



CSXT 4048

SUPPLEMENT 3

(Supplement 3 Cancels Original and Supplements 1 & 2 and Contains All Changes)

RULES CIRCULAR

GENERAL AND COMMODITY SPECIFIC RULES

FOR THE MOVEMENT OF WASTE SHIPMENTS

ISSUED: May 30, 2008

EFFECTIVE: June 1, 2008

CSX TRANSPORTATION
Marketing Services
6737 Southpoint Drive South
Jacksonville, FL 32216

Article I. APPLICATION

This Rules Circular contains the general and Commodity-specific rules applying for the rail transportation of waste shipments and shall apply to the following waste commodities:

STCC	Commodity Description
28-197-XX	Radio-Active Or Nuclear Chemicals
40-112-52	Incinerator Ash, No Commercial Value
40-291-XX	Waste or Scrap, NEC
40-291-01	Soil, Chemical Waste Contaminated, NEC, Dry
40-291-05	Solids Or Debris, Other Than Soil Low-Level Radioactive Contaminated, NEC, Dry
40-291-06	Soil, Low-Level Radioactive Contaminated, NEC, Dry
40-291-14	Municipal Garbage Waste, Solid, Digested And Ground, Other Than Sewage Waste Or Fertilizer
40-291-54	Construction And Demolition Debris, Non-Hazardous, Having No Commercial Or Recyclable Value
40-291-73	Municipal Or Commercial Non-Hazardous Solid Waste, Having No Commercial Or Recyclable Value
40-291-76	Automobile Shredder Residue
40-291-89	Sludge, Sewage, Having No Commercial Value
48-XXX-XX	Hazardous Waste Material Or Waste Substances

Excluding the following commodities:

STCC	Commodity Description
40-291-27	Sludge, Sewage, Dry, Fertilizer Material
	See additional exclusions in Article VIII (Applies for Only Radio-Active Waste)

Article II. DEFINITIONS

For the purpose of this Circular, the following terms shall be defined:

- A. Bill of Lading** - A shipping document that is both a receipt for property to be transported and a contract for hauling it, stating the terms, conditions, and liabilities under which property is accepted for transportation.
- B. Circular** – This rules Circular CSXT 4048 as amended or superseded.
- C. Commodity** – Any waste listed in Article I (Application).
- D. Container** – a receptacle, which holds the Commodity.
- E. CSXT** – CSX Transportation Inc. and its rail subsidiaries.
- F. Designated Facility** – the landfill, incinerator or treatment facility to which the Commodity is taken for disposal or treatment.
- G. Destination** – the location (rail station) at which a shipment ends.
- H. Industry** – the shipper or party that tenders the shipment under any Rate Publication referencing this Circular.

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- I. **Origin** – the location (rail station) at which a shipment begins.
- J. **Railcar** – Freight car used in the transportation of Commodity.
- K. **Rate Publication** – the publication issued by railroad showing freight charges. The three types of Rate Publications are Contract, Private Quote and Public Quote. Contracts and Private Quotes are Industry specific (Private). Public Quotes are unrestricted.

Article III. INDUSTRY REPRESENTATIONS

Industry represents, covenants and agrees that it is solely responsible for:

- A. the prior gathering and transportation of the Commodity to the Origin;
- B. the transloading of the Commodity to and from Railcars at the Origin and Destination;
- C. the tendering of Bills of Lading and other necessary information;
- D. the transportation of the Commodity from the Destination to the Designated Facility;
- E. the lawful disposal of the Commodity at the Designated Facility;
- F. the selection of the Designated Facility. Industry further agrees that CSXT has not participated in, nor taken any active interest in such selection; and
- G. the ownership of the Commodity. Industry further agrees that CSXT is responsible solely for the rail transportation of the Commodity to the Destination. Industry further agrees that CSXT will not take ownership of the Commodity and does not vouch for the contents of the Commodity.

Article IV. GENERAL REQUIREMENTS

A. INCORPORATION OF DOCUMENTS

- (i) Except when in conflict, this Circular incorporates all rules, statutes, regulations and CSXT documents that would apply if this Circular did not exist. Industry and CSXT agree it is impractical to specifically list all documents and practices that would apply. In lieu of such a list, the aforementioned items, as amended or superseded, are incorporated herein by reference.

B. FEDERAL, STATE AND LOCAL LAWS AND PERMITS

- (i) Industry shall comply with all applicable federal, state and local laws, ordinances and regulations of any legally constituted authority, including, but not limited to, all laws pertaining to the generation, transportation and disposal of the Commodity. Industry shall obtain any and all permits or licenses required to be obtained and, upon request, shall send copies of said permits and licenses to CSXT.
- (ii) CSXT shall comply with all applicable federal, state and local laws ordinances and regulations (unless preempted) that are applicable to the transportation services provided by CSXT.

