade.

11 "In terms of the Alstom maintenance not being
12 contracted to do anything before RSA, are you saying
13 they didn't want to? Did they, did they not prepare
14 prior to RSA as a result of that? Is that what you're
15 suggesting?"

16 And Mr. Slade says:

17 "Not the way I would have expected them to. We,
18 through my testing and commissioning team, through
19 Steve Nadon and everybody else, we invited them to
20 come and participate in testing and commissioning to
21 get familiar with the equipment and even just
22 geographically where it is, either on the alignment,
23 physically where it is in the station, above a ceiling
24 where equipment is and where panels are, and you
25 know, switches to turn things up on and off. And they
26 -- we would ask them to come and participate and
27 they wouldn't. It was like they were not -- you'd get a
28 negative response from them saying, 'It's not in our

1 contract to do that. We're not coming.'
2 "And they tried desperately to get them involved
3 because we could see that it was going to be a
4 problem and that it was going to fall down as a result
5 of that but there was no appetite to participate much
6 really. And then when things -- once in RSA there
7 was a lack of urgency. There was a lack of resources
8 and a lack of knowledge. Still is to this day in some
9 areas."

10 And so again I'm going to put to you and I'm going to ask you
11 whether you agree or not with Mr. Slade. I expect your answer is going to be similar to
12 the answer you gave with respect to Mr. Nadon's evidence but again Mr. Slade's
13 evidence from at least the OLRTC side of the organization was that there was a
14 reluctance on Alstom's part to get involved in performing maintenance or becoming
15 familiar with the system.

16 Would you agree with that assessment of Mr. Slade? Or do you
17 have a different perspective?

18 **MR. RICHARD FRANCE:** I mean, it's the same thing I said for
19 Steve's transcript. I don't agree. My experience is that the team were eager and keen
20 to get out there and any opportunity they could get they took. My personal feeling is
21 that the statements from Steve and Matt Slade were sort of disingenuous in that regard.

22 **MR. MARK COOMBES:** All right. And do you think that there is
23 any -- what do you think would be motivating, you know, them to take that position
24 versus, you know, clearly your two positions are at odds.

25 **MR. RICHARD FRANCE:** So -- sorry. I interrupted you.

26 **MR. MARK COOMBES:** No, you can go ahead. I was just going
27 to finish my question and say, you know, those two positions are clearly at odds. Either
28 Alstom was eager to take on maintenance obligations prior to RSA or learn the system

1 or they weren't. And so what do you think -- where do you think the disconnect is
2 between these two viewpoints?

3 **MR. RICHARD FRANCE:** I mean, I have a speculation but my
4 feeling is probably on one hand maybe they didn't want us out there because we would
5 identify problems that they would then have to deal with. But that wouldn't be good
6 thinking on their part because, if anything, that would be an opportunity for them as well
7 because they would have found those problems and then could deal with them
8 themselves before service. So maybe there was this fear and that's why they didn't
9 want us out there.

10 Alternatively, again, it's speculation. But alternatively, maybe they
11 didn't have the resource to accommodate us going out there because they had a lot of
12 work to do to finish the system and they probably -- perhaps they felt that we would get
13 in the way of them completing their activities. Again, speculation. But, you know, these
14 are the things that would come across my mind for why they might be reluctant to let us
15 out there.

16 But it's a pity. I think with, you know, more level-headed pragmatic
17 thinking we could have come to an arrangement where we would get the access, learn
18 lots, help each other out, so it would have been a partnership kind of thing. It's a pity.

19 **MR. MARK COOMBES:** And you spoke about -- we can take this
20 transcript down now. I'll thank the court staff for that. You spoke also about being
21 involved in trial running. And so trial running took place towards the end of July, the
22 beginning of August of 2019. When you came on the scene in June 2019, were you
23 aware of when trial running was going to happen? What was your understanding about
24 when trial running was going to take place at that time?

25 **MR. RICHARD FRANCE:** Yeah, we -- I -- initially, I didn't know
26 when trial running would occur. The date that that was set -- well, when I became
27 aware of that -- it came later, so it was not the first thing. It wasn't communicated in the
28 beginning. I think the people -- the parties learned about that date after.

1 **MR. MARK COOMBES:** And were you -- you indicated that you --
2 Alstom was involved in trial running. Were the expectations of Alstom maintenance
3 during trial running clear, or were you prepared for trial running?

4 **MR. RICHARD FRANCE:** So expectations clear or prepared? So
5 there had been some prior discussions prior to my arrival, which then continued onto
6 myself about -- about how we would support trial running. So it was understood by
7 RTM that -- you know, there was an understanding in terms of resourcing, training,
8 competency levels, readiness to take on the system, so there -- you know, there was an
9 understanding of that status.

10 And so the -- while we said we would support, the expectation was
11 that, sure, we would start our preventative maintenance activities; we would, you know,
12 deal with any arising corrective that comes out of those preventative activities, like
13 maybe, you know, change a clip, tighten a bolt on the rail or something. But -- and then
14 we would do -- you know, we would endeavour to try to resolve deficiencies that arose,
15 you know, sort of on best-efforts basis. You know, if we had the competencies and the
16 skills and the knowhow how to do it, then we would.

17 But if -- if we were stuck, then the idea was we would raise our
18 hand and escalate for support to RTM and they would get OLRTC involved to help us.
19 But actually, what we found was that there wasn't really the right level of support from
20 OLRTC to deal with, you know, the very large volume of deficiencies. Sorry, coming
21 back, there was a second point to your question which I want to touch on, but just
22 remind me.

23 **MR. MARK COOMBES:** So you were just speaking about, you
24 know, your preparedness for trial running, but I'd also asked you if the expectations of
25 Alstom during the trial running period were clear, if it was understood what Alstom was
26 going to be responsible for during trial running.

27 **MR. RICHARD FRANCE:** Yeah, so we had agreed that we would
28 start executing the maintenance and attempt to deal with issues as they arose. And

1 other than that, that's probably -- that's probably the extent of my understanding of trial
2 running. You know, I recently learned there was considerably more to it, but yeah. So
3 that's how we agreed that we would be involved.

4 **MR. MARK COOMBES:** All right. And perhaps you can comment
5 for me on how trial running went. What was Alstom's performance like during trial
6 running?

7 **MR. RICHARD FRANCE:** There was challenges. It was -- yes,
8 lots of challenges. So -- so you have to sort of divide it into two groups, you know, for
9 the infrastructure or for the vehicles. So yeah, on the -- on the infrastructure side there
10 was an extraordinarily large of number of deficiencies that were getting raised on a daily
11 basis, so -- which seemed a little odd because -- you know, we didn't have visibility of all
12 these deficiencies that I can only presume had been discussed and agreed by different
13 stakeholders, OLRTC with the City and maybe RTM, but we didn't have visibility of
14 these issue beforehand. It's an absolute pity because if we knew that these existed
15 prior to trial running, maybe we could have planned or set ourselves up differently to
16 deal with them.

17 We -- so yeah, but then this -- it seems as though the City was
18 raising a lot deficiencies were sort of known and that created a -- that a created a -- like
19 a large of volume of work that needed to be processed in a very short period of time and
20 then you'd often find that there's nothing with that deficiency because it would require,
21 you know, a change to software or something like this. And so -- but that was already
22 known and so -- you know, it just -- it created a lot of disruption and lot of work in that
23 regard on the infrastructure.

24 On the vehicles, yeah, there was certainly some challenges. It was
25 at that stage that we -- we started to get a return of experience about -- you know, a real
26 return of experience about how the yard was working, how the launch would take place
27 in the morning, you know, when you get your trains into service, how the facilities that
28 were supporting maintenance were working, you know, how the maintenance

1 management system was set up and working, how the -- how the City would -- and
2 RTM would interact with the information that they would see as part of the daily
3 preparation for service.

4 So all these -- all these things we started seeing because that's the
5 point in time when everything started getting exercised. And then we started seeing all
6 these little problems and inefficiencies with the way things were set up that made -- that
7 imposed challenges on us and, you know, we had to then work through them. It was
8 very difficult. So yeah.

9 **MR. MARK COOMBES:** And I understand your view was that
10 Alstom didn't really do very well during trial running, or that it was very difficult to -- you
11 know, to perform Alstom's maintenance obligations successfully during that period; is
12 that fair to say?

13 **MR. RICHARD FRANCE:** You know, overall, I -- you know, I -- we
14 didn't -- in my view, we weren't successful. We didn't succeed. It was a good exercise
15 to learn a lot but, you know, there was a lot of challenges, as I -- challenges, as I'd
16 mentioned. But actually, though, you know, there was -- it was great experience. The
17 staff started learning and -- you know, and then we were very hands on with the team in
18 trying to build up their skills so that they could -- so that they could better handle, you
19 know, service thereafter.

20 So, you know, the senior management were taking turns working
21 on the nightshift to build up the skills of the supervisors so that they could be -- you
22 know, so that the trains could be ready. We were helping them. We were there, you
23 know, helping them overcome some of these challenges with, you know, the routing
24 trains around the yard and dealing facilities that weren't working or handling the
25 maintenance management system.

26 So there -- I -- you know, I like to -- I like to be -- I like to keep a
27 positive look on things, so yes, I don't feel like we -- we -- we won the test, but we
28 learned a great deal and it was -- you know, I feel like we came away with some value

1 out of it.

2 **MR. MARK COOMBES:** And I just want to take to another
3 comment of Matthew Slade and his evidence to the Commission. And that's going to be
4 again at TRN103, if I can ask court staff to pull that up. And if we could go to page 108
5 of Mr. Slade's evidence, and scrolling down to the bottom of that page, Mr. Slade is
6 talking about the contract with the maintainer, and I'll just start reading his answer in the
7 middle to set some context for what he says about trial running. But he says:

8 "But the contract with the maintainer, they weren't
9 contracted to do anything until RSA, which is also a
10 shortcoming in that regard. So whilst they were
11 ramping up and getting ready, the bulk of the
12 maintenance work is actually subcontracted to Alstom
13 for the infrastructure as well as the vehicles. And
14 certainly, they were not ready for RSA. They weren't
15 ready for trial. And I mean the scorecards and the
16 difficulties with trial running, I would attribute 95 to 99
17 percent of it with Alstom's readiness or lack of
18 readiness, and that was a big issue that could have
19 been dealt with differently, but it was difficult, I
20 believe, contractually with RTM and Alstom as a
21 subcontractor." (As read).

22 Now, maybe it's the case that you don't have the level of visibility
23 into trial running that Mr. Slade had from his vantage point in the organization, but, you
24 know, based on what you were seeing during the trial running period, do you think that
25 that, you know, "95 to 99 percent of difficulties with trial running were attributable to
26 Alstom" statement is a fair statement by Mr. Slade?

27 **MR. RICHARD FRANCE:** No, I wouldn't say that's fair. Alstom
28 played a part, but there was many stakeholders involved in trial running. We have an

1 obligation for the maintenance portion for quite a great deal of the maintenance on the
2 system, but there's other stakeholders involved. So I'd like to think it's a bit of a team
3 effort, so I wouldn't attribute such a high percentage to Alstom. No, I don't think that's
4 fair.

5 As I said earlier, we were ready to take on a system that was
6 working, but instead what we found was there was quite a lot of deficiencies that
7 needed to be fixed, both on the infrastructure and the vehicle side, in fairness. So there
8 was clearly a lot of work, more than you'd expect for a maintenance organization in
9 maybe more normal circumstances. In terms of getting ready for maintenance, I
10 wouldn't attribute it as heavily as Matt Slade has there.

11 **MR. MARK COOMBES:** And we can take that transcript down.

12 So moving into revenue service, then, you had commented to us
13 earlier about some difficulties that Alstom was encountering during that pre-revenue
14 service phase, being items like technicians not having access to the infrastructure, that
15 you didn't have a maintenance facility to work out of to perform maintenance, that
16 maintenance intervals were already being triggered. Maybe you can just summarize for
17 the Commission what impact that had on Alstom's ability to start maintaining the system
18 once it opened for revenue service, if there was an impact.

19 **MR. RICHARD FRANCE:** Just to make sure I understand the
20 question, in regard to the overdue maintenance on vehicles and our readiness for
21 revenue service?

22 **MR. MARK COOMBES:** Right. So just speaking to the issues that
23 you were encountering after you arrived on the project, prior to revenue service, was
24 there a knock-on effect of those issues as you moved into maintaining the system in
25 revenue service?

26 **MR. RICHARD FRANCE:** Let's see. We had to have the
27 maintenance schedule for the vehicles up to date before going into revenue service.
28 You can't run vehicles with maintenance that's overdue like it was before revenue

1 service. So we had to catch that up; that was very important. It took a great deal of
2 effort. There was a lot of stress around that, and that was, I'd say, mostly attributed to
3 the fact that we didn't get access to MSF early enough.

4 Then as I mentioned, as we moved into revenue service, there was
5 lots of challenges around the set-up of the maintenance facility. There's critical facilities
6 that we need to execute maintenance, and other things as well. The reduction schedule
7 of the trains in the evenings was quite challenging to try to manage and have the trains
8 inspected, cleaned, defects repaired and ready for service the next day.

9 So even into revenue service, while we were caught up on the
10 preventative maintenance, there were lots of little challenges that created a great deal
11 of stress for the team to work through and overcome. I mean, if I take, for example, the
12 yard, the layout and design of the yard is not very good, actually, in some respects. As
13 you're withdrawing trains from service, in an ideal world, you put them into the SIW.
14 That's the sanding, inspection, and wash bay. And in this area, you would do your daily
15 inspection on the train. You would do the light servicing activities: fill up sand and
16 flange lube and like this. And then you'd have the cleaning crew that would get on the
17 train and do the cleaning. And then after that, the train would move through into the
18 wash.

19 So the idea before we started maintaining was that the train would
20 come into that area, and then in less than 30 minutes, you would do all those activities
21 and move it through and out of that space. And then the next one would move in and
22 you would work on that one, kind of like a conveyor belt of trains going through the
23 space so you'd have the overnight activities done. But actually, we found that the
24 reduction schedule provided by the City meant that there were too many trains coming
25 back all at once, and so they would stack up. There's enough space to have one train
26 in the SIW area and one train waiting to go into the area. But then because of the
27 length of the train, you would then have a problem because the tail end of the train is
28 overlapping that critical switch, so your train after that switch can't go forward because

1 there's a train in front of it and it can't divert off to the other track to get into the yard. So
2 you get these trains stacking up, and the EROs -- I don't want to say "drivers", but the
3 electric rail operators, they wanted to get off their trains and move on with their day;
4 they're finished. So they couldn't because the trains are stacked up.

5 So it's little problems like this where we had to use the maintenance
6 facility in a way that might not have been intended originally. And there's lots of little
7 inefficiencies like this, and that's caused us lots of problems. And even to this day,
8 while now the team are much more experienced and they know these issues in
9 inefficiencies, they've found ways of working around them, which is simply not ideal.
10 With a better design of the maintenance facility, we wouldn't even have these problems.

11 **MR. MARK COOMBES:** Right. And as Alstom, just while we're on
12 the topic of you saying these inefficiencies -- some of them might persists to this day --
13 is any effort being made by Alstom to bring these efficiencies to the attention of -- I
14 suppose your contractual relationship is with RTM and not directly with the City, but is
15 Alstom making an effort to bring these issues to the attention of the City so that, for
16 example, these reduction schedules can be modified to accommodate this inefficiency?
17 What's being done in that regard?

18 **MR. RICHARD FRANCE:** Coming back to my earlier statement,
19 our customer is RTM, so we escalate these issues to RTM. We don't have the direct
20 link to the City to be able to convey the problem. We rely on RTM to convey the
21 message to the City.

22 Sometimes I found that the City -- speaking indirectly with them,
23 that they're not so interested in what's happening between RTM and an Alstom level.
24 Their contract is with RTG. Well, at least that's their attitude: their contract is with RTG,
25 so that's how they execute the contract. They're not interested in the pieces below, and
26 that's, in their view, more, it would seem, a problem between RTM and Alstom. But we
27 do escalate these issues to RTM, certainly, yes.

28 **MR. MARK COOMBES:** And I'd just like to talk to you a little bit

1 more about going into revenue service. And to do that, I'd like to bring up another
2 document and ask you if you have seen it, if you're familiar with it. This is COW466007.
3 And if we can just scroll down so we can see the first page there, this is a document title
4 "Ottawa Confederation Line Phase 1 Operational Restrictions Document".

5 Have you ever seen this document before?

6 **MR. RICHARD FRANCE:** Yes.

7 **MR. MARK COOMBES:** And are you familiar with the content of
8 this document?

9 **MR. RICHARD FRANCE:** Reasonably.

10 **MR. MARK COOMBES:** So I'll just, for the sake of the record, note
11 that the date of this document is September 13th, 2019. So that's just at the start of
12 revenue service. You would agree with that timeline?

13 **MR. RICHARD FRANCE:** I don't see the date on there, but if you
14 say so, I agree.

15 **MR. MARK COOMBES:** If we can just scroll down.

16 **MR. RICHARD FRANCE:** Yeah.

17 **MR. MARK COOMBES:** And I'd just like to go to page 3 of this
18 document. And just for the sake of the record, I'm just going to read a bit of the
19 executive summary:

20 "This is the operational restrictions document for the
21 Ottawa Confederation Line Phase 1 railway system.
22 It's been prepared in accordance with the
23 requirements of the Confederation Line Phase 1
24 System Safety Certification Plan, Confederation Line
25 Phase 1 System Safety Program Plan and the
26 Confederation Line Phase 1 Authority Approval
27 Process Plan. It identifies any restrictions, conditions,
28 and limitations which must be observed to ensure

1 reliability of the Confederation Line Phase 1,
2 engineering safety and assurance case and a
3 subordinate case for safety." (As read)

4 Can you tell me when you would have first become aware of this
5 document?

6 **MR. RICHARD FRANCE:** I mean, I recall one of my engineers
7 actually brought it to my attention initially. I think there was an earlier version. I think --
8 I mean, this is not the first, so I -- but I think around that same time, I became aware of
9 the document.

10 **MR. MARK COOMBES:** And around what time would that have
11 been? When would you have become aware of this document?

12 **MR. RICHARD FRANCE:** Maybe slightly before this version. So
13 I'm not entirely sure, but I think there was an earlier version before service, so I was
14 aware of that one, and then this one, I believe we received at a later date, maybe -- I
15 think we probably got this in our first pack of information from RTM in March 2020, I
16 think.

17 **MR. MARK COOMBES:** And so in other words, you would have
18 gotten this document through an official channel from RTM?

19 **MR. RICHARD FRANCE:** Well, official? It came on a USB stick,
20 and you know, a letter may have followed, so I can -- you could say that's official. But
21 you know, notably, this is an OLRT document, and provided on to RTM, so yeah, we
22 received it.

23 **MR. MARK COOMBES:** And I just want to go to a few of the
24 recommendations that are made in this document. So if we could go to page 28 of this
25 document?

26 So in addition to the conditions, restrictions, and limitations of the
27 system that needed to be observed for safe operation, this document also made a
28 number of recommendations for the system. And I just want to touch on a few of them

1 with you.

2 **MR. RICHARD FRANCE:** You said Alstom, you said Alstom there.

3 **MR. MARK COOMBES:** Sorry, it's the conditions, restrictions, and
4 limitations that needed to be observed in the -- by the system to ensure the safe
5 performance of the system. I'm not sure that I referenced Alstom directly here.

6 **MR. RICHARD FRANCE:** Okay.

7 **MR. MARK COOMBES:** So I just want to touch on a few items in
8 the recommendation section here that might be relevant to Alstom's work, and one of
9 those is a recommendation on maintenance scheduling. That's at 6.1.2.

10 One of the recommendations here is:

11 "Corrective maintenance tasks should be prioritized
12 according to the operational criticality of the function
13 delivered by the failed asset in order to determine its
14 unacceptable 'time at risk' and inform corrective
15 maintenance scheduling, spares, inventory levels,
16 and supply chain setup arrangements." (As read)

17 Do you know if that recommendation was implemented?

18 **MR. RICHARD FRANCE:** Well, I mean, reading this, and my
19 interpretation that there's sort of multiple aspects to it.

20 So you know, as part of executing maintenance, there's a sort of a
21 critical process that we have, which is defect and concession management. So as part
22 of that, you know, there's a prioritization of work orders or deficiencies, depending on
23 the level of severity of that sort of defect. So there's that.

24 Then equally, you have the performance requirements in the
25 Project Agreement, which give some indication of prioritization.

26 And then further to that, you know, as part of design and build, you
27 have RAMs studies which then give you an indication of the failure rates of equipment,
28 and then from that you can work out -- so you know, the number of spares that you

1 need for supporting your activities.

2 Notably, in the first two years of service, during the warranty period,
3 the infrastructure spares were to be supplied by OLRTC, but we did a review of the
4 RAMs that we had available and adjusted our spares levels accordingly.

5 **MR. MARK COOMBES:** So just to be clear, though, the
6 recommendations in this document, are you indicating to me it's your evidence that that
7 process was more or less taking place anyways? That is the way you perform
8 maintenance, is by prioritizing tasks?

9 **MR. RICHARD FRANCE:** I would be satisfied that 6.1.2 has been
10 implemented in the organization.

11 **MR. MARK COOMBES:** Thank you. And if we could move
12 forward to page 29 of this document, towards the bottom of the page. Item number 6.4
13 of this recommendation section is "Track", and 6.4.1 is "Wheel and rail wear".

14 And the recommendation here is:

15 "To establish a working group to monitor wheel and
16 rail wear data. From this, specific remedial actions
17 can be identified and agreed, such that they do not
18 cause any worsening to one asset or the other." (As
19 read)

20 Can you indicate whether or not such a working group has been
21 established, and if Alstom is part of that group?

22 **MR. RICHARD FRANCE:** So yeah. I mean, the term "working
23 group" would suggest multiple stakeholders were involved, so you know, you'd expect
24 that there'd entities from OLRTC, RTM, Alstom, and ty City, presumably. But I'm not
25 aware of an actual working group, well, taking place at a level that has included, you
26 know, myself as the maintainer. I've sort of learned that there's other discussions that
27 have been going on in the background with RTM, presumably OLRTC, and engineers
28 that were involved in the construction, where they've been meeting to talk through

1 different issues that arose, but it doesn't -- it would seem that we haven't been invited to
2 those discussions in any great length, which is a pity, in my view, because Alstom is a
3 global railway provider, and has extensive experience to -- that could be offered to
4 support a working group like that.

5 But you know, at a maintenance level though, what I would say is,
6 in terms of Alstom executing the maintenance, we -- you know, the maintenance plan
7 builds into it monitoring-type activities. So for example, every six months, we do a
8 survey of the track to get the track geometry and corrugation measurements.
9 Equivalently, we machine the wheels every 30,000 kilometres and gather the data from
10 that. And you know, we're currently in the process of going through an exercise to
11 review the wheel data so that potentially we can change the frequency that we machine
12 the wheels. Maybe we can extend that out beyond 30,000 kilometres and ultimately
13 save having to do the activity so frequently, and maybe extend the life of the wheels.

14 So as part of the routine maintenance, you -- and certainly for our
15 contract, because we're responsible for maintaining the system for 30 years, and the full
16 life cycle of the asset, you know, we're motivated to make sure that the interfaces are
17 performing.

18 But it's -- again, coming back to the point, I'm not aware of a
19 working group, and it seems there has been discussions beyond Alstom, and very
20 unfortunately, we couldn't been involved.

21 **MR. MARK COOMBES:** And I'd just maybe like to go through
22 some of the specific points that the wheel rail working group was to cover.

23 **MR. RICHARD FRANCE:** M'hm.

24 **MR. MARK COOMBES:** Maybe the wheel -- since the wheel rail
25 working group hasn't been established to your knowledge, or at least, Alstom's not part
26 of it, I'm wondering if, nevertheless, some of these items are being performed by the
27 maintenance organization, so maybe we can comment on some of these items
28 individually.

1 So the first item that the wheel rail working group was to cover was
2 increasing rail wear visual inspections on all sharp curves to measure side wear rates.
3 Is that task being performed; do you know?

4 **MR. RICHARD FRANCE:** So we go out and we do an inspection
5 of the track every three days. The target is twice a week, so we do this sort of
6 inspection. Then there's another inspection done on a monthly basis that's more
7 detailed, and then another at three months. So there's various inspections that we're
8 doing with the rail to look for problems of wear or burrs or things that need to be
9 addressed. And that's -- I would argue, that's part of normal maintenance, and it's --
10 those requirements are outlined in Transport Canada and then equally, RTM's track
11 manual for executing the maintenance. So you know, we're covered, I think, on that,
12 because ---

13 **MR. MARK COOMBES:** But just to cover the point, you know, this
14 document seems to speak about increasing rail wear visual inspections. You're not
15 aware of any directive to increase or make more frequent those inspections of the
16 track?

17 **MR. RICHARD FRANCE:** So we -- in discussion with RTM, around
18 the time of the day of this document, we made some changes to the inspection so
19 difficult to remember exactly what those are actually. But it's outlined in RTM's track
20 manual so if you look at the next line down, "Ultrasonic testing and visual rail
21 inspection." So we do -- we've enhanced the amount of ultrasonic testing that we're
22 doing on these -- on the rail. So I believe the requirement from the contract and a
23 Transport Canada is maybe every year. But we are doing that every quarter. So we've
24 increased the amount of those inspections.

25 So I can only assume that RTM took this document and built it into
26 their manual and then hence why we've increased our inspections around these points.
27 But it does seem that we've incorporated these points.

28 **MR. MARK COOMBES:** And just for the benefit of the

1 Commission as well, could you explain what ultrasonic testing is and what it's designed
2 to achieve with respect to the rail?

3 **MR. RICHARD FRANCE:** Well, I'm not a technical expert but the
4 idea is, you know, ultrasonic, ultrasound, very much like, you know, if an ultrasound that
5 you would do on a human when you're looking for a baby. But you have probes that
6 you move over the rail and that allows you to see imperfections like cracks and you
7 know, beneath the surface. And then depending on what you find, you know, you need
8 to go and carry out a repair. So you can either perform arc welding where you just deal
9 with the crack on the surface or you might have to change the actual piece of rail. So
10 it's a -- I mean, I think the simplest explanation is to refer it to an ultrasound that you do
11 for observing a child inside a woman's womb. That's my crude explanation.

12 **MR. MARK COOMBES:** Okay. Thank you for that.

13 Just to move down through the other points, just to make sure
14 we've covered them, so:

15 "Monitor wheel profile wear rates through increased
16 visual inspection or non-destructive test? "

17 Do you know if that has been implemented?

18 **MR. RICHARD FRANCE:** Yeah. So we do an inspection of the
19 wheels every 10,000 kilometres. My understanding was that that was not really the
20 intention in the beginning. We increased the maintenance to do that. So that's where
21 there is an inspection at 10,000 kilometres. That's my understanding.

22 **MR. MARK COOMBES:** And then the next one is:

23 "Monitor effectiveness of LRV mounted lubricator
24 performance linked to rail wear locations and evaluate
25 the potential to install rail mounted lubricators and
26 friction modifiers."

27 Any understanding of whether that has been done?

28 **MR. RICHARD FRANCE:** So there has been some discussion

1 around track lubricators. But they haven't got to the length of implementing track
2 lubricators. In the -- so in the other side of the equation under the Alstom rolling stock
3 there's been some exercises around, you know, looking at the track lubrication. But it's
4 difficult to speak to that because I wasn't really involved in the work they've done. But,
5 yeah.

6 **MR. MARK COOMBES:** And do you know if there has been
7 monitoring of the effectiveness of LRV mounted lubricator performance?

8 **MR. RICHARD FRANCE:** Well, I mean, that's what I just spoke to.
9 So they -- on the Alstom rolling stock side they've done some exercises around that. I
10 can't speak to exactly what's done but you know, for -- there was -- it's controlled through
11 CBTC and the software so that part of the organization's explored it. I can't speak to it
12 myself.

13 **MR. MARK COOMBES:** Okay. And then the second half of that
14 point is:

15 "Increase the preventative rail grinding frequency
16 across the whole system to reduce the risk of rolling
17 contact fatigue growth in the harder 310 Brinell rail."

18 And do you know if preventive rail grinding frequency has been
19 increased?

20 **MR. RICHARD FRANCE:** I mean, what we've done -- so prior to
21 around -- so OLRTC did a grinding around the time of the start, around the time of this
22 document. And after that, the first grinding exercise that we did was in October
23 November of 2020. Then we actually found at that stage that the grinding performed by
24 OLRTC had damaged the crown of the rail so we had to reorganize another grinding
25 campaign in the summer of 2021, I guess June or July that time. And then we ground
26 the full line and corrected the crown and any corrugation as best we could.

27 So I mean, those are the intervals where we've done grinding. The
28 next is this summer in coming up.

1 **MR. MARK COOMBES:** And then the last point there I'll just ask
2 you to touch on is:

3 “Review the switch plate profile of No. 8 switches to
4 reduce the wear rate.”

5 Do you know if that's been done by Alstom or if Alstom would have
6 had a part in that?

7 **MR. RICHARD FRANCE:** So again, I pointed out the earlier part
8 where we carry out the inspections of the track which includes the switch blades twice a
9 week and monthly and three monthly. I'm just looking at the sense to review the profile.
10 So yeah, we measure profiles as part of the geometry survey, so that's where that's
11 captured.

12 **MR. MARK COOMBES:** So just to summarize your evidence on
13 this operational restrictions document before we move away from it, even though
14 Alstom is not a part of any working group and you're not aware of whether any working
15 group has been implemented, would it be your view that the recommendations that
16 were made in this recommendation section, at least as far as items I've taken you to --
17 would it be your opinion that those items are being addressed?

18 **MR. RICHARD FRANCE:** Yeah, I'd say so.

19 **MR. MARK COOMBES:** Thank you. We can take this document
20 down.

21 I want to talk to you about some of the items once you've moved
22 into revenue service that you mentioned in your earlier interview with Commission. One
23 of those is missing documentation regarding the infrastructure and maintenance. And
24 can you comment on that topic?

25 So my understanding is that you were not provided with a set of
26 documentation regarding how the infrastructure had been maintained up to the point of
27 revenue service; is that correct?

28 **MR. RICHARD FRANCE:** Yeah. So I mean, documentation

1 means quite a lot of things actually when you're thinking of design and build. So we
2 received some information prior to my arrival. I would say around May of 2019. The
3 team were in the process -- it's quite late to actually receive that stuff at that stage. But
4 the team were in the process of going through those documents when I arrived to
5 support creation of maintenance procedures and like that.

6 There was a lot of missing information in the documents that are
7 provided. And then at a later stage we received two sort of dumps of documentation.
8 The first, I think, was March of 2020 and then the other dump came a little later. But the
9 second dump actually included pretty much the same documents as the previous but
10 only with a couple of extra ones mixed in which was very disruptive to us because we
11 had to go through it all again.

12 But amongst those documents there really wasn't a lot of
13 information pertaining to build records. You'd expect to see, you know, record sheets
14 where measurements were taken at every piece of track, every single OCS pole. And I
15 say that because I'm -- you know, I had those records in Dublin. I knew what you would
16 receive on another system that was -- where the documentation management portion
17 was handled considerably better. So we were missing lots of things.

18 So what we did, we reviewed all those documents and the
19 engineering team, on a per system basis, they created a table that showed, you know,
20 all the different types of things you'd expect to see, like builder materials, list of critical
21 spare parts, list of suppliers, list of manuals, list of drawings, layout drawings,
22 calculations, you know, build records, everything. So for each system, you know, like
23 the types of documents you could come across.

24 So they created a table and if they had those documents they
25 colour coded it green to say it was good. And if they didn't have the document they
26 coloured it red. And then we sent every single one of those tables to RTM on a letter to
27 just sort of say, "Here, look. We've gone through what you've provided us. And you
28 know, we're still missing this stuff here."

1 So that's what we did. So I mean, I think I've got it; that's what we
2 did.

3 **MR. MARK COOMBES:** And can you explain to me what the
4 impact of that missing document was on Alstom's maintenance capabilities at the start
5 of revenue service.

6 **MR. RICHARD FRANCE:** So in terms of -- you know, when you
7 think about the preventative maintenance plan that we'd set, you know, it wasn't going
8 to impact us from -- in terms of executing preventative maintenance and then the small
9 arising corrective, you know, maintenance that would come out of that. It wasn't -- you
10 know, that documentation wouldn't be significant for that type of preventative
11 maintenance.

12 But where the problem arises is, when you get to complex, you
13 know, corrective issues or faults that require some higher level of investigation, or
14 maybe, you know, a safety issue, let's say, where you need to do a full root-cause
15 analysis, that's where the problem arises because then you don't have the information
16 to go back to to figure out and understand how the system was built and why it's like --
17 the way it is and whether -- you know, whether -- whether -- well, yeah, you can't do a
18 proper root-cause analysis. You just don't have the right level of information. And so --
19 so that -- that's the impact. When we -- we'll have -- without that information, we will be
20 -- we'll be slower to be able to do these thorough investigations into -- into more
21 complicated problems.

22 The other side to it is around lifecycles. So, as I said earlier, we're
23 responsible for the full lifecycle of the assets for 30 years. So when you get to higher-
24 level maintenance intervals where you're stripping everything apart, refurbishing, putting
25 it back together, and then reinstalling it wherever on the infrastructure, without that
26 information, you're -- you're really going to struggle to plan and prepare what you need
27 to do it. It'll be much more work, very challenging, and there will be a higher level of
28 risk. You have to receive the build information; it's just not -- it's not negotiable.

1 **MR. MARK COOMBES:** And at this point, so speaking from our
2 perspective now in 2022, do those issues with missing documentation still remain?

3 **MR. RICHARD FRANCE:** Yes.

4 **MR. MARK COOMBES:** And perhaps we've covered this already,
5 but just for the sake of completeness, we've noticed in our review of documentation that
6 there are a number of examples of Alstom writing letter to RTM indicating that they're
7 also missing documentation about certain of infrastructure and so, for example, CCTV
8 systems, the overhead catenary systems, the computer-based training control systems,
9 switch heaters. There's a number of letters that are sort of -- appear to be contractual
10 correspondence between Alstom and RTM. And I have a couple of questions about
11 that, but the number -- the first question would be, you know, these are -- this is
12 contractual correspondence, but I expect that these issues are also being informally
13 between Alstom and RTM; is that correct?

14 **MR. RICHARD FRANCE:** Yeah, I mean, typically, with the
15 contractual letters, it's -- it's an activity that you do after the fact to sweep up -- you
16 know, as part of the recordkeeping. So there's stuff that happens on a working level
17 where, you know, an engineer or the operations manager for the infrastructure, let's
18 say, will make the request on an email for that information and then the idea of the
19 contract letter is just to follow it up so that it's recorded officially. Emails get lost and
20 letters are slightly more organized, I'd say.

21 **MR. MARK COOMBES:** M'hm. And with respect to requests for
22 this missing documentation, is this documentation that is necessary for you to be able to
23 perform your maintenance function on the infrastructure; is that why it's being
24 requested?

25 **MR. RICHARD FRANCE:** Yes. Of course, yes.

26 **MR. MARK COOMBES:** Okay. And what is the impact of not
27 having that documentation on your ability to maintain?

28 **MR. RICHARD FRANCE:** Well, I -- yeah, I've touched on earlier,

1 certainly, but, you know, when you have the more complicated corrective topics, you're
2 hindered in terms of your ability to do a full investigation and figure out what's going on.
3 If you don't have the right information, you can't do root-cause analysis around safety
4 topics. And then I mentioned on the lifecycle side, you know, you're hindered by being
5 able to prepare for longer-term maintenance activities where you do a complicated
6 refurbishment.

7 **MR. MARK COOMBES:** And having made these contractual
8 correspondences between, you know, Alstom and RTM, has that flow of information,
9 has that flow of documentation come into Alstom, or is Alstom still missing
10 documentation with respect to the infrastructure?

11 **MR. RICHARD FRANCE:** We're still missing lots of stuff. So the
12 requests that get made -- you know, of you think on a -- small stuff that's quite specific,
13 you know, requests can be made and then RTM go and find what's needed, and then,
14 you know, the document might come back. But in terms of, you know, all of the
15 information being transferred over to us so that we have everything, that's -- that's --
16 we're nowhere near from that.

17 **MR. MARK COOMBES:** And maybe just before the morning
18 break, we can touch on a topic that you raised earlier, and that was -- you had indicated
19 that OLRTC has been having some difficulties or is not honouring warranty claims. Can
20 you just talk to us briefly, for the benefit of the Commission, about the distinction
21 between maintained activities and warranty activities?

22 **MR. RICHARD FRANCE:** So -- so in -- you know, you have a --
23 you have a set warranty period. So in that warranty period, if there's equipment that
24 breaks down, fails, doesn't perform, you know, in that period, well, then, you know, it's --
25 and if it's not attributed to activities performed as part of just routine maintained, then,
26 essentially, it's broken down, and that's warranty.

27 So -- so maintenance consists of -- so for maintenance, you have a
28 -- you have a maintenance plan that outlines a set of different activities that you do at

1 different intervals, and you follow this plan according to a schedule, and then issues
2 arise. You know, wearable components might wear out and you would replace them.
3 Or, you know, you might find a defect and then you would raise the corrective order.
4 But, depending on what you found, actually, that might be -- that might be a warranty
5 issue, in which case, you would want to transfer that to the entity that's fulfilling that
6 warranty obligation.

7 I mean, if you look at -- if you take a look at the rolling stock on this
8 system, you have -- you have an organization that designed and built the trains that is --
9 has a subcontract with OLRTC, and then perform a large amount of corrective work on
10 those trains because there's problems -- you know, there's problems with, you know,
11 equipment breaking down, and so it moves into that organization to repair.

12 But on the infrastructure side, you just don't have the equivalent
13 team that you have on the vehicle. You know, this equivalent team isn't looking after
14 the infrastructure equipment. It's demobilized, I would suggest. Yeah. So, I mean I
15 hope that's a reasonable distinction.

16 **MR. MARK COOMBES:** Yes, so thank you for that distinction.
17 Now, if you could comment briefly on -- I understand there's some difficulty or some
18 problems with the infrastructure side and the warranty claims that you have felt that are
19 being passed on to Alstom; is that correct?

20 **MR. RICHARD FRANCE:** Well, I mean, as I said earlier, we're --
21 we've -- you know, we're -- we've taken a proactive approach to try to -- to respond and
22 attempt to rectify, you know, as much as we can. So -- so I mean that's been our
23 approach. Sorry, can you repeat the question?

24 **MR. MARK COOMBES:** Yeah. So I think, notwithstanding that,
25 you know, Alstom has been addressing these issues, I understand that, you know, there
26 are some issues that are being passed on to you that you have felt are properly
27 warranty claims that are not, you know, being dealt with ---

28 **MR. RICHARD FRANCE:** Yeah.

1 **MR. MARK COOMBES:** --- as warranty claims. Instead, Alstom is
2 remedying those as maintenance items; is that right?

3 **MR. RICHARD FRANCE:** Yes. So -- yeah. So, as I said, we've
4 been proactive in responding and attempting to repair the -- you know, these issues as
5 best we could, but you come across certain types of problems where -- you know, as I
6 said earlier, you raise your hand, and you require support, and you'd expect it to be
7 there.

8 I mean, if I give you a good example, take the SCADA system. So
9 the SCADA system was, you know, built by a company called Willowglen and -- you
10 know, so we've come across problems where Willowglen, who were OLRTC's
11 contractor for that, they would need to intervene and reprogram SCADA to fix those
12 issues. So as a maintainer, you're in this warranty period. That's sort of a good
13 example of the point at which you say, "Well, look, the problem needs a bit of
14 reprogramming. Please address it with the original contractor."

15 But if it didn't involve that kind of a reprogramming, where possible
16 we've endeavoured to try to fix the issues. Speaking to SCADA, as another example,
17 there has been cases where an alarm has occurred, and when Alstom's technicians
18 have intervened, they've found that the piece of equipment that was meant to be at the
19 end of the wire that's telling SCADA something is wrong -- the equipment is not
20 connected. So the technician has endeavoured to connect that piece of equipment to
21 make that system work properly. We found other problems where you look at the
22 drawings and the drawings say that there's supposed to be this equipment in this
23 location, but when you go to that location it's not there. So there are examples where --
24 how do you move forward? You need to have some guidance from the entity that's
25 fulfilling that warranty obligation.

26 I'm of the view very much that Alstom could resolve many of these
27 problems, but you do get to a state where you need to have a discussion about, okay,
28 what's the right step forward? And then in the absence of having all the information and

1 in the absence of having that logical and pragmatic discussion about how you move
2 forward, you get to a point where you're stuck.

3 **MR. MARK COOMBES:** Right. And just to touch on a final point
4 before we move on from this point, you had said earlier in your evidence today that you
5 felt that maybe the warranty was not being honoured by OLRTC because it was
6 demobilizing. What is the impact on that? Maybe you can expand on that point a little
7 bit.

8 **MR. RICHARD FRANCE:** I mean, it would have been my
9 expectation that there would have been a number of technicians, sort of similar to what
10 we have on the rolling stock side, where there's a team dedicated to carrying out
11 repairs. I would have expected that there be an equivalent team that was performing a
12 level of support for those similar sort of issues. That would have been my expectation.
13 Instead, what we had was -- it's not fair to say that there was nobody at OLRTC, but
14 there was some engineering resource, let's say, but not available to the requirements
15 clearly imposed by the performance requirements in the contract. It's got very strict
16 time scales for dealing with this stuff, and engineers aren't working 24/7 and you would
17 need considerably more people. OLRTC would need considerably more people if they
18 were to give the type of coverage that is aligned with the performance requirements
19 under the contract.

