

GLWA GEEP 2503

May 29, 2025

DTE Electric Company One Energy Plaza Drive Detroit, Michigan 48009

Attention:

Ms. Megan Swedmark - DTE Energy

Regarding:

Vacant Land, Parcel ID: 14-03-376-025

Construction of New 120kV Overhead Transmission Line

City of Auburn Hills, MI

We have received an electronic submittal from Commonwealth Associates, Inc., on behalf of DTE Electric Company, requesting approval for encroachment within the Great Lakes Water Authority (GLWA) easement for the installation of a new 120kV overhead transmission line along an existing DTE distribution line centerline. The project includes rebuilding the distribution system onto the new 120kV overhead transmission line between the new substation on the Dana property and the existing ITC transmission line. The proposed transmission structures consist of poles embedded directly into the soil, each approximately 30 inches in diameter at grade, with an average embedment depth of 14 feet and heights ranging from 80 to 100 feet.

Within the GLWA easement, only augered soil removal is required to install transmission line poles. All other construction activities will be overhead between poles. No trenching or trenchless installation is planned within the easement. The attached plans and profiles detail the proposed pole locations within the easement. No new handholes, vaults, or junction boxes will be installed within the easement.

A review of the submitted plans with our department records indicates no potential conflict with existing GLWA facilities.



LIABILITY:

APPLICANT shall hold harmless the City of Detroit (CITY), DWSD and GLWA, their officers, employees, agents, and successors and assigns from any and all liability, claims, suits, actions, or causes of action for damages and injuries or otherwise and shall assume the defense and bear all costs and expense for actions which may be brought against the CITY, DWSD and GLWA and their officers, employees, agents, successors and assign by reason of the permission herein granted; provided, however, that nothing contained herein may be construed as rendering APPLICANT liable for acts of negligence by the CITY, DWSD or GLWA or their officers, employees or agents. APPLICANT shall furnish proof of insurance coverage as indicated below and for the period that the construction work herein permitted is carried out or required.

An Easement Encroachment Permit (EEP) must be obtained before construction:

- 1 Five [5] copies of the EEP application made to the Board of Water Commissioners with original signatures.
- 2 A permit fee of \$70.00 payable to the City of Detroit.
- 3 An insurance certificate for \$2,000,000.00 liability insurance (see COI requirements as listed on page 5). List Job Number on Insurance as GLWA GEEP 2503
- 4 One paper copy of the GLWA approval letter. (GLWA GEEP 2503)

Please mail the above (Originals) to:

Mr. Syed Ali, PE

Permits Manager (DWSD),

735 Randolph Street, Room 104

Detroit, MI 48226.

Email (copy): Permits@glwater.org



GLWA has no objections to the proposed project subject to the following conditions:

A minimum net horizontal clearance of 10 feet between the GLWA utility and any other utility or structure and a minimum net vertical clearance of 18 inches between the top of the GLWA (or bottom of the GLWA utility) and any other utility or structure must be maintained.

Please note that Great Lakes Water Authority (GLWA) prohibits the use of heavy construction equipment (bulldozers, backhoes, extremely large rollers, etc.) and/or storage of building material or trailers directly over or near our facilities. GLWA also prohibits the use of cranes and balls or hydraulic rams for pavement removal where the GLWA facilities are involved. If the water main or sewer facilities are broken or damaged because of any action on the part of the contractor, then the contractor shall be liable for all costs incidental to the repair of such broken or damaged water mains/sewer facilities and appurtenances. The contractor shall waive all claims for damages under such circumstances.

ADDITIONAL CONDITIONS:

- 1a. A specific condition and limitation of this permit is that if City of Detroit Board of Water Commissioners (BOARD) deems it necessary at any time to construct, reconstruct, maintain, repair, or operate its facilities or perform any other BOARD function that may necessitate, either permanently or temporarily, the raising or lowering, moving or changing, or removing and replacing the construction or installation herein permitted within the easement, APPLICANT, its successors and assigns, shall perform such labor with reasonable dispatch, at its own expense, upon notice from BOARD (it being intended hereby that the right of BOARD to the use and occupancy of the easement shall be paramount in all respects to APPLICANT, its successors or assigns). If the APPLICANT cannot perform such labor with reasonable dispatch, then BOARD shall have the right to perform such labor, all at the cost and expense of the APPLICANT
- Approval of this permit, BOARD does not waive any of its rights to its facilities located in the easement, and at all time, BOARD, its agents or employees, shall have the right to enter upon the easement 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 the Board's facilities for maintenance, repairing, alteration, servicing or inspection by BOARD shall be borne by APPLICANT. All costs associated with gaining access to the BOARD's facilities which could normally be expected had APPLICANT not encroached into the easement shall be borne by BOARD.



