

**DRAFT
MINUTES
VILLAGE OF HINSDALE
ZONING AND PUBLIC SAFETY COMMITTEE MINUTES
SPECIAL MEETING
TUESDAY JANUARY 25, 2010
MEMORIAL HALL
7:30 p.m.**

Present: Trustee LaPlaca, Trustee Angelo, Trustee Schultz

Absent: Chairman Williams

Also Present: David Cook, Village Manager Robert McGinnis, Acting Community Development Director; Brad Bloom, Chief of Police; Mike Kelly, Fire Chief; and Ken Florey, Village Attorney

Bob Schultz called the meeting to order at 7:30 p.m.

Minutes – January 25, 2010

Trustee LaPlaca moved to approve the minutes as submitted for the January 25, 2010 meeting. Trustee Angelo seconded. The motion passed unanimously.

Monthly Reports – November and December 2009

Police and Fire Departments

Acting Chairman Schultz asked staff if they had any additional information to add to the reports and if the Committee members had any questions. No discussion took place on these items.

Community Development

Acting Chairman Schultz asked staff if they had any additional information to add to the reports and if the Committee members had any questions. No discussion took place on this item.

Request for Board Action

Recommend Approval of an Ordinance Vacating the West Half of Public Alley Right-of-Way Adjacent to and East of 625 S. Monroe

Trustee LaPlaca questioned if the applicant was purchasing this property from the Village. Acting Chairman Schultz stated this was correct and several other portions of this particular alley have been sold so it is no longer a functioning alley. Trustee LaPlaca motioned to recommend Approval of an Ordinance Vacating the West Half of Public Alley Right-of-Way Adjacent to and East of 625 S. Monroe. Trustee Angelo seconded. The motion passed unanimously.

Recommend Approval of an Ordinance Amending both the Municipal Code and the Zoning Code to list generators as a permitted encroachment in the required interior and corner side yard in the R-1, R-2, R-3 and R-4 Single Family Zoning Districts*

Trustee LaPlaca questioned the wording of the text amendment and if the findings of the Plan Commission were considered in the draft ordinance. Mr. Florey stated the ordinance was drafted based on the findings of the Plan Commission. Discussion took place between the ZPS Committee certain sections of the draft ordinance such as the amnesty program and specifications of the generator. Trustee LaPlaca questioned if a maximum size should also be included in this ordinance. Mr. McGinnis stated a larger generator could actually be less noisy depending on the screening and insulation used. He also discussed the sizing of lots in the Village will prohibit the installation of larger generators in most cases. Acting Chairman Schultz questioned how the db level will be calculated. Mr. Cochlan stated the Village should not measure noise levels and should refer to the manufacturer numbers because of the possibility of inaccurate readings due to outside noise factors. He also stated the maximum db level should be raised from the current level of 68, which is roughly the sound of a normal conversation because most of the generator manufacturers will be eliminated. Mr. McGinnis stated a majority of the surrounding communities have a maximum DB rating of 68. The ZPS Committee continued to discuss the maximum amount of db rating that should be placed in the draft ordinance. Trustee LaPlaca motioned to recommend approval of an ordinance amending both the Municipal and the Zoning Code to list generators as a permitted encroachment in the required interior and corner side yard in the R-1, R-2, R-3 and R-4 Single Family Zoning Districts with a condition that the db level be researched and discussed at the next Village Board meeting. Trustee Angelo seconded. He expressed his concerns with this text amendment and felt the Zoning Rewrite Committee should have discussed this item as well. The motion passed with the following 2-1 vote: Ayes: Acting Chairman Schultz, Trustee LaPlaca. Nays: Trustee Angelo.

Recommend Approval of an Ordinance Approving a Major Adjustment to a Planned Development and Site Plans and Exterior Appearance Plans for the Expansion of the Existing Hospital Located at 120 N. Oak Street.*

Trustee LaPlaca motioned to recommend Approval of an Ordinance Approving a Major Adjustment to a Planned Development and Site Plans and Exterior Appearance Plans for the Expansion of the Existing Hospital Located at 120 N. Oak Street. Trustee Angelo seconded. The motion passed unanimously.

