



414 Nicollet Mall
Minneapolis, Minnesota 55401

February 25, 2014

--Via Electronic Filing--

Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

RE: PETITION
APPROVAL OF A NEW ADMINISTRATIVE SERVICES AGREEMENT WITH
NORTHERN STATES POWER COMPANY-WISCONSIN
DOCKET NO. E002/AI-14-_____

Dear Dr. Haar:

Enclosed for filing is the Petition of Northern States Power Company requesting approval of a new Administrative Services Agreement with Northern States Power Company-Wisconsin.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies of the one-page Summary of Filing have been served on the parties on the attached service list.

Please contact me at paul.lehman@xcelenergy.com or 612-330-7529 if you have any questions regarding this filing.

Sincerely,

/s/

PAUL J LEHMAN
MANAGER, REGULATORY COMPLIANCE AND FILINGS

Enclosures
c: Service List (Summary)

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
David Boyd	Commissioner
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF AN AFFILIATE
AGREEMENT WITH NORTHERN STATES
POWER COMPANY-WISCONSIN

DOCKET No. E002/AI-14-_____

PETITION

INTRODUCTION

Northern States Power Company, a Minnesota corporation (NSPM or the Company) submits this Petition to the Minnesota Public Utilities Commission for approval of an agreement with the Company's affiliate, Northern States Power Company, a Wisconsin corporation (NSPW). We are making this filing pursuant to Minn. Stat. § 216B.48 and Minn. Rule 7825.2200(B), which require Commission approval for affiliate transactions in excess of \$50,000.

We request approval of a new, additional, Administrative Services Agreement (ASA) between the Company and NSPW. The ASA would allow NSPM and NSPW to provide employees, services or goods to each other, and be reimbursed at cost, in circumstances where:

- The employees or goods are available; and
- The goods or services provided by employees relate to a project which has received the necessary regulatory approval(s) from the relevant state regulatory body in the jurisdiction(s) where a project is located.

The standard governing the Commission's review of a service agreement is whether the contract is reasonable and consistent with the public interest. We believe that this ASA is reasonable and in the public interest for two primary reasons. First, the agreement balances the Commission's affiliate transactions oversight with an effective use of resources by applying only to projects which have received regulatory approval from the jurisdiction(s) in which the project will be constructed. Second, the payment provisions are reasonable and only reimburse the Company for its costs of providing services. Therefore, the Company believes we satisfy the applicable standard and respectfully requests that the Commission approve the new ASA.

I. SUMMARY OF FILING

A one-paragraph summary is attached to this filing pursuant to Minn. R. 7829.1300, subp. 1.

II. SERVICE ON OTHER PARTIES

Pursuant to Minn. R. 7829.1300, subp. 2, the Company has served a copy of this filing on the Office of the Attorney General – Antitrust and Utilities Division. A summary of the filing has been served on all parties on the enclosed service list.

III. GENERAL FILING INFORMATION

Pursuant to Minn. R. 7829.1300, subp. 3, we provide the following information.

A. Name, Address, and Telephone Number of Utility

Northern States Power Company, doing business as:
Xcel Energy
414 Nicollet Mall
Minneapolis, MN 55401
(612) 330-5500

B. Name, Address, and Telephone Number of Utility Attorney

Mara N. Koeller
Associate Attorney
Xcel Energy
414 Nicollet Mall, 5th Floor
Minneapolis, MN 55401
612-215-4605

C. Date of Filing

The date of this filing is February 25, 2014. The ASA between the Company and NSPW was signed on February 25, 2014. Consistent with Commission precedent, this affiliated interest filing is being made within 30 days of the agreement being entered into.

D. Statute Controlling Schedule for Processing the Filing

Minn. Stat. § 216B.48 and Minn. Rule 7825.2200 (B) govern the Affiliated Interest substantive criteria related to the ASA. These provisions do not establish an explicit time deadline for Commission action.

E. Utility Employee Responsible for Filing

Paul J Lehman
Manager, Regulatory Compliance and Filings
Xcel Energy
414 Nicollet Mall, 7th Floor
Minneapolis, MN 55401
(612) 330-7529

IV. MISCELLANEOUS INFORMATION

Pursuant to Minn. R. 7829.0700, the Company requests that the following persons be placed on the Commission's official service list for this proceeding:

Mara N. Koeller
Associate Attorney
Xcel Energy
414 Nicollet Mall, 5th floor
Minneapolis, MN 55401
mara.n.koeller@xcelenergy.com

SaGonna Thompson
Records Analyst
Xcel Energy
414 Nicollet Mall, 7th Floor
Minneapolis, MN 55401
regulatory.records@xcelenergy.com

Any information requests in this proceeding should be submitted to Ms. Thompson at the Regulatory Records email address above.

