

Detroit Water and Sewerage Department

Central Services Facility 6425 Huber Street, Detroit, MI 48211

313-267-8000 • detroitmi.gov/DWSD

| Letter of Transmittal | | | | | | | | |
|--|---|-----------------------------------|----------------------|--|--|--|--|--|
| Date: | | | | | | | | |
| Petition Map: | Petition Map: | | | | | | | |
| Type of Petition | | | | | | | | |
| ☐ Outright Vacation☐ Conversion to Easement | □ Dedication□ Encroachment | □ Berm □ Temp | Use orary Closing | | | | | |
| Review Status | | | | | | | | |
| The above petition has been received an | d reviewed by this office. Pleas | se see below for the review statu | s as marked. | | | | | |
| □ Approved Subject toAttached Provisions□ Not Approved | ☐ Revise and Resub | mit | | | | | | |
| Additional Comments (if applicable): | | | | | | | | |
| | | | | | | | | |
| Attached is the DWSD provision related t | o the petition. | Signatura | Date | | | | | |
| Reviewed Reviewed | nue | Signature | Date | | | | | |

by:

Approved by:

Mohammad Siddigue

Mohammad Siddique
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PROVISIONS FOR ENCROACHMENT

- 1. By approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right of way, and at all time, DWSD, its agents or employees, shall have the right to enter upon the right of way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing, or inspection by DWSD shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right of way shall be borne by DWSD.
- 2. All construction performed under this petition shall not be commenced until after five (5) days written notice to DWSD. Seventy-two (72) hour notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system.
- 3. Construction under this petition is subject to inspection and approval by DWSD. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner.
- 4. DWSD prohibits the use of heavy construction equipment or the storage of building material directly over or near DWSD facilities. DWSD also prohibits the use of cranes and balls or hydraulic rams for pavement removal where DWSD facilities are involved. If the water main or sewer facilities are broken or damaged as a result of any action on the part of the contractor, the contractor shall be liable for all costs incidental to the repair of such broken or damaged water main or sewer facilities. If DWSD facilities located within the street shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities.
- 5. The petitioner shall hold DWSD harmless for any damage to the encroaching device constructed or installed under this petition, which may be caused by the failure of DWSD's facilities.
- 6. If at any time in the future the petitioner shall request removal and / or relocation of DWSD's facilities in the street being encroached upon, the petitioner agrees to pay all costs for such removal and/or relocation.
- 7. Prior to construction, Easement Encroachment Permit (EEP) should be obtained and the insurance required by the EEP should not expire until after completion of the construction.
- 8. For any proposed work that involves DWSD water mains and/or sewers, an approval and a permit is required from DWSD before commencement of work.
- 9. It is DWSD's requirement that any proposed utility crossing DWSD water mains and/or sewers perpendicularly must maintain a minimum of 18 inches vertical clearance. Any proposed utility running adjacent to DWSD water mains and/or sewers must maintain a minimum of 10 feet lateral clearance including any conduit and/or manholes walls. No utility is allowed to run along the top of the water main or/or sewer.
- 10. It is DWSD's requirement that no encroachment has a vertical clearance of less than 16 feet from the ground surface over DWSD water mains and/or sewers.

Rev: 9/27/2023



PO Box 07580 · Detroit, MI 48207

April 4, 2025

City of Detroit Right of Way Management 2 Woodward Ave Ste 642 Detroit, MI 48226

To Whom it May Concern,

We are requesting approval of a non-standard sidewalk/curb configuration on Adelaide Street to allow our delivery vehicles to service our truck docks safely.

EW Grobbel has been providing high quality food products to the Detroit area since 1883. We are proudly headquartered in Eastern Market, with our central processing plant at 2500 Orleans. We have truck deliveries daily operating from our docks on Orleans and Adeliade Streets. On a busy day, we have dozens of semi-trucks arriving and departing from these docks. Navigating the narrow streets of Eastern Market is a challenge, and our drivers are trained to ensure that the path of a truck backing into the docs and pulling out is done with the highest standards of safety, to pedestrians, vehicles, and property. And, as part of our safety culture, we query visiting drivers for their abilities to navigate in the narrow streets in the Market prior to arrival. If we are not 100% confident in their abilities, we will have them drop off their trailer outside of the Market and we then pick it up with our own tractor unit and driver, making the delivery into the docks ourselves. The mandate is that all deliveries and pick-ups are done in an entirely safe and efficient manner.

