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Office of Proceedings
April 15, 2025
Part of
Public Record

April 15, 2025

VIA E-FILINGCynthia T. Brown, Chief
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington DC 20423-0001Re: Sierra Northern Railway – Acquisition and Operation Exemption – In
Yolo County, California, FD 36841

Dear Ms. Brown:

Pursuant to 49 C.F.R. §§ 1150.41, *et seq.*, Sierra Northern Railway, a Class III railroad, hereby provides notice of its class exemption from 49 U.S.C. § 10902 for its acquisition and operation of a 0.58-mile double-track rail line that extends from milepost 4.01 to milepost 4.31 in Yolo County, California. A \$2,500.00 filing fee has been paid via Pay.gov. If there are any questions about this matter, please contact me directly, either by telephone at 202-663-7831 or by e-mail: czorbaugh@mullinslawgroup.net. If I am unavailable, you may contact Spencer M. Naake, who can be reached at (202) 663-7829 or by e-mail at snaake@mullinslawgroup.net.

Respectfully submitted,

*/s/ Crystal M. Zorbaugh*Crystal M. Zorbaugh
Attorney for Sierra Northern Railway

Enclosures

FILED
April 15, 2025
SURFACE
TRANSPORTATION BOARDFEE RECEIVED
April 15, 2025
SURFACE
TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36841

**SIERRA NORTHERN RAILWAY
– ACQUISITION AND OPERATION EXEMPTION –
IN YOLO COUNTY, CALIFORNIA**

**VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 CFR §§ 11540.41, ET SEQ.**

**Crystal M. Zorbaugh
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Attorneys for Sierra Northern Railway

April 15, 2025

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36841

**SIERRA NORTHERN RAILWAY
–ACQUISITION AND OPERATION EXEMPTION –
IN YOLO COUNTY, CALIFORNIA**

**VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 CFR §§ 11540.41, ET SEQ.**

INTRODUCTION

Pursuant to the Board’s regulations at 49 C.F.R. §§ 1150.41, et seq., Sierra Northern Railway (“SNR”), a Class III short-line railroad,¹ hereby submits this Verified Notice of Exemption (“Notice”) from the prior approval requirements of 49 U.S.C. 10902 for the acquisition and operation of a double-track rail line 0.58-mile line or railroad in Yolo County, California (the “Line”).

The double-track rail line extends between Milepost 4.01 and Milepost 4.31² within the Sacramento-Yolo Port District (“Port District”). The Line was originally constructed as 49

¹ *For the original 1995 acquisition of SNR by Sierra Railroad Company (“SRC”), see Coast Enterprises, Inc. – Acquisition Exemption – Sierra Pacific Coast Railway, Inc.; Sierra Railroad, a Division of Coast Enterprises, Inc. – Operation Exemption – Coast Enterprises, Inc., FD 32818 (ICC served December 20, 1995). For Woodland Branch/Sierra Railroad Company (“SRC”) Corporate family exemption (merger of Woodland Branch and Oakland Branch lines into newly created SRC corporate family), see Sierra Railroad Company—Acquisition of Control Exemption-Yolo Shortline Railroad Company, FD 34351 (STB Served June 11, 2003); For Santa Paula Branch, see Sierra Northern Railway – Lease and Operation Exemption – Ventura County Transportation Commission, FD 36570 (STB served December 17, 2021).*

² The total of the mileposts includes the switch on the adjacent leased line.

U.S.C. § 10906 industrial track³ to serve SNR’s transloading customers within the Port District and connect SNR’s customers to existing Port District track: a 3.1-mile rail line, (sometimes referred to as the Sacramento-Yolo Port Belt Railroad), which SNR’s predecessor, the Yolo Shortline Railroad (“YSR”), sought Board authority to lease in 2003 (“Leased Track”).⁴ SNR’s lease and operation within the Port District of the 49 U.S.C. 10901 (main line) and 49 U.S.C. 10906 (excepted track) have been subject to the Board’s jurisdiction since 2003.⁵

Due to the growth of its transloading customers, SNR now seeks to convert its 49 U.S.C. § 10906 excepted double-track rail line, referred to herein as the Line, into 49 U.S.C. § 10901 (the “Track Conversion”) by requesting the Surface Transportation Board’s (the “STB” or “Board”) authority to acquire and operate over the Line to provide common carrier rail service to