V. DESCRIPTION AND PURPOSE OF FILING

A. Background

On December 3, 2013, in Docket No. E002/AI-13-1108 (the Hampton-La Crosse Affiliates Filing), we requested approval of two affiliate contracts related to the construction and operation of the Wisconsin portions of the CapX2020 Hampton-Rochester-La Crosse 345 kV Transmission Project. In that filing we committed to further assess the terms of the existing service agreements and update them, as necessary. We have now completed our assessment and determined that an additional ASA is necessary due to the anticipated capital projects that will require NSPM to

provide NSPW construction services that do not fall under existing service agreements due to their cost.

For ease, Table 1 below lists where the statutory filing requirements are located throughout this filing:

Table 1: Filing Requirements

Requirement	Authority	Location in Filing
A verified copy of the contract[s].	Minn. Stat. 216B.48, subvid. 3	Attachment B
All the contracts or arrangements, whether written or unwritten, entered into . . . and in force and effect at that time.	Minn. Stat. 216B.48, subvid. 3	Attachment A
A descriptive title of each contract or arrangement.	Minn. R. 7825.2200, subp. B(1)	Attachment A
A copy of the contract or agreement.	Minn. R. 7825.2200, subp. B(2)	Attachment B
A list and the past history of all contracts or agreements outstanding between the Company and affiliate interest, the consideration received by the affiliate interest for such contracts or agreements, and a verified summary of the relevant cost records.	Minn. R. 7825.2200, subp. B(3)	Attachment A
A descriptive summary of the pertinent facts and reasons why such contract or agreement is in the public interest.	Minn. R. 7825.2200, subp. B(4)	Summarized in Attachment A; detailed in the Public Interest section of this Petition
Competitive Bidding	Minn. R. 7825.2200, subp. B(5)	Summarized in Attachment A; detailed in the Public Interest section of this Petition

B. Existing Affiliate Interest Contracts

We have the following two administrative services agreements, which have previously been approved by the Commission:

- *XES Service Agreement* - This is an administrative services agreement between the Company and Xcel Energy Services Inc. (XES), it provides terms for the provisions of certain goods and services between XES and the Company. There is a similar XES Service Agreement between XES and each of the other Xcel Energy Operating Companies.
- *OpCo Service Agreement* - This is an administrative services agreement between the Company and the other Xcel Energy Operating Companies, it provides for the exchange of goods and services between the Xcel Energy Operating Companies.

Each of these administrative services agreements is described further below.

1. *XES Service Agreement*

The XES Service Agreement was first approved by the Commission in Docket No. E,G002/AI-00-1251 on April 27, 2001. The most recent update to that agreement was approved by the Commission in Docket No. E,G002/AI-08-760 on January 29, 2009.

Among other things, under the XES Service Agreement, XES provides construction management services on behalf of the Company. Specifically, the XES Service Agreement contemplates, on page 7 of Appendix A, that certain aspects of transmission design and construction will be performed for the Company by XES. These construction services include, Energy Delivery Engineering/Design, Construction, and Operations & Maintenance services. A similar agreement exists between XES and NSPW.

In practice, XES provides management services to the Company with respect to budgeting, supervising, hiring, payments and other types of construction management work. However, the actual physical construction work is performed by the Company's bargaining employees or contractors to ensure compliance with our legal and contractual obligations. Consequently, to the extent that the Company provides construction services to NSPW, it does so utilizing XES personnel pursuant to the XES Service Agreement and the Company personnel pursuant to the OpCo Service Agreement, described below.

2. *OpCo Service Agreement*

The OpCo Service Agreement¹ was approved by the Commission in Docket No. E002/AI-01-493 on June 22, 2001. The Company sought approval of the OpCo Service Agreement so that an affiliated agreement is not required each time a service or good is lent or sold between operating companies. The OpCo Service Agreement is intended to allow for Xcel Energy to maximize the economies of scale of its holding company structure and reduce duplication of costs between the operating companies.

With respect to construction, Section 2.01 of the OpCo Service Agreement provides that an operating company subsidiary may provide "incidental" services to any other operating utility subsidiary at cost. Such services include "construction and/or

¹ The OpCo Service Agreement is among the Company, NSPW, Public Service Company of Colorado (PSCo), , and Southwestern Public Service Company.

operation” services. In practice, the Company personnel, managed by XES under the XES Service Agreement, have provided the construction services (at cost) required by NSPW since the inception of the OpCo Service Agreement. The Company had identified this work as “incidental” since it was routine in nature and because no major construction projects had been undertaken in Wisconsin until the Hampton-La Crosse Project.