- 2. All Construction performed under this permit shall not be commenced until after (10) days written notice to the CITY. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one-call system.
- Construction under this permit is subject to inspection and approval by BOARD forces. The cost of such inspection shall, at the discretion of the BOARD, be borne by APPLICANT
- 4. This permit applies only to the easement interest of BOARD and APPLICANT is hereby put on notice that other grants and/or permits may be required.
- 5. If the BOARD facilities located within the easement shall break or be damaged as the result of any action on the part of APPLICANT, then in such event APPLICANT agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged BOARD facilities.
- 6. APPLICANT shall hold BOARD harmless for any damage to the encroaching device constructed or installed under this permit which may be caused by the failure of BOARD's facilities.
- If at any time in the future APPLICANT shall request removal and/or relocation of the BOARD's facilities in the easement being encroached upon, APPLICANT agrees to pay all costs for such removal and/or relocation.
- 8. The surface of the easement shall be restored to the same condition that existed prior to the construction or installation herein permitted insofar as is practical.
- 10. A minimum vertical clearance of 18 inches shall be maintained between DWSD's facilities and any proposed utility. A minimum horizontal clearance of 10 feet shall be maintained between DWSD's facilities and any proposed utility.
- 11. The City, through its Detroit Water and Sewerage Department, shall be permitted to assign this Contract to any successor in interest without the prior consent of the APPLICANT. As soon as practicable thereafter, the City shall provide written notice to APPLICANT of the assignment



COI and Inspection Requirements

- An insurance certificate for \$2,000,000.00 liability insurance if crossing over and near our asset or \$4,000,000.00 if crossing under with the following information on it. The COI must have the following:
 "The Great Lakes Water Authority (GLWA) and the City of Detroit must be named as additional insureds on contractor's commercial general liability policy or, alternatively, the contractor must provide a blanket additional insured endorsement for the commercial general liability policy."
- Please arrange for a field inspector as follows:
 Contractor must notify GLWA Field Services by email at permits@glwater.org at least ten (10) working days prior to the start of construction to schedule an inspection. The 10-day written notice/email must include the GLWA Job Number: GLWA GEEP 2503. Email Permits@glwater.org

For locations regarding water and sewer facilities owned and operated by communities other than Great Lakes Water Authority (GLWA), contact the local community/authority or private concern involved for updated information:

✓ City of Auburn Hills

Our records indicate that you, Ms. Megan Swedmark, can be reached at 810-841-1391. If this has changed, please update by email. One set of as-built prints, with dimensions from property lines and other permanent field identifiable objects locating sewers, manholes, etc., shall be sent to: Permits@glwater.org

If you have questions regarding the above, please call (313) 267-3698 or email Anupam.Kumar@glwater.org

Sincerely,

Anupam Digitally signed by Anupam Kumar Date: 2025.05.29

Kumar Date: 2025.05.29

Engineer, GLWA - URAP

AK/ak/Letters GLWA GEEP Jobs cc: GLWA Conflict Reviews

				File No.			
BOARD	OF WATER COMMISSION	ONERS OF THE CITY	OE DETROIT				
	ENT ENCROACHMENT		OF BEIROIT				
WHERE/ City of D Randolph	AS, application is hereby etroit, a municipal corpo	made for an Easemen pration, acting through an 48226, and its age	the Detroit Want Great Lakes	nt Permit ("PERMIT") to the Eater and Sewerage Departm s Water Authority ("GLWA"),	ent ("CITY"),	whose address is	s 735
Email: C	nwealth Associates, Inc ars.Dansby@dteenerg 48-836-9264/ 810-841-1	v.com/ Megan.Swedr					
whose ac	Idress is: One Energy P	laza Drive, Detroit, M	ichigan 48009				
hereafter	called APPLICANT, to u	se an easement unde	r the jurisdiction	of the CITY described and I	ocated at:		
Northwes	t comer of Taylor and Gi	iddings Road, in Aubu	m Hills	****			_
to install	ructures. Only the pole	transmission lines a s will be installed w	nd poles within ithin the ease	n the easement and rebuild ment, with ground disturb	the existing ance limited	distribution line to augered hole	onto s for
its succes	ssors and assigns, to us	e the above describe	d easement in a	Fee of \$ \$70.00, the CITY graccordance with the approve the CITY's or GLWA's app	ed plans and s	pecifications atta	and ched
LIABILIT	Y						
liability, c costs and and assignendering	laims, suits, actions, or I expense for actions what gns by reason of the po APPLICANT liable for a	causes of action for on nich may be brought a ermission herein gran acts of negligence by	damages and in against the CIT ated; provided, the CITY or G	mployees, agents, and succipiuries or otherwise and sha y and GLWA and their offic however, that nothing cont GLWA or their officers, emploid find that the construction wo	all assume the ers, employee ained herein a loyees or agen	defense and bea s, agents, succes may be construe its. APPLICANT	ar all ssors d as shall
INSURAN	CE REOUIREMENTS (as	satisfied in the atta	rhad Cartificat	te of Liability Insurance)			
				e or Labinty instructor			
⊠	Contractor's Public Liab	ility and Property Dam	age Insurance				
⊠	Owner's Protective Insu	rance					
		currence; \$4,000,000.	00 aggregate; a	ch occurrence; Property Dam automobile liability Insurance A may require.			
				dditional insureds"; reflec modified or terminated.	ted as certific	ate holders; and	1
ADDITIO	NAL CONDITIONS						
Additiona	al conditions of this Per	rmit are listed on the	reverse and a	re numbered "Additional C	onditions" 1 t	hrough 11.	
n making Permit.	application for the forego	oing Permit, APPLICA	NT acknowledg	es and agrees to abide with	the terms and	cenditions of this	
STATE O	F MICHIGAN)		ву:	£/1/2	5		
COUNTY		7	-	David Vecellio	- DIE	Energy	Permits
	d and sworn to before monomorphisms $07/0$	8/2031	alle	Mila	- Oaks	ind	
		DATE		OTARY PUBLIC	COUNTY		ALEXANDRIA MARIE DETKOWSKI
nsurance Acceptabl	Coverage e	Preparation Fee Paid	Permit Recommende	P/L ed R/W		Date Date	County of Langer
Date	Date		Gen. Supt.	14.88		Date Date	My Commission Expires Jul. 08, 2021 Acting in the County of California
HIS PER	MIT is issued this	day of		20			- 10 3 1 4 7 mg
VITNESS				CITY OF DETROIT BOARD OF WATER COM	MISSIONERS		STA STAN
				RV·			

