



414 Nicollet Mall
Minneapolis, Minnesota 55401

— VIA ELECTRONIC FILING —

December 2, 2011

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

RE: PETITION FOR APPROVAL OF A NEW ESCROW FUND AGREEMENT FOR
NUCLEAR PLANT DECOMMISSIONING
DOCKET NO. E002/M-11- 1184

Dear Dr. Haar:

Northern States Power Company, a Minnesota corporation (“Xcel Energy” or the “Company”), submits to the Minnesota Public Utilities Commission (the “Commission”) a Petition for approval to modify the Accessible Escrow Fund accounts for nuclear plant decommissioning.

The Commission’s July 20, 2006, Order in Docket No. E002/M-05-1648 approved the Company’s May 8, 2006, Petition to establish new escrow accounts for nuclear plant decommissioning funds in a way that would allow funds to be returned to ratepayers if warranted. The establishment of the “accessible external escrow proposal” was embodied in an Escrow and Custody Agreement. The agreement is designed to set aside nuclear decommissioning funds in accounts that are accessible prior to or during the decommissioning process. Transfers from the fund and modifications to the agreement can only be made upon Commission approval.

Since the Commission’s approval of the Escrow and Custody Agreement, the Nuclear Regulatory Commission has approved the operating licenses of both Prairie Island and Monticello an additional 20 years. Monticello can now operate until 2030, Prairie Island Unit 1 can operate until 2033 and Prairie Island Unit 2 unit 2034. Due to the change in remaining recovery periods for the plants, a review of the agreement and their current balances indicates a rebalancing of

Burl W. Haar
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accounts would be beneficial. Additionally, more flexibility in the investment structure of the escrow accounts to reflect the new operating licenses could provide customers financial benefits by better matching investment strategies with the operating licenses.

The rebalancing of the accounts and a more flexible investment strategy have already been incorporated in the Company's Petition for a 2012 - 2014 Triennial Nuclear Decommissioning Accrual filed simultaneously with this Petition in Docket No. E002/M-11-939.

Pursuant to Minn. Stat. § 216.17, subd.3, we have electronically filed this Petition and supporting materials to the Commission and the Minnesota Department of Commerce, Division of Energy Resources ("DER"). Two copies have also been provided to the Office of the Attorney General – Residential Utilities Division. Copies have also been provided to the nuclear plant host cities and counties, the Cities of Red Wing and Monticello, legislators representing the host cities, and the Prairie Island Indian Community. In addition, a one page summary of the filing has been provided to persons on the official service list for our 2012 - 2014 Triennial Decommissioning Accrual filing (Docket No. E002/M-11-939) and a number of related nuclear dockets identified in our Certificate of Service. The one-page summary provided also contains directions on how to access an electronic copy on Xcel Energy's website.

Please contact Al Krug, Managing Director, Regulatory Affairs, at 612-330-6270, or allen.krug@xcelenergy.com if there are any questions regarding this filing.

Sincerely,

/s/

JEFFREY S. SAVAGE
VICE PRESIDENT AND CONTROLLER

cc: Service Lists
Interested Parties Lists

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Ellen Anderson	Chair
David Boyd	Commissioner
J. Dennis O'Brien	Commissioner
Phyllis Reha	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY, A
MINNESOTA CORPORATION FOR
APPROVAL OF A NEW ESCROW FUND
AGREEMENT FOR NUCLEAR PLANT
DECOMMISSIONING

DOCKET No. E002/M-11-_____

PETITION

INTRODUCTION

Pursuant to Minn. R. 7829.1300, subp. 1 and prior Commission orders, Northern States Power Company (“Xcel Energy” or the “Company”), a Minnesota corporation, submits this petition for approval of our proposal to modify the terms of the external Custody and Escrow Agreement (“Agreement”) established to hold nuclear decommissioning funds, to allow a more robust investment structure that will increase the earnings potential of these funds through the operating period.

We have submitted this request separately from our petition for approval of the 2012 – 2014 Triennial Nuclear Decommissioning Accrual (Docket No. E002/M-11-939) to allow for Commission review on a more expedited basis. This will allow the Escrow fund (“Escrow”) to gain the financial benefits of compounding over long periods of time while the Commission conducts a deliberate and thorough review of the decommissioning accrual analysis.

I. SUMMARY OF FILING

A one-page summary of the filing accompanies this Petition pursuant to Minn. R. 7829.1300, subp. 1.

II. SERVICE ON OTHER PARTIES

Pursuant to Minn. Stat. § 216.17, subd.3, we have electronically filed this Petition and supporting materials to the Commission and the Minnesota Department of Commerce, Division of Energy Resources (“DOC” or “Department”). Two copies have also been provided to the Office of the Attorney General – Residential Utilities Division. Copies have also been provided to the nuclear plant host cities and counties, the Cities of Red Wing and Monticello, legislators representing the host cities, and the Prairie Island Indian Community.

The one-page summary of the filing has been provided to all parties on the Miscellaneous Electric Service List and the official service lists of the following dockets:

- Docket No. E002/CN-05-123 Monticello ISFSI¹/Life Extension
- Docket No. E002/CN-08-185 Monticello Extended Power Uprate
- Docket No. E002/CN-08-509 Prairie Island Extended Power Uprate
- Docket No. E002/CN-08-510 Prairie Island ISFSI/Life Extension
- Docket No. E002/M-08-1201 2009 Nuclear Decommissioning Accrual
- Docket No. E002/CN-09-36 Annual Nuclear Waste Management Report
- Docket No. E002/RP-10-825 Resource Plan
- Docket No. E002/GR-10-971 Electric Rate Case
- Docket No. E002/M-11-939 2012-2014 Nuclear Decommissioning Accrual

The summary provided also contains directions on how to access an electronic copy on the Xcel Energy website.

III. GENERAL FILING INFORMATION

Pursuant to Minn. R. 7829.1300, subp. 3. Xcel Energy provides the following required information:

A. Name, Address, and Telephone Number of Utility

Northern States Power Company
414 Nicollet Mall
Minneapolis, MN 55401
(612) 330-5500

¹ Independent Spent Fuel Storage Installation.

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

Kari L. Valley
Assistant General Counsel
Xcel Energy Services Inc.
414 Nicollet Mall, 5th Floor
Minneapolis, MN 55401
(612) 215-4526

C. Date of Filing and Date Proposed Change Will Take Effect

This Petition is being filed December 2, 2011. Xcel Energy requests that the proposed changes to the Agreement be effective upon execution by the parties and approval by the Commission as reflected in its written order.

D. Statute Controlling Schedule for Processing the Filing

Under Minn. R. 7829.0100, subp. 11, this request for approval of decommissioning accrual is a “miscellaneous” filing because no determination of the Xcel Energy general revenue requirements is necessary. There is no specific statute that prescribes the amount of time the Commission has to rule on this Petition.

E. Utility Employee Responsible for the Filing

Allen D. Krug
Managing Director, Regulatory Administration
Xcel Energy Services Inc.
414 Nicollet Mall, 7th Floor
Minneapolis, MN 55401
(612) 330-6270

F. Description of the Requested Changes to the Escrow Agreement

1. Background

Per the Commission’s July 20, 2006 Order in Docket No. E002/M-05-1648, the external fund is made up of two components. The first component is the qualified trust fund (“Qualified Trust”). The Qualified Trust is a standard decommissioning fund, which cannot be refunded to customers until all decommissioning activities are completed. The second component is the Escrow. The Commission approved the use of this Escrow for current decommissioning funding to better balance the

need to ensure that adequate resources will be available to pay the costs to decommission the units when those costs come due, with the goal of continuing to ensure that one generation of customers does not pay a disproportionate share of the decommissioning expense.² This Escrow provides a sense of flexibility as funds, via Commission order, can be withdrawn from this fund, when its determined they are no longer needed to fund decommissioning activities, and be returned to customers. A credit to customers of the Monticello portion of the Escrow was ordered in the previous nuclear decommissioning triennial filing³.