³ See Swanson Rail Transfer, LP—Declaratory Order—Swanson Rail Yard Terminal, FD 35424, slip op. at 3 (STB served June 13, 2011) (“Swanson Rail”) (noting that “pursuant to 49 U.S.C. 10906, no Board authority is required for an existing carrier to construct ancillary ‘spur, industrial, team, switching, or side tracks’”); see also Pinelawn Cemetery—Petition for Declaratory Order, FD 35468, slip op. at 6 (STB served April 21, 2015) (“Pinelawn Cemetery”) (“Certain rail track... can be added or removed from the system without a license from the Board. Specifically, many rail operations require additional trackage for loading, reloading, classification, storage, and switching operations that are “incidental to, but not actually and directly used” in the carrier’s line-haul transportation.”); citing Nicholson v. ICC, 711 F.2d 364, 367-68 (D.C. Cir. 1983) (quoting Detroit & Mackinac Ry. V. Boyne City, 286 F. 540, 546 (E.D. Mich. 1923)).

⁴ See Yolo Shortline Railroad Company—Lease and Operation Exemption—Port of Sacramento, FD 34114 (STB served February 3, 2003) (“2003 Lease and Operation Exemption”). Shortly after the Yolo Shortline Railroad (“YSR”) received authority from the Board for the lease and operation of the 3.1-mile rail line, YSR was acquired by SNR’s parent company, SRC. See FN 1. Subsequent to the acquisition of YSR by SRC, the 3.1-mile rail line was operated pursuant to the same lease by SNR. SNR currently provides common carrier service to both the CEMEX West Sacramento Plant (“CEMEX”) (to the east) and Farmer’s Rice (“Farmer’s”) (to the west) in order for CEMEX and Farmer’s to connect with the Union Pacific Railroad Company (“UP”) and Burlington Northern Santa Fe Railroad (“BNSF”).

⁵ Railroad lines subject to the Board’s licensing requirements remain subject to Board jurisdiction unless and until the Board authorizes the line’s abandonment and the abandonment is consummated. See City of Creede, Colo.--Pet. for Declaratory Order (City of Creede), FD 34376, slip op. at 8 (STB served May 3, 2005); Atchison, Topeka & Santa Fe Ry.--Aban. Exemption--in Lyon Cnty., Kan. (Lyon County), AB 52 (Sub-No. 71X), slip op. at 4 (ICC served June 17, 1991).

See Pinelawn Cemetery, slip op. at 9; citing Thomson v. Tex Mexican Ry., 328 U.S. 134, 144 (1946) (“the Supreme Court long ago held that rail lines cannot be removed from that national rail system without authorization from the ICC even if their underlying leases have expired”); Id. at 7 (noting that “because it is part of the national rail system, the excepted track is subject to federal regulation”).

its more expansive transloading operations/customers.⁶ See East Chicago Rail Terminal, LLC—Acquisition and Operation Exemption—Rail Line of Chrome, LLC at East Chicago, IN, FD 36482 (STB served February 12, 2021) (granting authority to acquire and operate side track where ECRT “propose[d] to hold itself out to provide common carrier rail service to [a] shipper and also to the general public over the Rail Line (including rail-truck and/or truck-rail transloading service)”). Here, SNR seeks to do the same by converting the Line into STB jurisdictional 10901 track and holding itself out to provide common carrier rail service to its transloading customers via a tariff.⁷

SPECIFIC INFORMATION REQUIRED BY THE REGULATIONS

49 C.F.R. 1150.43 specifies certain information that must be included in a Verified Notice of Exemption filed pursuant to 49 C.F.R. § 1150.41. The required information is provided below.

(a) Full Name and Address of the Applicant

The full name and address of the applicant is:

Sierra Northern Railway
1745 Enterprise Blvd
West Sacramento, CA 95691

⁶ SNR’s transloading customers now include P66, Musket, Silica Services, Stella Jones, Carbide Industries, Advanced Logistics, and Lineage. See Exhibit A – Shipper Letters, which includes letters of support from Advanced Logistics, Lineage, and Stella Jones.

