HAZMAT RULES FOR TRANSPORTATION



December 1, 2026

Hazmat Rules For Transportation



CSX

October 1, 2025

Hazmat Rules For Transportation



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October 1, 2025

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CSX TRANSPORTATION, INC.
Commercial Administration
500 Water Street
Jacksonville, FL 32202

CSXT 4049

RULES CIRCULAR
GENERAL AND COMMODITY-SPECIFIC RULES FOR THE TRANSPORTATION OF HAZARDOUS MATERIALS

Includes Provisions for Rail Security-Sensitive Materials

Does not apply to Hazardous Waste (see CSXT 4048)

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Article I

APPLICATION

This Rules Circular contains the general and commodity-specific rules applying to the rail transportation of hazardous material shipments via CSX Transportation and shall apply to hazardous commodities found in the following sources:

AAR for OT-55 list
Railinc for the STCC

This list is subject to change. If a hazardous commodity is not listed, but is listed in 49 CFR 172.101, Table of Hazardous Materials, all rules set forth in this Circular shall still apply.



Article II

DEFINITIONS

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

A. Applicable Law – means any applicable federal, state, or local statute, regulation or any decision of any court of competent jurisdiction.

B. 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. When Shipping Instructions are submitted electronically, the Bill of Lading is the set of data transmitted and the standard terms of the Uniform Straight Bill of Lading as published in 49 CFR Part 135. Each bill of lading shall contain all information required by all applicable state and federal laws and regulations governing the transportation of hazardous materials.

C. CFR – means the Code of Federal Regulations of the United States.

D. CIPL – means Compliant Interchange Point List.

E. Circular – this Rules Circular CSXT 4049 as amended or superseded.

F. Compliant Interchange Point – means an interchange point where RSSM Cars may be interchanged between CSXT and another railroad in compliance with TSA Regulations, as listed in Article VII. A. of this Circular.

G. Consignee – means the Customer to which a shipment is consigned in the Bill of Lading, as well as any agent or contractor of that party at Destination (other than a Destination that is an interchange between CSXT and another carrier).

H. Consignor – means the Customer consigning a shipment, as well as any agent or contractor of that party at Origin (other than an Origin that is an interchange between another carrier and CSXT).

I. CSXT – CSX Transportation Inc. and its rail subsidiaries and affiliates.

J. Customer – means the shipper, receiver or third party responsible for the payment of the line-haul rates and/or accessorial charges associated with the transportation of shipments under this Circular, together with its employees, agents and contractors.

K. Delivery – means the placement or constructive placement of a railcar at the consignee's station or other facility, or placement on designated interchange track(s) of another rail carrier.

L. Destination – the location (rail station) at which a rail shipment terminates or interchange where the shipment is interchanged by CSXT to another rail carrier.

M. Hazardous Commodity, Hazardous Material, or Hazmat – any commodity meeting the definition of "hazardous material" and listed at 49 CFR § 172.101, Table of Hazardous Materials.

N. HTUA – means a High Threat Urban Area comprising one or more cities and surrounding areas including a 10-mile buffer zone, as listed in Appendix A to Title 49 CFR Part 1580.

O. Industry – means a customer that does not arrange for transportation and that is not responsible for payment of the line-haul rates.

P. Interchange Point – means an established operating interchange point between CSXT and another railroad where freight cars are physically capable of being exchanged by CSXT with another railroad, and where an agreement to exchange freight cars is then in place and registered with the Association of American Railroads.

Q. Losses – means any and all loss, damage (including special, consequential and punitive damages), suits, liability and expenses (including, but not limited to, environmental and investigation costs and all legal expenses).

R. Notice of Violation – means any notice describing a violation or other notice of possible enforcement measure by any governmental agency regarding shipments of transported Hazardous Commodity for violating odor, leakage, or other regulations, standards or laws.

S. Origin – the location (rail station) at which a rail shipment begins or interchange where the shipment is received by CSXT in interchange from another rail carrier.