TITLE: __

Property Act No. ____

EASEMENT ENCROACHMENT PERMIT (Continued)

	ADDITIONAL CONDITIONS: (Those marked X apply to this permit)
⊗1	a. A specific condition and limitation of this permit is that if BOARD deems it necessary at any time to construct, reconstruct, maintain, repair, or operate its facilities or perform any other BOARD function that may necessitate, either permanently or temporarily, the raising or lowering, moving or changing, or removing and replacing the construction or installation herein permitted within the easement, APPLICANT, its successors and assigns, shall perform such labor with reasonable dispatch, at its own expense, upon notice from BOARD (it being intended hereby that the right of BOARD to the use and occupancy of the easement shall be paramount in all respects to APPLICANT, its successors or assigns). If the APPLICANT cannot perform such labor with reasonable dispatch, then BOARD shall
0	have the right to perform such labor, all at the cost and expense of APPLICANT.
&)1	b.Approval of this permit, BOARD does not waive any of its rights to its facilities located in the easement, and at all time, BOARD, its agents or employees, shall have the right to enter upon the easement 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 the Board's facilities for maintenance, repairing, alteration, servicing or inspection by BOARD shall be borne by APPLICANT. All costs associated with gaining access to the BOARD's facilities which could normally be expected had APPLICANT not encroached into the easement shall be borne by BOARD.
8	2. All construction performed under this permit shall not be commenced until after (10) days written notice to the City. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one-call system.
8	Construction under this permit is subject to inspection and approval by BOARD forces. The cost of such inspection shall, at the discretion of the BOARD, be borne by APPLICANT.
8	4. This permit applies only to the easement interest of BOARD and APPLICANT is hereby put on notice that other grants and/or permits may be required.
8	5.If the BOARD facilities located within the easement shall break or be damaged as the result of any action on the part of APPLICANT, then in such event APPLICANT agrees to be liable for all costs

6.APPLICANT shall hold BOARD harmless for any damage to the encroaching device constructed or installed under this permit which may be caused by the failure of BOARD's facilities.

incident to the repair, replacement or relocation of such broken or damaged BOARD facilities.

- igotimes 7. If at any time in the future APPLICANT shall request removal and/or relocation of the BOARD's facilities in the easement being encroached upon, APPLICANT agrees to pay all costs for such removal and/or relocation.
- 8. The surface of the easement shall be restored to the same condition that existed prior to the Construction or installation herein permitted insofar as is practical.
- 9. Prior to the start of construction the contractor shall notify our Field Services, at (313) 267-8958, at least three (3) working days to arrange for an inspector to be present.
- 10. A minimum vertical clearance of 18-inches shall be maintained between DWSD's facilities and any proposed utility. A minimum horizontal clearance of 10 feet shall be maintained between DWSD's facilities and any proposed utility.
- igotimes 11. The City, through its Detroit Water and Sewerage Department shall be permitted to assign this Contract to any successor in interest without the prior consent of the APPLICANT. As soon as practicable thereafter, the City shall provide written notice to APPLICANT of the assignment.

