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ENTERED
Office of Chief Counsel
May 4, 2026
Part of
Public Record

May 4, 2026

VIA E-FILING

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

**Re: STB Docket No. FD 36909, TransloadX Railroad Company, Inc.—
Acquisition and Operation Exemption—CSX Transportation, Inc.**

Dear Chief of Case Administration:

CSX Transportation, Inc. (“CSXT”) submits this limited response to the filings submitted by the Brotherhood of Maintenance of Way Employees Division (“BMWE”) on April 21, 2026 and Chalmers Hardenbergh (“Mr. Hardenbergh”) on April 9, 2026 in the above-referenced proceeding. BMWE and Mr. Hardenbergh made certain misstatements of fact and law in their respective filings. CSXT is submitting this response to correct the record.

First, with respect to BMWE’s statements concerning labor, the Board is prohibited by statute from imposing labor protective conditions on the line leases proposed by TransloadX Railroad Company, Inc. (“TransloadX-RR”) in FD 36909. *See* 49 U.S.C. § 10901(c). That said, CSXT does not expect that any of its employees will be adversely affected by this transaction.

Furthermore, the Board’s approval of the *CSX/Pan Am* merger was and remains subject to *New York Dock* employee protective conditions and certain other representations made by CSXT. *See CSX Corp.—Control & Merger—Pan Am Systems, Inc. (CSX/Pan Am)*, FD 36472, slip op. at 52 (STB served Apr. 14, 2022). In connection with the *CSX/Pan Am* merger, BMWE entered into an implementing agreement with CSXT and Springfield Terminal Railway Company that requires all disputes subject to the application, enforcement, and interpretation of the *New York Dock* conditions and the *New York Dock* implementing agreement to be arbitrated under Section 11 of those conditions. This is just such a dispute. BMWE believes that the *New York Dock* conditions imposed on the *CSX/Pan Am* merger apply to

future Section 10901 line leases. CSXT disagrees. Accordingly, the Board is not the proper forum to hear BMW's disputes in the first instance. *See Kansas City S. Industries, Inc., KCS Transp. Co., & the Kansas City S. Ry. Co.—Control—Gateway W. Ry. Co. & Gateway E. Ry. Co.*, FD 33311, slip op. at 3-4 (STB served Dec. 4, 1997).

BMW's suggestion that the *New York Dock* employee protective conditions preclude CSXT from negotiating line leases with TransloadX-RR is likewise incorrect. The *New York Dock* protective conditions do not apply to or protect "lines" or "work." Rather, the conditions apply to employees and protect them from the adverse effect of the particular transaction upon which they were imposed, not on future transactions that a carrier may undertake. Under BMW's position, a carrier that acquired lines or railroads subject to *New York Dock* conditions would effectively be precluded from leasing any of those lines during the applicable *New York Dock* oversight period. This position is directly contrary to the specific definition of the term "transaction" adopted in the *New York Dock* conditions¹ and the deregulatory intent in ICCTA and the Staggers Act.

While the *New York Dock* conditions imposed in the *CSX/Pan Am* merger do not apply to these Section 10901 transactions, a collective bargaining agreement between CSXT and BMW does impose certain requirements here. CSXT has provided written notice of the proposed TransloadX-RR line leases to BMW as required under that collective bargaining agreement (attached hereto as Exhibit A). As the notice explains, any lease agreement negotiated between CSXT and TransloadX-RR shall require TransloadX-RR to give priority hiring consideration to CSXT's Maintenance of Way employees who were working on the lines being leased, and to take a neutral stance in any union organizing effort that the BMW may undertake with respect to the TransloadX Maintenance of Way employees. And as more fully explained in CSXT's letter filing dated April 13, 2026, CSXT has adhered to the commitments and representations it made in the *CSX/Pan Am* merger proceeding related to capital improvements. Thus, there is no need for the STB to take any further action related to labor in connection with the TransloadX-RR transaction.

Second, Mr. Hardenbergh wrongly contends that a separate and distinct TransloadX entity is operating a transloading facility on CSXT property in Framingham, Massachusetts in violation of a local cease and desist order. In support, Mr. Hardenbergh cites a letter from the City of Framingham dated June 16, 2025. The letter is addressed to CSXT—not TransloadX—and contends only that the storage of certain dumpsters on the property violates local zoning and

¹ *New York Dock Ry.—Control—Brooklyn E. Dist. Terminal*, 360 I.C.C. 60, 76 (1979).

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nuisance ordinances. Since receiving the June 16, 2025 notice, CSXT's state relations officials have collaborated with City officials to address the City's concerns. Based on these efforts, the City has not taken any further action (*e.g.*, requesting a cease-and-desist order from a court with appropriate jurisdiction, additional letters, imposition of penalties, or otherwise) in connection with the June 16, 2025 notice.

Please contact me with any questions.

Respectfully submitted,

/s/ Peter W. Denton

Peter W. Denton

Attorney for CSX Transportation, Inc.

Enclosures

EXHIBIT A



Eric Caruth
Director, Labor Relations

500 Water Street, J-455
Jacksonville, FL 32202

April 17, 2026

Mr. B Thompson, General Chairman
Allied Federation
111 Imperial Blvd., C-300
Hendersonville, TN 37075
(via email) btalliedfed@gmail.com

Mr. J. Graham, General Chairman
Alliance System Federation
1085 W. State St.
Alliance, OH 44601
(via email) jakgraham@hotmail.com

Dear Sirs:

This letter is to give notice pursuant to Appendix D of the June 1, 1999 System Agreement of CSXT's intent to lease to the TransloadX Railroad Company, Inc. ("TransloadX") approximately 37.1 miles of rail line described below:

- Approximately 18.3 miles of CSXT track known as the Augusta Branch running from Waterville, Maine (Milepost ("MP") WVT 0.7) to Augusta, Maine (MP WVT 19.0), in Kennebec County, Maine; and
- Approximately 18.8 miles of CSXT track known as the Bucksport Branch running from Bangor, Maine (MP WVB 0.2) to Bucksport, Maine (MP WVB 19.0) in Penobscot and Hancock Counties, Maine.

TransloadX is a non-rail carrier, therefore this transaction falls under 49 U.S.C. § 10901.

The Lease Agreement between the parties shall require TransloadX to give priority hiring consideration to CSXT's Maintenance of Way employees who were working on the line being leased, and to take a neutral stance in any union organizing effort that the BMWWE may undertake with respect to the TransloadX Maintenance of Way employees.

Please contact me if you wish to discuss this transaction further.

Respectfully,

A handwritten signature in blue ink, appearing to read "Eric Caruth", written over a light blue horizontal line.

Eric Caruth
Director Labor Relations

CERTIFICATE OF SERVICE

I hereby certify that I have caused this Letter in Docket No. FD 36909 to be served electronically or by first class mail, postage pre-paid, on all parties of record in this proceeding.

/s/ Sally Mordi

Sally Mordi

Attorney for CSX Transportation, Inc.

May 4, 2026