C. ASA Requiring Commission Approval

As committed in our Hampton-La Crosse Affiliates Filing, we assessed the terms of the existing service agreements and determined it was necessary to enter into a new ASA between the Company and NSPW. We made this determination because of the capital investments the Company and NSPW plan to make in the next few years and the fact that Company personnel generally provide construction services required by NSPW. Had the Company made changes to the OpCo Service Agreement, those changes would have needed approval by or filing with commissions that regulate all of the Xcel Energy operating companies, even though the changes primarily impact regulation of the Company and NSPW.

To develop the ASA, we used the existing OpCo Service Agreement as a guide. The ASA allows for the Company and NSPW to provide employees, services, or goods to each other at cost if the employees or goods are available and the goods or services relate to a project which has received regulatory approval from the state regulatory body in the jurisdiction(s) in which the project is located.

A copy of the ASA is provided as Attachment B to this Petition. Because the OpCo Service Agreement was used as a guide, Attachment C provides a redline comparing the OpCo Service Agreement with the ASA.

D. Public Interest

Minn. Stat. § 216B.48 provides the applicable standard of review and burden of proof:

The commission shall approve the contract or arrangement made or entered into after that date only if it clearly appears and is established upon investigation that it is reasonable and consistent with the public interest. No contract or arrangement may receive the commission’s approval unless satisfactory proof is submitted to the commission of the cost to the affiliated interest or rendering the services or of furnishing the property or service to each public utility. Proof is satisfactory only if it includes the original or verified copies of the relevant cost records and other relevant accounts of the affiliated interest, or an abstract or summary as the commission may deem adequate,

properly identified and duly authenticated, provided, however, that the commission may, where reasonable, approve or disapprove the contracts or arrangements without the submission of cost records or accounts. The burden to establish the reasonableness of the contract or arrangement is on the public utility.

We believe that this ASA is reasonable and in the public interest for two primary reasons. First, the scope of the applicable projects has been limited to only those which have received regulatory approval and second, we will only be reimbursed for our costs of providing services. We discuss both of these points further below.

1. Scope Limited to Projects which have Received Regulatory Approval

We appreciate that the Commission has jurisdiction over any affiliate transaction in excess of \$50,000 unless the contemplated affiliate transaction is covered by the existing service agreements. Because of the anticipated capital investments in the next few years, the Company and NSPW expect to enter into numerous affiliate transactions that do not fall under existing service agreements due to the fact that these costs will likely not be considered incidental. In developing the new ASA, the Company tried to balance the Commission's affiliate transactions oversight with an effective use of resources by making it applicable only to projects which have received regulatory approval from the jurisdiction(s) in which the project will be constructed.

The new ASA relates primarily to NSPM providing goods and services to NSPW during the construction of capital projects. NSPW serves customer in Wisconsin and Michigan. In Wisconsin, capital projects over a certain dollar threshold² require Public Service Commission of Wisconsin (PSCW) approval. Approval of PSCW-jurisdictional projects is not granted until the PSCW has certified that public convenience and necessity require the project. In addition, the PSCW may refuse to certify a project if it appears that completion of the project will do any of the following:³

1. Substantially impair the efficiency of the service of the public utility.
2. Provide facilities unreasonably in excess of the probable future requirements.
3. When placed in operation, add to the cost of service without proportionately increasing the value or available quantity of service unless the public utility waives consideration by the PSCW, in the fixation of rates, of such consequent increase of cost of service.

² Currently \$10,000,000. Starting on May 1, 2014, this amount will be adjusted every two years to reflect changes to the cost of utility construction. See Wis. Stat. § 196.49(5g)(a).

³ See Wis. Stat. § 196.49(3)(b).

In PSCW approvals recently granted to NSPW, NSPW is required to promptly notify the PSCW if project costs may exceed the estimated costs by more than 10 percent and submit final costs to the PSCW, explaining categories where costs deviated significantly from those authorized.

Michigan law requires Commission approval for transmission lines five miles or more through which electricity is transferred a system bulk supply voltage of 345 kilovolts (kV) or more and permits Commission approval of other transmission lines.

2. Project Accounting Ensures No Double Recovery

Affiliate interest requirements exist, in part, to ensure that transactions amongst affiliated interests are transparent. The Company's accounting procedures governing this relationship ensures no double recovery.

First, the Company budgets how much of its construction time will be spent on capital projects versus operations and maintenance. When capital work is performed, NSPW will pay the Company at cost for the goods or services it provides. The costs would be reported in the Jurisdictional Annual Reports.