C. INDEMNIFICATION

- (i) CSXT hereby agrees to indemnify and hold Industry harmless from and against any and all loss, damage, suits, liability and expenses, arising out of any claim for loss of or damage to property, including without limitation, CSXT's or Industry's property, and injuries to or death of persons, including without limitation, CSXT's or Industry's employees, to the extent caused by CSXT's sole negligence or joint negligence with a third party in performing transportation service, including, but not limited to, damages caused by sudden accidental pollution and shall, at the option of Industry, defend Industry at CSXT's sole expense in any litigation involving the same. Upon delivery of the Commodity transported to the Destination, CSXT shall be relieved from any further obligation with regard to its disposition.
- (ii) Industry hereby agrees to indemnify and hold CSXT harmless from and against any and all loss, damage, suits, administrative actions, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including without limitation, Industry's or CSXT's property or to natural resources, and injuries to or death of persons, including without limitation, Industry's or CSXT's employees, to the extent caused by or resulting from the negligent acts or omissions of Industry, or joint negligence with a third party, including but not limited to a Designated Facility, or a Designated Facility operator designated by Industry, including, but not limited to, damages caused by sudden accidental pollution and shall, at the option of CSXT, defend CSXT at Industry's sole expense in any administrative action or litigation involving the same. Industry's liability shall also include, but not be limited to, claims resulting from defective or malfunctioning Industry supplied Railcars or Containers or the improper loading or unloading of any Railcars or Containers.
- (iii) Industry warrants that the Designated Facility selected to receive a particular type of Commodity is legally permitted to accept such Commodity. Industry shall indemnify CSXT for any "Transporter Liability" pursuant to Section 107(a) and 107(b) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 and any amendments thereto and for any similar liability pursuant to state or local laws which hold a transporter of hazardous waste liable for any release of Commodity from any Designated Facility.
- (iv) Notwithstanding the previous provisions, to the extent the proximate cause of the loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property (including, without limitation, CSXT's or Industry's property) or injury to or death of persons (including, without limitation, CSXT's or Industry's employees), caused by, resulting from, or growing out of the transportation of Commodity under this Circular, cannot be determined, any amount payable shall be apportioned equally between CSXT and Industry. To the extent an act or omission of either party is not the sole cause but contributes to the above loss or damage, each party shall be liable for only that portion of the loss or damage caused by its negligence.

D. LOADING AND UNLOADING

- (i) Industry shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading Commodity into or out of Railcar or Container to be transported by CSXT. Industry shall comply with the loading rules of the Association of American Railroads ("AAR") and applicable federal and state loading rules, or other loading rules, as well as applicable federal and state requirements regarding the handling of the Commodity.
- (ii) Industry shall have the sole responsibility for tendering Railcars and Containers that are free from mechanical defects and safety hazards, such as, but not limited to, bulging sides caused by excessive loading, improper securing of lids on Containers, and improper securing of bungee cords or straps to safety appliances. Industry or its agents shall have the sole responsibility for repairing any and all damages to the Railcar or Container caused by and/or during the loading and unloading process or correcting the safety hazard of the Railcar or Container.
- (iii) Industry shall further be responsible for insuring that the load limits of any Railcar or Container used for transporting Commodity are not exceeded. In the event it is discovered that Railcar has been overloaded, CSXT may set out the Railcar at a location convenient to CSXT and shall notify Industry of the location of the overloaded Railcar. CSXT may then either (1) require Industry to remove the excess weight or (2) move the overloaded Railcar back to the Origin for removal of the excess weight by Industry. In any event, Industry shall be responsible for performing and bearing all costs for movement of the overloaded Railcar and removal of excess weight. CSXT will move the affected Railcar to Destination in such manner and time as is practicable after CSXT receives notice from Industry that excess weight has been removed. Should Industry load any car in excess of the marked maximum weight capacity of the Railcar, Industry will pay the appropriate charge to CSXT, as specified in the CSXT 8100, as amended or superseded.
- (iv) Industry shall also be responsible for inspecting all Railcars after unloading the Commodity there from. Such inspection shall occur off of CSXT property. In the event the Railcar is contaminated by the Commodity, Industry shall be responsible for cleaning and decontaminating the Railcar before its return to CSXT, as well as any adjacent or vicinity property at the Origin, Destination, and/or any location en route where such Commodity has been loaded and/or unloaded in accordance with applicable requirements of federal, state and local laws and regulations including, without limitations, Federal Department of Transportation ("DOT") regulations at 49 Code of Federal Regulations ("CFR") Section 174.57.
- (v) Industry shall indemnify and hold harmless CSXT or the actual owners of the Railcar used from and against any and all liability for loss or damage (including but not limited to loss or damage to personal property, personal injury and/or death, attorneys' fees arising there from, or special and consequential damages) resulting from future use of the Railcar to the extent such loss, damage, personal injury or death resulted from Industry's failure or negligence in inspecting and/or decontaminating the Railcar prior to release to CSXT.

E. COMMODITY CLAIMS

- (i) Industry agrees that no claims will be filed for loss or damage or delay to the Commodity. Should, however, the Commodity be lost or spilled onto the ground due to a derailment, CSXT will locate and/or reload such amount of the Commodity as is feasible and deliver to the Destination in the same or another Railcar.

F. FAILURE TO UNLOAD

- (i) If the Designated Facility refuses to accept delivery of the Commodity for any reason, Industry shall be responsible for any applicable demurrage and additional transportation costs relating to the handling of the Commodity. Industry shall instruct CSXT as to an alternate destination for the Commodity and shall prepare and provide CSXT with any further shipping documents required by federal, state or local regulations. The charge for transporting the Commodity to the alternative destination must be agreed upon by CSXT and Industry prior to the transportation of the Commodity by CSXT to the alternate destination.