One of the specific challenges has been managing city 'standard' curbs in areas across from a loading dock. Ideally curbs allow for a truck to slightly ride over the edge to properly align when arriving or departing a dock. A mountable curb lets the driver manage the maneuver without having to add torque when backing up or pulling out, making the motion safer with less time blocking traffic. Unfortunately, mountable curbs are not a standard City practice and require special approval.

Such is the case on Adelaide Street. We request that the existing mountable curb be allowed to remain as-is where shown, even though it is not a standard detail per DPW/City Engineering standards. This curb is directly across from our loading dock and is a critical area for our operations. The City has proposed steel bollards against the property line behind the sidewalk as part of a mountable curb solution, and we have no objections to this design.

We agree to maintain the sidewalk to ensure it is kept in good condition and are willing to enter into an agreement with the City for this responsibility.

We respectfully request for approval of this condition and are available to answer any questions or issues you may have.

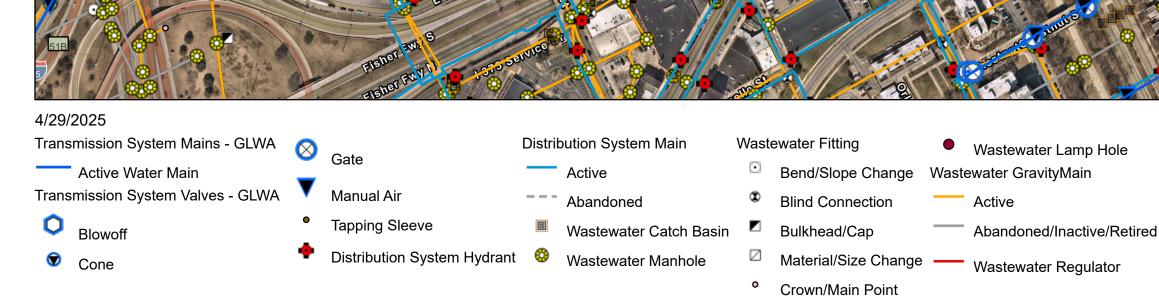
Sincerely,

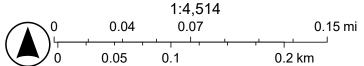
Mike Leinweber

Mike Leinweber VP Construction E.W. Grobbel Sons, Inc. (313) 567-8000 mleinweber@grobbel.com