20 And then my experience with this as well is if you just take the
21 whole warranty activity as a whole for the infrastructure, there wasn't adequate
22 discussion amongst the stakeholders -- so between RTM, OLRTC, Alstom, maybe even
23 the City -- to say, "Okay. How is that activity going to be executed?" So to start
24 revenue service and be faced with a surprise is not -- in my experience, that's not a
25 good way to handle that. You'd expect you'd have a sensible conversation a year in
26 advance where you map out organizational requirements. To cover it, you would
27 address how the commercials would be handled, and like that. Instead, we were faced
28 with a surprise.

1 **MR. MARK COOMBES:** Okay. Mr. Commissioner, I think that
2 may be an appropriate time to take the morning break.

3 **COMMISSIONER HOURIGAN:** All right. We'll do that. Thank
4 you.

5 **MR. MARK COOMBES:** Thank you.

6 **THE REGISTRAR:** Order. All rise. The Commission will recess
7 for 15 minutes.

8 --- Upon recessing at 10:20 a.m.

9 --- Upon resuming at 10:53 a.m.

10 **--- MR. RICHARD FRANCE, Resumed**

11 **THE REGISTRAR:** The Commission has resumed.

12 **COMMISSIONER HOURIGAN:** All right. Let's continue. Thank
13 you.

14 **--- EXAMINATION IN-CHIEF BY MR. MARK COOMBES (cont'd):**

15 **MR. MARK COOMBES:** Thank you, Mr. Commissioner.

16 Mr. France, I'd like to move on to talk to you about some difficulties
17 that Alstom may have encountered with the work order system on this project.

18 I understand that the work order system that's in use is called
19 IMIRS, I-M-I-R-S; is that correct?

20 **MR. RICHARD FRANCE:** Yes.

21 **MR. MARK COOMBES:** And I understand also that before
22 Revenue Service and going into Revenue Service, that the City was coding work
23 orders. They were responsible for that activity, or they had taken responsibility for that
24 activity. Is that also your recollection?

25 **MR. RICHARD FRANCE:** Yes, that's correct.

26 **MR. MARK COOMBES:** And I understand that from Alstom's
27 perspective, that introduced some difficulties with responding to work orders. Am I right
28 about that?

1 **MR. RICHARD FRANCE:** I would say that it increased -- there was
2 a considerably larger volume of work orders created by the City's method of doing it,
3 yes.

4 **MR. MARK COOMBES:** All right. And maybe you can explain for
5 the Commission how the City was coding work orders and why that was creating a
6 larger volume?

7 **MR. RICHARD FRANCE:** So you know, there was -- as I have
8 spoken to, there was lots of deficiencies, so the City's approach was to -- I mean, I kind
9 of call it shaking the tree to see what falls out. They were going around and exercising
10 the system extensively in a short period of time, and then you would get alarms or faults
11 or you know, they were finding problems at a much faster rate than you would expect to
12 in normal operations.

13 So and then, you know, a lot of these were deficiencies that were
14 sort of known, so it's -- I can't really say whether the individuals that were going around
15 and finding these problems knew that there was deficiencies, but certainly, there was an
16 overlap between known problems and new ones.

17 And so there was such a large volume of work orders that were
18 created in those initial months that it caused extra pressure and stress for us, yes.

19 **MR. MARK COOMBES:** And when you say "in those initial
20 months", are you talking about the months leading up to Revenue Service or also after
21 going into Revenue Service?

22 **MR. RICHARD FRANCE:** Well, that started in -- so we -- the
23 parties really only started using the system, IMIRS, and creating work orders in any
24 great level of detail at the point of trial running and then into service. So that was when
25 we really noticed it. And as I mentioned earlier, it was trial running when we started to
26 perform the maintenance, so that's when we noticed this very large volume of
27 deficiencies being created in the system.

28 **MR. MARK COOMBES:** All right. And there's two -- maybe two

1 separate but perhaps related issues, as I understand it, with respect to that.

2 So the first would be that the City, as I understand it, was coding
3 the work orders with maybe a higher severity than could otherwise have been coded.
4 Am I fair in saying that?

5 **MR. RICHARD FRANCE:** I presume so. So there's a question set
6 in IMIRS that the person coding the work order is supposed to go through that helps
7 them determine what the correct priority level is. So you know, I can't speak to it, but I
8 can only assume that you have a larger number of people in the City or OC Transpo,
9 and they wouldn't have been -- I would presume they wouldn't have been up to speed in
10 the same kind of way that RTM would, who created that system, IMIRS. So maybe they
11 didn't understand how to go through that question set. I'm not sure.

12 But we did notice a difference when RTM started coding the work
13 orders. And then I understand, in the background, there was discussions between RTM
14 and the City on how to handle these deficiencies that were getting raised. I presume
15 there must have been an agreement that where they agreed that they weren't going to
16 raise things where they knew it was a known issue, like, software, for example, and a fix
17 was going to come later. So we saw a change when RTM took control of that process.

18 **MR. MARK COOMBES:** All right. And when you say that those
19 discussions were happening in the background, and you presume, I take that to mean
20 that Alstom was not involved in those discussions?

21 **MR. RICHARD FRANCE:** No, we weren't, we weren't. And my
22 testimony is very anecdotal.

23 **MR. MARK COOMBES:** All right. Now, the second aspect that I
24 want to ask you about is your indication that your belief was that the City was going
25 around, and you said, "shaking the tree". And can you maybe describe that behaviour
26 for the Commission, or what you understood that behaviour to be?

27 **MR. RICHARD FRANCE:** Well, you know, imagine you go to a
28 station and then you know, you've got different areas where passengers or the public

1 might be able to interact with. So you could go and you could press all the buttons to
2 see if an alarm generates. You know, there might be a help phone. You pick it up and
3 then you call and see if that's working. And then, you know, you go into the elevator
4 and jump up and down, press the buttons. And you know, elevators is not really
5 Alstom's scope but those elevators are in the stations so just to give you an idea.

6 So you go through this sort of thing. You shake components. Like,
7 you might shake the doors and do the same on the train where you exercise, you know,
8 all the pieces that the public might touch. So I guess that's the idea of shaking the tree.
9 But if you do a very large amount of it all at once, well, you sort of create a bow wave of
10 work that then needs to be processed. And it's not the smartest way to move forward on
11 something like that.

12 **MR. MARK COOMBES:** And at this point the Commission has
13 heard evidence from City witnesses that there were individuals on behalf of the City
14 moving through the system and exercising those functions or shaking the tree, as you
15 said. Was Alstom consulted about whether or not those people should be moving
16 through the system. Did Alstom have any prior indication that individuals would be
17 moving through the system and doing that?

18 **MR. RICHARD FRANCE:** So there was meetings that were taking
19 place that -- we called it the 4:00 p.m. meeting. And different entities would be
20 participating at that so the City, OLRTC, different representatives from Alstom, so
21 myself and my counterpart on the rolling stock, contracting, RCM, and so different
22 people would participate in this. And there was mention in that that, you know, a level
23 of this sort of exercise was going to take place.

24 **MR. MARK COOMBES:** So Alstom was aware that that activity
25 would be taking place. But did that lead Alstom to, for example, increase its resources
26 in terms of staffing to be able to deal with this increased level of work orders? Or what
27 impact did that have on Alstom to maintain the system once revenue service had
28 commenced?

1 **MR. RICHARD FRANCE:** I mean, it's important to appreciate that
2 if you're having discussions about that kind of behaviour that you're going to do weeks
3 before you move into trial running or service that if the expectation is to increase
4 resources to address it, well, then those discussions should have happened more than
5 six months earlier because recruitment of resources takes time. Finding resources, the
6 right resources can easily take three months for sort of entry level technical staff.
7 Specialist staff can take six months.

8 So it's not an appropriate time to suddenly suggest you're going to
9 do that kind of thing. But what should have been discussed is that for known types of
10 problems you would agree a path forward for how you would handle those groupings.
11 You know, like, if there was some alarms that would get generated because of known
12 problems with software, then you would come to an agreement that, okay, we'll stay
13 away from those because we know that there's a fix coming in a number of months that
14 will address that problem. And so there's not really much point in raising a very large
15 volume of these every day. It just creates a distraction.

16 So there wasn't enough discussions like that in the beginning to
17 come up with a good way forward. Those discussions happened after trial running and
18 after service, after sort of the different parties pleading with the City to say, "Look, this is
19 not the right kind of behaviour. There's a smarter way and a more efficient way to go
20 through these problems."

21 **MR. MARK COOMBES:** And just on the topic of staffing because
22 it's come up in other witnesses' evidence, your evidence to me earlier was that at the
23 time you joined Alstom in June of 2019 you sort of undertook an exercise to make sure
24 that you had appropriate resources in place. So I assume part of that was ensuring that
25 you had an adequate number of people to perform tasks that you thought they would
26 need to perform when the system was going into trial running and then revenue service;
27 is that a fair summary of your evidence?

28 **MR. RICHARD FRANCE:** Yes. So I made an assessment of the

1 organization and I made alterations from my arrival leading into trial run and revenue
2 service. And then as we got the return of experience from trial run I made further
3 adjustments. I believe we had, you know, the maintenance organization. I believe
4 around July we had about 90 people in total and by November of 2019 we were up to
5 around 130 people. So we recruited quite a lot of resources over the beginning of that
6 stretch. And I'm just speaking for the maintenance organization.

7 There was other recruitment adjustments being made on the rolling
8 stock side that I'm sort of less intimate with. And we regularly review our resources on
9 a sort of a monthly basis, let's say, where I communicate to senior management about
10 how we're performing and whether we need more resources or like this. And then we
11 make adjustments as we learn from the experience. So that's a normal part of
12 executing the contract.

13 So we've always been evaluating our resources and adapting and
14 adjusting as we thought was appropriate.

15 **MR. MARK COOMBES:** All right. And do you feel that the
16 resourcing level of Alstom has been appropriate or sufficient to meet its maintenance
17 demands, you know, after revenue service?

18 **MR. RICHARD FRANCE:** So when you look at the maintenance
19 project under RTM with Alstom, we adequately resourced to take control of a system
20 that was going to perform. We didn't expect to receive such a large volume of
21 deficiencies with the infrastructure and similarly there was a large number of retrofits on
22 the vehicle side that we faced. Fortunately, there was the other organization supporting
23 that. So we resourced according to what we thought we were going to get ---

24 **MR. MARK COOMBES:** Right.

25 **MR. RICHARD FRANCE:** --- which was ---

26 **MR. MARK COOMBES:** I just want to, at this point -- I'm sorry. Go
27 ahead.

28 **MR. RICHARD FRANCE:** Which was the better performing system

1 than -- as it turned out.

2 **MR. MARK COOMBES:** I'd just like to put a transcript of evidence
3 to you regarding Alstom's staffing levels and that is TRN69. And this is the transcript of
4 evidence given by Mario Guerra. Are you familiar with Mr. Guerra?

5 **MR. RICHARD FRANCE:** Yes.

6 **MR. MARK COOMBES:** And if we move to page 80 of the
7 evidence, I just want to start about mid-way down the page. And Ms. McGrann, my
8 colleague, says:

9 "In your view, was Alstom aware that it was short-
10 staffed?"

11 Mr. Guerra says:

12 "I think we had a disagreement where they felt they
13 were adequately staffed but we felt they weren't."

14 Ms. McGrann says:

15 "Was that disagreement ultimately resolved?"

16 Mr. Guerra said:

17 "Ultimately yes. After the last derailment Alstom
18 staffed up to a large degree, yes."

19 Ms. McGrann says:

20 "And what caused Alstom to increase its number of
21 staff?"

22 Mr. Guerra:

23 "So after the last derailment there was -- there was a
24 lot of work required to get back to revenue service
25 from the perspective of the -- addressing the issues
26 with the vehicles and ensuring that they were safe for
27 use on the line. So they would have had staffed up to
28 ensure to get that work done in an acceptable

1 timeframe. You know, they brought in a lot of quality
2 control people to ensure that -- all the processes
3 around that. There was just a genuine increase in
4 presence in the maintenance facility so they would
5 have staffed up, I'm going to say twofold at least
6 during that period."

7 And Ms. McGrann says:

8 "And then once revenue service resumed, what
9 happened to Alstom's staffing levels?"

10 Mr. Guerra said:

11 "It decreased but not to levels they were before. They
12 maintained a higher level work force."

13 Ms. McGrann says:

14 "And as things sit right now, what is your view on the
15 adequacy of the number of staff and roles filled at
16 Alstom?"

17 Mr. Guerra said:

18 "On the vehicle side, I think they would say there is
19 sufficient -- I would say they're sufficient. On the
20 infrastructure maintenance side I would say they're
21 not. They're not adequately staffed."

22 So I just want to get your take on Mr. Guerra's evidence that at this
23 point in time maybe Alstom is not adequately staffed on the infrastructure and
24 maintenance side. Would you agree with that characterization of Alstom's staffing
25 levels?

26 **MR. RICHARD FRANCE:** No. On the infrastructure side I wouldn't
27 say that. I come back to my earlier part where I said, you know, I had experience
28 maintaining a system in Dublin which included infrastructure, very comparable to

1 Ottawa, but it was about three times the size. We had 34 technicians for a system three
2 times the size there versus 28 that we have -- that we had earlier here in Ottawa. So if
3 you just do the comparison, you see the ratio. There's, you know, a good number of
4 staff in the infrastructure team to carry out maintenance. The trouble with what Mario is
5 saying is there's this -- and I've -- I've mentioned it already, but it's the deficiencies from
6 the construction. There's a large volume of these deficiencies and so -- so it was our
7 expectation that there would be a two-year warranty support from OLRTC around these
8 problems and, you know, that would have bolstered, you know, the overall team of
9 people that were dealing with stuff that occurred, and also would have provided an
10 excellent learning opportunity for those involved.

11 So I -- it's not so straightforward to say that -- what Mario's saying.
12 You have factor in that, you know, a large portion of the work is related to construction
13 issues.

14 **MR. MARK COOMBES:** All right. And if I can just summarize your
15 evidence, would it be fair to say that your view, then, is that you were adequately staffed
16 for the maintenance activities you need to perform but not necessarily for the corrective
17 work that maybe still remains to be performed on the system?

18 **MR. RICHARD FRANCE:** So we -- we are -- we are -- we are
19 performing the -- you know, the -- a large of the corrective work that's arising. So we've
20 managed to absorb a great -- a great portion of that. So -- so there -- so I would say
21 that we've resourced quite well on the infrastructure side. It's -- but we were expecting
22 to receive a system without the level of deficiencies that were there.

23 **MR. MARK COOMBES:** All right. If I can just -- we can take that
24 transcript down; thank you to the court staff. And I just want to put up one last transcript
25 and ask you just to comment on one piece of evidence that was in Mr. Troy Charter's
26 evidence yesterday before the Commission. And that is TRN205. And if we move to
27 page 138 of the transcript. All right. And midway down the page, Mr. Charter says the
28 following:

1 “So into trial running and into revenue service, there
2 was a reluctance at certain points of allowing our
3 operators to do more troubleshooting on the vehicles.
4 You know, there was a limited number of functions we
5 could do. You know, isolating a door -- I think I
6 described that, you know, isolating a door is taking a
7 door out of service but the train is allowed to stay in
8 service, those types of actions. But we really wanted
9 to leverage the fact that this wasn't a driverless
10 system, that we had an operator on the vehicle, and
11 while we were dispatching, the technician to look at
12 the train, you can have an operator doing some
13 preliminary work to either try to reset something to get
14 that train either back into service or get a train to the
15 terminal station to minimize the impact on customers.”
16 (As read).

17 And just, if we move to the next page, 139, again midway down the
18 page, and Ms. McGrann says to Mr. Charter:

19 “Okay. And the reluctance that you described that
20 was initially experienced, do you know where that
21 reluctance was coming from?”

22 Mr. Charter says:

23 “Primarily, it was coming from Alstom at the time, the
24 manufacturer of the train, and I understand the
25 reluctance. They're responsible for maintaining the
26 vehicle and they really want to get the root cause of
27 issues. But when you're in revenue service with
28 customers, you can't troubleshoot a vehicle for an

1 hour. The train either needs to get to a terminus
2 station where it has minimal impact or it needs to get
3 off the line because you could create other potential
4 safety or security issues by having people stuck on
5 the train for an extended period of time. That was
6 primarily where the initial reluctance was coming
7 from, but I understand the why. We were shifting the
8 focus from a testing and commissioning sort of
9 mindset to now you're in revenue service with
10 customers on those trains." (As read).

11 So I just want to put to you Mr. Charter's evidence to see if you
12 agree that there may have been a reluctance from -- coming from Alstom to allowing
13 operators to do initial troubleshooting on the vehicles; would you agree with that
14 characterization?

15 **MR. RICHARD FRANCE:** So I -- if you allow me, I'll elaborate a
16 little bit more. In many respects, I agree with what Troy has stated here. I -- as I
17 mention, I'm the project manager on the maintenance project. There's another on the
18 rolling stock one. My career at Alstom has always been in maintenance and, you know,
19 offering great service, so I have this mindset that, you know, agreeing completely with
20 what Troy's saying, "Let's do everything we can to keep the train moving. Let's help,
21 you know, empower the EROs so that they can make these decisions on the fly and
22 teach them and give them procedures so that they can -- they can -- so that they can
23 handles these faults. I was very much on board with his line of thinking.

24 But at the same time, then, you know -- and I had internal
25 discussions with my counterpart in Alstom -- at the same time, I had to appreciate that
26 they needed to learn and understand what was going wrong with those trains at the time
27 so that they could be able to quickly, you know, diagnose and find solutions to those
28 problems. If we -- if we allowed the EROs to clear the faults, then the information would

1 have been gone and we would have struggled to be able to implement the solutions at
2 the rate that we did.

3 So it's tricky. It's a balancing act between the best service but also,
4 you know, the best service in slightly -- in the slight future where you correct these
5 problems from even existing. So that's ---

6 **MR. MARK COOMBES:** And when you say "they" -- in that last
7 comment, you said "they", "they" need to get in and understand what's going on; you
8 mean the rolling-stock side of Alstom?

9 **MR. RICHARD FRANCE:** Yeah, so the warranty technicians that
10 were supporting that part of the project. So the warranty technicians on the rolling stack
11 project, they needed to get, diagnose what was going on, feed that back to the
12 engineering team that was supported them, you know, and then developing the solution.
13 So ---

14 **MR. MARK COOMBES:** Great.

15 Thank you, Mr. Commissioner. Those are all my questions for this
16 witness at this point.

17 **COMMISSIONER HOURIGAN:** All right. Thank you, Mr. Coombes.
18 Next up is the City of Ottawa.

19 **MS. CATHERINE GLEASON-MERCIER:** Good morning. It's
20 Catherine Gleason-Mercier, g-l-e-a-s-o-n, hyphen, m-e-r-c-i-e-r, for the City of Ottawa.

21 **--- CROSS-EXAMINATION BY MS. CATHERINE GLEASON-MERCIER:**

22 **MS. CATHERINE GLEASON-MERCIER:** Hi, Mr. France. How are
23 you?

24 **MR. RICHARD FRANCE:** I'm fine, thank you. And yourself?

25 **MS. CATHERINE GLEASON-MERCIER:** I'm good, thanks. So I
26 believe you told Commission counsel in your interview, and then again this morning,
27 that you joined the Ottawa LRT Project with Alstom in June 2019?

28 **MR. RICHARD FRANCE:** Correct.

1 **MS. CATHERINE GLEASON-MERCIER:** And you said your title
2 was project manager; is that correct?

3 **MR. RICHARD FRANCE:** Yes.

4 **MS. CATHERINE GLEASON-MERCIER:** And you were also
5 appointed as the vehicle maintenance manager in July 2019, correct?

6 **MR. RICHARD FRANCE:** Not to my knowledge.

7 **MS. CATHERINE GLEASON-MERCIER:** Okay. Can we pull up a
8 document, please, COW0159484?

9 **--- EXHIBIT No. 261:**

10 COW0159484 – RTG letter to City of Ottawa 22 July 2019

11 **MS. CATHERINE GLEASON-MERCIER:** This is a letter date July
12 22nd, 2019, and it's from RTG to Michael Morgan at the City. If we scroll down to the
13 first paragraph, please, we see it says:

14 “Please refer to the attached correspondence as
15 notification that Rideau Transit Maintenance, RTM,
16 would like to formally nominate Mr. Richard France as
17 the new vehicle maintenance manager, a Schedule 9
18 key individual, as a replacement for Mr. Alvin
19 Hussein.” (As read).

20 Does that refresh your memory? Were you the vehicle
21 maintenance manager?

22 **MR. RICHARD FRANCE:** I don't recall seeing this letter.

23 **MS. CATHERINE GLEASON-MERCIER:** Okay. So you don't
24 recall being appointed in that role?

25 **MR. RICHARD FRANCE:** No. I mean -- so the -- we wrote to RTM
26 after my arrival to say that I was a representative under the contract. There's a section
27 on the contract about representatives, so we wrote a letter to say that I was appointed
28 as a representative for Alstom.

1 **MS. CATHERINE GLEASON-MERCIER:** Right. But that's
2 different than this role as vehicle maintenance manager, correct?

3 **MR. RICHARD FRANCE:** Presumably so.

4 **MS. CATHERINE GLEASON-MERCIER:** Okay. We can take that
5 down now, thank you. I believe you also spoke about the resourcing that you made
6 when you came on the project in June 2019 and that you had added some additional
7 people in a couple of roles; do you recall speaking about that this morning?

8 **MR. RICHARD FRANCE:** Yes. Sorry, which stage, sorry?

9 **MS. CATHERINE GLEASON-MERCIER:** When you first came on
10 in June 2019.

11 **MR. RICHARD FRANCE:** Yeah.

12 **MS. CATHERINE GLEASON-MERCIER:** Yeah. And you told
13 Commission that, as a result, Alstom hired some additional supervisors on the
14 infrastructure side and then some additional techs; I believe that's what you said.

15 **MR. RICHARD FRANCE:** Supervisors? What's the ---

16 **MS. CATHERINE GLEASON-MERCIER:** And some additional
17 technicians; is that correct -- on the vehicle side?

18 **MR. RICHARD FRANCE:** We -- as I said earlier, we hired
19 additional service operators on vehicles, additional supervisors on infrastructure ---

20 **MS. CATHERINE GLEASON-MERCIER:** Yes, okay.

21 **MR. RICHARD FRANCE:** --- prior to trial running, yes.

22 **MS. CATHERINE GLEASON-MERCIER:** Right, prior to trial
23 running. And are you aware or do you recall the City asking Alstom and RTM to provide
24 commitments regarding resourcing during that period in the summer of 2019?

25 **MR. RICHARD FRANCE:** So there was some discussions around
26 having train riders to support trial running and into service for the first months after the
27 start. So there was discussions around resources with the City and Alstom.

28 **MS. CATHERINE GLEASON-MERCIER:** Okay. So let's go to

1 COW0451494, please. And you'll see this is an email chain, and we'll just situate
2 ourselves at the top. It's August 12th, 2019, and if we scroll to the bottom of the first
3 page, the top of the first email is from Mr. Manconi on August 9th. And if we just scroll
4 down a little bit lower, we can see the body of his email. So we'll see that Mr. Manconi
5 writes, and he says:

6 "Here's the update from the numerous meetings we
7 had with RTG/Alstom and RTM." (As read)

8 And then in the second paragraph, he says in the second sentence:

9 "Here's what Alstom has committed and has already
10 begun." (As read)

11 And then he lists a number of commitments. So we'll see he lists
12 technicians on trains, which I believe is what you were speaking of, vehicle repair
13 technicians, support staff for supervisors, addition of a fleet manager, adding the
14 director of engineering from Cornell, and support for key suppliers overseas. Do you
15 see those six items?

16 **MR. RICHARD FRANCE:** Yes, I see those items. Sorry. Can you
17 remind of the date of the letter?

18 **MS. CATHERINE GLEASON-MERCIER:** Of course. This is
19 August 9th, 2019.

20 **MR. RICHARD FRANCE:** August 9th. Thank you. Yeah.

21 **MS. CATHERINE GLEASON-MERCIER:** So then you'll agree with
22 me that Alstom was providing more than just a few additional supervisors on the
23 infrastructure team. This is at least 17 people, by my count.

24 **MR. RICHARD FRANCE:** Well, these resources are not strictly
25 related to the infrastructure. So ---

26 **MS. CATHERINE GLEASON-MERCIER:** These are to support ---

27 **MR. RICHARD FRANCE:** --- we brought in ---

28 **MS. CATHERINE GLEASON-MERCIER:** Sorry. Go ahead.

1 **MR. RICHARD FRANCE:** No, go ahead.

2 **MS. CATHERINE GLEASON-MERCIER:** I was going to say these
3 are to support the overall obligations of Alstom on the vehicles and the infrastructure
4 side?

5 **MR. RICHARD FRANCE:** Yes. We agreed to bring in these
6 resources to support our maintenance obligation.

7 **MS. CATHERINE GLEASON-MERCIER:** And this was in direct
8 response to the City's concerns about resourcing, correct?

9 **MR. RICHARD FRANCE:** I don't think I would say in direct
10 response.

11 **MS. CATHERINE GLEASON-MERCIER:** Okay.

12 **MR. RICHARD FRANCE:** There was a discussion with the City
13 and we agreed to bring in additional resources. Take, for example, engineering
14 director. I had already taken the decision to have additional engineering support, based
15 on my review of the organization. It wasn't because of a discussion with the City -- I
16 mean, as an example.

17 **MS. CATHERINE GLEASON-MERCIER:** Okay. Well, let's scroll
18 up to the top of this email. And in the middle of the page we see an email on August
19 12th. And this is Mr. Mathieu Gravel to Mr. Manconi, and he says:

20 "The call with the Alstom CEO went very well." (As
21 read)

22 And I don't expect you will know who Mathieu Gravel is, but you
23 can take it from me he's in the mayor's office. The mayor had a call with the Alstom
24 CEO, and as Mathieu Gravel is reporting:

25 "He, [being the Alstom CEO], is committing to the plan
26 and resourcing his team agreed to. He also
27 committed to maintaining the resourcing plan in the
28 months following the launch, as he recognizes we

1 have no other choice but to ensure that the system
2 launch is a success.” (As read)

3 Do you see that?

4 **MR. RICHARD FRANCE:** Yes, I see that.

5 **MS. CATHERINE GLEASON-MERCIER:** So then this is Alstom
6 CEO committing resources in direct response to a request from the City, correct?

7 **MR. RICHARD FRANCE:** Yeah. The CEO of Alstom and the City
8 had a discussion around resources, and they’ve summarized their discussion below.
9 But coming back to the earlier question, I don’t think I agree that those resources are
10 purely from that discussion. We were also thinking about resources ourselves. I mean,
11 it’s more than just in response to a conversation between Alstom and the City. We were
12 also looking at it ourselves.

13 **MS. CATHERINE GLEASON-MERCIER:** Okay. Well, let’s look at
14 another document, COW0450734.

15 **--- EXHIBIT No. 262:**

16 COW0450734 – Email from Troy Charter to John Manconi et
17 al Re – Resource Plan for Tech’s 29 August 2019

18 **MS. CATHERINE GLEASON-MERCIER:** So this is a little bit later
19 in August -- still in August but at the end, August 29th. And let’s start at the bottom of
20 the email chain. And we see at the bottom an email from Claude Jacob, and he’s
21 emailing Troy Charter at the City and Michael Morgan. And he says:

22 “See attached. Received from Justin at Alstom.
23 Improved weekend coverage. In transit now, but we’ll
24 follow up with you later today.” (As read)

25 Do you see that? Sorry. From Peter Lauch to Troy Charter. Do
26 you see that at the very bottom?

27 **MR. RICHARD FRANCE:** Yes, I see that.

28 **MS. CATHERINE GLEASON-MERCIER:** Yeah. And then right

1 above is Mr. Jacob, who is sending the management procedures of the rovers. Do you
2 see that?

3 **MR. RICHARD FRANCE:** Claude Jacob sent that? Yes.

4 **MS. CATHERINE GLEASON-MERCIER:** Yeah. And then if we
5 scroll up to the next email in the chain, we see -- this is from you, and you write to Mr.
6 Charter and you say:

7 "Troy, there seems to be a clerical error with the sheet
8 circulating. Our proposal was to be in line with what
9 we are currently providing. During peak hours, we
10 proposed to use the seasoned troubleshooters at the
11 ends of the line, Blair and Tunney's. Outside of peak
12 hours, these technicians will head back to the MSF to
13 carry out troubleshooting of vehicles stopped for
14 corrective repairs. For the rovers on the train, we
15 intend to provide greater coverage with between the
16 hours of 4:00 a.m. and 8:00 p.m." (As read)

17 Do you see that?

18 **MR. RICHARD FRANCE:** Yes.

19 **MS. CATHERINE GLEASON-MERCIER:** So then your response
20 to Mr. Charter was "We're going to keep doing what we're doing right now -- what is in
21 place right now in terms of the rovers", correct?

22 **MR. RICHARD FRANCE:** No, I wouldn't conclude there. There's a
23 further email in the sequence.

24 **MS. CATHERINE GLEASON-MERCIER:** Sorry. Your email right
25 in this moment, the one we just looked at, you confirmed with Mr. Charter your plan was
26 to do what was in place.

27 **MR. RICHARD FRANCE:** No. It seems that there's a discussion
28 around a discrepancy and we're gaining clarification around what that discrepancy is.

1 That's how I interpret it. I don't see that as a -- that we weren't going to provide the
2 resources. I mean, you have to look at what we did ultimately.

3 **MS. CATHERINE GLEASON-MERCIER:** Well, we'll get there, Mr.
4 France, but let's look at the last line of this email. You close your email saying:

5 "I hope this is acceptable. I would be happy to
6 discuss further the logic of why we have proposed
7 this." (As read)

8 So I'm going to put it to you that in this email, you have made a
9 proposal and you are standing behind what you are currently providing in terms of the
10 rovers and their service. Is that fair?

11 **MR. RICHARD FRANCE:** Well, it seems as though I've offered an
12 olive branch for further discussion to clarify what needs to be done, so I don't think this
13 email really concludes the topic.

14 **MS. CATHERINE GLEASON-MERCIER:** Okay, sir, I guess we're
15 going to disagree about what "I hope this is acceptable" means.

16 Let's scroll up. We have Mr. Charter's response, who says:

17 "No, I do not understand, nor do I accept this alternate
18 support schedule below. The altered support
19 schedule is not what was previously presented nor
20 agree to by the City." (As read)

21 Mr. Charter goes on to say:

22 "The original proposed schedule with the vehicle
23 techs at Tunney's and Blair from 4:00 a.m. till 9:00
24 p.m. Monday to Friday, and weekend coverage at
25 Tunney's from 5:00 a.m. till 9:00 p.m. on Saturday
26 and from 8:00 a.m. till 9:00 p.m. on Sunday, is the
27 agreed requirement for Alstom to provide." (As read)

28 He then says:

1 "This has been agreed to at the senior executive level
2 and RSA will not be granted without." (As read)

3 **MR. RICHARD FRANCE:** So ---

4 **MS. CATHERINE GLEASON-MERCIER:** And then we scroll up ---

5 **MR. RICHARD FRANCE:** Sorry. Yeah, go ahead.

6 **MS. CATHERINE GLEASON-MERCIER:** --- we see you say:

7 "Okay. Understood. I will make the necessary
8 adjustments." (As read)

9 So you're adjusting the proposed plan that you set out to Mr.
10 Charter earlier, correct?

11 **MR. RICHARD FRANCE:** So the sequence, then -- you have Troy
12 providing greater clarity about discussions and what was agreed. Perhaps I didn't
13 understand, but then now I've agreed and we're moving forward. I think this sequence
14 of emails just highlights a point of clarification. Ultimately, as I said, you have to look at
15 what we did in the end. So I don't think we disagreed. This is about seeking
16 clarification and making the correction and moving forward.

17 **MS. CATHERINE GLEASON-MERCIER:** Right. And what you
18 agreed to was what Mr. Charter proposed, and it was at the City's request to add
19 additional coverage, correct?

20 **MR. RICHARD FRANCE:** Well, it would have been from a
21 discussion, and perhaps I didn't understand. Clarification was achieved and then we
22 moved forward.

23 **MS. CATHERINE GLEASON-MERCIER:** Right, but my question
24 was ---

25 **MR. RICHARD FRANCE:** I wouldn't read in any more than that.

26 **MS. CATHERINE GLEASON-MERCIER:** --- the City requested
27 additional coverage -- whether you needed clarification or not, my question was the City
28 requested additional coverage and you provided it, correct? Sir, your email says, "I will

1 make the necessary adjustments.” I don’t think it’s that contentious. You provided the
2 additional coverage, correct?

3 **MR. RICHARD FRANCE:** We resourced -- yeah, we changed the
4 plan afterwards and put in the resources that we agreed.

5 **MS. CATHERINE GLEASON-MERCIER:** Right. Okay. We can
6 take down the share. Thank you.

7 I believe you talked a little bit about this with my friend, that there
8 were issues with the vehicles in the maintenance term; is that correct?

9 **MR. RICHARD FRANCE:** Sorry, the maintenance term?

10 **MS. CATHERINE GLEASON-MERCIER:** Right. So after RSA?
11 The maintenance term under the Project Agreement starts after Revenue Service, so
12 after September 2019.

13 **MR. RICHARD FRANCE:** So yes, there were issues with the
14 vehicles after the start of Revenue Service.

15 **MS. CATHERINE GLEASON-MERCIER:** Right. And those issues
16 are in sort of late 2019, early 2020, going into March 2020?

17 **MR. RICHARD FRANCE:** Yes.

18 **MS. CATHERINE GLEASON-MERCIER:** And for example, there
19 were issues with the overhead catenary system, both the pull downs and the parafil?

20 **MR. RICHARD FRANCE:** That’s on the infrastructure side, but
21 there were those issues, yes.

22 **MS. CATHERINE GLEASON-MERCIER:** Right. There were
23 issues with the switches?

24 **MR. RICHARD FRANCE:** Yeah.

25 **MS. CATHERINE GLEASON-MERCIER:** And on the vehicles with
26 the doors?

27 **MR. RICHARD FRANCE:** Yes.

28 **MS. CATHERINE GLEASON-MERCIER:** There were issues with

1 the inductors and the pantograph as well?

2 **MR. RICHARD FRANCE:** Inductors, yes, pantograph, maybe. I ce
3 recall at this ---

4 **MS. CATHERINE GLEASON-MERCIER:** Right. There were a
5 number of different issues. And you'll agree with me that those issues hadn't occurred
6 prior to RSA, correct?

7 **MR. RICHARD FRANCE:** Well, there was issues before RSA, and
8 then there was issues after. Some of them appeared later in Revenue Service.

9 **MS. CATHERINE GLEASON-MERCIER:** The issues that we are
10 talking about, the issues with the catenary, with the switches, those appeared after
11 RSA, correct?

12 **MR. RICHARD FRANCE:** Yeah, the issues we saw, yeah, we
13 discovered them after RSA.

14 **MS. CATHERINE GLEASON-MERCIER:** And those issues, those
15 failures with the inductors, the switches, the OCS, those weren't the result of the
16 operators, anything the City was doing, correct?

17 **MR. RICHARD FRANCE:** Well, I mean, we've generalized and
18 grouped a lot of issues together, so some issues have a connection where the operation
19 could exacerbate the problem, but others wouldn't. So it's difficult to talk about it in such
20 general terms. You really have to be issue specific.

21 **MS. CATHERINE GLEASON-MERCIER:** But you'll agree with me,
22 the issue, let's take switches, for a second, the switch heaters, there was nothing an
23 operator could do, with regards to the switch heaters? That was a failure with that piece
24 of infrastructure, correct?

25 **MR. RICHARD FRANCE:** From the point of view of someone in
26 the train, an ERO, no. I mean, the -- okay. No, no. The -- you say with the switches,
27 you can exercise the switch heaters to get them melting the snow on the track earlier.
28 Now, you could say that's a maintenance activity or you could argue that there's support

1 provided through the operations. But I mean, ultimately, it's a technical problem, and --
2 for that example of the switch heaters -- and I wouldn't attribute the problems of the
3 switch heaters to the operator.

4 **MS. CATHERINE GLEASON-MERCIER:** And similarly, with the
5 inductors? That's not an ERO who's making a decision in the train that's causing that
6 failure, correct?

7 **MR. RICHARD FRANCE:** I agree, yeah. It's not the ERO.

8 **MS. CATHERINE GLEASON-MERCIER:** Okay. And I understand
9 that Alstom has taken the position that these issues or these failures with the
10 infrastructure and the track, for instance, track corrugation, track tolerance, rail kinking,
11 those are OLRTC's responsibility? They were defects that Alstom inherited, effectively?

12 **MR. RICHARD FRANCE:** We -- yeah, we inherited many
13 deficiencies with the system.

14 **MS. CATHERINE GLEASON-MERCIER:** And just to be precise,
15 when you say "deficiencies", I assume what you mean are defects, defects in the work?

16 **MR. RICHARD FRANCE:** Workmanship, and I guess -- yeah,
17 yeah.

18 **MS. CATHERINE GLEASON-MERCIER:** Yeah. And these
19 defects were on the system when Alstom took over the maintenance; is that -- that's
20 what you told Commission counsel earlier today, I believe?

21 **MR. RICHARD FRANCE:** Well, I mean, difficult to speak to
22 whether they were already there. Some of them, yes, others potentially would have
23 been found as at a later stage, you know? I -- so I can't say whether they were there
24 before. I don't know.

25 **MS. CATHERINE GLEASON-MERCIER:** Right. And just to be
26 fair, they may have been there, but they were latent in that they weren't discovered.
27 They were discovered once the issues arose, correct?

28 **MR. RICHARD FRANCE:** We discovered them after we took

1 responsibility at RSA.

2 **MS. CATHERINE GLEASON-MERCIER:** Right. So they would be
3 a latent defect.

4 I believe you were speaking earlier this morning about the City's
5 attitude with regards to these issues that arose in the maintenance period and these
6 failures. And I believe you said something like, the City's attitude was to say, "Our
7 contract is with RTG," and not be as interested in the maintenance issues as between
8 RTM and Alstom. Do you recall saying that?

9 **MR. RICHARD FRANCE:** I spoke to that earlier. The -- yeah, in
10 many respects, the City had the attitude that their contract was with RTG. I wouldn't say
11 they weren't interested in, you know, maintenance that transpired, but they weren't
12 interested in how exchanges would happen between Alstom and RTM, so -- which is
13 foolish, in my opinion. You've got a system that's for the public. You should be very
14 interested and invested in how the entire system works. So anyway.

15 **MS. CATHERINE GLEASON-MERCIER:** So (audio glitch) me that
16 they City's contracting partner, it's not Alstom, it's RTG, correct?

17 **MR. RICHARD FRANCE:** Correct.

18 **MS. CATHERINE GLEASON-MERCIER:** And are you aware that
19 as a result of all the failures that happened leading up into March 2020, the City issued
20 a Notice of Project Co. Event of Default on RTG?

21 **MR. RICHARD FRANCE:** I'm aware. Sorry, which date?

22 **MS. CATHERINE GLEASON-MERCIER:** In March 2020.

23 **MR. RICHARD FRANCE:** Yes, I'm aware, yeah.

24 **MS. CATHERINE GLEASON-MERCIER:** Right. So it's not the
25 case then that the City didn't care about the maintenance issues or the failures that had
26 arisen, it was working through its contractual relationship with RTG, correct?

27 **MR. RICHARD FRANCE:** I mean, that's a contractual way of
28 looking at it. I mean, you have -- I think it's important to make the distinction between a

1 contractual approach and a day-to-day working relationship. So I -- they took steps to
2 try to address the problems that they were seeing from a contractual -- contract, which
3 is why there's the Notice of Default.

4 But that can trickle into a working level, which is not -- I think you
5 need to be careful about that. So ---

6 **MS. CATHERINE GLEASON-MERCIER:** But you'll agree with me
7 that the City wasn't able to impose upon Alstom any obligations. It didn't have that
8 ability because of the contractual structure; is that fair?

9 **MR. RICHARD FRANCE:** The City didn't have a direct contractual
10 link to Alstom, but when you say "didn't have the ability to impose something on
11 Alstom", I would -- I think I would disagree, because people who collaborate and
12 function at a healthier working level will meet and talk to each other and resolve -- will
13 come up with a better way to help each other to fulfill the requirements of what was sort
14 of intended by the contract. So I ---

15 **MS. CATHERINE GLEASON-MERCIER:** Right. But you'll agree
16 with me -- sorry, please finish.

17 **MR. RICHARD FRANCE:** No, go ahead.

18 **MS. CATHERINE GLEASON-MERCIER:** You'll agree with me
19 though that the City wasn't able to interfere in that contractual relationship? The Alstom
20 relationship was with RTM, not with the City?

21 **MR. RICHARD FRANCE:** Alstom had a relationship with RTM, and
22 Alstom had a relationship with OLRTC.

23 **MS. CATHERINE GLEASON-MERCIER:** And OLRTC.

24 Did RTG or RTM or OLRTC issue any Notices of Default to Alstom
25 as a result of the failures in March 2020?

26 **MR. RICHARD FRANCE:** March 2020? So we received a Notice
27 of Default from RTM, but we -- in many respects, we contested it because the -- many
28 of the issues that were highlighted by the City were related to deficiencies with the --

1 with construction, with the infrastructure, and which sort of created a demand on our
2 resources. And so we thought it wasn't appropriate that that was flowed down to us.