G. DEFAULT

- (i) The issuance of a notice of violation or similar enforcement notice or measure to Industry by any applicable governmental agency regarding shipments that are transported for violating odor or leakage regulations, standards or laws shall constitute a default. Industry shall immediately notify CSXT of the issuance of such notice and CSXT has the option to suspend shipments immediately. Industry and CSXT agree to review the causes of the issuance of the notice of violation and possible remedies. CSXT may attempt to complete the lawful delivery of any shipments of Commodity that are in its possession at the time of the suspension. The term of the Rate Publication will not be extended as a result of any suspension.
- (ii) The issuance of a notice of violation of odor or leakage regulations against CSXT regarding a shipment that is in its possession shall constitute a default by Industry. In addition to the remedy in subparagraph above, CSXT may also suspend the Rate Publication and refuse to accept any additional shipments of Commodity until CSXT is satisfied that Industry has taken sufficient steps to correct the source of the odor or leakage. Industry and CSXT agree to review the causes of the issuance of the Notice of Violation and possible remedies. CSXT may attempt to complete the lawful delivery of any shipments of Commodity that are in its possession at the time of the suspension. The term of the Rate Publication will not be extended as a result of any suspension.

H. INSURANCE

- (i) Industry shall at its expense, obtain and maintain during the term of the Rate Publication, in a form and with companies satisfactory to CSXT, the following insurance coverage:

Commercial General Liability insurance with a combined single limit of not less than \$10,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage, contractual liability coverage for liability assumed under the Rate Publication and sudden, and if applicable, nuclear coverage, and accidental pollution coverage. In addition, said policy or policies shall be endorsed to name CSXT as an additional insured and shall include a severability of interest.

- (ii) Industry shall furnish certificates of insurance to:

CSX Transportation, Inc.
Attn: Manager, Risk Management
500 Water Street – J150
Jacksonville, Florida 32202

certifying the existence of such insurance. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or limits without (30) day's advance written notice to CSXT.

- (iii) The insurance coverage required herein shall in no way limit Industry's liability and obligations container in this Circular.

Article V. REVISIONS

Revisions to this Circular will be made from time to time by revising a specific item/page or reissuing the Circular in its entirety.

Article VI. APPLIES ONLY TO MUNICIPAL SOLID WASTE (40 291 73) AND SEWAGE SLUDGE (40 291 89)

A. COMMODITY TO BE TRANSPORTED

- (i) In addition to Articles I through V, this Article only applies to the transportation of Municipal Solid Waste (STCC 40-291-73) and Sewage Sludge (STCC 40-291-89) and does not include hazardous materials, substances (if such substances are in quantities greater than normally generated by households) or wastes as those terms are defined in the Hazardous Materials Transportation Act ("HMTA"), 49 U.S.C. Section 1801, et seq., The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601, et seq., and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901, et seq., as each may be amended from time to time, or any regulations promulgated thereunder, including but not limited to 49 CFR Part 171, et seq., and 40 CFR Part 261, et. seq., and all waste defined or characterized as hazardous, chemical or industrial waste by the state having jurisdiction over the transportation, storage or disposal of such waste.
- (ii) CSXT, at its own cost and expense, may, but is not required to, retain the services of a person or firm for the purpose of testing the Municipal Solid Waste or Sewage Sludge to be shipped or may inspect or test with its own forces. For the purposes of such testing and inspection, Industry agrees to arrange access for CSXT's employees and agents to the transloading facilities of the Commodity, wherever located, during business hours, upon presentation of proper identification.

- (iii) If, despite the prohibitions contained herein, Industry tenders or ships any hazardous materials, substances or wastes, as defined herein, Industry shall indemnify and hold CSXT harmless from any and all loss, damages, suits, administrative actions, liability and expenses (including, but not limited to, legal expenses), arising out of any claim for loss of or damage to property or to natural resources, and death or personal injury to CSXT's employees or third persons. In particular, but without limiting the foregoing, Industry shall indemnify CSXT for any and all containment, cleanup, response, removal, remedial or decontamination expenses, any environmental fines or penalties, and any liability pursuant to Section 107(a) and (b) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 and any amendments thereto, and for any similar liability pursuant to state or local laws. Industry shall provide CSXT, upon request, with a copy of any waste analysis that is required to be submitted to any federal or state agency or to the operator(s) of any Designated Facility that is used for the disposal of the Commodity.
- (iv) Hazardous materials, substances (if such substances are in quantities greater than normally generated by households) and wastes, as defined in this Commodity To Be Transported paragraph, are excluded from, and shall not be submitted for, transportation.
- (v) CSXT has the right to immediately terminate or suspend the further shipments of Commodity, if CSXT determines that Industry has tendered or shipped hazardous materials, substances or wastes in violation of this Circular.

B. CONTAINER STANDARDS

- (i) Containers needed for transportation shall be provided by Industry and shall not display any railroad marks or logos.
- (ii) CSXT's container marking policy requires all containers tendered to CSXT to be registered in UMLER. All containers must be marked with the unique UMLER letter/ digit combination before being tendered to CSX for transportation. Failure to have the container registered and marked will result in the container being rejected.

This policy will be included in all transportation contracts. Waste shippers with their own containers are required to register and mark their equipment if used in rail service. Shippers using leased containers are also required to use only registered and marked containers provided by any container leasing company.