Once a capital project is in service, the Company will pay NSPW for its load ratio share of the use of the project and receive its share of the associated transmission revenues, pursuant to the terms of the Interchange Agreement between NSPM and NSPW. The budgeting, payment, and cost recovery processes are discussed further below.

a. Budgeting for Construction Services

We recognize that stakeholders have an interest in ensuring that the labor utilized for capital projects is not already being recovered through base rates. We consistently use our internal labor resources and allocate sufficient Company resources to capital projects in the budgeting process to eliminate the risk of recovery of these costs through base rates. As demonstrated in the Hampton-La Crosse Affiliates Filing, there has been a trend of consistent budget and actual amounts of the Company internal labor costs allocated to O&M activities (and included in base rates) and the amount of costs allocated to capital activities (and not included in base rates).

b. Payment for Construction Services

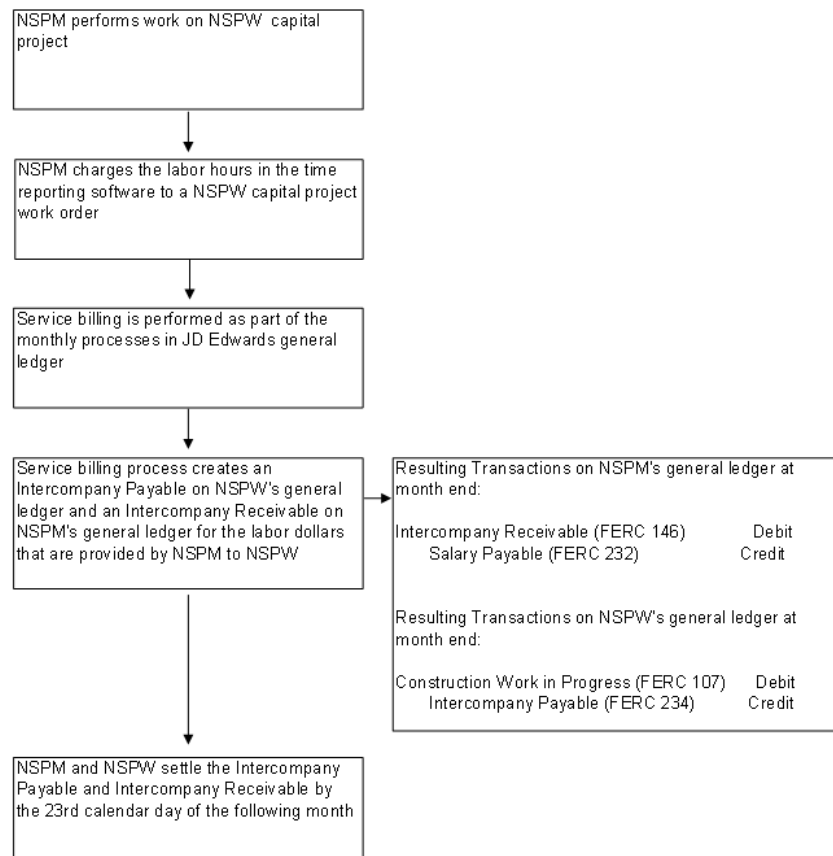
Any payment made to the Company is to cover our actual costs of providing employees, goods, or services, with no profit margin. Consequently, there will be no effect on the ratemaking treatment of applicable capital projects.

The Company will be paid for our actual costs through the Xcel Energy intercompany billing practices. All capital projects use a work order system to segregate and track costs by legal entity and state. Unique work orders are established for the purpose of billing amounts due from the relevant operating company, and state specific capital work orders are used to record NSPW's respective share of capital costs, including overheads. By charging to the capital work orders, NSPW can account for all capital costs of the project and capitalize the Company's work on capital projects.

This intercompany billing process, which is documented below in Table 2, ensures that the Company costs which are capitalized to a NSPW project are actually paid for by NSPW thereby ensuring there is no double counting.

Table 2

Intercompany Billing Process



c. Recovery of Project Costs

As an NSPW capital asset, NSPW will charge users of the asset a rate to earn its revenue requirement for the project. Under the Interchange Agreement, the Company will be billed for approximately 85 percent of the revenue requirement for NSPW capital projects. The Company will then seek to recover the Minnesota jurisdictional portion of that charge from our Minnesota customers. This is the same process used for all NSPW owned transmission assets under the Interchange Agreement. As demonstrated above, the Company is made whole but earns no margin on any of the goods or services provided. Consequently, recovering costs billed through the Interchange Agreement will not result in double recovery.

CONCLUSION

The Company respectfully requests approval of the new ASA between NSPM and NSPW. The agreement is reasonable and satisfies the public interest.