T. Rail Security-Sensitive Materials or RSSM – means one or more of the categories and quantities of hazardous materials set forth in 49 CFR §1580.100(b), including:

(1) a railcar containing more than 2,268 kg (5,000 lbs) of a Division 1.1, 1.2, or 1.3 (explosive) material, as defined in 49 CFR 173.50;

(2) a tank car containing a material poisonous by inhalation as defined in 49 CFR 171.8, including anhydrous ammonia, Division 2.3 gases poisonous by inhalation as set forth in 49 CFR 173.115(c), and Division 6.1 liquids meeting the defining criteria in 49 CFR 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR 173.133(a), excluding residue quantities of these materials; and

(3) a railcar containing a highway route-controlled quantity of a Class 7 (radioactive) material, as defined in 49 CFR 173.403.

U. Railcar – freight car used in the transportation of a Hazardous Commodity.

V. Rate Publication – the applicable document (including a contract incorporating applicable publications or regulations by reference) containing CSXT rates and charges for the transportation of a Hazardous Commodity.

W. RSA – means a "rail secure area" as defined in 49 CFR §1580.3.

X. RSSM Car – means a railcar or tank car containing an RSSM.

Y. RSSM Receiver – means a rail hazardous materials receiver, as defined in 49 CFR §1580.3.

Z. RSSM Shipper – means a rail hazardous materials shipper, as defined in 49 CFR §1580.3.

AA. Shipping Instruction – means the information necessary for the proper processing, delivery, and billing of freight shipments.

BB. TSA – means the Transportation Security Administration of the Department of Homeland Security.

CC. TSA Regulations – means the regulations of the TSA contained in 49 CFR Parts 1520 and 1580, as amended, supplemented or superseded.

Article III

CUSTOMER REPRESENTATIONS

By requesting transportation of a Hazardous Commodity, Customer represents, covenants and agrees that (as opposed to CSXT) it and its agents (including any Industries or other carriers) are solely responsible, when appropriate or applicable, for:

A. the prior production, acquisition, gathering, and/or transportation of the Hazardous Commodity to the Origin;

B. the transfer of the Hazardous Commodity to and/or from Railcars at the Origin and/or Destination;

C. the tendering of Shipping Instructions containing all information required by all Applicable Law and other information necessary for the safe transportation and handling of the Hazardous Commodity;

D. the lawful further transportation, use, disposition, disposal, or distribution of the Hazardous Commodity from the Destination.

By requesting transportation of a Hazardous Commodity pursuant to a Rate Publication that provides for no payment of private car mileage allowances, Customer represents that it has full authority to waive payment of such allowances by CSXT and any other rail carrier participating in the movement.

Article IV

GENERAL REQUIREMENTS

A. INCORPORATION OF DOCUMENTS

Except when in conflict, this Circular incorporates all rules, statutes, regulations, and AAR publications; and is subject to all other CSXT tariffs, circulars, and applicable publications.

B. FEDERAL, STATE AND LOCAL LAWS AND PERMITS

Customer and CSXT shall comply with all applicable federal, state and local laws, ordinances and regulations that are applicable to the tender of and transportation of Hazardous Commodities.

C. INDEMNIFICATION AND LIABILITY LIMITATION

WITH RESPECT TO THE LIABILITY OF CSXT TO CUSTOMER, AGENT, OR INDUSTRY FOR LOSS OR DAMAGE TO THE HAZARDOUS COMMODITY ITSELF, CSXT SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM LOSS OR DAMAGE TO HAZARDOUS COMMODITY OR FOR ANY AMOUNT IN EXCESS OF THE ACTUAL LOSS OF AND DAMAGE TO THE HAZARDOUS COMMODITY TRANSPORTED HEREUNDER PURSUANT TO 49 CFR § 11706.