Shippers are also required to utilize this unique marking on any hazardous manifests tendered to CSXT and on all standard bill of lading issued for CSXT car billing.

- (iii) No loaded or empty Railcar will be accepted by CSXT unless the Container is properly sealed.
- (iv) The Containers must be kept clean and steps must be taken by Industry to eliminate leaking and odor. Industry recognizes that in order for the movement covered to be successful, all necessary steps must be taken by Industry to keep the Containers clean and eliminate, as much as reasonably possible, any other objectionable aspects of the movement of the Commodity.

- (v) Industry shall be responsible for necessary cleaning of the Containers before the return to CSXT, as well as necessary cleaning of any adjacent or vicinity property at the Origin, Destination, and/or any location en route where such Commodity has been loaded and/or unloaded in accordance with applicable federal, state, and local laws and regulations.
- (vi) Industry shall be responsible for the spraying of an odor-reducing enzyme into the Containers as necessary to substantially reduce and control any odors that may be emitted from the Containers.
- (vi) Industry shall repair and maintain all Industry provided Railcars used in the transportation of the loaded and empty Containers in accordance with the provisions of the AAR Interchange Rules, as amended or superseded.

C. GENERAL REQUIREMENTS

- (i) The following specifications describe an intermodal, watertight Container to be used for the transport of Municipal Solid Waste or Sewage Sludge.
- (ii) This specification sets forth minimum requirements only. It is the responsibility of the Industry to provide Containers, which the manufacturer has designed and built to meet the use, and wear and tear associated with the particular application, solid waste handling, and railroad use.
- (iii) The Container must have a Certified Test Report from the American Bureau of Shipping ("ABS") or other independent verification agency, that meets all the applicable requirements of the AAR, AAR M930-98, AAR Marine (Appendix A) and Container Safety Certification ("CSC") under ABS "Rules for Certification of Cargo Containers." Certified test reports must be received by CSXT prior to the use of the Container. Copies of the certified test reports must be sent to CSXT at the following addresses:

CSX Transportation, Inc.
Attn: Manager Car Design & Engineering, Mechanical Operations
500 Water Street – J345
Jacksonville, FL 32202

and

CSX Transportation, Inc.
Attn: Business Manager, Waste Products
500 Water Street – J880
Jacksonville, FL 32202

- (iv) A complete set of engineering drawings and specifications with supporting engineering data that meets AAR and CSC under ABS rules must be submitted to CSXT with certified test reports from ABS Engineering Department prior to use of the Container.
- (v) The Container provided by Industry must be a Container for which the manufacturer has performed all required AAR and CSC tests under ABS rules. All tests must have been supervised and certified by ABS. Design and testing shall have been performed for the gross weight rating at which the Container will be used.

- (vi) The Container provided by Industry must be a Container for which the manufacturer has had independent certification of manufacturing processes from ABS during the entire production run. Production certificates from ABS must be provided to CSXT prior to use of the Container.
- (vii) The Container provided by Industry must be a Container for which the manufacturer has obtained a CSC safety approval number and an ABS approval number, which will be provided to CSXT prior to the use of the Container.
- (viii) CSXT has the option to reject any Container that does not comply with the provisions of this Article.

D. DIMENSIONS

- (i) Dimensions: Container dimensions may vary according to the Industry's system requirements. Nominal standard dimensions used in rail transportation are: length - 20' to 48', width - 8' or 8'6", height - 4' to 12'. Due to the nature of the waste business, other sizes may be more efficient maximizing payload and loading/unloading situations. Industry should review Container dimensions with CSXT to assure the complete system compatibility. Dimensional tolerances shall be as per ABS "Rules for Certification of Cargo Containers."
- (ii) Corners: The Containers shall be fitted with eight (8) ISO corner castings, or utilize a passive restrain system, and shall be located to meet AAR standards and tolerances for a Container of the size required. There shall be no protrusion of any kind, including hardware, doors, lids, etc., past the outer envelope of the corner castings.
- (iii) Load Transfers: Load transfer areas on the floor must be provided as per ABS requirements.

E. MINIMUM CONSTRUCTION REQUIREMENTS

- (i) This specification sets forth minimum requirements for ISO type Containers only. It is the responsibility of Industry to provide Containers, which the manufacturer has designed and built to meet the use, and wear and tear associated with this application and solid waste handling equipment in general.
- (ii) Floor shall be designed to handle the design loads of the system and meet ABS loading tests.
- (iii) Sidewall design should have smooth interior walls. All side posts shall be full welded to side sheets. Bottom of side sheet and bottom of formed tubes shall be full welded.
- (iv) All four (4) corners shall have vertical structural welded tubing, between and supporting the top and bottom corner castings. These tubes shall be designed structurally to meet stacking requirements for stacking loaded Containers.
- (v) A venting system shall be installed in the Container to prevent implosion of the Container during unloading. Vents can be manually opened and closed, or passive, always open. Containers will not be air tight with passive venting system.

