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SLOVER & LOFTUS

ATTORNEYS AT LAW

1224 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036-3003

WILLIAM L. SLOVER
C. MICHAEL LOFTUS
DONALD G. AVERY
JOHN H. LE SEUR
KELVIN J. DOWD
ROBERT D. ROSENBERG
CHRISTOPHER A. MILLS
FRANK J. PERGOLIZZI
ANDREW B. KOLESAR III
PETER A. PFOHL
DANIEL M. JAFFE
KAREN HASSELL HERREN

BY HAND

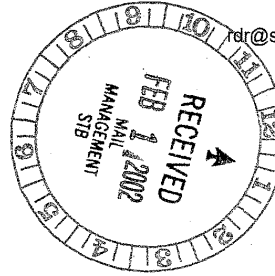
February 1, 2002

TELEPHONE:
(202) 347-7170

FAX:
(202) 347-3619

WRITER'S E-MAIL:

rdr@sloverandloftus.com



204672

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

Re: Docket No. 42058 and Finance Docket No. 34041, *204673*
Arizona Electric Power Cooperative, Inc. v. The
Burlington Northern and Santa Fe Railway Company
and Union Pacific Railroad Company

Dear Secretary Williams:

Arizona Electric Power Cooperative, Inc. ("AEPCO"),
hereby attaches a copy of Common Carrier Authority BNSF 90049,
specifying rates for transporting coal from the Powder River Basin
to AEPCO's Apache Generating Station.

When BNSF earlier published BNSF 90052 specifying rates
for the movement, BNSF and UP submitted a "Notice of Compliance"
dated May 14, 2001. Since they have made no similar filing here,
AEPCO is submitting the rate publication so that the record in the
above-captioned proceedings will be complete.

If there are any questions concerning this matter,
please contact the undersigned.

Respectfully submitted,

Robert D. Rosenberg

Robert D. Rosenberg
An Attorney for Arizona
Electric Power Cooperative,
Inc.

RDR:kaw

Enclosures (ten copies of this letter and the attachments)

cc: Service List

Patricia E. Cooper, Esq.

**The Burlington Northern and Santa Fe Railway Company ("BNSF")
Common Carrier Pricing Authority BNSF 90049**

Railcar Supply and Tender Requirements: Railcars shall be aluminum open top rapid discharge hopper cars suitable for loading not less than 115 net tons Coal per carload, not subject to any private car mileage allowance and furnished by Shipper at no cost to Railroads. The Minimum Tender shall be one-hundred ten (110) such Railcars. Claims for damage to or destruction of Shipper-provided Railcars shall be handled in accordance with the procedures set forth in the Field Manual and Office Manual of the Association of American Railroads Interchange Rules, as amended from time to time. Notwithstanding the foregoing, Railroads shall not be liable for loss or damage caused by defects in design, materials, or workmanship of Shipper-provided Railcars, or events of force majeure, or to improper loading or unloading performed by Shipper, its agent, its contractor, consignor or consignee.

Weights: Lading Weights shall be ascertained at Origin by Shipper, its agent, or the Coal mine operator, at no charge to BNSF, and will be provided to Railroads via either electronic data interchange or facsimile upon release of a loaded train. BNSF shall have the right to inspect and certify the Origin scales. The Minimum Weight per Trainload shall be the product of the Minimum Weight Per Carload times the Minimum Tender.

Loading: Shipper or its agent shall be responsible for the provision of appropriate loading facilities. All Railcars in each shipment shall be tendered to BNSF (or its agent or contractor) for loaded movement within four (4) hours of Actual or Constructive Placement for loading at Origin ("Loading Free Time"). Loading Free Time shall be extended for a period of time equivalent to that by which loading is delayed or prevented as a result of a Loading Disability or any occurrence attributable to BNSF which prevents or impedes loading. A Loading Disability means any of the following events which directly results in the inability to load a train at Origin: (i) an Act of God; (ii) a strike or other labor disturbance; (iii) a riot or other such civil disturbance; (iv) unusual snow or ice accumulation sufficient to prevent or delay loading of a train; or (v) mechanical or electrical breakdown, explosion, or fire affecting the loading facilities at Origin. Actual Placement is made when an empty train arrives at the designated loading point at Origin and the train crew requests loading instructions. If Actual Placement is prevented due to any cause attributable to Shipper, its agents, or the mine operator, BNSF (or its agent or contractor) may Constructively Place the train at any available hold point. In the event of Constructive Placement, Loading Free Time shall begin when BNSF (or its agent or contractor) determines a train must be placed at an available hold point because Actual Placement has been delayed or prevented, and ends when Actual Placement has been made. Shipper shall pay a charge of \$545.70 per hour or fraction thereof that a train is held in excess of Loading Free Time.