2500 Orleans

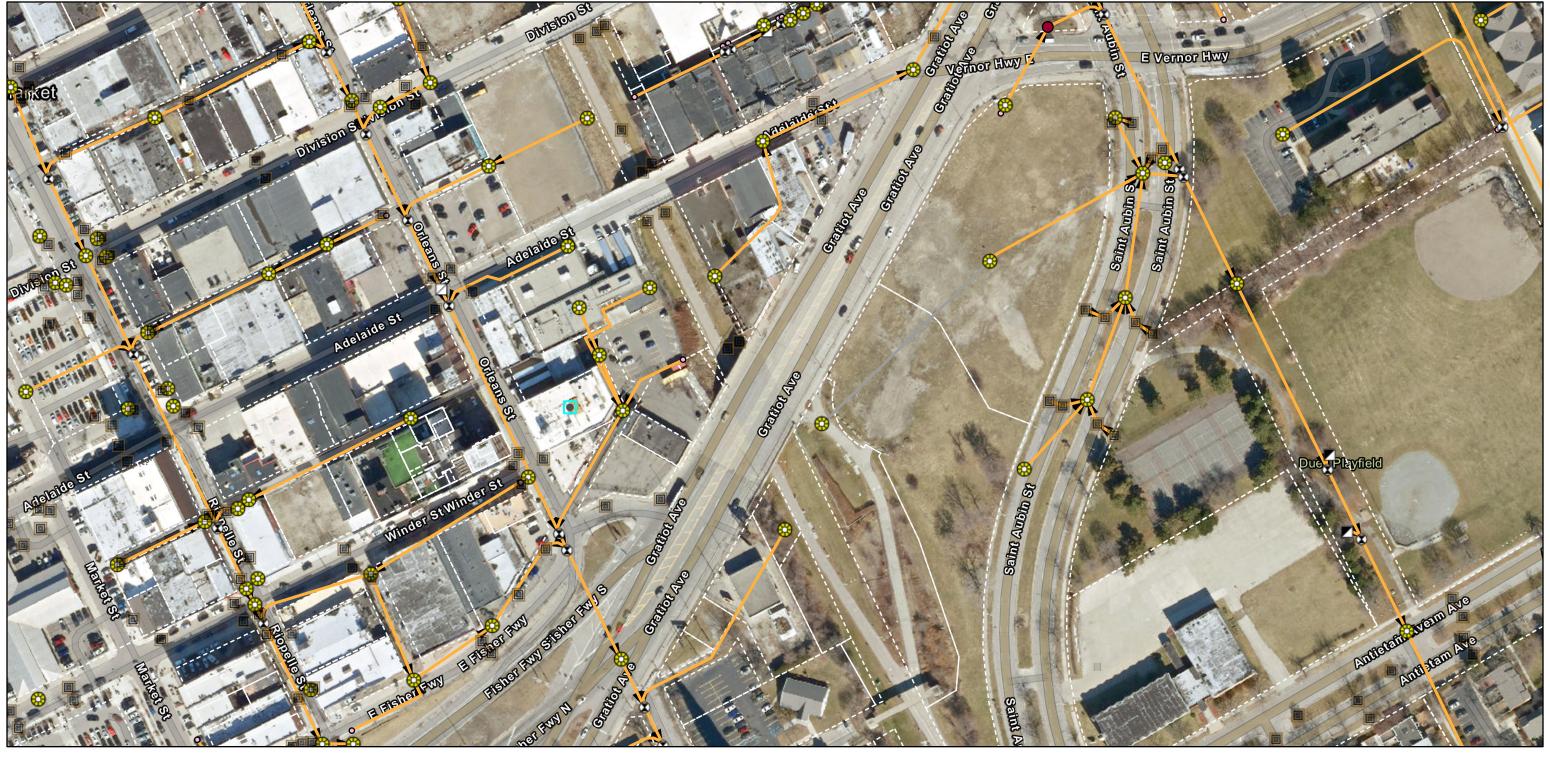


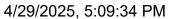




DWSD, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2500 Orleans





- Wastewater Catch Basin (DWSD)
- Wastewater Lamp Hole (DWSD)