⁷ See Exhibit B – Tariff.

(b) Name, Address, and Telephone Number of Representatives to Receive Correspondence:

SNR's representatives are:

Crystal M. Zorbaugh
Spencer M. Naake
MULLINS LAW GROUP PLLC
2001 L Street NW, Suite 720
Washington, DC 20036
Tel: (202) 663-7831

(c) Statement Regarding Agreement

As stated above, SNR is proposing to convert the 0.58 miles of double-track rail line from 49 U.S.C. § 10906 track to 49 U.S.C. § 10901 track to provide common carrier rail service to its more expansive transloading customers. As SNR already owns the Line, no agreement is necessary for consummation of the Transaction.

(d) The Operator of the Property

SNR, a Class III rail carrier, has been the operator of the Line since it was constructed as 10906 industry track and will remain the operator of the Line following the consummation of the Track Conversion.

(e) Brief Summary of the Transaction

a. Name and Address of the Railroad Transferring the Subject Property:

SNR is the current owner of the Line and will remain the owner of the Line following the consummation of the Track Conversion.

b. Proposed Schedule for Consummation

SNR's proposed Track Conversion will occur on or after the effective date of the Notice (30 days after filing).

c. Mileposts of the Property

SNR's double-track rail line extends from Milepost 4.01 to Milepost 4.31 within the Port District.

d. Total Route Miles

SNR will continue operations over the Line currently owned by SNR. SNR will also continue to operate over the related 3.1 miles of contiguous trackage known as the Sacramento-Yolo Port Belt Railroad and owned by the Port District.

(f) Map

A Map depicting the SNR Line is attached as Exhibit C.

(g) Certificate of Projected Revenues & Advance Notice Requirements (49 C.F.R. 1150.42)

The required certificate is attached, along with the verification for this Notice. See Verification and Certification, attached as Exhibit D. The projected annual rail revenue of SNR from operations of the Line will not exceed \$5 million. Further, SNR's projected annual operating revenues are not expected to exceed those that would qualify it as a Class III carrier. Accordingly, the advance notice requirements of 49 C.F.R. § 1150.42(e) do not apply to the transaction.

(h) Interchange Commitments

The transaction that is the subject of this Notice, the proposed Track Conversion, does not directly involve any provision or agreement that may limit future interchange with a third-party connecting carrier, nor is the Line currently subject to any agreement that imposes such an

interchange commitment.⁸ The transaction will not result in any adverse change in competition or service levels or any significant operational changes.

Labor Protection

Because the proposed transaction involves Track Conversion from 49 U.S.C. § 10906 industrial track to 49 U.S.C. 10901 mainline track by SNR, a Class III railroad, employee protective conditions may not be imposed as a condition of this exemption. See 49 U.S.C. § 11326(c).

Environmental and Historical Reports

Under 49 C.F.R. § 1105.6(c)(1), the proposed transaction is exempt from environmental reporting requirements because it will not result in a “significant change in carrier operations” and does not exceed the thresholds in 49 C.F.R. § 1105.7(e)(4) or (5). Specifically, the transaction that is the subject of this Notice will not cause a diversion of (1) more than 1,000 rail carloads a year to motor carriage or (2) an average of 50 carloads per mile per year for any part of these lines to motor carriage. Nor will the transaction result in (1) an increase in rail traffic of at least 100 percent or an increase of at least eight trains a day on any segment of the subject rail line; (2) an increase of rail yard activities of at least 100 percent; or (3) an average increase in truck traffic of more than 10 percent of the average daily traffic or 50 vehicles a day. This transaction will not exceed the thresholds of 49 C.F.R. § 1105.7(e)(5)(ii). The transaction will not result in the transportation of any ozone-depleting materials. Therefore, pursuant to the Board’s regulations at 49 C.F.R. § 1105.6(c), no environmental documentation is required.

⁸ SNR’s Line connects to the Leased Track, which pursuant to the original Railroad Lease and Operating Agreement between YLR (renamed SNR in 2003) and the Port District includes an interchange where SNR, as lessee, is required to make agreements with UP and BNSF so that railroad traffic may be interchanged, delivered, received, and otherwise handled in accordance with standard railroad practices. These are standard interchange agreements and neither the existing lease nor the proposed lease include any limitations on interchange or “paper barriers.”

