

RESOLUTION NO. 10 - 26

A RESOLUTION REGARDING CERTAIN CHANGES TO
COLORADO SPRINGS UTILITIES' ELECTRIC RATE
SCHEDULES

WHEREAS, on October 28, 2025, by Resolution 155-25, the City Council of the City of Colorado Springs ("City") approved the establishment of the Industrial Service – Large Load ("ELL") Rate Schedule applicable to industrial customers with loads equal to or greater than 10MW; and

WHEREAS, Colorado Springs Utilities ("Utilities") may execute Economic Development Special Contracts with selected customers in accordance with section III.I of Utilities Rules and Regulations; and

WHEREAS, Utilities proposed revising the ELL Rate Schedule to clarify that Economic Development Special Contracts may be executed with selected customers receiving service under this rate schedule as set forth in Utilities Rules and Regulations; and

WHEREAS, Utilities proposed to make other clerical modifications; and

WHEREAS, City Code § 12.1.108(D)(2)(f) provides that the City Council may change any tariff provision which City Council, in its discretion, deems to be appropriate, provided that the change has no adverse impact on customers; and

WHEREAS, the City Council finds that the proposed modifications to the ELL Rate Schedule will not adversely impact customers; and

WHEREAS, Utilities proposed to make the ELL Rate Schedule tariff changes effective March 1, 2026; and

WHEREAS, the City Council finds Utilities' proposed modifications prudent; and

WHEREAS, the City Council finds that the proposed modifications to the ELL Rate Schedule tariff are just, reasonable, sufficient and not unduly discriminatory and allow Utilities to collect revenues that enable Utilities to continue to operate in the best interest of all its customers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. That Colorado Springs Utilities Tariff, City Council Volume No. 6, Electric Rate Schedules shall be revised as follows:

Effective March 1, 2026

City Council Vol. No. 6		
Sheet No.	Title	Cancels Sheet No.
First Revised Sheet No. 27	INDUSTRIAL SERVICE – LARGE LOAD (ELL)	Original Sheet No. 27
First Revised Sheet No. 27.1	INDUSTRIAL SERVICE – LARGE LOAD (ELL)	Original Sheet No. 27.1
First Revised Sheet No. 27.2	INDUSTRIAL SERVICE – LARGE LOAD (ELL)	Original Sheet No. 27.2
First Revised Sheet No. 27.3	INDUSTRIAL SERVICE – LARGE LOAD (ELL)	Original Sheet No. 27.3
First Revised Sheet No. 27.4	INDUSTRIAL SERVICE – LARGE LOAD (ELL)	Original Sheet No. 27.4

Section 2. The attached sheets of the Colorado Springs Utilities Tariff, Council Decision and Order, and other related matters are hereby approved and adopted.

Dated at Colorado Springs, Colorado, this 24th day of February 2026.



Lynette Crow-Iverson, Council President

ATTEST:



Sarah B. Johnson, City Clerk



Electric
Final Tariff Sheets

ELECTRIC RATE SCHEDULES

INDUSTRIAL SERVICE – LARGE LOAD (ELL)

AVAILABILITY

Available by contract in Utilities' electric service territory for any Customer whose Maximum Demand equals or exceeds 10,000 kW in any of the last 12 billing periods, or whose Maximum Demand is reasonably expected to equal or exceed 10,000 kW in any billing period in the next 120 billing periods. If aggregation of loads is permitted by Utilities pursuant to the terms provided in this rate schedule, the Maximum Demand used for the purpose of determining availability under this rate schedule will be based on the aggregated Maximum Demand. Customers with common owner(s) or parent companies operating within a contiguous site will have loads aggregated for determining the Maximum Demand for the purposes of determining availability under this rate schedule. Nothing in this rate schedule limits the potential applicability of Economic Development Special Contracts, as established in Utilities Rules and Regulations.

SERVICE CONSIDERATIONS

- A. Customers must submit a completed signed Large Load Service Agreement (LLSA) and pay all applicable fees and charges in order to qualify for service under this rate schedule. The LLSA shall specify provisions of service including the following but not limited to: annual load and energy requirements, load characteristics, construction related terms, operating procedures, the date of service availability, and administrative terms and conditions. The initial term of the LLSA will be established in the agreement but not be less than 10 years. Customers meeting the collateral waiver requirements as provided in this Rate Schedule are deemed to have completed the initial LLSA term.
- B. Upon Utilities joining a Regional Transmission Organization (RTO), service under this rate schedule will be contingent upon and subject to the RTO's tariff provisions, and the Customer will be responsible for any cost incurred related to studies, interconnection, and service of the Customer's load.
- C. Availability and terms of service are subject to Utilities and any applicable RTO study results and requirements. Interim service may be contingent upon the Customer being subject to interruption or curtailment under any applicable Utilities and/or RTO tariffs.
- D. If extension or modification of Utilities' transmission system is required to provide service, the Customer shall be responsible for the cost of required extensions or modifications as set forth in Utilities Rules and Regulations.

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INDUSTRIAL SERVICE – LARGE LOAD (ELL)

- E. Customers must provide, install, and maintain transformer(s) to receive three-phase, 60-hertz, alternating current electrical service at nominal potential of 115,000 or 230,000 volts on the Customer Premise. Alternatively, where Utilities determines serving Customers through Utilities' substation facilities is in the best interest, Customers shall pay the applicable Substation Facility Fees as set forth in Utilities Rules and Regulations. Customers paying the Substation Facility Fees must provide, install, and maintain equipment to receive Primary or Secondary Service as provided in Utilities Rules and Regulations and in accordance with the *Line Extension and Service Standards* for Electric.
- F. Service will generally be provided through one meter unless Utilities, in its sole discretion, determines additional meters and aggregation is warranted. The aggregation terms and conditions set forth in the Industrial Service – Large Power and Light (ELG) Rate Schedule will apply.
- G. If in Utilities determination, the Customers load cannot be served by Utilities existing capabilities, the Customer will be served on an interim basis through market agreement(s) for capacity and energy requirements for a period of time not to exceed the 10-year term of the initial LLSA. In lieu of ECA or Green Power Service if selected, and ECC charges, Utilities will bill the Customer the full costs of the market agreement(s) through charges as set forth in the LLSA and these Electric Rate Schedules.
- H. Except for Customers whose collateral requirements have been waived pursuant to the terms provided in this rate schedule below, Customers will be subject to the Resource Adequacy Charge and the System Support Charge, as set forth in these Electric Rate Schedules, for each billing period in the initial 10-year term of the LLSA.
- I. If at any time the Customer's actual maximum demand exceeds the contracted annual load requirements, the Customer shall provide an updated annual load requirement and the LLSA shall be updated to reflect the higher demand.
- J. Utilities has no obligation to serve loads in excess of the contracted demand for the calendar year as provided in the LLSA.

ELECTRIC RATE SCHEDULES

INDUSTRIAL SERVICE – LARGE LOAD (ELL)

DEMAND AND ENERGY DETERMINATIONS

- A. During the initial 10-year LLSA period, Billing Demand will be the highest of (1) the greatest 15-minute load in the billing period adjusted upward by 1% for each 1% that the power factor of Customer is below 95% lagging or leading, (2) 100% of the Maximum Demand occurring during the last 12 billing periods, or (3) 100% of the contracted demand for the calendar year as provided in the LLSA.
- B. After the initial 10-year LLSA period, Billing Demand will be the highest of the greatest 15-minute load in the billing period adjusted upward by 1% for each 1% that the power factor of Customer is below 95% lagging or leading, or 68% of the Maximum Demand occurring during the last 12 billing periods.
- C. During the initial 10-year LLSA period, Billing Energy will be the higher of metered energy for the billing period, or contracted monthly energy as set forth in market agreement and the LLSA.
- D. After the initial 10-year LLSA period, Billing Energy will be equal to the metered energy for the billing period.

MINIMUM MONTHLY BILL

The Minimum Monthly Bill will be the sum of applicable Access and Facilities, Demand, System Support Charge, Resource Adequacy Charge, market agreement charges, ECA, ECC, and all other applicable charges calculated using the Billing Demand, Billing Energy, and other applicable billing determinates as defined in these Electric Rate Schedules, Utilities Rules and Regulations, and the LLSA.

COLLATERAL REQUIREMENT DETERMINATION

- A. The collateral requirement under this rate schedule is in place of the Electric portion of deposits for starting service under Utilities Rules and Regulations. Deposits relating to starting service for Natural Gas, Water, and Wastewater services provided by Utilities shall apply as provided in Utilities Rules and Regulations and Utilities' Tariffs.
- B. The collateral requirement is equal to the highest 36 months of estimated Minimum Monthly Bills occurring during the LLSA term. Estimation of the highest 36 monthly bills will be calculated using the demand and energy requirements as provided in the LLSA.

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- C. If during the LLSA term the annual load or energy requirements increase from those provided in the initial agreement, additional collateral will be required such that the total collateral requirement equals the highest 36 months of estimated bills for the service contract based on the updated annual load and energy requirements.

- D. The Customer must provide the collateral requirement in one or more of the following forms:
 - 1. Cash for the full collateral requirement. Interest will not be accrued on cash collateral; or

 - 2. A standby irrevocable Letter of Credit (LOC) for the full collateral requirement. The LOC must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Customer, with a credit rating of at least A- from Standard & Poor's (S&P) and A3 from Moody's, as well as a minimum capitalization of at least \$250 million. Such security must be issued for a minimum term of 360 days. The Customer must cause the renewal or extension of the security for additional consecutive terms of 360 days or more no later than 30 days prior to each expiration date of the security through the entire service contract term and provide Utilities written notice of such renewal. If the security is not renewed or extended as required herein, Utilities will have the right to draw immediately upon the LOC and be entitled to hold the amounts so drawn as security. The LOC must be in a format acceptable to and approved by Utilities.

- E. Utilities may waive collateral requirements for Customers who have maintained service under an Industrial Service Rate Schedule for the preceding 120 billing periods, and each of the following conditions apply:
 - 1. The Customer has not had any delinquency within the preceding 120 billing periods; and

 - 2. The Customer's maximum rolling 12-month load to rolling 12-month average load ratio has not exceeded 1.20 in any month in the preceding 120 billing periods; and

 - 3. The Customer's load is not expected to increase by more than 5 MW within the next 120 billing periods; and

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4. In the event of merger, acquisition, or legal transfer of interest or other event causing a change in the Customer name and/or identification, the Customer demonstrates successorship in interest from the predecessor to the successor entity.
5. If circumstances related to Utilities’ prior waiver of collateral requirements change and are no longer applicable, the collateral requirement will be immediately due.

TERMS AND CONDITIONS

- A. During the term of the LLSA the Customer may terminate service by providing written notice to Utilities no less than 36 months prior to the requested service end date. The LLSA will automatically renew for an additional 36 months at the end of each LLSA term unless Customer provides advance written notice of termination no less than 36 months prior to expiration.
- B. Upon termination the Customer is responsible for paying a LLSA Termination Fee equal to the estimated Minimum Monthly Bills remaining in the LLSA term or the highest 36 months of estimated Minimum Monthly Bills occurring during the LLSA, whichever is greater.
- C. 36 months prior to LLSA renewal, Utilities or the Customer may request modification of the load and energy requirement.

RATE

See Rate Table for applicable charges.

PAYMENT

Payment of billing statements is due and payable by the date indicated in the billing statement. If full payment of charges is not made on or prior to the due date, a late payment fee of 1.5% per month will be assessed on the overdue balance. Collateral requirements will be called when Utilities initiates Discontinuance of Service by Utilities for Failure to Pay When Due as provided in Utilities Rules and Regulations.

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