Unloading: Shipper shall be responsible for the provision of appropriate unloading facilities, and shall be responsible for unloading of railcars at Destination. UP shall, upon request from Shipper, move Railcars through unloading facilities in a manner consistent with safe, efficient, and complete unloading of Railcars. Shipper shall take delivery of coal trains upon arrival at Destination. Shipper shall be allowed five (5) hours free time for unloading of a train at Destination, commencing with Actual Placement of a train at the unloading facilities, or with Constructive Placement of a train ("Unloading Free Time"). Unloading Free Time shall be extended for a period of time equivalent to that by which unloading is delayed or prevented as a result of an Unloading Disability or any occurrence attributable to UP which prevents or impedes unloading. If a train is not unloaded and released to UP within the applicable Unloading Free Time, Shipper shall pay UP a "Destination Detention Charge" of \$448.80 per hour for each hour or fraction thereof that a train is held in excess of Unloading Free Time. Actual Placement is made when the first railcar of a train has been placed in a proper position to unload. If Actual Placement of a train is prevented at Destination, UP may place the train at an available hold point until such time as Shipper notifies UP that Actual Placement can be made. Constructive Placement begins when UP determines a train must be placed at an available hold point because Actual Placement has been delayed or prevented, and ends when Actual Placement has been made. An Unloading Disability means any of the

**The Burlington Northern and Santa Fe Railway Company ("BNSF")
Common Carrier Pricing Authority BNSF 90049**

following events which directly results in the inability to unload a train at Destination: (i) an Act of God; (ii) a strike or other labor disturbance; (iii) a riot or other such civil disturbance; (iv) unusual snow or ice accumulation sufficient to prevent or delay unloading of a train; or (v) mechanical or electrical breakdown, explosion, or fire affecting the unloading facilities at Destination.

Accessorial Services: Coal train accessorial services provided by BNSF and charges therefor, other than specified in this Common Carrier Authority, shall be as described in BNSF Authority 6041-series or successors thereto, except that no change in destination shall be permitted. Coal train services provided by UP and charges therefor, other than specified in this Common Carrier Authority, shall be as described in Tariff UP 6004 and UP 6603 Series and successors thereto.

Billing and Payment: Freight Charges will be billed by UP and paid by Shipper within ten working days of receipt of a bill therefor. UP will bill each shipment under the terms of the Uniform Straight Bill of Lading. All railcars for each shipment are to be billed on one (1) Bill of Lading. This Common Carrier Authority BNSF 90049, correct address and patron code must be shown on the Bill of Lading to insure accurate billing. In the event Shipper does not make timely payment, or if adverse credit conditions occur, which in the judgment of either Railroad could affect Shipper's ability to meet payment terms, either Railroad may require Shipper to pay cash in advance of service for all amounts for which Shipper is liable under this Common Carrier Authority. Charge for Accessorial Services shall be billed by the Railroad providing such service. Shipper shall pay for such services within ten working days of receipt of a bill therefor.

Other Provisions: Shipments made under the provisions of this Common Carrier Authority are subject to the Uniform Freight Classification 6000-series or its successor, applicable tariffs, statutes, federal regulatory rules and regulations, AAR rules, and other accepted practices within the railroad industry as may be amended from time to time.

CERTIFICATE OF SERVICE

I hereby certify that I have today, February 1, 2002,
served copies of the foregoing letter, as follows:

By hand:

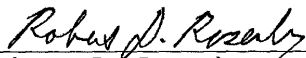
Samuel M. Sipe, Jr., Esq.
Anthony J. LaRocca, Esq.
Cynthia L. Quarterman, Esq.
Steptoe & Johnson
1330 Connecticut Avenue, N.W.
Washington, D.C. 20036

J. Michael Hemmer, Esq.
Eric C. Bossett, Esq.
Kimberley K. Egan, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Via FedEx:

Richard E. Weicher, Esq.
Michael E. Roper, Esq.
Law Department
The Burlington Northern and Santa Fe
Railway Company
3017 Lou Menk Drive
Fort Worth, TX 76131

James V. Dolan, Esq.
Louise A. Rinn, Esq.
Law Department
Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179


Robert D. Rosenberg
An Attorney for Arizona
Electric Power Cooperative,
Inc.