Similarly, under 49 C.F.R. 1105.8(b)(1), the acquisition and operation of the Line is exempt from historic preservation reporting requirements. The proposed acquisition will continue the status quo concerning freight rail operations, and SNR does not intend to dispose of or alter properties subject to the STB's jurisdiction that are 50 years or older. Accordingly, no environmental or historical documentation is required.

Caption Summary (49 C.F.R. § 1150.44)

A caption summary in the appropriate form is attached as Exhibit D to this Notice.

Conclusion

Pursuant to 49 C.F.R. §§ 1150.41, et seq., SNR, with the support of its transloading customers, respectfully requests that the Board exempt its acquisition and operation of the Line from regulation under 49 U.S.C. § 10902 upon the effective date of the Notice.

Respectfully submitted,

/s/ Crystal M. Zorbaugh

**Crystal M. Zorbaugh
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Counsel for Sierra Northern Railway

April 15, 2025

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36841

**SIERRA NORTHERN RAILWAY
–ACQUISITION AND OPERATION EXEMPTION –
IN YOLO COUNTY, CALIFORNIA**

**VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 CFR §§ 11540.41, ET SEQ.**

EXHIBIT A

SHIPPER LETTERS



February 27, 2025

VIA E-FILING

Cynthia T. Brown, Chief
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington DC 20423-0001

Re: Sierra Northern Railway – Acquisition and Operation Exemption – In
Yolo County, California, FD 36841

Dear Ms. Brown:

Lineage files this letter in support of Sierra Northern Railway's ("SNR") Notice of Exemption ("Notice"), which relates to the acquisition and operation of a 0.58-mile rail line in Yolo County, California (the "Line"). The Line extends between Milepost 4.01 and Milepost 4.31 within the Sacramento-Yolo Port District ("Port District"). The Line was constructed between 2020 and 2024 to serve SNR's transloading customers, including Lineage and was intended to connect to a 3.1-mile rail line, known as the Sacramento-Yolo Port Belt Railroad, operated by SNR pursuant to a lease.

Lineage understands that SNR, due to the growth of its transloading customers, now seeks to convert its 49 U.S.C. § 10906 excepted track, the Line, into 49 U.S.C. § 10901 (the "Track Conversion") by requesting the Surface Transportation Board's (the "Board") authority to acquire and operate over the Line to provide common carrier rail service to its more expansive transloading operations/customers.

Lineage supports SNR's Notice as while SNR currently provides us a critical connection to the national rail network, SNR's ability to provide rail service as a common carrier, including the assurance of standard rates in a published tariff, will provide more certainty to our operations and is in our company's best interests.

We request that the Board exempt SNR's Notice as SNR's track conversion will allow Lineage to have the assurance of common carrier rail service over the Line, which will provide SNR's transloading customer within the Port District more certainty in terms of safety, reliability, and rates.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Bartell", written over a horizontal line.

Gary Bartell
Manager, Facility Maintenance



February 27, 2025

VIA E-FILING

Cynthia T. Brown, Chief
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington DC 20423-0001

Re: Sierra Northern Railway – Acquisition and Operation Exemption – In
Yolo County, California, FD 36841

Dear Ms. Brown:

Advanced Logistics files this letter in support of Sierra Northern Railway’s (“SNR”) Notice of Exemption (“Notice”), which relates to the acquisition and operation of a 0.58-mile rail line in Yolo County, California (the “Line”). The Line extends between Milepost 4.01 and Milepost 4.31 within the Sacramento-Yolo Port District (“Port District”). The Line was constructed between 2020 and 2024 to serve SNR’s transloading customers, including Advanced Logistics, and was intended to connect to a 3.1-mile rail line, known as the Sacramento-Yolo Port Belt Railroad, operated by SNR pursuant to a lease.

Advanced Logistics understands that SNR, due to the growth of its transloading customers, now seeks to convert its 49 U.S.C. § 10906 excepted track, the Line, into 49 U.S.C. § 10901 (the “Track Conversion”) by requesting the Surface Transportation Board’s (the “Board”) authority to acquire and operate over the Line to provide common carrier rail service to its more expansive transloading operations/customers.