Dated: February 25, 2014

Northern States Power Company

Respectfully submitted by:

/s/

PAUL J LEHMAN
MANAGER, REGULATORY COMPLIANCE AND FILINGS

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
David Boyd	Commissioner
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF AN AFFILIATE
AGREEMENT WITH NORTHERN STATES
POWER COMPANY-WISCONSIN

DOCKET NO. E002/AI-14-_____

PETITION

SUMMARY OF FILING

Please take notice that on February 25, 2014, Northern States Power Company, a Minnesota corporation, doing business as Xcel Energy, submitted to the Minnesota Public Utilities Commission a Petition for approval of an agreement with the Company's affiliate, Northern States Power Company, a Wisconsin corporation. This filing was made pursuant to Minn. Stat. § 216B.48 and Minn. Rule 7825.2200(B), which require Commission approval for affiliate transactions in excess of \$50,000.

REQUIRED FILING INFORMATION

Pursuant to Rule 7825.2200, subp. B, and the filing guidelines for affiliated interest agreements adopted in Docket No. E,G999/CI-98-651,¹ the Company provides the following information.

A. Description of the Agreement

The Administrative Services Agreement between NSPM and NSPW would allow the two companies to provide employees, services or goods to each other, and be reimbursed at cost, in circumstances where:

- The employees or goods are available; and
- The goods or services provided by the employees relate to a project which has received the necessary regulatory approval(s) from the relevant state regulatory body or bodies in the jurisdiction(s) where a project is located.

B. Copy of the Agreement

A copy of the ASA is provided as Attachment B to this Petition. The OpCo Service Agreement, approved by the Commission is Docket No. E002/AI-01-493, was used as a guide to develop the ASA between NSPM and NSPW. Thus, Attachment C provides a redline comparing the OpCo Service Agreement with the instant ASA.

C. Other Agreements between Petitioner and Affiliated Interest

1. List of Outstanding Contracts or Agreements

- OpCo Service Agreement
- Restated Agreement to Coordinate Planning and Operations and Interchange Power and Energy between Northern States Power Company (Minnesota) and Northern States Power Company (Wisconsin) (the Interchange Agreement) (FERC jurisdictional)
- Wisconsin Construction Management Agreement, currently pending Commission action in Docket No. E002/AI-13-1108
- Briggs Road Substation Agreement, currently pending Commission action in Docket No. E002/AI-13-1108

¹ Docket No. E,G999/CI-98-651, ORDER INITIATING REPEAL OF RULE, GRANTING GENERIC VARIANCE, AND CLARIFYING INTERNAL OPERATING PROCEDURES, dated September 14, 1998.

2. Consideration Received by Affiliated Interest

Pursuant to Section 3.01 of the OpCo Service Agreement, the consideration paid to any OpCo providing goods or services shall be the actual costs for goods and actual costs for labor, transportation and employee expenses, materials and supplies, and other expenses.

Pursuant to Article X of the Interchange Agreement, the objective of the charges is to compensate the Party selling power and energy for its full fixed costs including return and its full variable costs of producing and transmitting power and energy.

As described in more detail in the Company's Petition in Docket No. E002/AI-13-1108, the consideration paid to NSPM under both the Construction Management Agreement and the Briggs Road Substation Agreement is the actual costs for its services. The Construction Management Agreement Article 5, Section 5.4 describes the specific costs chargeable and not chargeable to the project. Paragraph 2 of the Briggs Road Agreement explains how costs should be charged by NSPM to NSPW.

3. Summary of Relevant Costs

A summary of the relevant costs are provided in the Electric Jurisdictional Annual Report at Section E-13.

D. Summary of Facts and Reasons Why the Agreement is in the Public Interest

The ASA between NSPM and NSPW seeks to balance the Commission's affiliate transactions oversight with an effective use of resources by applying only to projects which have received regulatory approval (e.g., a Certificate of Public Convenience and Necessity; a Certificate of Authority; a Certificate of Need; a Route or Site Permit) from the jurisdiction(s) in which the project will be constructed. As described in more detail in the petition, regulatory commissions tend to consider and monitor cost when granting these types of regulatory approvals. In addition, the payment provisions are reasonable and will only reimburse the Company for its costs of providing services.

E. Competitive Bidding

Competitive bidding was not conducted before entering into this agreement. The instant agreement covers only goods and services related to projects that have received the necessary regulatory approval(s) in the jurisdiction where the project was located. When approving projects, regulators generally consider the cost of the project in its decision and in some jurisdictions require reporting and reconciliation comparing the budgeted costs to actual costs. While not competitive bidding per se, reporting and reconciliation requirements will help to ensure that overall project costs are reasonable.