72 HOURS BEFORE YOU DIG CALL MISS-DIG (1-800) 482-7171)

File No						
BOARD OF WATER COMMISSIONERS OF THE CITY OF DETROIT						
EASEMENT ENCROACHMENT PERMIT:						
WHEREAS, application is hereby made for an Easement Encroachment Permit ("PERMIT") to the Board of Water Commissioners of the City of Detroit, a municipal corporation, acting through the Detroit Water and Sewerage Department ("CITY"), whose address is 735 Randolph Street, Detroit, Michigan 48226, and its agent Great Lakes Water Authority ("GLWA"), a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955, by						
Commonwealth Associates, Inc. on behalf of DTE Electric Company Email: Cass Dansby Odteenergy.com/ Megan. Swedmark Odteenergy.com Phone: 248-836-9264/810-841-1391						
whose address is: One Energy Plaza Drive, Detroit, Michigan 48009	-					
hereafter called APPLICANT, to use an easement under the jurisdiction of the CITY described and located at:						
Northwest comer of Taylor and Giddings Road, in Aubum Hills						
for the purpose of 1) to install new 120 kV overhead transmission lines and poles within the easement and rebuild the existing distribution line onte these structures. Only the poles will be installed within the easement, with ground disturbance limited to augered holes fo pole setting.	<u>0</u> r					
NOW, THEREFORE, upon payment by APPLICANT of a Preparation Fee of \$ \$70.00, the CITY grants permission to APPLICANT and its successors and assigns, to use the above described easement in accordance with the approved plans and specifications attached hereto and made a part hereof. All work shall be done in accordance with the CITY's or GLWA's approved standards.						
LIABILITY						
APPLICANT shall hold harmless the CITY and GLWA, their officers, employees, agents, and successors and assigns from any and alliability, claims, suits, actions, or causes of action for damages and injuries or otherwise and shall assume the defense and bear alcosts and expense for actions which may be brought against the CITY and GLWA and their officers, employees, agents, successors and assigns by reason of the permission herein granted; provided, however, that nothing contained herein may be construed as rendering APPLICANT liable for acts of negligence by the CITY or GLWA or their officers, employees or agents. APPLICANT shalf furnish proof of insurance coverage as indicated below and for the period that the construction work herein permitted is carried out o required.	 5 5					
INSURANCE REQUIREMENTS (as satisfied in the attached Certificate of Liability Insurance)						
© Contractor's Public Liability and Property Damage Insurance						
Owner's Protective Insurance						
Public Liability (bodily and personal injury) \$ 4,000,000.00 each occurrence; Property Damage and Contractual liability \$4,000,000.00 each occurrence; \$4,000,000.00 aggregate; automobile liability Insurance and worker's compensation insurance; and additional hazard coverage as the CITY/GLWA may require.						
For all policies: the CITY and GLWA shall be named as "additional insureds"; reflected as certificate holders; and given thirty (30) days' prior written notice if policies are modified or terminated.						
ADDITIONAL CONDITIONS						
Additional conditions of this Permit are listed on the reverse and are numbered "Additional Conditions" 1 through 11.						
n making application for the foregoing Permit, APPLICANT acknowledges and agrees to abide with the terms and conditions of this Permit.						
STATE OF MICHIGAN) By:						
COUNTY OF Subscribed and sworn to before me this 2 day of June 20,25						
Commission expires 07/08/2031 all all as acquest						
nsurance Coverage Preparation Permit P/L Date Acceptable Fee Paid Recommended R/W Date Date	ALEXANDRIA MARIE DET**COWSKI Notary Public, State of Michigan County of Lapeer My Commission Expires Jul. 08, 2031 Acting in the County of Col. 1011					
Date Date Gen. Supt. Date	- 3.3 1 2 C.					
THIS PERMIT is issued thisday of, 20						
WITNESSES CITY OF DETROIT BOARD OF WATER COMMISSIONERS	Walter M. M. Chillian					

TITLE: ___

Property Act No.

EASEMENT ENCROACHMENT PERMIT (Continued)

	ADDITIONAL CONDITIONS: (Those marked X apply to this permit)
⊗1	a. A specific condition and limitation of this permit is that if BOARD deems it necessary at any time to construct, reconstruct, maintain, repair, or operate its facilities or perform any other BOARD function that may necessitate, either permanently or temporarily, the raising or lowering, moving or changing, or removing and replacing the construction or installation herein permitted within the easement, APPLICANT, its successors and assigns, shall perform such labor with reasonable dispatch, at its own expense, upon notice from BOARD (it being intended hereby that the right of BOARD to the use and occupancy of the easement shall be paramount in all respects to APPLICANT, its successors or assigns). If the APPLICANT cannot perform such labor with reasonable dispatch, then BOARD shall have the right to perform such labor, all at the cost and expense of APPLICANT.
⊗1	b.Approval of this permit, BOARD does not waive any of its rights to its facilities located in the easement, and at all time, BOARD, its agents or employees, shall have the right to enter upon the easement 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 the Board's facilities for maintenance, repairing, alteration, servicing or inspection by BOARD shall be borne by APPLICANT. All costs associated with gaining access to the BOARD's facilities which could normally be expected had APPLICANT not encroached into the easement shall be borne by BOARD.
8	2.All construction performed under this permit shall not be commenced until after (10) days written notice to the City. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one-call system.
⊗	Construction under this permit is subject to inspection and approval by BOARD forces. The cost of such inspection shall, at the discretion of the BOARD, be borne by APPLICANT.
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incident to the repair, replacement or relocation of such broken or damaged BOARD facilities. 6.APPLICANT shall hold BOARD harmless for any damage to the encroaching device constructed or

5. If the BOARD facilities located within the easement shall break or be damaged as the result of any action on the part of APPLICANT, then in such event APPLICANT agrees to be liable for all costs

- igotimes 7. If at any time in the future APPLICANT shall request removal and/or relocation of the BOARD's facilities in the easement being encroached upon, APPLICANT agrees to pay all costs for such removal and/or relocation.
- 8. The surface of the easement shall be restored to the same condition that existed prior to the Construction or installation herein permitted insofar as is practical.

installed under this permit which may be caused by the failure of BOARD's facilities.