The Escrow, in combination with the Qualified Trust, continues to be a vital component in the funding structure for decommissioning. Aligning the investment principles with the proposed longer term use of this trust fund can assist in assuring funds remain available to future customers as well as allowing the fund to maximize its return potential. A copy of the new Agreement is included as Schedule A to this filing.

2. *Changes Are Necessary to Maximize Returns*

The changes in the Agreement allow for a multitude of financial benefits. The current investment strategy for the Escrow is extremely conservative. As of now the Escrow is restricted to investing in treasury bonds and other cash-like investments, holding most of the escrow dollars in T-Bills earning between 0.01% to 0.03% interest. This was due to the need to hold liquid investments in case the NRC did not grant the renewed operating licenses for the three units. Operating licenses for each unit have now been renewed and changes in the investment strategy are prudent to better reflect the 2030, 2033, and 2034 expiration dates of the current operating licenses and the beginning of the decommissioning process. More flexibility in investment strategy for the Escrow also would allow the Escrow to project an earnings rate more similar to the Qualified Trust and would provide some additional flexibility to better incorporate tax planning into the investment strategy.

The sooner these changes are implemented, the quicker the Company can implement an asset allocation with a projected return more similar to the Qualified Trust. When the compounding effect of potential gains based on the projected earnings rate is factored in, the impact could be significant. As an example,

² *In the Matter of Northern States Power Company d/b/a Xcel Energy's Petition for Approval of the 2005 Review of Nuclear Plant Decommissioning*, MPUC Docket No. E002/M-05-1648, ORDER APPROVING ACCESSIBLE ESCROW FUND (July 20, 2006).

³ *In the Matter of Northern States Power Company d/b/a Xcel Energy 2009 Nuclear Plant Decommissioning Accrual*, Docket No. E002/M-08-1201, ORDER APPROVING DECOMMISSIONING PLAN, AS MODIFIED, AND REQUIRING REFUND PROPOSAL (June 12, 2009).

assuming the calculation is done using the 36-year cost estimate, a one year delay of our Escrow change request could result in a decrease in investment earnings of approximately \$4.5 million if projected returns are realized.⁴ If compounded until shutdown, this lost interest would have an estimated value of about \$127 million. In the long, run this lost interest would result in an *increase* in the required 2013 accrual calculation of about \$390,000. A timely decision approving the modification to the Agreement would minimize these potential lost earnings.

3. *Current Decommissioning Accrual Analysis Reflects the Changes to the Agreement*

The accrual scenarios contained in the accrual petition submitted on November 30, 2011 assume a modification of the current Agreement to allow for a more aggressive asset mix than the currently allowed escrow holdings of cash equivalent investments. The increased flexibility provided by the changes will allow for more efficient tax planning and increase the expected earnings rate of the Escrow. Since the accrual scenarios already reflect a change in investment strategy, to the extent the Agreement is not modified, the accruals presented in Docket No. E002/M-11-939 would need to increase to reflect continuation of the more conservative investment approach.

4. *Effect of the Change in Rates*

This instant Petition will not impact rates, the price of Xcel Energy electric service, or the terms and conditions of service. Rather, the changes will permit a change in investment strategy for the Escrow and allow for the potential for increased earnings in the Escrow.

G. Miscellaneous Information

Pursuant to Minn. R. 7829.0700, subpt. 2, Xcel Energy requests that the following persons be placed on the Commission's official service list for this matter:

Kari L. Valley
Assistant General Counsel
Xcel Energy
414 Nicollet Mall, 5th Floor
Minneapolis, MN 55401

SaGonna Thompson
Records Specialist
Xcel Energy
414 Nicollet Mall, 7th Floor
Minneapolis, MN 55401

⁴ Assumes current earning of approximately 0% in T-Bills versus 5.35% to 5.53% if we modify the investment strategy.

CONCLUSION

The Escrow is a vital part of assuring flexibility in future funding decisions. The proposed changes to the Agreement will allow for continued use of this funding mechanism while permitting a more aggressive investment strategy. This investment strategy allows the Escrow to project an earnings rate more similar to the Qualified Trust and allows the Company to better incorporate tax planning into the investment strategy, both of which should lower decommissioning costs for customers.

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Ellen Anderson	Chair
David Boyd	Commissioner
J. Dennis O'Brien	Commissioner
Phyllis Reha	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY, A
MINNESOTA CORPORATION FOR
APPROVAL OF A NEW ESCROW FUND
AGREEMENT FOR NUCLEAR PLANT
DECOMMISSIONING

DOCKET No. E002/M-11-_____

SUMMARY

SUMMARY OF FILING

Please take notice that on December 2, 2011, Northern States Power Company (“Xcel Energy” or the “Company”), a Minnesota corporation filed with the Minnesota Public Utilities Commission (the “Commission”) its petition for approval of changes to the Custody and Escrow Agreement to allow a more robust investment structure that will increase the earnings potential of these funds through the operating period.

A copy of the filing can be found on xcelenergy.com, About Us > Rates & Regulations > Regulatory Filings > Minnesota Nuclear Decommissioning Escrow Agreement.

**AMENDED AND RESTATED
ESCROW AND CUSTODY AGREEMENT**

This AMENDED AND RESTATED ESCROW AND CUSTODY AGREEMENT (the "Agreement") is dated as of _____, 2011, by and between Northern States Power Company d/b/a Xcel Energy, a company primarily engaged in the utility business ("Xcel Energy" or the "Company"); and The Bank of New York Mellon, a bank established under the laws of the State of New York, successor by operation of law to Mellon Bank, N.A. (the "Custodian").

RECITALS

WHEREAS, the Company owns several nuclear power stations, including Prairie Island Unit 1, Prairie Island Unit 2, and Monticello (each one, a "Unit", and collectively the "Units");

WHEREAS, the Company is responsible for the total cost of decommissioning the Units;

WHEREAS, the Company contributes funds annually into decommissioning trust fund accounts (the "Annual Accrual"), which are designed to ensure that adequate funds will be available to decommission each Unit when such decommissioning expenses are incurred in the future;

WHEREAS, the amount of the Annual Accrual is established by the Minnesota Public Utilities Commission ("MPUC" or the "Commission") and included in the rates charged by the Company to its customers within the service territory regulated by the MPUC and the North Dakota Public Service Commission, the South Dakota Public Utilities Commission, the Public Service Commission of Wisconsin, the Michigan Public Service Commission and the Federal Energy Regulatory Commission ("FERC");

WHEREAS, if the Annual Accrual is deposited into the decommissioning trust fund accounts and certain events occur, including without limitation, the extension of the operating licenses for one or more of the Units, the decommissioning trust fund accounts are likely to be over-funded;

WHEREAS, pursuant to applicable law, funds deposited into the decommissioning trust fund accounts in excess of the actual cost to decommission the Units generally may be withdrawn only after all decommissioning activities are complete;

WHEREAS, there is a desire to avoid the inter generational inequities that could result if one generation of ratepayers pays substantially more than its fair share of the cost to decommission the Units;