3 But you know, we endeavoured to support RTM, our client, as best
4 we could in preparing the remedial plan which was fed back to the City in response to
5 that Notice of Default. So you know, we worked quite closely with RTM to support that
6 endeavour.

7 **MS. CATHERINE GLEASON-MERCIER:** Let's shift gears a little
8 bit. We've heard a lot from a variety of witnesses on wheel flats, and wheel flats, I
9 believe, can be addressed with a wheel lathe? That's how they are addressed in terms
10 of the corrective action; is that fair?

11 **MR. RICHARD FRANCE:** So if you have wheel flats it requires
12 reprofiling the wheels, yes.

13 **MS. CATHERINE GLEASON-MERCIER:** And that's done with the
14 wheel lathe?

15 **MR. RICHARD FRANCE:** Correct.

16 **MS. CATHERINE GLEASON-MERCIER:** But there were other
17 issues with the wheels and I'm going to put it to more significant issues. And that was
18 the wheel cracking, correct?

19 **MR. RICHARD FRANCE:** There was an issue with cracks in the
20 wheels, yes.

21 **MS. CATHERINE GLEASON-MERCIER:** And we haven't really
22 heard much about that so I want to spend a bit of time on that.

23 Wheel cracks were first discovered in July 2020, correct?

24 **MR. RICHARD FRANCE:** Yes.

25 **MS. CATHERINE GLEASON-MERCIER:** And this issue with the
26 wheel cracks that were discovered, that actually had to be reported to the
27 Transportation Safety Board, correct?

28 **MR. RICHARD FRANCE:** Yes.

1 **MS. CATHERINE GLEASON-MERCIER:** Unlike, say, the wheel
2 flats that didn't get reported.

3 **MR. RICHARD FRANCE:** They're considerably different issues so
4 yes, the wheel flats were not reported to the TSB.

5 **MS. CATHERINE GLEASON-MERCIER:** Right. So let's look at
6 the TSB's letter. Can we pull up COW0489340?

7 **--- EXHIBIT No. 263:**

8 COW0489340 – Transportation Safety Board letter to City of
9 Ottawa 17 December 2020

10 **MS. CATHERINE GLEASON-MERCIER:** So this is Rail Safety
11 Advisory letter 617-08-20. An if we scroll to page 4 of this document we'll see the
12 paragraph that starts with "On 02 July 2020..."

13 And we see that Alstom was doing a retrofit and it observed that the
14 wheels located in the L17 and R20 positions had cracks on the outboard face of the
15 wheel hub. So Alstom identified the wheel cracks during a proactive retrofit program; is
16 that correct?

17 **MR. RICHARD FRANCE:** It would seem so. Again, it was on the
18 rolling stock contract with Alstom, but yes, I believe that's how it was discovered.

19 **MS. CATHERINE GLEASON-MERCIER:** Okay. And if we go to
20 the last page of the letter -- sorry, on page 8, please. And we scroll up, that's great.
21 Thank you.

22 We'll see that the TSB writes, and in fact recommends that:

23 "...OLRT and Alstom expedite the removal of all the
24 Lucchini resilient wheels that were originally installed
25 on the OLRT LRV fleet and were equipped with
26 jacking screws."

27 Do you see that?

28 **MR. RICHARD FRANCE:** Yes.

1 **MS. CATHERINE GLEASON-MERCIER:** And Alstom did commit
2 to inspect the fleet and replace all the impacted wheels, right?

3 **MR. RICHARD FRANCE:** Yes.

4 **MS. CATHERINE GLEASON-MERCIER:** Although I understand it
5 took until February, 2022 to complete that cracked wheel replacement, correct?

6 **MR. RICHARD FRANCE:** I believe so. I'm not intimate with the
7 planning because, as I said, it's on the other contract but yes, it was -- it took that long, I
8 believe.

9 **MS. CATHERINE GLEASON-MERCIER:** Yeah. So we can take
10 down that share. Thanks.

11 I want to move now to talk about the derailments. So you'll agree
12 that the derailments were the result of issues with the vehicles? So the August
13 derailment was the result of an axle bearing failure? And the September derailment
14 was the result of improperly torqued bolts, correct?

15 **MR. RICHARD FRANCE:** So starting with the August derailment,
16 to the extent of my knowledge, there was an initial investigation that identified, you
17 know, free play in the bearing stack which led to premature failure of the bearing and
18 then ultimately wheel separation. But where I concluded with the investigation in terms
19 of my involvement, the understanding of the root cause for why that free play was
20 occurring wasn't known so -- and was still under investigation.

21 **MS. CATHERINE GLEASON-MERCIER:** Well, let me put it this
22 way. The cause of the derailment in August with axle bearing failure, that was either the
23 result of the track or the vehicle itself, correct?

24 **MR. RICHARD FRANCE:** I can't speak to it because I wasn't
25 involved in the root cause analysis that occurred after my involvement. I only have
26 information, sort of anecdotally from other testimonies as part of that this Commission,
27 you know. There's other people in Alstom that are more familiar with it that were
28 involved in the investigation and spoke to it. But ---

1 **MS. CATHERINE GLEASON-MERCIER:** Okay. So you can't
2 speak to the derailment, the August derailment?

3 **MR. RICHARD FRANCE:** I can speak to -- as I said, I can speak
4 up to the point where we knew that the free play was occurring and the understanding
5 of why that free play was there, what was under investigation. And then separate
6 people within Alstom not on the maintenance contract undertook that investigation. So
7 that ---

8 **MS. CATHERINE GLEASON-MERCIER:** Can we turn up ---

9 **MR. RICHARD FRANCE:** Yeah.

10 **MS. CATHERINE GLEASON-MERCIER:** Sorry. Please finish.

11 **MR. RICHARD FRANCE:** And then you asked about 21, but I
12 forget the question. Sorry.

13 **MS. CATHERINE GLEASON-MERCIER:** Well, I think it's well
14 understood by everyone at this point that the derailment in September with LRV 21,
15 that's improperly torqued bolts; that's what caused that derailment.

16 **MR. RICHARD FRANCE:** Human factors issue, many things to
17 consider, yes.

18 **MS. CATHERINE GLEASON-MERCIER:** Okay. Well, let's go --
19 let's talk with the September derailment first.

20 I believe Alstom provided an 8-D summary regarding that
21 derailment so let's take a look at that. COW0523322. And while that's pulling up you'll
22 agree with me that this derailment caused significant damage to the vehicle and
23 infrastructure?

24 **--- EXHIBIT No. 264:**

25 COW0523322 – RTG letter to City of Ottawa with attached
26 Derailment Summary Report 8 October 2021

27 **MR. RICHARD FRANCE:** Yes, it did.

28 **MS. CATHERINE GLEASON-MERCIER:** Yeah. So if we can turn

1 to page 21 of this document you see that this is a letter enclosing the 8-D summary and
2 here we have Alstom's document. Do you recognize this, sir?

3 **MR. RICHARD FRANCE:** I believe so, yeah.

4 **MS. CATHERINE GLEASON-MERCIER:** And we'll see the
5 context provided by Alstom on the root cause analysis of the September 2021
6 derailment. And in that first bullet we see:

7 "The investigation and refurbishment activities were
8 conducted on an expeditious basis with a climate of
9 intense pressure from all stakeholders."

10 Do you see that?

11 **MR. RICHARD FRANCE:** Yes.

12 **MS. CATHERINE GLEASON-MERCIER:** And then it goes on to
13 say:

14 "... as there was a need to return the fleet to full
15 service levels."

16 Correct?

17 **MR. RICHARD FRANCE:** Yes. There was a lot of pressure
18 because there was the previous derailment not so long before. Then the activity of
19 routinely inspecting the trains to find ones that required rework, and then that rework
20 itself. Those were sort of new activities and there was a lot of pressure fulfilling that
21 stuff. So it was very high pressure, yes.

22 **MS. CATHERINE GLEASON-MERCIER:** Right. And the high
23 pressure led to the bolts not being properly torqued or more fairly, someone not noticing
24 that the bolts hadn't been properly torqued, correct?

25 **MR. RICHARD FRANCE:** As I said, it's human factors. There's
26 many things to consider. I think part of that, it was a new activity that hadn't been -- and
27 I need to distinguish.

28 So there's the mitigation piece that was fulfilled by Alstom on the

1 maintenance portion where we are routinely inspecting these axles and when we found
2 ones that didn't meet the criteria we took those trains out of circulation and then it went
3 over to the Alstom retrofit team under the rolling stock organization to carryout those
4 repairs. The activity was fairly new to that team.

5 **MS. CATHERINE GLEASON-MERCIER:** And so that's why there
6 wasn't proper oversight, because it was a new activity?

7 **MR. RICHARD FRANCE:** No. So there's other factors as well. So
8 it's not so simple as to point at one specific thing. It's a part of it but there are other
9 factors that contributed to the miss.

10 **MS. CATHERINE GLEASON-MERCIER:** Okay. Let's look at the
11 letter from the TSB on this derailment. COW0104775.

12 **--- EXHIBIT No. 265:**

13 COW0104775 – Transportation Safety Board letter to City of
14 Ottawa 2 November 2021

15 **MS. CATHERINE GLEASON-MERCIER:** And if we turn to page 7,
16 we see that the TSB provides their analysis or discussion of the work procedures and
17 oversight. And in this analysis, if we scroll down a little bit, please, we see in the first
18 paragraph, it says:

19 "There were no impact marks observed on the
20 gearbox surface in the area of the missing plug and
21 only one litre of the 6.1 litres of oil were required to
22 fuel the gearbox floor as recovered." (As read).

23 And then the TSB suggests that Alstom procedures were not
24 followed based on that information. Do you see that?

25 **MR. RICHARD FRANCE:** So -- careful, though. So that first
26 paragraph is talking about their observations upon inspecting parts involved in a
27 derailment. I -- I'm not sure you can draw conclusions about what caused the bolts to
28 not be torqued from observations of a failed components picked up after that ---

1 **MS. CATHERINE GLEASON-MERCIER:** Sir, I'm just asking about
2 this paragraph, though, okay.

3 **MR. RICHARD FRANCE:** So ---

4 **MS. CATHERINE GLEASON-MERCIER:** In this paragraph, the
5 TSB concludes and makes the conclusion that Alstom procedures were not followed
6 with regards to the oil in the gearbox.

7 **MR. RICHARD FRANCE:** No. So they're ---

8 **MS. CATHERINE GLEASON-MERCIER:** Okay. Let's turn to the
9 next paragraph. The next paragraph states that ---

10 **COMMISIONER HOURIGAN:** Sorry. Just go back, Counsel.

11 **MR. RICHARD FRANCE:** Yeah.

12 **COMMISIONER HOURIGAN:** It's clearly what the letter says, Mr.
13 France. That's all counsel's asking you, to confirm that that's what it says. You may
14 have another explanation about something else but, you know, again, it's important that
15 witnesses listen to the questions that are being asked by counsel. And something like
16 this, where it's in black and white in front of you, shouldn't be difficult. So I read that to
17 say that the Alstom procedures were not followed and there was likely no oil plug
18 installed at the time.

19 **MR. RICHARD FRANCE:** Well -- apologies, apologies. I think I
20 was ---

21 **COMMISIONER HOURIGAN:** All right. And so that's what it says,
22 right?

23 **MR. RICHARD FRANCE:** It seems so.

24 **COMMISIONER HOURIGAN:** Well, it doesn't seem so. That's
25 what it says.

26 **MR. RICHARD FRANCE:** I'm just lost in the context, but yes,
27 okay, it's written here to say they -- I just don't understand the context of when they ---

28 **COMMISIONER HOURIGAN:** I'm not asking you about the

1 context. Counsel wasn't asking you about the context. This is what the letter says,
2 correct, yes or no?

3 **MR. RICHARD FRANCE:** It says that there.

4 **COMMISSIONER HOURIGAN:** All right. Let's move on, then.

5 **MS. CATHERINE GLEASON-MERCIER:** Thank you, Mr.

6 Commissioner. The next paragraph states that:

7 "The assembly of a bogie has a written procedure.
8 And while there's a checklist and a signoff required for
9 reattaching a bogie to an LRV, there is no checklist
10 with signoff documentation required for employees
11 that complete many of the critical tasks for bogie and
12 wheel assembly, and there is no signoff required for
13 the supervisory or quality-control personnel that
14 should be providing oversight. (As read).

15 Do you see that?

16 **MR. RICHARD FRANCE:** That's correct, yes.

17 **MS. CATHERINE GLEASON-MERCIER:** And then the

18 penultimate on this page says:

19 "Alstom's processes require that all bolts for which a
20 torque is specified are to be identified with a suitable
21 mark or indicator after torquing. However, a review of
22 some of the overhauled components also revealed a
23 lack of consistency in the marking of the torqued
24 bolts." (As read).

25 Do you see that?

26 **MR. RICHARD FRANCE:** Yes.

27 **MS. CATHERINE GLEASON-MERCIER:** And then it states:

28 "At the time that the work was performed..."

1 And we'll go on to the next page:

2 "... it was reported that there was also minimal
3 supervisory and/or quality-control personnel oversight
4 of the refurbishment work performed." (As read).

5 Do you see that?

6 **MR. RICHARD FRANCE:** Yes.

7 **MS. CATHERINE GLEASON-MERCIER:** And then if we turn to
8 page 8, the next page in the conclusion, the TSB states, "This accident" -- and I'll just
9 make sure you can see it. It's the second sentence of the penultimate paragraph:

10 "This accident has demonstrated that there can be
11 serious consequences resulting from the inconsistent
12 and incomplete maintenance of safety-critical
13 components on an LRV in a commuter passenger
14 service." (As read).

15 Do you see that?

16 **MR. RICHARD FRANCE:** Yes.

17 **MS. CATHERINE GLEASON-MERCIER:** So then you'll agree with
18 me that there was a lack of oversight by Alstom with regards to this refurbishment work
19 as found by the TSB?

20 **MR. RICHARD FRANCE:** Yes.

21 **MS. CATHERINE GLEASON-MERCIER:** And no one caught that
22 the bullets were not torqued before the train was put into service, correct?

23 **MR. RICHARD FRANCE:** It was missed, yes.

24 **MS. CATHERINE GLEASON-MERCIER:** Yeah. Okay, we can
25 take that down, thank you. I'd like to take you now to the network rail report. This is at
26 NRC0000001. And if we can turn to page 8 of the PDF, please.

27 **--- EXHIBIT No. 266:**

28 NRC0000001 – Rideau Transit Maintenance Assessment –

1 Ottawa LRT 5 December 2021

2 **MS. CATHERINE GLEASON-MERCIER:** This is in the executive
3 summary under the heading “Asset Management Planning” and the report states that:
4 “The plans, reports, and the organization are focused
5 on delivering day-to-day maintenance.” (As read).

6 Do you see that?

7 **MR. RICHARD FRANCE:** Yes.

8 **MS. CATHERINE GLEASON-MERCIER:** And so in this report at
9 least, you’ll agree with me that the focus that the writer of the report has found is on the
10 day-to-day maintenance activities that are required to get the vehicles into service and
11 maintain the infrastructure; is that fair?

12 **MR. RICHARD FRANCE:** Sorry, can you repeat that?

13 **MS. CATHERINE GLEASON-MERCIER:** Sure. The writer of this
14 report is saying that the focus right now is on day-to-day maintenance, delivering the
15 day-to-day maintenance to get the vehicles out into service and to maintain the
16 infrastructure.

17 **MR. RICHARD FRANCE:** Yes.

18 **MS. CATHERINE GLEASON-MERCIER:** There’s no -- and I
19 believe the author says, “Nobody has planned for sustaining asset life.” Do you see
20 that?

21 **MR. RICHARD FRANCE:** That’s what it says.

22 **MS. CATHERINE GLEASON-MERCIER:** And then, under
23 “Supervision and Oversight”, the author of the report states:

24 “The structure of the preventive maintenance process
25 is quite thin. All inspections are completed by
26 frontline staff and there are no documented
27 requirements for anyone else to review asset
28 condition.” (As read).

1 Do you see that?

2 **MR. RICHARD FRANCE:** Yes.

3 **MS. CATHERINE GLEASON-MERCIER:** And then the author of
4 the report goes on to say:

5 “There does not appear to be particularly strong
6 oversight of the work done by frontline staff. The shift
7 supervisors are predominantly office-based in their
8 role and the verification of completed appears to be
9 limited to confirming that the paperwork is complete.”

10 (As read).

11 Do you see that?

12 **MR. RICHARD FRANCE:** Yeah.

13 **MS. CATHERINE GLEASON-MERCIER:** And you’ll agree with me
14 that this is consistent with what the TSB was reporting in their letter after the second
15 derailment, that there’s a lack of oversight in the work being performed?

16 **MR. RICHARD FRANCE:** Sorry, what’s the date of this document?

17 **MS. CATHERINE GLEASON-MERCIER:** This is December 2021,
18 I believe, if we go to the first page.

19 **MR. RICHARD FRANCE:** So we made enhancements to the
20 organization after the derailment.

21 **MS. CATHERINE GLEASON-MERCIER:** Right. My question was,
22 though, there was a lack of oversight, certainly at the time of the second derailment, and
23 this report in December 2021 is echoing those concerns raised by the TSB, correct?

24 **MR. RICHARD FRANCE:** Yes, but -- yeah. I mean the timing is, I
25 think, sort of relevant. Okay, but yes.

26 **MS. CATHERINE GLEASON-MERCIER:** Okay. We can take that
27 down. I have one last set of questions for you, Mr. France, if we could go to document
28 COW0593600. And I don’t believe this will take very long, Mr. Commissioner. This is a

1 letter from the City dated October 1st, 2021; do you see that?

2 **--- EXHIBIT No. 267:**

3 COW0593600 – City of Ottawa letter to RTG 1 October 2021

4 **MR. RICHARD FRANCE:** M'hm.

5 **MS. CATHERINE GLEASON-MERCIER:** And this is a
6 “replacement of key individual” letter; do you see that?

7 **MR. RICHARD FRANCE:** Yes.

8 **MS. CATHERINE GLEASON-MERCIER:** And we see in the first
9 paragraph that the City has determined that it's in the best interests of the City and the
10 project that the key individual, the Vehicle Maintenance Manager, Mr. Richard France,
11 be replaced. I take it that's you, sir?

12 **MR. RICHARD FRANCE:** Well, my name is Richard France, but
13 I'm not the key individual, as I said earlier.

14 **MS. CATHERINE GLEASON-MERCIER:** Right. You weren't
15 aware that you were the key individual at the time?

16 **MR. RICHARD FRANCE:** No, Alstom wrote to RTM to say that I'm
17 a representative of the contract. I'm not -- we didn't write to them to say I was this key
18 individual, so.

19 **MS. CATHERINE GLEASON-MERCIER:** Okay. So then there
20 was no Vehicle Maintenance Manager that you're aware of?

21 **MR. RICHARD FRANCE:** In terms of the contract? Not that I'm
22 aware of.

23 **MS. CATHERINE GLEASON-MERCIER:** Okay. One last question
24 for you. We can take down this share. Thank you. Under the contract between and
25 RTG, Section 20.1(b) states that if at any time during the project term, which is both the
26 design and construction and the maintenance period, so the whole project term of 30
27 years -- if the system or any part of it does not fully satisfy the terms of the agreement,
28 then RTG must rectify that at its own cost and expense. And I know Alstom's not a

1 party to that contract, but you'll agree with me, from the City's perspective, the City
2 looks to RTG for issues with regards to the project throughout the entire project term,
3 correct?

4 **MR. RICHARD FRANCE:** Correct. It would be the RTG to resolve
5 issues with the system, yes.

6 **MS. CATHERINE GLEASON-MERCIER:** Right. And RTG might
7 flow some of those down to Alstom but, ultimately, it's RTG's responsibility with the City,
8 correct?

9 **MR. RICHARD FRANCE:** Yes, that's the arrangement between
10 RTG and the City, to the best of my knowledge.

11 **MS. CATHERINE GLEASON-MERCIER:** And there's -- the City
12 has no concern, or there's no -- there's no way or meaning for the City to be concerned
13 about the warranties between Alstom and OLRTC, for example. Its concern is really
14 about the 30-year project term with RTG, correct?

15 **MR. RICHARD FRANCE:** Well, from a contractual context I would
16 say yes, but on a day-to-day operational context, I don't know if I would agree with that.

17 **MS. CATHERINE GLEASON-MERCIER:** Well, the warranties
18 aren't with the City, correct?

19 **MR. RICHARD FRANCE:** I agree. So the rectification of the
20 warranty still resides with entities other than the City, but there should be an interest or
21 a concern around how that's handled.

22 **MS. CATHERINE GLEASON-MERCIER:** Okay. Those are all my
23 questions, sir. Thank you very much.

24 **COMMISSIONER HOURIGAN:** All right. Thank you, Counsel.
25 Next up is counsel for RTG/OLRTC/RTM.

26 **--- CROSS-EXAMINATION BY MR. JEAN-CLAUDE KILLEY:**

27 **MR. JEAN-CLAUDE KILLEY:** Good morning, Mr. France. I'm
28 Jean-Claude Killey, K-I-L-L-E-Y, for RTG.

1 **MR. RICHARD FRANCE:** Morning.

2 **MR. JEAN-CLAUDE KILLEY:** Mr. France, you started out your
3 evidence with Commission counsel this morning describing Alstom being eager and
4 keen to get out there, as I noted it down, and to gain access to the system, speaking
5 about the period of time when you joined in the summer of 2019. Do you recall that?

6 **MR. RICHARD FRANCE:** Yes.

7 **MR. JEAN-CLAUDE KILLEY:** And you also described that Alstom
8 often had its access permits cancelled and had a level of frustration about the degree of
9 access that it had to the system. Did I understand that correctly?

10 **MR. RICHARD FRANCE:** That's my understanding based on the
11 feedback I got from the team.

12 **MR. JEAN-CLAUDE KILLEY:** You were invited by Commission
13 counsel Mr. Coombes to speculate as to what motivated OLRTC to deny access. I think
14 you were quite fair in your answers that they amounted to speculation. Can I assume
15 that you would not have speculated if you knew as a fact what the correct answer was?

16 **MR. RICHARD FRANCE:** If there was evidence that gave me an
17 idea of their mindset, then I would have a better understanding. It was speculation, yes.

18 **MR. JEAN-CLAUDE KILLEY:** So the point being you do not in fact
19 know what motivated OLRTC when it granted or cancelled access permits for Alstom
20 during that period of time.

21 **MR. RICHARD FRANCE:** No, I would not know their motivations,
22 no.

23 **MR. JEAN-CLAUDE KILLEY:** I'd like to call up a bit of evidence
24 you gave at your formal interview with Commission counsel. The document number is
25 TRN00000092, and we're going to page 23. Sorry. The page numbers actually line up
26 here. It's page 12, in that case, of the transcript. Beginning at about line 9 is the portion
27 of your evidence that I wanted to highlight, and it carries just a little bit onto the next
28 page, I believe. No, it doesn't in this version. We're fine, so just this portion here of

1 your evidence, if you review that.

2 (SHORT PAUSE)

3 **MR. RICHARD FRANCE:** M'hm.

4 **MR. JEAN-CLAUDE KILLEY:** So you recall giving that evidence.

5 **MR. RICHARD FRANCE:** Yeah.

6 **MR. JEAN-CLAUDE KILLEY:** And you believed it to be true at the
7 time.

8 **MR. RICHARD FRANCE:** Yeah, and I mentioned earlier there was
9 this perception that things would be delayed further from September 2019. I don't think
10 people thought it was going to start at that stage, and that's from conversations we had
11 with RTM and Alstom and other stakeholders. So ---

12 **MR. JEAN-CLAUDE KILLEY:** And then -- I'm sorry. I don't mean
13 to cut you off. Were you finished your answer?

14 **MR. RICHARD FRANCE:** Yeah.

15 **MR. JEAN-CLAUDE KILLEY:** I gather, then, that at a certain point
16 over the summer of 2019, the realization dawned upon Alstom that there would not be a
17 further delay of the anticipated revenue service availability date, which was in August
18 2019 at that point.

19 **MR. RICHARD FRANCE:** I don't know if I would use the term
20 "dawned", but at some stage, they became more solidified for when we would start --
21 when everybody would start the system. That information appeared later.

22 **MR. JEAN-CLAUDE KILLEY:** It sounds to me from your evidence
23 here, Mr. France, that Alstom was to some degree caught off guard by the idea that
24 there would not be a further delay, and that they were in fact going into revenue service
25 very shortly. Is that fair?

26 **MR. RICHARD FRANCE:** No, because what I would say is that we
27 were ready to take on the preventative maintenance work and the arising correctives
28 that would come out of that. The team had done practice runs without the -- they didn't

1 have the hands-on experience, but they'd done practice exercises to be ready for taking
2 on that activity. And then when we started in trial running, that's what they did. They
3 started going out and doing that preventative maintenance work and dealing with arising
4 issues.

5 **MR. JEAN-CLAUDE KILLEY:** So they were not caught off guard
6 by the fact that there would be no further delay?

7 **MR. RICHARD FRANCE:** So we were caught off guard with the
8 volume of deficiencies, as I stated earlier.

9 **MR. JEAN-CLAUDE KILLEY:** Fair enough, but I'm referring here
10 to your evidence about the sense that people on the ground were very used to the
11 whole thing being delayed, and they were sort of in doubt that actually we would get in
12 revenue service. And what I'm suggesting is that, therefore, once it became clear that
13 there would be no further delay and that that doubt was resolved that they would get
14 into revenue service and it was clear that they would, this took Alstom by some amount
15 of surprise. Is that fair?

16 **MR. RICHARD FRANCE:** No, not in the way you phrased it. I
17 don't agree. I think the team were doing what they could to be ready and a date was
18 established. Lots of people thought the delay -- lots of entities -- RTM, OLRTC, Alstom,
19 to my knowledge, thought that the delay date might get extended, maybe not
20 September, maybe in the new year, like this. But I think "caught off guard" is the wrong
21 way of phrasing it.

22 **MR. JEAN-CLAUDE KILLEY:** Fair enough. If I can pick up on
23 something you said just in the course of your answers to me now, it requires us to pull a
24 document. That's PRRR0000119. This is the Alstom maintenance subcontract. Is this
25 a document you recognize, Mr. France, you have some familiarity with?

26 **MR. RICHARD FRANCE:** Yes.

27 **MR. JEAN-CLAUDE KILLEY:** Could we turn to page 439? You
28 can see from the header, "MSC Attachment 49: MSC Output Specifications" -- do you

1 know what attachment 49 is?

2 **MR. RICHARD FRANCE:** Yes.

3 **MR. JEAN-CLAUDE KILLEY:** Okay. So as I understand it, this is
4 one of the primary documents that describes Alstom's responsibilities under the
5 maintenance subcontract. Do I understand it the same as you?

6 **MR. RICHARD FRANCE:** Yes.

7 **MR. JEAN-CLAUDE KILLEY:** Okay. Could we scroll down just a
8 little bit? And here we have a description of preventive maintenance, which covers all
9 the actions carried out in compliance with the maintenance plan, with the aim of
10 maintaining an item of equipment in a specified state through systemic inspections, et
11 cetera. You are free to review that.

12 If we could scroll just a little bit further down, we can get the
13 definition of corrective maintenance as well. And:

14 "Corrective maintenance covers all the actions taken
15 following the occurrence of a fault or a dysfunction
16 that might impact safety or operating, and the return
17 of the equipment to a specified state. Corrective
18 maintenance procedures concern repairs or
19 replacements, adjustments, and upgrades, and post-
20 work tests with reference to diagnostic and test
21 procedures." (As read)

22 And the reason I thought to refer to these definitions at this
23 moment, Mr. France, is that in your answer, you referred to Alstom being prepared for
24 preventative maintenance and the corrective maintenance arising out of that. It does
25 not seem to me that corrective maintenance must necessarily arise out of preventative
26 maintenance. Am I not understanding it right?

27 **MR. RICHARD FRANCE:** So when you perform preventative
28 maintenance, there's sort of an initial level of corrective issues that you may find. So it's

1 that first level of corrective stuff. So if you've got wear components, you might have to
2 replace one of these components that's linked to that.

3 And then -- so you have -- you know, you have sort of layers of
4 corrective maintenance that come above. So that's what I'm trying to say, is when you
5 perform preventative maintenance, you come across your first level of corrective issues.

6 **MR. JEAN-CLAUDE KILLEY:** So it's a primary way of identifying
7 issues that require corrective maintenance, if I understand ---

8 **MR. RICHARD FRANCE:** Yeah.

9 **MR. JEAN-CLAUDE KILLEY:** --- your answer? But you might
10 have issues requiring corrective maintenance brought to your attention some other
11 way?

12 **MR. RICHARD FRANCE:** Correct.

13 **MR. JEAN-CLAUDE KILLEY:** Okay. Thank you. We can take
14 that document down.

15 Let me ask a bit about CC defects, which you discussed with Mr.
16 Coombes this morning, the short form for what I think in the subcontract referred to as
17 "construction contractor" defects. That's what the CC is for, yes?

18 **MR. RICHARD FRANCE:** Yes, essentially, warranty defects.

19 **MR. JEAN-CLAUDE KILLEY:** Right. So if I understand the
20 process correctly -- and just looking for your understanding of it here too -- Alstom
21 notifies RTM of a construction contractor defect that it discovers, correct?

22 **MR. RICHARD FRANCE:** Yes, we have an obligation to notify
23 RTM.

24 **MR. JEAN-CLAUDE KILLEY:** And then RTM has a corresponding
25 obligation to notify the construction contractor, who is OLRTC, correct?

26 **MR. RICHARD FRANCE:** I presume so. They'd have a contract.

27 **MR. JEAN-CLAUDE KILLEY:** And OLRTC can then decide to do
28 the work or ask Alstom to do the work according to a certain fee proposal? I'm not sure,

1 frankly, if it's Alstom that would give the fee proposal or OLRTC that would give it, but it
2 doesn't matter, point being, OLRTC can do the work or it can ask Alstom to do the work.
3 Is that your understanding?

4 **MR. RICHARD FRANCE:** So it's outlined in -- I think it's
5 Attachment 47. There's a section of the contract that speaks to it.

6 **MR. JEAN-CLAUDE KILLEY:** Is that how you understand it
7 works?

8 **MR. RICHARD FRANCE:** So there's a section of the contract that
9 says -- I forget the attachment number; I want to say 47 -- but 7.3 of that section says
10 the maintenance subcontractor may carry out repairs to the system if, you know, they're
11 safety effectant or urgent in nature, provided first they gain approval from the
12 construction contractor to do that work. So that's sort of the language in the contract.

13 **MR. JEAN-CLAUDE KILLEY:** That's fair. That's roughly what I
14 understand as well. I realize we could turn it up, but my point is really this -- and I don't
15 think we need to turn it up for my point -- generally speaking, when Alstom sends notice
16 to RTM of a construction contractor defect, has it rectified the defect or is it planning to
17 or is it expecting that OLRTC will rectify it?

18 **MR. RICHARD FRANCE:** Well, there's a mixture of different
19 scenarios. So there'd be some defects that we would have already intervened and
20 addressed. There would be some where we've intervened and we haven't quite fixed it
21 yet. And then there'll be others where we've intervened and we need OLRTC's support
22 to resolve the problem because it's more complex than we can deal with at this point in
23 time with the information we have available.

24 **MR. JEAN-CLAUDE KILLEY:** And will there be some where you
25 have not intervened at all?

26 **MR. RICHARD FRANCE:** It's possible there may be something
27 that's not that urgent in nature that -- where we have -- you know, you prioritize, so it's
28 been prioritized to be addressed at a later stage. So it's not impossible to say that

1 there's -- sorry, it's possible that there are some examples where they haven't been
2 closed off yet.

3 **MR. JEAN-CLAUDE KILLEY:** Okay. Am I right that Alstom and
4 RTM disagree about a large number of the issues that Alstom alleges are CC defects?

5 **MR. RICHARD FRANCE:** It's somewhat difficult to say, because
6 the contract requires us to have a weekly meeting where we go through and review
7 those issues, but I've found that RTM has been reluctant to have a meeting dedicated to
8 that topic. And so we haven't been able to have the one-on-one direct discussion
9 around each issue to really arrive on a way forward to say whether we need OLRTC
10 involved or how to handle that. It's the -- my experience with RTM has been very much
11 that they haven't wanted to get involved in the -- in those issues on a day-to-day basis,
12 and so we've had to notify them through contractual correspondence, and like that.

13 **MR. JEAN-CLAUDE KILLEY:** So just putting it at a general level
14 to the extent possible, you're not sure what position RTM takes on the majority of the
15 issues that Alstom says are CC defects? And when I say "position", I mean position on
16 whether it's something OLRTC should fix or something Alstom should fix.

17 **MR. RICHARD FRANCE:** So my understanding is that it's -- I
18 mean, RTM's role is to forward on these notices to RTG and then via RTG to OLRTC
19 regarding the -- you know, each individual notice. I mean, I -- their position is really only
20 a conduit to make that exchange, in many respects. But contractually, that's how their
21 behaviour has been.

22 **MR. JEAN-CLAUDE KILLEY:** I see. How about OLRTC then? Is
23 it right that OLRTC has rejected the majority of the CC defect claims that Alstom has
24 brought forward?

25 **MR. RICHARD FRANCE:** So they have responded to OLRTC
26 rejecting, I'd say, the vast majority of these claims without any real discussion around it.

27 **MR. JEAN-CLAUDE KILLEY:** Okay. Could we call up
28 ALS0015251?

1 **--- EXHIBIT No. 268:**

2 ALS0015251 – OLRTC letter to RTG 9 February 2021

3 **MR. JEAN-CLAUDE KILLEY:** So Mr. France, you can see here
4 we're looking at a letter dated the 9th of February, 2021 from OLRTC to Mario Guerra,
5 the general manager of RTM.

6 If we scroll down a little bit to see a bit of the content:

7 "Dear Mr. Guerra, OLRT has received the above-
8 referenced communication regarding the alleged
9 defects from the maintainer. Please refer to Appendix
10 A for the documentation received. After careful
11 revision of the attachments to this letter -- OLRT is
12 rejecting this warranty claim due to the following
13 reasons: lack of clarity. Under the CC defect the
14 maintainer needs to describe in detail the nature of
15 the CC defect. Warranty notice found does not
16 include any relevant information. In addition, the
17 maintainer has to provide any further relevant
18 information from an investigation of the matter in the
19 appropriate reviewable format within 10 business
20 days and is sending mass batches of alleged CC
21 defects in the formats where the Attachment on is not
22 productive for either OLRT or the maintainer. Each
23 issue should be clearly defined and acknowledged as
24 a CC defect."

25 Have you ever seen this letter before? Was it forwarded to you by
26 Mr. Guerra or someone at RTM?

27 **MR. RICHARD FRANCE:** Yes, I've seen it.

28 **MR. JEAN-CLAUDE KILLEY:** Okay. Could we scroll down a little

1 further to the attachments beginning on page 3. This would be RTM's warranty notice
2 form which refers to Attachment 1 for all details. Could we scroll down now to page 4?

3 This is a letter from RTM to OLRT constructors, February 2nd, 2021.
4 And we can keep scrolling. So that's just Mr. Guerra passing on the claim in the first
5 place to OLRT. Could we keep scrolling a bit further past this list of -- right here.

6 So this is the letter to RTM from you, December 18, 2020 giving
7 notice of the CC defects set out in Attachment 1. Is that right?

8 **MR. RICHARD FRANCE:** Of course.

9 **MR. JEAN-CLAUDE KILLEY:** You may recognize it, but we can
10 scroll down and see that it is indeed from you.

11 **MR. RICHARD FRANCE:** Oh yes. It's from me.

12 **MR. JEAN-CLAUDE KILLEY:** Okay. So if we could just get as
13 much of the body of the letter below -- there we go. Perfect. Thank you.

14 So the first paragraph gives notice of the defects in Attachment 1.
15 The remaining three or four paragraphs I've seen repeated in a number of the letters
16 giving notice of CC defects. Is that fair, the bottom two paragraphs tend to repeat
17 certain contractual positioning, if I can put it that way?

18 **MR. RICHARD FRANCE:** Those paragraphs are recycled in many
19 of the notification letters.

20 **MR. JEAN-CLAUDE KILLEY:** Fair enough. Could we keep
21 scrolling down to Attachment number 1. Here we are. So this is the attachment
22 actually listing some of the construction contractor defects. Can we scroll just a little
23 further down this page, just a little bit more. Okay, that will be fine.

24 Now, a number of these have an LRV indicator as the location of
25 the fault and then a further descriptor with an LRV train. I'm looking at the middle of the
26 page, brake number 1 and 4 at fault in yellow.

27 Are these alleged to be CC defects with the vehicles?

28 **MR. RICHARD FRANCE:** Yes. So to clarify, we have an

1 obligation to report or to notify RTM of the CC defects within seven days of becoming
2 aware of those defects. The contract does not distinguish whether they are vehicle or
3 infrastructure related. So this letter seeks to notify RTM of the list of issues that we
4 have come to believe are related to warranty issues.

5 **MR. JEAN-CLAUDE KILLEY:** Now, the subcontractor responsible
6 for correcting those deficiencies is also Alstom.

7 **MR. RICHARD FRANCE:** Correct.

8 **MR. JEAN-CLAUDE KILLEY:** And it's not two different Alstom
9 companies; it's the same company, correct?

10 **MR. RICHARD FRANCE:** Correct. But they're separate contracts.
11 So I mean, this is a contractual mechanism.

12 **MR. JEAN-CLAUDE KILLEY:** I see. Is this the practice Alstom
13 follows for any vehicle defect that it believes is related to the construction or design of
14 the vehicle as opposed to maintenance?

15 **MR. RICHARD FRANCE:** Yes. So the team would, on a daily,
16 weekly basis, go through the lists of the defects and scan through them and identify
17 which were related to what they understood was a warranty issue, and others that were
18 maintenance. And so the list consists of the issues we believed to be warranty related.

19 **MR. JEAN-CLAUDE KILLEY:** Okay. Thank you. We can take
20 this document down.

21 Another document to turn to is RTG00011860.

22 **--- EXHIBIT No. 269:**

23 RTG00011860 – RTM letter to OLRTC 16 June 2020

24 **MR. JEAN-CLAUDE KILLEY:** So again here we see RTM's letter
25 to OLRT. If we can scroll past that because I'm more interested in your letter to RTM
26 that is being forwarded under this cover. So there it is to RTM, June 15th, 2020. Further
27 details regarding a construction contractor defect in which it gave previous notice.

28 "During the inspection the Alstom technician found

1 that the maintenance of the CCTV cameras is one of Alstom's direct obligations under
2 the maintenance subcontract?

3 **MR. RICHARD FRANCE:** It's part of the infrastructure scope that
4 we maintain, yes.

5 **MR. JEAN-CLAUDE KILLEY:** And corrective maintenance
6 includes upgrades? I think we looked at the definition earlier.

7 **MR. RICHARD FRANCE:** So no. Well, the -- in our obligation, we
8 -- in our contract, we've -- we provide upgrades to software over the 30 years, yes. But
9 the issue with the CCTV system is that we're having failures -- were due to hardware
10 and software issues that require support from the vendor and, essentially, you know,
11 there's a software upgrade that's needed in the period of the warranty. So if I draw and
12 example on the rolling stock, in the -- so far, in the warranty period, there have been
13 software upgrade to the TCMS, which controls the -- you know, it's the train
14 management system -- the doors, the door-control units, and similarly, there's been
15 software upgrades to the CBTC system.

16 So it's expected that, as part of the warranty period, when you find
17 bugs, software updates would be done to address those underlying construction with
18 that system. You're going to find problems where the hardware and software isn't
19 working properly as originally envisaged when you designed and built the system, and
20 this is why there's a warranty period for two years, because that time is intended to iron
21 out the bugs in systems like CCTV. So in the first two years, during warranty, it would
22 be OLRTC's obligation to improve the software, maybe change hardware to try to
23 address the underlying problem for why this CCTV and Indigo Vision System isn't
24 working properly.

25 **MR. JEAN-CLAUDE KILLEY:** Well, putting aside the warranty
26 period for a second, one of Alstom's maintenance obligations is to apply software
27 upgrades where needed; is that not right?

28 **MR. RICHARD FRANCE:** Yes.

1 **MR. JEAN-CLAUDE KILLEY:** And am I understanding your
2 evidence that, from Alstom's perspective, that does not apply during the warranty period
3 when it should be OLRTC that applies the software upgrade?

4 **MR. RICHARD FRANCE:** Generally, software updates are
5 implemented to address deficiencies, that address issues with the system, so you would
6 expect that in terms of doing a root-cause analysis for why those issues occurred in the
7 warranty period, you would have software upgrades that you would want to implement
8 to improve the system. It's normal for that to be covered as part of the entity that's
9 performing the warranty. It's -- and hence why Alstom did the activity on the rolling
10 stock side. They're -- and similarly, Telus for their CBTC software. So the CCTV
11 system would be no different to that.

12 **MR. JEAN-CLAUDE KILLEY:** Thank you, Mr. France. We can
13 take this document down. I'd like to take you now to another document on another topic
14 in the few minutes that I have left, RTM00085864.

15 **--- EXHIBIT No. 271:**

16 RTM00085864 – Alstom letter to RTG 22 March 2021

17 **COMMISSIONER HOURIGAN:** Give us the number again, please.

