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Office of Chief Counsel
September 29, 2026
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Justin J. Marks
T (202) 772-0916
F +12027720919
Email:jjmarks@ClarkHill.com

Clark Hill
601 13th Street NW
Suite 600
Washington, DC 20005
T (202) 772-0909
F (202) 772-0919

September 29, 2026

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street SW
Washington, DC 20423

Re: Reading Blue Mountain & Northern Railroad Company – Trackage Rights Exemption
– Wilkes-Barre Terminal Railway Company, STB Finance Docket No. 36959

Dear Chief of Case Administration:

Enclosed for filing on behalf of Reading Blue Mountain & Northern Railroad Company ("RBMN") is a notice of exemption for RBMN to enter into a trackage rights agreement with Wilkes-Barre Terminal Railway Company. The filing fee has been paid via pay.gov.

If you have any questions related to this filing, please let me know.

Sincerely,



Justin J. Marks
Counsel to Reading Blue Mountain & Northern
Railroad Company

Enclosure

FEE RECEIVED
September 29, 2026
SURFACE
TRANSPORTATION BOARD

FILED
September 29, 2026
SURFACE
TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. FD 36959

**READING BLUE MOUNTAIN & NORTHERN RAILROAD COMPANY
– TRACKAGE RIGHTS EXEMPTION –
WILKES-BARRE TERMINAL RAILWAY COMPANY**

VERIFIED NOTICE OF EXEMPTION

(color images included)

Justin J. Marks
Clark Hill PLC
601 13th Street N.W.
Suite 600
Washington, DC 20005
(202) 772-0916
jmarks@clarkhill.com

Eric M. Hocky
Clark Hill PLC
Two Commerce Square
2001 Market St.
Suite 2620
Philadelphia, PA 19103
(215) 640-8523
ehocky@clarkhill.com

*Attorneys for
Reading Blue Mountain & Northern
Railroad Company*

Dated: September 29, 2026

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. FD 36959

**READING BLUE MOUNTAIN & NORTHERN RAILROAD COMPANY
– TRACKAGE RIGHTS EXEMPTION –
WILKES-BARRE TERMINAL RAILWAY COMPANY**

VERIFIED NOTICE OF EXEMPTION

Reading Blue Mountain & Northern Railroad Company (“RBMN”), a Class II railroad, files this Verified Notice of Exemption (“Notice”), pursuant to 49 C.F.R. § 1180.2(d)(7), for RBMN’s acquisition of local trackage rights over a line of railroad to be owned by Wilkes-Barre Terminal Railway Company (“WBT”) pursuant to a written trackage rights agreement between RBMN and WBT.

WBT has agreed to grant local trackage rights to RBMN for RBMN to operate local service in and near Luzerne County, PA, a total distance of approximately 41.79 miles (the “Subject Trackage”). The Subject Trackage consists of the following segments: (1) the Dunmore Secondary Track, between milepost 6.5, at Avoca, and milepost 8.6, at Rocky Glen, a distance of 2.1 miles; (2) the Avoca Industrial Track, between milepost 4, at Rock Street, and milepost 6.5, at Avoca, a distance of 2.5 miles, including the connection with the track of RBMN between “LB” Junction and the switch of the Dunmore Secondary Track, a distance of 0.123 miles, and the Langcliff Connecting Track, between milepost 0.0, at Duryea, and the connection with Norfolk Southern Railway in the middle of York Avenue, at milepost 0.867, a distance of 0.867 miles; (3) the Suscon Industrial Track, between milepost 154.5, at Suscon, and milepost 158.7, at Hillside, a distance of 4.2 miles; (4) the Wilkes-Barre Secondary, between milepost 169.2, at Ashley, and milepost 185.5,

at Pittston, a distance of 16.3 miles; (5) the GWBP Industrial Track, between milepost 0.0, at Ashley, and milepost 0.5 at Hanover Industrial Track, a distance of 0.5 miles; (6) the Brownsville Industrial Track, between milepost 0.0, at Hillside, and milepost 1.0, at Brownsville, a distance of 1.0 miles; (7) the Wilkes-Barre Industrial Track, between milepost 59.9, at Ferry Street, and milepost 62.9, at Wilkes-Barre, a distance of 3.0 miles; (8) the Kingston Industrial Track, between milepost 142.7, at Pittston Junction, and Railroad Station 8594+58, a distance of 8.1 miles; (9) the D&H Wilkes-Barre Connector, from milepost A-208.08, Hudson Yard, to Conyngham Avenue, City of Wilkes-Barre, a distance of 2.5 miles; and (10) the APC line, between milepost 0.0 and 0.6 in Wilkes-Barre, a distance of 0.6 miles..