Recommend Approval of an Ordinance Amending Section 7-105 (Special Uses) and 12-206 (Definitions) of the Hinsdale Zoning Code to allow Helistops as Special Uses in the Health Services District*

Trustee Angelo questioned the time savings that could be expected from the installation of a helistop. Dr. Waldman, Hinsdale Hospital representative, stated every helicopter transfer will be different depending on the patient but a rough ballpark estimate would be 10 to 15 minutes of savings could be expected.

Trustee Angelo requested certain safety specifications regarding the helicopters that will be serving the Hinsdale Hospital. Mr. George stated he was unable to confirm if certain safety items would be installed in each helicopter that would be coming to the Hospital but at a minimum they would have all equipment required by federal regulations. Trustee Angelo questioned how many pilots would be

in each helicopter and if 2 pilots is required or recommended and if they will be using night vision goggles. Mr. George stated only one pilot will be in each helicopter and it will be required for all pilots to use night vision goggles at the beginning of each year. Trustee Angelo questioned how many accidents in Illinois have occurred at a helistop. Mr. George stated in 40 years at 140 helistops throughout Illinois one fatal accident has occurred when a security guard walked into the rotor of the helicopter. Trustee Angelo questioned outside of Illinois how many accidents have occurred and presented several facts he researched. Mr. George stated he could not comment on these statistics Trustee Angelo presented. He discussed the several factors and strict safety standards that are needed for a heliport design in Illinois. Trustee Angelo questioned if Wisconsin has stricter regulations than Illinois. Mr. George Stated Wisconsin refers to the Federal regulations that are less strict.

Trustee LaPlaca questioned if one of the conditions should be a timeframe where the Village revisits the issue again to look at the number of times used and the safety of the helistop. Acting Director Schultz stated he could not support this because the hospital will spend \$500,000 on the helistop now with the possibility the Village could revoke the special use in two years. General discussion continued over the possible alternatives to reviewing the special use permit.

Mr. George responded to some of the Trustee's questions and addressed issues of safety. He stated most of the examples of accidents that were given by Trustee Angelo were from helicopters landing on site at an emergency and that safety was the number one concern of the hospital.

Lois Madric, Village resident, gave her support to the hospital project because it serves the residents of the Village and surrounding communities. She addressed the safety concerns of the helistop and stated the dangers of transporting a patient by a vehicle on the road could be much more dangerous.

David Crane, CEO of the Hinsdale Hospital, discussed the time savings that could be seen from the installation of the helistop at the hospital. He stated there are a number of variables to determine the time it takes to transfer a patient to the current Spinning Wheel helistop so giving an exact number is difficult.

Frank Fachini, Hinsdale Hospital Physician, provided statistical information regarding ambulance accidents and fatalities and the number of ambulance transfers that take place on a typical day.

Trustee LaPlaca motioned to Recommend Approval of an Ordinance Amending Section 7-105 (Special Uses) and 12-206 (Definitions) of the Hinsdale Zoning Code to allow Helistops as Special Uses in the Health Services District with the condition that a period of time be placed for the Village to discuss the special use permit that was granted for the helistop. Acting Director Schultz seconded. Trustee Angelo expressed his concerns with safety and felt that the current Spinning Wheel helistop location was an appropriate location. The motion passed with the following 2-1 vote: Ayes: Acting Director Schultz, Trustee LaPlaca. Nays: Trustee Angelo.

Recommend Approval of an Ordinance Approving a Special Use Permit for a Helistop at the Property Located at 120 N. Oak Street*

Trustee LaPlaca motioned to Recommend Approval of an Ordinance Approving a Special Use Permit for a Helistop at the Property Located at 120 N. Oak Street with the condition that a period of time be placed for the Village to discuss the special use permit that was granted for the helistop. Acting

Chairman Schultz seconded. The motion passed with the following 2-1 vote: Ayes: Acting Director Schultz, Trustee LaPlaca. Nays: Trustee Angelo.