18 **MR. JEAN-CLAUDE KILLEY:** RTM00085864. That's it, thank
19 you. So another letter to Mario Guerra, March 22nd, 2012, this is also from you. If we
20 scroll down a bit, we'll see -- the paragraph that's numbered 2 is the one that I'm most
21 interested, and you indicate that you're enclosing two attachments, a report on the
22 grinding works conducted in November and a rail-grinding program for June 20, 2021.
23 Do you -- are you aware of the reports you're referring to here?

24 **MR. RICHARD FRANCE:** Yes. Yeah.

25 **MR. JEAN-CLAUDE KILLEY:** Now, take as much time as you
26 need to review as much of this letter as you like. The sentence I want to ask you about
27 specifically is the one that is the last sentence on this page and continues onto the next
28 page:

1 "As seen from the enclosed report from ARMS, the analysis
2 likely suggests that the rail corrugation is a permanent defect
3 due to the discrepancies in the design of the track which
4 would be attributed a CC defect. Alstom will follow up with
5 further details as they become available." (As read).

6 I am going to call up those two reports. My suggestion to you, Mr.
7 France, is that, in fact, neither of those reports says that the -- or suggests that the rail
8 corrugation is a permanent defect due deficiencies in the design of the track. But -- and
9 that will be the purpose for which we're calling them up. First of all, do you have a
10 memory as to which report contain that statement?

11 **MR. RICHARD FRANCE:** So our vendor's reports won't state
12 something pertaining to a CC defect. They wouldn't appreciate the contractual makeup
13 of this arrangement. But I'm familiar with those reports from our ---

14 **MR. JEAN-CLAUDE KILLEY:** Fair enough. It's not the CC defect
15 that I'm interested in. It's the suggestion that the rail corrugation is a defect due to a
16 design in the track. And I'm going to suggest that conclusion is not contained in either
17 of those reports. And I'll start with ---

18 **COMMISSIONER HOURIGAN:** Counsel, you're out of time, so I'd
19 ask you to do this very quickly, please.

20 **MR. JEAN-CLAUDE KILLEY:** Mr. Commissioner, we can do this
21 quite quickly.

22 Let's just call up the second one, and let me get you the number for
23 that -- ALS0015072. So this is the second of the two reports, so conducted after there's
24 been grinding that was proposed in the first report. If we could scroll down a little bit just
25 to see the date, that's the March 2021 report. If we could go to page 8 of the PDF.

26 **--- EXHIBIT No. 272:**

27 ALS0015072 – Alstom Pre-Grind Inspection Optical
28 Measurements 3 March 2021

1 (SHORT PAUSE)

2 MR. JEAN-CLAUDE KILLEY: I must have gotten the page
3 number wrong, because I'm not finding what I thought was there. All right. Pardon me.

4 MR. RICHARD FRANCE: So that last paragraph is interesting.

5 COMMISSIONER HOURIGAN: Just wait for the question, please.

6 MR. JEAN-CLAUDE KILLEY: All right. Let's go to page 6 of the
7 PDF. Sorry for the jumping around. See the page numbers change at odds, so it's the
8 next page. It's page 4 of the document. It's showing as 6 for me. The middle
9 paragraph here describes "heavy corrugation, quite surprising to the project team given
10 the line has only been in revenue service for a year". And toward the bottom:

11 "This is indicative of gauge face contact with the
12 wheel flange." (As read)

13 Now, carrying on to page 12 of the document, which I believe is 14
14 of the PDF:

15 "The standard track gauge is 1435, observed to be
16 between 1435/1440. In sharp curves it was a bit
17 excessive." (As read)

18 Am I right that track gauge is essentially ruled out as a problem?
19 The track gauge is in line with what was expected and specified. Is that the conclusion
20 here?

21 MR. RICHARD FRANCE: The measurements of the gauge -- first
22 of all, I'm not an expert in track, but the measurements of the gauge that we found are
23 within the tolerances. But in many ways, they're at the lower limit of the tolerance;
24 they're quite tight.

25 MR. JEAN-CLAUDE KILLEY: Okay. Now onto page 19 of the
26 document, this is the conclusions and recommendations -- the heading "Conclusions
27 and Recommendations". So the first sentence here is that:

28 "The severity and extent of corrugation on the

1 Confederation Line within one year of operation
2 suggests the wheel track dynamics and/or the wheel-
3 rail interface are not performing in an optimized way.”

4 (As read)

5 There are further conclusions on this page. Mr. France, you should
6 refresh yourself. I'm sure you've seen this before in the past, but perhaps not in detail
7 recently. But I am looking for the basis for your statement that the cause of this problem
8 was likely due to a permanent defect in the track design. And what I see is a conclusion
9 that the wheel-rail interface is not performing in an optimized way.

10 **MR. RICHARD FRANCE:** The wheel-to-rail interface is looking at
11 both the track design and the vehicle design interacting together, so ---

12 **MR. JEAN-CLAUDE KILLEY:** That's precisely my point, Mr.
13 France.

14 **MR. RICHARD FRANCE:** So there's underlying problems with the
15 track and how that's transferred to the train. So ---

16 **MR. JEAN-CLAUDE KILLEY:** Let me just conclude with a couple
17 of brief questions on that.

18 To the extent the underlying problems with the track are the profile,
19 which is the curvature of the rail, that is within Alstom's scope of responsibility to
20 maintain under the maintenance contract, correct?

21 **MR. RICHARD FRANCE:** We take care of aspects to do with the
22 geometry, yes. As I said earlier, we perform a measurement survey, and then if it's not
23 conforming to the requirements, we need to intervene as part of maintenance.

24 **MR. JEAN-CLAUDE KILLEY:** Alstom is, in fact, specifically
25 responsible for grinding the rails to maintain the profile, under the maintenance
26 subcontract, correct?

27 **MR. RICHARD FRANCE:** So we perform grinding of the rails.

28 **MR. JEAN-CLAUDE KILLEY:** Because it's Alstom's responsibility

1 under the maintenance subcontract to do, correct?

2 **MR. RICHARD FRANCE:** Grinding of the track is part of the
3 maintenance that we do, yes.

4 **MR. JEAN-CLAUDE KILLEY:** Okay. Thank you. I have no further
5 questions for you, Mr. France.

6 **COMMISSIONER HOURIGAN:** All right. Next is STV.

7 **MS. EILEEN CHURCH CARSON:** Good morning. Eileen Church
8 Carson for STV Incorporated. We have no questions for this witness.

9 **COMMISSIONER HOURIGAN:** Okay. Thank you.
10 The next is the Amalgamated Transit Union.

11 **--- CROSS-EXAMINATION BY MR. JOHN McLUCKIE:**

12 **MR. JOHN McLUCKIE:** Good morning, sir.

13 Good afternoon, Mr. Commissioner, I should add.

14 So Mr. France, I represent the Amalgamated Transit Union. So
15 they represent many of the staff at your Ottawa facility.

16 **MR. RICHARD FRANCE:** Yes.

17 **MR. JOHN McLUCKIE:** So they're the staff that maintain your
18 trains, but they're also the staff that maintain your track and other signalling
19 infrastructure.

20 **MR. RICHARD FRANCE:** So we have a collective bargaining
21 agreement for the staff under the vehicle maintenance. And there currently isn't an
22 agreement for the infrastructure staff, but it's going through the process of establishing a
23 collective bargaining agreement.

24 **MR. JOHN McLUCKIE:** Right. So the short answer to my
25 question was "yes", correct?

26 **MR. RICHARD FRANCE:** Sorry. Well, I -- sorry. Yes.

27 **MR. JOHN McLUCKIE:** So I just want to ask a couple questions
28 about the train, if I can.

1 So the City is ultimately the operator of this system, correct?

2 **MR. RICHARD FRANCE:** Yes.

3 **MR. JOHN McLUCKIE:** And they provide the rail operators and
4 they provide the rail controllers. That's correct, sir?

5 **MR. RICHARD FRANCE:** Yes.

6 **MR. JOHN McLUCKIE:** And RTM and RTG are still involved in
7 this process and they still have responsibilities, for example, with the stations and other
8 similar infrastructure like that, correct, sir?

9 **MR. RICHARD FRANCE:** I don't really know what RTG's
10 involvement is with the stations. It's part of their scope; it's not Alstom's scope.

11 **MR. JOHN McLUCKIE:** Okay. But someone other than you and
12 someone other than the City maintains the stations in that level of physical
13 infrastructure, right?

14 **MR. RICHARD FRANCE:** Yeah.

15 **MR. JOHN McLUCKIE:** Okay. And you as Alstom essentially
16 have two responsibilities. You maintain the track and other similar infrastructure. That's
17 correct?

18 **MR. RICHARD FRANCE:** Infrastructure, track, yes. Vehicle stuff,
19 yeah.

20 **MR. JOHN McLUCKIE:** Right. So you maintain the signals. You
21 maintain the track. You maintain the ballasts. You maintain the overhead catenary
22 systems -- all of that, correct?

23 **MR. RICHARD FRANCE:** Yes.

24 **MR. JOHN McLUCKIE:** And then you also maintain the actual
25 vehicles that run on the track, correct?

26 **MR. RICHARD FRANCE:** Yes.

27 **MR. JOHN McLUCKIE:** And then within your responsibility, you
28 then have another contract, effectively your sales contract where the City first

1 purchased the vehicles, where you have a warranty team that fixes warranty defects
2 with the original trains, correct?

3 **MR. RICHARD FRANCE:** It's not under my responsibility, but yes,
4 that contract -- a separate contract exists.

5 **MR. JOHN McLUCKIE:** Right. So Alstom effectively has three
6 roles. So you're doing the infrastructure of the track, you're fixing the trains in real time,
7 and then you have another team that deals with warranty claims for pre-existing issues,
8 correct?

9 **MR. RICHARD FRANCE:** Pertaining to the vehicle, yes.

10 **MR. JOHN McLUCKIE:** Okay. And that's a lot of moving parts,
11 right? There's a lot of players involved in providing this train system, isn't there?

12 **MR. RICHARD FRANCE:** Yes.

13 **MR. JOHN McLUCKIE:** So it's not as though the City had one
14 partner, one private sector partner. In fact, they have many private sector partners
15 involved in delivering this train service, don't they?

16 **MR. RICHARD FRANCE:** Well, they -- I mean, I can't speak to the
17 relationship of the City with their other contractors. They have a contract with RTG, as
18 we've discussed already, so ---

19 **MR. JOHN McLUCKIE:** And then there's a subcontract from RTG
20 to Alstom, and Alstom also has a contract, the sales contract for the trains where you
21 provide warranty service, so there's a lot of contracts with a lot of people involved in
22 keeping this train system operating, correct?

23 **MR. RICHARD FRANCE:** Yes, it's a complex system.

24 **MR. JOHN McLUCKIE:** And I think you've mentioned a word today
25 a few times, and I'd just like to go back to it. You used the word "collaboration" many
26 times in your examination with counsel this morning. Do you remember using that word
27 a lot?

28 **MR. RICHARD FRANCE:** Yes.

1 **MR. JOHN McLUCKIE:** And would you agree with me that all of
2 these different players through all of these different contracts, they have to collaborate
3 for this system to work well; would you agree with that?

4 **MR. RICHARD FRANCE:** Oh, yes. Absolutely.

5 **MR. JOHN McLUCKIE:** So there's got to be a level of cooperation
6 and communication for this system to be effective, right?

7 **MR. RICHARD FRANCE:** Yes.

8 **MR. JOHN McLUCKIE:** And that level of collaboration and
9 cooperation, that's what produces a reliable service for the public, isn't it, sir?

10 **MR. RICHARD FRANCE:** In many respects. It's a key ingredient.

11 **MR. JOHN McLUCKIE:** That if any part of that cooperation or
12 collaboration breaks down, then the public stops to get -- stops getting a reliable train
13 service; isn't that true, sir?

14 **MR. RICHARD FRANCE:** It could be a part of leading away from
15 that, yes.

16 **MR. JOHN McLUCKIE:** Okay. I just want a few examples of sort
17 of the cooperation and collaboration between the various players here. You used one
18 example in your interview with Commission counsel. Do you remember being
19 interviewed by Commission counsel about a month or so ago, sir?

20 **MR. RICHARD FRANCE:** Yeah.

21 **MR. JOHN McLUCKIE:** And you talked about lifting jacks. Can
22 you tell me what a lifting jack is?

23 **MR. RICHARD FRANCE:** So a lifting jack is a sort of a critical
24 facility in the maintenance area that will lift a train into the air so that you can go and
25 then do work on the bogies, and then when you're finished that work, you can lower the
26 train back down onto the rails. So it lifts an entire train up into the air.

27 **MR. JOHN McLUCKIE:** And as I understood from your interview
28 with Commission counsel, RTM is responsible for providing that piece of equipment in

1 the maintenance facility on Belfast Road, correct?

2 **MR. RICHARD FRANCE:** Yes, and many other pieces of the
3 facilities, yeah.

4 **MR. JOHN McLUCKIE:** Right. So you, as Alstom, are in large
5 part, dependent on RTM to provide tools at that maintenance facility to let you fix the
6 train, correct?

7 **MR. RICHARD FRANCE:** The facilities, yes, very much so. We're
8 dependent on them to provide that.

9 **MR. JOHN McLUCKIE:** And this lift jack, as I understood from
10 your interview, was a pretty key component in your ability to maintain those trains
11 effectively, correct?

12 **MR. RICHARD FRANCE:** Yes.

13 **MR. JOHN McLUCKIE:** And you had one, right?

14 **MR. RICHARD FRANCE:** There is a second set at this point in
15 time, but yes, for a very long period of time, we had just the one.

16 **MR. JOHN McLUCKIE:** And as I understood your interview with
17 Commission counsel, you had spent considerable time and effort trying to get RTG to
18 give you a second set of train lifting jacks, correct?

19 **MR. RICHARD FRANCE:** Yes.

20 **MR. JOHN McLUCKIE:** And that had been somewhat
21 unsuccessful?

22 **MR. RICHARD FRANCE:** Well, as I said, we have the second set
23 now, but it took some time.

24 **MR. JOHN McLUCKIE:** And I understand you actually got that
25 second set from Bombardier's facility in Kingston?

26 **MR. RICHARD FRANCE:** What -- no. So when the derailment
27 happened, we expedited a set of jacks from our facility, Alstom's facility in Kingston to
28 support with the activities we needed to do in recovering from that derailment. So we

1 got that.

2 And later, it had to go back to Kingston, and now what you have in
3 place is the second set provided by RTM/OLRTC.

4 **MR. JOHN McLUCKIE:** So again, sir, my questions aren't intended
5 to be complicated.

6 **MR. RICHARD FRANCE:** Sorry.

7 **MR. JOHN McLUCKIE:** You had been asking for several months
8 for RTG and RTM to provide you with a second set of lifting jacks, correct?

9 **MR. RICHARD FRANCE:** Yes.

10 **MR. JOHN McLUCKIE:** And they weren't providing it to you,
11 correct?

12 **MR. RICHARD FRANCE:** Correct.

13 **MR. JOHN McLUCKIE:** And that was undermining your efforts to
14 provide maintenance on the trains, right?

15 **MR. RICHARD FRANCE:** Absolutely, yes.

16 **MR. JOHN McLUCKIE:** And you ultimately, at least as a short-
17 term fix, procured a set of those lifting jacks from your own facility in Kingston that was
18 previously a Bombardier facility, correct?

19 **MR. RICHARD FRANCE:** Yes.

20 **MR. JOHN McLUCKIE:** And that month or two delay was
21 impacting your ability to properly maintain those trains, correct?

22 **MR. RICHARD FRANCE:** Yes.

23 **MR. JOHN McLUCKIE:** And I suggest to you that that's an
24 example of poor collaboration or cooperation between two of the partners in this light
25 rail project; would you agree with that?

26 **MR. RICHARD FRANCE:** Yeah, it's an example of the pieces not
27 working as well as they should.

28 **MR. JOHN McLUCKIE:** I want to talk about the communication

1 piece. So again, in your interview with Commission counsel, you talked about that the
2 contract you have is ultimately one with RTM. Do you remember telling her about that?

3 **MR. RICHARD FRANCE:** Yeah.

4 **MR. JOHN McLUCKIE:** And you indicated that there was no direct
5 communications between Alstom, as the first -- as the body responsible for maintaining
6 the trains, and the City, as the operator of those trains. Do you remember telling her
7 that?

8 **MR. RICHARD FRANCE:** Yeah.

9 **MR. JOHN McLUCKIE:** And that if you wanted to communicate
10 with the City, you effectively communicated up through RTG, RTM, they would talk to
11 the City, the City talks to RTG, RTM, and then that ultimately gets passed back down to
12 you. Is that how you saw it happening?

13 **MR. RICHARD FRANCE:** Yes.

14 **MR. JOHN McLUCKIE:** And I'm going to suggest to you, sir, that
15 that's not a very effective way for the operator of a system to communicate with the
16 maintainer of a system. Do you agree with that?

17 **MR. RICHARD FRANCE:** I agree.

18 **MR. JOHN McLUCKIE:** And it opens up problems. Perhaps
19 you've heard of a kids' game, "Broken Telephone", sir? Messages get badly,
20 information doesn't get communicated well as it goes through various hands? Would
21 you agree with that?

22 **MR. RICHARD FRANCE:** Yes. Yes.

23 **MR. JOHN McLUCKIE:** Clearly, the potential in that relationship
24 where you don't have that direct chain of communication to the City, for that kind of
25 broken telephone game to happen here, isn't there, sir?

26 **MR. RICHARD FRANCE:** It's not ideal.

27 **MR. JOHN McLUCKIE:** And it has the potential to interrupt the
28 maintenance of your trains?

1 **MR. RICHARD FRANCE:** Yes, it could have an impact on that, in
2 some respects.

3 **MR. JOHN McLUCKIE:** And then that's going to interfere with the
4 reliability of the system that the public depends on, right, sir? If your maintenance is
5 interfered with ---

6 **MR. RICHARD FRANCE:** Yes.

7 **MR. JOHN McLUCKIE:** --- the reliability of the system breaks
8 down, sir?

9 **MR. RICHARD FRANCE:** Yes, it impedes your ability to carry out
10 repairs, which then slow down your ability to implement retrofits and other solutions that
11 are ultimately going to be -- bring a benefit to the final service, yes.

12 **MR. JOHN McLUCKIE:** So far from the ideal way to set this
13 relationship up, was it?

14 **MR. RICHARD FRANCE:** Yes.

15 **MR. JOHN McLUCKIE:** Okay. So a couple of questions about trial
16 running. So you had indicated in your interview with Commission counsel that coming
17 into trial running -- that's July and August of 2019, sir -- so this is just as you're arriving
18 in Ottawa, I understood -- and you said that when you arrived, you said no one seemed
19 to be ready for trial running. Do you recall saying that to Commission counsel in your
20 interview, sir?

21 **MR. RICHARD FRANCE:** That was in my previous testimony, yes.

22 **MR. JOHN McLUCKIE:** Right. And do you stand by that, that
23 when you arrived right before trial running, that no one seemed to be ready for that
24 phase?

25 **MR. RICHARD FRANCE:** There was lots of work to be performed
26 by all parties that were involved. I -- yes, there was lots that needed to be done, so ---

27 **MR. JOHN McLUCKIE:** So when you say ---

28 **MR. RICHARD FRANCE:** --- no idea.

1 **MR. JOHN McLUCKIE:** --- no one was ready, I take it that
2 included yourself, Alstom, as the maintenance contractor for the vehicles? Sir?

3 **MR. RICHARD FRANCE:** Well, you know, I was speaking broadly
4 about, you know, the different entities, so RTM, OLRTC, the City, Alstom.

5 **COMMISSIONER HOURIGAN:** The question was about Alstom.

6 **MR. RICHARD FRANCE:** Sorry.

7 **COMMISSIONER HOURIGAN:** Please answer the question.

8 **MR. JOHN McLUCKIE:** You're including yourself, Alstom, in that
9 group of no one was ready for trial running, sir, when you gave that interview to
10 Commission counsel?

11 **MR. RICHARD FRANCE:** Yeah, I believed there was going to be
12 challenges.

13 **MR. JOHN McLUCKIE:** Sir, again, I'm not trying to ask
14 complicated questions. You gave an interview to Commission counsel where you said,
15 "No one was ready for trial running," and I'm just asking you to confirm, sir, that as the
16 maintainer, Alstom, you were part of that "no one", sir?

17 **MR. RICHARD FRANCE:** I mean, if I recall my testimony, I did
18 backpedal a bit on what I said. But I've discussed that earlier where I've said, you
19 know, we were ready to take on a system that wasn't going to have so many difficulties
20 in the beginning with the deficiencies.

21 **MR. JOHN McLUCKIE:** But you understood trial running, sir, was
22 sort of a defined term under your contract with RTM and ultimately, the City, correct?

23 **MR. RICHARD FRANCE:** Well, no. Trial running wasn't part of my
24 contract, but we took the opportunity to get involved at that stage.

25 **MR. JOHN McLUCKIE:** Okay. So you didn't understand that trial
26 running under the contract required that the trains run in sort of simulated service. Was
27 that not your understanding, sir?

28 **MR. RICHARD FRANCE:** There was some discussion about it so I

1 was aware of what --- the idea of what trial running was going to be.

2 **COMMISSIONER HOURIGAN:** All right. It's one o'clock. We're
3 going to take lunch.

4 **THE REGISTRAR:** Order. All rise.

5 The hearing is adjourned until 2:00 p.m.

6 ---- Upon recessing at 1:00 p.m.

7 --- Upon resuming at 2:00 p.m.

8 **THE REGISTRAR:** The Commission has resumed.

9 **--- MR. RICHARD FRANCE, Resumed:**

10 **COMMISSIONER HOURIGAN:** All right. Counsel for the
11 Amalgamated Transit Union was questioning the witness. You've gone over time but I'll
12 let you have a few more minutes if you want to finish up. Go ahead.

13 **MR. JOHN McLUCKIE:** Thank you very much for the indulgence,
14 sir.

15 I'm not sure. I don't see the witness, sir. Do you?

16 **MR. RICHARD FRANCE:** Sorry, my video is not working.

17 **COMMISSIONER HOURIGAN:** Hang on. Is the operator there?

18 **COURT OPERATOR:** Stand by here one moment.

19 **COMMISSIONER HOURIGAN:** Okay. Mr. France, it looks like it's
20 your camera that's the problem.

21 **MR. RICHARD FRANCE:** So I keep getting a pop-up saying it's
22 starting but it's not starting. Shall I come out and back in to the call?

23 **COMMISSIONER HOURIGAN:** Yeah, why don't you try that?

24 **MR. RICHARD FRANCE:** Okay.

25 **COMMISSIONER HOURIGAN:** Starting and stopping is the extent of
26 my knowledge of computer science so we'll proceed on that basis.

27 **MR. RICHARD FRANCE:** Is that okay?

28 **COMMISSIONER HOURIGAN:** We can see you now, yeah. Good.

1 Go ahead.

2 **--- CROSS-EXAMINATION BY MR. JOHN McLUCKIE (cont'd):**

3 **MR. JOHN McLUCKIE:** Mr. France, you can see me, you can hear
4 me?

5 **MR. RICHARD FRANCE:** Yes.

6 **MR. JOHN McLUCKIE:** Okay. So just before the break we were
7 talking about trial running and you seemed to be confused as to what trial running
8 meant under the contract between the City, RTG, and then ultimately to you as the
9 maintainer. Were you aware of what trial running entailed?

10 **MR. RICHARD FRANCE:** So we -- I had some insight from
11 discussions with RTM but I didn't have visibility of really the process and procedure on
12 how it would be evaluated on a daily basis.

13 **MR. JOHN McLUCKIE:** And you understood that the trial running,
14 you had to complete that successfully in order to achieve a fairly large milestone
15 payment, sir?

16 **MR. RICHARD FRANCE:** No, not for the maintenance
17 subcontract, no. So our obligation started at RSAD. There's nothing about trial running
18 really for us.

19 **MR. JOHN McLUCKIE:** And you indicated in your interview again -
20 - you indicated that no one was ready for trial running. Did you communicate that in any
21 way to the City?

22 **MR. RICHARD FRANCE:** No, not in that way, no.

23 **MR. JOHN McLUCKIE:** Did you communicate that to anybody at
24 RTG/RTM, sir?

25 **MR. RICHARD FRANCE:** So there was discussion amongst , you
26 know, RTM and Alstom about where we were in terms of being ready for service and
27 trial running and like that. There was a dialogue but ---

28 **MR. JOHN McLUCKIE:** Did you tell RTG or RTM that Alstom was

1 not ready to begin trial running, sir?

2 **MR. RICHARD FRANCE:** No, we did not. But we -- as I've said,
3 we were ready to start trial running in terms of executing preventative maintenance and
4 the first level corrective. We were ready to start doing work on the system. So that's the
5 dialogue we had with RTM, sorry.

6 **MR. JOHN McLUCKIE:** The trial running process --- so as I
7 understood it, after a day of trial running there was a meeting of senior people involved
8 to discuss the previous day's events? Were you aware of that?

9 **MR. RICHARD FRANCE:** I was aware that there was a meeting. I
10 didn't get the opportunity to participate.

11 **MR. JOHN McLUCKIE:** So you as the maintainer weren't a
12 participant in those meetings, sir?

13 **MR. RICHARD FRANCE:** No.

14 **MR. JOHN McLUCKIE:** And wouldn't you see yourself as the
15 maintainer being a fairly important voice in what might have gone wrong the day before,
16 sir?

17 **MR. RICHARD FRANCE:** Yes, absolutely.

18 **MR. JOHN McLUCKIE:** May I suggest to you that's another
19 example of poor communication between the various parties on this project?

20 **MR. RICHARD FRANCE:** Yes.

21 **MR. JOHN McLUCKIE:** Okay. I just have one last question just
22 again because my time is fairly limited. In terms of the pay and benefits and working
23 conditions that you provide your employees, do you match the pay, benefit, and working
24 conditions that the City provides to its OC Transpo staff?

25 **MR. RICHARD FRANCE:** I don't know. I don't have visibility of the
26 agreement that the City has between themselves and the staff. I have only seen the
27 collective agreement between Alstom and the ATU.

28 **MR. JOHN McLUCKIE:** So I'm going to suggest to you, sir, that

1 you pay less than what the City provides and that your benefits are less than what the
2 City provides to your staff. Would you agree with that, sir?

3 **MR. RICHARD FRANCE:** I mean, based on your knowledge of the
4 two agreements, if that's what you're saying, then I have to take your word.

5 **MR. JOHN McLUCKIE:** Those are all my questions, sir. Thank
6 you.

7 **COMMISSIONER HOURIGAN:** All right. Thank you.
8 Next is Alstom.

9 **MR. JACOB McCLELLAND:** Thank you, Mr. Commissioner.

10 **--- CROSS-EXAMINATION BY MR. JACOB McCLELLAND:**

11 **MR. JACOB McCLELLAND:** Good afternoon, Mr. France. Jacob
12 McClelland for Alstom.

13 Just very briefly, Mr. France, earlier today counsel for the City
14 asked you some questions about your title and role on the project. Do you remember
15 that?

16 **MR. RICHARD FRANCE:** Yes.

17 **MR. JACOB McCLELLAND:** Okay. And I think this is non-
18 controversial, but your title is Project Manager for Alstom Maintenance, right?

19 **MR. RICHARD FRANCE:** Correct.

20 **MR. JACOB McCLELLAND:** And again, I don't think this is
21 controversial but part of your role is to manage the vehicle maintenance, right?

22 **MR. RICHARD FRANCE:** Yes.

23 **MR. JACOB McCLELLAND:** Okay. Thank you, Mr. France.
24 Those are all my questions.

25 **COMMISSIONER HOURIGAN:** All right. Re-examination?

26 **MR. MARK COOMBES:** I have no questions in re-examination,
27 Mr. Commissioner.

28 **COMMISSIONER HOURIGAN:** All right. Thank you, sir, for

1 coming today and giving your evidence. You're excused.

2 Next up is Brandon Richards. All right, I see you, Mr. Richards.

3 Can you hear us okay?

4 **MR. BRANDON RICHARDS:** Yeah, I can hear you okay. Can you
5 hear me okay?

6 **COMMISSIONER HOURIGAN:** Yeah, we can, thank you.

7 You're going to be asked questions by a number of counsel.

8 Before we do that we need you to either swear an oath to tell the truth or affirm to tell
9 the truth. What would you prefer?

10 **MR. BRANDON RICHARDS:** I'll affirm to tell the truth.

11 **COMMISSIONER HOURIGAN:** All right. Stand by.

12 **--- MR. BRANDON RICHARDS, Affirmed:**

13 **COMMISSIONER HOURIGAN:** All right. Thank you.

14 So first will be Commission counsel, Emily Young. Go ahead, Ms.
15 Young.

16 **--- EXAMINATION IN-CHIEF BY MS. EMILY YOUNG:**

17 **MS. EMILY YOUNG:** Good afternoon, Mr. Richards. How are you
18 doing today?

19 **MR. BRANDON RICHARDS:** I'm doing well. How are you doing?

20 **MS. EMILY YOUNG:** I'm good, thanks. My name is Emily Young
21 as the Commissioner noted. I'll be asking you a few questions.

22 First thing we'll look at a little bit of your experience and your role
23 on the project.

24 Am I right that you've been working in the rail industry since at least
25 as early as 2008 and that you've worked in signals and communications in that industry
26 for close to a decade?

27 **MR. BRANDON RICHARDS:** That's correct.

28 **MS. EMILY YOUNG:** And you actually occupied two roles in

1 relation to the Ottawa LRT project. The first was that you worked for OLRTC as a
2 senior communications based train control coordinator from July 2016 to June 2017; is
3 that accurate?.

4 **MR. BRANDON RICHARDS:** Yes, that's correct.

5 **MS. EMILY YOUNG:** And then in 2017 you moved over to a
6 company called ESI Rail Limited and you were their Director of Operations for about
7 three years?

8 **MR. BRANDON RICHARDS:** Yes, that's correct.

9 **MS. EMILY YOUNG:** And then in May 2020, I understand that you
10 began work at OC Transpo as their Chief Safety Officer, and you remained in that
11 position until March 2022?

12 **MR. BRANDON RICHARDS:** That's correct.

13 **MS. EMILY YOUNG:** And when you left OC Transpo, you left for a
14 new opportunity as Chief Safety Office at Hitachi Rail; is that right?

15 **MR. BRANDON RICHARDS:** That's correct.

16 **MS. EMILY YOUNG:** And just to sort of bookend your role on PC
17 Transpo, your predecessor as Chief Safety Officer was named Jim Hopkins, and the
18 current Chief Safety Officer is Paul Treboutat?

19 **MR. BRANDON RICHARDS:** I believe so, yes.

20 **MS. EMILY YOUNG:** Okay. And I am right that Mr. Treboutat
21 used to work at the Transportation Safety Board?

22 **MR. BRANDON RICHARDS:** Yes. Yes, he did.

23 **MS. EMILY YOUNG:** And I understand that in your position as
24 Chief Safety Officer -- and I'll call it CSO, if that's all right -- you were responsible for
25 overseeing three branches within OC Transpo. The first was Transit Training and
26 Development. The second was Safety Standards Investigating and Reporting. And the
27 third was Regulatory and Compliance Quality Control and Assurance. Is that right?

28 **MR. BRANDON RICHARDS:** Yeah, that's right.

1 **MS. EMILY YOUNG:** And are you able to give us a brief
2 description of the work that each of those three branches performed?

3 **MR. BRANDON RICHARDS:** Sure. Briefly, the Training and
4 Development branch was responsible for all aspects of training at the City. This was
5 not just rail; it included the operators, the mechanics, a wide range of activities, so they
6 did all the training for technical and cooperate training as well.

7 The Safety Standards Investigation and Reporting branch was a
8 team of safety specialists who would investigate incidents when they occur and then
9 also take a proactive approach by doing audits and -- doing audits in the field to
10 understand where to address the resources to be effective to prevent incidents from
11 occurring.

12 And the Regulatory Quality Control Assurance branch was
13 responsible for quality control, doing audits on OC Transpo's programs and its
14 contractors' programs. That was a development. It's a fairly new branch. It started
15 after I joined. And then the regulatory assurance, as well, was about monitoring and
16 ensuring that OC Transpo with its regulatory obligations.

17 **MS. EMILY YOUNG:** Thank you. And just one additional question
18 on the third branch you've described there, the Regulatory and Compliance Quality
19 Control and Assurance branch. Would that branch also be performing monitoring and
20 assurance work in relation to RTG and its subcontractors, or just in relation to OC
21 Transpo?

22 **MR. BRANDON RICHARDS:** Both, but there was an oversight
23 program for the Confederation Line where it looked over OC Transpo's operations and
24 the contractor working with the rail operations team.

25 **MS. EMILY YOUNG:** Okay. And we'll get into a bit more detail on
26 that later. I just wanted to clarify that up front. Thank you. And as CSO, Mr. Richards, I
27 understand that you were responsible for ensuring that OC Transpo's safety
28 management system, security management system, and any other safety-related plans

1 and procedures were implemented. Would you agree with that?

2 **MR. BRANDON RICHARDS:** I would agree with the safety
3 management system. The security management system was the responsibility of -- at
4 the time, it would have been James Greer because he had the security branch under
5 his department. So from a regulatory perspective, we would support and ensure that
6 OC Transpo be compliant with regulation by working with that team, but the
7 responsibility of the security management system lay with that group.

8 **MS. EMILY YOUNG:** Okay. And in terms of other safety-related
9 plans and procedures, you would agree that that was your responsibility?

10 **MR. BRANDON RICHARDS:** Yes, agreed.

11 **MS. EMILY YOUNG:** And you reported in that position, I think, to
12 the General Manager of Transit Services, and that was previously Mr. John Manconi
13 and, more recently, Ms. Renée Amilcar?

14 **MR. BRANDON RICHARDS:** That's correct.

15 **MS. EMILY YOUNG:** I understand that, as the SO, you were also
16 the primary liaison with all federal and provincial regulator bodies, including the
17 Transportation Safety Board and Transport Canada?

18 **MR. BRANDON RICHARDS:** That's correct except, on the
19 roadside with the MTO, the City has the holder of the commercial licence with a
20 difference, so I would work with that chief safety officer when it came to any issues with
21 OC Transpo's regulatory obligations when it was pertinent to the MTO.

22 **MS. EMILY YOUNG:** Okay. And you explained in your formal
23 interview to Commission counsel that, as the Chief Safety Officer, you had several
24 powers you could exercise to ensure safety on the system. And the first of those, I
25 believe, is that you had the power to shut down the line if you thought it wasn't safe to
26 operate.

27 **MR. BRANDON RICHARDS:** That's correct.

28 **MS. EMILY YOUNG:** You also had the power to prevent certain

1 vehicles from entering into service if there were safety issues with those vehicles; is that
2 right?

3 **MR. BRANDON RICHARDS:** Yeah. I mean, arguably, that's the
4 same sort of power as the first except on a smaller scale.

5 **MS. EMILY YOUNG:** Fair enough. And third, you also had the
6 power make safety orders, which I understand were a measure you yourself created
7 when you were in the Chief Safety Officer position?

8 **MR. BRANDON RICHARDS:** That's correct.

9 **MS. EMILY YOUNG:** And am I right that the safety orders didn't
10 really have any other independent mechanism of enforcement?

11 **MR. BRANDON RICHARDS:** The safety order, I had approval
12 from the General Manager, who was John at the time, that it would be the documented
13 process to which we could execute the shutting down of the line or -- it was not
14 specifically just to address shutting down the line but other instances as well and, you
15 know, capture data if there are failures that don't necessarily -- weren't shutting the line
16 down but are safety instances that need to be recorded. So it had a couple of uses to
17 is, but -- and I'm not sure if that answers your question, but the authority came from the
18 General Manager, and that's how it came into play.

19 **MS. EMILY YOUNG:** I think -- I think it answers my question in the
20 sense that the explanation you've give is that safety orders were more about
21 documenting safety issues. And I understand that if you made a safety order, the
22 contractor would -- you wouldn't have a means of enforcing the recommendations
23 you've included in the order. That's sort of what I'm getting at.

24 **MR. BRANDON RICHARDS:** Oh, I see. Okay. I suppose, from
25 that perspective, when it comes to enforcing the safety order, unless it was to shut the
26 line down, which I did have the authority for, it could be difficult to enforce other
27 requests or demands that the order had. And I think that's what you mean. But yeah,
28 that's correct.

1 **MS. EMILY YOUNG:** Yes, yes. Thank you for clarifying that. And
2 Mr. Richards, in your formal interview, you also said that the City is responsible for the
3 safe environment and operations of the line in totality. Do you recall giving that
4 evidence?

5 **MR. BRANDON RICHARDS:** I don't remember those exact words,
6 but it sounds right. I mean the responsibility is with OC Transpo to provide a safe
7 environment, yeah.

8 **MS. EMILY YOUNG:** And safe operations?

9 **MR. BRANDON RICHARDS:** Yes, that's correct, yeah.

10 **MS. EMILY YOUNG:** Okay. So I'd like to spend a little bit of time
11 reviewing the basics of the regulatory framework applicable to the Confederation Line.
12 And this obviously included safety-related regulations. And I know that you're aware,
13 Mr. Richards, that there was a delegation agreement entered into between the Ministry
14 of Transport and the City back in 2011 and that provided for the City have authority to
15 regulate the design, construction, operation, and safety and security of the LRT system.
16 Do you recall that?

17 **MR. BRANDON RICHARDS:** Sorry, do you mean the agreement
18 between Transport Canada and the City? I think you said MTO.

19 **MS. EMILY YOUNG:** Oh, sorry, I -- yes, I mean Transport Canada,
20 thank you.

21 **MR. BRANDON RICHARDS:** Yeah. Yes, it is Transport -- yeah, I
22 do, yes.

23 **MS. EMILY YOUNG:** Okay. And if we could call up a document.
24 The document ID number is COW0593630.

25 **--- EXHIBIT No. 273:**

26 COW0593630 – Report to Council 26 November 2014

27 **MS. EMILY YOUNG:** And this is a report to Council that was
28 submitted by Sydney Clark, Rick O'Connor on November 26th, 2014. And rather than

1 go through the provisions of the delegation agreement, I just want to take you to part of
2 this report that goes through some of the key parts of the agreement in language that's
3 a bit more straightforward. So if we could go to page 120, please. And if we could
4 scroll down just to show that second bullet point in full, that's perfect. So the second
5 key point that's outlined here, and it's identified as a highlight of the delegation
6 agreement, is that:

7 "The City must develop, implement, and enforce a
8 comprehensive regulatory framework for the safety
9 and security of OLRT. The regulations must be
10 based on codes, standards, practices, design
11 references, safety principles, and guidelines generally
12 recognized and/or followed by other international
13 light-rail operators and/or rail industry associations.
14 The City must ensure the monitoring of compliance
15 and the enforcement of the regulations will be carried
16 by an independent internal auditor or other
17 responsible City official who does not report to and
18 take instructions from transit service's executive."

19 Do you see that there, Mr. Richards?

20 **MR. BRANDON RICHARDS:** I do see that there, yeah.

21 **MS. EMILY YOUNG:** And it was a bit of mouthful, but distilled
22 down a little, what this is saying is that the City is required to create a comprehensive
23 regulatory framework for the safety and security of the system. Would you agree with
24 that?

25 **MR. BRANDON RICHARDS:** Yes.

26 **MS. EMILY YOUNG:** And regulations in this context are defined
27 broadly by the delegation agreement. They include standards, rules, guidelines, and
28 codes. So things like OC Transpo's rulebook, OC Transpo's standard operating

1 procedures, its safety management system -- those would all be part of the City's
2 regulatory framework, correct?

3 **MR. BRANDON RICHARDS:** Yes, agreed.

4 **MS. EMILY YOUNG:** Were there any other components to OC
5 Transpo and the City's regulatory framework, particularly with reference to safety, that
6 you can think of?

7 **MR. BRANDON RICHARDS:** There's a list. I won't be able to list
8 them all off the top of my head, but the one that I'm thinking of that you haven't
9 mentioned is the maintenance and rehabilitation plan. That's a very important one
10 when it comes to safety. That's definitely a part of the regulatory framework from the
11 delegated agreement. As you said, the SMS -- the SEMS is as well, the security
12 management system. So there are more; I just can't think of them off the top of my
13 head.

14 **MS. EMILY YOUNG:** Fair enough. And the maintenance and
15 rehabilitation plan -- is that an OC Transpo plan or is that an RTG or RTM plan?

16 **MR. BRANDON RICHARDS:** You know, I'm not sure. I think RTM
17 owns it and provides it to OC Transpo. As to who owns the document, I'm not totally
18 sure.

19 **MS. EMILY YOUNG:** Okay. And if we could just scroll down to
20 look at the final bullet point on this -- oh, sorry, on page 121. Thank you. So here we
21 see that:

22 "The regulations adopted by the City are to be
23 comprehensive, formally adopted, and publicly
24 available." (As read)

25 Do you recall whether the regulations that we've discussed were
26 formally adopted and made publicly available?

27 **MR. BRANDON RICHARDS:** That predated me being there -- the
28 actual delegated agreement and regulatory framework -- but I thought they were. I

1 thought they were made public years before. I met with the law firm that helped support
2 OC Transpo for the development of the self-regulated model, and I seem to recall that it
3 was made public, but I can't say definitively.

4 **MS. EMILY YOUNG:** Okay. And we just want your best
5 recollection, so that's completely fine.