- igotimes 9. Prior to the start of construction the contractor shall notify our Field Services, at (313) 267-8958, at least three (3) working days to arrange for an inspector to be present.
- 10. A minimum vertical clearance of 18-inches shall be maintained between DWSD's facilities and any proposed utility. A minimum horizontal clearance of 10 feet shall be maintained between DWSD's facilities and any proposed utility.
- Contract to any successor in interest without the prior consent of the APPLICANT. As soon as practicable thereafter, the City shall provide written notice to APPLICANT of the assignment.

72 HOURS BEFORE YOU DIG CALL MISS-DIG (1-800) 482-7171)

			File No.			
BOARD O	F WATER COMMISSIONERS O	F THE CITY OF DETROIT				
	IT ENCROACHMENT PERMIT:					
City of De Randolph	5, application is hereby made for troit, a municipal corporation, ac Street, Detroit, Michigan 48226, y corporate created pursuant to A	ting through the Detroit Wa and its agent Great Lakes	ter and Sewerage Depart	ment ("CITY"), whose	address is 735	
Email: Car	vealth Associates, Inc. on beha es.Daneby@dteenergy.com/ M 8-836-9264/ 810-841-1391	alf of DTE Electric Compan egan,Swedmark@dteenero	y y.com			
whose add	ress is: One Energy Plaza Drive	e, Detroit, Michigan 48009				
hereafter o	alled APPLICANT, to use an eas	ement under the jurisdiction	of the CITY described and	located at:		
Northwest	comer of Taylor and Giddings Ro	oad, in Aubum Hills				
for the purp to install r these stru pole settir	new 120 kV overhead transmissing tures. Only the poles will be	sion lines and poles within installed within the easer	the easement and rebui nent, with ground distu	d the existing distribution dis	ution line onto ered holes for	
its success	REFORE, upon payment by AP ors and assigns, to use the abo made a part hereof. All work sha	we described easement in a	ccordance with the appro	ved plans and specification	PPLICANT and ations attached	
LIABILITY						
liability, cla costs and and assign rendering /	T shall hold hammless the CITY ims, suits, actions, or causes of expense for actions which may I so by reason of the permission APPLICANT liable for acts of ne of of insurance coverage as indi	f action for damages and in be brought against the CITY herein granted; provided, legligence by the CITY or Gi	juries or otherwise and sl and GLWA and their off nowever, that nothing co LWA or their officers, em	nall assume the defens icers, employees, ager ntained herein may be ployees or agents. AP	e and bear all its, successors construed as PLICANT shall	
INSURANC	E REQUIREMENTS (as satisfied	in the attached Certificate	of Liability Insurance)			
⊠ (Contractor's Public Liability and P	roperty Damage Insurance				
⊠ (Owner's Protective Insurance					
\$	rublic Liability (bodily and persona 4,000,000,000 each occurrence; surance; and additional hazard o	\$ 4,000,000.00 aggregate; a	utomobile liability Insurance			
	or all policies: the CITY and G iven thirty (30) days' prior wri			cted as certificate ho	lders; and	
ADDITION	AL CONDITIONS					
Additional	conditions of this Permit are li	sted on the reverse and ar	numbered "Additional	Conditions" 1 through	n 11.	
In making a Permit.	pplication for the foregoing Perm	it, APPLICANT acknowledge	es and agrees to abide with	the terms and condition	ons of this	
	MICHIGAN)	Ву:	24~/h	5		
COUNTY C) SS. F) and sworn to before me this	TITLE:	David Vece	1170 - DTE	Energy	Permits
	n expires 67/08/203	day of John	OTARY PUBLIC	COUNTY A	AL	EXANDRIA MARIE DETKOWSK lotary Public, State of Michigan
nsurance C Acceptable	Coverage Prepara Fee Pa		P/L R/W	Date Date	Actir	County of Lapper Aly Commission Expires Jul. 08, 2031 Ig in the County of Oc. Market
Date	Date	Gen. Supt.		Date Date		
THIS PERM	IIT is issued this	lay of, 2	0			
WITNESSE	s		CITY OF DETROIT BOARD OF WATER CO	AMISSIONERS		San I By Branch
			BY:			

TITLE: ____

Property Act No.

EASEMENT ENCROACHMENT PERMIT (Continued)

<u>A</u> [DDITIONAL CONDITIONS: (Thos	e marked X app	oly to this permit)	
construct, r that may no or removin APPLICAN own expens and occupa assigns). If	condition and limitation of this per reconstruct, maintain, repair, or of ecessitate, either permanently or g and replacing the constructio T, its successors and assigns, s se, upon notice from BOARD (it it ancy of the easement shall be pa the APPLICANT cannot perform that to perform such labor, all at the	perate its facilities temporarily, the ran or installation had been such being intended her ramount in all respons to had be such labor with re	or perform any other Bo aising or lowering, movin herein permitted within in a labor with reasonable of reby that the right of BOA pects to APPLICANT, its easonable dispatch, then	DARD function g or changing, the easement, dispatch, at its ARD to the use successors or
easement, easement t damaging, herein perm alteration, s gaining acc	f this permit, BOARD does not and at all time, BOARD, its age to maintain, repair, alter, service dismantling, demolishing, removinitted and incurred in gaining accervicing or inspection by BOARD sess to the BOARD's facilities of the third the easement shall be borned.	nts or employees, inspect, or install all and replacement cess to the Board of shall be borne by which could normal	shall have the right to a ill its facilities. All costs nt of structures or other i's facilities for maintena APPLICANT. All costs a	enter upon the incident to the improvements nce, repairing, associated with