WHEREAS, under the terms of MPUC Order Setting End-of-life Dates and Other Guidelines for Nuclear Decommissioning Accrual, Docket No. E002/M-05-1648, issued July 20, 2006 (the "Order") (attached hereto as Exhibit A), the MPUC granted authority for the creation of an escrow into which the Company would deposit some or all of the Annual Accrual, at the direction of the MPUC;

WHEREAS, the Order also provides that the funds accumulated in said escrow will be distributed from the escrow solely (i) to the Company for distribution to ratepayers in the form of reduced rates and/or (ii) to the applicable decommissioning trust fund upon a determination by the MPUC that such funds are needed to decommission one or more of the Units;

WHEREAS, in future orders, the MPUC will direct the Company regarding how funds in the escrow will be distributed based on the factual requirements for funding Unit decommissioning liabilities and/or refunding amounts to the ratepayers following the granting or denial of Company's application requesting decommissioning funding levels based on an extension of operating licenses applicable to the Units;

WHEREAS, each of the state and federal entities with jurisdiction has agreed that the determinations made by, and orders issued by, the MPUC shall be followed with regard to contributions to, distributions from, and allocations of funds within said escrow;

WHEREAS, the Company and Mellon Bank, N.A. entered into an Escrow and Custody Agreement dated as of September 11, 2006 ("Original Agreement") to establish the terms and conditions pursuant to which amounts will be deposited, held and disbursed,

WHEREAS, the MPUC approved the Original Agreement on July 21, 2006;

WHEREAS, the Company and the Custodian desire to amend and restate the Original Agreement, subject to the MPUC's review and approval and

WHEREAS, the MPUC approved this Agreement on [].

NOW, THEREFORE, the parties to this Agreement agree that the Original Agreement is amended and restated as follows:

1. **Escrow.**

(a) **Escrow Fund.** The Custodian agrees to accept delivery of all Required Deposits (as defined below in Section 1(b)) delivered by the Company, and to hold such amounts together with any interest or earnings thereon (all such amounts, net of any withdrawals, transfers or other distributions authorized pursuant to this Agreement, the "Property") in three separate accounts established by the Custodian (all such accounts collectively referred to herein as the "Escrow Fund") for the benefit of the Company's decommissioning fund obligations for each of the three Units, subject to the terms and conditions of this Agreement and the Order, until the Custodian is instructed to release such amounts from the Escrow Fund pursuant to the terms of this Agreement, The Escrow Fund shall not be subject to any lien or attachment by any creditor of any party hereto, and shall be used solely for the purposes permitted by this Agreement and the Order. Except as explicitly provided in Section 7 hereof, amounts held in the Escrow Fund shall not be available to, and shall not be used by, the Custodian to pay any, or as an off-set for any, obligations of the Company owed to the Custodian or any other person or entity.

(b) **Transfer to Escrow.** From time to time, it is anticipated that the MPUC will issue orders requiring the deposit of cash funds by the Company into one or more

of the Escrow Fund's three accounts (such deposits, the "Required Deposits") Such Required Deposits will be paid by the Company directly to the Custodian by wire transfer of immediately available funds on or before the last business day of the month in which the Required Deposit in question is due.

(c) **Powers of Custodian.** The Custodian shall have the power to:

(1) Hold cash in an Escrow Fund account or may arrange to have such cash held by a Subcustodian (as defined below). Where cash is on deposit with the Custodian or a Subcustodian, it will be subject to the terms of this Agreement and such deposit terms and conditions as may be issued by the Custodian or a Subcustodian which are made available in writing to the Company, to the extent applicable, from time to time, including rates of interest and deposit account access. "Subcustodian" shall mean a bank or other financial institution (other than a Depository, as defined below), including a direct or indirect subsidiary of the Custodian ("BNY Mellon Affiliate") that is utilized by the Custodian, in its discretion, in connection with the purchase, sale or custody of securities or cash hereunder;

(2) Appoint Subcustodians as to part or all of each Escrow Fund account;

(3) Hold Property in nominee name, in bearer form or in book entry form, in a clearinghouse corporation or in a depository ("Depository"), as defined below, so long as the Custodian's records clearly indicate that the assets held are a part of a specified Escrow Fund account. "Depository" shall include the Book-Entry System, the Depository Trust Company, Euroclear, Clearstream Banking S.A., the Canadian Depository System, CLS Bank and any other securities depository, book-entry system or clearing agency (and their respective successors and nominees) authorized to act as a securities depository, book-entry system or clearing agency pursuant to applicable law;

(4) In response to Authorized Instructions (as defined in Section 3(b) below), to settle purchases and sales and engage in other transactions, including free receipts and deliveries, exchanges and other voluntary corporate actions, futures or options contracts, short-selling programs, foreign exchange or foreign exchange contracts, swaps and other derivative investments with respect to securities or other Property received by the Custodian. Free receipts and deliveries occur when property is received into the Escrow Fund (without a corresponding payment out) or delivered out of the Escrow Fund (without a corresponding receipt in of equal property); and

(5) Engage in such additional activities and transactions as explicitly set forth herein.

Any foreign exchange transaction effected by the Custodian in connection with this Agreement may be entered with the Custodian or a BNY Mellon Affiliate acting as a principal or otherwise through customary channels. The Company may issue standing Authorized Instructions with respect to foreign exchange transactions, but the Custodian

may establish rules or limitations concerning any foreign exchange facility made available to the Company.

2. Release of Escrowed Funds.

(a) Except as explicitly authorized in this Agreement, no distribution, transfer, withdrawal or release of funds from the Escrow Fund shall occur.

(b) **Distribution to the Company.** If the MPUC or other regulatory agency with appropriate jurisdiction by issuance of an order determines that funds held in one or more of the separate accounts comprising the Escrow Fund shall be distributed to the Company, the Company shall provide the Custodian (with a copy to the MPUC and any other affected regulatory agency) with a written notice substantially in the form of Exhibit B hereto (the "Release Notice") setting forth the precise amounts in the Escrow Fund to be released to the Company, the date or range of dates within which such released funds shall be paid to the Company, and providing a representation by the Company that such distribution is in conformity with a duly approved order from the MPUC or any other regulatory agency with appropriate jurisdiction.

(c) **Distribution to Decommissioning Trust Fund.** If the MPUC or other regulatory agency with appropriate, jurisdiction by issuance of an order determines that the decommissioning trust fund for one or more of the Units does not have sufficient funds to cover all decommissioning expenses associated with such Unit(s), then the Company shall provide the Custodian (with a copy to the MPUC and any other affected regulatory agency) with a Release Notice setting forth the precise amounts in the Escrow Fund to be transferred into the decommissioning trust fund for a given Unit, the date or range of dates within which such funds shall be paid by the Custodian to the applicable decommissioning trust fund(s), and providing a representation by the Company that such distribution is in conformity with a duly approved order from the MPUC or any other regulatory agency with appropriate jurisdiction.

(d) The Custodian shall pay all amounts designated by the Company in a properly executed Release Notice from the Escrow Fund as designated in such Release Notice. The Custodian shall give written notice of the completion of any such transfer to the Company no later than five (5) business days after the completion thereof. To the extent assets are required to be liquidated in order to raise funds to pay amounts designated in a Release Notice, the Company or its Investment Manager (as defined in Section 3(a) below) shall direct the Custodian as to which assets are to be liquidated in order to raise such hands.

(e) Upon properly completing any transfers referred to in Sections (b) or (c) above, the Custodian shall be discharged of any further responsibility or obligation under this Agreement with respect to amounts released from the Escrow Fund. The Custodian shall not be responsible in any way for the accuracy of any calculations submitted to the Custodian by the Company, the responsibilities of the Custodian in this regard being entirely ministerial and administrative.