A Map of the Subject Trackage is attached hereto as Exhibit A. The trackage rights will be effective on or after the effective date of the Board's decision.

Under 49 C.F.R. § 1180.2(d)(7), the acquisition, renewal, or modification of trackage rights by a rail carrier over the lines owned or operated by any other rail carrier or carriers is exempt if the rights are (i) based on a written agreement, and (ii) not filed or sought in a responsive application in rail consolidation proceedings. The trackage rights covered by this Notice are based upon a written agreement, a copy of which is attached hereto as Exhibit B,¹ and is not being sought in a responsive application in a rail consolidation proceeding. Thus, the class exemption is applicable.

Supporting Information

In accordance with the provisions of 49 C.F.R. §1180.4(g), RBMN provides the following information as required by 49 C.F.R. §1180.6(a)(1)(i)-(iii), (a)(5), (a)(6), and (a)(7)(ii):

¹ Exhibit B is a “public” version of the Trackage Rights Agreement. A “highly confidential” version of the Agreement is also being filed along with a motion for protective order.

(a)(1)(i) Description of Proposed Transaction

WBT is granting RBMN trackage rights to enable RBMN to provide local service.

The Subject Trackage consists of the following segments: (1) the Dunmore Secondary Track, between milepost 6.5, at Avoca, and milepost 8.6, at Rocky Glen, a distance of 2.1 miles; (2) the Avoca Industrial Track, between milepost 4, at Rock Street, and milepost 6.5, at Avoca, a distance of 2.5 miles, including the connection with the track of RBMN between “LB” Junction and the switch of the Dunmore Secondary Track, a distance of 0.123 miles, and the Langcliff Connecting Track, between milepost 0.0, at Duryea, and the connection with Norfolk Southern Railway in the middle of York Avenue, at milepost 0.867, a distance of 0.867 miles; (3) the Suscon Industrial Track, between milepost 154.5, at Suscon, and milepost 158.7, at Hillside, a distance of 4.2 miles; (4) the Wilkes-Barre Secondary, between milepost 169.2, at Ashley, and milepost 185.5, at Pittston, a distance of 16.3 miles; (5) the GWBP Industrial Track, between milepost 0.0, at Ashley, and milepost 0.5 at Hanover Industrial Track, a distance of 0.5 miles; (6) the Brownsville Industrial Track, between milepost 0.0, at Hillside, and milepost 1.0, at Brownsville, a distance of 1.0 miles; (7) the Wilkes-Barre Industrial Track, between milepost 59.9, at Ferry Street, and milepost 62.9, at Wilkes-Barre, a distance of 3.0 miles; (8) the Kingston Industrial Track, between milepost 142.7, at Pittston Junction, and Railroad Station 8594+58, a distance of 8.1 miles; (9) the D&H Wilkes-Barre Connector, from milepost A-208.08, Hudson Yard, to Conyngham Avenue, City of Wilkes-Barre, a distance of 2.5 miles; and (10) the APC line, between milepost 0.0 and 0.6 in Wilkes-Barre, a distance of 0.6 miles.

The name, business address and telephone number of Applicant are:

Reading Blue Mountain & Northern Railroad Company
P.O. Box 218
Port Clinton, PA 19589

The name, business address and telephone number of counsel to whom questions regarding the transaction can be addressed are:

Justin J. Marks	Eric M. Hocky
Clark Hill PLC	Clark Hill PLC
601 13th Street N.W.	Two Commerce Square
Suite 600	2001 Market St. Suite 2620
Washington, DC 20005	Philadelphia, PA 19103
(202) 772-0916	(215) 640-8523
jmarks@clarkhill.com	ehocky@clarkhill.com

(a)(1)(ii) Consummation Date

RBMN intends to commence operations on or after October 31, the anticipated effective date of this Notice.

(a)(1)(iii) Purpose of Transaction

WBT is granting RBMN trackage rights on the Subject Trackage to allow RBMN to provide local service.

(a)(5) States in which Property of the Applicant is Situated

RBMN currently operates in Pennsylvania, and the Subject Trackage is located in Pennsylvania.