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72 HOURS BEFORE YOU DIG CALL MISS-DIG (1-800) 482-7171)

				File No.		
BOARD	OF WATER COMMIS	SIONERS OF THE O	CITY OF DETROIT			
	ENT ENCROACHMEN					
City of D Randolpl	Detroit, a municipal cor	poration, acting thro igan 48226, and its	ough the Detroit Water and S agent Great Lakes Water Au	PERMIT") to the Board of Wate lewerage Department ("CITY"), uthority ("GLWA"), a Michigan	whose address is 73	5
Email: C	nwealth Associates, I lass.Dansby@dteene 248-836-9264/ 810-841	rgy.com/ Megan.Sv	E Electric Company redmark@dteenergv.com			
whose a	ddress is: One Energy	Plaza Drive, Detro	it, Michigan 48009			-
hereafter	called APPLICANT, to	use an easement u	nder the jurisdiction of the CIT	Y described and located at:		
Northwes	st comer of Taylor and	Giddings Road, in A	ubum Hills			•
to install	ructures. Only the po	d transmission line oles will be installe	s and poles within the ease of within the easement, with	ment and rebuild the existing n ground disturbance limited	distribution line ont to augered holes for	o r
its succe	ssors and assigns, to	use the above desc	ribed easement in accordance	70.00, the CITY grants permiss e with the approved plans and 's or GLWA's approved standa	specifications attached	d d
LIABILIT	Υ					
liability, of costs and and assign rendering	claims, suits, actions, of expense for actions of the grasson of the grasson and the grasson are the grasson a	or causes of action which may be broug permission herein or acts of negligence	for damages and injuries or on ght against the CITY and GLN granted; provided, however, by the CITY or GLWA or the control of the city or the city	agents, and successors and as otherwise and shall assume the Made and their officers, employee that nothing contained herein neir officers, employees or age the construction work herein per	e defense and bear a es, agents, successor may be construed a ents. APPLICANT sha	 5 5
INSURAN	ICE REQUIREMENTS (as satisfied in the a	attached Certificate of Liabi	lity Insurance)		
Ø	Contractor's Public Lie	ability and Property [Damage Insurance			
Ø	Owner's Protective In:	surance				
Ø	\$ 4,000,000,00 each of	occurrence; \$ 4,000,0	\$ 4,000,000.00 each occurred to the state of the control of the co	nce; Property Damage and Con liability Insurance and worker's uire.	tractual liability compensation	
Ø			all be named as "additional tice if policies are modified	insureds"; reflected as certifi or terminated.	cate holders; and	
ADDITIO	NAL CONDITIONS					
Addition	al conditions of this F	Permit are listed on	the reverse and are number	red "Additional Conditions" 1	through 11.	
In making Permit.	application for the fore	egoing Permit, APPL	ICANT acknowledges and agr	rees to abide with the terms and	conditions of this	
	F MICHIGAN)		ву:	1/25		- ammining
COUNTY	OF) sed and sworn to before	SS.	day of June 202	l Vecellio - DT	E Energy	permits
	ion expires <u>01/0</u>	7 /2031 DATE	NOTARY	OUBLIC COUNTY	Wash	ALEXANDRIA MARIE DETKOWSK Notary Public, State of Michigan County of Lapeer My Commission Expires Jul, 98, 2031
nsurance Acceptabl	Coverage	Preparation Fee Paid	Permit Recommended	P/L R/W	Date Date	Acting in the County of Couldan
Date	Dat	ie .	Gen. Supt.		Date Date	
THIS PER	RMIT is issued this	day of	, 20	_		
MTNESS	EES			DETROIT OF WATER COMMISSIONERS	ı	
			BY:		_	

TITLE:

Property Act No.

EASEMENT ENCROACHMENT PERMIT (Continued)

ADDITIONAL CONDITIONS: (Those marked X apply to this permit)