3. Direction to Custodian; Limitation of Liability.

(a) The Company shall furnish the Custodian with a written list of the names, signatures and extent of authority of all persons authorized to direct the Custodian on behalf of the Company under the terms of this Agreement. The Company may appoint and remove, in its sole discretion, one or more institutional or individual investment managers (each, an "Investment Manager") for the Escrow Fund or such portion thereof as the Company shall designate to the Custodian in writing. The Company shall cause the Investment Manager to furnish the Custodian with a written list of the names and signatures of the person or persons who are authorized to represent the Investment Manager in dealings with the Custodian. The Custodian shall be entitled to deal with any person or entity properly identified by the Company or Investment Manager (every such person or entity, an "Authorized Party") to the Custodian until the Custodian is notified to the contrary in writing.

(b) Directions from an Authorized Party to the Custodian pursuant to the terms of this Agreement ("Authorized Instructions") shall be in writing, transmitted by first class mail, overnight delivery, private courier, facsimile, or shall be an electronic transmission subject to the Custodian's policies and procedures, other institutional delivery systems or trade matching utilities as directed by an Authorized Party and supported by the Custodian, or other methods agreed upon in writing by the Company and the Custodian.

(c) The Custodian shall be under no duty to: (i) question any Authorized Instructions with respect to the portion of the Escrow Fund over which the Authorized Party in question has authority; (ii) review any Property held in the Escrow Fund or monitor the amount of Property held; (iii) make any suggestions with respect to the investment, retention and reinvestment of the assets in the Escrow Fund; or (iv) evaluate or question the performance of any Authorized Party. Furthermore, the Custodian shall not be responsible or liable for any diminution of value of any securities or other Property held by the Custodian or its subcustodians pursuant to Authorized Instructions.

(d) The term "Authorized Transactions" shall mean any action or series of actions resulting from Authorized Instructions.

(e) The parties acknowledge and agree that the Custodian shall not be responsible for any of the provisions of the Order referred to herein or any subsequent MPUC orders, but shall only be obligated for the proper and timely performance of such duties as are specifically set forth in this Agreement. The Custodian (and its employees, attorneys, representatives and agents) will incur no liability with respect to any action taken or suffered by it in reliance upon any Authorized Instructions in accordance with the terms hereof and believed by the Custodian in good faith to be genuine and to have been signed by the proper person (and shall have no responsibility to determine the authenticity or accuracy thereof), nor for any other action or inaction, except the Custodian's own willful misconduct, bad faith or negligence. In no event shall the Custodian be liable for indirect or consequential damages. In all questions arising under this Agreement, the Custodian may rely on the advice of counsel (which

may be in-house counsel), and for anything properly done, omitted or suffered in good faith by the Custodian in reliance on such advice, the Custodian will not be liable. The Custodian will not be required to take any action under this Agreement involving any expense or liability unless the payment of such expense or liability is made or provided for in a manner satisfactory to the Custodian.

(f) The Company agrees to indemnify the Custodian and hold it harmless against any claims, losses, liabilities, judgments, reasonable attorneys' fees and other reasonable costs or expenses of any kind incurred by the Custodian without willful misconduct, bad faith or negligence on its part, arising out of or in connection with its entering into this Agreement and the performance of its duties hereunder.

(g) The Custodian shall have no liability whatsoever for the action or inaction of any Depository, or for any losses, costs, expenses, damages, liabilities and claims ("Losses") resulting from the maintenance of Property with a Depository.

(h) The Custodian shall exercise the standard of care set forth in Section 16 hereof in the selection and retention of Subcustodians in light of prevailing rules, practices, procedures and circumstances in the relevant market. With respect to any Losses incurred by the Company as a result of the acts or the failure to act by any Subcustodian (other than a BNY Mellon Affiliate), Custodian shall take appropriate action to recover such Losses from such Subcustodian, and Custodian's sole responsibility and liability to the Company shall be limited to amounts so received from such Subcustodian (exclusive of costs and expenses incurred by Custodian). In no event shall the Custodian be liable for any Losses arising out of the Company's decision to hold Securities or cash in any particular country, including but not limited to, Losses resulting from nationalization, expropriation or other governmental actions; regulation of the banking or securities industry; exchange or currency controls or restrictions, devaluations or fluctuations; availability of Securities or cash or market conditions which prevent the transfer of property or the execution of Securities transactions or affect the value of property.

4. Pricing and Other Data. For purposes of this Section, "Market Data" shall mean pricing or other data related to securities and other assets. Market Data includes but is not limited to security identifiers, valuations, bond ratings, classification data, and other data received from investment managers and others. In providing Market Data related to the Escrow Fund account in connection with this Agreement, the Custodian is authorized to use pricing vendors, analytics providers, brokers, dealers, investment managers, Authorized Parties, Subcustodians, Depositories and any other person providing Market Data to the Custodian ("Data Providers"). The Custodian may follow Authorized Instructions in providing pricing or other Market Data, even if such instructions direct the Custodian to override its usual procedures and Market Data sources. Other than performing tolerance checks in accordance with its pricing guidelines or procedures in effect at the time a price is provided by the Data Provider which guidelines or procedures have been made available to Customer, (i) the Custodian shall be entitled to rely without inquiry on all Market Data (and all Authorized Instructions related to Market Data) provided to it, and the Custodian shall not be liable for any losses incurred as a result of Market Data that contains errors or that is

inaccurate or incomplete when received from Data Providers or other sources and (ii) the Custodian shall not be required to inquire into the pricing of any securities or other assets even though the Custodian may receive different prices for the same securities or assets. The Company acknowledges that certain pricing or valuation information may be based on calculated amounts rather than actual market transactions and may not reflect actual market values, and that the variance between such calculated amounts and actual market values may be material. Market Data may be the intellectual property of the Data Providers, which may impose additional terms and conditions upon the Company's use of the Market Data. The additional terms and conditions can be found at <http://www.bnymellon.com/products/asset servicing/vendoragreement.pdf>, and the Company agrees to those terms as they are posted from time to time. Certain service providers hired by the Custodian to provide or to assist the Custodian with providing value-added services requested by the Company may not utilize the Company's directed price due to system constraints or differing data sources. Performance measurement and analytic services may use different data sources than those used by the Custodian to provide Market Data for the Escrow Fund account, which may result in differences between custodial reports and performance measurement and analytic reports.

5. Settlement of Trades.

(a) **Contractual Settlement and Income.** The Custodian may, as a matter of bookkeeping convenience, credit the Escrow Fund account with the proceeds from the sale, redemption or other disposition of securities or interest, dividends or other distributions payable on securities prior to its actual receipt of final payment therefor. All such credits shall be conditional until the Custodian's actual receipt of final payment and may be reversed by the Custodian to the extent that final payment is not received. Payment with respect to a transaction will not be "final" until the Custodian shall have received immediately available funds that under applicable local law, rule or practice are irreversible and not subject to any security interest, levy or other encumbrance, and that are specifically applicable to such transaction.

(b) **Trade Settlement.** Transactions will be settled using practices customary in the jurisdiction or market where the transaction occurs. The Company understands that when the Custodian is instructed to deliver securities against payment, delivery of such securities and receipt of payment therefor may not be completed simultaneously. The Company assumes full responsibility for all risks involved in connection with the Custodian's delivery of securities pursuant to Authorized Instructions in accordance with local market practice.

