## Memorandum of Understanding

Public Service Company of Colorado d/b/a Xcel Energy (the "Company") and The Associated Landscape Contractors of Colorado ("ALCC") on behalf of the Green Industries of Colorado ("GreenCO") and its members agree that the Colorado utility locate law, Sec. 9-1.5-101, et. seq. C.R.S. 2000 (the "Law"), needs to be reviewed, among other reasons, to determine if it should be amended to include an exception to locate requirements for standard landscape maintenance which requires shallow digs no deeper that than 12" by hand and 4" by use of mechanized equipment (herein "Standard Landscape Maintenance Activities").

To the extent ALCC members fail to follow the notice provisions for locates under the Law and damage property belonging to the Company while performing Standard Landscape Maintenance Activities, the Company agrees, to the extent permitted under the Law, not to pursue civil penalties under the Law against the applicable ALCC members. Notwithstanding the foregoing, the Company retains all rights to recover for property damaged by ALCC members performing Standard Landscape Maintenance Activities. ALCC members agree to use reasonable care when performing these Standard Maintenance Activities and, if damage occurs, the ALCC member will notify the notification center regarding the damage.

Nothing herein shall be construed as granting or conferring any rights on GreenCO, ALCC or its members, nor shall anything contained herein be construed as a recommendation or endorsement to avoid compliance with or to change the Law.

This document becomes effective on the date signed and will remain in effect until July 31, 2009, unless terminated sooner. Each party to this MOU retains the right to terminate this agreement at any time upon written notice. This MOU may be modified only in a writing signed by both parties. The parties agree that nothing herein shall be construed to mean that any party has directly or indirectly endorsed, adopted or otherwise taken a position with respect to the Law or any amendments thereto.

Associated Landscape Contractors of Co	olorado (ALCC/GreenCO)	
Name: UPPLY	Date: 7 20 07	•
Public Service Company of Colorado d/	/b/a Xcel Energy	
Name: Sul ull	Date: 7/19/07	

## Memorandum of Understanding

Public Service Company of Colorado d/b/a Xcel Energy (the "Company") and The Associated Landscape Contractors of Colorado ("ALCC") on behalf of the Green Industries of Colorado ("GreenCO") and its members agree that the Colorado utility locate law, Sec. 9-1.5-101, et. seq. C.R.S. 2000 (the "Law"), needs to be reviewed, among other reasons, to determine if it should be amended to include an exception to locate requirements for standard landscape maintenance which requires shallow digs no deeper that than 12" by hand and 4" by use of mechanized equipment (herein "Standard Landscape Maintenance Activities").

To the extent ALCC members fail to follow the notice provisions for locates under the Law and damage property belonging to the Company while performing Standard Landscape Maintenance Activities, the Company agrees, to the extent permitted under the Law, not to pursue civil penalties under the Law against the applicable ALCC members. Notwithstanding the foregoing, the Company retains all rights to recover for property damaged by ALCC members performing Standard Landscape Maintenance Activities. ALCC members agree to use reasonable care when performing these Standard Maintenance Activities and, if damage occurs, the ALCC member will notify the notification center regarding the damage.

Nothing herein shall be construed as granting or conferring any rights on GreenCO, ALCC or its members, nor shall anything contained herein be construed as a recommendation or endorsement to avoid compliance with or to change the Law.

This document becomes effective on the date signed and will remain in effect until July 1, 2007, unless terminated sooner. Each party to this MOU retains the right to terminate this agreement at any time upon written notice. This MOU may be modified only in a writing signed by both parties. The parties agree that nothing herein shall be construed to mean that any party has directly or indirectly endorsed, adopted or otherwise taken a position with respect to the Law or any amendments thereto.

Associated Landscape Contractors of Co		
Name: KAFUJU	Date:	4019/1
Public Service Company of Colorado d/	b/a Xcel E	inergy
Name: Blat	Date: _	4/12/06

# Memorandum of Understanding

Comcast Cable Communications and Adelphia (the "Company") and The Associated Landscape Contractors of Colorado ("ALCC") on behalf of the Green Industries of Colorado ("GreenCO") and its members agree that the Colorado utility locate law, Sec. 9-1.5-101, et. seq. C.R.S. 2000 (the "Law"), needs to be reviewed, among other reasons, to determine if it should be amended to include an exception to locate requirements for standard landscape maintenance which requires shallow digs no deeper that than 12" by hand and 4" by use of mechanized equipment (herein "Standard Landscape Maintenance Activities").

To the extent ALCC members fail to follow the notice provisions for locates under the Law and damage property belonging to the Company while performing Standard Landscape Maintenance Activities, the Company agrees, to the extent permitted under the Law, not to pursue civil penalties under the Law against the applicable ALCC members. Notwithstanding the foregoing, the Company retains all rights to recover for property damaged by ALCC members performing Standard Landscape Maintenance Activities. ALCC members agree to use reasonable care when performing these Standard Maintenance Activities and, if damage occurs, the ALCC member will notify the notification center regarding the damage.

Nothing herein shall be construed as granting or conferring any rights on GreenCO, ALCC or its members, nor shall anything contained herein be construed as a recommendation or endorsement to avoid compliance with or to change the Law.

This document becomes effective on the date signed and will remain in effect until July 31, 2009, unless terminated sooner. Each party to this MOU retains the right to terminate this agreement at any time upon written notice. This MOU may be modified only in a writing signed by both parties. The parties agree that nothing herein shall be construed to mean that any party has directly or indirectly endorsed, adopted or otherwise taken a position with respect to the Law or any amendments thereto.

Name: Jan 1/2 4/07

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#### Memorandum of Understanding

Quest, Int., and Comcast Cable Communications Management, LLC on behalf of its Colorado affiliates (collectively, the "Companies") & The Associated Landscape Contractors of Colorado ("ALCC") on behalf of the Green Industries of Colorado ("GreenCO") and its members.

ALCC/GreenCO and the Companies agree that the Colorado utility locate law, Sec. 9-1.5-101, et. seq. C.R.S. 2000 (the "Law"), needs to be reviewed, among other reasons, to determine if it should be amended to include an exception to locate requirements for standard landscape maintenance which require shallow digs no deeper that than 12" by hand and 4" by use of mechanized equipment ("Standard Landscape Maintenance Activities").

To the extent ALCC members damage property belonging to the Companies while performing Standard Landscape Maintenance Activities, the Companies agree, to the extent permitted under the Law, not to pursue civil penalties under the Law against the applicable ALCC members. Notwithstanding the above, the Companies retain all rights to recover for property damaged by ALCC members performing Standard Landscape Maintenance Activities. Contractors will be expected to use reasonable care when performing these shallow dig activities, and if damage knowingly occurs, contractor will notify the locate notification center regarding the damage.

Nothing herein shall be construed as granting or conferring any rights on GreenCO, ALCC or its members, nor shall anything contained herein be construed as a recommendation or endorsement to avoid compliance with the Law.

This document becomes effective on the date signed and will remain in effect until July 1, 2007, unless terminated sooner or modified and agreed by both parties. Each party to this MOU retains the right to terminate this agreement at any time upon written notice. The Parties agree that nothing herein shall be construed to mean that any party has directly or indirectly endorsed, adopted or otherwise taken a position with respect to the Law or any amendments thereto.

Name: KAMU Associated Landscape C	contractors of Co	Date: \ olorado (ALCC	Mily GreenCO)		
Name:		Date:			
Qwest Inc.	Kell		el.		
Name:	1 101	_ Date: <u>4-16</u>			
Comcast Cable Commun	nications Manag	gement, LLC, or	n behalf of its	Colorado affil	iates