(a)(6) Map

A map showing the Subject Trackage is attached as Exhibit A.

(a)(7)(ii) Agreement

A copy of the draft Trackage Rights Agreement is attached as Exhibit B.

Labor Protection

Applicant understands that any employees adversely affected by the trackage rights are entitled to protection under the conditions imposed in *Norfolk and Western Railway Company* -

Trackage Rights - Burlington Northern, Inc., 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Railway, Inc. - Lease and Operate - California Western Railroad*, 360 I.C.C. 653 (1980).

Environmental and Historic Documentation

Under 49 C.F.R. §1105.6(c)(4) and 49 C.F.R. §1105.8(b)(3), no environmental or historic documentation is required.

Conclusion

Based on the information provided above, RBMN requests that the Board issue a notice of exemption for the local trackage rights that are the subject of this Notice.

Respectfully submitted,



Justin J. Marks
Clark Hill PLC
601 13th Street N.W.
Suite 600
Washington, DC 20005
(202) 772-0916
jmarks@clarkhill.com

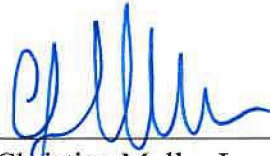
Eric M. Hocky
Clark Hill PLC
Two Commerce Square
2001 Market St.
Suite 2620
Philadelphia, PA 19103
(215) 640-8523
ehocky@clarkhill.com

*Attorneys for Reading Blue
Mountain & Northern Railroad
Company*

Dated: September 29, 2026

VERIFICATION

I, Christina Muller-Levan, verify under penalty of perjury that I am authorized to make this verification on behalf of Reading Blue Mountain & Northern Railroad Company, and that the information included in the foregoing Notice of Exemption is true and correct to the best of my knowledge and belief.