Discussion Items

Discussion on Parking Meter Holiday Schedule

Chief Bloom stated that President Cauley requested that the ZPS Committee review the holidays that parking meters and permits are enforced following a complaint he received from a resident. In 2006 the Village Board, with the support of the Chamber of Commerce amended the Federal holidays that parking meters and permits are enforced by eliminating the lesser observed holidays of MLK Birthday, President's Day and Veteran's Day because parking demand was still high and needed to be regulated. Chief Bloom explained that parking enforcement and fees are used to manage parking supply and regulate demand. Chief Bloom indicated that the Village created an error in not placing barricade sign warning parkers that the meters are in force a practice that has been used in the past to avoid confusion. Chief Bloom stated that the meters do list the exempt holidays.

After a brief discussion the Committee chose not to modify the parking holiday schedule.

Request for Board Action

Recommend Approval of an Ordinance Approving a Special Use Permit, Site Plans and Exterior Appearance Plans for the Installation of a Cellular Antenna on the Property Located at 15 Spinning Wheel Road

Trustee LaPlaca stated the Plan Commission has reviewed a number of these requests and as long as this request is consistent with past requests for cellular antennas she was in support. Trustee LaPlaca motioned to recommend approval of an ordinance approving a Special Use Permit, Site Plan and Exterior Appearance Plans for the Installation of a Cellular Antenna on the Property Located at 15 Spinning Wheel Road. Trustee Angelo seconded. The motion passed unanimously.

Adjournment

With no further business to come before the Committee, Trustee LaPlaca motioned to adjourn. Trustee Angelo seconded. The meeting was adjourned at 8:41 p.m.

Respectfully Submitted,

Robert McGinnis
Acting Director of Community Development



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

POLICE DEPARTMENT 789-7070
FIRE DEPARTMENT 789-7060
121 N. M. SYMONDS DRIVE

**FIRE AND POLICE
SERVICES
MONTHLY REPORT**

January 2010



Hinsdale Fire Department Monthly Report January 2010



Emergency Response

In January, the Hinsdale Fire Department responded to a total of 199 requests for assistance for a total of 199 responses this calendar year. There were 55 simultaneous responses and 2 train delays this month. The responses are divided into three (3) basic categories as follows:

<i>Type of Response</i>	<i>January 2010</i>	<i>% of Total</i>	<i>January 2009</i>
Fire: (Includes activated fire alarms, fire and reports of smoke)	69	34.7%	64
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	75	37.7%	69
Emergency: (Includes calls for hazardous conditions, rescues, service calls and extrications)	55	27.6%	68
Simultaneous: (Responses while another call is on- going. Number is included in total)	60	30%	55
Train Delay: (Number is included in total)	2	1%	5
Total:	199	100%	201

