

**FT GCSR 6000-A**  
(Cancels ICC GCSR 6000)

# **GULF, COLORADO & SAN SABA RAILWAY**

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## **FREIGHT TARIFF GCSR 6000-A**

(Cancels Freight Tariff GCSR 6000)

NAMING  
MISCELLANEOUS RULES AND CHARGES  
SWITCHING RULES AND CHARGES  
CAR DEMURRAGE RULES AND CHARGES  
AND  
STORAGE RULES AND CHARGES  
APPLYING  
FROM, TO AND AT STATIONS  
ON THE  
**GULF, COLORADO & SAN SABA RAILWAY**

## **LOCAL TARIFF**

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

**ISSUED: SEPTEMBER 10, 2009**

**EFFECTIVE: OCTOBER 1, 2009**

ISSUED BY

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<b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</b>	<b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b>
<b>ITEM 10</b>	
<b>REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</b>	<b>SHIPMENTS EXCEEDING 263,000 LBS. – SPECIAL HANDLING CHARGE</b>
Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.	Maximum Gross Weight (Car and Lading) on the rails of the GCSR is 263,000 lbs.
<b>ITEM 20</b>	
<b>METHOD OF CANCELING ITEMS</b>	
As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.  Example: Item 445-A cancels Item 445 and Item 365-B cancels Item 365-A in a prior supplement which in turn canceled Item 365.	On Inbound Loaded Cars interchanged to the GCSR where car's stenciled weight exceeds 263,000 lbs. gross weight (car and lading), Delivering Carrier will be assessed a Special Handling Charge of \$100.00, unless documentation is furnished GCSR stating car's gross weight is 263,000 lbs or less.  On Outbound Loaded Cars when car's stenciled weight exceeds 263,000 lbs. gross weight (car and lading), Customer will be assessed a Special Handling Charge of \$100.00, unless documentation is furnished GCSR stating car's gross weight is 263,000 lbs or less.
<b>ITEM 30</b>	
<b>SUPPLEMENTS AND REISSUES</b>	
When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."  Where reference is made in this tariff to items, it includes "reissues" of such items.	The above charges will be in addition to all other applicable charges.
<b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b>	
<b>ITEM 50</b>	
[A]	
<b>UNAUTHORIZED USE OF AND/OR OPERATION OVER GCSR TRACKS</b>	
Any use of and/or operation over GCSR tracks without consent of the GCSR or approval by the Surface Transportation Board, or as may be otherwise required by law, is strictly prohibited and subject to criminal trespass laws of the state of Texas.	Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the GCSR to require at time of movement, shipment or delivery the prepayment or guarantee of charges, unless Customer has entered into an agreement for credit with the GCSR. Customer will pay GCSR immediately upon presentation of a bill therefor by GCSR. If charges have not been prepaid, or customer has not entered into an agreement for credit with GCSR, GCSR shall not make delivery of the shipment without payment or guarantee by shipper or consignee of all charges.
<b>ITEM 52</b>	
[A]	
<b>FURNISHING WEIGHTS</b>	
Shipper to provide GCSR with the Railcar Tare weight and Scale Tickets of Lading on every car released for shipping, outbound or inbound.	Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.  FINANCE CHARGES: The GCSR will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by GCSR.  If GCSR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and GCSR is successful in collecting such charges, Customers shall reimburse GCSR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

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<b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b>	<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>
<b>ITEM 75</b> [A] <b>SECURITY DEPOSIT</b> <p>For customers who have established credit with the GCSR, a deposit to secure payment of any freight, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p> <p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>GCSR will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to GCSR. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of GCSR's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>	<b>ITEM 100</b> [A] <b>CARS INTERCHANGED IN ERROR</b> <p>A charge of \$300.00 per car will be assessed delivering carriers on all cars interchanged to the GCSR in error.</p>
	<b>ITEM 105</b> [A] <b>EMPTY CARS ORDERED BUT NOT LOADED</b> <p>On empty cars that are ordered for loading and order is canceled and car is in route, or the service of switching or placing of car has been performed and the car is not loaded but returned to this railroad empty, a charge of \$300.00 per car will be assessed and collected from the person, firm or corporation ordering such cars. (See Note, this item.)</p> <p>Note - Charge will not apply on cars unfit for loading, see Item 110, this tariff.)</p>
	<b>ITEM 110</b> [A] <b>IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES</b> <p>When cars ordered by industries for loading are refused on account of not being in proper condition to load, a charge of \$300.00 per car will be assessed against the railroad furnishing the car.</p>
	<b>ITEM 120</b> [A] <b>TURNING OF CARS TO PERMIT LOADING OR UNLOADING, ETC.</b> <p>If cars are turned at request of customer to facilitate loading or unloading, or for any other purpose, a charge of \$300.00 per car, per occurrence, will be assessed and will be in addition to all other applicable charges. (See Note, this item.)</p> <p>Note - Charge will not apply to properly placarded boxcars.</p>
	<b>ITEM 130</b> [A] <b>REPOSITIONING CARS</b> <p>When customer request delivery of a specific car(s) received by this railroad subsequent to cars previously received which requires this railroad to sort and reposition other cars to effect customers request, a charge of \$300.00 per car, per occurrence, will be assessed against customer making the request.</p>
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.	