Christina Muller-Levan
Executive Vice President, Strategic Planning

Dated: September 29, 2026

EXHIBIT A

MAP

RBMN Trackage Rights Over WBT

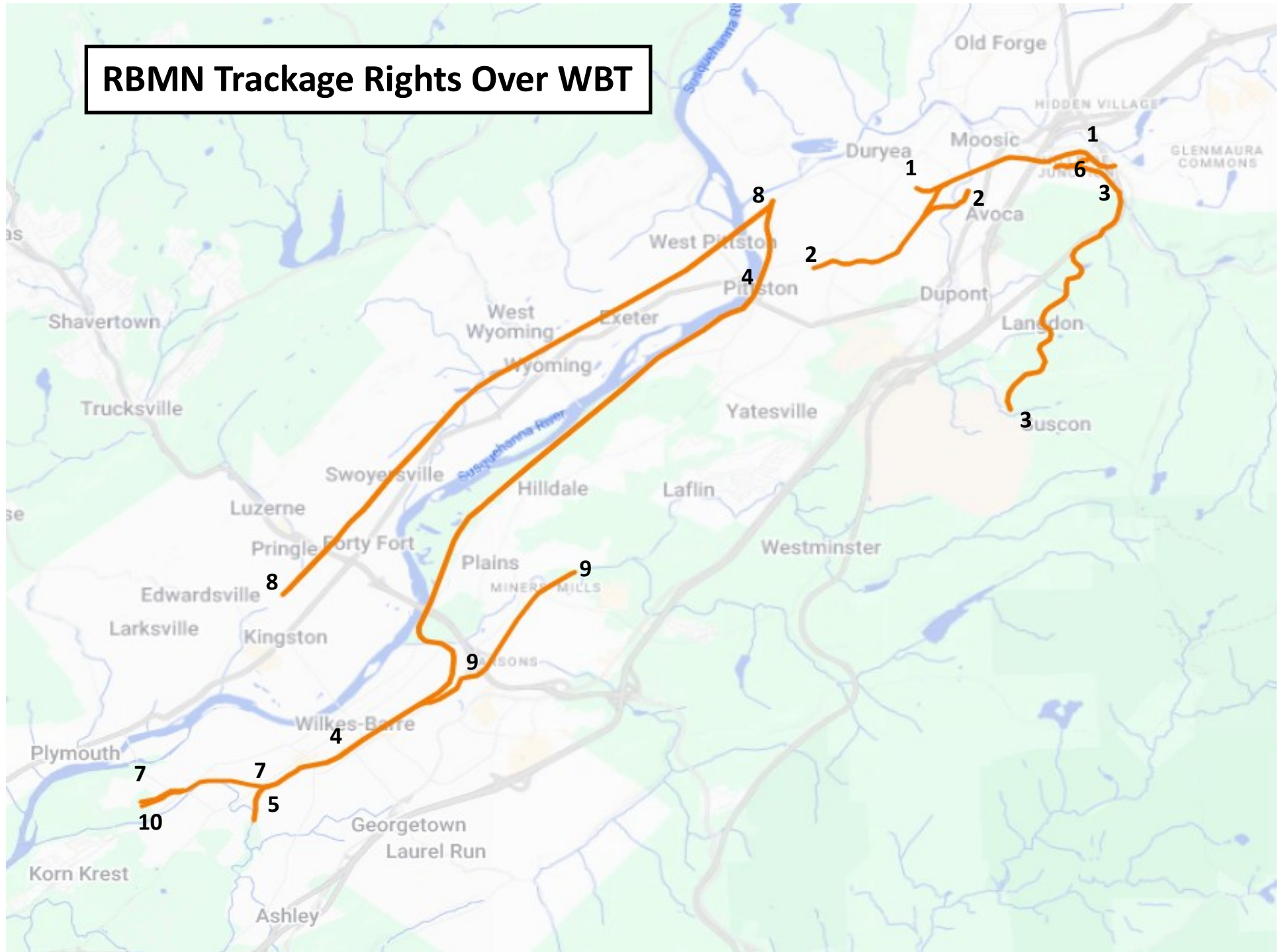


EXHIBIT B

DRAFT TRACKAGE RIGHTS AGREEMENT

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TRACKAGE RIGHTS AGREEMENT

THIS TRACKAGE RIGHTS AGREEMENT ("Agreement") made and entered into as of the __ day of November 1, 2026, by and between **WILKES-BARRE TERMINAL RAILWAY COMPANY** ("WBT" or "Owner"), a Pennsylvania limited liability company, with principal offices at 26 S. 4th St. Hamburg PA, 19526 and Reading Blue Mountain & Northern Railroad Company ("RBMN" or "User"), a Pennsylvania Limited liability company, with principal offices at 1 Railroad Blvd., Port Clinton, PA 19589.

WHEREAS, WBT has acquired the rail line holdings (the "Rail Line Holdings") of the Luzerne County Redevelopment Authority ("LCRA"), including trackage and right of way, approximately 41.19 miles of which were recently operated by R.J. Corman ("RJC-LS") as "lines of railroad." The acquisition also included all Luzerne County Rail Corporation ("LCRC") operating rights relating to the Rail Line Holdings;

WHEREAS, by notice issued October __, 2026, by the Surface Transportation Board ("STB") Docket No. FD 36958, WBT was authorized to provide common carrier rail service over the various rail lines (the "Rail Lines") described in the STB notice and as set forth on Exhibit A attached hereto. The Rail Lines are part of the "Rail Line Holdings";

WHEREAS, the Rail Lines ("the Rail Line Holdings") connect with RBMN's rail lines at Pittston, and with rail lines of Norfolk Southern Railway Company ("NS");

WHEREAS, WBT as a newly-formed entity does not have the employees or equipment to fulfill its common carrier service obligations over the Rail Lines, or to conduct operations over the other Rail Line Holdings;

WHEREAS, in order to fulfill its common carrier service obligations, WBT is entering into this local trackage rights agreement to allow RBMN to provide continuous rail service in its own name to customers on the Rail Lines when the WBT acquisition is effective and the RJC-LS lease terminates as of October 31, 2026; and

WHEREAS, WBT is willing to grant local trackage rights over the Rail Lines and other Rail Line Holdings, and RBMN is willing to operate such local trackage rights, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these mutual covenants and agreements, and other good and valuable consideration hereinafter contained, it is agreed as follows:

SECTION 1. RIGHTS OF USER – FREIGHT SERVICE ON RAIL LINES

A Subject to the terms and conditions contained herein and subject to User obtaining the necessary regulatory authority provided for herein, Owner grants to User local trackage rights over the Rail Lines for the operation of Equipment, it being understood and agreed that User shall have the right and obligation to use the Rail Lines in its business as a common carrier under the provisions of the ICC Termination, as amended.

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B User shall be responsible for, and shall bear all costs of operation under this Agreement.

C Owner shall not be in the routing of any shipments, or be responsible under AAR Rules, for any Car interchanged to User during the term of this Agreement.

