
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

DCP MIDSTREAM PARTNERS, LP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

03-0567133
(I.R.S. Employer
Identification Number)

370 17th Street, Suite 2775
Denver, Colorado 80202
(Address of principal executive offices, including zip code)

DCP Midstream Partners, LP
Long-Term Incentive Plan
(Full title of the plan)

Michael S. Richards
General Counsel
370 17th Street, Suite 2775
Denver, Colorado 80202
(Name and address of agent for service)

(303) 633-2900
(Telephone number, including area code, of agent for service)

Copies to:
Douglas E. McWilliams
Vinson & Elkins L.L.P.
1001 Fannin, Suite 2300
Houston, TX 77002-6770
(713) 758-2222

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Units Representing Limited Partner Interests	850,000 Units	\$38.11	\$32,393,500	\$995

- (1) Includes an indeterminate number of units that may become issuable pursuant to anti-dilution provisions of the agreement of limited partnership of DCP Midstream Partners, LP.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and (h) under the Securities Act of 1933, as amended, based on the average of the high and low prices reported on the New York Stock Exchange on April 13, 2007.
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Consent of Deloitte & Touche LLP

Consent of Deloitte & Touche LLP

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

In accordance with Rule 428 under the Securities Act of 1933, as amended (the "Securities Act") and the instructional note to Part I of Form S-8, the information specified in Part I of Form S-8 has been omitted from the filing of this registration statement. The documents containing the information specified in Part I of Form S-8 will be sent or given to participating employees as specified by Rule 428(b)(1) of the Securities Act. Such documents and the documents incorporated by reference herein pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the registrant with the Securities and Exchange Commission (the "Commission") are incorporated by reference in this registration statement:

- Our Annual Report on Form 10-K for the year ended December 31, 2006;
- Our Current Report on Form 8-K filed April 20, 2007; and
- The description of our common units contained in our registration statement on Form 8-A filed on November 18, 2005, and any subsequent amendment or report filed for the purpose of updating such description.

All documents we file pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (excluding any information furnished pursuant to Item 2.02 or Item 7.01 on any current report on Form 8-K) subsequent to the effective date of this registration statement, and prior to the filing of a post-effective amendment to this registration statement indicating that all securities offered hereby have been sold or deregistering all securities then remaining unsold, will be deemed to be incorporated by reference herein and to be a part of this registration statement from the date of filing of those documents. Any statement contained in this registration statement or in any document incorporated or deemed to be incorporated by reference in this registration statement shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained in any other subsequently filed document that also is or is deemed to be incorporated by reference in this registration statement modifies or supersedes that statement. Any statement so modified or superseded shall not be deemed to constitute a part of this registration statement, except as so modified or superseded.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel.

Not Applicable.

Item 6. Indemnification of Directors and Officers.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other persons from and against all claims and demands whatsoever. Under our partnership agreement, in most circumstances, we will indemnify the following persons, to the fullest extent permitted by law, from and against all losses, claims, damages or similar events:

- our general partner;
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- any departing general partner;
- any person who is or was an affiliate of a general partner or any departing general partner;
- any person who is or was a director, officer, member, partner, fiduciary or trustee of any entity set forth in the preceding three bullet points;
- any person who is or was serving as director, officer, member, partner, fiduciary or trustee of another person at the request of our general partner or any departing general partner; and
- any person designated by our general partner.

Any indemnification under these provisions will only be out of our assets. Unless it otherwise agrees, our general partner will not be personally liable for, or have any obligation to contribute or lend funds or assets to us to enable us to effectuate indemnification. We may purchase insurance against liabilities asserted against and expenses incurred by persons for our activities, regardless of whether we would have the power to indemnify the person against liabilities under our partnership agreement.

Item 7. Exemptions from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

Unless otherwise indicated below as being incorporated by reference to another filing of the registrant with the Commission, each of the following exhibits is filed herewith:

<u>Exhibit Number</u>	<u>Description</u>
4.1	Second Amended and Restated Agreement of Limited Partnership of DCP Midstream Partners, LP (including specimen unit certificate for common units) (incorporated by reference to Exhibit 3.1 to the current report on Form 8-K (File No. 001-32678) filed on November 7, 2006).
4.2	DCP Midstream Partners, LP Long-Term Incentive Plan (incorporated by reference to Exhibit 10.2 to the current report on Form 8-K (File No. 001-32678) filed on December 12, 2005).
4.3*	Form of Phantom Unit and DERs Grant for Directors under the DCP Midstream Partners, LP Long-Term Incentive Plan.
4.4*	Form of Phantom Unit and DERs Grant for Officers/Employees under the DCP Midstream Partners, LP Long-Term Incentive Plan.
5.1*	Opinion of Vinson & Elkins L.L.P.
23.1*	Consent of Deloitte & Touche LLP on annual report on Form 10-K for the year ended December 31, 2006.
23.2*	Consent of Deloitte & Touche LLP on DCP Midstream GP, LP's Balance Sheet for the year ended December 31, 2006 (incorporated by reference as Exhibit 99.1 to the current report on Form 8-K (File No. 001-32678) filed on April 20, 2007).
23.3*	Consent of Deloitte & Touche LLP on DCP Midstream LLC's Balance Sheet for the year ended December 31, 2006 (incorporated by reference as Exhibit 99.2 to the current report on Form 8-K (File No. 001-32678) filed on April 20, 2007).

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<u>Exhibit Number</u>	<u>Description</u>
23.4*	Consent of Vinson & Elkins L.L.P. (included in Exhibit 5.1).
24.1*	Power of Attorney (set forth on the signature page contained in Part II of this registration statement).

* Filed herewith.

Item 9. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Denver, State of Colorado, on the 20th day of April, 2007.

DCP MIDSTREAM PARTNERS, LP

BY: DCP MIDSTREAM GP, LP,
its General Partner

BY: DCP MIDSTREAM GP, LLC,
its General Partner

By: /s/ Mark A. Borer
Mark A. Borer
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Mark A. Borer and Thomas E. Long, or either of them, his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities indicated on the 20th day of April 2007.

<u>Signature</u>	<u>Title</u>
<u>/s/ Mark A. Borer</u>	(of DCP Midstream GP, LLC)
<u>Mark A. Borer</u>	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Thomas E. Long</u>	Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
<u>Thomas E. Long</u>	
<u>/s/ Jim W. Mogg</u>	Director
<u>Jim W. Mogg</u>	
<u>/s/ William H. Easter III</u>	Director
<u>William H. Easter III</u>	
<u>/s/ John E. Lowe</u>	Director
<u>John E. Lowe</u>	
<u>/s/ Paul F. Ferguson, Jr.</u>	Director
<u>Paul F. Ferguson, Jr.</u>	
<u>/s/ Derrill Cody</u>	Director
<u>Derrill Cody</u>	
<u>/s/ Frank A. McPherson</u>	Director
<u>Frank A. McPherson</u>	
<u>/s/ Thomas C. Morris</u>	Director
<u>Thomas C. Morris</u>	

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23.4*	Consent of Vinson & Elkins L.L.P. (included in Exhibit 5.1).
24.1*	Power of Attorney (set forth on the signature page contained in Part II of this registration statement).

* Filed herewith

DCP Midstream Partners, LP
Long-Term Incentive Plan
Grant of Phantom Units

Grantee: _____

Grant Date: _____

1. **Grant of Phantom Units with DERs.** DCP Midstream GP, LLC (the “Company”) hereby grants to you _____ Phantom Units under the DCP Midstream Partners, LP Long-Term Incentive Plan (the “Plan”) on the terms and conditions set forth herein and in the Plan, which is incorporated herein by reference as a part of this Agreement. This grant of Phantom Units includes a tandem grant of DERs with respect to each Phantom Unit. The Company shall establish a DER bookkeeping account for you with respect to each Phantom Unit granted that shall be credited with an amount equal to any cash distributions made by the Partnership on a Common Unit during the period such Phantom Unit is outstanding.
 2. **Vesting.**
 - (a) **Phantom Units.** Except as otherwise provided in Paragraph 3 below, the Phantom Units granted hereunder shall vest 100% on the third anniversary of the Grant Date, and not before.
 - (b) **DERs.** The amount credited to your tandem DER account periodically shall be 100% vested. If a tandem Phantom Unit is forfeited, your tandem DER with respect to such Phantom Unit shall be similarly forfeited at that time, but any amount then credited to your DER account shall be paid to you.
 3. **Events Occurring Prior to Vesting.**
 - (a) **Death or Disability.** If your employment with the Company terminates as a result of your death or a disability that entitles you to benefits under the Company’s long-term disability plan, the Phantom Units then held by you automatically will become fully vested upon such termination.
 - (b) **Termination by the Company other than for Cause.** If your employment is involuntarily terminated by the Company for any reason other than “Cause,” as determined by the Company in accordance with its employment policies, the Phantom Units then held by you automatically will become fully vested upon such termination.
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- (c) **Other Terminations.** Except as provided in Paragraph 2 hereof, if you terminate from the Company for any reason other than as provided in Paragraphs 3(a) and (b) above, all unvested Phantom Units then held by you automatically shall be forfeited without payment upon such termination.
- (d) **Change of Control.** All outstanding Phantom Units held by you automatically shall become fully vested upon a Change of Control. For purposes of this Agreement, a Change of Control means any person other than Duke Energy Field Services, LLC and/or an affiliate thereof becomes the beneficial owner of more than 50% of the combined voting power of the Company's equity interests.

4. **Payments.**

- (a) **Phantom Units.** As soon as administratively practicable after the vesting of a Phantom Unit, you shall be entitled to receive from the Company one Unit; provided, however, the Committee may, in its sole discretion, direct that a cash payment be made to you in lieu of the delivery of such Unit. Any such cash payment shall be equal to the Fair Market Value of the Unit on the payment date. If more than one Phantom Unit vests at the same time, the Committee may elect to pay such vested Award in Units, cash or any combination thereof, in its discretion.
- (b) **DERs.** As soon as practicable following the end of each calendar quarter or your termination of employment, if earlier, the Company shall pay you an amount of cash equal to the amount then credited to your tandem DER account.

5. **Limitations Upon Transfer.** All rights under this Agreement shall belong to you alone and may not be transferred, assigned, pledged, or hypothecated by you in any way (whether by operation of law or otherwise), other than by will or the laws of descent and distribution and shall not be subject to execution, attachment, or similar process. Upon any attempt by you to transfer, assign, pledge, hypothecate, or otherwise dispose of such rights contrary to the provisions in this Agreement or the Plan, or upon the levy of any attachment or similar process upon such rights, such rights shall immediately become null and void.

6. **Restrictions.** By accepting this grant, you agree that any Units which you may acquire upon payment of this award will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal or state securities laws. You also agree that (i) the certificates representing the Units acquired under this award may bear such legend or legends as the Committee deems appropriate in order to assure compliance with applicable securities laws, (ii) the Company may refuse to register the transfer of the Units to be acquired under this award on the transfer records of the Partnership if such proposed transfer would in the opinion of counsel satisfactory to the Partnership constitute a violation of any applicable securities law, and (iii) the Partnership may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Units to be acquired under this award.

7. **Withholding of Taxes.** To the extent that the vesting or payment of a Phantom Unit or DER results in the receipt of compensation by you with respect to which the Company or an Affiliate has a tax withholding obligation pursuant to applicable law, the Company or Affiliate shall withhold from any cash payment such amount of money as may be required to meet its withholding obligations under such applicable laws. No payment of a vested Phantom Unit in the form of a Unit shall be made pursuant to this Agreement until you have paid or made arrangements approved by the Company or the Affiliate to satisfy in full the applicable tax withholding requirements of the Company or Affiliate with respect to such event.
8. **Rights as Unitholder.** You, or your executor, administrator, heirs, or legatees shall have the right to vote and receive distributions on Units and all the other privileges of a unitholder of the Partnership only from the date of issuance of a Unit certificate in your name representing payment of a vested Phantom Unit.
9. **Insider Trading Policy.** The terms of the Company's Insider Trading Policy are incorporated herein by reference. The timing of the delivery of any Units pursuant to a vested Phantom Unit shall be subject to and comply with such Policy.
10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and upon any person lawfully claiming under you.
11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the Phantom Units granted hereby. Without limiting the scope of the preceding sentence, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect.
12. **Modifications.** Except as provided below, any modification of this Agreement shall be effective only if it is in writing and signed by both you and an authorized officer of the Company.
13. **Governing Law.** This grant shall be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to conflicts of laws principles thereof.
14. **Conflicts.** In the event of any conflict between the terms of this Agreement and the Plan, the Plan shall control. Capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to such terms in the Plan, unless the context requires otherwise.

DCP MIDSTREAM GP, LLC

By: _____
 Name: _____
 Title: _____

Grantee Acknowledgment and Acceptance

By: _____
 Name: _____

DCP Midstream Partners, LP
Long-Term Incentive Plan
Performance Phantom Units
Grant Agreement

Grantee: _____

Grant Date: _____

Performance Period: The three-year period beginning January 1, _____ through December 31, _____

1. **Grant of Performance Phantom Units with DERs.** DCP Midstream GP, LLC (the “Company”) hereby grants to you ___ Performance Phantom Units (“PPUs”) under the 2005 DCP Midstream Partners, LP Long-Term Incentive Plan (the “Plan”) on the terms and conditions set forth herein and in the Plan, which is incorporated herein by reference as a part of this Agreement. This grant of PPUs includes a tandem grant of DERs with respect to each PPU. The Company shall establish a DER bookkeeping account for you with respect to each PPU granted that shall be credited with an amount equal to any cash distributions made by the Partnership on a Common Unit during the period such PPU is outstanding. Unless otherwise defined herein, terms used, but not defined, in this Agreement shall have the meaning as set forth in the Plan.
 2. **Performance Goals and Vesting.** The PPUs and DERs granted hereunder shall become vested only if (i) the Performance Goals set forth in Attachment A (the “Performance Goals”) attached hereto are achieved at the end of the Performance Period and (ii) you have not incurred a Termination of Service (defined in Paragraph 3(a) below) prior to the end of the Performance Period, except as provided in Paragraph 3 below. To the extent the Performance Goals are not achieved, the PPUs shall be forfeited automatically at the end of the Performance Period without payment.
 3. **Contingent Vesting Events.** You may become “contingently” vested prior to the end of the Performance Period as provided below in Paragraph 3(a), but unless the Performance Goals for the Performance Period are achieved; you will not become entitled to a payment with respect to the PPUs and DERs for the events set forth in Paragraph 3(a).
 - (a) **Death, Disability or Termination by the Company other than for Cause.** If your employment with the Company terminates as a result of your death, a disability that entitles you to benefits under the Company’s long-term disability plan, or an involuntary termination by the Company for reasons other than “Cause,” as determined by the Company in accordance with its employment policies (“Termination of Service”), a percentage of your PPUs and DERs will become contingently vested in a pro-rata share (rounded up to the nearest whole
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PPU) based on the number of days in the Performance Period that have lapsed through the date of your Termination of Service over the total number of days in the Performance Period. The number of your PPUs that do not become contingently vested as provided above will be forfeited automatically on the date of your Termination of Service without payment.

- (b) **Other Terminations.** Except as provided in Paragraph 2 hereof, if you terminate from the Company for any reason other than as provided in Paragraphs 3(a) above, all unvested PPUs then held by you automatically shall be forfeited without payment upon such termination.
- (c) **Change of Control.** If there is a Change of Control, a percentage of your PPUs and DERs will become vested in a pro-rata share (rounded up to the nearest whole PPU) based on the number of days in the Performance Period that have lapsed through the date of the Change of Control over the total number of days in the Performance Period and will vest at the 100% level. The number of your PPUs that do not become contingently vested as provided above will be forfeited automatically on the date of the Change of Control without payment. For purposes of this Agreement, a Change of Control means any person other than Duke Energy Field Services, LLC and/or an affiliate thereof becomes the beneficial owner of more than 50% of the combined voting power of the Company's equity interests.

4. **Payments.**

- (a) **PPUs.** As soon as administratively practicable after the end of the Performance Period (the Valuation Date), the Committee will determine whether, and the extent to which, the Performance Goals have been achieved and the number of your PPUs that have become vested as a result of such achievement. The Company will then pay you an amount of cash in a lump sum equal to the then Fair Market Value of your vested PPUs based on the last ten trading days immediately prior to the end of the Performance Period ("Valuation Date"), less any taxes the Company is required to withhold from such payment. Payment will be made as soon as practicable after the end of the Performance Period.
- (b) **DERs.** As soon as administratively practicable after the end of the Performance Period, the Company shall pay you, with respect to each PPU that became vested at the end of the Performance Period, an amount of cash equal to the DERs credited to your DER account during the Performance Period with respect to such vested PPUs.

- 5. **Limitations Upon Transfer.** All rights under this Agreement shall belong to you alone and may not be transferred, assigned, pledged, or hypothecated by you in any way (whether by operation of law or otherwise), other than by will or the laws of descent and distribution or by a beneficiary designation form filed with the Company in accordance with the procedures established by the Company for such designation, and shall not be subject to execution, attachment, or similar process. Upon any attempt by you to transfer,

assign, pledge, hypothecate, or otherwise dispose of such rights contrary to the provisions in this Agreement or the Plan, or upon the levy of any attachment or similar process upon such rights, such rights shall immediately become null and void.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and upon any person lawfully claiming under you.
7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the Phantom Units granted hereby. Without limiting the scope of the preceding sentence, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect.
8. **Modifications.** Any modification of this Agreement shall be effective only if it is in writing and signed by both you and an authorized officer of the Company.
9. **Governing Law.** This grant shall be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to conflicts of laws principles thereof.
10. **Plan Controls.** By accepting the grant under this Agreement, the undersigned acknowledges and agrees that the PPU's are granted and governed by the terms of this Agreement and the Plan, a copy of which has been furnished to you. In the event of any conflict between the Plan and this Agreement, the Plan shall control. All decisions or interpretations of the Committee upon any questions relating to the Plan or this Agreement are binding, conclusive and final on all persons.

DCP MIDSTREAM GP, LLC

By: _____

Name: _____

Title: _____

Grantee Acknowledgment and Acceptance

By: _____

Name: _____



April 20, 2007

DCP Midstream Partners, LP
370 17th Street, Suite 2775
Denver, Colorado 80202

Ladies and Gentlemen:

We have acted as counsel to DCP Midstream Partners, LP, a Delaware limited partnership (the “Partnership”), in connection with the registration under the Securities Act of 1933, as amended, of the offering and sale of up to 850,000 common units representing limited partner interests in the Partnership (the “Common Units”) issuable under the DCP Midstream Partners Long-Term Incentive Plan (the “Plan”).

As the basis for the opinion hereinafter expressed, we examined such statutes, including the Delaware Revised Uniform Limited Partnership Act (the “Delaware Act”), corporate records and documents, certificates of corporate and public officials, and other instruments and documents as we have deemed necessary or advisable for the purposes of this opinion, including the Registration Statement on Form S-8 filed in connection with the registration of the Common Units. In such examination, we have assumed the authenticity of all documents submitted to us as originals and the conformity with the original documents of all documents submitted to us as copies.

Based on the foregoing and on such legal considerations as we deem relevant, we are of the opinion that:

1. The Partnership has been duly formed and is validly existing as a limited partnership under the Delaware Act.
2. The Common Units, when issued and delivered on behalf of the Partnership in accordance with the Plan, will be duly authorized, validly issued, fully paid and non-assessable.

The foregoing opinion is limited to the laws of the United States of America, the Constitution of the State of Delaware and the Delaware Act, as interpreted by federal courts and the courts of the State of Delaware.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations thereunder.

Very truly yours,

/s/ Vinson & Elkins L.L.P.

Vinson & Elkins LLP Attorneys at Law
Austin Beijing Dallas Dubai Hong Kong Houston
London Moscow New York Shanghai Tokyo Washington

First City Tower, 1001 Fannin Street, Suite 2500
Houston, TX 77002-6760
Tel 713.758.2222 **Fax** 713.758.2346 **www.velaw.com**

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement of DCP Midstream Partners, LP on Form S-8 of our reports dated March 14, 2007, relating to the consolidated financial statements and financial statement schedule of DCP Midstream Partners, LP (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the preparation of the portion of the DCP Midstream Partners, LP consolidated financial statements attributable to operations prior to December 7, 2005 from the separate records of DCP Midstream, LLC (formerly Duke Energy Field Services, LLC) and the basis of presentation of the consolidated financial statements of DCP Midstream Partners, LP to retroactively reflect DCP Midstream Partners, LP's acquisition of the wholesale propane logistics business and the preparation of the portion of the DCP Midstream Partners, LP consolidated financial statements attributable to the wholesale propane logistics business from the separate records maintained by DCP Midstream, LLC), and management's report on the effectiveness of internal control over financial reporting appearing in the Annual Report on Form 10-K of DCP Midstream Partners, LP for the year ended December 31, 2006.

/s/ Deloitte & Touche LLP

Denver, Colorado
April 20, 2007

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement of DCP Midstream Partners, LP on Form S-8 of our report dated April 20, 2007, relating to the consolidated balance sheet of DCP Midstream GP, LP as of December 31, 2006 appearing in the Current Report on Form 8-K filed under the Securities and Exchange Act of 1934 of DCP Midstream Partners, LP dated April 20, 2007.

/s/ Deloitte & Touche LLP

Denver, Colorado

April 20, 2007

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement of DCP Midstream Partners, LP on Form S-8 of our report dated March 14, 2007, relating to the consolidated balance sheet of DCP Midstream, LLC (formerly Duke Energy Field Services, LLC) as of December 31, 2006 appearing in the Current Report on Form 8-K filed under the Securities and Exchange Act of 1934 of DCP Midstream Partners, LP dated April 20, 2007.

/s/ Deloitte & Touche LLP

Denver, Colorado

April 20, 2007