



## SANTA CRUZ COUNTY GROUP

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Santa Cruz County Regional Transportation Commission

[1523 Pacific Avenue](#)

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by U.S. mail and by email, to [info@sccrtc.org](mailto:info@sccrtc.org)

Subject: Public Review Draft Agreement, RTC with Progressive Rail, for rail freight and rail transportation operations

Dear RTC Commissioners and RTC staff:

The Sierra Club supports, in general terms, the continuation of rail freight service on the Santa Cruz Branch Line. The National Sierra Club's transportation policy statement finds the following: "Freight railroads, especially electrified, are preferred over highway or air freight to save energy and land, and cut noise and pollutant emissions."

That noted, we see the following opportunities to bring the public review draft Agreement into better alignment with existing local land use policies and expectations for environmentally sound practices:

1. Vegetation management and weed control as discussed in section 5.2.2 should be clarified to require best non-toxic management practices to restrict use of pesticides or other toxic substances. We would also like to see some stated commitment in the subsequent section 5.2.3 to control harms to or removals of adjacent mature trees. We note that the tracks go through areas that are highly valued for their biodiversity. We request that Progressive Rail and Commission adopt an environmental protection protocol to assure that any projects such as pruning/vegetation, construction, developments adhere to local, State and Federal environment policies and laws, i.e. bird breeding/nesting season.

2. While we recognize the draft contract excludes the responsibility of Progressive Rail to build fencing, should that be amended, we recommend the contract be modified to include the following intent: Should the

Railway desire to construct any new fencing within the FEP or any other part of the rail corridor property, the fencing shall be located and/or designed to avoid adverse impact on existing wildlife corridors. Furthermore, fencing outside the FEP may only be installed with the prior written consent of the Commission.

3. Increased use of the rail may create challenges for wildlife crossing. We recommend conducting a biological survey to determine areas of frequent wildlife crossing. Track areas of concern will need to include wildlife crossing adaptations.

4. Rail car storage placed on the rail line does not belong in the high-value scenic viewshed of the North Coast including in the Coast Dairies and Sand Hill Bluff (adjoining Wilder Ranch) vicinities. Nor does rail car storage appear compatible with the planned route of the Monterey Bay Scenic Sanctuary Trail. The intended linear siting of rail car storage to generally reduce views of the storage locations just from autos traveling Highway 1 does not resolve the broader viewshed concern. The portion of the contract allowing this North Coast rail car storage should be deleted. All proposed locations for storing rail cars, if any, are subject to prior review and written approval by the Commission.

5. We see section 6.3 of the contract as being vague and subject to disputed interpretations as to whether there will be a defined, functioning limit on what Progressive Rail might choose to do or build on the rail corridor Property, including on the Property but outside the Freight Easement Property. Of special concern is the statement,

"The parties agree that Railway will need to identify and construct additional maintenance and storage locations on the Property, which Railway may do as needed, subject to applicable law and the Commission's prior written consent (subject to the provisions of Section 2.3, which prohibit material interference with Railway's Freight Service rights and obligations under federal law, unless first approved by the STB)."

Might an out-of-state business person later assert this to mean Progressive Rail may build a warehousing storage facility wheresoever it chooses on the rail Property, describing it as one of its freight service operating rights under federal law? Once the contract language is adopted, would the RTC have an uncompromised right to say no to something like a locally incongruent new storage facility of some kind? We don't see that made clear, nor is it spelled out that the RTC shall make its own approval decisions in consultation with and fully compatible with local land use policies of adjoining local jurisdictions.

6. Language needs to be included to prevent transportation or storage of toxic or hazardous freight, including storage of propane on the Branch Line. If the contract is approved without such restrictions, does the county have adequate emergency measures in place in case of toxic or hazardous material spillage or propane fire on the rail line?

7. While passenger rail service is not included in the draft contract, we regard a decade without any progress on passenger service as a long delay. Accordingly, the Sierra Club requests that you consider negotiating with Progressive Rail to undertake upgrading the line to Class 4 continuously welded rail within the time span of the contract.

Thank you for considering and responding to these recommendations. We hope to see their incorporation in the final contract agreement.

Sincerely,  
Gillian

Gillian Greensite, Chair  
Sierra Club, Santa Cruz County Group