SECTION 2. RIGHTS OF USER – USE OF RAIL LINE HOLDINGS, INCLUDING RAIL LINES, FOR OTHER RAIL-RELATED PURPOSES INCLUDING PASSENGER EXCURSIONS

2.1 User may use the Rail Lines and other Rail Line Holdings for the conduct of any other incidental business, enterprise or activity not prohibited by law, provided that such use does not material interfere with User's provision of common carrier freight service on the Rail Lines required under Section 1. Such other business use shall specifically include the provision of passenger excursions.

2.2 User shall be responsible for, and shall bear all costs of its other business operations under this Agreement.

SECTION 3. TERM

3.1 User's operation over the Rail Line pursuant to the local trackage rights granted in this Agreement shall begin at Commencement as defined in Section 10 of this Agreement and shall continue for a period of twenty (20) years (the "Term"), unless extended as provided hereunder, or terminated by mutual agreement of the parties, or either party providing 180 days' written notice of termination.

3.2 So long as User is not in default, User may at its sole option, renew the Agreement for one or more additional ten (10) year terms by providing written notice to Owner at any time within ninety (90) days before the end of the current Term.

3.3 Upon expiration or termination of this Agreement, User will seek STB authority or an exemption for discontinuance of rail service pursuant to the trackage rights covered by this Agreement.

SECTION 4. MAINTENANCE AND ADDITIONS

4.1 User, at its expense, shall perform all ordinary maintenance on the Rail Lines during the Term. This shall include all FRA-required track inspections, bridge inspections, inspection of signals and crossing protection devices, brush and weed control, as well as the dispatch and operational control of all train movements over the Rail Lines, and maintenance of all FRA documentation. In fulfilling its responsibility to maintain the Rail Lines, User shall be bound to use ordinary and reasonable care to maintain the Rail Lines in their FRA track condition as of the Commencement. User has no obligation, but may in its sole discretion, reclassify the Rail Lines, or maintain the Rail Lines to a higher standard. User shall use its own supervision, labor, fuel, materials, and equipment, or that of its agents and/or contractors.

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4.2 Owner will, upon request, join in and cooperate with any application or request for financial assistance for projects involving the Rail Line, from appropriate governmental entities.

4.3 In the event a bridge, culvert, crossing, or significant part of the Rail Lines is substantially destroyed or impaired by an event of Force Majeure, or becomes in need of extraordinary work, restoration, rehabilitation, reconstruction or alteration, User may seek governmental or other disaster assistance, or may embargo or seek to discontinue service over that portion of the Rail Line so affected, and shall have no liability for such work, reconstruction, alteration, repair or replacement over that portion of the Rail Line affected by such event or condition unless it chooses to do so in its sole discretion.

SECTION 5. COMPENSATION

5.1 User shall compensate Owner fifty (50) percent of freight revenues earned by User for its handling of traffic originating or terminating on the Rail Lines.

SECTION 6. LIABILITY AND INDEMNIFICATION

6.1 The provisions of this Section 6 shall apply only as between the parties hereto and their affiliated persons and entities, successors and permitted assigns, and are solely for their benefit. Nothing herein is intended to be for the benefit of any person or entity other than such parties. It is the explicit intention of the parties hereto that no person or entity other than such parties is or shall be entitled to bring any action to enforce any provision hereof against any of the parties hereto, and the assumptions, indemnities, covenants, undertakings and agreements set forth herein shall be solely for the benefit of, and shall be enforceable only by, such parties hereto. Notwithstanding anything contained in this Section 6, no provisions hereof shall be deemed to deprive Owner or User of the right to enforce or shall otherwise restrict any remedies to which they would otherwise be entitled under other provisions of this Agreement as a result of the other party's failure to perform or observe any other obligation or duty created by this Agreement.

6.2 Definitions. The parties agree that for the purposes of this Section 6:

(a) The term "Employee(s)" of a party shall mean all officers, directors, agents, employees, affiliates, contractors and employees of contractors of that party.

(b) "Claim" or "Claims" shall mean any and all claims, suits, actions, causes of action, demands, losses, liabilities, fines, judgments, penalties, costs and expenses whatsoever (including, but not limited to, attorney fees and court costs and expenses).