6. Expenses and Tax Reporting.

(a) **Custodian.** All fees and expenses incurred in the ordinary course of performing the Custodian's responsibilities hereunder will be paid, as directed by the Company, through withdrawal from the Escrow Fund. Such fees and expenses will include, without limitation: (i) administrative costs; (ii) legal expenses; (iii) accounting expenses; (iv) actuarial expenses; (v) Investment Manager expenses and fees; (vi) Custodian expenses; and (vii) other expenses of the Escrow Fund, including all federal, state and local taxes, if any, that are applicable to the Escrow Fund. To the extent the

Custodian pursuant to Authorized Instructions advances funds to the Escrow Fund for disbursements or to effect the settlement of purchase transactions or foreign exchange transactions, the Custodian shall be entitled to collect from the Escrow Fund reasonable charges established under the Custodian's standard overdraft terms, conditions and procedures.

The Company agrees to assume any and all obligations imposed now or hereafter by any applicable tax law with respect to payments made out of the Escrow Fund under this Agreement, and to the extent allowed by law, to indemnify and hold the Custodian harmless from and against any taxes, additions of late payment, interest, penalties and other expenses that may be assessed against the Custodian on any such payment. The Company shall instruct the Custodian in writing with respect to the Custodian's responsibility for withholding and other taxes, assessments or other governmental charges, certifications and governmental reporting in connection with Custodian's activities in performance of this Agreement. To the extent the Custodian receives information related to taxes, reporting, withholding, certificates and obligations with respect to any account that is part of the Escrow Fund, the Custodian shall, promptly upon receipt thereof, provide to the Company such information which could, in the Custodian's reasonable belief, assist the Company in the submission of any reports or returns by the Company with respect to funds in the Escrow Fund.

(b) **Tax Reporting.** The parties hereto agree that this Agreement constitutes a "grantor trust", within the meaning of the Internal Revenue Code and the Regulations thereunder, with respect to the Company and accordingly, for tax reporting purposes, all interest or other income earned from the investment of the Escrow Fund shall be allocable to the Company. Furthermore, the Custodian agrees that it shall provide to the Company such information, reports and other materials as the Company shall reasonably request from time to time for the preparation of Company's tax filings. The Custodian shall, upon receipt of sufficient information, file claims for exemptions or refunds with respect to withheld foreign (non-United States) taxes in instances in which such claims are appropriate.

7. **Investment of Funds.** The Custodian shall continually invest and reinvest the Escrow Fund and any income or interest therefrom in the securities and other investments described in Exhibit C hereto ("Qualified Investments") in accordance with the directions from the Company or the Investment Manager.

The Custodian shall provide Company with monthly statements reflecting the current balance, as well as all activity, for each account in the Escrow Fund. In addition, the Custodian shall provide to the Company such reports, in such detail, as Company reasonably deems necessary to enable the Company to satisfy all applicable regulatory and accounting requirements. In addition, on request, the Custodian will provide confirmation to the Company of the deposit of money in the Escrow Fund.

The Custodian shall take all action necessary to pay for Authorized Transactions, including exercising the power to borrow or raise monies from the Custodian in its corporate capacity or a BNY Mellon Affiliate, and hold any Property in the Escrow Fund as security for advances made to the Custodian for any such Authorized Transactions,

including disbursements or expenses. The Custodian shall be entitled to collect from the Escrow Fund sufficient cash for reimbursement of such disbursements or expenses and if such cash is insufficient, upon notice to the Company dispose of the assets of the Escrow Fund to the extent necessary to obtain reimbursement.

8. **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, the Custodian shall not be responsible or liable for its failure to perform under this Agreement or for any losses to the Escrow Fund resulting from an event constituting Force Majeure. "Force Majeure" means an event or circumstance which prevents the Custodian from performing its obligations hereunder, which event or circumstance is not within the reasonable control of the Custodian, and which, by the exercise of due diligence, the Custodian is unable to overcome or avoid or cause to be avoided. This provision shall survive the termination of this Agreement. In the event that performance of Custodian's obligations hereunder is affected by an event of Force Majeure, Custodian shall use commercially reasonable efforts to overcome such event of Force Majeure in a timely manner.

9. **Successor Custodian.**

(a) **Voluntary Termination by Custodian.** In the event the Custodian becomes unavailable or unwilling to continue in its capacity as such, the Custodian may resign and be discharged from its duties or obligations hereunder by giving written notice of resignation to the Company not less than thirty (30) days prior to the date when such resignation shall be effective. Upon such written notice, the Company may designate a successor custodian prior to the expiration of such thirty (30) day period by giving written notice to the Custodian and the MPUC, so long as such successor is a U.S. bank or trust company with assets of at least One Billion Dollars (\$1,000,000,000). Appointment of a successor that is not a U.S. bank or trust company with assets of at least One Billion Dollars (\$1,000,000,000) shall require the prior written consent of the MPUC. If the Company fails to designate a successor custodian prior to the expiration of such thirty (30) day period, the MPUC may appoint a successor custodian by giving written notice to the Company and the Custodian.

(b) **Termination of Custodian by Company.** The Company may, in its sole judgment, terminate the Custodian and transfer the Escrow Fund to a different custodian. The Company shall provide written notice of such termination to both the Custodian and the MPUC no fewer than thirty (30) days prior to the effective date of such transfer. Such notice shall include (i) the effective date of the transfer of the Escrow Fund and (ii) the identity of the successor custodian, which must be a U.S. bank or trust company with assets of at least One Billion Dollars (\$1,000,000,000) or, in the alternative, a successor custodian explicitly pre-approved by the MPUC.

(c) The Custodian will promptly transfer the Escrow Fund to a successor designated in accordance with the terms of this Section 9. In the event of a termination of the Custodian's role pursuant to Section 9(a) hereof, and in the event no successor custodian is timely appointed as described in this Section 9, the Custodian may apply to a court of competent jurisdiction for the appointment of a successor custodian. In no case, however, shall the Custodian be relieved of the Custodian's duties and obligations

under this Agreement until a successor custodian has been duly appointed in accordance with the terms of this Section 9.

10. **Limitation of Responsibility; Notices.** The Custodian's duties are limited to those set forth in this Agreement, and no additional duties or obligations shall be implied. The Custodian may rely upon the written notices delivered to the Custodian under this Agreement.

11. **Notices.** Any notice provided for or permitted under this Agreement will be treated as having been received (a) when delivered personally, (b) when sent by confirmed telecopy or (c) one (1) day following when sent by commercial overnight courier with written verification of receipt, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this Section 11 (except that the Custodian shall not be bound by or required to act upon any notice unless and until actually received by it).

- (a) If to the Company, at:
George Tyson, II, Vice President &
Treasurer Xcel Energy
414 Nicollet Mall, 4th
Floor Minneapolis, MN
55401

With copies to:
Rose Serels
Pacific Global Advisors LLC
277 Park Avenue, 9th Floor
New York, NY 10172

- (b) If to the Custodian, at:
BNY Mellon Center, Room 151-0625
Pittsburgh, PA 15258-0001
Attention: Patricia Cakanac

Such notice will be treated as having been received upon actual receipt if actual receipt occurs earlier than as provided in clauses (a) through (c) hereof.

12. **Cooperation.** The Company shall provide to the Custodian all instruments and documents within its power to provide that are necessary for the Custodian to perform its duties and responsibilities hereunder.

13. **Termination.** The Custodian is not authorized to release Property from the Escrow Fund other than as explicitly set forth in this Agreement.

(a) This Agreement shall terminate upon the provision of notice to the Custodian by the Company stating that the MPUC or other regulatory agency with appropriate jurisdiction has directed that no further deposits shall be made into the

Escrow Fund and ordering distribution, pursuant to Section 2 hereof, of all of the sums held in the Escrow Fund.

