

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

SOUTHERN ILLINOIS POWER )  
COOPERATIVE, an Illinois not-for-profit )  
Corporation and an electric cooperative, ) No. 10-0711  
For Authority to exercise the right of )  
eminent domain pursuant to 220 ILCS 30/13 )  
and 30/13.5 of the Electric Supplier Act )

ILLINOIS COMMERCE  
COMMISSION  
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**BRIEF OF SOUTHERN ILLINOIS POWER COOPERATIVE**  
**IN REPLY TO THE BRIEF ON EXCEPTIONS**  
**BY FREDERIC BEASLEY AND CONNIE BEASLEY**

SOUTHERN ILLINOIS POWER COOPERATIVE, an Illinois not-for-profit corporation (SIPC), by its attorneys GROSBOLL, BECKER, TICE, TIPPEY & BARR, Jerry Tice of counsel, and SORLING, NORTHRUP, HANNA, CULLEN & COCHRAN, Ltd., Gary Brown of counsel, files herewith its Brief in Reply to the Brief on Exceptions by Frederic Beasley and Connie Beasley and in support thereof states as follows:

I. INTRODUCTION

As with Beasleys' Initial Brief and Reply Brief, Beasleys' Brief on Exceptions does not provide a fair, neutral and accurate statement of the facts. Instead, Beasleys present select questions and answers taken out of context from the balance of the testimony on the particular factual issue being discussed. However, the standard of proof required in Commission proceedings is the preponderance of the evidence based upon a consideration of all the evidence regarding a particular factual issue, 5 ILCS 100.10/15. Accordingly, SIPC's Brief in Reply will present comment regarding why the preponderance of the evidence does not support the Exceptions raised by Beasleys.

II. SIPC'S REPLY TO BEASLEYS' EXCEPTIONS TO PROPOSED ORDER  
EXCEPTION NO. 1 (Second Paragraph (last paragraph) page 4 Proposed Order).

A. SIPC'S POSITION

Beasleys seem to be objecting to the Proposed Order's reference that SIPC began contacting owners of the affected parcels regarding the need for the transmission line easements in 2003. Actually, SIPC commenced contacting landowners regarding the need for easements for the transmission line during 2002 (Livesay Direct Test SIPC Ex 2 page 9 lines 3-7). However, SIPC did not start contacting the landowners listed on SIPC's second revised Exhibit C (the unsigned landowners at the time the petition was filed in this docket) until 2003. Yet, Beasleys did not deny that they themselves were contacted in late 2003 regarding the need for an easement (SIPC Ex G). Further, Beasleys did not deny that SIPC initially offered compensation for an easement based upon past historical offer values (Livesay Direct Test SIPC Ex 2 page 9 lines 3-22, page 10 lines 1-7) which was an allowable pole and anchor allowance (Crain Cross Exam Tr page 130 lines 6-11; Livesay Cross Exam Tr page 211 lines 2-15). In fact, Beasleys assert that they cooperated with SIPC in attempting to find a location for the transmission line across Beasleys' property. The insertion in the Proposed Order of the date that SIPC first commenced contacting owners of parcels affected by the transmission line does not appear to be intended, when viewed in the whole context of this portion of the Proposed Order, to assert the date that SIPC provided Beasleys with an offer of compensation for the proposed easement route based upon an appraisal of the property. Thus, the Proposed Order's statement in the first sentence of the last paragraph of page 4 of the Proposed Order is correct with respect to the unsigned landowners in general and also with respect to Beasleys. Therefore, Beasleys' suggested Exception No. 1 would be incorrect to the extent that it suggests that no contact was

made by SIPC with Beasleys prior to SIPC's written letter appraisal and written offer of compensation for the first proposed easement route in August of 2010.

EXCEPTION NO. 2 (First full paragraph page 5 of Proposed Order).