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<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>		<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>	
<b>ITEM 140</b> [A] <b>RE-SPOTTING (SET-BACK) CHARGE</b> <p>Customer will be assessed a charge of \$300.00 per car on cars that have been placed for loading or unloading and subsequently removed and re-spotted (set-back) in order to place or move other cars.</p>	<b>ITEM 180</b> [A] <b>OVERLOADED CARS</b> <p>Cars found to be overloaded will be subject to the following additional charges:</p> <ul style="list-style-type: none"> <li>(1) \$150 per car - When a car is discovered to be overloaded at loading point or within the confines of the industry. Charge to be assessed consignor.</li> <li>(2) \$300.00 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignor.  (It will be the responsibility of the consignor to adjust the lading at their own expense sufficient to eliminate the overload condition.)</li> <li>(3) \$300.00 per car - When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier for adjustment to lading to eliminate the overload condition. Charge to be assessed delivering carrier.</li> </ul>	<b>ITEM 150</b> [A] <b>RE-RAILING CUSTOMER'S CARS</b> <p>Re-railing of customer's cars will be charged at the rate of \$100.00 per man hour (minimum of 2 hours per man) plus materials. The charge for Locomotive use while re-railing shall be at the rate of \$400.00 per hour, minimum \$1200.00, which includes the crew. If a crew has to be dispatched to the site, the time will begin the time the crew is dispatched and accrue until they return to their on-duty station.</p>	<b>ITEM 120</b> [A] <b>CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</b> <p>When on shipper's orders, cars that have been released and pulled by this railroad are returned to industry, charge of \$300.00 per car will be assessed for the return of such cars. Demurrage charges will continue to apply until cars are released.</p>
<b>ITEM 160</b> [A] <b>SWITCH REPAIR</b> <p>Repair of customer's switches will be charged at a rate of \$100.00 per man hour (minimum of 2 hours per man) plus materials. If maintenance crew has to be dispatched to the site, the time will begin the time the crew is dispatched and accrue until they return to their on-duty location.</p>		<b>ITEM 170</b> [A] <b>STANDBY SERVICE</b> <p>When the GCSR' locomotive and crew are held at the request of an industry or delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby or delay shall be \$400.00 per hour or fraction thereof. Such charges shall be in addition to other published charges applicable to cars delayed or handled.</p>	
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.			

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<b>SECTION 2 SWITCHING RULES AND CHARGES</b>		<b>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</b>	
<b>ITEM 200</b> [A]	<b>DEFINITION OF INTRA-PLANT SWITCHING</b>  A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry.	<b>APPLICATION [A]</b>  Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately-owned cars held for or by consignors and consignees for any purpose.	
<b>ITEM 202</b> [A]	<b>DEFINITION OF INTER-PLANT SWITCHING</b>  A switching movement from one location to another location on different tracks within the same plant or industry.	<b>ITEM 300</b>  <b>HOLIDAYS</b>  Wherever reference is made to "holidays," it shall mean only the days listed below:  New Year's Day - January 1 (See Note) Memorial Day - Last Monday of May Independence Day - July 4 (See Note) Labor Day - First Monday of September Thanksgiving Day - Fourth Thursday of November Christmas Day - December 25 (See Note)	
<b>ITEM 205</b> [A]	<b>DEFINITION OF INTRA-TERMINAL SWITCHING</b>  A switching movement (other than intra-plant) from one track to another track of the same railroad or between track(s) of an industry and the track of the railroad or between the tracks of two separate industries served by the same railroad.	  Note - When this date occurs on a Sunday, the following Monday will be observed as the holiday.	
<b>ITEM 210</b> [A]	<b>INTRAPLANT SWITCHING CHARGE</b>  The GCSR will perform intra-plant switching at a charge of \$150.00 per car.	<b>ITEM 305</b> [A]  <b>ACTUAL PLACEMENT</b>  Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.	
<b>ITEM 215</b> [A]	<b>INTER-PLANT SWITCHING CHARGE</b>  The GCSR will perform inter-plant switching at a charge of \$150.00 per car.	<b>ITEM 310</b> [A]  <b>CONSTRUCTIVE PLACEMENT</b>  When a car consigned or ordered to a private track, industrial interchange track or other-than-public-delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at available hold point and notice shall be sent or given the consignor or consignee that the car is being held and that this railroad is unable to effect placement; however, if car is placed on private track, industrial interchange track or other-than-public delivery track serving the consignor or consignee, the car will be considered constructively placed without notice.	
<b>ITEM 220</b> [A]	<b>INTRA-TERMINAL SWITCHING CHARGE</b>  The GCSR will perform intra-terminal switching at a charge of \$150.00 per car.		
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.			