D. LOADING AND UNLOADING

(i) Customer and Industry shall have the sole responsibility, at their sole expense, for properly preparing for shipment or off-loading the Hazardous Commodity in accordance with the U.S. Department of Transportation regulations set forth in 49 CFR parts 100 – 180. This includes but is not limited to packaging, labeling, marking, blocking, bracing, placarding, loading and unloading Hazardous Commodity into or out of every Railcar or other container to be transported by CSXT. Customer and Industry shall comply with the loading rules and practices of the Association of American Railroads ("AAR") and the railroad industry, and applicable federal and state loading rules, or other loading rules, as well as applicable federal and state requirements regarding the handling and transportation of the Hazardous Commodity.

(ii) Customer and Industry shall have the sole responsibility for properly preparing and tendering Railcars that are free from mechanical defects and safety hazards, such as, but not limited to, bulging sides, improper securing of valves and closures, improper securing of loads, and improper setting or securing of safety devices. Customer and Industry 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) Customer and Industry shall further be responsible for insuring that the load limits of any Railcar used for transporting Hazardous Commodity are not exceeded. In the event it is discovered that a Railcar has been overloaded, CSXT may set out the affected Railcar at a location convenient to CSXT and shall notify Customer of the location of the overloaded Railcar. CSXT may at its sole discretion then either (1) require Customer to

have the excess weight removed, (2) move the affected Railcar back to the Origin for removal of the excess weight by Customer or Industry, or (3) take such other actions to prevent damages as CSXT reasonably deems necessary. In any event, Customer shall be responsible for performing and bearing all costs for movement of the affected Railcar and removal of excess Hazardous Commodity. Any emergency actions taken by CSXT with regard to such a Railcar shall be deemed to have been taken as Customer's agent at Customer's request. CSXT will move the affected Railcar to Destination in such manner and time as is practicable after CSXT receives notice from Customer that excess Hazardous Commodity has been removed. Should Customer or Industry load any Railcar in excess of the marked maximum capacity of the Railcar, Customer will pay all appropriate charges to CSXT, as specified in CSXT 8100, as amended or superseded.

(iv) Upon Delivery of the Hazardous Commodity transported under this Circular, CSXT shall be relieved from any further obligation with regard to its disposition.

(v) Acceptance of Railcars in interchange by CSXT will not relieve Customer or Industry of its obligations herein, and shall not constitute waiver by CSXT of Customer's or Industry's obligations hereunder.

E. FAILURE TO ACCEPT DELIVERY AND NOTICE OF VIOLATION

(i) If the Destination refuses to accept Delivery of the Hazardous Commodity for any reason or if the Destination fails to have personnel present to attend the Delivery whenever an attended Delivery is required by Applicable Law, Customer and Industry shall be responsible for all applicable demurrage and additional transportation costs relating to the handling of the Hazardous Commodity. Customer shall instruct CSXT as to an alternative destination for the Hazardous Commodity and shall prepare and provide CSXT with any further shipping documents required by federal, state or local laws or regulations. The charge for transporting the Hazardous Commodity to the alternative destination shall be the applicable published price or such other price as may be agreed upon in writing by CSXT and Customer prior to the transportation of the Hazardous Commodity by CSXT to the alternative destination. If no alternative destination is given, Customer shall pay the full transportation charge for the return of the Hazardous Commodity to Origin.

(ii) In the event of the issuance of a Notice of Violation against CSXT regarding a shipment that is in its possession caused by Customer or Industry, CSXT may at its sole discretion suspend any relevant Rate Publications and refuse to accept any additional shipments of Customer's Hazardous Commodity until CSXT is satisfied that Customer has taken sufficient steps to correct the cause of the violation. Customer shall review with CSXT 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 Hazardous Commodity that are in its possession at the time of the suspension.

F. RULES FOR CARGO SEALS

CSXT does not furnish, apply, verify, or inspect cargo seals. Consignor is responsible for furnishing, applying, and inspecting all cargo seals that are agreed upon by it and the Consignee. When seals are applied, all doors, hatches, valves, closures, and other openings on the car must be sealed. Consignor must include each seal number and the name of the employee applying the seal(s) in its Shipping Instructions.