Beasleys' language proposed to be added at the end of the first full paragraph on page 5 of the Proposed Order is not supported by the evidence to the extent that it implies that Beasleys were not provided a monetary offer until the written letter appraisal based upon an independent fee appraiser in August 2010 (See SIPC's argument with respect to Beasleys proposed Exception No. 1 language and Livesay's Direct Test SIPC Ex 2 page 9 lines 3-22 and page 10 lines 1-7; Crain Cross Exam Tr page 130 lines 6-11; Livesay Cross Exam Tr page 211 lines 2-15). Again, Beasleys ignore the collective testimony offered by SIPC regarding the negotiations with Beasleys and which Beasleys did not offer any testimony to refute. Further, the testimony in this record is not limited to just SIPC Exhibit G (contact log) and the Commission correctly considered all the testimony which Beasleys imply the Commission is not obligated to consider.

EXCEPTION NO. 3 (Second full paragraph page 5 of Proposed Order).

Beasleys' proposed Exception No. 3 language is not supported by the testimony. Beasleys continue to base their argument on the double negative question posed by Beasleys' counsel on cross examination to Livesay as the basis for contending that SIPC's future negotiations with Beasleys will be fruitful. As noted in SIPC's Reply Brief, pages 6-9, the aforementioned single question and answer is both confusing to the witness and others with the possible exception of Beasleys' counsel and provides a less than helpful answer in determining the actual question as to whether or not continued negotiations by SIPC with Beasleys would be successful or unsuccessful in obtaining a signed easement. Beasleys continue to ignore the requirement that the Commission must look at the totality of the evidence and base its decision

upon the preponderance of the evidence in the record when deciding that factual issue. SIPC asserts that the ALJ has determined the answer to that question appropriately based upon the applicable standards.

EXCEPTION NO. 4 (The ninth, tenth and eleventh sentences in the first paragraph page 6 of the Proposed Order).

Beasleys' Exception No. 4 proposed language claims that Livesay's testimony is inconsistent regarding the number of contacts with Beasleys regarding SIPC's proposed easement route for the transmission line across Beasleys' land. Beasleys proposed language assumes that the prepared direct testimony by Livesay as well as the cross and redirect testimony of Livesay regarding the number of contacts with Beasleys should either be ignored or given little weight by the Commission. However, the Proposed Order has given the appropriate weight to all of Livesay's testimony regarding SIPC's position in this docket. Beasleys failed to present any testimony refuting both the number of contacts by SIPC's representatives with Beasley as well as the discussions that occurred during those contacts. Livesay's and Crain's testimony on those matters stand unrefuted. Therefore, it is impossible for Beasleys to claim, as Beasleys do at page 5 of their Brief on Exceptions that the evidence reveals "...inconsistent accounts of the contacts that SIPC purportedly had with the Beasleys..." The Proposed Order accurately portrays the number of and nature of the contacts by SIPC representatives with the Beasleys regarding the easements.

EXCEPTION NO. 5 (The eleventh and twelfth sentences, last two sentences, first paragraph page 6 of the Proposed Order).

Beasleys' Exception No. 5 proposes a spelling change to the word "testifies" in sentence eleven which does not modify the meaning of the sentence. However, Beasleys propose to

delete the twelfth sentence because they claim their counsel's questions of SIPC's Livesay regarding a \$50,000 counter offer is not relevant presumably because statements by counsel do not constitute evidence in the docket. However, Livesay's answers are evidence. Beasleys' counsel questioned Livesay regarding whether Beasleys had requested a \$50,000 payment in order to sign SIPC's first proposed easement (Tr page 209 lines 2-22, page 210 lines 1-22, page 211 line 1). SIPC's Livesay said they may have but he was not aware of it (Tr page 209 lines 2-22, page 210 lines 1-9, lines 20-22, page 211 line 1). Beasleys' counsel asked Crain if he had any conversations with Beasleys after April 2011 regarding compensation and Crain answered "no" (Tr page 126 lines 1-4) and whether Crain had discussions with Beasleys regarding compensation for the third proposed easement route to which Crain responded "no" (Tr page 129 lines 16-18). Finally, Beasleys counsel questioned Crain regarding what SIPC's compensation had been to landowners, which question would presumably include Beasleys and Crain responded that SIPC's compensation was based upon "...an allowable pole and anchor allowance or the appraisal, whichever one was greater" (Tr page 130 lines 3-11). While Beasleys claim that they offered to produce testimony that they requested \$50,000 from SIPC for the first proposed right-of-way easement, Beasleys never offered that testimony until after the evidentiary hearing was completed. Therefore, Beasleys cannot properly complain regarding that matter. In addition, it is questionable whether such testimony would even be relevant since Beasleys' claim of a counter offer of \$50,000 related to SIPC's first proposed easement route which was later withdrawn by SIPC (Cross Exam of Livesay Tr page 209 lines 6-10). It is SIPC's second proposed easement route across Beasleys' land that is at issue in this docket and for which SIPC has been unable to obtain a signed easement from Beasleys (Livesay's Redirect Test Tr page 193 lines 5-22, page 194 lines 1-22). Accordingly, Beasleys' proposed Exception