6 It also says that:

7 "The regulations have to be monitored and enforced
8 with some level of independence." (As read)

9 Would that independence aspect be met by the regulatory monitor
10 and compliance officer's role?

11 **MR. BRANDON RICHARDS:** Yes, I believe so.

12 **MS. EMILY YOUNG:** And that role is filled by a gentleman named
13 Sam Berrada; is that right?

14 **MR. BRANDON RICHARDS:** That's correct.

15 **MS. EMILY YOUNG:** And are there any other elements of
16 independence that you're aware of, other than the regulatory monitor or RMCO?

17 **MR. BRANDON RICHARDS:** With the SMS, Transport Canada
18 identified the safety management system -- that OC Transpo have it audited by a third
19 party. When I was there, we did go through a first audit of the SMS, and I believe it's
20 every three years after that. So that's one other area as well where there was an
21 independent party monitoring the system.

22 **MS. EMILY YOUNG:** Okay. And I think, actually, if we go back up
23 to page 120, in the third bullet point there, we actually see exactly what you're talking,
24 Mr. Richards. The City was required to make certain reports to the Minister of
25 Transport, and one of those was an annual operating safety and security report that this
26 documents describes as brief, and the other was what you've just mentioned, an
27 independent audit of the safety management system and security management system
28 after the first year of the system's operations and at every three-year interval following

1 that. Is that what you were thinking of?

2 **MR. BRANDON RICHARDS:** Yeah. I think I was speaking of
3 both, because if I recall correctly, I believe we filed both at the same time after the first
4 year of operations. I don't think it's written here, but I think the first audit was agreed to
5 be done after the first year of operations because it's an effort to embody an SMS
6 where it's a continuous improvement model. So you learn, you gather your data, you
7 see the operation for a year, you do your audit, and then from that point then it was the
8 triennial audit that they're talking about here. That's my recollection of why we had
9 done it after the first year of operations. I think that was stated by Transport Canada to
10 do it that way.

11 **MS. EMILY YOUNG:** Yeah, I think that you're right and I think that
12 information is just not in this report.

13 And this isn't in the delegation agreement either, but I believe you
14 also had to report to the City manager on the safety management system. Is that right?

15 **MR. BRANDON RICHARDS:** That's correct, yeah.

16 **MS. EMILY YOUNG:** And would the City manager in turn report to
17 council or to a committee of council?

18 **MR. BRANDON RICHARDS:** I can't remember if they included it in
19 reports to council or not. I don't know.

20 **MS. EMILY YOUNG:** Okay. And if we go to page 122 of the
21 document and just look at the second bold paragraph there, we can see that the City's
22 executive committee was recommending that the City manager be the accountable
23 executive for the Confederation Line. Do you see that?

24 **MR. BRANDON RICHARDS:** Yes, I see it.

25 **MS. EMILY YOUNG:** And does that mean that the City manager is
26 assuming ultimate responsibility for implementing the safety management system and
27 for ongoing compliance with the regulatory requirements?

28 **MR. BRANDON RICHARDS:** Yes, that's correct.

1 **MS. EMILY YOUNG:** And this in fact was done. The City manager
2 was identified as the accountable executive.

3 **MR. BRANDON RICHARDS:** Yes, that's correct.

4 **MS. EMILY YOUNG:** Okay. We can take this document down
5 now. Thank you.

6 And it's also not mentioned in that document, Mr. Richards, but I
7 think you would agree with me that the City, as regulator, also has the responsibility to
8 investigate occurrences or incidents during the operation of the LRT that potentially
9 affect the safety or security of the system.

10 **MR. BRANDON RICHARDS:** Yes, I agree.

11 **MS. EMILY YOUNG:** And if we could pull up another document
12 now -- COW0537771.

13 **--- EXHIBIT No. 274:**

14 COW0537771 – City of Ottawa City Manager Designation –
15 Light Rail Regulations 12 February 2021

16 **MS. EMILY YOUNG:** And when this documents comes up, you'll
17 see, Mr. Richards, it's a document known as the City manager designation. And it's
18 dated February 12th, 2021. Are you familiar with this document here?

19 **MR. BRANDON RICHARDS:** No, I'm not familiar with this
20 document. I haven't seen this one before.

21 **MS. EMILY YOUNG:** Okay. Well, I'm thinking that it might provide
22 the list of aspects of the regulatory system that you might have been alluding to before,
23 but let's see.

24 So if we go to page 2 and we look at point 2.2 there, "Master List of
25 Regulations", it indicates that:

26 "In Appendix B to this document, the City manager is
27 clarifying and confirming a list of LRT regulations
28 applicable to the Confederation Line." (As read)

1 Do you see that? It's beside number 2.2.

2 **MR. BRANDON RICHARDS:** Oh, okay. I see it there now, yeah.

3 **MS. EMILY YOUNG:** So let's go to Appendix B. That's on page 8.

4 And this is the master list of LRT regulations as of February 11th, 2021, so it's quite
5 recent. And the introduction here states that:

6 "The City's self-regulated regime is based on City
7 imposed obligations on various City departments to
8 adopt and manage specified programs, plans, and
9 procedures, and the layers of the City's oversight.
10 OC Transpo is responsible for overseeing these
11 programs and ensuring that contractors comply with
12 these programs." (As read)

13 Can you see that there?

14 **MR. BRANDON RICHARDS:** Yeah, I can see that.

15 **MS. EMILY YOUNG:** And if we scroll down a little bit, we're just
16 looking at sub point (i) there. It says that:

17 "OC Transpo should generally require contractors and
18 subcontractors to adopt and maintain in place plans,
19 programs, procedures, and practices that are
20 substantially consistent with OC Transpo's programs."
21 (As read)

22 Do you see that?

23 **MR. BRANDON RICHARDS:** Yeah.

24 **MS. EMILY YOUNG:** And I take it that contractors and
25 subcontractors would include RTG, RTM, and Alstom maintenance?

26 **MR. BRANDON RICHARDS:** I believe that's what this would be
27 referring to, yeah.

28 **MS. EMILY YOUNG:** And would your understanding be that as a

1 result, the safety management system of those contractors and subcontractors would
2 have to be substantially consistent with OC Transpo's?

3 **MR. BRANDON RICHARDS:** Yes, I agree.

4 **MS. EMILY YOUNG:** And can you tell us, Mr. Richards, what the
5 City does to make sure that that is the case, that those systems are substantially
6 consistent with OC Transpo's?

7 **MR. BRANDON RICHARDS:** If we're talking about the SMS, for
8 example -- because that one I do remember -- we would meet with a team at RTM and
9 work through the SMS, because they're supposed to, if I recall correctly, submit it
10 annually for -- because OC Transpo does theirs annuals -- a refresh of the SMS to
11 include anything and change the targets and initiatives on the SMS.

12 So I know that while I was at OC Transpo, that was a pain point
13 where we weren't receiving an updated SMS, and so what we would do is, this ties into
14 the RMCO monitoring. He could catch that stuff, or we would catch it as well, and the
15 we developed a process near the end of my time at OC Transpo where it would be run
16 through a contractual course, try to resolve it through the PA, and if that didn't work, I
17 think that was the only avenue we could really go down. I mean, if it became a concern
18 to the point where safety was a concern, then as we talked about before, it could be to
19 shut the line down for that, so that's something that was developed late in the time that I
20 was there. I never really got to see it work, but we had to develop a process for
21 ensuring that these programs would be in alignment with OC Transpo so that OC
22 Transpo would be compliant with its regulatory obligations.

23 **MS. EMILY YOUNG:** Okay. And so it sounds like you -- by the
24 time you left, that that process hadn't really been fully implemented yet?

25 **MR. BRANDON RICHARDS:** No. No, I think it was in play, but it
26 hadn't really been executed at that point because the process took into account time for,
27 you know, review and make modifications, so it would give specific timeframes to
28 update documents, and so on and so forth. So we had started the process, but I never

1 got to see it fully operate.

2 **MS. EMILY YOUNG:** Okay. But the idea was to go through a
3 process of annually reviewing and updating RTM's safety management system to make
4 sure that it was substantially consistent with OC Transpo's?

5 **MR. BRANDON RICHARDS:** Yeah. I mean, the annual review of
6 the SMS is an obligation for OC Transpo, and by extension, to its contractors, so that's
7 just one example of a program in this document that you're referring to that we would --
8 that OC Transpo would have to ensure is similar to their own.

9 **MS. EMILY YOUNG:** Right. And if we go to page 9, I think we'll
10 see the -- a list of the programs there that OC Transpo is required to adopt and
11 manage. Do you see that list there, Mr. Richards?

12 **MR. BRANDON RICHARDS:** Yes, I do. Yeah, that's what I was
13 thinking about earlier. That's the list, yeah.

14 **MS. EMILY YOUNG:** Okay. Perfect. And we can see the safety
15 management system, security management system, standard operating procedures, the
16 LRT operating rules and procedures, the maintenance and rehabilitation plan, and other
17 plans and documents that are listed on there. Do you see those?

18 **MR. BRANDON RICHARDS:** Yes, I do.

19 **MS. EMILY YOUNG:** And Mr. Richards, are you aware of a
20 document called "The Operational Restrictions Document"?

21 **MR. BRANDON RICHARDS:** I had heard of it, but I never saw it
22 while I was at OC Transpo.

23 **MS. EMILY YOUNG:** Are you aware of whether or not it would
24 have been incorporated into these -- the programs that we see on the screen?

25 **MR. BRANDON RICHARDS:** It should have been through, you
26 know, the design and construction phase when you're creating the hazard log, which
27 would dictate how some of these documents, like, SOPs or maintenance and rehab
28 would play out. That would indicate things that would need to be done to prevent those

1 conditions from occurring. So from my understanding, it should have been adopted into
2 these.

3 **MS. EMILY YOUNG:** Okay. But you don't have direct knowledge
4 of that occurring?

5 **MR. BRANDON RICHARDS:** No. What I know of is the hazard log
6 that we would have worked off of, and that would indicate the safety of the system for,
7 you know, different hazard environments which is where -- what you were talking about
8 would be put into the hazard log.

9 **MS. EMILY YOUNG:** Okay. So the aspect of the operational
10 restrictions document would be incorporated into the hazard log? That's what you're
11 saying, you ---

12 **MR. BRANDON RICHARDS:** Yes, yes.

13 **MS. EMILY YOUNG:** Okay. And we can take this document down.
14 Thank you.

15 So I'm going to attempt now to summarize a bit of what we've gone
16 over, and that is the different layers of oversight or assurance in place in respect of
17 safety for the system. And I'm -- I'll list them out and ask you just some questions as we
18 go along.

19 So one of these layers of oversight is the City's creation,
20 implementation, and enforcement of safety-related regulations?

21 **MR. BRANDON RICHARDS:** Correct.

22 **MS. EMILY YOUNG:** Another layer of oversight would be the
23 regulatory monitor and compliance officer, who I understand is monitoring both OC
24 Transpo and the contractor's compliance with the City's regulatory framework?

25 **MR. BRANDON RICHARDS:** Correct.

26 **MS. EMILY YOUNG:** And one thing that I think is important to note
27 about the RIMCO's rule is that he has no duty or authority to assess the adequacy,
28 sufficiency, or effectiveness of the City's regulation; is that right?

1 **MR. BRANDON RICHARDS:** Sorry, can you repeat that again?

2 **MS. EMILY YOUNG:** No problem. So the RIMCO does not have
3 the duty or authority to assess whether the City's regulations are adequate or sufficient?

4 **MR. BRANDON RICHARDS:** Yes, I agree with that.

5 **MS. EMILY YOUNG:** And a third layer of oversight would be
6 Transport Canada's review of the City's required reporting, but I think we've seen
7 already that that is a fairly limited oversight role; would you agree with that?

8 **MR. BRANDON RICHARDS:** Agreed.

9 **MS. EMILY YOUNG:** And Transport Canada does not perform
10 oversight of the City's regulatory framework as a whole, it receives reports on safety
11 incidents and on the safety management, security management system?

12 **MR. BRANDON RICHARDS:** Agreed, but I don't have any
13 recollection of safety incidents being reported to Transport Canada. That's not part of
14 the delegated agreement, the reporting of incidences to the TSB.

15 **MS. EMILY YOUNG:** Okay. And I think I put that in a way that was
16 maybe not so clear. I was referring to the contents of the annual reports, and I
17 understand that those annual reports do include some reporting on incidents that have
18 occurred in the past.

19 **MR. BRANDON RICHARDS:** Fair. Okay. Okay. Agreed, yes.

20 **MS. EMILY YOUNG:** But I'm definitely not suggesting that any time
21 there's an occurrence on the line that you're reporting to Transport Canada.

22 **MR. BRANDON RICHARDS:** Okay. Just clearing.

23 **MS. EMILY YOUNG:** But that is another good point, that the
24 Transportation Safety Board sometimes gets involved in oversight when you are
25 obligated to report something that occurs. Is that right, Mr. Richards, sorry?

26 **MR. BRANDON RICHARDS:** Yes. I think stating that they perform
27 oversight might be a stretch from what their mandate is, but they do get involved and
28 work with -- well they worked with OC Transpo at that point in time.

1 **MS. EMILY YOUNG:** Okay. So in your view, it's more of a
2 collaborative working together relationship that arises following an incident?

3 **MR. BRANDON RICHARDS:** Yeah. I just -- from my work with the
4 TSB, I've always, you know, had a relationship with them, and I understand that it's not
5 their responsibility to oversee an operation or to get involved in that capacity.

6 Their mandate is to ensure safety of industry, so you know, when it
7 comes to it, they'll put their rail safety advisory letters, as we've seen, for the industry as
8 a whole, and for the individual operating railroad, but then also to -- it's not for them to
9 dictate operations and get involved to that level. I think that if there was a serious
10 enough safety concern, they could, but as far as them having an oversight role, I'm not
11 sure if that's the right way to say it.

12 **MS. EMILY YOUNG:** Okay. Fair enough.

13 And if they did get involved in investigating an occurrence, and they
14 provided recommendations or instructions, would OC Transpo follow those?

15 **MR. BRANDON RICHARDS:** Yes, after doing due diligence and
16 making sure that they make sense from an SMS perspective and from an operating
17 perspective. There'd be a lot of technical analysis to be done when it comes to
18 something like that. And I'm thinking of line specific, which I'm sure we'll talk about
19 later, but generally, yes. You would work with and implement something as -- because
20 the -- you know, being experts in the field that they are, the TSB generally has very
21 good recommendations, so you would obviously want to make sure you're following
22 them.

23 **MS. EMILY YOUNG:** And would it be fair to say that there would
24 be or there should be another layer of safety oversight at the contractor level?

25 **MR. BRANDON RICHARDS:** That there should be?

26 **MS. EMILY YOUNG:** Yes. I mean, at least, in theory, if the Project
27 Agreement is being performed and the LRT regulations are being complied with, then I
28 understand that the contractor would have obligations to ensure safety on the system in

1 their own way?

2 **MR. BRANDON RICHARDS:** Correct.

3 **MS. EMILY YOUNG:** They have to comply with the requirements
4 of the Project Agreement, and some of those are safety related, and they also have to
5 implement their own safety management system, right?

6 **MR. BRANDON RICHARDS:** Yes, I believe -- if I remember right,
7 the Project Agreement is worded such that OC Transpo, contractors and
8 subcontractors, must be compliant with OC Transpo's regulatory obligations. So I think
9 what you're saying, that's how it ties into the PA, is that, you know, by extension, they
10 have to fulfill the regulatory obligations, and that's where it also ties into safety, because
11 often, the regulatory side of things is supporting the safety part of the business, so yes.

12 **MS. EMILY YOUNG:** And we touched on this a bit earlier and it
13 sounded like you might not have such a great recollection of it, and that's fine. But there
14 would have been, at some level some oversight conducted by Council or a committee of
15 Council.

16 **MR. BRANDON RICHARDS:** Oversight of the regulations?

17 **MS. EMILY YOUNG:** Yes, the regulatory framework.

18 **MR. BRANDON RICHARDS:** From Council, I can't think of any
19 sort of oversight that Council had of the regulations. No, I'm sorry.

20 **MS. EMILY YOUNG:** Okay. And would the City Manager, for
21 instance, be reporting on the safety management system or safety related issues to
22 Council or a committee of Council?

23 **MR. BRANDON RICHARDS:** Safety related issues, I think
24 generally were communicated by the General Manager. I think if it was to a severity
25 level, I think the City Manager would. Does that answer your question?

26 **MS. EMILY YOUNG:** Yes. Yes, I mean, again just looking for what
27 you know and what you recall sitting here today.

28 **MR. BRANDON RICHARDS:** Okay. yeah. The SMS -- again, I

1 can't remember if that was brought up to Council after it was done on an annual basis. I
2 just can't remember that.

3 **MS. EMILY YOUNG:** Okay. And are here any other layers of
4 oversight that you would add to that list that we've just been through?

5 **MR. BRANDON RICHARDS:** I don't know if we talked about -- so
6 when I came in to OC Transpo, I mean, after some time I worked with Mr. Charter to
7 develop the Line 1 oversight plan and that incorporated audits of the maintenance and
8 rehabilitation plan to make sure that contractors and subcontractors were compliant with
9 that regulatory document. And then also too the group that I put together which, I think
10 it was early 2021 maybe, around like Q1 maybe Q2, that it started to come together.
11 And put together monitoring of the regulatory obligations for the contractor and
12 subcontractors as well, so you know, making sure that they had an updated SMS,
13 making sure that they were supporting the operations team if it came to the
14 maintenance and rehab plan, the SCMS. So that I think is worth mentioning. It came
15 into play probably -- I honestly don't -- mid 2021 or so. But I think that was a very good
16 step for OC Transpo to start doing oversight.

17 **MS. EMILY YOUNG:** Okay. And you're referring to the Line 1
18 oversight plan that was created for 2021?

19 **MR. BRANDON RICHARDS:** Yeah, I think it was 2021. That's
20 what I'm referring to, yeah.

21 **MS. EMILY YOUNG:** Okay. And it sounds like that plan had not
22 been in place before 2021; is that right?

23 **MR. BRANDON RICHARDS:** That's right. I know that the real
24 operations team did do monitoring. I wouldn't say there was nothing but I think the
25 formal structure and planned out auditing process would be -- was a good thing so
26 that's why we decided to move forward with that structure.

27 **MS. EMILY YOUNG:** Okay. And I think -- why don't we go actually
28 straight to look at the Line 1 oversight plan from 2022 and the doc ID for that document

1 is TRA2. Is that a familiar document to you, Mr. Richards?

2 **--- EXHIBIT No. 275:**

3 TRA0000002 – OC Transpo Line 1 Oversight Plan 2022 12
4 November 2022

5 **MR. BRANDON RICHARDS:** Yes. Yes.

6 **MS. EMILY YOUNG:** And if we go to page 3 I think we can see
7 that you would have approved this document.

8 **MR. BRANDON RICHARDS:** Yeah, I remember this, yeah.

9 **MS. EMILY YOUNG:** And if we look to page 8, I just want to hone
10 in on the fourth paragraph there which says that:

11 “The oversight plan was developed using industry
12 best practices and standards and with input from
13 industry expertise.”:

14 Who was providing that expertise to the City in developing this
15 plan?

16 **MR. BRANDON RICHARDS:** At that time it would have been -- we
17 would have talked to STV, the firm STV, Mr. Berrada. I think maybe TRA at that point
18 as well because this is the 2022 document. And then also looking at, like, the federal
19 regulatory oversight models that they do as well. I have background there, as you
20 mentioned before so I do know some of what the testing requirements are especially
21 from a maintenance and rehabilitation perspective. So leveraging some of that as well.

22 **MS. EMILY YOUNG:** Okay. So STV, the RMCO, Mr. Berrada, and
23 TRA as well as employing your own knowledge from your previous experience?

24 **MR. BRANDON RICHARDS:** Yeah. I mean, it was more so on the
25 consultants that have a lot of experience in the field here so it was probably more
26 weighted on STV and TRA.

27 **MS. EMILY YOUNG:** Okay. And were there any specific best
28 practices or standards that you relied on?

1 **MR. BRANDON RICHARDS:** I mean, the maintenance and
2 rehabilitation plan was built off of standards. I can't list them off the top of my head but
3 you know, when you're doing the audit it's more about the standard of the auditing
4 process. So the standards are there already. And I think that answers the question.
5 Like, the standards that are in place are already a part of the regulatory framework and
6 this is simply ensuring that the standards are being carried out in accordance with the
7 way they're supposed to be to ensure that we are compliant with the regulation.

8 **MS. EMILY YOUNG:** Okay, thank you.

9 And could we go to page 10, please? And could you scroll down a
10 little bit further? Okay.

11 So we can see here that the CSO is responsible for implementing
12 this plan; is that right?

13 **MR. BRANDON RICHARDS:** Yeah, that's correct.

14 **MS. EMILY YOUNG:** And if you scroll down a little bit further, I
15 think we see on this page that there are two branches of OC Transpo that are doing the
16 actual oversight work on the ground in this plan. And those are the trains and system
17 branch which I understand would not have been under your supervision; and the
18 regulatory compliance quality control and assurance branch which, as we've already
19 established, was under your supervision. Is that right?

20 **MR. BRANDON RICHARDS:** That's correct.

21 **MS. EMILY YOUNG:** Okay. And if we could go to page 18 I just
22 want to try and get a sense of which branch is doing what type of work and maybe ---
23 you read my mind, Mr. Court Operator. Yes, you can blow that up a little bit. That
24 would be helpful. Thank you.

25 So this is a sample schedule for trains and system branch oversight
26 activities. And what I take from looking at this is that trains and systems are focused on
27 looking at the track, vehicle, infrastructure, and maintenance. So the more technical
28 side of oversight. Would you agree with that?

1 **MR. BRANDON RICHARDS:** Yes, I would agree with that. And I
2 would also add that these would be selective, following the SMS, so back to the
3 standards that are followed in the safety management system. If you have indicators
4 that there's a risk area, that's where you focus your monitoring on. So that would have
5 been sort of the birth of what would these be selected for the monitoring.

6 **MS. EMILY YOUNG:** Okay. So in general, monitoring is risk-
7 based?

8 **MR. BRANDON RICHARDS:** Correct.

9 **MS. EMILY YOUNG:** And your team --- the regulatory compliance,
10 quality control, and assurance team -- is not dealing with these more technical aspects
11 but they are looking at the implementation of the safety management system and things
12 like that? Can you elaborate?

13 **MR. BRANDON RICHARDS:** Correct. I think it was at the bottom,
14 it was further down. I think there was a small section which showed the monitoring
15 activities for -- it must be a different version of the document. I don't see it there. But
16 there was a small section which indicated what was going to be monitored at what point
17 in time from the -- from my branch and the individual that was responsible for looking at
18 that.

19 So yeah, like you said, the SMS, the SCMS, yeah, things like that.

20 **MS. EMILY YOUNG:** And are those things also determined by
21 taking a risk-based approach or is there any regular monitoring that would be
22 incorporated as well?

23 **MR. BRANDON RICHARDS:** They're more of a regular
24 monitoring. More so, this is more of a risk-based approach because it's intimately
25 involved with the daily operations, So you know, if you have a concern about wheels or
26 bearings you want to put more attention on your monitoring to that area and making
27 sure the contractor is on top of that.

28 **MS. EMILY YOUNG:** Okay. And we can take this document down

1 now. Thank you..

2 I'm going to sort of work backwards a little bit in time right now, Mr.
3 Richards. Do you recall the RMCO's 2021 report? So the report about this monitoring
4 activities in 2021?

5 **MR. BRANDON RICHARDS:** I remember the report. I don't
6 remember the specifics of it.

7 V **MS. EMILY YOUNG:** Okay. Do you remember that the RMCO
8 found that there was some opportunity for OC Transpo to strengthen its oversight of
9 contractors in that report?

10 **MR. BRANDON RICHARDS:** Yes, I remember that now that
11 you're saying it.

12 **MS. EMILY YOUNG:** Okay. And you would have been aware of
13 Mr. Berrada's findings in that respect, probably even before the report was issued; is
14 that right??

15 **MR. BRANDON RICHARDS:** Yeah, it was one of the indicators
16 why I put together the Line 1 oversight plan

17 **MS. EMILY YOUNG:** Okay. Again, you're jumping ahead, and I
18 appreciate that. We'll get to that point. And so I just wanted to pull up the RMCO's
19 Report just to give a bit more context here, if we could go to COM0009624. And if we
20 look -- so you can see report up here?

21 **--- EXHIBIT No. 276:**

22 COM0009624 – Compliance Report for 2021 Regulatory
23 Compliance Office – OLRT 1 March 2022

24 **MR. BRANDON RICHARDS:** Yes, I can. And do you want me to
25 just answer more yes or no so I don't jump ahead? I don't want to ---

26 **MS. EMILY YOUNG:** No, no. No, it's ---

27 **MR. BRANDON RICHARDS:** Okay.

28 **MS. EMILY YOUNG:** --- totally fine. I just want to give you a little

1 bit of sense of the direction in which we're going.

2 **MR. BRANDON RICHARDS:** Okay.

3 **MS. EMILY YOUNG:** You're welcome to do that. I think it just
4 shows, you know, we're on the same wavelength, so that's a good thing. Could we go,
5 please, to page 26? Okay. And so this slide, I understand, is explaining why OC
6 Transpo's oversight was identified as being mostly compliant rather than fully compliant.
7 And so it notes that OC Transpo enhanced its oversight plan in the first quarter of 2021.
8 That might be what you're referring to, Mr. Richards, or perhaps there was further
9 enhancement done later, but I -- what I want to hone in on is just the third bullet there.
10 And essentially, the RMCO, here, is stating that there were some gaps identified in the
11 contractor's safety management system and that, in turn -- the fact that those gaps
12 existed indicated that OC Transpo could strengthen its oversight plan to do more
13 monitoring. Do you recall that?

14 **MR. BRANDON RICHARDS:** Yes, I do recall. And as I'd
15 mentioned earlier, I used the SMS as an example when you were asking about
16 mechanisms to enforce regulation, and this is why that came into play, because there
17 was a real struggle to bring the contractor into alignment with OC Transpo and I -- I
18 brought the regulatory group into my branch after joining OC Transpo with one of the
19 thoughts being that, through the PA, to enforce regulation, it's possible, and then -- and
20 that would allow us to also promote safety. So this was a bit of a frustrating point and
21 that was -- I'm not really articulating this well, but one of the reasons I brought that
22 branch in was to be able to move things forward to ensure -- and it's not just that we're
23 compliant with the regulation but, honestly, that there's a safe approach and
24 maintenance of the line.

25 **MS. EMILY YOUNG:** And I think maybe what you're also getting at
26 is that this approach, and the RMCO involvement, specifically, allowed you to put more
27 pressure, I suppose, on the contractor and get them to update their safety management
28 system; is that what you're suggesting, maybe?

1 **MR. BRANDON RICHARDS:** Yes. Yes, exactly. It was a little
2 more fire power, yeah.

3 **MS. EMILY YOUNG:** Okay. And did you agree with the RMCO's
4 findings that OC Transpo could improve monitoring?

5 **MR. BRANDON RICHARDS:** Yes, I did. I had a few
6 conversations with Sam about that and I very much agree. Him and I come from a
7 similar part of the industry where oversight is very stringent, and it's like that for a
8 reason, because it really promotes safety. So I was very much in alignment with that.

9 **MS. EMILY YOUNG:** And if we just scroll to the bottom this page --
10 oh, are we on 26? Sorry, I think I -- I've got the wrong page number here but we can
11 take down this document. All I was going to say is exactly what you've already said,
12 that the RMCO indicated in his presentation that he had conversations with OC Transpo
13 his findings. And would those conversations have involved you?

14 **MR. BRANDON RICHARDS:** Yeah, they would have involved me,
15 and I believe he also would have met with the General Manager as well when we were
16 talking about OC Transpo. And then also did meet, I think it's quarterly, with the City
17 Manager as well for updates.

18 **MS. EMILY YOUNG:** Okay. And I understand that part of the
19 follow up from his findings and from those conversations is that you made the 2022
20 oversight plan more robust than the 2021 plan; is that accurate?

21 **MR. BRANDON RICHARDS:** Sorry, can you repeat that?

22 **MS. EMILY YOUNG:** Sure. So my question is that one of the
23 follow-ups that came up of Mr. Berrada's findings was that you made the 2022 Line 1
24 Oversight Plan more robust?

25 **MR. BRANDON RICHARDS:** That's correct, yeah.

26 **MS. EMILY YOUNG:** And can you explain what aspects of the
27 plan made it more robust than the previous plan?

28 **MR. BRANDON RICHARDS:** More robust because it was more

1 documented and planned out in a more concise way, you know, really becoming part of
2 the day-to-day operation. I wanted to turn it into, like, a part of the culture, I guess, if
3 you will, something that was known it was coming up and something that would be
4 regimented, and then also to have accountable individuals tied to it as well to make sure
5 that OC Transpo was doing its oversight and then, by extension, making sure that the
6 line is safe and compliant with regulation.

7 **MS. EMILY YOUNG:** And what were the tools that you used in the
8 plan to make it more regimented?

9 **MR. BRANDON RICHARDS:** I think it would have been, like I said,
10 the formal documentation process. If you don't have something structured like that,
11 things can fall between the cracks. You could, you know, not have the accountability to
12 do the monitoring. Whereas, if it's put on paper that you're going to be doing XYZ
13 throughout the year, and this month, and this month, and this month, you're help more
14 to account to do it, and I think that's -- that's probably the main tool. And then also
15 having individuals listed on the document as accountable to make sure that it's being
16 carried out.

17 **MS. EMILY YOUNG:** Okay, so creating a specific schedule of
18 monitoring activities and assigning responsibility to individuals?

19 **MR. BRANDON RICHARDS:** Yeah. And again, like I said before,
20 I don't -- I don't know that it wasn't there before and I just hadn't seen it, but I hadn't
21 seen something formally structure like we put together after talking with the RMCO.

22 **MS. EMILY YOUNG:** Okay. So if we could now go to look at the
23 safety management system, and that's doc ID COW0536782. And would you agree,
24 Mr. Richards, that the safety management system is a core part of the City's regulatory
25 framework?

26 **--- EXHIBIT No. 277:**

27 COW0536782 – OC Transpo Safety Management System

28 26 May 2021

1 **MR. BRANDON RICHARDS:** Yes.

2 **MS. EMILY YOUNG:** And it's actually explicitly required by the
3 delegation agreement with Transport Canada, correct?

4 **MR. BRANDON RICHARDS:** Yes.

5 **MS. EMILY YOUNG:** Okay. And if we scroll to page 2 of this
6 document, we can see that this is the SMS that was issued on May 26th, 2021, and it's
7 the fourth revision.

8 **MR. BRANDON RICHARDS:** Yeah, I can see that.

9 **MS. EMILY YOUNG:** And I understand that the safety
10 management system is reviewed and updated on an annual basis; is that right?

11 **MR. BRANDON RICHARDS:** That's correct.

12 **MS. EMILY YOUNG:** And it's something that you, as Chief Safety
13 Officer, would have approved?

14 **MR. BRANDON RICHARDS:** Correct.

15 **MS. EMILY YOUNG:** Okay. So if we go to page 15, we'll see
16 there what are considered to be the four pillars of the SMS, and there are a number of
17 processes that are identified as coming within each of the pillars. And I'll just highlight a
18 few for the sake of time, but we can see there's a process for establishing targets and
19 developing initiatives. There are processes for identifying and assessing risks, and
20 reporting and managing hazards and occurrences. There are also processes for
21 ensuring compliance with the regulations and implementing remedial action. Do you
22 see those?

23 **MR. BRANDON RICHARDS:** Yes, I do, yeah.

24 **MS. EMILY YOUNG:** And I want to go to page 22 next. This page
25 refers to something called a Confederation Line Safety Committee, and I believe you
26 spoke about this committee a little bit in your formal interview; do you recall that?

27 **MR. BRANDON RICHARDS:** I don't remember speaking about it
28 specifically, but I am aware of what it was; I used to chair it.

1 **MS. EMILY YOUNG:** Okay. So the CSO, which was obviously you
2 for a while, is chair of the committee, and the committee, I understand, includes
3 representative from both OC Transpo and RTM, so both sides of the operations and
4 maintenance coin?

5 **MR. BRANDON RICHARDS:** That's correct, railway operations,
6 and RTM, and then some people from my team as well would attend.

7 **MS. EMILY YOUNG:** And the SMS here describes the committee
8 as a forum to review data and trends and continuously improve safety matters as it
9 pertains to the Line 1. Can you explain what types of things the committee does to
10 improve safety on the system?

11 **MR. BRANDON RICHARDS:** Sure. So after joining, I noticed that
12 we needed to analyze trending data more effectively, so that's one of the things that,
13 you know, at some point in 2020, we started monitoring more closely. And from that,
14 we were able to identify the problematic areas, the areas with risk, so, for example,
15 rules violations on the operating railroad, and then you can hone in more on rules
16 violations in the yard. And then that's an indicator that the teams, whether it be OC
17 Transpo and their operations or RTM needs to put more of an emphasis on educating
18 staff to make sure that they're following the procedures properly, doing training sessions
19 -- tailgate stuff -- with them on safe working practices, and making them aware -- so
20 then taking that approach to foster a safer environment and reduce the potential for
21 harm. So that's the type of things that the committee would do in this capacity.

22 **MS. EMILY YOUNG:** Okay. And would the committee also be
23 looking at, in addition to data, incidents and occurrences on the line?

24 **MR. BRANDON RICHARDS:** Absolutely, because it was monthly.
25 And if it needed to happen more frequently, I believe we would meet more frequently,
26 but yes, if there was an incident that occurred -- I'm trying to think of one off the top of
27 my head. You'd have stuff happen at the stations all the time, and it would be a bit of a
28 debrief amongst the safety groups as to what happened, what could be done better.

1 And it's a very collaborative approach, and I think it made a big difference.

2 **MS. EMILY YOUNG:** Okay. So you think the committee did
3 effectively contribute to promoting system safety.

4 **MR. BRANDON RICHARDS:** Yeah, I do.

5 **MS. EMILY YOUNG:** Okay. And if we go to page 32, we'll see
6 that's where the section of the SMS that deals with targets and initiatives starts. And it
7 says that these targets were approved by the safety committee. Is that correct?

8 **MR. BRANDON RICHARDS:** Yes. If I remember right, they were
9 to -- because they're the best suited to identify their targets and initiatives and then
10 bring them forward for review by the committee to bring them into the SMS. So yes,
11 that's right.

12 **MS. EMILY YOUNG:** Can you explain what the goal of the targets
13 and initiatives aspect of the SMS was or is?

14 **MR. BRANDON RICHARDS:** Yeah. So you look at how you did in
15 your -- well, at the very beginning you can't look at how you did in your previous year,
16 so you sort of have to understand how you're operating. Then you look at the failure
17 points that you have. You might look at fatigue management. You might look at the
18 rule violations, like I said, communication -- safety comms out to people. And then you
19 look at it from the perspective of "how can I do better?" And you set those targets, and
20 then you make a plan about how you're going to meet those targets in the next year.
21 That's really the basis of how they work, because with the SMS, you have to have a
22 mindset that in your operation you're always going to improve and be better.

23 **MS. EMILY YOUNG:** And if we go to page 35, I think we can just
24 look at one example of a target and initiative. Can you scroll down to the bottom of the
25 page there? Perfect. That's awesome.

26 So we can see there's an initiative in this year, 2021, relating to
27 rules compliance observation for EROs, and that's operators. Do you see that?

28 **MR. BRANDON RICHARDS:** Yes, I do.

1 **MS. EMILY YOUNG:** And if we look at this box at the bottom of
2 page 35 and at the top of page 36, we can see that there's a plan for the initiative. And
3 what it looks like it amounts to is essentially observing operators to make sure they
4 comply with rules and processes, and there's supposed to be one compliance check per
5 quarter. Is that accurate?

6 **MR. BRANDON RICHARDS:** That looks like it, yeah.

7 **MS. EMILY YOUNG:** And I take it, Mr. Richards, that there's also a
8 responsible individual identified here. And the idea there is to promote accountability
9 and make sure that the initiative is followed through.

10 **MR. BRANDON RICHARDS:** Yes, that's correct. That's the
11 purpose behind the responsible individual, yeah.

12 **MS. EMILY YOUNG:** And are the rules referred to here, for which
13 compliance is being checked, the operating rules for the system?

14 **MR. BRANDON RICHARDS:** Well, the operating rules have many
15 rules within them, so in this situation it could be that they're communicating with a radio.
16 It could be that an ERO has their rulebook on them at all times. There's a wide variety
17 of rules that can be checked, so I don't see any one specific rule here, but more so just
18 to make sure that they're being compliant with the operating rules as they work.

19 **MS. EMILY YOUNG:** Okay. Thank you. And if we could go to
20 page 52, that will bring us within the second pillar, which is risk assessment. And it
21 says here that identifying and controlling risk is paramount to safety management. So
22 I'm hoping that you could just provide a brief summary of how you and your team would
23 have identified and controlled risks.

24 **MR. BRANDON RICHARDS:** I mean, depending on the situation,
25 you'd perform a risk assessment with the template that OC Transpo has. I'm sure you
26 probably have it, but from that risk assessment, if you aren't able to yourself, you would
27 consult with experts in whatever it is. I mean, if it's something to with bus fires, you'd
28 want to have an engineer take a look and determine how the risk is weighing out

1 throughout the risk assessment process. So you do the risk assessment process and
2 you demonstrate a thorough assessment in due diligence that you've take the risk, and
3 whether it's through -- I mean, the broad explanation would be design, procedures,
4 training. There's a few different elements that you can incorporate to make the risk
5 tolerable or acceptable. And then once you've determined that the risk is acceptable,
6 then you can proceed with incorporating those mitigations and allow for a safe operating
7 environment.

8 **MS. EMILY YOUNG:** Okay. And it says here, it looks like, that risk
9 assessments are to be performed when there's a change in operations. Is the idea
10 behind this that every aspect of operations will be assessed for risk before it's
11 implemented?

12 **MR. BRANDON RICHARDS:** It should be by the SMS. And the
13 premise behind that is, because you have a foundation which has been assessed to
14 have an appropriate amount of risk to operate -- because there is no such thing as no
15 risk -- and the premise here is that if you make a change, you need to ensure that
16 you've done your due diligence, that that change doesn't compromise the current risk
17 for the new risk.

18 **MS. EMILY YOUNG:** And I take it that when the system is
19 launched or when operating rules and procedures are first being put together, risks
20 would also be assessed at that point.

21 **MR. BRANDON RICHARDS:** Yes.

22 **MS. EMILY YOUNG:** Okay. And I think the third pillar, safety
23 assurance, I understand mostly involves monitoring, and I think that we discussed that
24 in some depth already by looking at the Line 1 oversight plan. So I think we can skip
25 over that, but if we go to page 65, I just want to hone in for a moment on the remedial
26 action aspect of the safety assurance pillar.

27 And I think it's fair to say that taking remedial steps within OC
28 Transpo would be fairly straightforward. You could change your own procedures. You

1 could require employees to implement corrective actions. But my question is, if you
2 identified a safety-related issue with respect to how RTM, for example, is doing things,
3 what remedial action could you take to respond to that?

4 **MR. BRANDON RICHARDS:** So that's the situation we spoke
5 about earlier as to the authority that my role had at OC Transpo. It came down to if
6 there was something that was concerning from a safety perspective, it was to cease the
7 activity. And if it wasn't something that compromised the safety of the system, it would
8 be the contractual path, which generally would come with financial penalty and wasn't a
9 very quick process. So when it came to remedial action, if there was a dispute, those
10 are the two paths that it would go when it came to dealing with the contractor or
11 subcontractor.

12 **MS. EMILY YOUNG:** And so if you needed to do something
13 quickly and urgently, you would be resorting to your shutdown power.

14 **MR. BRANDON RICHARDS:** That would be the only thing that I
15 could do. I mean, I will say that generally the contractor would be receptive if there was
16 a safety concern that needed to be addressed right away. I can't think of any safety
17 concern that happened that wasn't promptly looked after off the top of my head, but if it
18 came to other things -- something that might be not making them completely compliant
19 with regulation, or maybe it's the maintenance and rehabilitation plan -- because there
20 are maintenance activities that don't affect safety so much. Those types of things might
21 be a little bit harder to move faster.

22 **MS. EMILY YOUNG:** Okay. And in some cases it's not so urgent
23 and the time that it takes it acceptable, in effect. It doesn't create too much risk.

24 **MR. BRANDON RICHARDS:** Yeah. And if it creates risk, then
25 that's where I'd have to step in and meet with whichever stakeholders are required and
26 press the severity of it, which I would have to do on occasion. And generally, like I said,
27 it was always a collaborative approach, especially when it came to safety. Like I said, I
28 can't think of a time where safety was something that was sort of pushed off to the side.

1 I'm sorry. It's been quite a while now since I've been there in that
2 capacity. I don't have a lot of examples. But what I'm trying to say is that when it came
3 to safety incidents with remedial action, generally I could talk to Mr. Guerra or
4 somebody at the organization there, and we could work through it in a productive way
5 that ensured safety. But I note that there were outstanding issues that may not be
6 safety related which could drag on for quite a while, like, for remedial action. And I think
7 that was pretty evident as well through the RMCO's monitoring because you would see
8 things that would carry from year to year.

9 **MS. EMILY YOUNG:** Okay. And we can take this document down
10 now. Thank you very much. And that's helpful. And I was going to ask if you could
11 recall any examples of what you described as trying to press the contractor more on a
12 certain issue. But if you can't that's no problem and we can move on.

13 **MR. BRANDON RICHARDS:** The only one I can think of is the
14 SMS. That one dragged out for a while but I think we already talked about that.