F. Access to Customer Information

The Agreement does not give Northern States Power Company-Wisconsin access to Northern States Power Company, a Minnesota corporation, customer information.

ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN NSP AND NSP-WISCONSIN

THIS AGREEMENT is effective as of the ~~29th~~ day of January, 2014, by and between certain operating utility subsidiaries ("the Operating Utilities") of Xcel Energy Inc. a Registered Public Utility Holding Company. The applicable wholly-owned utility operating company subsidiaries are: Northern States Power Company, a Minnesota corporation ("NSP") and Northern States Power Company, a Wisconsin corporation ("NSP-Wisconsin").

RECITALS

WHEREAS, the Operating Utilities are authorized to engage in the retail sale of gas and electric energy in certain states; and

WHEREAS, transactions between the Operating Utilities are subject to the jurisdiction of the laws and related rules of the states in which the Operating Utilities operate, requiring, *inter alia*, that such transactions or services between the Operating Utilities to be priced or provided at cost; and

WHEREAS, the Operating Companies entered into an Administrative Services Agreement, dated April 5, 2001, where the Operating Companies (among others) agreed to provide for the rendering of and charging for certain *incidental* personnel, *incidental* services and *incidental* goods by each party to the other party; and

WHEREAS, both of the Operating Utilities may benefit from entering into transactions, which are not incidental in nature, for certain services or personnel of a particular operating utility or for certain sales or leases of goods including, but not limited to, utility equipment, poles, conductor, coal and other fuels, rail cars or other transportation services, and other goods of the Operating Utilities; and

WHEREAS, the Operating Utilities are willing to provide and assign such employees, services or goods to other Operating Utilities if and when such employees, services or goods are available and if and when the good and services relate to a project which has received the necessary regulatory approvals from the relevant state regulatory body or bodies in the jurisdiction(s) in which the project is located; and

WHEREAS, the parties desire to enter into an agreement to provide for the rendering of and charging for certain personnel, services and goods by each party to the other party, which services and goods are not provided for in any other agreement between the parties and when the goods and services relate to a project which has received the necessary regulatory approvals from the relevant regulatory body or bodies; and

WHEREAS, it is the intent of the parties that each party recover from the other party the costs actually incurred by one party on behalf of the other party.

NOW THEREFORE, the parties agree as follows:

ARTICLE I
PERSONNEL ASSIGNED

1.01 If available, mutually beneficial, and upon request, both Operating Utilities agree to provide and assign certain of its employees or goods to the other Operating Utility. Determination of availability, and mutual benefit, of such employees or goods shall be at the sole discretion of each Operating Utility requested to provide goods or services. The Operating Utility employees are those that are employees of the individual Operating Utility. The Operating Utility goods are those goods owned or leased by the individual Operating Utility.

ARTICLE II
SERVICES and GOODS RENDERED

2.01 If the services relate to a project which has received the necessary regulatory approvals from the relevant state regulatory body or bodies in the jurisdiction(s) in which the project is located, and if available and upon request, each Operating Utility will, at its cost, render services of individual Operating Utility Personnel to the other Operating Utility, including for example, delivery services such as electric and/or natural gas transmission and/or distribution crews for construction, maintenance, or service restoration; generating plant maintenance, construction and/or operation; and other similar services which the parties may agree from time to time.

2.02 If the goods relate to a project which has received the necessary regulatory approvals from the relevant state regulatory body or bodies in the jurisdiction(s) in which the project is located, and if available and upon request, each Operating Utility will, at its cost, render goods of the individual Operating Utility to the other Operating Utility, including, but not limited to, utility equipment; computers and software; railcars and other transportation services; coal and other fuels; and other goods or services owned, leased or contracts for by such Operating Utility.

ARTICLE III
CHARGES

3.01 The charges to be billed and paid under this Agreement shall consist of actual costs for goods and actual costs for labor, transportation and employee expenses, materials and supplies, and other expenses. The Operating Utility providing such goods or services shall document the goods or services provided and the costs of providing such goods or services to the other Operating Utility(ies).

3.02 Where an Operating Utility simultaneously renders goods or services to both Operating Utilities, the costs for such goods or services shall first be directly assigned based on the time or investment made for each project; and thereafter, such costs shall be fairly and equitable distributed among the Operating Utilities receiving the goods and services using one or more of the allocation ratios utilized by Xcel Energy Services Inc.

3.03 By the 25th day of each month, or as otherwise mutually agreed, Xcel Energy Services Inc. on behalf of each providing Operating Utility shall render an invoice for all services provided by it to any of the other Operating Utilities for goods and services provided.