Advanced Logistics supports SNR’s Notice as while SNR currently provides us a critical connection to the national rail network, SNR’s ability to provide rail service as a common carrier, including the assurance of standard rates in a published tariff, will provide more certainty to our operations and is in our company’s best interests.

We request that the Board exempt SNR’s Notice as SNR’s track conversion will allow Advanced Logistics to have the assurance of common carrier rail service over the Line, which will provide SNR’s transloading customer within the Port District more certainty in terms of safety, reliability, and rates.

Sincerely,

Don Cathcart
Chief Operating Officer



February 27, 2025

VIA E-FILING

Cynthia T. Brown, Chief
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington DC 20423-0001

Re: Sierra Northern Railway – Acquisition and Operation Exemption – In
Yolo County, California, FD 36841

Dear Ms. Brown:

Stella Jones files this letter in support of Sierra Northern Railway’s (“SNR”) Notice of Exemption (“Notice”), which relates to the acquisition and operation of a 0.58-mile rail line in Yolo County, California (the “Line”). The Line extends between Milepost 4.01 and Milepost 4.31 within the Sacramento-Yolo Port District (“Port District”). The Line was constructed between 2020 and 2024 to serve SNR’s transloading customers, including Stella Jones and was intended to connect to a 3.1-mile rail line, known as the Sacramento-Yolo Port Belt Railroad, operated by SNR pursuant to a lease.

Stella Jones understands that SNR, due to the growth of its transloading customers, now seeks to convert its 49 U.S.C. § 10906 excepted track, the Line, into 49 U.S.C. § 10901 (the “Track Conversion”) by requesting the Surface Transportation Board’s (the “Board”) authority to acquire and operate over the Line to provide common carrier rail service to its more expansive transloading operations/customers.

Stella Jones supports SNR’s Notice as while SNR currently provides us a critical connection to the national rail network, SNR’s ability to provide rail service as a common carrier, including the assurance of standard rates in a published tariff, will provide more certainty to our operations and is in our company’s best interests.

We request that the Board exempt SNR’s Notice as SNR’s track conversion will allow Stella Jones to have the assurance of common carrier rail service over the Line, which will provide SNR’s transloading customer within the Port District more certainty in terms of safety, reliability, and rates.

Sincerely,

Bob Schuh

Bob Schuh
Regional Sales Manger

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36841

**SIERRA NORTHERN RAILWAY
–ACQUISITION AND OPERATION EXEMPTION –
IN YOLO COUNTY, CALIFORNIA**

**VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 CFR §§ 11540.41, ET SEQ.**

EXHIBIT B

TARIFF

SIERRA NORTHERN RAILWAY

FREIGHT TARIFF SERA 6001

GENERAL CAR DEMURRAGE AND TRANSLOADING RULES

AND

CHARGES

APPLYING

AT ALL POINTS ON THE

SIERRA NORTHERN RAILWAY

DEMURRAGE TARIFF

This tariff is also applicable to intrastate traffic, and traffic within Canada, except where expressly provided to the contrary.

ISSUED: April 4, 2025

EFFECTIVE: April 14, 2025

ISSUED BY

Brenton MacDonald
Vice President & COO
Sierra Northern Railway
1745 Enterprise Boulevard
West Sacramento, CA 95691

FREIGHT TARIFF SERA 6001

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 1 – REFERENCES TO TARIFFS, ITEMS, SUPPLEMENTS, OR OTHER PUBLICATIONS

Reference in this tariff to other tariffs, items, supplements, or other publications refer to such tariffs, supplements, or publications as the same may be supplemented, reissued, or replaced, as applicable.

ITEM 2 – REFERENCES

Reference in this tariff to another tariff by number also applies to such tariff as it may be applicable to intrastate traffic or to traffic within Canada.

When the words “tariffs” or “contracts” are used in this tariff, they refer to tariffs or contracts lawfully on file with the U.S. Surface Transportation Board as to interstate traffic, or with State Commissions as to intrastate traffic, or each of their respective successors.

