
BEFORE THE PUBLIC SERVICE COMMISSION

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

Docket No. 21-888-01

REBUTTAL TESTIMONY AND EXHIBITS

OF PAUL RATHGEBER

ON BEHALF OF UNION PACIFIC RAILROAD COMPANY

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

2 A. Paul Rathgeber. My business address is 24125 Old Aldine Westfield Road, Spring, Texas
3 77373.

4 **Q. Please state your occupation and employment information.**

5 A. I am employed by Union Pacific (“UP”) and have been for over 24 years. I am currently
6 the Director of Industry and Public Projects and have been in this position for 4 years. In
7 my current position I lead the team that works directly with road authorities on projects
8 such as grade crossing surface and traffic control device installations and upgrades, grade
9 separation, quiet zone and other public projects.

10 **Q. Have you previously filed testimony in this proceeding?**

11 A. Yes. I filed direct testimony on March 1, 2022.

12 **Q. What is the purpose of your rebuttal testimony?**

13 A. The purpose of my rebuttal testimony is to address Logan City witness James Golden’s
14 assertion that the Utah Department of Transportation (“UDOT”) could order UP to
15 proceed with crossing improvement construction.

16 **Q. James Golden has testified that UDOT ordered UP to proceed with construction of**
17 **the crossing improvements at the 1400 North crossing without requiring Logan City**
18 **to pay signal maintenance fees. In your experience, is it common practice for a state**
19 **DOT or other state regulatory agency to order UP to make crossing improvements**
20 **like those requested by Logan City before UP and the other party have entered into**
21 **a Construction and Maintenance Agreement?**

22 A. No. It is uncommon for an agency that is not party to the agreement to insert itself,
23 particularly where property rights are involved. Taking such an action may have the

24 effect of interfering with good-faith contract negotiations between UP and the other
25 party.

26 **Q. Does this conclude your rebuttal testimony?**

27 A. Yes.