_	a. A specific condition and limitation of this permit is that if BOARD deems it necessary at any time to construct, reconstruct, maintain, repair, or operate its facilities or perform any other BOARD function that may necessitate, either permanently or temporarily, the raising or lowering, moving or changing, or removing and replacing the construction or installation herein permitted within the easement, APPLICANT, its successors and assigns, shall perform such labor with reasonable dispatch, at its own expense, upon notice from BOARD (it being intended hereby that the right of BOARD to the use and occupancy of the easement shall be paramount in all respects to APPLICANT, its successors or assigns). If the APPLICANT cannot perform such labor with reasonable dispatch, then BOARD shall have the right to perform such labor, all at the cost and expense of APPLICANT. D.Approval of this permit, BOARD does not waive any of its rights to its facilities located in the easement, and at all time, BOARD, its agents or employees, shall have the right to enter upon the easement 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 the Board's facilities for maintenance, repairing, alteration, servicing or inspection by BOARD shall be borne by APPLICANT. All costs associated with gaining access to the BOARD's facilities which could normally be expected had APPLICANT not encroached into the easement shall be borne by BOARD.
⊗ :	2. All construction performed under this permit shall not be commenced until after (10) days written notice to the City. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one-call system.
⊗ :	Construction under this permit is subject to inspection and approval by BOARD forces. The cost of such inspection shall, at the discretion of the BOARD, be borne by APPLICANT.
⊗ .	4. This permit applies only to the easement interest of BOARD and APPLICANT is hereby put on notice that other grants and/or permits may be required.
⊗ :	5. If the BOARD facilities located within the easement shall break or be damaged as the result of any action on the part of APPLICANT, then in such event APPLICANT agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged BOARD facilities.
⊗ (6.APPLICANT shall hold BOARD harmless for any damage to the encroaching device constructed or installed under this permit which may be caused by the failure of BOARD's facilities.
⊗ 7	. If at any time in the future APPLICANT shall request removal and/or relocation of the BOARD's facilities in the easement being encroached upon, APPLICANT agrees to pay all costs for such removal and/or relocation.
⊗ 8.	The surface of the easement shall be restored to the same condition that existed prior to the Construction or installation herein permitted insofar as is practical.
⊗ 9.	Prior to the start of construction the contractor shall notify our Field Services, at (313) 267-8958, at least three (3) working days to arrange for an inspector to be present.

11. The City, through its Detroit Water and Sewerage Department shall be permitted to assign this Contract to any successor in interest without the prior consent of the APPLICANT. As soon as practicable thereafter, the City shall provide written notice to APPLICANT of the assignment.

facilities and any proposed utility.

10. A minimum vertical clearance of 18-inches shall be maintained between DWSD's facilities and any proposed utility. A minimum horizontal clearance of 10 feet shall be maintained between DWSD's

Property Act No.	
File No.	
BOARD OF WATER COMMISSIONERS OF THE CITY OF DETROIT	
EASEMENT ENCROACHMENT PERMIT:	
WHEREAS, application is hereby made for an Easement Encroachment Permit ("PERMIT") to the Board of Water Commissioners of the City of Detroit, a municipal corporation, acting through the Detroit Water and Sewerage Department ("CITY"), whose address is 735 Randolph Street, Detroit, Michigan 48226, and its agent Great Lakes Water Authority ("GLWA"), a Michigan municipal authority and sublic body corporate created pursuant to Act 233 of 1955, by	
Commonwealth Associates, Inc. on behalf of DTE Electric Company mail: Cass Dansby@dteenergy.com/ Megan.Swedmark@dteenergy.com Phone: 248-836-9264/ 810-841-1391	
vhose address is: One Energy Plaza Drive. Detroit, Michigan 48009	
ereafter called APPLICANT, to use an easement under the jurisdiction of the CITY described and located at:	
lorthwest corner of Taylor and Giddings Road, in Aubum Hills	
or the purpose of 1] o install new 120 kV overhead transmission lines and poles within the easement and rebuild the existing distribution line onto hese structures. Only the poles will be installed within the easement, with ground disturbance limited to augered holes for hole setting.	
IOW, THEREFORE, upon payment by APPLICANT of a Preparation Fee of \$ \$70.00, the CITY grants permission to APPLICANT and s successors and assigns, to use the above described easement in accordance with the approved plans and specifications attached ereto and made a part hereof. All work shall be done in accordance with the CITY's or GLWA's approved standards.	
IABILITY	
PPLICANT shall hold harmless the CITY and GLWA, their officers, employees, agents, and successors and assigns from any and all ability, claims, suits, actions, or causes of action for damages and injuries or otherwise and shell assume the defense and beer all osts and expense for actions which may be brought against the CITY and GLWA and their officers, employees, agents, successors not assigns by reason of the permission herein granted; provided, however, that nothing contained herein may be construed as endering APPLICANT liable for acts of negligence by the CITY or GLWA or their officers, employees or agents. APPLICANT shall mish proof of insurance coverage as indicated below and for the period that the construction work herein permitted is carried out or equired.	
SURANCE REQUIREMENTS (as satisfied in the attached Certificate of Liability Insurance)	
Contractor's Public Liability and Property Damage Insurance	
Owner's Protective Insurance	
Public Liability (bodily and personal injury) \$ 4,000,000.00 each occurrence; Property Damage and Contractual liability \$ 4,000,000.00 each occurrence; \$ 4,000,000.00 aggregate; automobile liability Insurance and worker's compensation insurance; and additional hazard coverage as the CITY/GLWA may require.	
For all policies: the CITY and GLWA shall be named as "additional insureds"; reflected as certificate holders; and given thirty (30) days' prior written notice if policies are modified or terminated.	
DDITIONAL CONDITIONS	
dditional conditions of this Permit are listed on the reverse and are numbered "Additional Conditions" 1 through 11.	
making application for the foregoing Permit, APPLICANT acknowledges and agrees to abide with the terms and conditions of this ermit.	
TATE OF MICHIGAN) By:	
OUNTY OF) ss. TITLE: David Vecellio - DTE Energy Permits ubscribed and sworn to before me this 2 day of Inc. 2025	
ommission expires 6.7/08/2031 COUNTY ALEXANDRIA MARIE DETKOWS Notary Public, State of Michiga	SKI
surance Coverage Preparation Fee Paid Permit P/L Date County of Lapper Acting in the County o	1
Date Date Date Date	3
HIS PERMIT is issued thisday of, 20	
ITNESSES CITY OF DETROIT BOARD OF WATER COMMISSIONERS	
DV.	

