

BEFORE THE SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 34918

KEOKUK JUNCTION RAILWAY CO.,
d/b/a PEORIA & WESTERN RAILWAY

-LEASE AND OPERATION EXEMPTION-

BNSF RAILWAY COMPANY
BETWEEN VERMONT AND FARMINGTON, ILLINOIS

ANSWVER TO
AMEREN ENERGY FUELS AND SERVICES COMPANY
MOTION TO COMPEL DISCOVERY

Daniel A. LaKemper, Esq.
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Dated: October 18, 2006.

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ANSWER TO
AMEREN ENERGY FUELS AND SERVICES COMPANY
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NOW COMES Keokuk Junction Railway Co., d/b/a Peoria & Western Railway (“KJRY”), and for its response to the Motion to Compel Discovery filed by Ameren Energy Fuels and Services Company, hereby states as follows:

KJRY has provided Ameren’s outside counsel, Troutman Sanders, LLP, with a complete copy of the unredacted lease previously filed under seal with the Board. The only items missing from this version are the actual dollar numbers. KJRY and BNSF believe that these numbers are, under the circumstances, extra sensitive, and that the actual dollar amounts are not relevant to the analysis of the competitive concerns expressed by Ameren. The Lease, as produced, demonstrates that KJRY is paid a dollar certain amount, that KJRY is truly a handling line carrier, and that there are no “paper barriers,” or other disincentives to competition.

Further, KJRY and Ameren are actively discussing Ameren’s concerns, and specific assurances that KJRY and/or BNSF could provide Ameren, that go beyond the “four corners” of the Lease document. That effort would, in fact, be hindered by providing sensitive rate

information to Ameren's outside counsel, as having that information may disqualify them from participating in some aspects of our discussions (with reference to competing routes).

KJRY is encouraged by its recent discussions with Ameren, and believes that those discussions are likely to lead to a settlement between the parties, or, at the very least, a substantial narrowing of the issues. KJRY is very worried about the delays in the effective date of the exemption, due to the need for maintenance on the line and rehabilitation and restoration of connecting tracks at Canton, Illinois, which could potentially become much more difficult with the onset of winter weather, but, due to the tenor of the on-going discussions with Ameren, KJRY respectfully requests that the Board put the matter in abeyance for fourteen (14) days, to see if those discussions bear fruit.

KJRY discussed this Response with Ameren's counsel, but she was unable to make any commitment until speaking with her client, which has been complicated by unavoidable scheduling issues.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel A. LaKemper". The signature is fluid and cursive, with the first name "Daniel" and last name "LaKemper" clearly distinguishable.

Daniel A. LaKemper, Esq.
Keokuk Junction Railway Co.
1318 S. Johanson Road
Peoria, Illinois 61607
Tel.: (309) 697-1400

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the all parties of record, by electronic communications, on October 18, 2006.

A handwritten signature in black ink, appearing to read "Daniel A. LaKemper". The signature is fluid and cursive, with the first name "Daniel" and last name "LaKemper" being clearly distinguishable.

Daniel A. LaKemper