(b) In the event that any person or entity acting under color of law, other than the Company, directs the Custodian to divert, transfer or release any amounts in the Escrow Fund to accounts or persons other than to (1) the decommissioning trust fund for one or more Units, or (2) the Company, as directed in Section 2 above, and in the absence of the obligations created by this Agreement, the Custodian would be compelled to so divert, transfer or release, then (1) this Agreement, and the Custodian's authority hereunder, shall automatically terminate (except as such authority relates to the giving of the required notice expressly set forth in the last sentence of this Section 13(b)), (2) the Custodian shall immediately give irrevocable written notice to each of the MPUC and the Company, to the effect that the provisions of this Section 13(b) have been triggered, and (3) the amounts in the Escrow Fund shall be directly transferred to the applicable decommissioning trust fund for the Units.

14. **Compensation.** The Custodian shall be entitled to compensation for services under this Agreement as set forth in Exhibit D attached hereto.

15. **Inspection of Books and Records.** Each of the Company, the MPUC and the Minnesota Department of Commerce shall have the right, at its own expense and with prior written notice to the Custodian, to inspect the Custodian's books and records relating to the Escrow Fund at any time during normal business hours or to designate an accountant to make such inspection.

16. **Standard of Care.** In performing its duties under this Agreement, the Custodian shall exercise the standard of care required by applicable law, including without limitation, the same care and diligence that a professional custodian engaged in the banking or trust company industry and having professional expertise in financial and securities processing transactions and custody would observe in these affairs.

17. **General.**

(a) **Governing Law for Disputes.** It is the intention of the parties hereto that the internal laws of the State of Minnesota (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties to this Agreement. The parties agree to waive a jury trial.

(b) **Successors and Assigns.** The Custodian may not assign this Agreement without the prior written consent of the Company. Any entity, which shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the custody business of the Custodian shall, upon such succession and without any appointment or other action by the Company or the MPUC, be and become successor custodian hereunder, upon notification to the Company. This Agreement shall be binding upon, and inure to the benefit of, the Custodian and the Company and their respective successors and permitted assigns.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts of this Agreement, individually or taken together, shall bear the signatures of all of the parties reflected in this Agreement as signatories.

(d) **Entire Agreement.** This Agreement, the documents (if any) explicitly referenced in this Agreement and the exhibits to such documents, constitute the entire understanding and agreement of the parties to this Agreement with respect to the subject matter of this Agreement and of such documents and exhibits and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to this Agreement.

(e) **Waivers.** No waiver by any party to this Agreement of any condition or of any breach of any provision of this Agreement will be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, will be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained in this Agreement.

(f) **Amendment.** This Agreement may be amended with the written consent of the Company and the Custodian and subject to the approval of the MPUC, provided that if the Custodian does not agree to an amendment requested by the Company, the Company may, at its option, appoint a successor Custodian in accordance with Section 9 of this Agreement.

(g) **Business Days.** As used herein, any reference herein to a "business day" shall mean any day other than a Saturday, Sunday or other day on which banks in St. Paul, Minnesota are authorized or required to be closed.

(h) **Capitalized Terms.** To the extent not defined herein, capitalized terms shall have the same meaning ascribed to them in the Order.

(i) **Representation.** Each party represents and warrants to the other party that it has full authority to enter into this Agreement upon the terms and conditions set forth herein and that the individual executing this Agreement on its behalf has the requisite authority to bind such party to this Agreement the Company has received and read the "Customer Identification Program Notice", a copy of which is attached to this Agreement as Exhibit E.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written, and this Agreement shall be effective when executed by the Company and the Custodian. By executing this Agreement, each signatory affirms and represents that the signatory has the requisite power and authority to execute this Agreement. Each signatory further affirms and represents that they, or the principals upon whose behalf they have signed, have the authority to, and will, perform under and be bound by, the terms of this Agreement.

NORTHERN STATES POWER
COMPANY d/b/a XCEL
ENERGY

By: _____
Name: George Tyson, II
Title: Vice President & Treasurer

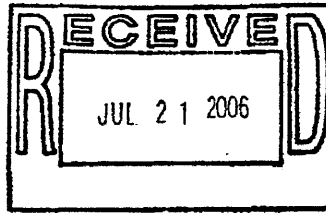
The Bank of New York Mellon

By: _____
Name: _____
Title: _____

Exhibit A
MPUC ORDER

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

LeRoy Koppendraye
Marshall Johnson
Ken Nickolai
Thomas Pugh
Phyllis A. Reha



Chair
Commissioner
Commissioner
Commissioner
Commissioner

In the Matter of Northern States Power d/b/a
Xcel Energy's Petition for Approval of the
2005 Review of Nuclear Plant
Decommissioning

ISSUE DATE: July 20, 2006

DOCKET NO E-002/M-05-1648

ORDER APPROVING ACCESSIBLE
ESCROW FUND

PROCEDURAL HISTORY

On October 11, 2005, Northern States Power d/b/a Xcel Energy (Xcel) filed a *Petition for Approval of the 2005 Review of Nuclear Plant Decommissioning* (Petition)

On December 23, 2005, the Department of Commerce (the Department) filed comments on Xcel's Petition.

On May 23, 2006, the Commission issued its *Order Setting End-of-Life Dates and Other Guidelines for Nuclear Decommissioning Accrual*. The Order states at Ordering paragraph 1:

Xcel and Department shall work together to prepare a proposed external account to submit to the Commission for approval.

In compliance with the Order, Xcel conferred with the Department regarding a proposed external account.

On May 8, 2006, Xcel filed its Petition for Approval of the 2006 Nuclear Decommissioning Accrual, setting forth its proposed Escrow Agreement.

On June 2, 2006, the Department filed its comments on the compliance filing, recommending approval of the Escrow Agreement.

On July 13, 2006, the Commission met to consider the matter.

FINDINGS AND CONCLUSIONS

Nuclear Regulatory Commission (NRC) regulations require external funding to be available when nuclear operations cease. The regulations restrict withdrawals from an external decommissioning fund to only decommissioning costs until all such costs have been satisfied. Thus, no matter how over-funded the external fund may be, the excess monies in the external fund cannot be returned to ratepayers until such time as decommissioning is complete.

In order to prevent inequities among ratepayers, Xcel proposed that the Commission approve an alternative trust account for the annual accrual. The alternative trust account would allow for greater flexibility and an earlier return of excess monies to ratepayers in the event that the collected funds are no longer needed for decommissioning. The Department also recognized the potential for over-funding, and expressed support for an alternative funding mechanism, so long as the funds could be adequately protected.

On May 8, 2006, Xcel filed its proposed accessible escrow fund for Commission approval. Its proposal would establish an Escrow and Custody Agreement between Xcel and Mellon Bank, the custodian.

The Escrow Agreement includes, *inter alia*, the following relevant provisions:

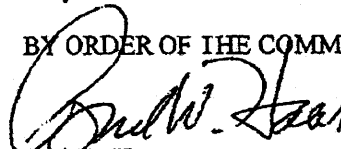
1. The fund will receive decommissioning payments as required by the Commission;
2. There will be three separate accounts – one for each nuclear generation unit – within the escrow fund;
3. The custodian will invest and reinvest the funds in accord with directions from Xcel or the investment manager.
4. The Agreement provides that in the event the custodian becomes unavailable, he or she may be discharged from duties. The company may designate a successor custodian, or if it fails to do so, the Commission may appoint a successor custodian.