TITLE:

EASEMENT ENCROACHMENT PERMIT (Continued)

ADDITIONAL CONDITIONS: (Those marked X apply to this permit)

\otimes	1a	A specific condition and limitation of this permit is that if BOARD deems it necessary at any time to
		construct, reconstruct, maintain, repair, or operate its facilities or perform any other BOARD function that may necessitate, either permanently or temporarily, the raising or lowering, moving or changing, or removing and replacing the construction or installation herein permitted within the easement, APPLICANT, its successors and assigns, shall perform such labor with reasonable dispatch, at its own expense, upon notice from BOARD (it being intended hereby that the right of BOARD to the use and occupancy of the easement shall be paramount in all respects to APPLICANT, its successors or assigns). If the APPLICANT cannot perform such labor with reasonable dispatch, then BOARD shall have the right to perform such labor, all at the cost and expense of APPLICANT.
\otimes	1b	Approval of this permit, BOARD does not waive any of its rights to its facilities located in the
		easement, and at all time, BOARD, its agents or employees, shall have the right to enter upon the easement 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 the Board's facilities for maintenance, repairing, alteration, servicing or inspection by BOARD shall be borne by APPLICANT. All costs associated with gaining access to the BOARD's facilities which could normally be expected had APPLICANT not encroached into the easement shall be borne by BOARD.
\otimes	2	2. All construction performed under this permit shall not be commenced until after (10) days written notice to the City. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one-call system.
\otimes	3	8. Construction under this permit is subject to inspection and approval by BOARD forces. The cost of such inspection shall, at the discretion of the BOARD, be borne by APPLICANT.
\otimes	4	This permit applies only to the easement interest of BOARD and APPLICANT is hereby put on notice that other grants and/or permits may be required.
\otimes	5	i. If the BOARD facilities located within the easement shall break or be damaged as the result of any action on the part of APPLICANT, then in such event APPLICANT agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged BOARD facilities.
\otimes	6	APPLICANT shall hold BOARD harmless for any damage to the encroaching device constructed or installed under this permit which may be caused by the failure of BOARD's facilities.
\otimes	7.	If at any time in the future APPLICANT shall request removal and/or relocation of the BOARD's facilities in the easement being encroached upon, APPLICANT agrees to pay all costs for such removal and/or relocation.
\otimes	8.	The surface of the easement shall be restored to the same condition that existed prior to the Construction or installation herein permitted insofar as is practical.
\otimes	9.	Prior to the start of construction the contractor shall notify our Field Services, at (313) 267-8958, at least three (3) working days to arrange for an inspector to be present.

practicable thereafter, the City shall provide written notice to APPLICANT of the assignment.

3 10. A minimum vertical clearance of 18-inches shall be maintained between DWSD's facilities and any proposed utility. A minimum horizontal clearance of 10 feet shall be maintained between DWSD's

11. The City, through its Detroit Water and Sewerage Department shall be permitted to assign this Contract to any successor in interest without the prior consent of the APPLICANT. As soon as

facilities and any proposed utility.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE **DTE Energy Company** One Energy Plaza, 400WCB Detroit, MI 48226 FAX (A/C, No): (A/C, No, Ext): E-MAIL ADDRESS **INSURER(S) AFFORDING COVERAGE** NAIC# INSURER A : Energy Insurance Services, Inc. INSURED DTE Energy Company, DTE Electric Company, DTE Gas Company and Subsidiary Companies One Energy Plaza, 400 WCB INSURER B : INSURER C: Detroit, MI 48226 INSURER D : INSURER E : INSURER F : COVERAGES **CERTIFICATE NUMBER:**4LU3KHGQ **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL|SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) 08/01/2017 08/01/2027 TYPE OF INSURANCE POLICY NUMBER INSD W/D LIMITS 2005-170216 X **COMMERCIAL GENERAL LIABILITY** 2 000 000 EACH OCCURRENCE \$ X CLAIMS-MADE DAMAGE TO RENTED OCCUR INCLUDED \$ PREMISES (Ea occurren INCLUDED MED EXP (Any one person) X INCLUDED PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 4,000,000 GENERAL AGGREGATE \$ X POLICY PRO-JECT LOC 4,000,000 PRODUCTS - COMP/OP AGG \$ OTHER COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED PROPERTY DAMAGE AUTOS ONLY S UMBRELLA LIAR **OCCUR EACH OCCURRENCE** EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTION S \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED? (Mandatory in NH) NIA E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Easement Encroachment Permit to install a 12" gas main, North of Dix Street on Miller Road, City of Detroit, MI. Certificate Holder is included as Additional Insured (Excluding Workers' Compensation) if required by written contract. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Great Lakes Water Authority Attn: Mr. Syed Ali, PE Permits Manager (DWSD) **AUTHORIZED REPRESENTATIVE** 735 Randolph Street, Room 104 Mey Ogle Detroit, MI 48226