No. 5 is not supported by the evidence.

EXCEPTION NO. 6: (First sentence, second paragraph page 6 and last paragraph of the Proposed Order's statement of "SIPC Position").

Beasleys' Exception No. 6 proposes to alter the Proposed Order to state that Beasleys have offered evidence disputing the contacts recorded in Exhibit G. However, Beasleys failed to provide any direct evidence that the number of contacts between SIPC's representatives and Beasleys as recorded in Exhibit G did not in fact occur or that additional contacts between SIPC's representatives and Beasleys as testified to by SIPC's witnesses did not occur. Beasleys wish to ignore such evidence and claim that the failure to record such contacts on Exhibit G destroys the credibility of both the testimony of SIPC's Livesay as well as SIPC's Exhibit G. This of course is incorrect because the rules of evidence require the prepared direct testimony and oral testimony regarding contacts of SIPC's representatives with Beasleys to be accorded the same weight as the recorded contacts on SIPC's Exhibit G. This is particularly true since Beasleys offered no testimony of their own to deny that SIPC's contacts with Beasleys occurred. Accordingly, Beasleys' Exception No. 6 is not well taken.

EXCEPTION NO. 7; EXCEPTION NO. 8; EXCEPTION NO. 9: (The first three paragraphs of the Proposed Order Section B. BEASLEYS POSITION, pages 6-7 of the Proposed Order).

EXCEPTION NO. 7

Beasleys' Exceptions No. 7, No 8, and No. 9 propose to alter the first three paragraphs of the Proposed Order's Section identified as B. BEASLEYS POSITION by adding language from Beasleys' Opening Brief. Beasleys basis for proposing these changes is that SIPC failed to meet its burden of proof to show: (a) further negotiations would be fruitless; (b) that SIPC's contacts

with Beasleys were reasonably diligent; or (c) that SIPC acted in good faith in its negotiations with Beasleys. Beasleys offer no new argument or references to the record of the testimony that provide any basis for the changes to the Proposed Order suggested by Beasleys' Exceptions No. 7, No. 8 and No. 9. Beasleys' argument relies solely upon isolated questions of and answers by witnesses in either their direct, cross examination, or redirect testimony which are taken out of context from the witnesses remaining testimony on the same subject matter. This technique by Beasleys violates the requirement that all of the testimony in its totality must be considered by the Commission in determining if SIPC has shown by a preponderance of the evidence that further negotiations with the unsigned land owners would be unsuccessful. SIPC suggests that the Proposed Order properly weighs the totality of the testimony in finding that further negotiations by SIPC would be unsuccessful in obtaining a signed easement from Beasleys across their land for purposes of the transmission line. This matter has been fully discussed by SIPC in its Reply Brief at pages 6 to 16 and SIPC refers the ALJ and the Commission to that argument as further support for SIPC's position regarding Beasleys' Exception No. 7.