15 **MS. EMILY YOUNG:** Okay. And so, Mr. Richards, do you recall
16 that in your formal interview you told Commission counsel, Ms. Mainville, that you
17 undertook efforts to strengthen OC Transpo's safety oversight and quality control
18 oversight when you were the chief safety officer?

19 **MR. BRANDON RICHARDS:** Absolutely. That was probably
20 arguable the main reason why I was there.

21 **MS. EMILY YOUNG:** Okay. And you also, I think, described
22 yourself as having a mandate from Mr. Manconi to reshape the role and make sure
23 safety culture was embedded at OC Transpo.

24 **MR. BRANDON RICHARDS:** Yeah. When I met Mr. Manconi
25 back in 2020 he made it clear that he wanted to further embed safety into the culture at
26 OC Transpo to continue to build upon it. He wanted me to be more assertive when it
27 came to dealing with issues, you know, when it came to, like, shutting the line down,
28 taking action, making sure that safety was first and foremost and, you know, stopping

1 when it needed to stop. That was -- he really pressed that that was something that he
2 wanted from me so I did my best to deliver on that.

3 **MS. EMILY YOUNG:** And am I right that part of that was creating
4 the regulatory and compliance quality control and assurance team? Or either creating it
5 or moving it within your oversight?

6 **MR. BRANDON RICHARDS:** So I'd say "creating" is probably a
7 better term. There was some regulatory work being done before. I mean, OC Transpo
8 was compliant with its obligations but I saw that there could be improvements where it
9 was brought under a separate organization from operations. And then I also felt like,
10 because at that point I think I'd been there for close to a year at that point at OC
11 Transpo. I had seen areas where it would really benefit safety to have regulatory in the
12 same branch working together. And it's like we said before, it sort of gives it that extra
13 oomph when it come to promoting and pushing something safety whether it be with a
14 contractor, or subcontractor or even within OC Transpo itself, you know.

15 If you have the two-pronged approach it's better than one so that
16 was one of the main forces behind it. And also as I said before, it through the PA gave
17 more strength too when it came to working with the subcontractor and contractors.

18 **MS. EMILY YOUNG:** Do you think that Mr. Manconi bought you in
19 with the mandate of further embedding safety into the culture of OC Transpo because
20 there was some aspect of that that was lacking?

21 **MR. BRANDON RICHARDS:** I mean, I can't really speak to what
22 was there before me. I've only see what was in the media as far as concerns that the
23 public might have. I mean, I know that there's room for improvement but I think that
24 that's pretty typical when you come into organizations. There's always areas that you
25 can improve with your own unique skill sets and whatnot. So I would probably put it
26 more like that . There's areas that could be improved and that's what we tried to do.

27 **MS. EMILY YOUNG:** And I think you said in your formal interview
28 that there was a need for more quality control and that the regulatory side needed more

1 attention and resources. Do you recall that?

2 **MR. BRANDON RICHARDS:** Yeah. I do recall that. And when I
3 came in to OC Transpo I believe it was in August. In my role there was an audit that
4 was done on the training and development group which wasn't related to rail, and that's
5 where I saw the need to start bringing more quality control into the organization because
6 training and development team at that time needed more quality control monitoring and
7 making sure that the programs were being delivered as they were supposed to, that,
8 you know -- a wide variety of things. And that was birthed from there. But then
9 obviously it provides benefit throughout the entire organization so that's why I pitched it
10 to Mr. Manconi that this would be a good direction that would further improve the safety
11 culture of our organization.

12 **MS. EMILY YOUNG:** And in terms of strengthening the quality
13 control, was there anything done to do that other than what we've already discussed,
14 namely the oversight plan?

15 **MR. BRANDON RICHARDS:** Like I said, there was -- I guess I
16 didn't think about that earlier, but now that you've jogged my memory, the team was
17 doing monitoring for training. It started on the bus side but then they started doing
18 monitoring on the rail side's training programs, monitoring the way the documents were
19 put together for files for trainees. And I think there was a lot of really big improvements
20 that happened there.

21 They were working with -- I think it was STV, to do that monitoring.
22 And then there was plans to branch out and go further into different areas. And there
23 was another individual in that group named John Grandine (phonetic) that was doing
24 the monitoring for the regulatory side of things. And they would be working closely with
25 RTM on ensuring that reportable incidents that occurred are being closed out, that RTM
26 is following through and making sure that it's closing out its -- I don't know if it was
27 called incident numbers or something along those lines. But those were some of the
28 more monitoring when it came to the quality side.

1 **MS. EMILY YOUNG:** And what do you mean by “reportable
2 incident”?

3 **MR. BRANDON RICHARDS:** It could be TSB and there could be
4 recommendations. It could be that there was a TSB reportable and it didn’t necessarily
5 have communication from the TSB but after review it might be that we need to have
6 more emphasis on training. We need to have more emphasis on this. And then he
7 would follow up with RTM saying, you know, can you please show me where you've
8 done this in the past month?

9 It could be TSSA reportable. It could be environmental spills. It
10 could be different types of regulatory reportable incidents. And then from OC Transpo’s
11 perspective being the party that is obligated for regulation is making sure that its
12 contractors are being compliant operating on their property.

13 **MS. EMILY YOUNG:** And were there also steps taken to strength
14 quality control of maintenance in addition to reportable incidents and what you've just
15 spoken about?

16 **MR. BRANDON RICHARDS:** From this team, no. That was more
17 to be done from the rail operations team. I forget the name of what you had up earlier.
18 But you know what I'm talking about -- the train ---

19 **MS. EMILY YOUNG:** Train system?

20 **MR. BRANDON RICHARDS:** --- systems? Yeah, they were to
21 ensure the quality of the maintenance activity that was done there.

22 **MS. EMILY YOUNG:** Do you recall when you came into the job
23 that --- were there efforts to strengthen their oversight of maintenance at the time?

24 **MR. BRANDON RICHARDS:** Not that I know of, no.

25 **MS. EMILY YOUNG:** Okay. But we have also at the same time
26 seen that the 2022 oversight plan was, as you called it, more robust than the previous.
27 And I take it, was that in respect of both regulatory and compliance and also
28 maintenance practices as well?

1 **MR. BRANDON RICHARDS:** I believe so. That's my
2 understanding.

3 **MS. EMILY YOUNG:** Okay. And let me know if you recall giving
4 this evidence as well, Mr. Richards. But I believe in your formal interview you shared a
5 view that there was a need for increased maintenance, increased quality control by
6 Alstom, increased oversight of Alstom by RTM, and increased oversight of RTM by the
7 City which we have discussed to some extent already. Do you recall giving that
8 evidence?

9 **MR. BRANDON RICHARDS:** Yes, I agree.

10 **MS. EMILY YOUNG:** And you also said in your formal interview
11 that you had raised a concern about the quality of maintenance by RTM and Alstom at
12 least once before the derailments. But I think you had had difficulty remembering
13 exactly when that was.

14 **MR. BRANDON RICHARDS:** I don't remember exactly when that
15 was. I believe there was a letter sent out from the legal team, Singleton, I think they
16 were called. They went through them. I think Troy and I issued the letter. It had to do
17 with ---

18 **MS. EMILY YOUNG:** Well, Mr. Richards, I'll just jump in there
19 because I have a couple of documents that ---

20 **MR. BRANDON RICHARDS:** Okay.

21 **MS. EMILY YOUNG:** --- I'll show you. And I think that might help
22 jog your memory.

23 **MR. BRANDON RICHARDS:** Okay.

24 **MS. EMILY YOUNG:** And you can let me know if you're still
25 unsure.

26 So if we could go to STV002333.

27 **--- EXHIBIT No. 278:**

28 STV0002333 – WhatsApp Chat Log 5 July 2020 to 30

1 September 2020

2 **MS. EMILY YOUNG:** And you'll see when these come up that
3 these are WhatsApp messages that you exchanged with Scott Krieger, a consultant at
4 STV who I understand was supporting OC Transpo.

5 **MR. BRANDON RICHARDS:** Okay.

6 **MS. EMILY YOUNG:** And just the doc may be -- there we go. The
7 Court Operator is pulling it up. That's perfect.

8 And if we could scroll down to page 3 towards the bottom of the
9 page. I want to look at Message 26 and what followed. Okay. that's perfect.

10 So Mr. Richards, if we take a look at Message 26 and the
11 subsequent messages, I think what you'll see is that the messages are about Alstom's
12 failure to torque a bolt properly in September 2020, which was about a year before the
13 second derailment. Do you recall that occurring?

14 **MR. BRANDON RICHARDS:** Yeah, that's ringing a bell, I think.
15 Yeah, I mean, that's making sense, yeah.

16 **MS. EMILY YOUNG:** And if we scroll down to the top of page 4,
17 we can see that you've described it a couple of times of a QC failure. And I take that to
18 mean a quality control failure?

19 **MR. BRANDON RICHARDS:** Quality assurance, quality control,
20 yes.

21 **MS. EMILY YOUNG:** And in that context, you said -- sorry. Oh, it's
22 message 38 that I just want to look at next.

23 You said that you were not expecting much from them, as per
24 usual. And I was hoping that you could explain what you meant by that at the time.

25 **MR. BRANDON RICHARDS:** I think that September -- you said
26 September of 2020, and the cracked wheels were in July of 2020, I believe. I think it's
27 July.

28 **MS. EMILY YOUNG:** I think that's right. They were discovered in

1 early July, 2020.

2 **MR. BRANDON RICHARDS:** It was -- there was just -- there was
3 a lot of frustration at that time. There was a lot of commitments and there was a lot of
4 failed deadlines that just didn't happen. That's more of where that's coming from. It's
5 just, the expectation was dropping.

6 **MS. EMILY YOUNG:** And we can take the document down now.
7 Thank you very much.

8 Do you recall what you would have done in response to that bolt
9 torqueing issue, which I take it is a safety issue, and perhaps a very serious one at that?

10 **MR. BRANDON RICHARDS:** If I remember right, we would have
11 demanded a full fleet inspection for all bolts. Sorry, let me back up. We would have to
12 check with Alstom to ensure that that's a safety-critical component, because not all bolts
13 would be considered safety critical.

14 If they verified it was, which I believe this one was because it's on
15 the wheel, then they would have to do a full fleet inspection before a vehicle would be
16 allowed to enter into service. And if I remember right, that's what would have
17 happened, and there may have even been subsequent inspections after that until the
18 confidence was in that it wouldn't happen again.

19 **MS. EMILY YOUNG:** And can you just explain for us what makes
20 something safety critical or not on a vehicle?

21 **MR. BRANDON RICHARDS:** That would be a little bit beyond me.
22 That's fairly specialized. If you had consulted with some of the engineers, they might be
23 a little bit more -- when it comes to a vehicle, and particularly Alstom vehicle, it would be
24 very specific. Like, there would be a lot, but that wouldn't be for me to say. I would
25 need to rely on them to tell me which ones are and not.

26 **MS. EMILY YOUNG:** Perfect. So you would be relying on their
27 engineers' statements as to whether that bolt was safety critical?

28 **MR. BRANDON RICHARDS:** Correct.

1 **MS. EMILY YOUNG:** And do you recall whether there was any
2 kind of retraining or revision of procedures done in response to this bolt torquing
3 issue?

4 **MR. BRANDON RICHARDS:** I do know that the -- I think there
5 was a presentation they put together about the steps they were taking, whether that was
6 to have more oversight of their staff or if it was to do some retraining. I can't recall what
7 they did back then, but they would have had some commitment to ensure that through
8 their operation, that it would be mitigated.

9 **MS. EMILY YOUNG:** And do you recall whether their plan to
10 mitigate that issue resolved your concerns and satisfied you that it wouldn't occur again,
11 going forward?

12 **MR. BRANDON RICHARDS:** Yeah. My timeline's off. I'm not sure
13 if a different incident happened again later on. And I mean, the derailment was a similar
14 situation where a bolt wasn't tightened. So I mean, there's that one too.

15 So the concern wasn't there, because with that particular bolt, there
16 was a process in place, and then at a holistic level, through the monitoring of a
17 maintenance and rehab plan through the operations team, you know, things wouldn't
18 have raised any alarms elsewhere within their operation, and then they would have
19 verified that their quality control was substantial to operate safely.

20 **MS. EMILY YOUNG:** Okay. And so I take it that given those -- the
21 mitigations and those measures you've just described, at that point, you did not have
22 concerns significant enough to justify shutting down the line or holding back on the
23 trains?

24 **MR. BRANDON RICHARDS:** No. I wouldn't, at that point. And
25 obviously, too, I'd -- maybe I'd like to add too that when it came to those decisions too,
26 like, if it came to making a decision to shut the line down or not, or if a mitigation was
27 substantial enough or not, I would also be consulting with other industry experts such as
28 Mr. Berrada, such as with STV, who they have -- I mean, for this instance, it wouldn't

1 have been the key individual, but we had meteorologists to help through the cracked
2 wheel situation that would guide and provide input as to how we could proceed safely,
3 whether the mitigations were substantial enough or not. So I just want to maybe add
4 that it wasn't just me saying, you know, it's a no-go. I was the person who had to make
5 the decision, but I would have had a lot of input from people that were -- who were also
6 very well informed to help.

7 **MS. EMILY YOUNG:** So you were relying on technical experts?

8 **MR. BRANDON RICHARDS:** For some things. I mean, like you
9 saw, my background is in signals and communications. I've got background in other
10 areas of the rail industry. But when it comes down to specifics of how metal breaks
11 down, that's not necessarily my field of expertise.

12 **MS. EMILY YOUNG:** Fair enough. It's certainly not mine either.
13 Could we go to another document? It's COM1888?

14 **--- EXHIBIT No. 279:**

15 COM0001888 – Application Record – City of Ottawa and
16 RTG et al. (pg. 416-418, 421-423)

17 **MS. EMILY YOUNG:** And I'll take you to page 416 of this
18 document, when it comes up. And you'll see that it's a letter. And maybe it's the one
19 you're referring to; I'm not sure. But it's a letter that was from you and Duane Duquette.
20 And it's addressed to Nicholas Truchon, so page 416, when it's ready.

21 And we can see that the letter is dated August 6th, 2021. So it's
22 approximately a year after those WhatsApp messages that we looked at. And it's also
23 sent two days before the August 2021 derailment. And do you recognize this letter, Mr.
24 Richards?

25 **MR. BRANDON RICHARDS:** Yes, I do remember this letter. I do.

26 **MS. EMILY YOUNG:** And so I wanted to just take you to page 417
27 at the top of the page. So here, the City states that not only is it concerned about the
28 wheels cracking and the replacement plan that you were referring to earlier, the City

1 states it's concerned about numerous alleged instances of unsatisfactory workmanship.

2 And I see two examples there. One was of torque seal cracks on a
3 retrofitted wheel, and the other was a failure to torque a wheel on a bogie, which strikes
4 me as similar to the incident discussed over WhatsApp may be the same, but I don't
5 have the expertise to know whether that's true or not. Do you see that there?

6 **MR. BRANDON RICHARDS:** I believe it is, yeah. Yeah, I believe
7 the second one you referred to is referring to the one previous, which would have been,
8 like you said, the year before.

9 And the torque seal cracks missing, I recall that, if I recall right, the
10 torque seal cracks were missing, but I don't know that they actually had improper torque
11 values. I can't remember that. But yeah, I believe what you're saying is correct, that it
12 was the one from the previous text messages.

13 **MS. EMILY YOUNG:** Okay. And I think it's fair to characterize this
14 letter as an example of you raising concerns to RTG about the quality of maintenance;
15 is that fair?

16 **MR. BRANDON RICHARDS:** Yes.

17 **MS. EMILY YOUNG:** And if we go to page 418, towards the
18 bottom half of the page where we can see some bullet points -- perfect. The second
19 bullet there states that the City required verification that the City's concerns regarding
20 quality of work had been addressed and resolved.

21 Do you recall what type of verification you were looking for in
22 response to that?

23 **MR. BRANDON RICHARDS:** I can't remember if that was to
24 update their quality management plan or if it was the specific process, because I think
25 this had to -- honestly, I'm not sure I can even -- I can't even fathom. I can't remember.

26 **MS. EMILY YOUNG:** Okay. And I think, to be fair, in practice, the
27 August 2021 derailment occurred two days later, and that probably took the focus away
28 from these issues, at least temporarily.

1 **MR. BRANDON RICHARDS:** Yeah. Well, I mean, as you can see,
2 there was a few different times that I'm -- may well confusing which one's which, so
3 that's why I'm not sure.

4 **MS. EMILY YOUNG:** And again, I would ask at this point, I take it
5 that your concerns were not significant enough to justify shutting down the line?

6 **MR. BRANDON RICHARDS:** No. Torque marks being not as
7 serious, the torque marks are indicating that the torque is still on the bolt and that it's
8 tight. If it's missing, you don't know definitively by doing a visual check, so you have to
9 actually tighten the bolt. So though it's a concern, and once it's checked, if it's verified,
10 you just reapply the torque marks. But it is something that shouldn't happen and
11 something that if it was gone, maintenance activity would have likely caught it and
12 reapplied torque mark value without it being something that was caught in this capacity.
13 So I think at the time I felt that, in conjunction with what we'd had before, it warranted a
14 written communication to the contractor that this is something that needs to be taken
15 more seriously, now back the whole risk-based approach that we talked about before.
16 And if I remember right, this letter took a while to draft and get out, so I think that though
17 it went to two days before the derailment, I think it was drafted a while before that. But I
18 can't remember the delays on it, but it was before.

19 **MS. EMILY YOUNG:** Okay. And we can take this document down
20 now, thank you.

21 **COMMISSIONER HOURIGAN:** All right, Counsel, we're going to
22 take the afternoon break.

23 **MS. EMILY YOUNG:** Okay, thank you, Mr. Commissioner.

24 **THE REGISTRAR:** All rise. The Commission will recess for 15
25 minutes.

26 --- Upon recessing at 3:29 p.m.

27 --- Upon resuming at 3:46 p.m.

28 **--- MR. BRANDON RICHARDS, Resumed:**

1 **--- EXAMINATION IN-CHIEF BY MS. EMILY YOUNG(cont'd):**

2 **MS. EMILY YOUNG:** Okay. So Mr. Richards, we were just looking
3 at a coupled of instances where you had identified quality issues with RTM and Alstom's
4 maintenance. And what I wanted to ask is, given that there were, you know, more than
5 one of these issues, was there any consideration of taking additional steps or stronger
6 steps to try and improve oversight at the time or enforce compliance with maintenance
7 and safety obligations?

8 **MR. BRANDON RICHARDS:** I'm trying to think of specifics. There
9 definitely would have been work between the different stakeholders to ensure that more
10 was done because the previous state wasn't sufficient. This is where, you know, we
11 worked with STV, at the time, and we would have had to work with RTM as it's their
12 responsibility, with Alstom being their contractor, to do the oversight. So I think, at the
13 time, they had committed to having more staff overseeing the activity. I think Alstom
14 also made that commitment. So there definitely was things that were done. I -- there
15 was presentations put together back then as to the steps that would be taken that the
16 line could continue to safely operate at that point. So I think, with all of that -- and I
17 mean I'm sorry I can't give you the specifics of it in place -- I felt that the line was still
18 safe to operate.

19 **MS. EMILY YOUNG:** Okay. And those presentations that you're
20 recalling, and meeting with RTM and possibly Alstom, that was all happening before the
21 derailments; is that right?

22 **MR. BRANDON RICHARDS:** Oh, yeah. Yeah, absolutely. When
23 the cracked wheels happened, that -- from -- I feel like that from that point, it was a very
24 regular occurrence, meeting with status updates, what's going on. The TSB, at that
25 point, was involved, too, so we would even have meetings with the TSB and collaborate
26 as to -- you know, what they found, they would share with us. Like, they was a lot of
27 work into it and communication and collaboration between the stakeholders.

28 **MS. EMILY YOUNG:** Okay. And why don't we just talk about the

1 cracked wheels very briefly because this issue was obviously also a safety concern.
2 And so you've alluded to the TSB's involvement already, but I understand that after you
3 were notified that Alstom identified a crack in one of the LRV wheels and sent you a
4 safety note, you would have notified the TSB of that occurrence?

5 **MR. BRANDON RICHARDS:** That's correct. Yes, we would have
6 notified them, yeah.

7 **MS. EMILY YOUNG:** And it sounds like you would agree that the
8 TSB was closely involved in the measures that were taken to respond to the cracked-
9 wheels issue?

10 **MR. BRANDON RICHARDS:** Absolutely, yes.

11 **MS. EMILY YOUNG:** And OC Transpo, RTM, Alstom were all
12 keeping TSB informed and, I think, also following their recommendations?

13 **MR. BRANDON RICHARDS:** Yes. And the way that it was
14 structured is that I would be the primary contact with the TSB, so anything from Alstom -
15 - they did speak to Alstom on occasion as well. It was a bit of a -- albeit it was a bit of
16 unique situation because this is not something the TSB had run into before with a joint-
17 venture operation with a P3.

18 So normally, just to try and put it into context, if there was an
19 incident with Canadian Pacific Railway, and it was to do with a specific type of
20 equipment, they may deal directly with the manufacturer and not so much the railway
21 company, so we worked through how that relationship was going to work in this
22 situation because it was Alstom vehicle. So the TSB did communicate directly with
23 Alstom on occasion, and then, mostly, the correspondence would have been through
24 me representing OC Transpo for safety actions taken for mitigations to ensure safe
25 operation.

26 **MS. EMILY YOUNG:** And would you say that the structure of the
27 project as a P3 was an obstacle in this circumstance to getting the TSB's
28 recommendations across, or were you able to work through that?

1 **MR. BRANDON RICHARDS:** I think there was a learning curve at
2 the start because, for everybody, it was a new experience with a federal regulator -- not
3 regulator but federal entity like the TSB in a situation like this because they, to my
4 knowledge, don't have jurisdiction on any other LRTs in Canada. So that being said,
5 Alstom, to my knowledge, would have had exposure with working with them or
6 understand the powers that they had. And then even with the City, I mean there was
7 some instances in the past before I was there where they'd work with the TSB, but it
8 was a unique situation. So I'd say it was more of a learning curve on how to effectively
9 work through that than it was a hinderance due to the P3 arrangement.

10 **MS. EMILY YOUNG:** Okay. So ultimately, you managed to work
11 through it?

12 **MR. BRANDON RICHARDS:** Yeah. Like, I guess -- I don't want to
13 jump too far ahead, but moving into the next -- the first derailment -- it was a much more
14 seamless operation where there was an understanding of what the TSB's role, the
15 powers they had, how they operated, and it was little bit more smooth than it was the
16 first time.

17 **MS. EMILY YOUNG:** Okay. And I understand that initially, after
18 the cracked wheels were identified, there was agreement with Alstom that the mitigation
19 plan of inspecting the wheels before vehicles were put into service, pending the
20 completion of the wheel-replacement program, was sufficient; is that right?

21 **MR. BRANDON RICHARDS:** That's right. At the time, this is
22 where STV had brought in their meteorologist to analyze the propagation to the crack to
23 determine the root-cause of it in conjunction with Alstom's professionals as well. So
24 Alstom pitched what the root cause was, the mitigation, why the mitigation was
25 appropriate using a risk assessment to determine a tolerable risk to resume operations,
26 and the criteria was very clearly defined. And then with the support from the specialist
27 at STV, we determined that the mitigation at the time was appropriate and able to put
28 the service back in.

1 **MS. EMILY YOUNG:** And I think you're sort of hinting at this with
2 your reference to "at the time", but I understand that eventually the City actually took a
3 different position on that; is that right?

4 **MR. BRANDON RICHARDS:** That's correct.

5 **MS. EMILY YOUNG:** And I think we could go back to COM1888
6 and just a look at the letter there that I think will make that clear. And once it's loaded, if
7 we could go to page 421. And I -- you'll see, Mr. Richards, that's a letter from yourself
8 and Mr. Troy Charter to Nicholas Truchon, and it's dated December 22nd, 2021. So in
9 this letter, you explain that the City has decided to allow vehicles into service only once
10 the wheel replacement program has been completed for those wheels. Is that right?

11 **MR. BRANDON RICHARDS:** That's correct.

12 **MS. EMILY YOUNG:** And on page 422, we can also see that the
13 letter is referring systemic issues being noted following the September derailment and
14 an apparent lack of oversight by RTG and inadequate staffing levels.

15 **MR. BRANDON RICHARDS:** Yeah, I see that.

16 **MS. EMILY YOUNG:** You see that? Okay. And at the bottom of
17 page 422, it says that:

18 "The chief safety officer...." (As read)

19 And that would of course have been you.

20 "...has determined that the previously agreed upon
21 inspection of the wheels is no longer an acceptable
22 risk." (As read)

23 Can you explain why you made that decision at the time?

24 **MR. BRANDON RICHARDS:** Sure. I'm going to try and explain it
25 as best I can and succinctly as I can, but the factors that went into was -- as you know,
26 the first derailment was a failure of a component on the vehicle, which can't -- I don't
27 even know what the root cause of that one is still, but it wasn't, from my knowledge, a
28 quality failure. The September derailment was a quality failure where there was a clear

1 human factor element that resulted in the critical failure of the train ultimately derailling.
2 And I wish I had more time to review through it, but what I remember of it was the
3 confidence level that I had in TRA -- because this decision -- I have it on here in writing.
4 This was in consultation with TRA as well, and they were in agreement that this was the
5 right move. And the decision was mostly based on the concerns for the quality of work
6 and staffing levels, which sort of go hand in hand, that Alstom and RTM were exhibiting
7 at the time.

8 There were other failures. I believe they would have been
9 documented through the process when the line was shut down. And myself and TRA,
10 we felt that the stress that was already on the maintenance team -- the contractor and
11 subcontractor -- was too great to have another element of unnecessary risk in the mix.
12 And at this time, it didn't present any, really, disruption as far as it came to operational
13 delivery either, so it seemed like a very easy decision that there's no need to put these
14 back into service anymore. And neither is the risk something that we should accept,
15 because though the mitigation was previously agreed on, the environment and
16 landscape has changed and now we have had a derailment that had a quality failure
17 that was quite substantial. And through the time when the vehicles were shut down and
18 they went through, they called it, the safety critical checks, they found other quality
19 failures on the vehicles. So we wanted to really make sure that they were pinpoint
20 focused on the objective at hand, and this was an element that didn't need to be in the
21 mix.

22 **MS. EMILY YOUNG:** We can take the document down.

23 **MR. BRANDON RICHARDS:** Does that answer it for you?

24 **MS. EMILY YOUNG:** Yes. Thank you. And just to follow up on a
25 couple of those points, it sounds like what you're saying is that the position changed as
26 a result of new quality issues that were uncovered. And that led you to -- I think you
27 sort of said two things -- one, doubt whether the maintainer is actually properly
28 performing the mitigation for the cracked wheels. Is that accurate?

1 **MR. BRANDON RICHARDS:** Yeah, I don't know if I'd say it quite
2 like that, but there's only a certain limited amount of resources and there's an abundant
3 amount of work that needs to be done. And at this point, stretching those resources thin
4 was a risk that just wasn't necessary, and it wasn't something that, as the operator of
5 the railroad, we could accept.

6 **MS. EMILY YOUNG:** And so by requiring that vehicles that didn't
7 have replaced wheels yet not go into service -- is the upshot of that that the inspections
8 that would have been required for those vehicles are no longer required and therefore
9 there's less burden ---

10 **MR. BRANDON RICHARDS:** Exactly.

11 **MS. EMILY YOUNG:** --- on the maintainer in that sense?

12 **MR. BRANDON RICHARDS:** Yeah, exactly. So they wouldn't
13 have to do the inspections anymore. And there was not very many vehicles left at the
14 time. I thought there was about seven or eight, and it was just a matter of park it until
15 you're able to get to it. You have enough vehicles to deliver service. At that point we
16 were running a fairly thin service to begin with, and there was a significant amount of
17 work to be done from Alstom at that time. And the burden of this additional check
18 wasn't a risk that we should have taken on, so I decided we need to just stop this, and
19 in conjunction with the fact that the TSB also, in their RSA, said that we need to
20 expedite the replacement of the resilient wheels.

21 **MS. EMILY YOUNG:** Right. And there had been several delays in
22 getting that done.

23 **MR. BRANDON RICHARDS:** Several delays. I don't even know if
24 they're replaced to this date.

25 **MS. EMILY YOUNG:** I think we might have heard evidence earlier
26 today that they have been, but it's not really material to our case.

27 So this, it's fair to say, is an example of you using one of the tools
28 that was available to you as chief safety officer. That is saying, "There are certain

1 vehicles that I will not allow on the line”; is that right?

2 **MR. BRANDON RICHARDS:** Yeah. I didn’t have the confidence
3 level and that’s why I made the decision.

4 **MS. EMILY YOUNG:** And would it be fair to say that that decision
5 would have also put pressure on RTG to speed up the wheel replacement program?

6 **MR. BRANDON RICHARDS:** Yeah, I would say so.

7 **MS. EMILY YOUNG:** And if they can’t use certain vehicles, they
8 might not have as many vehicles available to them, and in turn it might be harder to
9 meet service levels, although you have recognized that they were reduced at the time.

10 **MR. BRANDON RICHARDS:** Yeah. And I can appreciate it puts
11 extra stress on the vehicles because you’re using less vehicles more often. I
12 understand there were challenges and we did talk about that, but when it came to
13 safety, I just thought I wasn’t compromising.

14 **MS. EMILY YOUNG:** And was there also an element of a
15 commercial aspect to that decision as well because there was a recognition it would put
16 pressure on RTG to speed up a wheel replacement?

17 **MR. BRANDON RICHARDS:** For me, commercial was not on my
18 radar whatsoever. For me, it was just about the environment of the quality concerns
19 that we had, coupled with the quality concerns we had in the past. And it really seemed
20 like a trending occurrence at that point, so for me, commercial was not a factor in my
21 decision. For me, it was just full stop we’re not going to do this anymore.

22 **MS. EMILY YOUNG:** Okay. And for our last topic, if we could turn
23 to the August and September 2021 derailments and the return to service following them.

24 So I understand from your formal interview that shortly after each
25 derailment, you did three things. First, you went to the site of the derailment. Second,
26 you notified the TSB of the occurrence. And then third, you also made the decision to
27 shut down the system. And I understand that you would have made that decision in
28 agreement with Mr. Manconi. Is that accurate?

1 **MR. BRANDON RICHARDS:** Yeah, that's correct. I mean, I'd also
2 add that I would meet the TSB on site as well.

3 **MS. EMILY YOUNG:** Okay. And those two occasions -- so
4 following the August and September derailments -- they were the only times that you
5 fully shut down service when you were in the chief safety role; is that correct?

6 **MR. BRANDON RICHARDS:** Yeah, I believe so.

7 **MS. EMILY YOUNG:** And the decision to restart service and when
8 to do it -- was that a decision that was yours to make?

9 **MR. BRANDON RICHARDS:** In conjunction with Mr. Manconi,
10 yeah. It would have been both of our decisions to do it. And at the end of the day, it
11 was with a broader team as well, but the responsibility lied with us.

12 **MS. EMILY YOUNG:** And would the City manager be the one who
13 would formally make that decision?

14 **MR. BRANDON RICHARDS:** Yeah. We would have to
15 communicate, obviously, with Mr. Kanellakos. We would have notified Mr. Kanellakos,
16 and I believe, if I remember right, he would have communicated to council the restart of
17 the line.

18 **MS. EMILY YOUNG:** Okay. Perfect. And I want to discuss the
19 steps that were taken to make sure the system could safely resume service after the
20 shutdowns.

21 I understand that there were investigations by the TSB, and also by
22 RTM and Alstom, following each derailment. Is that right?

23 **MR. BRANDON RICHARDS:** Yes, that's correct.

24 **MS. EMILY YOUNG:** And would the City have also been
25 conducting its own investigations? As we saw earlier, the City had an obligation to do
26 that.

27 **MR. BRANDON RICHARDS:** Yeah, we would have participated.
28 And as I said, depending on the situation, we would have called in industry experts, who

1 would have had a specialty in that area. So with the bearing issue -- I'm trying to think
2 of who came in. I think it was someone from STV as well for the bearing issue. And
3 then it was sort of like a double-check from what Alstom is telling us with their
4 investigations to make sure that we're doing our due diligence as well.

5 **MS. EMILY YOUNG:** And I think you already mentioned this, but
6 Transportation Resource Associates Inc., or TRA, was also retained by the City to
7 independently assess the Confederation Line safe return to service.

8 **MR. BRANDON RICHARDS:** Yeah. That was for September. I
9 thought we were talking about the August derailment now.

10 **MS. EMILY YOUNG:** Oh, yeah. Sorry. I was trying to be efficient
11 and trying to group together ---

12 **MR. BRANDON RICHARDS:** I like being efficient. It's okay.

13 **MS. EMILY YOUNG:** Yeah, I deal with both where possible.

14 And so just to go back over that then to make sure we're covering
15 both. TSB, RTM/Alstom, the City are all conducting investigations after each
16 derailment.

17 **MR. BRANDON RICHARDS:** Yeah. So I guess to categorize it
18 maybe the way that it really came to fruition, there was regular updates. We'd meet with
19 Alstom, RTG, RTM, and then we'd have -- for August we would have had STV giving us
20 support. For September it would have been TRA. Alstom would generally do a lot of
21 work in the background as it's their vehicle. They have, you know, the expertise. This
22 is all happening in parallel with what the TSB is doing. So nobody is really stepping on
23 each other's toes here.

24 And generally what would happen is with the information we'd
25 have, theories would form and then Alstom would come forward with the theory as to
26 what's going on with the vehicle and then it would be more of a collaborative discussion
27 between our experts and theirs and then coming up with -- you know, Alstom would
28 come up with the mitigations and we'd talk about if it's something that's sufficient to

1 move forward.

2 **MS. EMILY YOUNG:** And can you explain why the City decided to
3 retain TRA after the September derailment?

4 **MR. BRANDON RICHARDS:** There was a motion at Council. I
5 believe it was Councillor Hubley put forward about having an independent party come in
6 and assess the -- I don't remember the exact words. But it had to do with the safe
7 return to service. And at that point they were retained for that purpose. And I think they
8 were extended for other means as well, like monitoring activities. So I believe that's the
9 primary reason and then by extension that turned into something else.

10 **MS. EMILY YOUNG:** Was there a view that OC Transpo didn't
11 have sufficient expertise or resources allocated to assessing safety in-house?

12 **MR. BRANDON RICHARDS:** Well, I think that was a part of what
13 TRA was going to do. That was a part of what the assessment was, was not just to
14 assess RTM and Alstom, but also to take a look at the structure that OC Transpo had to
15 assess the oversight plan because they have a lot of experience. As you know, in the
16 States there's a lot more presence with LRTs and light rail systems so they had a broad
17 knowledge base to, you know, look at our monitoring programs and see if it's something
18 that was appropriate and make suggestions and recommendations. So their purpose
19 was to also look at the structure of OC Transpo to determine, just like you're asking if
20 the oversight was adequate, and you know, figure out where the failures were.

21 **MS. EMILY YOUNG:** And do you recall what the results of their
22 assessment of OC Transpo were?

23 **MR. BRANDON RICHARDS:** It was just starting at the time when I
24 left.

25 **MS. EMILY YOUNG:** Okay. If we could go to Document TRA4, I
26 think this will help us go through some of the more specific steps that were taken in the
27 return to service. And what this is is a presentation that was made by TRA on
28 November 5th, 2021. Can you see that?

1 **MR. BRANDON RICHARDS:** I can, yeah.

2 **MS. EMILY YOUNG:** Are you familiar with this presentation?

3 **MR. BRANDON RICHARDS:** Yes, I remember this presentation.

4 **MS. EMILY YOUNG:** Okay. So if we go to what I believe is page 5
5 of the document; yeah, that's right. We can see what TRA's mandate was and as you
6 mentioned, it included evaluating adequacy of the investigations and root cause
7 analysis of both derailments, assessing the corrective action plans proposed, and then
8 observing and evaluating the implementation of those corrective action plans.

9 **MR. BRANDON RICHARDS:** Yeah, I can see that.

10 **MS. EMILY YOUNG:** Okay. So it sounds like they were providing
11 assurance that an eventual return to service would be safe and that safety would be
12 sustained over time.

13 **MR. BRANDON RICHARDS:** That's correct, yeah.

14 **MS. EMILY YOUNG:** And because you were the Chief Safety
15 Officer at the time, part of their role was to provide that assurance to you?

16 **MR. BRANDON RICHARDS:** I would say that it was more to
17 provide the assurance to the City Manager as the accountable executive. I worked very
18 closely with them throughout this, you know, when it comes to the short term and long
19 term. I know that that's -- I guess I didn't speak perfectly accurately before. That's part
20 of the reason I think why they're still there is to monitor the long term corrective actions.
21 But I believe it was more to give the accountable executive, Mr. Kanellakos, the
22 confidence that the Line was safe to resume service.

23 **MS. EMILY YOUNG:** Okay. And could we go to page 9, please?

24 This schematic here actually quite well reflects what you've just
25 said. So it looks like both you and Ms. Amilcar at the time, and TRA separately needed
26 to approve a return to service before the City Manager were to sign to reopen the
27 system.

28 **MR. BRANDON RICHARDS:** Correct. Yeah. And I

1 communicated separately from TRA, I believe, before this briefing that I felt that he
2 steps were in place and that there was an adequate approach to the return to safe
3 service plan that we were good to go back into service.

4 **MS. EMILY YOUNG:** Okay. And could we now go to page 11,
5 please? Okay. That is -- one up, if you don't mind. That's it, thank you.

6 So here we have the TRA summarizing the August derailment and
7 we've talked a little bit about this. I think you've already mentioned that a bearing failed
8 and that was the cause although not the root cause. And there was a mitigating put in
9 place and I believe that it remains in place to date in response. And TRA doesn't
10 describe it here but it involved inspecting the relevant bearings, I believe, every 7500
11 kilometres. Do you recall that?

12 **MR. BRANDON RICHARDS:** I do recall that, yeah. It was a
13 prybar check to see the play at the mirror.

14 **MS. EMILY YOUNG:** Okay. And the City had actually accepted
15 that mitigation in August before the system returned to service on August 14th, correct?

16 **MR. BRANDON RICHARDS:** Correct.

17 **MS. EMILY YOUNG:** And at that time what had given you the
18 comfort that you needed that the mitigation was sufficient to ensure system safety?

19 **MR. BRANDON RICHARDS:** So at that time I remember the TSB
20 was involved and they were doing teardowns of the bearing assembly. And I think this -
21 - I don't want to speak out of turn, but I think STV was involved. We had a consultant
22 that was providing some support to us on the bearing and then its failure and sort of the
23 elements that contributed to it. And then also to observe the adequacy of what Alstom
24 was proposing when it came to the pry check and why it would suffice to allow the
25 vehicle to operate and return to service with that check in place.

26 There was a consensus amongst the different groups that this
27 would be an acceptable method of returning to service. I believe it was also based off
28 of industry experience from Alstom where they had a similar vehicle in France, I think it

1 was, that had less -- more time between inspections. And anyway, what it meant was
2 that there was a vehicle in France that had less stringent requirements that was
3 operating safely. And we were putting in a more aggressive maintenance regimen to
4 allow the vehicle to go back into service safely.

5 So that in conjunction with the team at Alstom with their safety note
6 and their verification that it was good to go back into service, and then our own
7 independent experts when it came to assessing the bearing's integrity with this
8 inspection, that's how we were able to -- Alstom was able to do a risk assessment to
9 determine that the mitigation was sufficient to have an acceptable level of risk to go
10 back into service.

11 I'm sorry. That was a very longwinded answer.

12 **MS. EMILY YOUNG:** It was thorough. Don't worry about it.

13 Could we go to page 21 now, please? And so we see the slides,
14 the summary of the September derailment. And I think you've already mentioned this.
15 We don't need to go back over it. The cause is not controversial. Human factors -- the
16 bolts on a vehicle on the bogie gearbox were not properly torqued. And we can see on
17 here that TRA reported that process, quality assurance, safety management, and
18 organizational issues all contributed to the failure.

19 Do you see that?

20 **MR. BRANDON RICHARDS:** Yes, I see that.

21 **MS. EMILY YOUNG:** And the fourth bullet on this slide identifies
22 three solutions to this problem or at least that's how I read it. The first one is "Revisions
23 to maintenance practices and procedures." And I wanted to ask you how you satisfied
24 yourself that the revisions that were made to RTM and Alstom's practices and
25 procedures were sufficient from a safety perspective.

26 **MR. BRANDON RICHARDS:** We had -- I'm going to try and
27 remember that. We had -- there was a proposal from Alstom and RTG for the structure
28 of how they were going to perform the maintenance, oversee the maintenance, and this

1 sort of ties into the supplement QAQC stuff. They had identified a different structure of
2 resources, training, different methodologies as to how they did some of the
3 maintenance practices and procedures on the vehicles. Off the top of my head, I think
4 the torque marks was one of the things that they were doing; i

5 t was to replace it after a certain period of time. There was just a --
6 there was a lot of work that had gone into analyzing the failure points from Alstom and --
7 I mean identifying the risk areas and then improving upon their maintenance practices
8 and procedures. So what comes to mind for me was the failure from the loose bolt on
9 the gearbox from a nightshift changing to a dayshift. So I believe when it came to
10 certain maintenance activities, they would no longer have the crossover where they
11 would do that activity anymore and they planned it out better to eliminate those risks.