The Commission finds that the proposed Escrow Agreement will provide the desired flexibility and protections and is therefore in the public interest. The Commission will therefore approve the Xcel's compliance filing.

ORDER

1. Xcel's Petition for Approval of the 2006 Nuclear Decommissioning Accrual and proposed Escrow Agreement is approved.
2. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION



Burt W. Haar
Executive Secretary

(SEAL)

This document can be made available in alternative formats (i.e., large print or audio tape) by calling (651) 201-2202 (voice) or 1-800-627-3529 (MN relay service).

Exhibit B

[Custodian to insert release certificate]

EXHIBIT B

RELEASE CERTIFICATE TO THE MELLON BANK, N.A.

AS CUSTODIAN

The undersigned, pursuant to Section 2 of the Escrow and Custody Agreement dated as of September 11, 2006 between Northern States Power Company d/b/a Xcel Energy and Mellon Bank, N.A. (the "Escrow Agreement") (terms defined in the Escrow Agreement have the same meanings when used herein), hereby instructs you to pay the following amount(s) from the Escrow Fund Account No. _____ to the following account(s) by wire transfer immediately available funds:

(name of recipient) Account No. _____,

The undersigned hereby represents that the transaction(s) set forth herein are pursuant to and in conformity with an order(s) issued by the Minnesota Public Utilities Commission or another regulatory agency with appropriate jurisdiction.

The wire transfer is to be made within five business days of your receipt of this Certificate:

NORTHERN STATES POWER
COMPANY d/b/a XCEL ENERGY

By: _____

Name: _____

Title: _____

Dated: _____

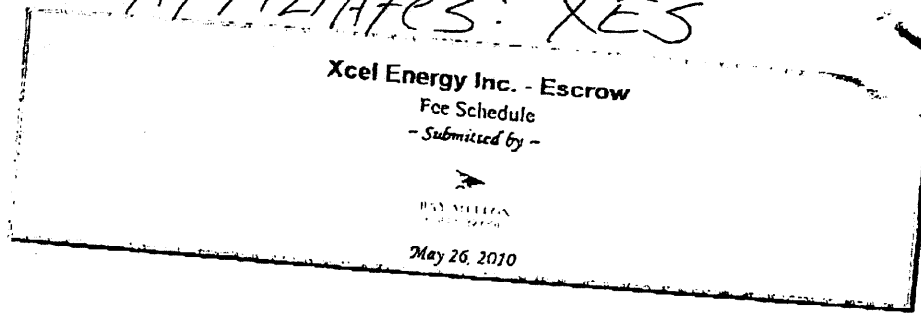
Exhibit C

Equities	<ul style="list-style-type: none">• U.S. Equity – Large Cap• U.S. Equity – Small Cap• Non-U.S. Equity – EAFE• Non-U.S. Equity – EM
Fixed Income	<ul style="list-style-type: none">• U.S. Investment Grade• High Yield• EM Debt
Alternatives	<ul style="list-style-type: none">• Fund of Hedge Funds• Private Equity• Real Estate• Commodities

Exhibit D
FEE SCHEDULE

[custodian to insert fee schedule]

NSN
AFFILIATES: YES



I. Structural Changes

- \$2,500 per domestic investment manager account per year
- \$750 per line item account per year
- \$500 per plan account per year
- \$500 per cash account
- \$1,000 per unit
- \$3,000 per global investment manager per year

II. Asset Based Charges

Domestic

- 1.25 basis points (.000125) on all active assets
- .50 basis points (.00005) on all passive assets

International

- 7 basis points (.0007) on Developed Market assets
- 30 basis points (.0030) on Intermediate Market assets
- 50 basis points (.0050) on Emerging Market assets

III. Transaction Fees

Domestic

\$10	per mortgage paydown
\$10	per wire transfer
\$10	per free receipt/free delivery transaction
\$10	per depository purchase, sale or maturity transaction
\$10	per physical delivery/purchase transaction

International

\$20	per purchase, sale or maturity transaction for Developed Markets
\$60	per purchase, sale or maturity transaction for Intermediate Markets
\$85	per purchase, sale or maturity transaction for Emerging Markets
\$50	per external fx

Developed Markets

Tier 1: Canada, Euroclear, France, Germany, Italy, Japan, Netherlands, New Zealand, Spain, Sweden, Switzerland, UK

Tier 2: Australia, Belgium, Cedel, Finland, Ireland, Luxembourg, Mexico, Norway, South Africa

Tier 3: Argentina, Austria, Brazil, Denmark, Hong Kong, Malaysia, Portugal, Singapore, South Korea, Sri Lanka, Thailand, Turkey

Intermediate Markets

Tier 4: Czech Republic, Greece, Hungary, Indonesia, Israel, Peru, Taiwan, Zimbabwe

Tier 5: Bangladesh, Bermuda, Botswana, Ghana, Kenya, Mauritius, Pakistan, Philippines, Poland, Slovak Republic, Uruguay

Emerging Markets

Tier 6: Chile, China-Shanghai, China-Shenzhen, Colombia, Cyprus, Egypt,
India, Jordan, Venezuela

IV. Other Fees

\$10 per futures transaction
\$10 per margin variation wire
\$25 per commingled/mutual fund transaction
\$25 per private placement & limited partnership transaction
\$40 per OTC transaction
3% of proceeds received for each class action claim

V. Cash Sweep Fee

Dreyfus Cash Management Plus 20 basis points (.0020)

VI. On-Line Information Delivery

Executive Workbench No charge

VII. Tax Reporting

\$165 per hour multiplied by actual tax hours

VIII. Non-Periodic Payments

\$8 per single sum payment

IX. Securities Lending

Gross earnings generated from participation in BNY Mellon's global
securities lending program will be allocated as follows:

Xcel Energy	70%
BNY Mellon	30%

There are no transaction or recordkeeping charges assessed for participating in
our securities lending program. The 2 basis point administrative charges for
the on-loan asset value will be waived. **BNY Mellon is the sole securities
lending agent. If a third party lending agent is hired custody fees will be
increased.**

X. Performance Measurement
A La Carte Fee Schedule

Monthly Returns to Asset Class/Sector per account	\$1,250
- Rate per Composite - (first five free)	\$750
Monthly Performance only accounts (line items)	\$250
Monthly Input Returns per account	\$250
Monthly performance after tax returns - per account	\$100
Monthly Blended Benchmarks	\$250

XII. Comments

- BNY Mellon Asset Servicing will pass through to the client any out-of-pocket expense including, but not limited to, postage, courier expense, registration fees, stamp duties, telex charges, custom reporting or custom programming, internal/external tax, legal or consulting costs and proxy voting expenses.
- BNY Mellon Asset Servicing reserves the right to amend our fees if the service requirements change in a way that materially affects our responsibilities or costs. Support of other derivative investment strategies or special processing requirements (e.g. external cash sweep, etc.) may result in additional fees.
- Fees for subscription to additional Performance & Risk Analytics can be provided upon request.
- BNY Mellon Asset Servicing will bill Xcel on a monthly basis via a direct debit to an Xcel trust account. Xcel will receive a copy of the BNY Mellon invoice detailing the trustee fees.
- BNY Mellon will file class action Proofs of Claim on behalf of your organization. An amount equal to 3% of the proceeds will be charged against each participating account at the time the proceeds are credited.
- Fees not paid within 60 days of the date of the invoice will be subject to a late charge of 1.5% per month
- We guarantee the fee schedule for 3 years.