<b>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</b>	<b>SECTION 3 CAR DEMURRAGE RULES AND CHARGES</b>
<b>ITEM 320</b> <b>FREE TIME</b> <p>Free time as follows will be allowed for each car:</p> <p>Seventy-two (72) hours to complete unloading.</p> <p>Seventy-two(72) hours to complete loading.</p> <p>Free time will be computed from the first 7:00 AM after placement, or after notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.</p>	<b>ITEM 340</b> [A] <b>PART A</b> <b>EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED</b> <p>On Empty cars ordered or appropriated but not used, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from date and time of actual or constructive placement until released or giving forwarding instructions, with no free time allowed. Customer for whom cars are initially ordered or appropriated is responsible for demurrage charges.</p>
<b>ITEM 330</b> [C] <b>DEMURRAGE CHARGES</b> <p>After expiration of free time allowed, a charge of \$25.00 per car per day, or fraction of a day, will be made until car is released.</p> <p>The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run.</p> <p>Note 1: Not applicable on privately-owned or leased cars on private tracks.</p> <p>Note 2 : Privately-owned cars which are first held on railroad tracks under constructive placement will be subject to demurrage charges provided for herein after expiration of free time (See Item 320) until such time car is placed on private tracks.</p> <p>Note 3: Not applicable on "XM" box cars of GCSR ownership leased to shippers for storage of commodities.</p> <p>Note 4: Not applicable on GCSR cars placed for loading at stations on the GCSR.</p>	<b>PART B</b> <b>EMPTY CARS ORDERED TO BE PLACED ON ANOTHER CUSTOMER</b> <p>When an empty car is ordered to be placed on another customer on this railroad for loading, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from date and time of actual or constructive placement until released or giving forwarding instructions, with no free time allowed. Customer for whom cars are initially ordered or appropriated is responsible for demurrage charges. Customer for whom car is ordered to be placed shall be responsible for demurrage charges after placement.</p>
<b>ITEM 335</b> <b>NOTIFICATION</b> <p>Notification by GCSR and/or industry of arrival or release of cars will be:</p> <ul style="list-style-type: none"> <li>A. In writing by fax or otherwise;</li> <li>B. By personal or phone communication.</li> </ul>	<b>ITEM 350</b> [A] <b>CARS MOVED FROM INITIAL HOLD POINT OR POINT OF LOADING OR UNLOADING</b> <p>Except as provided in Item 340, when a car is constructively placed or actually placed for loading or unloading, and request is received by this railroad to move car to another location on this railroad for loading or unloading, such movement will be subject to applicable switching charges contained in Section 2 of this tariff, with such charge to be paid by the party ordering movement of the car. Demurrage charges will continue to apply until such time car is released.</p>
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.	

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<b>SECTION 4 STORAGE RULES AND CHARGES</b>	<b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS</b>
<p><b>ITEM 400</b></p> <p>[A] <b>STORAGE CHARGE</b> (See Note, this item)</p> <p>Cars stored on tracks of this railroad at the request of consignor or consignee will be subject to storage charge of \$25.00 per car per day, or fraction of a day. Charge to be computed from day car is first stored until day car is released from storage tracks. Charges will be billed monthly.</p> <p>NOTE - This railroad does not assume liability beyond reasonable and ordinary care while cars are stored on storage tracks, or for loss or damage caused by an Act of God, vandalism or theft. In the event full liability coverage is desired, cost of such coverage will be the responsibility of the customer.</p>	<p>FT - Freight Tariff GCSR - Gulf, Colorado &amp; San Saba Railway</p> <p>[A] - Addition [C] - Change [I] - Increase [NC] - Brought forward without change [R] - Reduction</p> <p><u>(Underscored portion denotes change/addition.)</u></p>
<p><b>ITEM 410</b></p> <p>[A] <b>MOVING CARS TO AND FROM STORAGE TRACKS</b></p> <p>The GCSR will assess a charge of \$150.00 per car for moving cars to storage tracks, and \$150.00 per car for removing cars from storage tracks.</p>	

END