- Wastewater Manhole (DWSD)

Wastewater Fitting (DWSD)

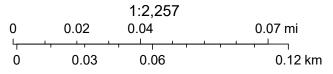
Blind Connection

- ✓ Bulkhead/Cap
- Material/Size Change
- Crown/Main Point

Active

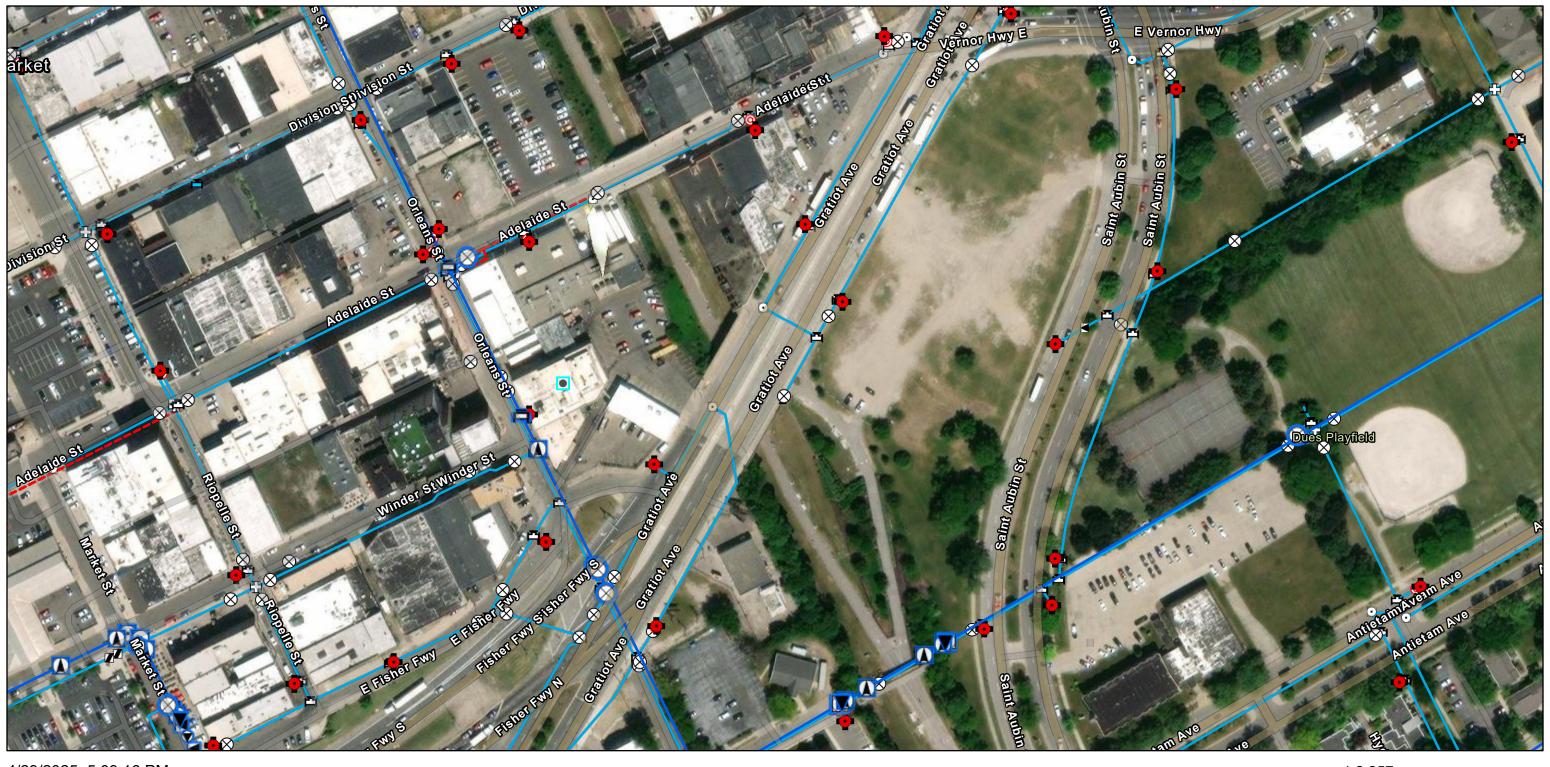
Wastewater Gravity Main (DWSD)