CSXT will not honor claims for loss, damage, or contamination of car contents based solely on the absence of one or more seals at the time of delivery at destination. Claims for loss of damage will be honored only when:

1. The Shipping Instructions show the seal numbers, and reflect application of a number of seals equal to the number of hatches, doors, valves, closures, and other openings that are on the car; and
2. There is clear and convincing evidence of actual loss, damage, or contamination other than the mere absence of one or more seals or apparent compromise of a seal.
3. In processing claims, CSXT reserves the right to request that the Consignor permit an audit, at CSXT's expense, of Consignor's on-site seal records.

G. LIMITATIONS

(i) CSXT does not furnish security, escort, or guard services for Hazardous Commodities. Customers desiring special handling, including security, escort, or guard services should discuss possible contractual arrangements with their CSXT account representative.

(ii) No shipments of any Hazardous Commodity shall be made as "Order Notify" shipments.

Article IV

DEMURRAGE AND STORAGE FOR RAILCARS CONTAINING HAZARDOUS COMMODITIES (INCLUDING EMPTY CARS CONTAINING RESIDUE)

A. Private Car Storage and Demurrage: CSXT's rules for private car storage and demurrage are set out in Section 2 of Publication CSXT 8100. CSXT shall charge for such accessorial services provided in connection with transporting Hazardous Commodities in the manner set forth in Section 2 of Publication CSXT 8100.



Article VI

CHARGES FOR SWITCHING RAILCARS CONTAINING HAZARDOUS COMMODITIES (INCLUDING EMPTY CARS CONTAINING RESIDUE)

A. Customer Switching: CSXT's rules for Intra-Plant and Intra-District switching are set forth in Section 4 of Publication CSXT 8100. CSXT shall charge for such accessorial services provided in connection with the transportation of Hazardous Commodities in the manner set forth in Section 4 of Publication CSXT 8100.



Article VII

HANDLING OF RAILS SECURITY-SENSITIVE MATERIALS

A. COMPLIANT INTERCHANGE POINTS AND RAILROADS (CIPL) CSXT has reviewed the conditions that currently exist at the various locations where CSXT has exchanged RSSM cars with other railroads in the United States over a 12-month period. CSXT has determined that certain of these Interchange Points meet the requirements of the TSA Regulations for the interchange of RSSM and that others of these locations do not. CSXT has further determined that the conditions at some Compliant Interchange Points vary from railroad to railroad and that the interchange with certain railroads may be compliant while the interchange with other railroads at the same Interchange Point is not.

The below listed Interchange Points and the below listed railroads at those Interchange Points have been determined by CSXT to currently meet the requirements of the TSA Regulations for the interchange of RSSM shipments between CSXT and the designated railroads. The Compliant Interchange Points and railroads must be clearly identified on each Shipping Instruction. No additional action is required by the Customer to consign shipments via a Compliant Interchange Point and compliant railroads.

