



# **TARIFF CSXT 8200-J**

**(Supplement 7)**

**CONTAINING**

**COAL RATE DISTRICTS,**

**MILEAGE SCALE PRICES**

**AND**

**RULES AND PRICES**

**COVERING**

**ACCESSORIAL SERVICES ON**

**COAL (STCC 11) AND COKE (STCC 29 914)**

**(THE DIRECT PRODUCT OF COAL)**

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**COAL/COKE/ACCESSORIAL SERVICES PRICE CATALOG**

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**ISSUED: MAY 28, 2009**

**EFFECTIVE: JULY 1, 2009**

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**SECTION 2 – FROZEN LADING**

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**(ITEM 2010) – DEFINITION OF CUSTOMER**

For the purpose of this Section 2, a Customer shall be the party responsible for the payment of the line haul and accessorial charges associated with the transportation of the coal, coke, or other solid fuel (“Solid Fuel”) shipments subject to thawing. Customer acknowledges that third parties thawing railcars used to transport Solid Fuel in Customer’s account are Customer’s agent(s) with regards to the handling of such railcars.

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**(ITEM 2015) – THAWING COAL CARS WITH POTENTIALLY FROZEN CARGO**

Customers shall be responsible for ensuring that appropriate procedures are used to thaw Solid Fuel that may have frozen in rail cars prior to unloading. This Item shall apply to all rail cars handled or tendered to CSXT for movement either empty or loaded. Rail cars may only be subjected to thawing procedures that comply with the following restrictions:

**I. Limitations on the application of heat:**

- A. Direct flames are to be no closer than one (1) foot to the car body or under frame. Direct flames are not to be directed at trucks, roller bearings and air brake equipment, including air hoses.
- B. Radiant heaters may be directed at the sides or top of the car and the tubs/hoppers only. Heaters may not be directed at the trucks, roller bearings and air brake equipment, including air hoses.

**II. Limitations on temperatures reached:**

Controls must be incorporated into the heating system or the surface temperature of the rail cars must be monitored to ensure the following maximum temperatures are not exceeded. As car temperatures are measured, the temperatures are to be measured at various times during the thawing process to ensure that maximum temperatures are not exceeded. The dwell or timed pulling of cars from thaw sheds are not considered adequate temperature controls. The maximum temperatures shall be:

- A. The temperature of the sides and tubs of the car may not exceed two hundred degrees (200°) Fahrenheit.
- B. The temperature of the trucks, roller bearings and air brake equipment, including air hoses from indirect or ambient heating may not exceed one hundred thirty degrees (130°) Fahrenheit at any time.

**III. Set Aside of Railcars:**

In the event that loaded Solid Fuel railcars cannot be unloaded due to frozen Solid Fuel, and the requirements set forth in Paragraphs I and II cannot be met, the affected railcars should be switched out and set aside without applying any heat. CSX Coal Operations should be contacted by telephone at 800-288-2294 for instructions regarding disposition of such railcars. Applicable supplemental charges set forth in CSXT Tariff 8200, including switching and reconsignment charges, may apply and be assessed for any new movement of the affected railcars.

**IV. Notice of Excessive Heating:**

If any railcar is subjected to thawing in a manner that may have violated the restrictions set forth above, the Customer or its agent(s) shall notify the CSXT General Car Foreman of such possible exposure to excessive heat and identify all such railcars by railcar number. CSX Coal Operations should also be contacted by telephone at 800-288-2294 for instructions regarding disposition of such railcars before allowing the affected railcar to be pulled by CSXT.



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SECTION 2 – FROZEN LADING

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**(ITEM 2020) – INSPECTIONS**

All Customers thawing rail cars containing Solid Fuel, or whose agent(s) thaw rail cars containing Solid Fuel transported for the account of such Customer, must inspect or cause the inspection of all thawing facilities operated by such Customer or its agent(s). All repairs and alterations necessary or useful for complying with Item 2015 shall be made prior to thawing frozen Solid Fuel in railcars. Each Customer shall annually certify to the CSXT General Car Foreman that the inspections and repairs have been completed before initiating thawing operations and shall use commercially reasonable efforts to prevent railcars from being thawed according to processes that they have not certified after inspection.

CSXT reserves the right to inspect any thawing operation. CSXT may require Customer or its agent(s) to correct faults or make alterations in its thawing operation as CSXT deems appropriate to ensure that railcars are not damaged during thawing. Customers agree that they will use commercially reasonable efforts to comply with the requirements in this Section and implement process improvements recommended by CSXT after such an inspection.

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**(ITEM 2025) – SUPERVISION OF THAWING OPERATIONS**

During periods of operation, customers are responsible for ensuring that their personnel or agent(s) thawing railcars containing Solid Fuel delivered by CSXT test the operation of the thawing system weekly to ensure that it continues to operate according to the standards set forth in Item 2015. A record of any temperature readings that indicate that a railcar was exposed to excessive heat shall be forwarded to the CSXT General Car Foreman, including, at a minimum, the date the temperature was recorded, the method of determining the temperature of the affected car part, any specific parts (such as airbrakes or trucks) that may have been overheated, any damage noted, and description of corrective actions undertaken to prevent a recurrence of the overheating of other railcars.

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**(ITEM 2030) – LIABILITY FOR IMPROPERLY THAWED CARS**

To the fullest extent permitted by law, but subject to the other terms and conditions of this Tariff, Customers, jointly and severally, hereby assume, release and shall indemnify, defend, protect and hold harmless CSXT, its affiliates and the officers, directors, agent(s) and employees of any of them, from and against any and all claims, liabilities, losses, damages, causes of action, costs and expenses, including but not limited to attorneys' fees, paralegal fees and costs, for injury to or death of any persons or person whomsoever, including trespassers; loss of, damage to or destruction of property; and for any interruption of CSXT's business operations arising out of or in connection with such consignee's failure to comply with the requirements of Items 2015, 2020, and 2025.

Each Customer, on behalf of itself and its agent(s), acknowledges that the nature of most of the damage caused to railcars by excessive heating, including, without limitation, metal fatigue, cannot be identified by visual inspection and may not be identified in the ordinary course of business. Further, each Customer, on behalf of itself and its agent(s), acknowledges that the damage may be cumulative over a number of overheating incidents over time. Each Customer, therefore, waives any defenses to claims based upon CSXT or another railroad's failure to identify such damage during the inspection of railcars upon their release by the Customer, Customer's agent(s), or a third party.