- (vi) Top of Container may be welded roof or open top.
 - (a) For welded roof Containers, the welded roof shall be a minimum of 14-gauge corrosion resistant steel sheet, full welded and weather tight. Containers with welded roof must have a fire port welded in top side on driver's side.
 - (b) For open top Containers hauling Municipal Solid Waste (STCC 40-291-73), the Containers shall have a solid steel lid with a locking mechanism to guarantee a watertight seal and to prevent removal of lid during transit. Tarps are not acceptable on Containers handling Municipal Solid Waste.
 - (c) For open top Containers hauling Sewage Sludge (STCC 40-291-89), the Containers shall have a high-density polyethylene (HDPE) tarp to guarantee a watertight seal and to prevent removal of lid during transit.
- (vii) Door shall be one (1) piece construction. Liquids present in the Municipal Solid Waste or Sewage Sludge are considered to be a contaminated waste. Therefore, it is imperative to have a proven watertight seal system to keep liquids inside the Container. A proven design of a neoprene gasket shall be provided between the door and doorjamb mating face to guarantee a watertight seal so that no liquids from the waste material can leak out of the Containers. Gasket membrane made of durable material is easily replaceable. Manufacturer shall provide design details, sample, and evidence of successful field usage to owner for approval.
- (viii) Bulkhead shall be designed to resist pressure from loading operations. It shall have vertical structural stiffeners, welded to the bulkhead sheet to resist pressure from loading operations.

F. WATERTIGHT

- (i) Every Container must be fully welded on all floor and sidewall joints and seams on the inside.
- (ii) The Container shall be watertight welded and be tested under strict quality control procedures prior to use.
- (iii) Every newly constructed Container must be filled with a minimum of 20" of water for Municipal Solid Waste Containers, and filled to the top for Sewage Sludge Containers, and let stand for a minimum of thirty (30) minutes and inspected for watertight integrity. This process, if necessary, must be repeated until the Container is inspected and found to have no leaks. The door gasket must be inspected thoroughly during this procedure. A water test certificate shall be provided for each Container stating the water test procedure and signed by the appropriate representative of Container manufacturer.

G. VERTICAL LIFTING FROM THE TOP

- (i) Each and every Container casting and corner post weldment assembly must have been tested and certified by the manufacturer that it has been tested to meet AAR, CSC, ABS requirements to assure casting structural capacity.

H. PREPARATION, BLASTING AND PAINTING

- (i) Preparation - Container shall be completely scraped and ground to that all sharp edges have been ground smooth. All exterior and interior surfaces must be thoroughly cleaned.
- (ii) Paint - Container shall have had all exterior and interior surfaces primed with one (1) coat of rust inhibitive primer. Exterior sides and roof shall have received one (1) coat of enamel.
- (iii) Paint Color - To be selected by Industry.

I. LABELING

- (i) Containers shall have letters and numerical decals 6" high to meet AAR requirement and installed on all four (4) sides, and two (2) on the roof. Number sequence shall be provided by Industry.
- (ii) Containers shall have AAR aluminum placard installed.
- (iii) Containers shall have CSC aluminum placard with CSC approval number installed.
- (iv) Containers shall have ABS aluminum placard installed.
- (v) Containers shall have ABS decal installed.

J. MAINTENANCE CLEANING

- (i) Industry shall be responsible for providing a strict preventative maintenance program on all Containers. This shall include inspection of all welds, gaskets, binders and lids if applicable. All deficiencies shall be noted and promptly repaired.
- (ii) Every Container shall be cleaned after every unloading process to assure all waste material is removed. Containers shall be washed inside and outside periodically to prevent build up of waste material that could cause odors and/or attract vermin or rodents.

Article VII. APPLIES ONLY TO HAZARDOUS WASTE (STCC 48 XXX XX)

A. COMMODITY TO BE TRANSPORTED

- (i) In addition to Articles I through V, this Article only applies to the transportation of Hazardous Waste, which shall mean:
 - (a) all waste defined or characterized as hazardous waste under the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. §6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 et seq., as each may be amended from time to time, and regulations promulgated thereunder;

- (b) all polychlorinated biphenyl (PCB) or PCB contaminated waste;
- (c) all waste defined or characterized as hazardous, chemical, industrial or special waste by either the principal agency of any state of the United States having jurisdiction over hazardous waste or the principal agency of any foreign jurisdiction with respect to hazardous waste generated and transported from outside the United States; PROVIDED, HOWEVER, that the term "Hazardous Waste":
 - 1. Is intended to mean and include those substances which are not normally expected to be disposed of by employing generally accepted sanitary landfill disposal methods;
 - 2. Shall exclude radioactive wastes; and
 - 3. Shall be construed to have the broader, more encompassing definition where there exists a conflict in the definitions employed by two or more governmental agencies having concurrent or overlapping jurisdiction over Hazardous Waste.