ARTICLE IV REGULATION

4.01 This Agreement is subject to the review of any regulatory body which has jurisdiction.

ARTICLE V TERM

5.01 This agreement shall be effective as of the date first stated above and continue in effect unless cancelled by any party upon sixty (60) days prior written notice to the other parties or by mutual agreement of the parties.

ARTICLE VI GOVERNING LAW

6.01 This agreement shall be construed in accordance with and be governed by the laws of the State of Minnesota.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by their respective duly authorized officers on the day and year below written.

Of behalf of
Northern States Power Company

Of behalf of
Northern States Power Company-
Wisconsin

By David M. Sp. by
SVP & Group President
Its President & CEO DSP-MN

By _____

Its _____

Date 1/29/2014

Date _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by their respective duly authorized officers on the day and year below written.

Of behalf of
Northern States Power Company

Of behalf of
Northern States Power Company-
Wisconsin

By _____

By  _____

Its _____

Its PRESIDENT & CEO _____

Date _____

Date 01/29/14 _____

ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN NSP AND NSP-WISCONSIN

THIS AGREEMENT is effective as of the ____ day of ~~April, 2004~~ January, 2014, by and between ~~certain the~~ operating utility subsidiaries (“the Operating Utilities”) of Xcel Energy Inc. a Registered Public Utility Holding Company. The ~~applicable se~~ wholly-owned utility operating company subsidiaries are: Northern States Power Company, a Minnesota corporation (“NSP”) ~~and~~; Northern States Power Company, ~~a~~ Wisconsin corporation (“NSP-Wisconsin”), ~~Public Service Company of Colorado (“PSCo”), Cheyenne Light, Fuel and Power Company (“CLFP”), Southwestern Public Service Company (“SPS”) and Black Mountain Gas Company (“BMG”).~~

RECITALS

WHEREAS, the Operating Utilities are authorized to engage in the retail sale of gas and electric energy in certain states; and

WHEREAS, transactions between the Operating Utilities are subject to the jurisdiction of the ~~Securities Exchange Commission under the Public Utilities Holding Company Act~~ laws and related rules of the states in which the Operating Utilities operate, requiring, *inter alia*, ~~that for~~ such transactions or services between the Operating Utilities to be priced or provided at cost; and

WHEREAS, the Operating Companies entered into an Administrative Services Agreement, dated April 5, 2001, where the Operating Companies (among others) agreed to provide for the rendering of and charging for certain incidental personnel, incidental services and incidental goods by each party to the other party; and

WHEREAS, one or more both of the Operating Utilities may benefit from entering into transactions, which are not incidental in nature, for ~~incidental~~ certain services or personnel of a particular operating utility or for ~~the incidental~~ certain sales or leases of goods including, but not limited to, utility equipment, poles, conductor, coal and other fuels, rail cars or other transportation services, and other goods of the Operating Utilities; and

WHEREAS, the Operating Utilities are willing to provide and assign such employees, services or goods to other Operating Utilities if and when such employees, services or goods are available and if and when the good and services relate to a project which has received the necessary regulatory approvals from the relevant state regulatory body or bodies in the jurisdiction(s) in which the project is located; and

WHEREAS, the parties desire to enter into an agreement to provide for the rendering of and charging for certain ~~incidental~~ personnel, ~~incidental~~ services and ~~incidental~~ goods by each party to the other party, which services and goods are not provided for in any other agreement between the parties and when the goods and services relate to a project

which has received the necessary regulatory approvals from the relevant regulatory body or bodies; and

WHEREAS, it is the intent of the parties that each party recover from the other party the costs actually incurred by one party on behalf of the other party.

NOW THEREFORE, the parties agree as follows:

ARTICLE I PERSONNEL ASSIGNED

1.01 If available, mutually beneficial, and upon request, ~~both each of the~~ Operating Utilities agrees to provide and assign certain of its employees or goods to ~~any of the other~~ Operating Utility~~ies~~. Determination of availability, and mutual benefit, of such employees or goods shall be at the sole discretion of each Operating Utility requested to provide goods or services. The Operating Utility employees are those that are employees of the individual Operating Utility. The Operating Utility goods are those goods owned or leased by the individual Operating Utility.

ARTICLE II SERVICES and GOODS RENDERED

2.01 If the services relate to a project which has received the necessary regulatory approvals from the relevant state regulatory body or bodies in the jurisdiction(s) in which the project is located, and if available and upon request, each Operating Utility will, at its cost, render ~~incidental~~ services of individual Operating Utility Personnel to ~~any or all of the other~~ Operating Utility~~ies~~, including for example, delivery services such as electric and/or natural gas transmission and/or distribution crews for construction, maintenance, or service restoration; generating plant maintenance, construction and/or operation; and other similar services which the parties may agree from time to time.

