



Legal Department

American Electric Power
1 Riverside Plaza
Columbus, OH 43215-2373
AEP.com

March 11, 2022

Ms. Tanowa Troupe, Secretary
Ohio Power Siting Board
180 East Broad Street
Columbus, Ohio 43215-3793

Hector Garcia
Senior Counsel –
Regulatory Services
(614) 716-3410 (P)
hgarcia1@aep.com

**RE: Proof of Compliance with Condition
Case No. 18-0030-EL-BTX, 19-2024-EL-BTA, and 21-0269-EL-BTA
Vigo-Pine Ridge Switch 138 kV Transmission Line Project**

Dear Ms. Troupe:

In satisfaction of Condition (9) of the certificate for this Project, AEP Ohio Transmission Company, Inc. submits this notice and attachment to inform you that a Memorandum of Understanding has been agreed upon regarding the residential landscape plan for the above-referenced Project.

If you have any questions regarding this information, please do not hesitate to contact me.

Respectfully submitted,

/s/ Hector Garcia

Hector Garcia (0084517), Counsel of Record
Counsel for AEP Ohio Transmission Company, Inc.

cc: John Jones, Counsel OPSB Staff
Jon Pawley, OPSB Staff

MEMORANDUM OF UNDERSTANDING

To: **Bernard P. Brammer and Jacqueline A. Brammer, husband and wife**, whose mailing address is 1257 Francis Lane, Chillicothe, Ohio 45601

From: Ohio Power Company, a(n) Ohio corporation and a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, OH 43215 ("AEP")

Date: 3-8, 2022

AEP hereby agrees to the following matters in connection with its activities on the property owned by **Bernard P. Brammer and Jacqueline A. Brammer, husband and wife** (collectively, "Owner"), designated as Ross County Tax Parcel No. 180501009000 (the "Property"):

1. AEP will provide a sketch to accompany the easement, with a copy of survey showing exact acreage and exact markings of easement and pole locations with steel pins.
2. AEP will provide a written schedule of proposed build out.
3. AEP will have no underground facilities.
4. Owner reserves all rights not specifically granted in the easement.
5. Owner does not grant use or assignment for any entity that is not AEP, its parent, or a subsidiary company (i.e. no telecommunications companies).
6. No equipment will extend beyond the easement borders, including arms of poles
7. There will be no increase in amperage or voltage without additional written consent from the Owner.
8. There will be no future tree removal without prior consultation with the Owner, as well as removal of limbs, logs, and branches after all tree trimming is complete.
9. AEP will not use toxic weed killer. AEP will also complete proper reseeding and remediation of the area. AEP will remove all debris, brush and stumps.
10. Except for the Temporary Construction Entrance (TCE) during construction, there will be no access across the Owner's adjoining land.
11. If facilities fall into disuse or are abandoned, AEP must remove poles, equipment, etc. within 1 year of disuse or abandonment at AEP's cost.

Executed:

OHIO POWER COMPANY

By: _____
Kevin Beltz
Supervisor, Transmission Right of Way

Date: _____

GRANTOR

By: Bernard P Brammer
Bernard P. Brammer, husband

Date: 3-8-22

By: Jacqueline A Brammer
Jacqueline A. Brammer, wife

Date: 3-8-22

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

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in

Case No(s). 18-0030-EL-BTX, 19-2024-EL-BTA, 21-0269-EL-BTA

Summary: Notice Proof of Compliance with Condition 9 electronically filed by
Hector Garcia-Santana on behalf of AEP Ohio Transmission Company, Inc.