
PRAIRIELAND ENERGY, INC.
TERMS AND CONDITIONS OF CHILLED WATER SERVICE

A. Establishment of Service

All customers must complete and submit the Chilled Water Service Agreement in order to establish service with Prairieland Energy, Inc.

B. Access to Customer Premises

The properly authorized agents of Prairieland may have access to the premises at all reasonable hours for the purpose of installation, inspecting examining, repairing, or removing Prairieland's chilled water meters on this property.

C. Limits of Liability

Prairieland will use reasonable diligence in furnishing uninterrupted and regular Chilled Water service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro-rata reduction of the monthly charges.

Prairieland does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the customer may sustain by reason of any failure or interruption of service, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall Prairieland be liable for any loss by customer of production, revenues or profits, or for any consequential damages whatsoever on account of any failure or interruption of service; nor shall Prairieland be liable for damages that may be incurred by the use of equipment, or the presence of Prairieland's equipment on customer's premises. Customer is required to provide suitable protection so that any equipment will be protected in the case of interruption of service and re-establishment of normal service after any of the above conditions. Prairieland shall not be responsible or liable for any losses suffered due to the termination of service.

D. Term of Service

This Chilled Water Agreement will be deemed to be continuing unless either party shall give written notice to the other party of its desire to terminate. If written notice is given, the service will terminate 60 days after such notice is received by the other party.

E. Charges

Monthly Chilled Water Use Charge

Chilled water shall be billed at a rate per million British Thermal Units (mmbtu) delivered.

Customer Charge

The Customer Charge includes the monthly services associated with installing and reading of the meter, recording and transferring data, accounting and billing.

Restrictions Related to Chilled Water Return

Where chilled water service is delivered at a single point, the rate shall be based upon directly measured chilled water consumption in ton-hr units at a 16 degree Fahrenheit chilled water temperature differential.

As a condition of service the customer shall maintain a differential between supply chilled water and return chilled water temperatures, or "Delta T", of 12 degrees Fahrenheit at a minimum. This is based on a chilled water supply temperature of 43 degrees Fahrenheit. The following table lists

the “Delta T” and the assigned usage multiplier for periods when the “Delta T” is below the 12 degree Fahrenheit minimum:

Temperature Delta	Usage Multiplier
11	1.2
10	1.3
9	1.4
8	1.5
7	1.6
6	1.8

Charge for Late Payments/Disconnection of Service

Bills will be rendered to the customer on or near the 15th of each month and are payable at Prairieland’s office on or before the due date printed on the monthly bill. Bills remaining unpaid after the due date are subject to an additional charge of 1.5% per month of any unpaid balance and, in the event that all bills due Prairieland from the customer are not paid within 60 days following the billing date, the supply of chilled water may be shut off by Prairieland. Chilled water service will be resumed after a Reconnection Fee, the cost of certified postage, and the unpaid balance have been paid.

F. Rate Change Notice

Prairieland Energy, Inc. may change the rates for service hereunder from time to time, and must provide the Customer notice of the new rates at least 60 days prior to the effective date.

G. Billing Dispute

In the event a customer disputes a bill, the customer is responsible for submitting payment in full on or before the current billing due date. Prairieland must receive notification within 30 days from the billing date, in writing, describing the amounts or items in dispute along with the customer’s name, address and telephone number as stated on the original customer service agreement with Prairieland. Prairieland will review all disputes received within the stated time frame. When a determination is made regarding the dispute, Prairieland will provide their finding in writing to the customer within a reasonable time period not to exceed 90 days from receipt of the dispute.

H. Meter Tampering

Prairieland shall have the right to discontinue chilled water service to any customer and remove its property from the customer’s premises, where Prairieland discovers evidence of tampering with any meter or service wiring leading thereto, and where such tampering is for the purpose of reducing the customer’s chilled water consumption. A customer’s service so disconnected shall be reconnected after customer has furnished satisfactory evidence of compliance with Prairieland’s rules and/or Terms and Conditions of service and paid all service charges as hereinafter set forth:

1. All delinquent bills, if any;
2. The amount of any Prairieland revenue loss attributable to said tampering;
3. Expenses incurred by Prairieland in replacing or repairing the meter or other appliance or equipment, the preparation of the bill; and all other expenses incurred by Prairieland in rectifying the tampering.

I. Definitions

Billing Date — Date bills are generated, as labeled on the monthly bill.

Due Date — Date payment is due, as labeled on the monthly bill.

Customer — A person or company that has signed an agreement for chilled water service on file at PrairieLand.

MMBtu / Million British Thermal Units — Measurement of the energy content used in the chilled water system.

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