Compliant Interchange Point	Date Added To This List	Compliant Railroad(s)
Chicago - DCGBNS	March 1, 2009	BNSF
Chicago - DCGIHB	March 1, 2009	IHB
Chicago - DCGIAI	March 1, 2009	IAIS
Chicago - DCGCP	March 1, 2009	CPRS
Chicago - DCGUP	March 1, 2009	UP
Chicago - LCGUP	March 1, 2009	UP, ICE
Chicago – LCGCN, DCGCN	March 1, 2009	BRC, CN
Grand Rapids - CGRMQT	March 1, 2009	MQT
Toledo Stanley - QTOCN	March 1, 2009	CN
Toledo - CTOCN	March 1, 2009	CN
E. St Louis - LESUP	March 1, 2009	UP
E. St Louis - LESBNS	March 1, 2009	BNSF
E. St Louis - LSLUP	March 1, 2009	UP
SL Gateway - LESALS	March 1, 2009	ALS
Salem - QSMUP	March 1, 2009	UP
Salem - BSMUP	March 1, 2009	UP
Madison - QMDTRR	March 1, 2009	TRRA
W Rose Lake - QESKCS	March 1, 2009	KCS
W Rose Lake - QESUP	March 1, 2009	UP
E. SL Madison - LESTRR	March 1, 2009	TRRA
Avon - QININR	March 1, 2009	INRD
Avon - QINLIR	March 1, 2009	LIRC
New Castle - BNEBPR	March 1, 2009	BPRR
New Castle - BNENCR	March 1, 2009	NCIR
Cincinnati - LCIIOR	March 1, 2009	IORY
Cincinnati - LCINS	March 1, 2009	NS
Louisville - LLONS	March 1, 2009	NS
Louisville	March 1, 2009	PAL
Buffalo - QBUNS	March 1, 2009	NS
Buffalo - QBUCN	March 1, 2009	CN
Buffalo - QBUCP	March 1, 2009	CPRS
E St Louis – QESALS	March 1, 2009	ALS
New Orleans - LNONOP	March 1, 2009	NOPB
New Orleans - LNOCN	March 1, 2009	CN
New Orleans - LNOBNS	March 1, 2009	BNSF
Birmingham - SBIBNS	March 1, 2009	BNSF
Sibert - LMBNS	March 1, 2009	NS
Sibert - LMBTAS	March 1, 2009	TASD
Sibert - LMBCN	March 1, 2009	CN
Mobile - LMBCGR	March 1, 2009	CGR
Atlanta - CCBNS	March 1, 2009	NS
Cayce - SCONS	March 1, 2009	NS
Memphis Yard - LMPBNS	March 1, 2009	BNSF
Memphis - LMPCN	March 1, 2009	CN
Chattanooga - LCTNS	March 1, 2009	NS
Evansville - LEVEVW	March 1, 2009	EVWR
Columbus - CCBNS	March 1, 2009	NS
Jacksonville - SJAFEC	March 1, 2009	FEC
Jacksonville - SJANS	March 1, 2009	NS
E Savannah - SSASAP	March 1, 2009	SAPT
E Savannah - SSANS	March 1, 2009	NS
E Savannah - SSAGIT	March 1, 2009	GITM
E Savannah - SSARSO	March 1, 2009	RSOR
Orlando - SORCFE	March 1, 2009	FCEN

CSXT reserves the right to modify the foregoing list at any time in order to comply with the TSA Regulations.

CSXT will not accept any RSSM Car at, or for transportation to, any other Interchange Point on the CSXT rail system.

B. REQUESTS FOR ADDITIONAL COMPLIANT INTERCHANGE POINTS AND RAILROADS

CSXT will, pursuant to the provisions described herein, consider requests from Customers for the review and possible addition of Interchange Points and railroads to the TSA Compliant Interchange Point List in Article VII.A.

In order to be considered by CSXT for inclusion as a Compliant Interchange Point, a Customer must submit a written application to CSXT, as described below.

The application must consist of the following:

1) Name and address of Customer
2) Name and STCC Code of each RSSM sought to be interchanged
3) Name of the Interchange Point and each railroad with which CSXT is to interchange cars at the requested Interchange Point.
4) Any other information the Customer deems may be necessary or useful for CSXT to consider in assessing the requested interchange, such as car type and capacity, expected volumes by month or year, single car, multi-car or unit train shipments.
5) A non-refundable application review charge of $1,000 in US Funds, payable in advance.
6) Applications should be submitted to: Market Manager, Chlor-Alkali and TIH Chemicals, CSX Transportation, Inc., 500 Water Street, J875, Jacksonville, FL 32202.

Upon receipt of a complete application, CSXT will conduct a review of the designated Interchange Point. If, upon completion of the review, the Interchange Point is found to meet the requirements of the TSA Regulations, the Interchange Point and qualifying railroads will be added to the list of Compliant Interchange Points.

A Compliant Interchange Point will normally remain on the CIPL for at least one (1) year from the date of inclusion but may be deleted from the CIPL at any time by CSXT upon not less than twenty (20) days advance written notice.

Notwithstanding any other provision of this Circular, a Compliant Interchange Point may be deleted from the CIPL without prior notice if CSXT determines that it no longer meets the requirements of the TSA Regulations for interchange of RSSM cars.