ITEM 3 – METHOD OF CANCELING ITEMS

As this tariff is supplemented, items with letter suffixes shall cancel correspondingly numbered items in the original tariff or in a prior supplement, with letter suffixes being used in alphabetical sequence starting with “A.” For example: Item 1-A shall cancel Item 1, and Item 1-B shall cancel Item 1-A.

ITEM 4 – LATE PAYMENTS

Consignor or consignee shall pay applicable charges to SERA upon invoice therefor. Invoices are due and payable 30 calendar days following the date of invoice. In the event an invoice has not been paid within 15 calendar days after such payment is due and payable, a late payment charge of 2% shall be assessed on the outstanding balance owed, and then a finance charge of 2% per month shall be assessed on the outstanding balance owed (including payments, late payment charges, and finance charges). Payments shall be applied first to finance charges, second to late payment charges, and then to the outstanding balance.

**RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS**

ITEM 10 – GLOSSARY OF TERMS

For the purpose of this tariff, the following definitions will apply:

ACTUAL PLACEMENT – Actual placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by a consignor or consignee.

ASSIGNED CAR – A car of any ownership specifically requested and assigned to a shipper by a railroad.

CARS HELD FOR LOADING – The complete or partial loading of a car in conformity with the loading and clearance rules of the Class I railroad the cars will be traveling on, and the furnishing of forwarding instructions to SERA.

CARS HELD FOR UNLOADING – The complete unloading of a car and notice received by SERA from the consignee or unloader that the car is empty and available.

CONSIGNEE – The person or entity in whose name cars are ordered or the person or entity who furnishes SERA forwarding directions.

CONSIGNOR – The person or entity to whom a shipment is consigned or the party entitled to receive the shipment.

CONSTRUCTIVE PLACEMENT – When a car consigned or ordered to a private track, an industrial interchange track, or an other-than-public delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at destination, or if it cannot reasonably be accommodated there, at an available hold point and notice shall be sent or given the consignor or consignee that the car is held (naming the hold point if not held at destination) and that SERA is unable to effect placement; provided, however, that if a car is placed on a private track, industrial interchange track, or other than-public delivery track serving the consignor or consignee, the car shall be considered constructively placed without notice.

DEMURRAGE – A charge made on cars held by or for a consignor, loader, consignee, or unloader for loading or unloading, for forwarding directions, or for any other purpose.

DISPOSITION – Instructions furnished or given to SERA which provides for the release or tender of a car from a consignor's, loader's, consignee's, or unloader's account.

FREIGHT TARIFF SERA 6001

EMPTY RELEASE INFORMATION – Notice by a consignor or consignee given to authorized SERA personnel that a car is unloaded and available to SERA. Notice must include the identity of the consignor or consignee, individual furnishing data, and car initial and number.

LOADED RELEASE INFORMATION – Notice by a consignor or consignee to authorized SERA personnel that a car is available to SERA. Notice must include the identity of the consignor or consignee, individual furnishing data, and car initial and number.

FREE TIME – A period of time following actual or constructive placement of a car during which demurrage will not be charged.

HOLIDAYS – Whenever reference is made to “holidays,” it shall mean only the days listed below:

New Year’s Day	January (See note)
Memorial Day	Last Monday of May
Independence Day	July 4 (See note)
Labor Day	First Monday of September
Thanksgiving Day	Fourth Thursday of November
Christmas Day	December 25 (See note)

Note: When one of the above holidays occurs on a Sunday, the following Monday will be observed as the holiday.

LEASED TRACK – Any tracks assigned to a user through a written signed agreement. Leased tracks will be treated the same as private tracks.

LOADER – Party physically loading a car at origin. Demurrage charges will be assessed against the loader, who will be responsible for payment of charges accrued at origin.

OTHER-THAN-PUBLIC DELIVERY TRACKS – Any SERA tracks assigned for individual use or for joint use, including privately owned or leased tracks.

PARTIAL UNLOADING – The partial unloading of a car and the furnishing of forwarding instructions.

PRIVATE CAR – A car bearing other than railroad reporting marks and which is not a railroad-controlled car.

PRIVATE TRACKS – Any tracks not owned by SERA.