Year to Date Totals

Fire: 69 Ambulance: 75 Emergency: 55

2010 Total: 199

2009 Total: 2,408

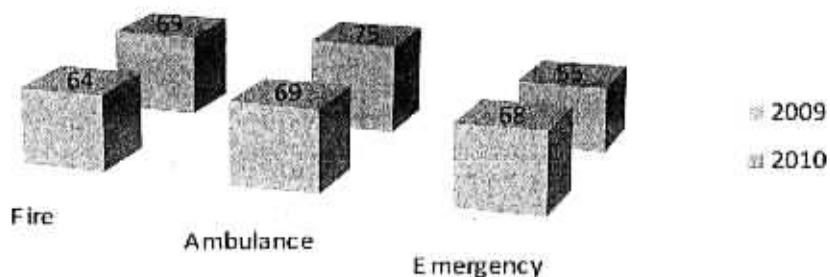


Hinsdale Fire Department Monthly Report January 2010

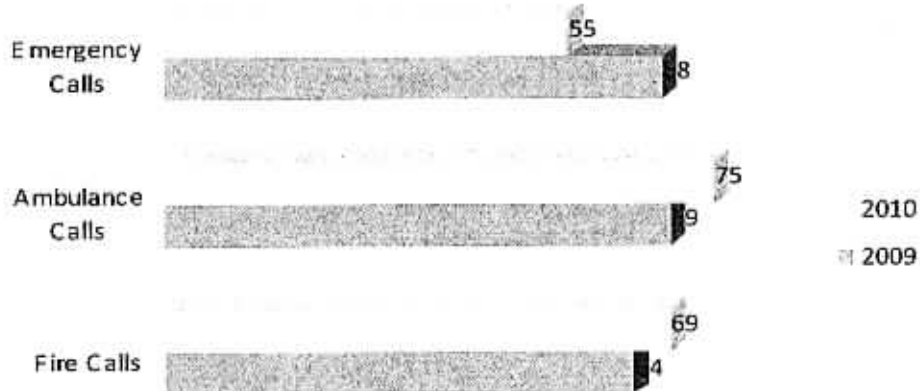


Emergency Response

Type of Responses Year to Date



Total Calls for January



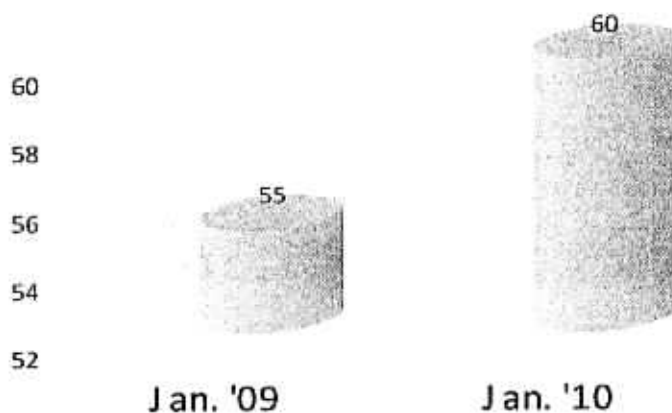


***Hinsdale Fire Department
Monthly Report
January 2010***

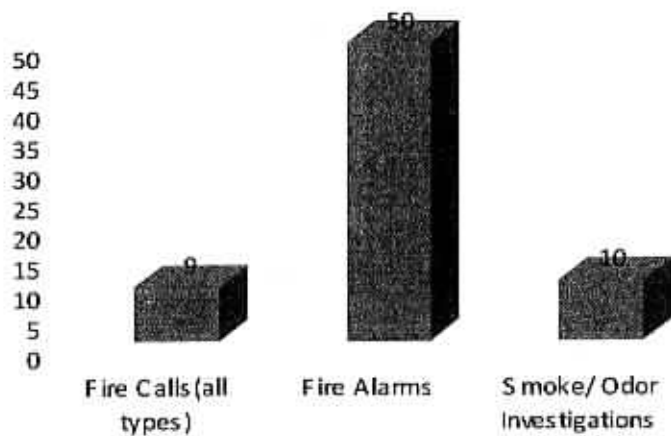


Emergency Response

Simultaneous Calls



Distribution of Fire Related Calls



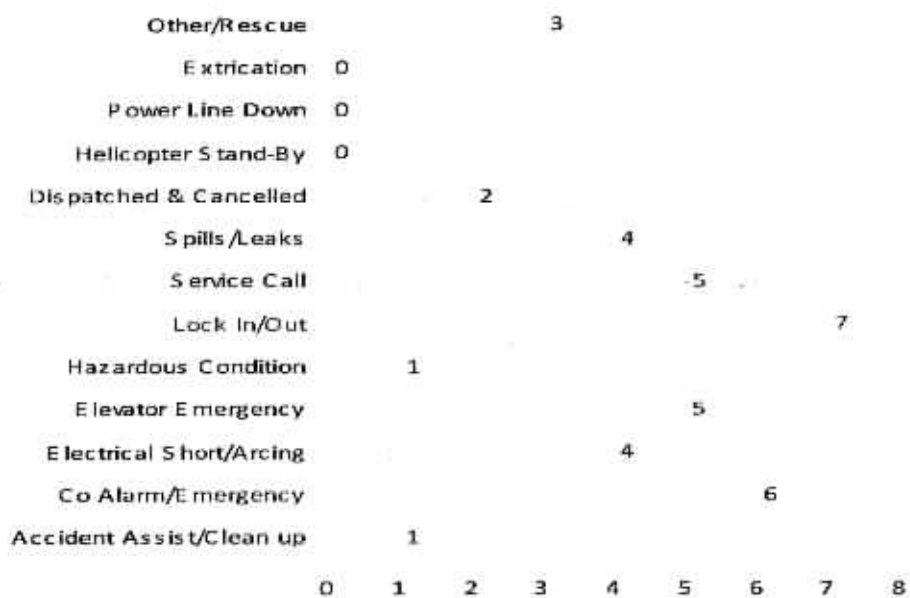


Hinsdale Fire Department Monthly Report January 2010

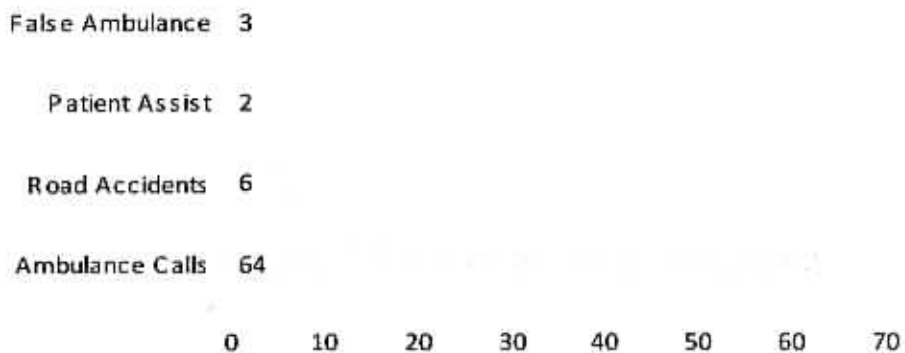


Emergency Response

Distribution of Emergency Related Calls



Distribution of EMS Related Calls





Hinsdale Fire Department Monthly Report January 2010



Incidents of Interest

- On January 2nd, the Department assisted the Downers Grove Fire Department with a truck response for their structure fire.
- On January 3rd, the Department assisted the Westmont Fire Department with a Chief Officer response for their structure fire.
- On January 7th, the Department assisted the Western Springs Fire Department with an engine response for their kitchen fire.
- On January 12th, the Department assisted the Brookfield Fire Department with a Chief Officer response and a fire investigator response for their house fire.
- On January 13th, the Department responded to a three vehicle accident on 55th Street between Park and Elm which resulted in 3 people being transported to Hinsdale Hospital. Fire crews assisted in cleaning up fluids on the roadway and secured the scene.
- On January 13th, the Department responded to a 2 vehicle accident on 55th and Quincy which resulted in 2 people being transported to Hinsdale Hospital
- On January 19th, the Department assisted the Brookfield Fire Department with a Chief Officer response and a fire investigator response for their house fire.