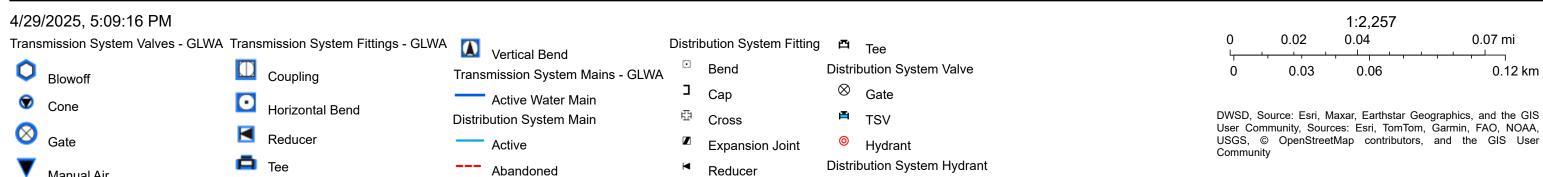
- Abandoned/Inactive/Retired
- Parcels (Current)
- DWSD Wastewater Flow Direction



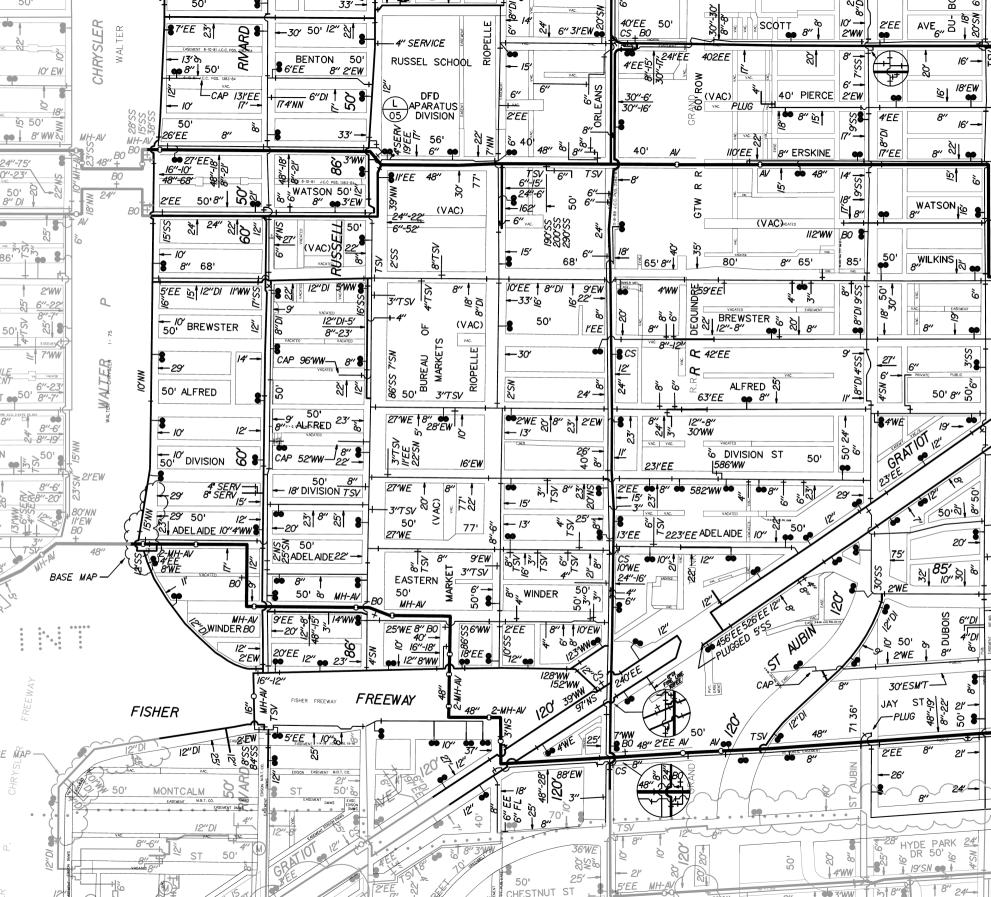
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2500 Orleans