PUBLIC DELIVERY TRACKS – Any tracks open to the general public for loading and unloading.

RAILROAD CONTROLLED CAR – A car owned or leased by a railroad.

FREIGHT TARIFF SERA 6001

RAILROAD PREMISES – All tracks which SERA provides for its own uses and purposes or for general public use, and all other tracks located inside of SERA's right-of-way or yards and terminals, except tracks located on or within the confines of property owned or leased by a consignor or consignee.

REFUSED CARLOAD FREIGHT – When a loaded car is refused at destination without being unloaded.

RELOADING – When a car is held for loading after being released as an empty.

SERA – Sierra Northern Railway.

TIME – In the application of this tariff, the time to be properly applied is the time, daylight saving time, or standard time, lawfully in effect in the location where the car is held.

UNLOADER – The person or entity physically unloading a car at destination. Demurrage charges will be assessed against the consignee of record who will be responsible for payment of charges accrued at destination.

**RULES AND OTHER GOVERNING PROVISION GENERAL RULES AND
REGULATIONS**

ITEM 15 – APPLICATION OF DEMURRAGE

All SERA and privately owned cars held for or by consignors, loaders, consignees, or unloaders are subject to demurrage and all storage rules and charges set forth herein.

The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable hereto.

Demurrage and storage charges will be assessed against the loader at origin, and the consignee or care-of-party at destination, who will be responsible for payment of all demurrage and storage charges.

ITEM 20 – CARS NOT SUBJECT TO DEMURRAGE

The following cars are not subject to demurrage:

1. Cars under load with material for SERA, and empty cars held for loading material for SERA, are not subject to demurrage when on SERA's tracks or private sidings connected therewith, including cars loaded or empty cars to be loaded with material delivered to an industry for processing or other handling for SERA.
 2. Cars owned by SERA that are leased for the storage of commodities, while held on a lessee's tracks and not used in transportation service; and
 3. Privately owned cars, while held on industry or leased tracks.
-

ITEM 30 – FREE TIME

Free time will be allowed for cars as follows:

1. Cars held for unloading: 48 hours.
 2. Cars held for loading: 48 hours. For purposes of cars held for unloading, free time will be calculated from the first 8:00 a.m. after actual or constructive placement; provided, however, that Saturdays, Sundays, and Holidays will be non-start days for the calculation of free time.
-

ITEM 40 – DEMURRAGE CHARGES

After expiration of free time, or when free time is not provided, the following charge per car per day or fraction of a day will be made until the car is released: \$100.00 per day, for each chargeable day.

ITEM 50 – COMPUTATION OF CHARGES

1. Demurrage charges will accrue on all Saturdays, Sundays, and holidays subsequent to the first debit day, including a Saturday, Sunday, or holiday immediately following the day on which the first debit begins to accrue.
 2. Charges will be billed on a monthly basis and are due and payable 30 days from the date of invoice.
-

ITEM 60 – NOTIFICATION OF MOVEMENTS

1. SERA will notify all consignors, loaders, consignees, or unloaders unless:
 - A. Notification has been declined;
 - B. Receipt is not possible by the means specified; or
 - C. An alternate party is designated to receive notification and SERA has concurred.
 2. When a consignor, loader, consignee, or unloader is entitled to receive notification, such notification shall be given within 24 hours, of arrival of car at destination or hold point, exclusive of Saturdays, Sundays, and holidays.
 3. When notification is required, such notification may be furnished in writing, verbally, electronically, or via mechanical device. Notification shall include, car initials and number, date received by SERA at interchange, date available for placement or constructive placement at consignee's tracks, and true date and time of actual placement.
-

ITEM 70 – RELEASE

Release is effective when each of the following conditions have been met (as applicable):

1. SERA has received either empty release or loaded release information by electronic or mechanical device;
2. Car is ready and accessible to move when released;

FREIGHT TARIFF SERA 6001

3. Car placed on the interchange tracks of a consignor or consignee who performs their own switching has been returned to the interchange tracks.

A car found to be improperly loaded or overloaded at origin will not be considered released until the load has been adjusted properly and clearance has been obtained.