12 So after having all of that -- and then also with TRA and the train
13 and systems team on the operation side doing checks to make sure that it wasn't just
14 something that was on paper but something that was being practiced. After that had
15 been done, then I had the confidence level that this was implemented at least in the
16 short term, as TRA identifies above, and then the long term is to -- the long-term points
17 that were above would further bolster the changes that were made.

18 **MS. EMILY YOUNG:** And so when you say there was a lot of work
19 put into identifying risk areas and improving on them, was that Alstom doing that work or
20 were TRA and train ---

21 **MR. BRANDON RICHARDS:** It was -- no, it was Alstom. What
22 Alstom -- because it was a human-factors failure and the bolt wasn't tight, Alstom took
23 the standpoint that -- and I -- we very agreed with it, that, you know, there needs to be a
24 full check on the system for any potential quality failures. And that's what they did.
25 They created a checklist called a "Safety -Critical Items Check", I believe it was called.
26 It was quite extensive. It took them quite a bit of time but they essentially went through
27 the vehicles and checked all safety-critical components that had relation maintenance
28 activities that had potential to cause this derailment. I'm not sure if I say that right but

1 they went through that check, documented it, had the paperwork to prove it, and then --
2 and then went through the process of reviewing with our teams, and then going through,
3 so yeah, it was Alstom that put that together.

4 **MS. EMILY YOUNG:** And that check, was that a one-time check,
5 or was there work done to incorporate that into their practices going forward?

6 **MR. BRANDON RICHARDS:** I had asked that question. The
7 answer that I got was that they would incorporate things that needed to be incorporated
8 into the maintenance plan moving forward. That was near the end of when I was there,
9 so I'm not sure what was brought into the regular maintenance routine and what was
10 found there, so -- that was near the end, so I'm not sure where that stands now.

11 **MS. EMILY YOUNG:** And when you were referring to near the end
12 of your time, was TRA still involved at that point?

13 **MR. BRANDON RICHARDS:** Yes. Yeah, TRA was involved right
14 through, yeah, right to my last day.

15 **MS. EMILY YOUNG:** And would have understood that they would
16 be following along with that?

17 **MR. BRANDON RICHARDS:** Yes, I believe so. That would --
18 that's part of their duty with the long-terms portion that we had above -- we'd looked at
19 above.

20 **MS. EMILY YOUNG:** Okay. And so second on the list on the
21 fourth bullet point here is the addition of supplemental quality assurance and quality
22 control. And this, I think, related, in part, to the checks that Alstom did of critical
23 connections. But I -- I have the same question for you, to the extent that there's -- you
24 have anything to add, what satisfied that the additions to their QA and QC were
25 sufficient from a safety perspective?

26 **MR. BRANDON RICHARDS:** So when it came to the risk situation
27 that caused this derailment, they really added many layers to the way that they were
28 doing the maintenance activity. And they embodied that in the rest of their maintenance

1 activity, from what I recall. They would have -- I think they used to have what's called
2 "peer-to-peer signoff", so then you -- you know, if you're a mechanic, another mechanic
3 can sign off that you've validated your work.

4 But they took it a step further and they had their supervisor signing
5 off on it as well so that there was a level of oversight there. And then RTM had made
6 commitments be involved as well, not necessarily signing the paperwork but being there
7 and recording that they've observed the work being done in such a way. And then, you
8 know, in the long term, which I guess is getting a little bit ahead, Alstom had committed
9 to updating their quality management plan to reflect the changes that occurred
10 throughout this incident, and then it's updated to be more relevant.

11 **MS. EMILY YOUNG:** Okay. And just going back to what you've
12 mentioned there about additional supervisors being required to actually observe
13 maintenance activities being done ---

14 **MR. BRANDON RICHARDS:** M'hm.

15 **MS. EMILY YOUNG:** --- I just want to confirm that that's what you
16 meant, and you don't mean, you know, somebody looking at paperwork that says that
17 something's been done and checking a box. It's somebody who's actually seeing it
18 done in person?

19 **MR. BRANDON RICHARDS:** That was what TRA had observed
20 when they were in the field, that it was someone that would be actually observing the
21 work being done and signing the paperwork that it had been done properly and putting
22 the accountability on the supervisor.

23 **MS. EMILY YOUNG:** Okay. And on the third one here -- and
24 you've started into that a little bit, but the long-term monitoring and enhancements, can
25 you explain why you felt comfortable with those from a safety perspective?

26 **MR. BRANDON RICHARDS:** Well, the long-term monitoring
27 enhancements, they were things that wouldn't -- were not -- it wasn't able to happen
28 immediately. So, like, for example, I know RTM had made commitments that they were

1 going to staff a 24/7 operation, so then that comes with, you know, the HR challenges of
2 hiring people, bringing them in and training them and getting them in place. So that
3 wouldn't happen in the short term. There was others as well, too, that wouldn't happen
4 before we could go back into service.

5 Now, that doesn't mean that service wasn't safe. We were able to
6 enter service safely because of all the short-term mitigations. That was identified
7 through all parties, that the short-term mitigations that were identified in the return-to-
8 service plan were all of the things necessary to allow for the vehicles and total operation
9 to go back into safe service. And the long-term monitoring enhancements were things
10 that, you know, couldn't happen in the short term but were commitments made by RTG
11 and Alstom to further improve on the operations moving forward.

12 **MS. EMILY YOUNG:** Okay. And would any of these long-term
13 monitoring enhancements have been some of the monitoring enhancements that were
14 implemented by OC Transpo that we looked at earlier?

15 **MR. BRANDON RICHARDS:** Yeah. Yeah, they -- Yeah, I believe.
16 I don't want to speak for TRA but I think that would have included this. And another one
17 that comes to mind is the hot-bearing detection that was part of the TSB's RSA. That
18 was another long-term monitoring enhancement that wouldn't happen right away
19 because there needed to be a lot of analyses and technical work before that could be
20 implemented, if so.

21 **MS. EMILY YOUNG:** And by that, do you mean that the parties
22 had to look into whether there actually was a way to detect bearing overheating on the
23 system?

24 **MR. BRANDON RICHARDS:** Yeah. Yeah, so I -- what needed to
25 happen -- what needs to happen there -- I don't know where it's at, but when I was
26 there, there was an analysis happening to determine what type of monitoring would be
27 the best suited for the Ottawa LRVs with Alstom. The last I'd heard is that the thermal-
28 bearing detection which detects the heating of the bearing and allows to stop before it

1 gets to a point of catastrophic failure, that it would -- that it didn't work with that vehicle
2 in such a way that it would mitigate the risk adequately. So I think they were looking at
3 acoustic detection, if that was going to be a more viable solution, and that's pretty much
4 where it was when I'd left.

5 So I don't know where they're at but it was essentially to determine
6 the most effective way to mitigate that risk in the long term and also to identify if there
7 was a need as well, too, because if Alstom was able to definitively prove through
8 engineering that the bearings failed at a rate because they know the root cause, then
9 perhaps it wouldn't be required, was my understanding, too.

10 **MS. EMILY YOUNG:** Okay, fair enough. And just to be clear for
11 the record, those investigations were being done in relation to the first derailment and
12 what happened?

13 **MR. BRANDON RICHARDS:** Yes, that's correct, yes.

14 **MS. EMILY YOUNG:** Okay. If we could go to page 29, please --
15 sorry, 28 and then 29. That's right. So these slides cover the safety management
16 system framework that we've talked about today pretty extensively and, in general, the
17 oversight framework for the Confederation Line, if we go to the next slide. And so I just
18 wanted to give you the opportunity, Mr. Richards, to point out any aspects of the
19 oversight framework that we haven't already covered today, if there are any you can
20 think of.

21 **MR. BRANDON RICHARDS:** I think that summarizes it. I mean it
22 is a summary but I think it captures it.

23 **MS. EMILY YOUNG:** Okay. And I suppose, you know, one thing
24 that's not explicitly mentioned on here, although it's implicit because this is a
25 presentation from TRA, is that the City also has access to consultants and is relying on
26 subject-matter experts in its safety analysis as well?

27 **MR. BRANDON RICHARDS:** Yeah, I guess what I could add to
28 that is, I mean, I guess it's implied, like you said, having that type of expertise on staff is

1 not necessarily something that I would consider practical for a small operation like this
2 LRT. I mean, if you have a large railway, you'll have, you know, the meteorologists and
3 the bearing experts and the track experts at your disposal. But for the City, I think it was
4 very reasonable to sort of bring in that expertise when it was required. I don't know that
5 it was anticipated to this level, but it, that it's probably acceptable.

6 **MS. EMILY YOUNG:** Okay. And just drawing your attention to the
7 last bullet there, TRA wrote that:

8 "The proper and effective implementation of this
9 system of checks and balances should result in a high
10 level of safety assurance." (As read)

11 Do you agree with their assessment?

12 **MR. BRANDON RICHARDS:** Yeah, I agree with that, yeah.

13 **MS. EMILY YOUNG:** And do you think that the oversight
14 framework, the safety management system, were being properly and effectively
15 implemented by OC Transpo?

16 **MR. BRANDON RICHARDS:** Yeah, and especially when we had --
17 when this was coming into play, there was a higher intensity on the SMS than I had ever
18 seen before, and it was working extremely well. There was -- people were well
19 informed as to how it worked, what it meant to them, and you know, RTG was reforming
20 their SMS as well. I believe at that time, it was done and it was being implemented
21 throughout their organization. They were going to do some training and get people
22 involved with it. So I -- at this point, when we were returning back to service, these
23 were, from my perspective, well on their way.

24 **MS. EMILY YOUNG:** Could we go to the next slide, please? And
25 so on this slide and the next, TRA is outlining the monitoring activities it was
26 undertaking as of November 5th, 2021. Was your impression at the time that TRA's
27 monitoring process was thorough?

28 **MR. BRANDON RICHARDS:** They were heavily involved. They

1 were on site quite a bit, and when they were on site, they had a lot of presence at the
2 MSF with the maintenance activities. They were in a lot of the meetings. I felt like they
3 were quite thorough, and they themselves had strong experts as well too, engineers
4 that really provided us support. In particular, we talked about 7,500-kilometre inspection
5 regime for the mitigation of the bearing. TRA had had experts that could analyze the
6 data that Alstom had and verify the adequacy of the mitigation.

7 So I think they were quite thorough, yes.

8 **MS. EMILY YOUNG:** And the next slide speaks a bit about their
9 ongoing monitoring. Oh, sorry. That's fine.

10 We've established that they stayed, they stuck around to monitor, at
11 least until ---

12 **MR. BRANDON RICHARDS:** Yes.

13 **MS. EMILY YOUNG:** --- you finished up at OC Transpo, and that
14 was in March 2022. And I'm wondering whether you can give us a little bit of detail as to
15 what their ongoing monitoring activities were?

16 **MR. BRANDON RICHARDS:** They were doing -- they were
17 monitoring, obviously, the return to service plan. They were, at that time when I was
18 leaving, they were, you know, following the return to service commitments from RTG to
19 make sure that the quality program was being carried out as it's supposed to, reviewing
20 the documentation that Alstom had put together, and they created these binders of
21 books which were, I believe also becoming electronic as well. It was just a bit of a
22 transition period, and they were double checking that the work had been done in
23 accordance with the procedure they set forward.

24 As I said, they were doing auditing of the quality programs, they
25 were meeting with the City and the contractors about the return to service commitments
26 for staffing, analyzing. I know one thing that I had wanted them to do, and I don't know
27 if they'd ever have done it, but they were supposed to analyze the amount of resources
28 required to carry out the maintenance and rehabilitation plan and cross-reference it

1 against the org structure from Alstom and RTG, and sort of understand the resourcing
2 capabilities to the commitments. I think that's something else that they were doing as
3 well.

4 **MS. EMILY YOUNG:** Okay. So making sure that resourcing would
5 actually allow the outcomes that were desired to be achieved?

6 **MR. BRANDON RICHARDS:** That's right. And that came from the
7 concern of quality failures, because as you know, if there's under-resources, then it
8 opens up the potential for mistakes.

9 **MS. EMILY YOUNG:** Okay. And could we go to page 53 now,
10 please?

11 So this page refers to operators being provided with refresher or
12 initial training on changes and updates, safety reporting systems, and alertness for
13 unusual or unsafe issues with trains or systems. Do you see that?

14 **MR. BRANDON RICHARDS:** I'm trying to find -- where was that?

15 **MS. EMILY YOUNG:** So that's just the first bullet and the three
16 sub-bullets.

17 **MR. BRANDON RICHARDS:** Okay.

18 **MS. EMILY YOUNG:** Yeah.

19 **MR. BRANDON RICHARDS:** Oh, yes. Yes, yeah, that was my
20 team actually, the training and development team. Because the line had been shut
21 down for so long, we had -- we thought that it would be a good idea to put together a
22 refresher training using our simulator and making sure that the bulletins were up to date
23 and keeping people informed and testing. And even when we went into -- I won't call it
24 trial running, but sort of the testing period to get the vehicles back into service,
25 monitoring with trainers to make sure that the operators were comfortable, because as
26 you know, with the derailments happening, there was -- you could have a bit of an
27 unsettled feeling that while you're driving the train -- so we wanted to give people
28 confidence and ensure that they felt supported from a training and a safety perspective

1 going back into service.

2 **MS. EMILY YOUNG:** And was there any element of this refresher
3 training or initial training that was in response to gaps identified?

4 **MR. BRANDON RICHARDS:** Gaps in the OC Transpo training?

5 **MS. EMILY YOUNG:** Yes, that's what I'm asking. And I guess part
6 of the reason is, you know, we have here alertness for unusual or unsafe issues with
7 trains or systems, and so I'm wondering whether ---

8 **MR. BRANDON RICHARDS:** Oh, okay.

9 **MS. EMILY YOUNG:** --- there was additional training that was
10 done or (audio glitch) gaps ---

11 **MR. BRANDON RICHARDS:** Well, that came from after the
12 August derailment, there was a theory that there potentially was a display on the train
13 that could alert the driver of a condition which was a precursor to the failure of the
14 bearing, and then also to smells of burning, that type of thing. So it was just to reiterate
15 the message that, you know, you know what the normal state of operations is. If there's
16 something that's unusual, if there's something that you -- you know, feel free to reach
17 out, talk to control, talk to other people, and you know, make them aware of what's
18 happening before it was something that we couldn't control.

19 **MS. EMILY YOUNG:** So the idea is to increase the operators sort
20 of over ---

21 **MR. BRANDON RICHARDS:** Yes.

22 **MS. EMILY YOUNG:** --- (audio glitch) to potential breakdowns on
23 the system, potential issues?

24 **MR. BRANDON RICHARDS:** Right. And that was actually -- I
25 won't say taken, but utilized from industry. In federal regulation there's -- as the rail -- I
26 can't remember the name of the regulation offhand, it's the rail passenger car safety -- I
27 -- anyways, it essentially speaks to observing and monitoring and being alert for that
28 type of activity. So we leveraged it from the federal regulation.

1 **MS. EMILY YOUNG:** And so TRA also states on this slide that
2 there was to be overall system testing and mock service?

3 **MR. BRANDON RICHARDS:** Right.

4 **MS. EMILY YOUNG:** And do you recall what criteria they would
5 have used for that mock service period and what the results of it were?

6 **MR. BRANDON RICHARDS:** No, I can't remember the -- there
7 was a criteria, but I can't remember what was put together to bring the trains back into
8 service. No, I can't remember that off the top of my head.

9 **MS. EMILY YOUNG:** Do you recall whether OC Transpo was
10 involved in assessing that period of mock service as well?

11 **MR. BRANDON RICHARDS:** Well, every -- all stakeholders were
12 involved. We do a review every single day, and throughout the day, if required, of the
13 service and how it was going and you know, work together. I -- it should be in this
14 presentation, I think, the criteria, I would think.

15 **MS. EMILY YOUNG:** I think if we go to page 55, we can see -- it
16 gives a little bit of detail there in that third row. It says, "Seven full trains required for two
17 full days of mock service."

18 And it says, "Each crossover must be used during the period."

19 **MR. BRANDON RICHARDS:** Right.

20 **MS. EMILY YOUNG:** I don't know if there were further criteria, but I
21 think this is what's contained in the ---

22 **MR. BRANDON RICHARDS:** Yeah. No, this is helpful, yeah.
23 There was like -- there was infrastructure requirements, there was specific vehicle
24 requirements. That's the two full round trips, so that was like, you know, after all the
25 work had been done, it's kind of like how your mechanic takes the vehicle out for a ride
26 after you're done with the mechanic, and they just make sure that everything's still solid.
27 So it was a similar type of principle where the vehicle does two full round trips. And
28 then it was integrating the whole system, the whole system being like the interaction

1 between the vehicles and wayside equipment, and then that was run.

2 Yeah, I think it says here, you know, doing the launching and
3 reduction.

4 So yeah, this was, I think, essentially, the criteria that was used.

5 Yeah.

6 **MS. EMILY YOUNG:** Okay. And do you remember how many
7 days it took for TRA and the City to be satisfied with the mock service?

8 **MR. BRANDON RICHARDS:** It was far beyond this from what I
9 remember, because I think this insinuates a few days after. Yeah, two full days of mock
10 -- it was beyond that. I don't remember the total, but it was -- I don't know. I can't
11 remember. It was beyond that, though, I'm pretty sure.

12 **MS. EMILY YOUNG:** Okay. And could we go to page 60? This is
13 the last page that I will take you to. I promise.

14 So here TRA is outlining the prerequisites for a safe return to
15 service, and I think that we've touched on most of these already. I think the only ones
16 we haven't touched on so much relate to RTG's demonstrated allocation of additional
17 resources and commitment to long-term solutions, although you did mention that briefly.
18 I just wanted, again, to get your answer on what satisfied you that those aspects were
19 fulfilled to a level that assured safety on the system.

20 **MR. BRANDON RICHARDS:** I mean, the commitments were a
21 part of the long-term solution, so for me it was about having a commitment in writing
22 from them. I believe they sent a formal letter stating that they would conform with the
23 return-to-service plan and execute it. So at that point, knowing that the state of the
24 system, with all of these conditions being met, and their commitment that they were
25 going to deliver on those things, and then knowing that OC Transpo and TRA and then
26 also -- we haven't talked about him in a while, but Sam Berrada is also doing his
27 monitoring in the background. Though it may not be in a technical sense, he's still
28 doing the regulatory monitoring. And Sam also -- we haven't mentioned -- does

1 monitoring on a risk-based approach, so if there's something that he felt like should
2 have an extra emphasis, he may shift his schedule to something that's more relevant to
3 the current operating environment.

4 So knowing that we had multiple layers here, we had a committed
5 resource -- an independent committed resource TRA to hold RTG to account -- and to
6 hold them to account, they would have to work with the City's team to enforce the PA
7 and to work with the safety team to make sure that there was no compromise. That, to
8 me, gave me the level of confidence that we could return to service with those
9 commitments.

10 **MS. EMILY YOUNG:** And when you left OC Transpo in March of
11 2022, what was your view as to the safety of the system?

12 **MR. BRANDON RICHARDS:** I mean, the system has never had
13 that type of attention. It was all hands on deck every day. I mean, we were working
14 seven days a week every week. It was just non-stop meeting, touch points, and there
15 was such a heightened sense of urgency throughout the system that -- I've never seen
16 that level of commitment before in the rail industry. So at that point, I mean, there was
17 confidence that things that needed to be caught would be caught and that it was all
18 hands on deck.

19 **MS. EMILY YOUNG:** And we can just take down this presentation.

20 And my last question for you, Mr. Richards, is, do you have any
21 concerns that that sense of urgency might wane over time or that the attention to those
22 issues might be reduced when TRA exits the scene?

23 **MR. BRANDON RICHARDS:** I would want to ensure that I had
24 that confidence, so I'd have to know what's being monitored. After TRA is gone, OC
25 Transpo will have to carry forward that monitoring activity to continue to have that
26 confidence. Not unique to Ottawa -- LRT -- but in any industry where you have risk like
27 this, when it's at its height, your monitoring should be at a high level to match and
28 mitigate whatever risks you're having. So as the system stabilizes, as things become

1 more predictable, and as the contractor gets more comfortable with its new processes,
2 as we just went through, in theory the monitoring should be able to be reduced at that
3 point, with a level of confidence that it will continue to operate safely. So as far as being
4 concerns, to me it's a bit speculative as to what the future is going to look like, but I
5 would want to make sure that I have the confidence that you could scale back on your
6 monitoring and that it would continue to operate safely.

7 **MS. EMILY YOUNG:** Okay. Those are my questions. Thank you,
8 Mr. Richards and Mr. Commissioner.

9 **COMMISSIONER HOURIGAN:** All right. Thank you.

10 Next up is the City of Ottawa.

11 **--- CROSS-EXAMINATION BY MR. JESSE GARDNER:**

12 **MR. JESSE GARDNER:** Good afternoon, Mr. Richards.

13 **MR. BRANDON RICHARDS:** Good afternoon.

14 **MR. JESSE GARDNER:** My name is Jesse Gardner, last name G-
15 A-R-D-N-E-R. I'm counsel for the City of Ottawa. I'm just going to ask you a few more
16 questions.

17 So you've discussed earlier on that you were involved in this project
18 at two different stages. I'm going to focus on the second stage, which is where
19 Commission counsel has focused as well -- so your involvement as chief safety officer
20 from, I believe, May 2020 to March 2022, right?

21 **MR. BRANDON RICHARDS:** Correct.

22 **MR. JESSE GARDNER:** Okay. So just going back to your role as
23 CSO, you were one of the individuals at the City that had the authority to shut down the
24 system if you did not think it was safe; is that right?

25 **MR. BRANDON RICHARDS:** Correct.

26 **MR. JESSE GARDNER:** But generally, you would consult with
27 others at the City -- Mr. Manconi, City manager -- if needed, and certainly experts I think
28 you mentioned as well, right?

1 **MR. BRANDON RICHARDS:** Of course.

2 **MR. JESSE GARDNER:** Okay. But you did not have the authority
3 as the chief safety officer to force RTM or Alstom to take a specific measure of
4 implement a certain activity; is that fair?

5 **MR. BRANDON RICHARDS:** If it was not related to safety you
6 mean?

7 **MR. JESSE GARDNER:** Well, I mean, you'd agree with me that
8 RTM and Alstom are responsible for maintenance under the contract, is that fair, under
9 the PA?

10 **MR. BRANDON RICHARDS:** Yes. They're responsible for the
11 maintenance under the PA, yes.

12 **MR. JESSE GARDNER:** Right. So you're the chief safety officer,
13 but you have limited ability to actually force RTM or Alstom to take a certain step, to
14 staff in a certain way. There's limitations; wouldn't you agree?

15 **MR. BRANDON RICHARDS:** Yes, I agree.

16 **MR. JESSE GARDNER:** So you could have meetings with them
17 and write letters and push them, make recommendations. You could hire experts. You
18 could give them reports. But at the end of the day, RTM is responsible and Alstom is
19 responsible for performing their maintenance obligations, right?

20 **MR. BRANDON RICHARDS:** Yes, agreed. As we went through
21 before, the only other option is to cease operations if you feel it's a safety concern.

22 **MR. JESSE GARDNER:** Right. You'd agree your focus was
23 safety and Mr. Charter's focus was maintenance. Is that a fair division of responsibility?

24 **MR. BRANDON RICHARDS:** Yes, except Mr. Charter was
25 responsible for maintenance and operations of the Confederation Line.

26 **MR. JESSE GARDNER:** Right. So I'm just making the point that
27 your role related at times to maintenance activities because it was safety-related, but
28 your role was safety assurance as chief safety officer; is that fair?

1 **MR. BRANDON RICHARDS:** Yes, agreed. It was separated for
2 the reason that you need to separate those two to ensure that there's the ability for
3 safety to escalate to the general manager independent of operations.

4 **MR. JESSE GARDNER:** Exactly. Okay. So I just want to go to
5 the delegation agreement or discuss that agreement with you. It was raised earlier.
6 And I think you'd agree that generally, the Confederation Line would be a federally
7 regulated rail line, but Transport Canada delegated authority, through the delegation
8 agreement, to the City of Ottawa. That's generally speaking how it works, right?

9 **MR. BRANDON RICHARDS:** Agreed.

10 **MR. JESSE GARDNER:** So effectively, there's a self-regulatory
11 model in place, which is consistent with the models that are employed by other
12 Canadian municipalities; is that fair?

13 **MR. BRANDON RICHARDS:** I couldn't say that it follows the same
14 as other Canadian municipalities because I don't believe any other Canadian
15 municipality has this same structure.

16 **MR. JESSE GARDNER:** Okay. I'm referring more to the ability to
17 self-regulate and delegated authority from Transport Canada.

18 **MR. BRANDON RICHARDS:** Yeah. I'm just trying to make the
19 point that Transport Canada has not delegated authority to any other municipality, from
20 my understanding.

21 **MR. JESSE GARDNER:** Okay. So you'd agree with me, though,
22 that the City has the authority to regulate almost all aspects of rail transit on the line. Is
23 that fair?

24 **MR. BRANDON RICHARDS:** For the Confederation Line, yes.

25 **MR. JESSE GARDNER:** For the Confederation Line, yes.

26 So in the normal course, on the Confederation Line, the TSB would
27 have limited involvement in the scope in relation to regulatory oversight, right?

28 **MR. BRANDON RICHARDS:** Agreed, yeah.

1 **MR. JESSE GARDNER:** Yeah. But the City would still be required
2 to report to the TSB in relation to certain reportable incidents or occurrences, fair?

3 **MR. BRANDON RICHARDS:** Yeah, as per the memorandum of
4 understanding between the TSB and the City.

5 **MR. JESSE GARDNER:** Right. And so you'd agree with me that
6 one aspect that the delegation agreement does not delegate to the City expressly is the
7 power for the TSB to assess, investigate, and report where there are serious safety
8 incidents. The TSB still has that role of investigating those incidents; is that fair?

9 **MR. BRANDON RICHARDS:** Yes.

10 **MR. JESSE GARDNER:** Okay. And are you aware of a 2019
11 agreement between the City and the TSB?

12 **MR. BRANDON RICHARDS:** Is that what I mentioned before, the
13 MOU? I think it's an MOU, right?

14 **MR. JESSE GARDNER:** I'd say it's a -- let's call it an agreement.
15 But the purpose of the agreement is just to clarify the roles and responsibilities as
16 between the City and the TSB. So you're familiar with that.

17 **MR. BRANDON RICHARDS:** I remember the document, yeah.

18 **MR. JESSE GARDNER:** So the reason I bring it up -- and I'm not
19 going to go into it in any great detail, but it's just to make the point that in terms of
20 investigating incidents, the TSB is the lead or the primary investigator and the City may
21 also do a parallel investigation. Is that a fair description?

22 **MR. BRANDON RICHARDS:** I wouldn't categorize it as they're the
23 primary. They do their own investigation. Like, for example, with the cracked wheels,
24 the RSAs came out after Alstom had determined a safe mitigation. And it was
25 something that we discussed with TSB, but I think classifying them as the primary
26 investigator -- I'm not sure if that would be appropriate.

27 **MR. JESSE GARDNER:** Okay. So I'll take it a step back. I'm
28 going to suggest to you that that's actually what the agreement says. And I'm not

1 suggesting that Alstom or the City wouldn't do its own investigations, but in terms of the
2 actual delegated authority from Transport Canada, the TSB still has the primary role in
3 terms of investigating, and the City is actually requires to cooperate with that
4 investigation. Would you agree with that?

5 **MR. BRANDON RICHARDS:** Yeah, absolutely. They're required
6 to cooperate fully with the TSB, yes.

7 **MR. JESSE GARDNER:** Right. So there could be parallel,
8 concurrent investigations, but the TSB, we all understand I think, has that role of
9 investigating those sorts of incidents.

10 **MR. BRANDON RICHARDS:** Agreed.

11 **MR. JESSE GARDNER:** Okay. And you spoke earlier today about
12 some of the requirements under that delegated authority agreement, and we talked
13 about the safety management system and the security management system. Do you
14 recall that?

15 **MR. BRANDON RICHARDS:** Yes.

16 **MR. JESSE GARDNER:** And under that agreement, the idea is
17 that an entity independent of the City was to conduct audits of both the systems after
18 the first year the line was in operation, and then I think you said triennially or every three
19 years after that. Is that right?

20 **MR. BRANDON RICHARDS:** Yes. You're talking about the
21 independent assessment of the SMS/SEMS?

22 **MR. JESSE GARDNER:** Yes.

23 **MR. BRANDON RICHARDS:** Yes, I believe that's what I said.

24 **MR. JESSE GARDNER:** Right. And there's also an independent
25 entity or person that monitors and reports on the City's compliance. I think we talked
26 about that earlier. That' the regulatory monitor and compliance officer, who was Sam
27 Berrada, correct?

28 **MR. BRANDON RICHARDS:** Correct.

1 **MR. JESSE GARDNER:** Okay. So in your role as CSO, you
2 oversaw the preparation of, and gave your approval on, the safety management system
3 document; is that fair?

4 **MR. BRANDON RICHARDS:** For the years that I was there, yes.
5 Yeah, the annual update of the SMS.

6 **MR. JESSE GARDNER:** Okay. So I'd like to take you to the
7 project agreement just briefly, at COW0000295. And when it comes up, it's page 15 of
8 the PDF.

9 **--- EXHIBIT No. 279:**

10 COW0000295 – OLRT Project Agreement Schedule 15 – 1
11 Technical Definitions and Reference Documents 19
12 November 2019

13 **MR. JESSE GARDNER:** So can you see here, Mr. Richards, on
14 the screen "safety management system" means:

15 "...the safety protocol, which Project Co. shall
16 establish in consultation with the City, taking into
17 account the design and construction specifications,
18 and as implemented to ensure the safety of the
19 system and compliance with safety standards." (As
20 read)

21 Do you see that?

22 **MR. BRANDON RICHARDS:** Yeah, I see that.

23 **MR. JESSE GARDNER:** So that's your general understanding of
24 how it was to work and what happened. There would be consultation between the City
25 on Project Co.'s safety management system document.

26 **MR. BRANDON RICHARDS:** Yeah, agreed.

27 **MR. JESSE GARDNER:** Okay. So you'd agree that essentially
28 what happened was consistent with what was set out in the PA.

1 **MR. BRANDON RICHARDS:** No. Maybe I didn't understand you
2 right. Can you go back over that? Because I think what you're trying to say ---

3 **MR. JESSE GARDNER:** Sure. So the project agreement ---

4 **MR. BRANDON RICHARDS:** Go ahead.

5 **MR. JESSE GARDNER:** The project agreement provides that
6 Project Co. shall establish, in consultation with the City, the safety management system.
7 So that's the document we'd been talking about. So is it your evidence or recollection
8 that that is what happened, that ---

9 **MR. BRANDON RICHARDS:** Oh, okay. Sorry. No.

10 **MR. JESSE GARDNER:** --- Project Co. worked in consultation
11 with the City?

12 **MR. BRANDON RICHARDS:** Right. No. I think I mentioned
13 before that there was a struggle here, that that was not happening for the first, I don't
14 know, year at least that I was there, up until September of 2021.

15 **MR. JESSE GARDNER:** But you'd agree that ultimately it was
16 done, right? And there was some consultation with the City in that process?

17 **MR. BRANDON RICHARDS:** Yes. As part of the return-to-service
18 plan, RTM had updated their safety management system, just as it said here in the PA.

19 **MR. JESSE GARDNER:** The document ---

20 **MR. BRANDON RICHARDS:** Sorry. You cut out there. I didn't
21 hear what you said.

22 **MR. JESSE GARDNER:** I just said we can take the document
23 down. Thank you.

24 So I'd like to talk to you about this SMS document. So I'd like to
25 bring you to document and email COW0593888. So this is an email that you sent to Mr.
26 Manconi and others, dated I believe June 2nd, 2021. Do you recognize this email?

27 **--- EXHIBIT No. 281:**

28 COW0593888 – Email from Brandon Richards to John

1 Manconi et al. Re – SM SMeS Management Responses 2
2 June 2021

3 **MR. BRANDON RICHARDS:** Yeah, I think so. Yeah.

4 **MR. JESSE GARDNER:** Okay. So do you see the last sentence
5 of the first paragraph says:

6 “The audit reflects well on our journey as a newly
7 operating railroad and provides guidance forward to
8 ingrain these management system into the
9 organization.” (As read)

10 **MR. BRANDON RICHARDS:** Yeah.

11 **MR. JESSE GARDNER:** So is that an accurate assessment of
12 your review of the audit?

13 **MR. BRANDON RICHARDS:** Yeah. In particular, the SMS, I
14 recall, had very few recommendations and was positively reviewed by the independent
15 auditor. Yes, I remember that.

16 **MR. JESSE GARDNER:** Okay. And we talked earlier about the
17 audits being done by an independent entity, and that was Orbis Risk Consulting. Is that
18 right?

19 **MR. BRANDON RICHARDS:** That’s correct, yeah.

20 **MR. JESSE GARDNER:** Okay. So from your perspective, the
21 audits showed that the work done on the SMS was satisfactory in terms of the
22 obligations under the delegation agreement; is that fair?

23 **MR. BRANDON RICHARDS:** Yes.

24 **MR. JESSE GARDNER:** Okay. I just want to make a point about
25 timing of this.

26 So we talked about the delegation agreement requiring that an
27 audit be done after one year of operations, and I’m going to suggest that the actual
28 audit document explains that the work was undertaken between October 2020 -- so the

1 month following the one-year anniversary of operations -- to April 2021. So I think you
2 talked about this earlier, but you'd agree that the intent of the process was to start right
3 after the first year so that you can monitor the growth. Is that fair?

4 **MR. BRANDON RICHARDS:** Yeah, that's right. If you're asking
5 about why it was beyond a year -- is that what you're asking?

6 **MR. JESSE GARDNER:** Well, I'm making the point that that's why
7 it started in October 2020. It was ---

8 **MR. BRANDON RICHARDS:** Yeah, you are correct. You need a
9 year to be able to start. Yeah, you are correct.

10 **MR. JESSE GARDNER:** Right. Okay, so we can take this
11 document down. Thank you.

12 You talked earlier with Commission counsel about a number of
13 technical issues during the maintenance period, and I'm not going to go over all of them
14 in detail. I just want to review a few examples.

15 So you were aware of the issue with the switch heaters in the
16 winter of 2019 and 2020, but I think that was resolved before you joined in May 2020. Is
17 that right?

18 **MR. BRANDON RICHARDS:** Yeah. That was resolved before I
19 joined, yes.

20 **MR. JESSE GARDNER:** Okay. And you're aware that the
21 vehicles experienced wheel flats.

22 **MR. BRANDON RICHARDS:** Aware of it, but it was before I joined
23 as well.

24 **MR. JESSE GARDNER:** And in relation to the wheel flats, you
25 can't speak to the cause of that, right?

26 **MR. BRANDON RICHARDS:** No, just the theories. I don't know
27 what the cause was.

28 **MR. JESSE GARDNER:** Right. And there were a number of

1 derailments in the maintenance yard. You're aware of that, correct?

2 **MR. BRANDON RICHARDS:** Yes, I am.

3 **MR. JESSE GARDNER:** And it's fair to say that derailments in the
4 maintenance yard, they're not ideal, but it's not unusual or uncommon for there to be
5 derailments in the yard.

6 **MR. BRANDON RICHARDS:** Correct.

7 **MR. JESSE GARDNER:** Okay. And in your role as chief safety
8 officer, you investigated alongside the TSB in relation to those derailments in the yard;
9 is that right?

10 **MR. BRANDON RICHARDS:** Not all of them. The TSB only
11 focused on a few of them, but when they did, yes.

12 **MR. JESSE GARDNER:** Right. Now, there were also issues with
13 rail buckling, or "sun kinks" I think it's referred to as well. Do you recall that?

14 **MR. BRANDON RICHARDS:** Yes, I do. That was summer of
15 2020, I think.

16 **MR. JESSE GARDNER:** That's right. And it's fair to say it's the
17 result of RTG setting the rail neutral temperature too high.

18 **MR. BRANDON RICHARDS:** That was my understanding, yes.

19 **MR. JESSE GARDNER:** Right. And RTG was supposed to
20 provide a risk assessment to the City in relation to the neutral rail temperature. Do you
21 recall that?

22 **MR. BRANDON RICHARDS:** Yes, and we never received it while I
23 was there.

24 **MR. JESSE GARDNER:** Right. Okay. We also talked about the
25 cracked wheels. I won't go into that in any detail, but it's fair to say it's due to defective
26 wheels provided by the supplier.

27 **MR. BRANDON RICHARDS:** I don't -- I don't know if it was the
28 supplier or the manufacturing. I don't think that that's ever coming to light, but one of

1 the two, I believe.

2 **MR. JESSE GARDNER:** Okay. So related to the manufacturing
3 and supply of the vehicle, fair to say?

4 **MR. BRANDON RICHARDS:** Fair to say, yeah.

5 **MR. JESSE GARDNER:** Yeah. So these -- that collection of --
6 bucket of issues I've just covered with you, would you agree with me that the City's not
7 responsible for these issues. RTG, RTM, and Alstom would be responsible for those
8 sorts of technical issues?

9 **MR. BRANDON RICHARDS:** Yes, I do agree. Yes, yes.

10 **MR. JESSE GARDNER:** Okay. And you were asked by
11 Commission counsel in your initial interview whether you had any concerns about the
12 manufacturing of the vehicles, and you stated that you didn't until September of 2021;
13 do you recall that?

14 **MR. BRANDON RICHARDS:** That was the original ---

15 **MR. JESSE GARDNER:** The original interview.

16 **MR. BRANDON RICHARDS:** I don't remember that specifically,
17 but I can see if I said it, yeah.

18 **MR. JESSE GARDNER:** Well, I'll put it to you this way. Is it fair to
19 say that your concern in September of 2021 about the manufacturing of the vehicles
20 had to do with the -- these derailments?

21 **MR. BRANDON RICHARDS:** It had to do with the quality failure
22 and what was found on the safety-critical connections check, so yes.

23 **MR. JESSE GARDNER:** Okay. I want to briefly just talk to you on
24 -- about winter weather performance. And we didn't talk about it today, but you talked
25 about with Commission counsel in your interview. In relation to operations in the winter,
26 you're aware that there's a winter-weather operation plan in place?

27 **MR. BRANDON RICHARDS:** Correct.

28 **MR. JESSE GARDNER:** Okay. And I think you stated in your

1 Commission interview, but I just want to confirm your understanding, you would agree
2 that the system should be able to operate regularly in temperature swings without
3 difference in brake profile, journey requirements, if it's designed properly, right? There
4 shouldn't be an issue with operating speeds, I think you explained; is that right?

5 **MR. BRANDON RICHARDS:** Correct.

6 **MR. JESSE GARDNER:** And the CBTC system is supposed to
7 operate to ensure that the train, you know, is able operate safely in various weather
8 conditions; is that right?

9 **MR. BRANDON RICHARDS:** Yeah. Weather conditions? I'm not
10 sure about weather conditions, to be honest.

11 **MR. JESSE GARDNER:** Okay. I think -- I believe that's what you
12 indicated to Commission counsel in your interview, but if that's not your recollection,
13 that's fine. So I want to talk to you about the TSB investigation, the first investigation in
14 relation to the wheel cracks and your role in that. So the cracked-wheel issue was
15 obviously a reportable issue; the TSB and the City did do that, right?

16 **MR. BRANDON RICHARDS:** Yes, the City reported the incident.
17 Yeah.

18 **MR. JESSE GARDNER:** Yeah. And I'll just bring up the
19 document. It's the TSB letter on November 4th, 2020, which summarizes the issue. It's
20 COW0537223. Do you recognize this document, Mr. Richards?

21 **--- EXHIBIT No. 282:**

22 COW0537223 – Transportation Safety Board letter to City of
23 Ottawa 4 November 2020

24 **MR. BRANDON RICHARDS:** Yeah, it's the RSA, yeah.

25 **MR. JESSE GARDNER:** Right. So I -- and I understand this
26 related to the cracking of the hubs of the, I think it Lucchini resilient wheels in the areas
27 where the jacking screws were installed. That's what this letter summarizes; is that fair?

28 **MR. BRANDON RICHARDS:** I think that's part of the letter, yeah.

1 **MR. JESSE GARDNER:** Right. So this letter is the Rail Safety
2 Advisory Letter relating to the issue that covers -- the issue of the wheel cracks; is that
3 fine? Is that reasonable?

4 **MR. BRANDON RICHARDS:** Yeah, it's specific to the wheel
5 cracks, yes.

6 **MR. JESSE GARDNER:** Right. And so after -- when this was
7 being investigated, OC Transpo coordinated with the TSB in the process of the
8 investigation; do you recall that? There was correspondence back and forth?

9 **MR. BRANDON RICHARDS:** Yes, I do recall correspondence with
10 the TSB, yes?

11 **MR. JESSE GARDNER:** Okay, so we can take down this
12 document. And I won't take you through all the emails but I'll suggest to you that the
13 TSB requested a bunch of information from you and you provided response -- a
14 response to Rob Johnston of the TSB on August 17th, 2020. Do you recall that?

15 **MR. BRANDON RICHARDS:** I mean the specific date, no, but I do
16 -- I did get a lot of requests from the TSB for all incidents including the two derailments
17 to Mr. Johnston, so I believe you.

18 **MR. JESSE GARDNER:** And when you were requested, or when
19 the City was requested by the -- from the TSB to provide information, you did that, right?
20 You provided them ---

21 **MR. BRANDON RICHARDS:** As quick as reasonably possible,
22 yeah.