#### EXCEPTION NO. 8

Beasleys' argument regarding Beasleys' Exception No. 8 at pages 7-8 of Beasleys' Brief on Exceptions centers on the claim that Livesay gave inconsistent testimony regarding the number of contacts he had with Beasleys and the number of contacts shown on SIPC Exhibit G regarding Livesay's contacts with Beasleys. Beasleys refer to the table created by Beasleys' counsel at page 9 of Beasleys' Opening Brief as an accurate reference to the number of contacts by Livesay with Beasleys for the first proposed easement route, the second proposed easement route, and the third suggested easement route which did not materialize. However, Beasleys' table at page 9 of Beasleys' Opening Brief inaccurately summarizes Livesay's contacts with

Beasleys regarding the easements in question. Beasleys claimed at page 9 of Beasleys' Opening Brief that Livesay lied about the accuracy of SIPC's Exhibit G parcel #24 report of contacts because some of the contacts by Livesay with Beasleys were not recorded on SIPC's Exhibit G parcel #24. However, Livesay testified he met with Beasleys in 2010 and SIPC's Exhibit G shows a contact with Beasleys on August 10, 2010, regarding the appraisal letter for the first proposed easement (SIPC Ex G Parcel 24, Tr page 191 lines 2-17). Livesay also testified in answer to a question by Beasleys' counsel that he and Jim Oxford met on February 28, 2005 with Beasleys regarding the first proposed easement route (Livesay Cross Exam Tr page 211 lines 16-22, page 212 lines 1-15). This February 28, 2005 contact is shown on SIPC's Exhibit G (SIPC Ex G Parcel 24). With the exception of one telephone call between Livesay and Beasleys in 2010 regarding SIPC's first proposed easement (Livesay Redirect Test Tr page 191 lines 18-22, page 192 lines 1-4), the additional contacts between Livesay and Beasleys, which Livesay testified were three in number, all occurred in 2011 (Livesay Redirect Test Tr page 193 lines 5-22, page 194 lines 1-22, page 195 lines 1-14). Beasleys list all three of Livesay's contacts with Beasleys in 2011 as unrecorded contacts by Livesay. However, Exhibit G parcel #24 lists Livesay's and Crain's April 7, 2011 contact with Beasleys. Both Livesay and Crain testified Beasleys were contacted about the change from the first easement route to the second proposed easement route (Livesay's Direct Test SIPC Ex 2, page 12 lines 2-22, page 13 lines 1-21; Crain Direct Test SIPC Ex 1 page 3 lines 7-21). The other two contacts by Livesay with Beasleys that occurred in 2011 obviously occurred after April 7, 2011 regarding SIPC's second proposed easement route. Beasleys in their Opening Brief appeared to claim the contact between Crain and Livesay with Beasleys on April 7, 2011 was with regard to the third proposed easement route. However, it is clear from Beasleys' counsel's questions of SIPC's Crain that the April 7,

2011 contact by Crain and Livesay with Beasleys was with regard to the second and current proposed easement route identified on Inventors' Exhibit C (Beasleys Cross Exam of Crain Tr page 125 lines 9-22, Tr page 126 lines 1-22, page 127 lines 1-16). It is impossible that the subject matter of the April 7, 2011 contact between Livesay and Crain with Beasleys was the third easement route because Crain testified during cross examination by Beasleys' counsel that the third easement route was not proposed until sometime after September 2011 (within 5 months of the March 1, 2012 hearing) and there was only one meeting regarding that route because Beasleys flatly rejected it (Crain Cross Exam Tr page 126 line 23, page 127 lines 1-22, page 128 line 1). While Livesay did not record those contacts on his log, there is no dispute that those contacts and the discussions between Livesay and Beasleys regarding the second proposed easement did in fact occur (Livesay Redirect Test Tr page 193 lines 9-22, page 194 lines 1-22, page 185 lines 1-14). Beasleys maintain that no reasonable person could reconcile Livesay's testimony. However, Beasleys simply offer no hard evidence to support their claim that the Commission should not accept SIPC's testimony regarding the number of contacts with Beasleys or the content of those contacts.

