



STATE OF DELAWARE
AGREEMENT REGARDING REMOVAL OF ELECTRIC METERS

This Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between Delmarva Power & Light Company ("DPL"), a Delaware corporation and _____ ("Electrician). Delmarva Power and Electrician may be referred to as a "Party" or the "Parties."

I. PURPOSE. Delmarva Power agrees to grant limited permission to Electrician to remove and reinstall certain Delmarva Power electric meters in order to perform electrical work on customer equipment without waiting for a Delmarva Power technician to be dispatched to remove and reinstall the meter, subject to Electrician's compliance with the terms of this Agreement. Electrician may only seek and be granted permission to remove and reinstall non-bolt-in electric meters. Removal of any other meter, or removal of any non-bolt-in meters without complying with the terms of this Agreement, is a violation of Delaware's criminal mischief statute. 11 Del. Code Ann. Section 811.

II. RESPONSIBILITIES OF ELECTRICIAN.

- A. Licensing. Electrician certifies that it is an electrician licensed by the State of Delaware, Department of State, Division of Professional Regulation, Board of Electrical Examiners.
- B. Compliance with Law. Electrician must comply with National Electrical Code, OSHA, and all other Delaware State and local laws, rules and regulations covering the work, including all permitting and inspection requirements.
- C. Compliance with Delmarva Power Requirements.
 - 1) Electrician must comply with all applicable Delmarva Power engineering and metering requirements and procedures prior to and when performing services relating to this Agreement.
 - 2) Before contacting Delmarva Power, Electrician shall make a preliminary physical inspection of the metering cabinet and equipment to ensure that there are no issues which require Delmarva Power's attention, including but not limited to, an unsafe, unusual or illegal wire condition, a missing seal, a security device which requires Delmarva Power's removal or any other condition which an experienced electrician reasonably would believe requires inspection or work by an electric utility. Electrician shall notify Delmarva Power of any such conditions requiring Delmarva Power's attention, and agrees not to remove any such meters.
 - 3) Electrician shall contact Delmarva Power to seek permission prior to the removal of any meter. When contacting Delmarva Power, Electrician shall provide detailed customer contact information, including the service address, account number and meter number(s) so that Delmarva Power may properly identify the location and subject meters and metering equipment.
 - 4) Electrician shall provide a detailed description of the work to be performed.
 - 5) Electrician shall wait for approval from Delmarva Power before proceeding.
 - 6) Upon approval, Electrician shall reduce or disconnect load before removing and reinstalling the meter.
 - 7) Electrician shall notify Delmarva Power within forty-eight (48) hours after work is complete.
 - 8) Electrician shall coordinate access to the customer's premises so that Delmarva Power may easily gain access, to inspect and reseal the equipment involved or otherwise.
 - 9) Electrician acknowledges that some customer owned meter sockets have internal claws which have either been degraded or "formed" such that they could create a loose meter stab connection which could result in arcing and thus ultimately result in a fire. Electrician further acknowledges that it is Electrician's responsibility to inspect such meter socket assembly to ensure that the meter can be reinstalled properly and safely. In the event Electrician has any concerns regarding the above, Electrician shall not reinstall the meter and shall call Delmarva Power to have the meter socket assembly inspected for safety prior to reinstalling and restoration of service.
- D. Indemnity. Electrician shall, at its own expense, take all measures necessary to safeguard Delmarva Power's personnel and real and personal property from any injuries or damage, including, but not limited to, such injuries or damages arising out of or resulting from the acts or omissions of Electrician's personnel. Electrician shall comply with applicable workers' compensation laws, and the following indemnity shall be fully applicable to all claims and payments arising under such laws. It is the intent of this Agreement that all risk of and liability for injury (including death) to every person, and damage to or loss of use of all property, including customer and third-party owned personal and real property, arising out of or incident to Electrician's performance of work shall rest upon Electrician and Electrician shall defend, indemnify and hold harmless Delmarva Power, its affiliates, directors, officers, agents, employees, successors and assigns, from any and all demands, claims, liabilities, expenses and costs, including reasonable attorney's fees, arising from any such damage, loss or injury to the fullest extent permitted by law. This indemnity shall survive the termination or expiration of this Agreement. Upon notification by Delmarva Power, Electrician shall at its own expense defend any suit or other legal proceeding alleging such injury, loss or damage whether instituted against Delmarva Power alone or jointly with Electrician or others, and whether or not negligence or liability is charged solely against Delmarva Power. Delmarva Power shall provide Electrician prompt notice of such suit and cooperate fully in the defense of such suit. Participation by Delmarva Power through its own counsel in Electrician's defense of any suit against Delmarva Power shall in no way dilute this indemnity.

E. Insurance. At all times that this Agreement is in effect Electrician shall maintain, at its own expense, (1) the minimum amounts and types of insurance to comply with any applicable laws, regulations or requirements of the State of Delaware applicable to licensed electricians. Upon Delmarva Power's request, Contractor shall (1) provide certificates of insurance and any other insurance or policy information requested by Delmarva Power, and (2) name Delmarva Power or its designees as additional insured for the general liability and/or umbrella excess liability insurance policies. All insurance shall provide waivers of subrogation in favor of Delmarva Power, state that coverage is primary to any other valid insurance available to Delmarva Power, and allow cross-liabilities and coverage regardless of fault. All insurance carriers must have a Best's rating of A- or better.

III. TERMINATION. This Agreement shall remain in effect for three (3) years from the date set forth above, unless terminated earlier by Delmarva Power. Delmarva Power may terminate this Agreement at any time for any reason or for no reason with written notice to Electrician. The confidentiality provisions below shall survive termination of this Agreement.

IV. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware without giving effect to principles of conflict of law.

V. NOTICES. All notices given under this Agreement must be in writing and delivered personally or by certified mail, return receipt requested and postage prepaid, to the other party at the address provided herein. Notice shall be deemed given as of the date of delivery in the case of personal notice; in the case of mailing by certified mail, notice shall be deemed given on the date of mailing.

VI. GENERAL

- A. This Agreement represents the entire agreement between the Parties and supersedes any other agreements between the Parties, written or oral.
- B. No waiver of any provision of this Agreement will be valid unless the same is in writing and signed by an authorized agent of the waiving Party, and no modification or waiver of any provision shall operate as a modification or waiver of any other provision of this Agreement.
- C. No failure or delay on the part of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which the Parties would otherwise have.
- D. All agreements and covenants contained herein are severable and, in the event any of them are held to be invalid or unenforceable by any competent court, this Agreement shall be interpreted as if such invalid or unenforceable provisions were not contained herein.
- E. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. Electrician may not assign this Agreement nor any rights or obligations hereunder.

I HAVE READ THIS AGREEMENT, UNDERSTAND THE TERMS USED IN IT AND THEIR LEGAL SIGNIFICANCE, AND HEREBY AGREE TO FULLY COMPLY. I HEREBY CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE ELECTRICIAN.

MASTER LICENSED ELECTRICIAN

Company: _____
Name: _____
License Number: _____
Phone Number: _____
Email Address: _____
Date: _____
Signature: _____

DELMARVA POWER & LIGHT COMPANY

Name: _____
Title: _____
Date: _____
Signature: _____

ADDITIONAL LICENSED ELECTRICIANS

Name: _____
Name: _____
Name: _____
Name: _____
Name: _____

Name: _____
Name: _____
Name: _____
Name: _____
Name: _____