B. DOCUMENTATION OF HAZARDOUS WASTE

- (i) The transportation of Hazardous Waste shall be accompanied by all required shipping documents and shall be properly marked, labeled and placarded as required by applicable federal, state and local laws and regulations. Such Hazardous Waste shall also be accompanied by hazardous waste manifests as required by applicable federal, state and local laws and regulations. In particular, but without limiting the generality of the foregoing, the following federal hazardous waste manifest record keeping and reporting requirements shall apply:
 - (a) 40 CFR Part 262 Subparts B and D, to be the obligation of the Industry;
 - (b) 40 CFR Part 263 Subpart B, to be the obligation of CSXT, as its interests may appear;
 - (c) 40 CFR Part 264 Subpart E or Part 265 Subpart E, as the case may be, to be the obligation of the Industry;
 - (d) 49 CFR Section 172.205, to be the obligation of Industry, or CSXT, as their respective interests may appear;
 - (e) 49 CFR Part 174, to be the obligations of Industry or CSXT, as their respective interests may appear; all applicable provisions of the current AAR Bureau of Explosives Tariff No. BOE-6000 ("BOE 6000 Tariff") as such provisions respectively govern shippers and transportation.
 - (f) With regard to polychlorinated biphenyls (PCBs), 40 CFR Part 761 Subparts C, J and K to be obligation of Industry.
- (ii) In addition to manifests and other documentation with each request for transportation services, Industry shall, upon CSXT's request, provide CSXT with accurate and descriptive chemical and physical data on the character of the Hazardous Waste to be transported prior to actual shipment.
- (iii) Industry shall request approval to sign waste manifests from CSXT's Director of Chemical Safety prior to commencement of transportation. The Railcar reporting marks must be recorded on the waste manifest, in Section 15, Special Handling Instructions and Additional Information: (Railcar reporting mark example: CSXT 123456). The manifest may not be signed in this manner until the Bill of Lading is ready to be tendered to CSXT via normal car billing methods. Industry must sign in good faith on behalf of CSXT. A copy of all hazardous waste manifests signed in this manner must be faxed upon signing and before initiation of rail transportation to:

CSX Transportation, Inc.
Attn: Customer Service Operations
Fax: 800-448-8984

and a hard copy mailed to:

CSX Transportation, Inc.
Attn: Director of Chemical Safety
500 Water Street - J875
Jacksonville, FL 32202

C. INCIDENTS AND CREDITS

- (i) In the event of an incident during transportation over CSXT's lines involving a "release" of a "hazardous substance" in "reportable quantities" (as those terms are defined by CERCLA, any regulations promulgated pursuant thereto, and Section 311 of the Clean Water Act), CSXT shall notify Industry or its designated party, and each party shall take immediate action as is required under 40 CFR Part 263, Subpart C (§263.30 and 263.31), and any other applicable federal or state laws, rules or regulations, including the notification of the proper federal and state authorities.
- (ii) CSXT shall be capable of implementing emergency procedures in the event of a "release" of Hazardous Waste occurring during transportation. Such emergency procedures shall conform to all applicable legal and regulatory requirements and provide for the control and cleanup of the discharge so that any hazard to human health or the environment can be expeditiously eliminated. In the event of a "release" of Hazardous Waste occurring on Industry property, Industry shall invoke its own emergency plan to control and clean up the discharge.
- (iii) Regardless of where a "release" occurs, both parties shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard; PROVIDED, HOWEVER, that nothing contained in this paragraph shall alter Industry's responsibilities and obligations.

D. STORAGE OF HAZARDOUS WASTE

- (i) Storage of Hazardous Waste on CSXT property for any reason, whether in preparation for or as a result of a shipment, is prohibited. It is further understood that CSXT is not in the business of storing Hazardous Waste on its property and has no EPA or state Hazardous Waste storage permit to do so.

E. LOADING, UNLOADING, AND DECONTAMINATION

In addition to Article IV Section E,

- (i) Industry shall have the sole responsibility, at its own expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading, and unloading Hazardous Waste into or out of the Railcar to be transported in accordance with all applicable DOT regulations. In addition to any special equipment and loading restrictions imposed by CSXT, Industry shall comply with the AAR loading rules, applicable federal and state loading rules, as well as applicable federal and state requirements regarding the handling of Hazardous Waste. All discharge openings must be securely closed for and during transportation, and the Railcar and Containers must be free from leaks. All Railcars and Containers will be protected during shipments of Hazardous Waste by a lining of suitable compatible material of sufficient thickness to contain the Hazardous Waste being shipped.
- (ii) After unloading at Destination, in the event a Railcar provided by CSXT is contaminated by the Hazardous Waste, Industry shall be responsible for ensuring that the Railcar is cleaned, treated and decontaminated before its return to CSXT (or delivering Railroad) so that, when the Railcar is released, it is completely unloaded and is not contaminated by any residue of the Hazardous Waste previously carried. Return of the Railcar to rail service constitutes certification by Industry that the Railcar is ready to return to and use in general freight service. Industry shall also be responsible for payment of additional transportation charges for CSXT to switch or move Railcars to third parties or to other-than-Destination location, for cleaning and decontamination if necessary prior to release for subsequent movement.
- (iii) Industry shall be responsible for cleaning and decontaminating any locations en route where such Hazardous Waste has been loaded and/or unloaded. Loading and unloading of Hazardous Waste to or from the Railcar on CSXT owned, leased or otherwise controlled property is prohibited except in emergency situations with CSXT approval secured in advance of the loading or unloading.
- (iv) Industry shall have the right to arrange for the responsibilities imposed on it by this Article and to be carried out by third parties, including its own customers and owners and operators of treatment, storage or disposal facilities designated by Industry; PROVIDED, HOWEVER, that Industry shall remain obligated to CSXT under its obligations in this Article in such cases as if Industry had done the work itself.