#### EXCEPTION NO. 9

Beasleys assert in Exception No. 9 that SIPC's testimony regarding its negotiations with landowners, other than Beasleys, cannot be applied to Beasleys. Yet, Beasleys offer no hard evidence that the number of contacts between SIPC representatives and Beasleys did not occur or that the discussions were any different than Crain's or Livesay's testimony regarding the same. When taking the totality of the evidence into account, SIPC had sufficient contacts with Beasleys, without obtaining a signed easement, to show that further negotiations would not be successful.

EXCEPTION NO. 10, EXCEPTION NO. 11, EXCEPTION NO. 12, EXCEPTION NO. 13, EXCEPTION NO. 14:

V. COMMISSION CONCLUSION

EXCEPTION NO. 10 (First paragraph of COMMISSION CONCLUSION, page 7 through top of page 8 of the Proposed Order).

Beasleys propose to modify the first paragraph of the COMMISSION CONCLUSION by inserting the statement that James Oxford was not offered as a witness to testify regarding the reliability of Exhibit G and to insert language to the effect that Exhibit G is not a credible source of evidence regarding SIPC's contact with landowners. This claim by Beasleys is apparently based upon the assumption Oxford is a necessary foundation witness for Exhibit G. However, this suggestion is not supported by the evidence. Further, Beasleys did not object to the admission into evidence of SIPC's Exhibit 2 and Exhibit 3 (Direct and Supplemental Direct Testimony of Livesay) and to SIPC's Exhibit G attached thereto (Tr page 218) or to SIPC's Exhibit 1 and Exhibit 4 (Direct and Supplemental Direct Testimony of Crain). Therefore, Beasleys have waived any right to object to SIPC's Exhibit G because James Oxford did not testify regarding his contacts with Beasleys. While SIPC's Exhibit G does not contain all the contacts made by Livesay and Crain with respect to the Beasleys, that does not alter the accuracy or credibility of SIPC's Exhibit G regarding the contacts identified on Exhibit G. Further, SIPC's prepared testimony and the oral testimony of SIPC's witnesses, Livesay and Crain, are to be given the same of weight as SIPC's Exhibit G when considering the totality of the evidence. Therefore, there is no basis for Beasleys suggested changes proposed as Exception No. 10.

EXCEPTION No. 11: (Second full paragraph of COMMISSION CONCLUSION, page 8 of the Proposed Order).

Beasleys propose to delete virtually all of the second paragraph of the COMMISSION CONCLUSION and to insert language that in effect would find SIPC's Exhibit G (the contact log) is inaccurate, unreliable, and therefore not to be considered as evidence in this matter. However, as noted earlier, Beasleys did not object to the admission of SIPC's Exhibit G. Further, Beasleys offered no testimony with regard to the number of contacts or the nature of the conversations between SIPC's representatives and the other landowners or the nature of those contacts. Therefore, there is no evidence to base any finding that SIPC's Exhibit G is not worthy of full consideration with regard to SIPC's contacts with the landowners, other than Beasleys, or the nature of the contacts with those landowners. As to Beasleys themselves, Beasleys did not offer any evidence to refute the number of contacts or the content of the contacts between SIPC's representatives and Beasleys as shown on SIPC's Exhibit G and in the prepared and oral testimony of SIPC's witnesses. Therefore, there is no basis for accepting Beasleys' claim that SIPC's Exhibit G is the only source of evidence regarding SIPC's contacts with Beasleys. Sufficient oral and prepared testimony was provided by SIPC to support all of the contacts and the content of those contacts with Beasleys to show by the preponderance of the evidence that further negotiations with Beasleys for an easement across Beasleys' land would be unsuccessful.

EXCEPTION NO. 12: (Third full paragraph of COMMISSION CONCLUSION page 8 of the Proposed Order).

Beasleys' Exception No. 12 proposes to delete the conclusions of the Proposed Order regarding Beasleys' failure to testify about the negotiation process between SIPC and Beasleys. Beasleys' proposed changes deal with Beasleys' claim that SIPC did not increase its initial offer

price for the first easement proposal. However, Beasleys proposed changes are not supported by the evidence and in fact SIPC's evidence is to the contrary. See Part III, SIPC's Reply Brief pages 10-12.