C. RSSM CARS TENDERED FOR SHIPMENT AT ANY ORIGIN

All CSXT Customers tendering, or causing the tender of, RSSM Cars for transportation at any Origin must have an attendant physically at Customer's or Industry's facility at the time of arrival of the CSXT train designated to accept the RSSM Car for transportation. The Customer or Industry attendant must provide his/her name to the CSXT crew promptly upon arrival of the CSXT train.

As CSXT cannot provide any precise advance notice of the arrival of the CSXT train for this service, CSXT strongly recommends that the Customer staff its or Industry's, HTUA facilities on a 24 hours per day, 7 days per week basis.

If for whatever reason, a Customer or Industry attendant is not available at the HTUA facility at the time of initial arrival of the CSXT train, CSXT will not accept tender of the RSSM Cars and reserves the right to assess a charge of $1,000 against the Customer for each failure to provide an attendant. For subsequent efforts to accept tender of the RSSM Cars from the Customer or its agent, CSXT reserves the right to charge an additional switch charge of $5,200 for the switching of a hazardous chemicals car, as set forth in Item 4.1 of Publication CSXT 8100.

In the event of repeated Customer failure to have an attendant available promptly upon arrival of CSXT trains, CSXT reserves the right to suspend service until reasonable assurances of future compliance are given to CSXT.

D. TENDER OF RSSM CAR VIA A NONCOMPLIANT INTERCHANGE POINT

Should a Customer tender a bill of lading or Shipping Instruction that routes an RSSM Car via an Interchange Point not in the CIPL (or via a railroad not listed in the CIPL for that Interchange Point), CSXT will return the RSSM Car to the Customer at the Origin and reserves the right to assess an additional charge of $5,000 against the Customer for the erroneous tender of the RSSM Car.

E. SHIPMENT OF RSSM CARS TO CONSIGNEES IN HTUA DESTINATIONS

Prior to the tender of an RSSM Car to an RSSM Receiver located in a HTUA Destination, the Customer must determine that the RSSM Receiver is in compliance with the TSA Regulations and

has an RSA for the receipt of the RSSM Car and that the RSSM Receiver has certified to CSXT that the Receiver is RSA compliant.

As CSXT cannot provide any precise advance notice of the arrival of the CSXT train for this service, CSXT strongly recommends that the RSSM Receiver staff its HTUA facility on a 24 hours per day, 7 days per week basis.

If for whatever reason, an RSSM Receiver attendant is not available at the RSSM Receiver's facility at the time of initial arrival of the CSXT train, CSXT will not deliver the RSSM Car and reserves the right to assess a charge of $1,000 against either the Customer or the RSSM Receiver for the failure to provide an attendant. For subsequent efforts to deliver the RSSM Cars to the RSSM Receiver, CSXT reserves the right to charge an additional switch charge of $5,200 for the switching of a hazardous chemicals car, as set forth in Item 4.1 of Publication CSXT 8100.

CSXT will not deliver an RSSM Car to a Receiver in a HTUA that is not RSA compliant and certified as such to CSXT. If such an RSSM Car is received by CSXT, the RSSM Car will be constructively placed by CSXT at a location chosen by CSXT for up to forty-eight (48) hours. Customer must provide diversion instructions to CSXT via a route and to a Destination that are both in compliance with the TSA Regulations within the forementioned forty-eight (48) hour time period. Customer is responsible for any additional line-haul rate and demurrage and diversion charges resulting from the failure to comply with this provision.

In the event of repeated RSSM Receiver failure to have an attendant available promptly upon arrival of CSXT trains, CSXT reserves the right to suspend service until reasonable assurances of future compliance are given to CSXT.

This provision will not apply if the RSSM Receiver has obtained an exemption from the TSA from the RSA requirements pursuant to 49 CFR §1580.107(j) or any subsequent regulation and has provided CSXT with a copy of such TSA exemption.