Approval:

Date:

George E. Jovan, III 6-22-2010
Xcel Energy, Inc. Vice President and Treasurer

Approval:

Date:

Alvina C. Sefcik 6-28-2010
Bank Of New York Mellon Corporation

Exhibit E

CUSTOMER IDENTIFICATION PROGRAM NOTICE

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A
NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, all financial institutions are required by law to obtain, verify and record information that identifies each individual or entity that opens an account.

What this means for you: When you open an account, we will ask you for your name, address, taxpayer or other government identification number and other information, such as date of birth for individuals, that will allow us to identify you. We may also ask to see identification documents such as a driver's license, passport or documents showing existence of the entity.

CERTIFICATE OF SERVICE

I, Lindsey L. Didion, hereby certify that I have this day served copies of the foregoing document or a summary thereof on the attached lists of persons:

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

xx via electronic filing

DOCKET Nos.: **DOCKET No. E002/CN-05-123**
 DOCKET No. E002/CN-08-185
 DOCKET No. E002/CN-08-509
 DOCKET No. E002/CN-08-510
 DOCKET No. E002/M-08-1201
 DOCKET No. E002/CN-09-36
 DOCKET No. E002/RP-10-825
 DOCKET No. E002/GR-10-971
 DOCKET No. E002/M-11-939
 XCEL ENERGY'S MISCELLANEOUS ELECTRIC
 INTERESTED PARTIES LIST – MONTICELLO
 INTERESTED PARTIES LIST – PRAIRIE ISLAND

Dated this 2nd day of December, 2011

/s/

Lindsey L. Didion

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
James	Alders		Xcel Energy	7th Floor 414 Nicollet Mall Minneapolis, MN 554011993	Paper Service	No	OFF_SL_05-123_1
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_05-123_1
John	Bailey	bailey@lsr.org	Institute For Local Self-Reliance	1313 5th St SE Ste 303 Minneapolis, MN 55414	Electronic Service	No	OFF_SL_05-123_1
B. Andrew	Brown	brown.andrew@dorsey.com	Dorsey & Whitney LLP	Suite 1500 50 South Sixth Street Minneapolis, MN 554021488	Paper Service	No	OFF_SL_05-123_1
George	Crocker	gwillc@nawo.org	North American Water Office	PO Box 174 Lake Elmo, MN 55042	Paper Service	No	OFF_SL_05-123_1
Kristen	Eide Tollefson	ket@wro-ns.net	R-CURE	P O Box 129 Frontenac, MN 55026	Paper Service	No	OFF_SL_05-123_1
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	Yes	OFF_SL_05-123_1
Elizabeth	Goodpaster	bgoodpaster@mncenter.org	MN Center for Environmental Advocacy	Suite 208 26 East Exchange Street St. Paul, MN 551011887	Paper Service	No	OFF_SL_05-123_1
Christopher	Greenman	ChristopherGreenman@excelsiorenergy.com	Excelsior Energy	225 S 6th St Ste 1730 Minneapolis, MN 55402-4638	Paper Service	No	OFF_SL_05-123_1
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_05-123_1
Thomas P.	Harlan	harlan@mdh-law.com	Madigan, Dahl & Harlan, P.A.	222 South Ninth Street Suite 3150 Minneapolis, MN 55402	Paper Service	No	OFF_SL_05-123_1

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Michael	Lewis	michael.lewis@state.mn.us	Office of Administrative Hearings	PO Box 84620 St. Paul, MN 551840620	Electronic Service	No	OFF_SL_05-123_1
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	900 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_05-123_1
Carol A.	Overland	overland@legalectric.org	Legalelectric - Overland Law Office	1110 West Avenue Red Wing, MN 55066	Paper Service	No	OFF_SL_05-123_1
Julie	Risser			6112 Ashcroft Avenue Edina, MN 55424	Paper Service	No	OFF_SL_05-123_1
Robert G.	Schaaf			Mail Stop O-11F1 U.S. Nuclear Regulatory Commission Washington, DC 205550001	Paper Service	No	OFF_SL_05-123_1
Dean	Sedgwick		Itasca Power Company	PO Box 457 Spring Lake, MN 566800457	Paper Service	No	OFF_SL_05-123_1
SaGonna	Thompson	Regulatory.Records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_05-123_1

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Michael	Ahern	ahern.michael@dorsey.com	Dorsey & Whitney, LLP	Suite 1500 50 South Sixth Street Minneapolis, MN 554021498	Electronic Service	No	OFF_SL_08-185_1
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	No	OFF_SL_08-185_1
B. Andrew	Brown	brown.andrew@dorsey.com	Dorsey & Whitney LLP	Suite 1500 50 South Sixth Street Minneapolis, MN 554021498	Paper Service	No	OFF_SL_08-185_1
Christopher	Clark	christopher.b.clark@xcenergy.com	Xcel Energy	5th Floor 414 Nicollet Mall Minneapolis, MN 554011993	Paper Service	No	OFF_SL_08-185_1
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Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	Yes	OFF_SL_8-509_1
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_8-509_1
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Carol A.	Overland	overland@legalelectric.org	Legalelectric - Overland Law Office	1110 West Avenue Red Wing, MN 55066	Paper Service	No	OFF_SL_8-509_1
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_8-510_1
Katherine	Becker	becker@mdh-law.com	Madigan Dahl & Harlan	N/A	Electronic Service	No	OFF_SL_8-510_1
B. Andrew	Brown	brown.andrew@dorsey.com	Dorsey & Whitney LLP	Suite 1500 50 South Sixth Street Minneapolis, MN 554021498	Paper Service	No	OFF_SL_8-510_1
Bianca	Calatayud	calatayud@mdh-law.com	Madigan, Dahl & Harlan	N/A	Electronic Service	No	OFF_SL_8-510_1
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Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	Yes	OFF_SL_8-510_1
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_8-510_1
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Michael	Lewis	michael.lewis@state.mn.us	Office of Administrative Hearings	PO Box 64620 St. Paul, MN 551640620	Electronic Service	Yes	OFF_SL_8-510_1
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Richard	Luis	Richard.Luis@state.mn.us	Office of Administrative Hearings	PO Box 64620 St. Paul, MN 551640620	Paper Service	No	OFF_SL_8-510_1
Paula	Maccabee	Pmaccabee@visi.com	Just Change Law Offices	1981 Selby Avenue St. Paul, MN 55104	Paper Service	No	OFF_SL_8-510_1
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Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	Yes	OFF_SL_8-1201_1
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_8-1201_1
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	900 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	OFF_SL_8-1201_1
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Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_9-36_PR-09-36
John	Lindell	agorud.ecf@state.mn.us	Office of the Attorney General-RUD	900 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_9-36_PR-09-36
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Lloyd	Grooms	lgrooms@winthrop.com	Winthrop and Weinstine	Suite 3500 225 South Sixth Street Minneapolis, MN 554024629	Electronic Service	No	OFF_SL_10-971_CC-SL -- Rate Case
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Paula	Maccabee	Pmaccabee@visi.com	Just Change Law Offices	1961 Selby Avenue St. Paul, MN 55104	Electronic Service	No	OFF_SL_10-971_CC-SL -- Rate Case

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Janet	Shaddix Elling	jshaddix@janetshaddix.com	Shaddix And Associates	Ste 122 9100 W Bloomington Fwy Bloomington, MN 55431	Electronic Service	Yes	OFF_SL_10-971_CC-SL -- Rate Case
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SaGonna	Thompson	Regulatory.Records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_10-971_CC-SL -- Rate Case
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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**In the Matter of Xcel Energy's
Approval of the 2012-2014 Nuclear
Decommissioning Accrual**

**E002/M-11-939
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**In the Matter of Xcel Energy's
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