Beasleys argue at page 15 of Beasleys' Brief on Exceptions that the appraisals were the most meaningful part of the negotiations between the parties. Yet, Beasleys offered no testimony regarding their version of the negotiations between Beasleys and SIPC or any discussions regarding SIPC's appraisals. Beasleys complain that the ALJ's order striking Beasleys' testimony did not state the reasons therefore. However, SIPC moved to strike Beasleys prepared direct testimony because the testimony raised non-relevant issues including (a) the issue of the proper location of SIPC's proposed easement on Beasleys' land; (b) the appropriateness of the amount of compensation offered by SIPC to Beasleys for the easement and because Beasleys' proposed testimony presented documents and conversations with non-parties without an appropriate foundation for introduction. Beasleys and their counsel were well aware of the basis for striking Beasleys' prepared direct testimony by the ALJ. Yet, Beasleys made no attempt to file proper prepared testimony directed to the issues at hand between SIPC and Beasleys.

Beasleys offer as support for Beasleys' Exception No. 12 the argument that SIPC provided no evidence that it increased the initial offer to Beasleys and that SIPC's Livesay recanted his testimony regarding an increase from the initial offer relating to the second proposed easement route. However, Beasleys again intermix testimony regarding SIPC's proposals to Beasleys for the first proposed easement route and the second proposed easement route in order to try to create a conflict in the testimony of SIPC's witnesses. Beasleys claim is not well taken as explained by SIPC in its Reply Brief, Part III pages 10-12. Beasleys imply that SIPC's

Livesay testified that SIPC increased the initial offer of compensation of \$25,200 for the second proposed easement route across Beasleys' land and then recanted that testimony. When one reads the transcript at pages 193 through 196, it is easy to understand that Livesay never testified that SIPC increased its offer of compensation to Beasleys for the second easement proposal (Livesay Redirect Test Tr page 193 lines 5-22, page 194 lines 1-22, page 195 lines 1-22, page 196 lines 1-4). Additionally, with respect to SIPC's offer of compensation for the first proposed easement route across Beasleys' land, Livesay's actual responses to questions by Beasleys' counsel on cross examination was that Beasleys were offered a per pole amount and the appraisal amount but Livesay did not remember what the per pole amount offer was or if the per pole amount was larger than the appraisal amount (Beasleys Cross Exam of Livesay Tr page 166 lines 12-22 and page 167 lines 1-10). Beasleys may have unintentionally intermixed the testimony relating to SIPC's offer of compensation with regard to the first easement and SIPC's offer of compensation with regard to the second proposed easement in Beasleys' Opening Brief but doing the same intermixing a second time in Beasleys Brief on Exceptions appears to be intentional and is improper.

EXCEPTION NO. 13: (Fourth paragraph under part V COMMISSION CONCLUSION page 8-9 of the Proposed Order).

Beasleys' Exception No. 13 is not supported by the evidence and is not well taken. Beasleys claim that Livesay provided clear and unambiguous testimony that Livesay believed negotiations could still produce a signed easement with Beasleys. To support that claim, Beasleys refer to a question and answer which Beasleys appear to attribute to cross examination by Beasleys' counsel. However, the question and answer Beasleys quote at page 17 of Beasleys' Brief on Exceptions and which Beasleys do not reference to a page in the transcript where such

question and answer can be found is actually part of Livesay's redirect testimony. The question and answer on Livesay's redirect by SIPC's counsel and which Beasleys claim is part of Beasleys' cross examination of Livesay appears at transcript page 201, lines 20-22, and transcript page 202, lines 1-3. The actual questions and answers applicable to the issue which Mr. Livesay was being questioned about appear as follows:

"Q: Do you have an opinion, Mr. Livesay, based upon your experience in dealing with Mr. Beasley here, whether or not with further negotiations you will be able to obtain a signed easement from Mr. Beasley?

A: Yes, I will.