Article VIII

THE 48-HOUR RULE

All railroads are generally required to advance Department of Transportation regulated hazardous materials Railcars toward their final destination within forty-eight (48) hours. See 49 CFR Part 174. Regulations set forth at 49 CFR §§174.14, 174.16 provide details as to the disposition of hazardous materials cars after 48 hours at destination-serving yard. Customer and its agent Industries must use their best efforts to ensure that all Railcars containing a Hazardous Commodity are accepted by Customer or its agent Industry within forty-eight hours of its arrival in the Destination's serving yard. CSXT reserves the right to return Railcars loaded with Hazardous Commodity to Origin at the cost and expense of Customer or its agent Industry in lieu of exercising its rights under 49 CFR Part 174.

Article IX

NON-ACCIDENTAL RELEASE CHARGE (NAR)

When a non-accident release (NAR) occurs, CSXT acts promptly to address the situation and frequently incurs environmental clean-up costs, service disruption and crew/locomotive expenses required for moving affected Railcars to a secure location. CSXT may charge railcar owner, consignor, or freight payor for any and all costs incurred during the hazmat response, clean-up, remediation, and switching or repositioning hazardous material Railcars resulting from a non-accident release. The minimum charge for responding to a non-accident release, including the switching or repositioning of cars involved in a non-accident release, is currently $5,200/railcar per event.

Article X

NO LOADING OR UNLOADING ON CSXT PROPERTY

Hazardous Materials may not be loaded or unloaded on CSXT property (including public delivery or team tracks) without prior approval of CSXT's Public Safety and Environment Department.

Article XI

ROUTING OF HAZMAT CARS

CSXT will abide by all applicable laws and regulations pertaining to the routing of hazmat traffic applicable at the time of shipment. CSXT will also route Railcars in transit according to Applicable Law or governmental directives in various situations as they may arise including, but not limited to, Homeland Security alerts. Information concerning routing changes made in conjunction with governmental authorities may be communicated to Customers at the discretion of CSXT and such governmental authorities.

Article XII

RETURNED OR REJECTED SHIPMENTS

This Article XII applies when a shipment of Hazardous Commodity has reached its Destination, but is returned to its Origin with CSXT's permission and consent at CSXT's sole discretion. In addition to requiring the necessary Shipping Instructions the following provisions will apply:

1. Routing will not necessarily be along reverse route of prior movement.

2. The return movement will be subject to the Rate Publication's rates (including any minimum applicable weights) in the reverse direction in effect on the date the shipment is tendered for return.

3. On shipments that are partially unloaded, the return movement will be subject to the rates set forth in the Rate Publication referencing this Circular that was observed in the reverse direction. Unless a minimum weight is set out in the Rate Publication, such rate shall be applied to the actual weight of the Hazardous Commodity remaining in the Railcar on the date the shipment is tendered for return. If such rate is stated on a per car basis, there will be no adjustment for partially unloaded cars.

4. Partially unloaded Railcars containing liquids (including liquefied gasses) will not be transported by CSXT.

Article XIII

LEASE TRACK POLICY

CSXT's policy is to lease land and track to benefit new and existing Customers where there is land and track available to lease and where it will not impact CSXT's current operations. Toward that end, track and land lease requests begin with the local Trainmaster and the Regional Site Design Managers and will require approval from the General Superintendent. CSX also follows its own internal Policy and Guidelines for Land and/or Track Leases Involving Restricted Materials, Substances and Wastes.

CSXT will no longer lease land or track for the storage or unloading/loading of any RSSM Commodity.

Refer to the AAR for OT-55 list of commodities.

All future land and track leases associated with a Hazardous Commodity (other than RSSM Commodities) will be subject to baseline environmental site assessments at lease initiation and termination to document property conditions, local community sites such as schools, churches, arenas, etc., as well as Customer security measures that are available for the storage of the Hazardous Commodity. CSXT may require implementation of additional security measures such as fencing, cameras, lights and 24-hour manned security before the lease will be approved. CSXT also reserves the right to restrict the activities on its leased land and track and will not approve aboveground storage tanks, bulk oil storage, petroleum or oil refining, and similar projects.

Article XIV

REVISIONS

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