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**BEFORE THE PUBLIC SERVICE COMMISSION**

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**IN THE MATTER OF LOGAN CITY'S  
PETITION REQUESTING  
INVESTIGATION INTO UNION  
PACIFIC RAILROAD COMPANY'S  
ADMINISTRATION OF AGREEMENTS  
AND MAINTENANCE PROVISIONS**

**DIRECT TESTIMONY OF JAMES  
GOLDEN FOR LOGAN CITY & LOGAN  
EXHIBITS 8-9**

Docket No. 21-888-01

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1 **Q. Please state your name and business address.**

2 A. My name is James Golden. My business address is 4501 South 2700 West, Salt Lake  
3 City, Utah.

4 **Q. By whom are you employed and what is your position?**

5 A. I am employed by the Utah Department of Transportation as Chief Railroad Engineer and  
6 State Safety Oversight Project Manager in the Traffic and Safety Division. I've been in  
7 this position since 2019.

8 **Q. Please briefly describe your responsibilities in that role.**

9 A. As Chief Railroad Engineer for UDOT, I manage the Railway-Highway Crossings (Section  
10 130) Program and also oversee any projects where railways and roadways cross. I'm  
11 specifically responsible to follow Utah Administrative Code R930-5, which includes  
12 organizing Diagnostic Reviews at at-grade rail crossings throughout the state. This comes  
13 into play whenever there is a project that is close to a rail crossing, requests for new  
14 crossings, or closing crossings.

15 **Q. Attached to your written testimony is Logan Exhibit 8. Are you familiar with that**  
16 **document?**

17 A. Yes. Logan Exhibit 8 is true and correct copy of a Master Agreement entered between  
18 UDOT and Union Pacific Railroad Company in March 2013. This agreement was designed  
19 to establish general terms and conditions for Union Pacific's installation or improvement  
20 of active or passive grade crossing warning devices at public highway and street grade  
21 crossings over its tracks. In my role as Chief Railroad Engineer I am familiar with the  
22 Master Agreement because we have researched previous agreements to determine where

23 the maintenance responsibly truly lies. As part of this process, I've have had to look back  
24 to see how agreements have been handled in the past to better understand why there was a  
25 change to what had been a standard practice up until the question came from Logan City.

26 **Q. Is the Master Agreement still in effect?**

27 A. Yes.

28 **Q. Does the Master Agreement address the responsibility for maintaining warning**  
29 **devices at grade crossings?**

30 A. Yes. That is addressed in paragraph 8. It states, "Upon completion of the warning device  
31 installation at any particular grade crossing, the Railroad, at its own expense (Except as  
32 herein or in any future supplement otherwise provided), shall thereafter operate and  
33 maintain said warning devices in proper working condition; PROVIDED, HOWEVER,  
34 that this provision shall not negate the Railroad's eligibility for any further federal, state or  
35 local or other public funds that may become available for the maintenance of said devices."

36 **Q. Have UDOT and Union Pacific entered into any supplement to the Master Agreement**  
37 **that alters paragraph 8 generally, as opposed to for a specific individual project?**

38 A. Not that I am aware of.

39 **Q. Attached to your written testimony is Logan Exhibit 9. Are you familiar with that**  
40 **document?**

41 A. Yes. Logan Exhibit 9 is a true and correct copy of a letter dated June 8, 2021, that I, on  
42 behalf of UDOT, sent to Union Pacific, specifically to its Manager of Industry and Public  
43 Projects, Kenneth Tom.

44 **Q. What was the reason for sending the letter to Union Pacific?**

45 A. As Logan City's project was nearing completion, we felt that there was a safety concern if  
46 the railroad's work was not completed prior to opening the new lanes. As you can see from  
47 the second to last paragraph of the letter, UDOT ordered Union Pacific to proceed with  
48 construction of the crossing improvements at the 1400 North crossing without requiring  
49 additional signal maintenance fees from Logan City.

50 **Q. Did Union Pacific respond to this letter?**

51 A. I did not receive a response to this letter.

52 **Q. Did Union Pacific appeal the decision contained in the letter to the Public Service**  
53 **Commission?**

54 A. Not that I am aware of.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

DATED this 26<sup>th</sup> day of January, 2022, in Salt Lake County, Utah.

  
James Golden