MR. KALB: Objection. Objection asked and answered. The witness just said for the third proposal maybe. That was the answer to the original question.

MR. TICE: That was not my second question.

MR. KALB: No, no, I know. My objection is asked and answered. But he has already given an answer to that question, and now the question is just being reiterated into a different way.

JUDGE ALBERS: All right. Are you rephrasing or objecting to it?

BY MR. TICE: I will rephrase the question. Let me ask another question. I will withdraw that question and ask him another question here.

Q: What was his response to you the last time, Mr. Beasleys' response to you, the last time that you talked to him regarding the signing of an easement, whether he would sign an easement with SIPC?

MR. KALB: Objection, hearsay.

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JUDGE ALBERS: Objection is overruled.

THE WITNESS: I am sorry, I am going to have to have your question again.

BY MR TICE:

Q: Do you, Mr. Livesay, do you have – what was the last response that you had from Mr. Beasley when you asked him if he would sign an easement with SIPC?

A: Well, the last response was he liked the third proposal better than the second but he liked the first proposal better than that.

Q: Did you ask him if he would sign an easement?

A: He was going to think about it

Q: When was that conversation: How long ago?

A: I honestly don't remember.

Q: Was it more than a month ago?

A: I would say it's been more than a month ago.

Q: Have you heard from Mr. Beasley since then?

A: No, I have not.

(Livesay Redirect Test Tr page 201 lines 20-22, page 202 lines 1-22, page 203 lines 14-22, page

204 lines 1-12).

The above is simply another example of Beasleys attempt to take isolated portions of the testimony regarding discussions between SIPC and Beasleys with respect to the requested easements in an attempt to create contradictions. The Proposed Order properly refutes such procedure.

EXCEPTION NO. 14: (last paragraph part V COMMISSION CONCLUSION, fourth sentence at page 9 of the Proposed Order).

Beasleys' Exception No. 14 improperly attempts to alter the fourth sentence of the last paragraph of the COMMISSION CONCLUSION by adding Parcel 24 to the parcels excepted from the Commission's proposed grant of authority to SIPC to utilize the right of eminent domain to obtain the necessary easements for the transmission line. There is no evidence to support Beasleys' proposed Exception No. 14 and therefore the same should be denied.

EXCEPTION NO. 15: (Part VI FINDINGS AND ORDERING PARAGRAPH finding (6) and the proposed addition of finding (7) of the Proposed Order).

Beasleys' Exception No. 15 requests a change to the Commission's proposed finding (6) by excepting Parcel 24 (Beasleys' parcel) from the authority granted SIPC to utilize the right of eminent domain and adding an additional finding (7) stating that SIPC has failed to meet the burden of proof necessary for SIPC to be granted the right of eminent domain with regard to Beasleys' Parcel 24. There is no evidence to support Beasleys' proposed Exception No. 15 as noted previously in this Brief in Reply by SIPC to Beasleys' Exceptions and as noted earlier in SIPC's Initial Brief and Reply Brief filed in this docket.

### III. REQUEST FOR ORAL ARGUMENT

Beasleys have requested oral arguments before the Commission with respect to the issues

in this docket. It is SIPC's position that oral argument is unnecessary in this docket in as much as the evidence is clear with respect to the issues at hand. However, to the extent the Commission deems it appropriate to grant oral argument, SIPC requests that it be allowed to participate in the oral argument pursuant to 83 Illinois Administrative Code 200.850.

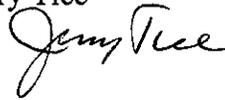
#### IV. CONCLUSION

For the foregoing reasons stated above, Southern Illinois Power Cooperative requests that the exceptions and proposed changes offered by Beasleys to the Proposed Order be denied.

Respectfully submitted,

SOUTHERN ILLINOIS POWER COOPERATIVE  
An Illinois not-for-profit Corporation and an  
electric cooperative,  
By GROSBOLL BECKER TICE TIPPEY & BARR  
and SORLING, NORTHRUP, HANNA, CULLEN  
& COCHRAN, Ltd.