23 **MR. JESSE GARDNER:** Okay. And you also -- do you recall
24 email correspondence with a Mr. Michael DeJong of Transport Canada?

25 **MR. BRANDON RICHARDS:** Yes, I do.

26 **MR. JESSE GARDNER:** Okay. And again, that was in relation to
27 the wheel-cracking issue, providing information back and forth; do you recall that?

28 **MR. BRANDON RICHARDS:** Yes, I do.

1 **MR. JESSE GARDNER:** Okay. And I'll take you to -- well,
2 actually, the letter that we just looked at, that Rail Safety Advisory letter, it made
3 recommendations regarding the removal of the wheels; do you recall that -- or the
4 replacement of the wheels?

5 **MR. BRANDON RICHARDS:** Yeah, to expedite the replacement
6 of the wheels, yeah.

7 **MR. JESSE GARDNER:** Exactly. And it also requested ongoing
8 consultation with the City to maintain communications about the progress of that issue;
9 do you remember that?

10 **MR. BRANDON RICHARDS:** Yeah, and I did that.

11 **MR. JESSE GARDNER:** Right. And I want to show you a letter.
12 It's COW0537224. So this is a letter from the City. It's from Mr. Kanellakos to the TSB.
13 Do you recall this letter?

14 **--- EXHIBIT No. 283:**

15 COW0537224 – City of Ottawa letter to Transportation
16 Safety Board 22 December 2020

17 **MR. BRANDON RICHARDS:** Yes, I do.

18 **MR. JESSE GARDNER:** Okay. And if we scroll down just a little
19 bit, it says:

20 “Following our meeting on November 27th, I'm writing
21 to express our appreciation for the collaborative effort
22 that has occurred today to address the issue of
23 cracked and stressed wheels.” (As read).

24 And if we scroll down to the very bottom of the letter, there's and
25 update:

26 “The wheels on 13 of the 34 Stage 1 vehicles, so 38
27 percent, have been retrofitted to date with new or
28 stress-free wheels, and we're expected to be 100

1 percent complete by mid-March 2021.” (As read)

2 So do you recall at the time that this was the progress of the
3 retrofits?

4 **MR. BRANDON RICHARDS:** I -- I mean I believe that that was
5 where the progress was at and that was the commitment made to have the wheels
6 replaced, yes.

7 **MR. JESSE GARDNER:** And I think we talked about earlier that
8 that retrofit process was not complete by mid-March 2021; is that right?

9 **MR. BRANDON RICHARDS:** Correct.

10 **MR. JESSE GARDNER:** Right. So we know that the City was
11 providing, as requested, to the TSB, but there was some delay on the part of RTG in
12 actually getting the work done; fair?

13 **MR. BRANDON RICHARDS:** Correct.

14 **MR. JESSE GARDNER:** And the City continued to push RTG,
15 Alstom, and RTM to get this work done even though there were delays; is that fair?

16 **MR. BRANDON RICHARDS:** Correct.

17 **MR. JESSE GARDNER:** Okay. We can take this document down.
18 So I want to talk to you now about the derailments. We've already, I think, talked about
19 the causes of the derailments at length, but I want to talk to you about the first
20 derailment. Are you aware that a similar issue with the axle-bearing assembly had
21 occurred in a similar train in France?

22 **MR. BRANDON RICHARDS:** Yes, I mentioned it earlier. That was
23 one of the reasons I was able to move forward with the mitigation.

24 **MR. JESSE GARDNER:** Right. And so when the City and TSB
25 investigated what had happened leading up to those derailments, do you recall if there
26 any mitigation measures put in place by RTM, and specifically Alstom, given that Alstom
27 would have known that that issue had happened in France?

28 **MR. BRANDON RICHARDS:** No, there was not.

1 **MR. JESSE GARDNER:** Okay. But given the mitigation measure
2 that was used in France, there was some confidence that it having been used, that it
3 would be sufficient for this project; fair?

4 **MR. BRANDON RICHARDS:** Fair and verified by experts at TRA
5 to ensure that the confidence level was high enough to be safe.

6 **MR. JESSE GARDNER:** Right. Thank you. So I'd like to take you
7 to another letter. It's COW0488903. It's a TSB letter, September 27th, 2021. Do you
8 recognize this letter, Mr. Richards?

9 **--- EXHIBIT No. 284:**

10 COW0488903 – Transportation Safety Board letter to City of
11 Ottawa 27 September 2021

12 **MR. BRANDON RICHARDS:** Yes, I do.

13 **MR. JESSE GARDNER:** Right. So this was the start of the -- I
14 believe the second TSB investigation during your tenure; is that right?

15 **MR. BRANDON RICHARDS:** Yes. Yeah, yeah.

16 **MR. JESSE GARDNER:** Right. So I'd like to take you to the end
17 of page 5 of this document, and this is the summary of the risk mitigation measures
18 implemented following the derailment.

19 Do you recall this information?

20 **COMMISSIONER HOURIGAN:** Just be clear on the derailment,
21 just for the record, Counsel and for those watching at home. Okay?

22 **MR. JESSE GARDNER:** Sure. So if we scroll to the top ---

23 **COMMISSIONER HOURIGAN:** Just in your question, just make
24 clear which derailment you're talking about. That's all. Just so people can follow.
25 That's all. Go ahead.

26 **MR. JESSE GARDNER:** Yeah. I believe we're speaking about the
27 second derailment. Is that right, Mr. Richards?

28 **MR. BRANDON RICHARDS:** No, this is the first derailment.

1 **MR. JESSE GARDNER:** Yes, sorry, you're right. The first
2 derailment.

3 So if were on page 5 at the bottom, you see the mitigation
4 measures?

5 **MR. BRANDON RICHARDS:** Yes, I do.

6 **MR. JESSE GARDNER:** So is it fair to say that you oversaw the
7 implementation of these measures in your capacity as Chief Safety Officer that they
8 were actually in place and that it would be safe to open?

9 **MR. BRANDON RICHARDS:** Yes, me and then there was a group
10 of people that I would fulfill and make sure that this was being done properly. But yes, I
11 was comfortable that this was being implemented to resume service after the five days,

12 **MR. JESSE GARDNER:** Right. So I think the summary of this is
13 that after a five-day period there was confidence all around that the mitigation measures
14 were in place and they were sufficient to resume operation; is that fair?

15 **MR. BRANDON RICHARDS:** Yeah. And I think what you could
16 add to that is that during the five days, you know, there was a lot of discovery and data
17 through the checking of these bearings and the teardown. Like, a lot more just
18 happened than the check. So there was a few pieces that went into this above -- than
19 the risk mitigation. There was also knowledge and understanding of the occurrence.

20 **MR. JESSE GARDNER:** Right. Okay. So we can take this
21 document down.

22 I'd like to talk to you a little bit about the second derailment. So I
23 know that we've covered the cause in a fair amount of detail but one issue that I want to
24 speak to you about is just in relation to the driver or the operator of the vehicle. So is it
25 your understanding that the operator couldn't actually feel the derailment?

26 **MR. BRANDON RICHARDS:** Are you talking about the second
27 derailment in September?

28 **MR. JESSE GARDNER:** Yes.

1 **MR. BRANDON RICHARDS:** My understanding is that they could
2 not feel it or see behind them. I spoke to the operator myself and actually related it to a
3 previous incident in the yard where an Alstom hustler derailed and had a similar
4 situation where the rear LRV dragged and they claimed as well that they could not feel
5 it. Reviewing the video evidence in the yard it really didn't seem like they could or see.
6 I mean, you have to understand, these are long so it's not like looking in a rear view
7 mirror. You're sort of obstructed in your view to see that far back.

8 So I believe, and my understanding is that the operator of the ERO
9 -- the OC Transpo operator in the September derailment did not feel the train as it was
10 dragged.

11 **MR. JESSE GARDNER:** Right. And that's exactly where I was
12 going. So it's your understanding that in the event of a derailment with the second car
13 or the second vehicle on the train, it is very possible that a driver or hustler would not
14 feel the train leave the track, fair?

15 **MR. BRANDON RICHARDS:** That's my understanding. It was
16 explained to me from someone at Alstom that the coupler absorbs a lot of that for the
17 front car. And that's why they don't feel it.

18 **MR. JESSE GARDNER:** Right. Okay. And in relation -- again still
19 on the second derailment. RTM had to prepare a return to service plan. Do you recall
20 that?

21 **MR. BRANDON RICHARDS:** I do.

22 **MR. JESSE GARDNER:** And it took several iterations before it
23 was in an acceptable form to you and the TRA; is that right?

24 **MR. BRANDON RICHARDS:** That's correct.

25 **MR. JESSE GARDNER:** And I think you said in your initial
26 interview that Alstom physically checked a very extensive list of parts on each vehicle.
27 Is that right?

28 **MR. BRANDON RICHARDS:** Yes, that's correct.

1 **MR. JESSE GARDNER:** It took several days for each train to be
2 checked?

3 **MR. BRANDON RICHARDS:** Yeah, I believe it was several days
4 per vehicle, yes.

5 **MR. JESSE GARDNER:** Right. And during this process I think
6 you indicated that Alstom identified several other issues or areas where they could
7 make improvements. Do you recall that?

8 **MR. BRANDON RICHARDS:** Yes, I do and the question before
9 was how is it going to be integrated into your ongoing maintenance moving forward?
10 And as I said, that was near the time that I was leaving that that all sort of came through
11 so I don't know where it was implemented. But I know that it was discovered.

12 **MR. JESSE GARDNER:** Right. And we talked about this earlier
13 again, but the trains were out of service for approximately two months?

14 **MR. BRANDON RICHARDS:** Is it two months? I can't remember.
15 Was it two months? So September, October?

16 **MR. JESSE GARDNER:** Right. So they came -- I'm going to
17 suggest to you that they returned to service on November 12th, 2021.

18 **MR. BRANDON RICHARDS:** Okay. Sorry. I couldn't remember
19 the dates, so November 12th for the return. Okay.

20 **MR. JESSE GARDNER:** So approximately two months out of
21 service.

22 **MR. BRANDON RICHARDS:** Okay.

23 **MR. JESSE GARDNER:** But do you recall that when the trains
24 returned to service it wasn't a full fleet. It was seven trains and then eight, went up to
25 nine and eventually eleven and stayed at eleven for many months.

26 **MR. BRANDON RICHARDS:** Yes, I do remember the incremental
27 increase, yes, as trains became available. Yeah, I remember that.

28 **MR. JESSE GARDNER:** So in terms of the return to service plan,

1 if RTG had provided a plan that was sufficient the first time around and didn't take so
2 many iterations, is it fair to say that service would have returned earlier?

3 **MR. BRANDON RICHARDS:** It's possible. Yes, it's possible.

4 **MR. JESSE GARDNER:** So I want to take you to one more letter
5 and it relates to the end of the TSB investigation. So it's COW0484893.

6 And do you recognize this document?

7 **--- EXHIBIT No. 285:**

8 COW0484893 – Transportation Safety Board letter to City of
9 Ottawa 2 November 2021

10 **MR. BRANDON RICHARDS:** Yes, that's for the second
11 derailment, yes.

12 **MR. JESSE GARDNER:** Yes, exactly. So scrolling down to page
13 8 of the document, it's the Conclusion section. So I just want to take you through this.
14 So the TSB is giving its conclusion on the second derailment. It says:

15 "The 12 bolts that secured this splined axle stub to the
16 BM-2 number 11 wheel hub were not adequately
17 torqued when installed during refurbishment. It was
18 allowed to enter service without a complete torque.
19 Lack of applied torques led to the failure of all 12
20 retaining bolts after only about 800 kilometres of
21 service."

22 And it goes on to describe the causes of this derailment. So I think
23 you've talked about this before but it's your understanding at the time that the TSB is
24 saying the cause of the second derailment is essentially related to the human error you
25 described earlier which was the failure to torque these 12 bolts, right?

26 **MR. BRANDON RICHARDS:** Correct.

27 **MR. JESSE GARDNER:** Okay. And we talked about the -- oh, we
28 can take the document down. Thank you.

1 We talked about the TRA's involvement. I take it from your
2 evidence earlier that you would agree that the TRA's involvement, additional monitoring
3 was of great service to the system as a whole. It was very helpful.

4 **MR. BRANDON RICHARDS:** Absolutely.

5 **MR. JESSE GARDNER:** Right. And in terms of their ongoing
6 mandate, when you left the City were you confident that Alstom and RTM could
7 maintain an adequate level of service and safety without TRA's direct involvement or
8 additional assistance?

9 **MR. BRANDON RICHARDS:** I don't know that that was something
10 that I had to consider at that point because TRA was sticking around. So that would just
11 be speculation on my part that RTG would be able to sustain that because TA is actively
12 doing their monitoring right now. I would need to rely on their conclusion to their
13 monitoring to be able to decisively say that.

14 **MR. JESSE GARDNER:** So I'll put it another way for you. When
15 you left you were -- you would agree that TRA was still paying a critical needed role in
16 terms of the ability to provide safe and reliable service.

17 **MR. BRANDON RICHARDS:** Yeah, they were very active, yes.

18 **MR. JESSE GARDNER:** Right. And I want to ask you a little bit
19 about safety orders. We talked about how that was a document or a form that you put
20 in place. I want to just confirm or clarify some of your evidence from earlier.

21 Is it fair to say that before you started with the City in your role as
22 Chief Safety Officer this City was complying with its regulatory compliance obligations.
23 But when you came on, you put in place some systems or processes to streamline or
24 assist on that front; is that fair?

25 **MR. BRANDON RICHARDS:** Yeah, I believe I actually said that as
26 well earlier. As far as I understood, the City was still complying with its regulatory
27 obligations before I came.

28 **MR. JESSE GARDNER:** Right. And you issued a few safety

1 orders during your team as CSO; is that right?

2 **MR. BRANDON RICHARDS:** Yeah, there wasn't many because it
3 had just been developed near the end of my tenure.

4 **MR. JESSE GARDNER:** Right. And I think the first one you
5 issued was in September 2021, following the derailment on September 19th; is that
6 right?

7 **MR. BRANDON RICHARDS:** That's the second derailment. I think
8 there might have been another one before that for a safety occurrence. I can't recall if
9 there was a safety order given or if there was a discussion I had with RTG. But
10 definitely, for September 2021, there was a safety order issued, yes.

11 **MR. JESSE GARDNER:** Okay. So I'll take you -- I just want to
12 take you to that document. It's an email, COW0593896. It's an email you sent to Mr.
13 Guerra of RTM. Now, do you recall this email, Mr. Richards?

14 **--- EXHIBIT No. 286:**

15 COW0593896 – Email from Brandon Richards to Mario
16 Guerra et al. Re – Safety Order 20 September 2021

17 **MR. BRANDON RICHARDS:** I mean, I sent it, so I guess I recall it,
18 yeah.

19 **MR. JESSE GARDNER:** You're attaching the safety order I think
20 we were just talking about in relation to the derailment in September, the second
21 derailment?

22 **MR. BRANDON RICHARDS:** Right, and I included Sam Berrada,
23 the RMCO for his awareness.

24 **MR. JESSE GARDNER:** Right. Okay. And in terms of -- I'd like to
25 just show you the safety order, so if we bring it up, it's COW0593897.

26 **--- EXHIBIT No. 287:**

27 COW0593897 – OC Transpo Safety Order 20 September
28 2021

1 **MR. JESSE GARDNER:** So this is the safety order in relation to
2 the second derailment; is that right?

3 **MR. BRANDON RICHARDS:** Yes, I believe so. Yeah.

4 **MR. JESSE GARDNER:** Okay. And if we scroll down to line -- I
5 believe it's line 1 below, the stop work, yeah.

6 So here's where you indicate that there's a stop -- you've exercised
7 your authority to stop service, all service across the line?

8 **MR. BRANDON RICHARDS:** Correct.

9 **MR. JESSE GARDNER:** Right. And if we look up above that, the
10 CSO requested the director of transit operations with -- to work with RTM and Alstom to
11 determine the root cause, perform a risk hazard assessment, provide a process and
12 procedures to ensure vehicle inspections, and provide a report plan to ensure safe
13 operations on Line 1, including a return to service plan.

14 So this is the document that set in motion those requests and tasks
15 that RTM and Alstom would need to fulfill; is that right?

16 **MR. BRANDON RICHARDS:** Yes. And I mean, I suppose what
17 could be mentioned there is that even though it reads the CSO requests, the CSO was
18 actively involved with all those parties to deliver all that as well.

19 **MR. JESSE GARDNER:** Right. So is it fair to say that during your
20 time in this role as CSO with the City, there were adequate measures in place, including
21 from a processes, you know, informed standpoint to deal with these sorts of issues and
22 comply with -- and also to comply with reported obligations under the delegation --
23 delegated authority agreement; is that fair?

24 **MR. BRANDON RICHARDS:** I'm not sure I'm following that. Can
25 you try to reword it?

26 **MR. JESSE GARDNER:** Sure. I'll break the question up a little bit.
27 So this is an example of a safety order, the first one I think you put
28 in place, or if not, the second one. You mentioned that there weren't many.

1 My question is, would you agree with me that the City had the
2 appropriate processes in place to manage and handle incidents like this one with the
3 second derailment?

4 **MR. BRANDON RICHARDS:** I mean, I suppose the way I would
5 answer that is, I feel like this process, which is the safety order process that I put in
6 place, yes, provided a good structure and approach to handle a situation such as this.

7 **MR. JESSE GARDNER:** Right. Okay. So we can take this
8 document down.

9 In terms of working with the TRA and providing a return to service
10 plan, is it your recollection or would you agree that it was difficult at times to get certain
11 information or documentation from RTM and Alstom?

12 **MR. BRANDON RICHARDS:** Yes.

13 **MR. JESSE GARDNER:** Okay. Can you describe that a little bit for
14 us?

15 **MR. BRANDON RICHARDS:** I can describe an example off the
16 top of my head was with the compliance team, the -- and my branch would do requests
17 for, you know, a variety of documents, whether it be the RTM safety plan, safety
18 process. And I remember quite often hearing a lot of frustration from my team about
19 being reverted to, you know, different processes, and sometimes not getting what they
20 requested for months, at times.

21 **MR. JESSE GARDNER:** Okay. And so you'd agree with me that
22 that made it difficult in terms of a little more challenging for TRA in terms of performing
23 its work; is that right?

24 **MR. BRANDON RICHARDS:** For TRA, I think with TRA, what I
25 witnessed was a quicker response and turnaround for documentation with TRA, but I
26 would assume that that's because of the urgency of the situation of the line being shut
27 down.

28 **MR. JESSE GARDNER:** Right. Okay.

1 So my final question for you, Mr. Richards, is just would you agree
2 that in response to the cracked wheels and the derailments, the City did everything it
3 could, under the delegation agreement and the PA to satisfy its obligations with respect
4 to safety?

5 **MR. BRANDON RICHARDS:** Yes.

6 **MR. JESSE GARDNER:** Okay. Thank you very much. Those are
7 my questions.

8 **COMMISSIONER HOURIGAN:** All right. Thank you, Counsel.

9 Mr. Richards, it's been a couple of hours since our last break, so
10 we're going to take a brief break and be back in 15. Thanks.

11 **THE REGISTRAR:** All rise. The Commission will recess for 15
12 minutes.

13 --- Upon recessing at 5:19 p.m.

14 --- Upon resuming at 5:48 p.m.

15 **--- MR. BRANDON RICHARDS, Resumed:**

16 **COMMISSIONER HOURIGAN:** All right, next up is counsel for
17 RTG, OLRTC, and RTM.

18 **MR. MANU CHOWDHURY:** Thank you, Mr. Commissioner. For
19 the record, Manu Chowdhury for RTG.

20 **--- CROSS-EXAMINATION BY MR. MANU CHOWDHURY:**

21 **MR. MANU CHOWDHURY:** Good afternoon, Mr. Richards. Oh,
22 you're on mute, sir.

23 **MR. BRANDON RICHARDS:** Good afternoon.

24 **MR. MANU CHOWDHURY:** I want to cover one topic with you
25 relatively quickly, and that pertains to return to service after the second derailment. So
26 the second derailment happened on September 19th, 2021?

27 **MR. BRANDON RICHARDS:** Correct.

28 **MR. MANU CHOWDHURY:** And service was suspended that very

1 day. Do I have that right, sir?

2 **MR. BRANDON RICHARDS:** Correct.

3 **MR. MANU CHOWDHURY:** And the next day, September 20,
4 there was a Transit Commission meet; do you recall that?

5 **MR. BRANDON RICHARDS:** I don't remember there being Transit
6 Commission right after but, if there was, I would have been there.

7 **MR. MANU CHOWDHURY:** Okay. Well, it doesn't matter for our
8 purpose but, suffice it to say, sir, shortly after the derailment, there was a direction from
9 the City to retain a third-party expert who would approve return to service; is that right?

10 **MR. BRANDON RICHARDS:** That's correct, yes.

11 **MR. MANU CHOWDHURY:** And we discussed this already, that
12 would ultimately be TRA.

13 **MR. BRANDON RICHARDS:** Correct.

14 **MR. MANU CHOWDHURY:** But sir, just following the trajectory, on
15 September 23rd, the City advised RTM and RTG that it would be STV that would be
16 retained as the third-party expert; is that right?

17 **MR. BRANDON RICHARDS:** That's correct. Yeah, they were --
18 they were first, yeah.

19 **MR. MANU CHOWDHURY:** And are you aware that there were
20 meetings with RTG and STV on September 26th and 27th of 2021?

21 **MR. BRANDON RICHARDS:** I think I recall that it was specific
22 about the derailment, correct, and sort of analysis as to next steps and whatnot; is that
23 what it was?

24 **MR. MANU CHOWDHURY:** That's my understanding, sir. But
25 again, we don't need to get into the granular details here. Suffice it to say that STV was
26 getting the process rolling about thinking on a return-to-service plan; is that fair?

27 **MR. BRANDON RICHARDS:** Correct. I recall that, yes.

28 **MR. MANU CHOWDHURY:** Shortly after STV started, however,

1 there was some element of a public backlash on STV's appointment in the media. Do
2 you remember this?

3 **MR. BRANDON RICHARDS:** Yes, I recall that.

4 **MR. MANU CHOWDHURY:** And, in a nutshell, the public backlash
5 was that because STV had consulted on the construction process, there was a
6 perception that they may not be independent in regards to the return-to-service plan;
7 would that be fair to say?

8 **MR. BRANDON RICHARDS:** Correct.

9 **MR. MANU CHOWDHURY:** And so around late-September of
10 2021, the City reversed its decision and decided that STV would no longer be the expert
11 in relation to the return-to-service plan; correct?

12 **MR. BRANDON RICHARDS:** Correct.

13 **MR. MANU CHOWDHURY:** Ms. Young already took you to the
14 slide. We're not going to go to it. But my understanding is, sir, then, it's around October
15 4th of 2021 that TRA gets on the scene and has its first meeting with RTG; are you
16 aware of that?

17 **MR. BRANDON RICHARDS:** Not -- I'm aware of it. I just -- I don't
18 know the date, specifically, but I'm aware of, roughly, yes, TRA came on the scene with
19 RTG, yes.

20 **MR. MANU CHOWDHURY:** Yes. But roughly -- and again, we
21 don't need to get into the date, but your understanding is it would be sort of around early-
22 October that this sort of -- they got the process started?

23 **MR. BRANDON RICHARDS:** It sounds right for a timeline.

24 **MR. MANU CHOWDHURY:** Okay. Now, I'll put it to you, sir, and I
25 suspect you won't the date, but my understanding is the City officially TRA as the third-
26 party expert by way of a letter to RTG on October 6th. Do you have any reasons to
27 doubt that date, sir?

28 **MR. BRANDON RICHARDS:** No, I don't.

1 **MR. MANU CHOWDHURY:** Okay. So if we just -- based on my
2 quick math, sir, that would be approximately two and a half weeks after the derailment?

3 **MR. BRANDON RICHARDS:** Yes, that's correct.

4 **MR. MANU CHOWDHURY:** Now, you went over it with Mr.
5 Gardner, and the service was suspended for approximately two months; is that right?

6 **MR. BRANDON RICHARDS:** Correct.

7 **MR. MANU CHOWDHURY:** And it's fair to say, sir, that, during
8 that two months, the City was spending at least some time of it trying to find the right
9 consultants?

10 **MR. BRANDON RICHARDS:** Correct.

11 **MR. MANU CHOWDHURY:** And Mr. Gardner put it to you, and I
12 paraphrase very loosely here, that had RTM not required many iterations of its service
13 plan, it might have been possible to return to service quicker. Do you remember that
14 proposition he put to you, sir?

15 **MR. BRANDON RICHARDS:** Yes, and I still agree with it.

16 **MR. MANU CHOWDHURY:** Yes. By that same logic, sir, would it
17 be fair to say, then, if the City had not spent time on changing consultants and finding
18 the right consultants, it is possible that service could have resumed earlier?

19 **MR. BRANDON RICHARDS:** I don't agree with that because
20 during the time that the City was looking for an independent consultant, RTG could have
21 been doing things to bring that return-to-service plan to fruition sooner, and I don't
22 believe they were.

23 **MR. MANU CHOWDHURY:** Understood, sir, but I think you would
24 agree with me, at the very least, that the City did spend a considerable amount time
25 during that two months trying to find the consultant and changing consultants.

26 **MR. BRANDON RICHARDS:** Agreed.

27 **MR. MANU CHOWDHURY:** Would you agree with that at least?
28 Okay.

1 **MR. BRANDON RICHARDS:** Agreed.

2 **MR. MANU CHOWDHURY:** And just two tiny points of clarification.
3 Are you aware that RTM and RTG provided their first return-to-service plan on October
4 3rd?

5 **MR. BRANDON RICHARDS:** I must have seen it. I don't
6 remember it being October 3rd, but I -- I don't recall it being October 3rd. But if they did -
7 - was it a letter -- was it an official to the City?

8 **MR. MANU CHOWDHURY:** My understanding, sir, is that it was a
9 plan that was presented and not a letter. But it seems like you don't have a firm
10 recollection on this one way or another.

11 **MR. BRANDON RICHARDS:** Okay. I think we should probably
12 stick with I don't have a firm recollection of it.

13 **MR. MANU CHOWDHURY:** Okay, sir. That's good enough on my
14 end. That's all I have for you, Mr. Richards. Thank you for your time.

15 **COMMISSIONER HOURIGAN:** All right. Thank you, Counsel.
16 Next up is Alstom.

17 **MR. CHARLES POWELL:** Thank you, Mr. Commissioner.
18 Charles Powell, counsel for Alstom. We have no questions for this witness.

19 **COMMISSIONER HOURIGAN:** Next is STV.

20 **MR. THEO MOSIVIC:** Thank you. Theo Mosivic for STV. We
21 have no questions for this witness either.

22 **COMMISSIONER HOURIGAN:** Next is Transportation Action
23 Canada, Mr. Jeanes.

24 **MR. DAVID JEANES:** Yes, thank you. David Jeanes, j-e-a-n-e-s.

25 **--- CROSS-EXAMINATION BY MR. DAVID JEANES:**

26 **MR. DAVID JEANES:** Hello, Mr. Richards. I just have five
27 minutes, so very few questions. First of all, about training, it's been mentioned several
28 times during -- by other witnesses that training was under the responsibility of the Chief

1 Safety Officer. Now, I realize that this -- this -- I'm talking about operators and
2 controllers and that this was happening in 2018 and 2019 before you assumed that role.
3 Is it still the responsibility of the Chief Safety Officer?

4 **MR. BRANDON RICHARDS:** You mean after my departure?

5 **MR. DAVID JEANES:** Well, when you were there, was it still -- did
6 the training program still under the responsibility of the Chief Safety Officer?

7 **MR. BRANDON RICHARDS:** Yes. Yes, it did.

8 **MR. DAVID JEANES:** So you would say that a safety culture was
9 a very important part of the training given to operators and controllers, and that there
10 were no compromises there?

11 **MR. BRANDON RICHARDS:** Yes. I would just add that the
12 controllers were not trained in-house. They were trained by a third-party consultant,
13 and I don't know where that's at. So it was just the operators when I was there.

14 **MR. DAVID JEANES:** Okay. Now, regulation of railways by
15 Transport Canada and investigations by the TSB normally applies not only to operating
16 lines of railways but also to railway yards; correct?

17 **MR. BRANDON RICHARDS:** Correct?

18 **MR. DAVID JEANES:** Yeah. So in the case of the Confederation
19 Line, what happened with Transport Canada's delegation of safety responsibility to the
20 City with respect to the MSF? Did the City have any reporting responsibility to the MSF
21 or was there a separate agreement with RTG?

22 **MR. BRANDON RICHARDS:** To Transport Canada?

23 **MR. DAVID JEANES:** Yes.

24 **MR. BRANDON RICHARDS:** Transport Canada, to my
25 knowledge, delegated their regulatory authority to the City. And when it came to
26 reportable incidents and whether it be on the main line or the yard, there was no need to
27 report to Transport Canada.

28 **MR. DAVID JEANES:** So even the annual reports which you

1 talked about which would summarize incidents that had occurred during the year ---

2 **MR. BRANDON RICHARDS:** Okay, sorry, I misunderstood, sir. I
3 thought you meant like rail incidents as they occurred that we reported to TSB.

4 **MR. DAVID JEANES:** Yes. No, I'm saying was there any formal
5 arrangement with Transport Canada of delegation of safety authority that would have
6 applied to the MSF?

7 **MR. BRANDON RICHARDS:** Well, the annual report, as we talked
8 about, the safety management system does encompass the MSF as well as the yard.
9 So if there are occurrences that happened in the yard we would have addressed them
10 in the report.

11 **MR. DAVID JEANES:** Okay And you would have been
12 responsible for that. I'm just understanding the TSB. The TSB receives regular reports
13 of all kinds of incidents, so even minor derailments whether they're on the
14 Confederation Line or in the MSF do get reported to the TSB, correct?

15 **MR. BRANDON RICHARDS:** Correct. And the criteria is defined
16 by the TSB as to what's reportable.

17 **MR. DAVID JEANES:** Yeah. And the TSB also makes a decision
18 on whether it will investigate incidents and to what degree, right?

19 **MR. BRANDON RICHARDS:** Correct.

20 **MR. DAVID JEANES:** Okay, thank you.

21 And when the TSB, for example in the case of the September
22 derailment, came in and took control of the site, do they pre-empt your authority, for
23 example, both in taking control of the accident and the equipment involved?

24 **MR. BRANDON RICHARDS:** Their Act supersedes my authority,
25 yes. If they want to seize equipment it's within their power to do so. And yes.

26 **MR. DAVID JEANES:** But in fact, that didn't really -- that situation
27 didn't really last for that long. That wasn't a significant contributor to the delay in return
28 to service, right?

1 **MR. BRANDON RICHARDS:** No, and just to clarify. The holding
2 of equipment for purposes of their investigation, exactly, it wouldn't be for a long period
3 of time. It would just be to secure the site so that the integrity of their investigation.

4 **MR. DAVID JEANES:** Okay. I have one more question comparing
5 to railway operation. Derailments, including with major damage, are relatively common
6 mainline railways. There was a very important one that occurred within the last year in
7 Prescott, Ontario. And the normal railway practice is to return service as quickly as
8 possible. In that case because it was a double track railway I believe that service was
9 restored within about 24 hours even though it took much longer than that to remove the
10 damaged equipment and repair the second track.

11 You're familiar with that approach by the railways to restore service
12 as soon as they safely can?

13 **MR. BRANDON RICHARDS:** Yeah. I spent about a decade in the
14 freight rail lines, yeah.

15 **MR. DAVID JEANES:** Right, right. I heard that in your
16 background. But in the case of the Confederation Line, was there any consideration
17 given to a partial restoration of service? For example, you know, since most of the
18 damage affected the north track at -- in the case of the September derailment, would it
19 have been possible to contemplate an earlier return to service with single track
20 operation and while the repairs and recertification of the north track proceeded?

21 **MR. BRANDON RICHARDS:** That would have been an approach.
22 But given the root cause of this derailment, it was identified to be human error and
23 therefore the actions needed to ensure safety were beyond simply infrastructure
24 availability and the ability to use vehicles. It was deeper and needed to be investigated
25 and ensuring the safety of the fleet and the infrastructure in order to be able to return to
26 service. So though the infrastructure was there it still needed to be validated to utilize.

27 So I understand your point about rerouting and single tracking and
28 whatnot. That's a world that I'm very familiar with. But in this situation I don't see a way

1 to have safely expedited the return to service.

2 **MR. DAVID JEANES:** Okay. Those are all my questions. Thank
3 you very much, Mr. Richards.

4 **COMMISSIONER HOURIGAN:** Thank you, Mr. Jeanes.
5 Thales is up next.

6 **MS. MARIA BRAKER:** Hello. Maria Braker for Thales. We have
7 no questions for this witness.

8 **COMMISSIONER HOURIGAN:** Next up is ATU Local 279.

9 **MR. JOHN McLUCKIE:** Good evening, sir. Good evening, Mr.
10 Commissioner.

11 **--- CROSS-EXAMINATION BY MR. JOHN McLUCKIE:**

12 **MR. JOHN McLUCKIE:** I won't take very long, Mr. Richards.
13 You're at the end of the day and I'm the last lawyer to get to ask you questions. But I do
14 have a few for you.

15 So I want to talk a little about your authority as a safety officer. So
16 you went through that in some length with Commission counsel in your examination a
17 few hours ago.

18 **MR. BRANDON RICHARDS:** Correct.

19 **MR. JOHN McLUCKIE:** As safety officer you have jurisdiction over
20 the entirety of OC Transpo, correct?

21 **MR. BRANDON RICHARDS:** Correct.

22 **MR. JOHN McLUCKIE:** So the bus operations, the Trillium Line
23 when it was operating, and now ultimately the Confederation Line?

24 **MR. BRANDON RICHARDS:** Correct, and Para as well.

25 **MR. JOHN McLUCKIE:** And Para as well. And the Para Transpo
26 staff and the OC Transpo staff, they're direct City employees, correct?

27 **MR. BRANDON RICHARDS:** Para, I think has a mix of contractors
28 and staff from my recollection, but yes.

1 **MR. JOHN McLUCKIE:** They have a taxi service that operates
2 somewhat but they have buses that OC Transpo runs?

3 **MR. BRANDON RICHARDS:** Yeah.

4 **MR. JOHN McLUCKIE:** And you had an authority over the drivers
5 and the mechanics that serviced those buses?

6 **MR. BRANDON RICHARDS:** From a safety perspective.

7 **MR. JOHN McLUCKIE:** And you had authority over the drivers
8 and mechanics for the larger OC Transpo buses?

9 **MR. BRANDON RICHARDS:** Yes, from a safety perspective.

10 **MR. JOHN McLUCKIE:** And because they were City employees
11 and you were a City employee empowered by the General Manager, they had to do
12 what you told them to do, correct?

13 **MR. BRANDON RICHARDS:** From a safety perspective.

14 **MR. JOHN McLUCKIE:** Right. And I think it went deeper though,
15 that you talked with Commission counsel a few minutes ago -- sorry, my apologies. You
16 talked with counsel for the City of Ottawa a few minute ago that ultimately beyond sort
17 of your ability to stop a specific train or stop service altogether that you really didn't have
18 any tools to enforce your will over RTG, RTM, or Alstom; isn't that true?

19 **MR. BRANDON RICHARDS:** Right.

20 **MR. JOHN McLUCKIE:** That's a different situation than applies at
21 OC Transpo or Para Transpo.

22 **MR. BRANDON RICHARDS:** Correct.

23 **MR. JOHN McLUCKIE:** Because there you can tell the employees
24 what to do and they have to do it because you're given that authority by the General
25 Manager, correct?

26 **MR. BRANDON RICHARDS:** I think within reason, correct.

27 **MR. JOHN McLUCKIE:** And I would submit to you that that's a
28 very different setup between an in-house system and a contracted system like we have

1 here for the Confederation Line. Would you agree with that, sir?

2 **MR. BRANDON RICHARDS:** Agreed.

3 **MR. JOHN McLUCKIE:** And you have more control and more
4 ability to monitor the safety performance of an in-house system than you would of a
5 contracted system such as we have here.

6 **MR. BRANDON RICHARDS:** Agreed.

7 **MR. JOHN McLUCKIE:** Then the next thing I just want to talk
8 about is staffing level. And you went into this with Commission counsel in your
9 interview. And you made a comment that I found interesting. You said that staffing
10 levels and quality go hand in hand. Do you remember saying that earlier, about two
11 hours or so ago, sir?

12 **MR. BRANDON RICHARDS:** Yes.

13 **MR. JOHN McLUCKIE:** I'm going to suggest to you that when
14 maintenance staff get overwhelmed, when there's more work to do than there is time
15 and there's more work to do than there is bodies, things get rushed. Would you agree
16 with that, sir?

17 **MR. BRANDON RICHARDS:** Sorry, I was drinking. Yes, I agree
18 with you.

19 **MR. JOHN McLUCKIE:** So if Alstom didn't have enough
20 maintenance staff on hand to maintain the train properly and maintenance staff were
21 rushed; they felt pressure to do jobs quickly, that in turn creates some of these unsafe
22 situations that you were concerned with as a safety officer, correct?

23 **MR. BRANDON RICHARDS:** Correct. I believe I mentioned that
24 exact before, yeah.

25 **MR. JOHN McLUCKIE:** And that's going to your comment there,
26 that having a proper staffing level goes hand in hand with a good safety record.

27 **MR. BRANDON RICHARDS:** Yeah.

28 **MR. JOHN McLUCKIE:** And you wanted to see Alstom have more

1 staff on the ground for their maintenance functions, correct, sir?

2 **MR. BRANDON RICHARDS:** I wanted -- I was in before TRA to
3 assess the workload requirements of the maintenance and rehabilitation plan to assess
4 and compare against the work force that they had in existence and determine the delta
5 to be able to go in a very factual way and proves to determine if the gap was -- you
6 know, what the gap was.

7 **MR. JOHN McLUCKIE:** because you weren't sure that they had
8 enough maintenance staff; isn't that correct?

9 **MR. BRANDON RICHARDS:** Agreed. I wanted to know what it
10 was.

11 **MR. JOHN McLUCKIE:** On top of that you weren't sure that there
12 was a provision for the maintenance staff; isn't that also true?

13 **MR. BRANDON RICHARDS:** Agreed.

14 **MR. JOHN McLUCKIE:** And you wanted to see Alstom hire more
15 supervisors to check the work versus just do paper checks in their office, correct, sir?

16 **MR. BRANDON RICHARDS:** Agreed.

17 **MR. JOHN McLUCKIE:** And the final thing I just want to ask you is
18 about training for operators. So you had some role to play in the training package for
19 bus operators to become electric rail operators?

20 **MR. BRANDON RICHARDS:** That was structured before I came in
21 but I did oversee the department that transitioned from the bus operator to the ERO
22 pool and that training program.

23 **MR. JOHN McLUCKIE:** And you felt that program provided an
24 adequate level of training for them to safely operate the train?

25 **MR. BRANDON RICHARDS:** I believe so, yeah. We did
26 comparisons with other properties and I believe so, yeah.

27 **MR. JOHN McLUCKIE:** And you had no concerns from a safety
28 standpoint about former bus operators operating the train as EROs, correct, sir?

1 **MR. BRANDON RICHARDS:** No. And obviously through the
2 training it's communicated to be open and transparent about concerns and to guide and
3 support so that safety is first and foremost.

4 **MR. JOHN McLUCKIE:** And you'd agree with me, sir, that the
5 EROs, the individuals that operate the train, they're instructed to have a high regard for
6 safety on the system, correct, sir?

7 **MR. BRANDON RICHARDS:** Higher regard than who?

8 **MR. JOHN McLUCKIE:** Well, they're expected to pay close
9 attention to safety issues on the track and with their passengers. Would you agree with
10 that?

11 **MR. BRANDON RICHARDS:** They are expected to have a high
12 degree of alertness and awareness for safety, yes.

13 **MR. JOHN McLUCKIE:** And would you agree with me that they're
14 dedicated towards providing a safe and reliable system for the public?

15 **MR. BRANDON RICHARDS:** Yes, I would agree with you.

16 **MR. JOHN McLUCKIE:** And that their training is sufficient to let
17 them provide that safe and reliable system for the public?

18 **MR. BRANDON RICHARDS:** Agreed.

19 **MR. JOHN McLUCKIE:** I have no further questions, sir. Thank
20 you very much.

21 **COMMISSIONER HOURIGAN:** All right. Very good.

22 Re-examination?

23 **MS. EMILY YOUNG:** I'm getting the notification that my video has
24 been stopped, but we have no further questions for the witness.

25 **COMMISSIONER HOURIGAN:** All right. That's fine, then.

26 Mr. Richards, I want to thank you for participating today. I know
27 that you're no longer with the City, but you made yourself available; you answered all
28 our questions. You were very helpful in what we're trying to do here, so you have my

1 sincere thanks, sir, and you're excused.

2 We're down until tomorrow at 9:00 a.m.

3 **THE REGISTRAR:** All rise. The hearing is now adjourned for the
4 day and will resume tomorrow at 9:00 a.m.

5 --- Upon adjourning at 6:09 p.m.

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C E R T I F I C A T I O N

8

9 I, Wendy Clements, a certified court reporter, hereby certify the foregoing pages to be
10 an accurate transcription of my notes/records to the best of my skill and ability, and I so
11 swear.

12

13 Je, Wendy Clements, une sténographe officiel, certifie que les pages ci-hautes sont une
14 transcription conforme de mes notes/enregistrements au meilleur de mes capacités, et
15 je le jure.

16

17



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