



STATE OF DELAWARE  
**DEPARTMENT OF TRANSPORTATION**  
800 BAY ROAD  
P.O. BOX 778  
DOVER, DELAWARE 19903

**STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
PUBLIC UTILITY ANNUAL MASTER FRANCHISE**

The \_\_\_\_\_ (**UTILITY**) a privately owned Delaware public utility, its successors, lessees, and assigns, is hereby granted the right, permission and authority to erect, construct, renew, replace, maintain and operate \_\_\_\_\_ Utility Facilities, together with the necessary fixtures and appurtenances within State's rights of way located in \_\_\_\_\_ County, Delaware under and subject to all conditions, restrictions, and regulations of the Department of Transportation (**DEPARTMENT**), State of Delaware (**STATE**). The effective date of this Master Franchise (**FRANCHISE**) shall be the date of execution by the Director of Technology and Support Services and it shall remain in force for a period of fifty (50) years, unless revoked by the **DEPARTMENT** in accordance with the terms of this **FRANCHISE**. Upon expiration of the initial fifty (50) year term, this **FRANCHISE** shall automatically renew for a fifty (50) year renewal term unless otherwise agreed to by the parties.

Under and by virtue of the power and authority vested in the **DEPARTMENT** by the provisions of the Delaware Code, Title 17, Chapter 132, Subsection (c) (8) and supplements thereto, the **DEPARTMENT** orders and directs that the following conditions, restrictions and regulations shall govern the installation of all utility facilities on the **STATE'S** rights of way.

1. The granting of this **FRANCHISE** shall in no way operate as an exemption of the holder thereof from any taxes levied or to be levied in accordance with law by the governing body of this **STATE**, \_\_\_\_\_ County or any other regulatory authority.
2. The **UTILITY** shall indemnify and save harmless the **STATE** and its agencies, its officers, agents, employees, assigns, servants and the like from all suits, actions or claims of any character, whatsoever, brought because of any injuries or damage received or sustained by any persons, or property on account of the construction or operation of its said Utility facilities and fixtures by the **UTILITY**, its officers, agents, employees, assigns, independent contractors or the like undertaken within the scope of the permitted work area and arising as a result of the **UTILITY'S** negligence or willful misconduct.
3. The **UTILITY** shall perform all construction adjustment or relocation in accordance with the policies and procedures as set forth in Delaware's Administrative Code Section 2401, Utilities Manual Regulations (**UTILITY MANUAL**), as amended from time to time.

4. The **UTILITY** shall respond immediately to any emergency relating to its fixtures and appurtenances placed pursuant to this **FRANCHISE** that has a direct affect on public safety or impedes the free flow of traffic. Less urgent trouble calls shall be responded to by the **UTILITY** within three hours of being notified of the issue.
5. The **UTILITY** shall, before cutting, spraying or trimming of any tree or shrub within the right of way of any highway in the **STATE**, secure a special use permit from the Department of Transportation District Engineer's Office (**ENGINEER'S OFFICE**) of the district in which the work is to be done, by written application in which are set forth the location, number, kind, and size of trees or shrubs to be cut, sprayed, or trimmed. A representative of the **ENGINEER'S OFFICE** will inspect such proposed work and, if approved, will issue a permit.
6. The **UTILITY** shall comply with all applicable Delaware laws and regulations including but not limited to 26 *Del. C.*, Ch. 8, Delaware's Underground Utility Damage Prevention and Safety Act, and the **UTILITY MANUAL**. At a minimum the **UTILITY** shall participate in an approved one-call notification center, like Miss Utility and 811; field locate its facilities; respond to excavators within the timeframes established by code; and respond to designers within the timeframe established by the **UTILITY MANUAL**.
7. Consistent with applicable law, the **STATE** may impose such reasonable sanctions as it may deem appropriate for non-compliance with the provisions of this **FRANCHISE**. For examples and not by way of limitation, the **STATE** may impose lesser sanctions such as not issuing new permits to the **UTILITY**; or issue the immediate stop work order on any active utility construction within the **STATE** right-of-way until the **UTILITY** complies; or the suspension of this **FRANCHISE** until the non-compliance is corrected; or other measures as stated in the **UTILITY MANUAL**.
8. The **STATE** may revoke this **FRANCHISE** after 60 days written notice to the **UTILITY** of material non-compliance with this Agreement and opportunity to cure, provided that in the event that such cure requires more than 60 days to complete, this **FRANCHISE** shall remain valid so long as **UTILITY** promptly begins to effectuate such cure and diligently prosecutes such cure until completion. In the event of revocation of this **FRANCHISE** Agreement, the **STATE** may seek a Court Order to appoint a trustee to administer the **UTILITY'S** assets located within the State's roadway rights-of-way until the non-compliance is corrected or such time as the **UTILITY'S** facilities, fixtures, assets, and appurtenances are removed from the **STATE'S** roadway rights-of-way. The **STATE** will bear no cost for such removal; the cost shall be borne by the **UTILITY**. This section is not to be construed as placing any limitation upon either the **UTILITY** or the **STATE** to pursue any other legal or equitable remedy available to it for a breach of the conditions of this **FRANCHISE**.
9. The granting of this **FRANCHISE** shall in no way operate as an exemption of the holder thereof from any regulatory requirements governing provision of utility service in accordance with law by the governing body of this **STATE** or other regulatory authority.

The signature of the undersigned constitutes the **STATE’S** consent to and endorsement of the provisions of this **FRANCHISE**. An official signature of the representative for the **UTILITY** when affixed hereinafter shall constitute agreement to the terms and conditions herein.

**ATTEST:**

**APPROVED FOR THE UTILITY**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary**

**ATTEST:**

**APPROVED FOR THE  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION SOLUTIONS**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Hugh Curran  
Director, Finance**

**Robert Cunningham  
Assistant Director, Transportation Solutions ROW**

\_\_\_\_\_  
**Date Department Seal Affixed**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Frederick H. Schranck  
Deputy Attorney General**