By Jerry Tice



GROSBOLL BECKER TICE TIPPEY & BARR  
Jerry Tice of Counsel  
101 East Douglas Street  
Petersburg, IL 62675  
Telephone: 217-632-2282  
Facsimile: 217-632-5189  
[ticej@ticetippeybarr.com](mailto:ticej@ticetippeybarr.com)

SORLING NORTHRUP HANNA CULLEN & COCHRAN, LTD.  
Gary A. Brown of Counsel  
Suite 800 Illinois Building  
607 East Adams  
Springfield, Illinois 62705  
Telephone: 217-544-1144  
Facsimile: 217-522-3173  
[gabrown@sorlinglaw.com](mailto:gabrown@sorlinglaw.com)

sipcreplybriefonexcptionsofbeasley/jtelec

PROOF OF SERVICE

I, JERRY TICE, hereby certify that on the 4th day of June, 2012, I e-mailed a copy of the **BRIEF OF SOUTHERN ILLINOIS POWER COOPERATIVE IN REPLY TO THE BRIEF ON EXCEPTIONS BY FREDERIC BEASLEY AND CONNIE BEASLEY** and attached hereto, addressed to the following persons at the e-mail addresses set opposite their names:

John D. Albers  
Administrative Law Judge  
Illinois Commerce Commission  
527 E. Capital Ave.  
Springfield, IL 62701

[jalbers@icc.illinois.gov](mailto:jalbers@icc.illinois.gov)

Janis VonQualen  
Office of the General Counsel  
Illinois Commerce Commission  
527 East Capital Avenue  
Springfield, IL 62701

[jvonqual@icc.illinois.gov](mailto:jvonqual@icc.illinois.gov)

Yassir Rashid  
Engineering Department  
Illinois Commerce Commission  
527 East Capital Avenue  
Springfield, IL 62701

[yrashid@icc.illinois.gov](mailto:yrashid@icc.illinois.gov)

Don E. Prosser  
Gilbert Huffman Prosser Hewson & Barke, Ltd.  
P.O. Box 1060  
102 S. Orchard Dr.  
Carbondale, IL 62901

[attorneys@southernillinoislaw.com](mailto:attorneys@southernillinoislaw.com)

Carmen and Greg Turner  
%Brian R. Kalb  
Byron Carlson Petri & Kalb, LLC  
411 St. Louis Street  
Edwardsville, Illinois 62025

[brk@bcplaw.com](mailto:brk@bcplaw.com)

Fredric & Connie Beasley  
%Brian R. Kalb  
Byron Carlson Petri & Kalb, LLC  
411 St. Louis Street  
Edwardsville, Illinois 62025

[brk@bcpklaw.com](mailto:brk@bcpklaw.com)

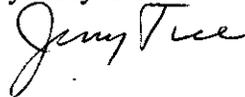
Edward J. Heller  
Reed Heller & Mansfield  
P.O. Box 727  
1100 Walnut  
Murphysboro, IL 62966

[rhmg@rhmglaw.com](mailto:rhmg@rhmglaw.com)

Carl Curtner  
136 Greencastle Circle  
Springfield, IL 62712

[curtnerc@msn.com](mailto:curtnerc@msn.com)

Grosboll Becker Tice Tippey & Barr  
By Jerry Tice



GROSBOLL BECKER TICE TIPPEY & BARR  
Jerry Tice of Counsel  
101 East Douglas Street  
Petersburg, IL 62675  
Telephone: 217-632-2282  
Facsimile: 217-632-5189  
[ticej@ticetippeybarr.com](mailto:ticej@ticetippeybarr.com)

SORLING NORTHRUP HANNA CULLEN & COCHRAN, LTD.  
Gary A. Brown of Counsel  
1 North Old State Capitol Plaza, Suite 200  
P.O. Box 5131  
Springfield, Illinois 62705  
Telephone: 217-544-1144  
Facsimile: 217-522-3173  
[gabrown@sorlinglaw.com](mailto:gabrown@sorlinglaw.com)