(c) Any rail carrier hereafter admitted by User to the use of any portion of the Rail Line (for purposes of interchange, detour, or the like), shall, as between the parties hereto, be regarded in the same light as the User. Without limiting the generality of the foregoing, Owner does not assume any responsibility to the User under the provisions of this Agreement for any Claims occasioned by the acts or omissions of any employees of any such other rail carrier, or for any Claims which such other rail carrier shall be obligated to assume in whole or in part pursuant to law or any agreement relating to such other rail carrier's use of any portion of the Rail Line;

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6.3 **Indemnification by User.** As between User and Owner, User accepts the current condition of the Rail Line and shall indemnify and hold harmless Owner, its parents, subsidiaries, affiliated entities, and their respective officers, directors, employees, agents, insurers, attorneys, successors and assigns, from any and all Claims arising out of, related to, or based upon any act or omission of User in the operation and use of the Rail Lines or Rail Line Holdings after Commencement, including any Claims related to the investigation, mitigation or clean-up of wrecks, derailments, spills, or Environmental Problems occurring after Commencement. Nothing herein shall limit the right of User to make claims or seek damages or reimbursement from third parties.

SECTION 7. COMPLIANCE WITH LAWS

Each party shall endeavor to comply with all applicable federal, state and local laws, rules, regulations, orders, decisions and ordinances, and if any failure on the part of any party to so comply shall result in a fine, penalty, cost or charge being imposed or assessed on or against another party, such other party shall give prompt notice to the failing party and the failing party shall promptly assume such liability and/or indemnify the other party for such fine, penalty, cost or charge and all expenses and reasonable attorneys' fees incurred in connection therewith, and shall, upon request of the other party, defend such action free of charge or expense to the other party.

SECTION 8. INSURANCE

User shall obtain and maintain railroad liability insurance, including Federal Employers' Liability coverage, all-risks property insurance coverage in such amounts as User maintains with respect to its operations of its existing rail lines.

SECTION 9. TAXES AND ASSESSMENTS

9.1 Owner shall be responsible for any real estate taxes, license fees, special assessments or other charges that may be levied or assessed against the Rail Line Holdings, provided, however, that Owner may, in good faith contest any such charges through the appropriate procedures. Upon presentation by Owner, User shall timely make payments of any such charges.

SECTION 10. CONDITIONS AND COMMENCEMENT.

This Agreement is contingent upon the following conditions:

10.1 Owner's acquisition of the Rail Line Holdings, and its authorization from the STB to acquire the Rail Lines.

10.2 Commencement shall be on the later of October 31, 2026, or on the effective date of STB authority referenced in Section 10.1.

SECTION 11. NOTICES

All notices, demands, and similar communications required or permitted under this Agreement shall be in writing and shall be deemed properly served if sent by a reputable national

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overnight courier service (i.e.: UPS; FedEx) or if sent by United States Certified Mail, return receipt requested, addressed as follows:

If intended for Owner: Wilkes-Barre Terminal Railway
[address]

ATTN: [name or title]

If intended for User: Reading Blue Mountain & Northern Railway
[address]

ATTN; [name or title]

or at such other address which any party entitled to receive notice hereunder may designate to the other party in writing. Such Notice shall be effective one business day after dispatch by Courier, or three business days after mailing.

SECTION 12. NON-ASSIGNMENT

This Agreement shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns, provided however, that neither Owner nor User may, without the prior written consent of the other, assign this Agreement or any of its rights or obligations hereunder; provided, however, that the use of contractors to perform various functions for User in the ordinary course of business shall not be construed to be an assignment, and further provided that User may, in its discretion, assign this Agreement, to a common carrier affiliate.

SECTION 13. MISCELLANEOUS

13.1 This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. Any litigation involving this Agreement shall be filed and heard in the United States District Court for the Eastern District of Pennsylvania, unless such Court holds that it lacks jurisdiction, in which case such litigation shall be heard in the state courts of Luzerne County, Pennsylvania, and the parties consent to jurisdiction over their person and over the subject matter of such litigation in such Court(s).

13.2 This Agreement and the provisions thereof are for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages or otherwise against any of the parties hereto.

[signatures on following page]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by the duly authorized officers or officials.

Owner:

**WILKES-BARRE TERMINAL
RAILWAY COMPANY**

Dated: _____

By: _____

Name:

Title:

User:

**READING BLUE MOUNTAIN &
NORTHERN RAILWAY COMPANY**

Dated: _____

By: _____

Name:

Title:

DRAFT

EXHIBIT A
RAIL LINES