2.02 If the goods relate to a project which has received the necessary regulatory approvals from the relevant state regulatory body or bodies in the jurisdiction(s) in which the project is located, and if available and upon request, each Operating Utility will, at its cost, render ~~incidental~~ goods of the individual Operating Utility to ~~any or all of the other~~ Operating Utility~~ies~~, including, but not limited to, utility equipment; computers and software; railcars and other transportation services; coal and other fuels; and other goods or services owned, leased or contracts for by such Operating Utility.

ARTICLE III CHARGES

3.01 The charges to be billed and paid under this Agreement shall consist of actual costs, ~~determined in accordance with SEC Rule 91,~~ for goods and actual costs for labor,

transportation and employee expenses, materials and supplies, and other expenses. The Operating Utility providing such goods or services shall document the goods or services provided and the costs of providing such goods or services to the other Operating Utility(ies).

3.02 Where an Operating Utility simultaneously renders goods or services to ~~more than one of the other~~both Operating Utilities, the costs for such goods or services shall first be directly assigned based on the time or investment made for each project; and thereafter, such costs shall be fairly and equitably distributed among the Operating Utilities receiving~~ed~~ the goods and services using one or more of the allocation ratios utilized by Xcel Energy Services Inc.

3.03 By the 25th day of each month, or as otherwise mutually agreed, Xcel Energy Services Inc. on behalf of each providing Operating Utility shall render an invoice for all services provided by it to any of the other Operating Utilities for goods and services provided.

ARTICLE IV REGULATION

4.01 This Agreement is subject to the review of any regulatory body which has jurisdiction.

ARTICLE V TERM

~~56~~.01 This agreement shall be effective as of the date first stated above and continue in effect unless cancelled by any party upon sixty (60) days prior written notice to the other parties or by mutual agreement of the parties.

ARTICLE VI GOVERNING LAW

~~67~~.01 This agreement shall be construed in accordance with and be governed by the laws of the State of Minnesota.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by their respective duly authorized officers on the day and year below written.

Of behalf of
Northern States Power Company

Of behalf of
Northern States Power Company-
Wisconsin

~~Public Service Company of Colorado~~
~~Southwestern Public Service Company~~
~~Cheyenne Light, Fuel & Power Co.~~
~~Black Mountain Gas Company~~

By_____

By_____

Its_____

Its_____

Date_____

Date_____

CERTIFICATE OF SERVICE

I, SaGonna Thompson, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped
with postage paid in the United States mail at Minneapolis, Minnesota

xx electronic filing

XCEL ENERGY'S MISCELLANEOUS ELECTRIC SERVICE LIST

Dated this 25th day of February 2014

/s/

SaGonna Thompson
Records Analyst

[illegible]

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Richard	Johnson	Rick.Johnson@lawmoss.com	Moss & Barnett	90 South 7th Street Suite #4800 Minneapolis, MN 554024129	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Mark J.	Kaufman	mkaufman@ibewlocal949.org	IBEW Local Union 949	12908 Nicollet Avenue South Burnsville, MN 55337	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Thomas G.	Koehler	N/A	Local Union #160, IBEW	2909 Anthony Ln Minneapolis, MN 55418-3238	Paper Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Douglas	Larson	dlarson@dakotaelectric.com	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Andrew	Moratzka	apmoratzka@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
David W.	Niles	david.niles@avantenergy.com	Minnesota Municipal Power Agency	Suite 300 200 South Sixth Street Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Joseph V.	Plumbo		Local Union 23, I.B.E.W.	932 Payne Avenue St. Paul, MN 55130	Paper Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Richard	Savelkoul	rsavelkoul@martinsquires.com	Martin & Squires, P.A.	332 Minnesota Street Ste W2750 St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric
Ken	Smith	ken.smith@districtenergy.com	District Energy St. Paul Inc.	76 W Kellogg Blvd St. Paul, MN 55102	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric
Ron	Spangler, Jr.	rlspangler@otpc.com	Otter Tail Power Company	215 So. Cascade St. PO Box 496 Fergus Falls, MN 565380496	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric
Byron E.	Starns	byron.starns@leonard.com	Leonard Street and Deinard	150 South 5th Street Suite 2300 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric
James M.	Strommen	jstrommen@kennedy-graven.com	Kennedy & Graven, Chartered	470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric
Eric	Swanson	eswanson@winthrop.com	Winthrop Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric
SaGonna	Thompson	Regulatory.Records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric
Lisa	Veith	lisa.veith@ci.stpaul.mn.us	City of St. Paul	400 City Hall and Courthouse 15 West Kellogg Blvd. St. Paul, MN 55102	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric