



DELAWARE ELECTRIC CO-OP

*"We Keep the Lights On"*

P.O. Box 600  
14198 Sussex Highway  
Greenwood, Delaware 19950  
302-349-9090

[www.delaware.coop](http://www.delaware.coop)

## BEHIND-THE-METER DEVICE INSTALLATION AND INDEMNIFICATION AGREEMENT

This Behind-the-Meter Device Installation and Indemnification Agreement ("Agreement") is entered into by and between **Delaware Electric Cooperative, Inc. ("DEC" or "Cooperative")** and the undersigned **Member ("Member")** as of the date of last signature below.

### 1. PURPOSE

This Agreement establishes the terms and conditions under which the Member may utilize a meter socket adapter ("Adapter") on the Member's premises (identified herein). The Adapter is a behind-the-meter device installed at the meter socket interface for the purpose of enabling approved equipment or functionality ("Member-owned equipment"). The intent of this Agreement is to enable the Member to utilize an Adapter while also ensuring the safety, reliability, and integrity of DEC's electric system, and to clearly define the Member's and DEC's rights and responsibilities with respect to the installation and removal of the Adapter, and with respect to the Member-owned equipment and conditions located on the Member's side of the electric meter.

NOW, THEREFORE, in consideration of the foregoing purposes, which are incorporated herein as a part the Agreement, and of the mutual covenants, terms and conditions, and other rights and obligations provided hereunder, the Parties hereby agree as follows:

### 2. OWNERSHIP AND LOCATION

**2.1** The Adapter and any associated hardware shall be of a type approved by DEC, and purchased, owned, operated, and maintained solely at the Member's expense.

**2.2** The Adapter shall be located on the Member's side of the electric meter, and no ownership, control, or responsibility for the Adapter is transferred to DEC by virtue of this Agreement.

### 3. INSTALLATION REQUIREMENTS

#### 3.1 DEC-Only Installation of Adapter.

Notwithstanding any other provision of this Agreement, any Adapter or meter-mounted device that interfaces directly with DEC's electric meter or meter socket shall be installed, removed, or replaced exclusively by authorized DEC personnel. Member and Member's contractors are expressly prohibited from installing, removing, or modifying any Adapter or meter-mounted device.



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### **3.2 DEC Right to Refuse or Condition Installation Based on Tariff and Service Rules.**

Notwithstanding any other provision of this Agreement, DEC shall have the sole and absolute discretion to refuse, delay, condition, or deny the installation of an Adapter or similar meter-mounted device. Such refusal authority is expressly grounded in DEC's Tariff, Rules, and Regulations, which govern all aspects of electric service, metering, delivery, conditions of service, and equipment interfacing with DEC's facilities, as set forth in the Delaware Electric Cooperative Tariff.

### **3.3 Member-Installed Equipment.**

All Member-owned equipment located load side of the Adapter (including generators, solar inverters, transfer switches, demand response devices, and associated wiring) shall be installed by a licensed electrician at the Member's sole expense and in accordance with:

- All applicable local, state, and federal laws and regulations;
- The National Electrical Code (NEC);
- DEC's Tariff, Rules, and Regulations.

**3.3.1 Permits.** Member shall obtain all required permits, inspections, and approvals prior to energization or operation of any Member-owned equipment.

**3.3.2. DEC Inspection.** DEC reserves the right, but not the obligation, to inspect the installation of Member-owned equipment for compliance with DEC requirements. Any inspection performed by DEC of Member-owned equipment shall not be deemed an assumption by DEC of any responsibility for the Member-owned equipment, nor shall any such inspection performed by DEC be deemed a representation by DEC as to the proper installation, fitness, or safety of any Member-owned equipment.

## **4. OPERATIONAL LIMITATIONS AND REMOVAL OR DISCONNECTION OF THE ADAPTER OR OTHER MEMBER-OWNED EQUIPMENT**

**4.1** The Adapter and any other associated Member-owned equipment shall not:

- Export power onto DEC's distribution system unless expressly authorized by a separate written Interconnection Agreement;
- Cause voltage fluctuations, harmonics, back-feed, or other power quality issues that may adversely affect DEC's system or other members;



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- Interfere with DEC's metering, communication, or protective equipment.

**4.2** DEC may require the disconnection of any Member owned Adapter or associated Member-owned equipment, if in DEC's sole discretion, DEC determines that the Adapter or other Member-owned equipment poses a risk to safety, system reliability, regulatory compliance, or any other concern of DEC.

**4.2.1** In the event DEC determines, in its sole discretion, that an Adapter or other Member-owned equipment should be disconnected, DEC shall notify Member and DEC approved personnel shall remove the Adapter, disconnect any other Member-owned equipment to the extent necessary to remove the Adapter, and reinstall a standard electric meter at Member's sole expense.

**4.3** In the event DEC determines, in its sole discretion, or in the event another agency with appropriate authority determines and directs DEC, that an emergency or other circumstance exists that necessitates the immediate disconnection or removal of an Adapter or associated Member-owned equipment, DEC may take all appropriate actions that it deems necessary in its sole discretion, or that another agency directs DEC to take, to disconnect or remove the Adapter or associated Member-owned equipment.

**4.3.1** DEC's right under this Agreement to take all appropriate actions that it deems necessary in its sole discretion to address an emergency or other exigent circumstance that necessitates the immediate disconnection or removal of an Adapter or associated Member-owned equipment does not establish or otherwise give rise to any duty on the part of DEC to Member or any other person, to discover, prevent, react, or otherwise respond to the emergency or other circumstance, and to the fullest extent permitted by law and not otherwise addressed by this Agreement, DEC shall have no liability for any damage or harm to Member, Member's guests, or Member's real or personal property resulting from any action taken or not taken by DEC in response to the emergency or other exigent circumstance. Furthermore, to the extent another agency with appropriate authority directs DEC to take or not take any action with respect to any emergency or other exigent circumstance, DEC shall, to the fullest extent permitted by law and not otherwise addressed by this Agreement, have no liability for any damage or harm to Member, Member's guests, or Member's real or personal property resulting from any action taken or not taken by DEC at the direction of the agency.

## **5. MAINTENANCE AND MEMBER RESPONSIBILITY**

**5.1** Member shall be solely responsible for the safe operation, inspection, and maintenance of the Adapter and other Member-owned equipment. In the event Member believes that an Adapter requires repair or replacement, Member shall contact DEC to coordinate removal of the Adapter. Repair or Replacement of an Adapter shall be at Member's sole expense.



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**5.2** Member acknowledges that DEC has no obligation to inspect, maintain, troubleshoot, repair, or replace the Adapter or other Member-owned equipment. DEC's prior Agreement and installation of an Adapter does not entitle Member to continued use of an Adapter in the event the Adapter fails or otherwise requires replacement. In the event DEC does not authorize installation of a replacement Adapter, DEC shall reinstall a standard electric meter at Member's sole expense.

## **6. ASSUMPTION OF THE RISKS**

Member understands and agrees that the installation and operation of the Adapter and Member-owned equipment involves inherent electrical hazards. Member voluntarily assumes all risks of loss, damage, injury, or interruption of service arising from or related to Member's decision to purchase the Adapter, have the Adapter installed, and to use the Adapter and the Member-owned equipment. Furthermore, to the fullest extent permitted by law, Members waives any and all claims, whether sounding in negligence, contract, or otherwise, that it has or may have against DEC or any DEC personnel arising out of DEC's installation, removal, or any other act or failure to act with respect to an Adapter or any associated Member-owned equipment.

## **7. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Member shall defend, indemnify, and hold harmless DEC, its directors, officers, employees, agents, and contractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or related to:

- The installation, operation, maintenance, or removal of the Adapter;
- Any failure of the Adapter, or other Member-owned equipment;
- Any injury to persons or damage to property occurring on the load side of the meter;
- Any violation of applicable laws or codes by the Member or Member's contractors.

The obligations under this Paragraph shall survive termination of this Agreement.

## **8. LIMITATION OF LIABILITY**

**8.1** In no event shall DEC be liable for damages, whether direct, indirect, incidental, consequential, special, or punitive, arising out of or otherwise related to its installation, removal, or any other act or failure to act with respect to the Adapter, or with respect to any other Member-owned equipment, including but not limited to loss of use, loss of generation, or lost revenues, even if DEC has been advised of the possibility of such damages.



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**8.2** In no event shall DEC have any liability to Member or any other person for any claim or loss arising out of or in connection with the installation, use, operation, maintenance, inspection, repair, replacement, removal, or any other act or failure to act with respect to any Adapter, or any other Member-owned equipment, whether installed by DEC personnel or otherwise.

## **9. INSURANCE**

Upon request, Member shall provide evidence of homeowner's, general commercial liability, or other applicable insurance reasonably sufficient to cover risks associated with the Adapter or other Member-owned equipment.

## **10. ACCESS AND DISCONNECTION**

DEC reserves the right to access the electric meter and associated DEC-owned equipment at all times. If the Adapter, any other Member-owned equipment, or any conditions on Member's premises interfere with DEC's access, operations, or safety requirements, Member shall promptly (within ten (10) days of receipt of notice from DEC) correct the condition at Member's sole expense.

## **11. TERMINATION**

**11.1** Member may terminate this Agreement by contacting DEC to have the Adapter removed at Member's sole expense. Member acknowledges that removal of the Adapter may affect Member's use of, or the functionality of other Member-owned equipment, and Member further acknowledges that DEC has no obligation or responsibility with respect to Member's use of, or the functionality of any other Member-owned equipment. This Agreement shall be deemed terminated under this Paragraph 11.1 following DEC's removal of the Adapter.

**11.2** DEC may terminate this Agreement upon written notice to Member that DEC has determined, in its sole discretion, that Member has failed to comply with the terms of this Agreement; OR if DEC determines, in its sole discretion, that continued operation of the Adapter poses a risk to safety, system reliability, or any other DEC concern. This Agreement shall be deemed terminated under this Paragraph 11.2 following DEC's removal of the Adapter. Member shall be solely responsible for all costs associated with the removal of the Adapter and reinstallation of a standard electric meter.

## **12. NO WAIVER**

DEC's failure to enforce any provision of this Agreement shall not constitute a waiver of DEC's right to enforce this Agreement at any time.



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### 13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

### 14. NON-ASSIGNMENT AND BENEFICIARIES

This Agreement is intended for the benefit of the Parties hereto and is not assignable or transferable without DEC's written consent. In the event Member sells or otherwise transfers ownership of the premises, or ownership of the premises transfers through any other means (foreclosure, inheritance, etc.), DEC may terminate this Agreement pursuant to Paragraph 11.2, unless the new owner of the Premises executes an Agreement with DEC concerning the continued use of the Adapter. No other person or entity shall have any rights under this Agreement.

### 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the Device and supersedes all prior understandings related thereto. This Agreement may be amended only in writing signed by both parties.

### MEMBER INFORMATION

Member Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### DELAWARE ELECTRIC COOPERATIVE, INC.

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please complete and submit this agreement to [interconnection@delaware.coop](mailto:interconnection@delaware.coop) for review.