ITEM 100 – CARS OR LOCOMOTIVES HELD FOR STORAGE

1. This item applies to cars or locomotives on SERA's premises that are not owned or leased by SERA.
2. The storage charge for such cars or locomotives is \$100.00 per day, for each chargeable day.

ITEM 110 – ASSESSORIAL CHARGES FOR TRANSLOADING SERVICES

Transloading

Transloading Product from Railcar to Truck (Box cars & Hoppers)	\$1050/railcar
Transloading Product from Truck to Railcar (Box cars & Hoppers)	\$1050/railcar
Transloading Product from Railcar to Truck (Tank Cars)	\$1250/railcar
Transloading Product from Truck to Railcar (Tank Cars)	\$1250/railcar
Transloading Product from Railcar to Truck (All Other Railcars)	\$1175/railcar
Transloading Product from Truck to Railcar (All Other Railcars)	\$1175/railcar

Storage Not in Railcars when Permitted

Less than 30 days	No Charge
31 to 60 days or fraction thereof	\$3/pallet or Bulk Bag
Each 30 days or fraction thereof beyond 60 days	\$6/pallet or Bulk Bag

Other Charges/Services

Trucking Services (Standard)	\$150/hour
Trucking Services (Specialized Equipment)	\$200/hour
New Bill of Lading (BOL) reissued for previous load	\$35/BOL
Additional truck scale/weighing services	\$35/Weigh

All assessorial charges above are subject to change based on private agreements between Sierra Northern Railway and its customers.

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36841

**SIERRA NORTHERN RAILWAY
–ACQUISITION AND OPERATION EXEMPTION –
IN YOLO COUNTY, CALIFORNIA**

**VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 CFR §§ 11540.41, ET SEQ.**

EXHIBIT C

MAP

Sacramento Division Legend

Sierra Owned Track	
Sierra Leased Track	
Union Pacific	

Transloading Facility

Transloading Facility

CEMEX

Storage Site

Farmers Rice

Storage Site

MP 4.31

MP 4.01

**Sierra Northern Railway
West Sacramento Facility
Customer List:**

P66
Musket
CEMEX
Silica Services
Stella Jones
Carbide Industries
Lineage



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EXHIBIT D

CERTIFICATION AND VERIFICATION

CERTIFICATION AND VERIFICATION

I, Kennan H. Beard III, hereby certify that and verify under penalty of perjury the following:

1. I am the President of Sierra Northern Railway ("SNR") and am therefore qualified to make the subject "Certification and Verification" on behalf of SNR.
2. SNR's actual and projected annual rail revenue from operations of the Line will not exceed \$5 million, and its projected annual operating revenues are not expected to exceed those that would qualify it as a Class III carrier.
3. I have read the foregoing document and verify that the facts stated therein are true and correct.

Executed on April 15, 2025.


Kennan H. Beard III

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36841

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EXHIBIT E

CAPTION SUMMARY

**SURFACE TRANSPORTATION BOARD
NOTICE OF EXEMPTION**

FD 36841

**SIERRA NORTHERN RAILWAY
–ACQUISITION AND OPERATION EXEMPTION –
IN YOLO COUNTY, CALIFORNIA**

Sierra Northern Railway (“SNR”), a Class III rail carrier, has filed a Notice of Exemption (the “Notice”) for the acquisition and operation of a 0.58 double-track rail line in Yolo County, California extending between Milepost 4.01 and Milepost 4.31 (the “Line”) within the Sacramento-Yolo Port District (“Port District”). SNR currently owns and operates over the Line as 49 U.S.C. §10906 track but is filing this Notice to acquire the Board’s authority to convert the Line from 49 U.S.C. §10906 track to 49 U.S.C. § 10901 main line track and operate over the Line in its capacity as a Class III rail carrier.

Comments must be filed with the Board and served on SNR’s representative: Crystal M. Zorbaugh , Mullins Law Group PLLC, 2001 L Street, NW, Suite 720, Washington, DC 20036, (202) 663-7850. This Notice is filed under 49 C.F.R. § 1150.41, et. seq. If the Notice contains false or misleading information, the exemption is void ab initio. Petitions to revoke the exemption under 49 U.S.C. § 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

Decided: _____ By the Board