DWSD

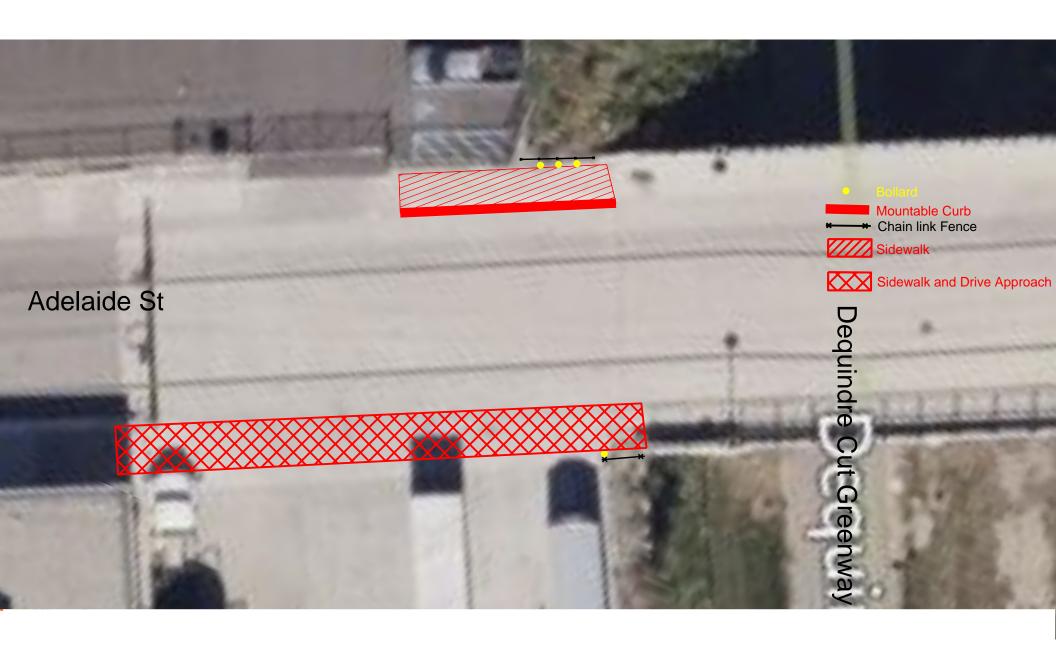


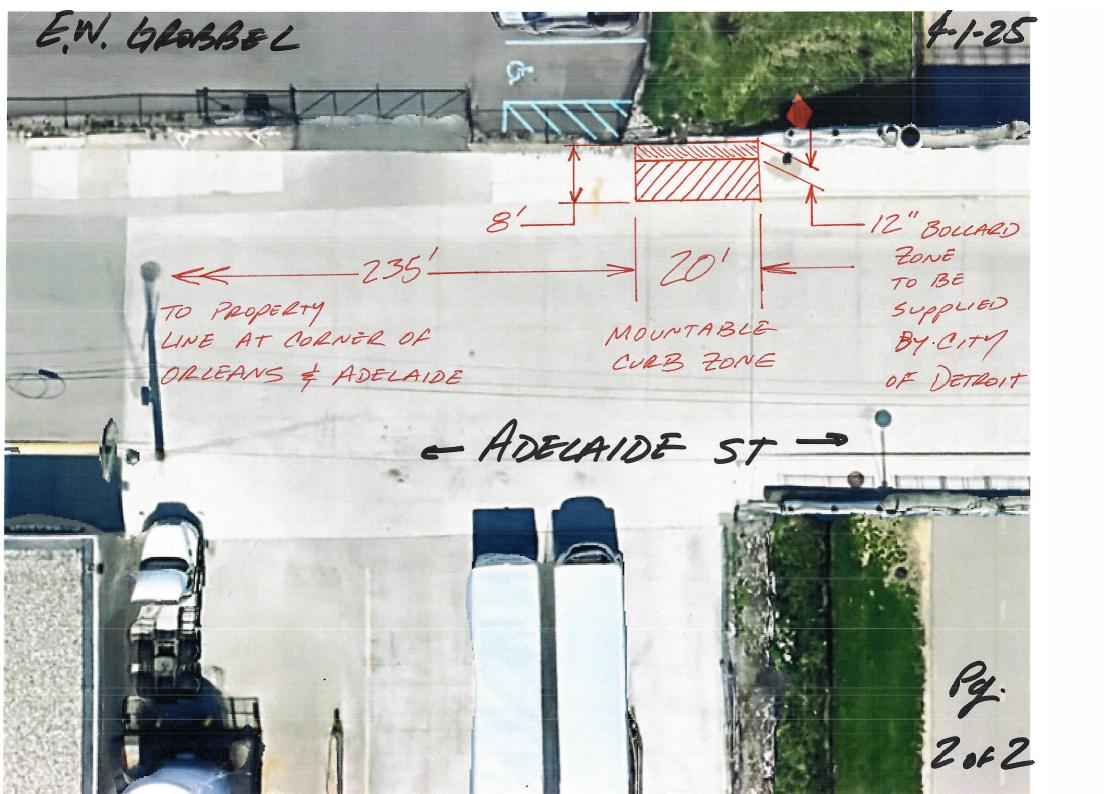
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04-08-2025

GE

DRWG. NO.





E.W. GROBBEL



Pg 1052



Permittee Signature:

COLEMAN A. YOUNG MUNICIPAL CENTER 2 Woodward Ave. Suite 601 Detroit, Michigan 48226 Phone: (313) 224-3949 TTY: 711 www.detroitmi.gov

WRITTEN ACCEPTANCE OF THE TERMS AND CONDITIONS OF DETROIT CITY COUNCIL RESOLUTION PETITION NUMBER, ADOPTED

| E.W. GROBBEL SONS, INC. | , whose address is |
|--|--|
| the terms and conditions of the City Council Resolution granting Perfurther, that pursuant to the said Resolution, Permittee does hereby from any and all claims, liabilities, obligations, penalties, costs, cha limitation, fees, and expenses of attorneys, expert witness and other asserted against the City of Detroit or its departments, officers, empthe performance or non-performance by the Permittee of the terms described in said Resolution by Permittee and its personnel, agents | y agree to defend, indemnify and save harmless the City of Detroit irges, demands, losses, damages, or expenses (including without er consultants) that may be imposed upon, incurred by or ployees, or agents by reason of the issuance of said permit(s), or of the permit(s) hereof, or that may rise out of its activities |
| Permittee agrees to waive, release and discharge the City of Detro all liability, claims, demands, and causes of action whatsoever, legal Permittee or Permittee's property or both, arising from or related to agrees and covenants not to sue the City of Detroit or its departme continuing, presenting, subrogating, collecting or in any way aiding action, suits and proceedings of any kind at law or in equity arising Resolution. | al and equitable, because of damages, losses, or injuries to Permittee's activities described in said Resolution. Permittee nts, officers, employees, or agents, and to refrain from instituting, or proceeding upon any claims, judgments, debts, causes of |
| Date APRIL 9 , 20 25 | |

RYAN CHAPP