Article VIII. APPLIES ONLY TO RADIOACTIVE WASTE (STCC 28 197 XX)

A. COMMODITY TO BE TRANSPORTED

- (i) In addition to Articles I through V, this Article only applies to the transportation of Radioactive Waste, which shall mean:

- i. NON-REGULATED MATERIAL – Wastes that do not meet the definition of any DOT Hazard Class. These radioactive wastes can not be classified as a 'Hazardous Waste' or 'Hazardous Material' and have a specific activity of less than 2000 pCi/g.
- ii. ENVIRONMENTALLY HAZARDOUS SUBSTANCE, DOT Hazard Class 9 – Wastes regulated by the DOT as a Hazardous Substance but has a specific activity of less than 2000 pCi/g (49 CFR Section 173.140).
- iii. RADIOACTIVE MATERIAL, DOT Hazard Class 7 – Waste that can not be classified as a 'Hazardous Waste' which have a specific activity greater than 2000 pCi/g (49 CFR Section 173.403).
- iv. Excludes Spent Nuclear Fuel, High Level Radioactive Material, By-Product Material, and TRU Waste.

B. DOCUMENTATION OF RADIOACTIVE WASTES

- (i) The transportation of Radioactive Waste shall be accompanied by all required shipping documents and shall be properly marked, labeled and placarded as required by applicable federal, state and local laws and regulations. Such Radioactive Waste shall also be accompanied by manifests as required by applicable federal, state and local laws and regulations.

C. LOADING, UNLOADING, AND DECONTAMINATION

In addition to Article IV Section E,

- (i) Industry shall have the sole responsibility, at its own expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading, and unloading Radioactive Waste into or out of the Railcar to be transported in accordance with all applicable DOT regulations. In addition to any special equipment and loading restrictions imposed by CSXT, Industry shall comply with the AAR loading rules, applicable federal and state loading rules, as well as applicable federal and state requirements regarding the handling of Radioactive Waste. All discharge openings must be securely closed for and during transportation, and the Railcar and Containers must be free from leaks. All Railcars and Containers will be protected during shipments of Radioactive Waste by a lining of suitable compatible material of sufficient thickness to contain the Radioactive Waste being shipped.
- (ii) After unloading at Destination, in the event a Railcar provided by CSXT is contaminated by the Radioactive Waste, Industry shall be responsible for ensuring that the Railcar is cleaned, treated and decontaminated before its return to CSXT (or delivering Railroad) so that, when the Railcar is released by receiver, it is completely unloaded and is not contaminated by any residue of the Radioactive Waste previously carried. Return of the Railcar to rail service constitutes certification by Industry that the Railcar is ready to return to and use in general freight service. Industry shall also be responsible for payment of additional transportation charges for CSXT to switch or move Railcars to third parties or to other-than-Destination location, for cleaning and decontamination if necessary prior to release for subsequent movement.

- (iii) Industry shall be responsible for cleaning and decontaminating any locations en route where such Radioactive Waste has been loaded and/or unloaded. Loading and unloading of Radioactive Waste into or from Railcars on CSXT owned, leased or otherwise controlled property is prohibited except in emergency situations with CSXT approval secured in advance of the loading or unloading.
- (iv) Industry shall have the right to arrange for the responsibilities imposed on it by this Article and to be carried out by third parties, including its own customers and owners and operators of treatment, storage or disposal facilities designated by Industry; PROVIDED, HOWEVER, that Industry shall remain obligated to CSXT under its obligations in this Article in such cases as if Industry had done the work itself.

**Article IX. APPLIES TO THE TRANSPORTATION OF
WRAPPED BALES OF MUNICIPAL SOLID WASTE (40 291 73)**

The following specifications describe the transportation of airtight, watertight, wrapped bales of Municipal Solid Waste, hereinafter, the "Bales." The specifications set forth minimum requirements only.

A. INDUSTRY REPRESENTATIONS

- (i) Industry represents that the loading facility at Origin has the necessary environmental permits for the handling, storing and transloading the Bales.
- (ii) Industry represents that the handling, storing and transloading of the Bales at the Origin and Destination is confined to the indoors or in accordance with facility permit requirements.

B. CSXT REVIEW AND APPROVAL

- (i) CSXT must review and approve each Industry's proposal to ship Bales prior to shipment. Industry must submit an operation plan with the following items for CSXT review and written approval:
 - 1. Description of the Baling and Wrapping Process
 - (a) Dimensions of the Bales – size, weight, number of bales per Railcar
 - (b) Specifications of the baler
 - (c) Type of odor suppressant used
 - (d) Specifications of the wrapping material
 - (e) Wrapping Method
 - (i) Stretch-wrap – a low-density polyethylene wrapping material is applied by stretching the material completely around the Bale.
 - (ii) Shrink-wrap – the Bale is placed into a high-density polyethylene wrapping tube and heat-sealed at both ends.
 - 2. Material Handling Plan
 - (a) Loading and Unloading Process
 - (b) Load Design Pattern
 - (c) Specifications of lid for gondola

3. Maintenance and Cleaning Plan
 - (a) Description of cleaning methods of Railcars and schedule
 4. Industry contact for notice of violations, complaints and/or cleanup
- (iii) The Baling and Wrapping Process, Material Handling Plan, and Maintenance and Cleaning Plans shall be distributed to the following:

CSX Transportation
Attn: Director, Chemical Safety
500 Water St
S/C J875
Jacksonville, FL 32202

and

CSX Transportation
Attn: Business Manager, Municipal and Construction Waste
500 Water St
S/C J880
Jacksonville, FL 32202

C. MINIMUM BALE REQUIREMENTS

- (i) Bales must be tightly wrapped on all sides without any gaps or ballooning.
- (ii) Bales shall have a minimum of two (2) layers of wrapping material and 25% overlap to prevent emissions of odor and/or leachate.
- (iii) The wrapping material for the stretch-wrap method shall be made of a low-density polyethylene (LDPE) material.
- (iv) The wrapping tube for the shrink-wrap method shall be made of a high-density polyethylene (HDPE) material.
- (v) The wrapping material must be tear and puncture resistant to prevent ripping, tearing and/or chaffing, which may be caused by normal rail transportation movements.
- (vi) The baling twine or strap must be bound in a manner that will not damage the wrapping material. Wire is not acceptable due to high potential for damaging the wrapping material.
- (vii) Upon notice from CSXT, Bales must be sprayed with an odor reducing and/or suppressing enzyme.
- (viii) Industry shall not utilize loading and unloading equipment that will rip, tear and/or shred the wrapping material of the Bales.

D. RAILCAR REQUIREMENTS

- (i) Industry must supply a dedicated fleet of Railcars. CSXT will not supply Railcars.
- (ii) Gondolas with lids are acceptable for transporting stretch-wrapped and/or shrink-wrapped Bales.
 - (a) The interior of the gondola shall be flat bottom with straight sides. Any necessary interior cross-bracing will be located so as not to obstruct loading or unloading of wrapped Bales.
 - (b) Any floor weep holes must be sealed to contain possible leachate or seepage
 - (c) Industry shall install one (1) three inch ball valve located in the lower floor area of the gondola to be utilized for washout operations. Washout operations and effluent disposal will be conducted in compliance with Federal, State and Local laws and regulations.
 - (d) Industry shall install a fire hose port, which will allow fire department to extinguish potential fires within the gondola.
 - (e) Gondolas must be equipped with a fiberglass or steel lid. The lids for the gondolas will be a rigid one piece fiberglass or steel cover approved for rail industry equipment to ensure containment and water tightness.
 - (f) The fiberglass or steel lid shall have adequate locking mechanisms to safely secure lid during transit. The locking mechanisms may be manually or automatically activated.
- (iii) Boxcars are acceptable for transporting shrink-wrapped Bales only.
 - (a) Boxcars must be equipped with plug doors to minimize the potential to rip, tear, and/or shred the wrapping material.
 - (b) Bales must be placed on a tray to capture and/or absorb potential seepage from Bales.
- (iv) CSXT Load and Engineering Design must approve load design pattern.
- (v) Stretch-wrapped and/or shrink-wrapped Bales may be loaded in CSXT approved Containers. Containers must be pursuant to Article VI of this Circular.

E. CLEANING AND MAINTENANCE

- (i) Industry is responsible for the necessary cleaning of each Railcar before the release to CSXT, as well as necessary cleaning of any adjacent or vicinity property at the Origin, Destination and/or any location en route where any Bales have been loaded and/or unloaded in accordance with applicable federal, state and local laws and regulations.
- (ii) Industry shall be responsible for the spraying of an odor-reducing enzyme into the Railcar as necessary to substantially reduce and control any odors that may be emitted from the Railcar.
- (iii) Industry shall repair and maintain all Railcars used in the transportation of the Bales in accordance with the provisions of the AAR Interchange Rules, as amended or superseded.
- (iv) Railcars shall be cleaned on the inside and outside periodically to prevent build up of waste residue that could cause odors and/or attract vermin or rodents.

- (v) Railcars shall undergo a thorough cleaning at least once per year.
- (vi) CSXT may inspect, at its sole expense, loaded and or empty Railcars at the Origin and/or Destination to verify that Railcars and/or Bales are in conformance with this Article.

F. REJECTION, SUSPENSION AND /OR TERMINATION OF NON-COMPLYING SHIPMENTS

- (i) CSXT has the exclusive right to reject any objectionable loaded or empty Railcars that do not comply with the provisions of this Article.
- (ii) CSXT has the exclusive right to immediately suspend shipments of Bales upon receipt of a notice of violation of any applicable ordinance, regulations or law.
- (iii) CSXT will notify the Industry of the notice of violation. While the suspension is in effect, Industry will have fifteen (15) days to remedy the violation.
- (iv) If the violation has not been resolved in a manner that is acceptable to issuer of the notice of violation and/or CSXT, CSXT has the exclusive right to cease future shipments of the Bales and immediately terminate the applicable Rate Publication.
- (vi) CSXT has the exclusive right to reject the tender of, or suspend and return to Industry, any loaded or empty Railcar that, in CSXT's sole opinion, is emitting foul odors, leaking, infested by vermin or rodents or is generally unclean. CSXT may further require Industry to clean such Railcar to the extent that such odor, leakage, infestation or uncleanliness have been eliminated or reduced to a level that is acceptable to CSXT prior to acceptance of such Railcar for additional shipments pursuant to this Article.
- (vi) Industry must identify the contact person to handle and/or correct all notice of violations, complaints and/or cleanup.