- On January 21st, the Department responded to the 500 block of south Washington for a report of a fire. On arrival members found a dryer fire and extinguished the fire and checked for any extension of the fire. Members assisted in clearing the smoke from the residence. There were no injuries associated with this incident.



Hinsdale Fire Department Monthly Report January 2010



Training/Events

In January, the members of the Hinsdale Fire Department continued their scheduled fire and EMS training.

Training highlights for the month of January consisted of:

- Members of the Technical Rescue Team conducted a review and practical evolutions of appropriate knot tying used in hoisting of equipment and personal lifting harnesses.
- Duty shifts members practiced basic self contained breathing apparatus (SCBA) timed donning and doffing drills.
- A review of Haz Mat response operations included; procedures for determining the hazard, securing the scene and chain of command at these incidents..
- Members reviewed mandated training that included Right-to-Know regulations, Bloodborne pathogen hazards and Material Safety Data Sheets (MSDS) location and use.
- Members reviewed the procedures for incidents involving radiation and chemical contamination..
- Target hazard preplans were updated, tabletop fire scenarios were discussed on each shift and an annual review of response procedures was conducted.
- Paramedics received their monthly continuing education on 12 Lead EKG interpretation and cardiac emergencies.
- FF/PM Kevin Baker completed all requirements to receive his Fire Officer I certification through the Office of the State Fire Marshal
- FF/PM Andy Ziemer completed his Tactics and Strategy II course which is a requirement for attaining State Certification as a Fire Officer II.



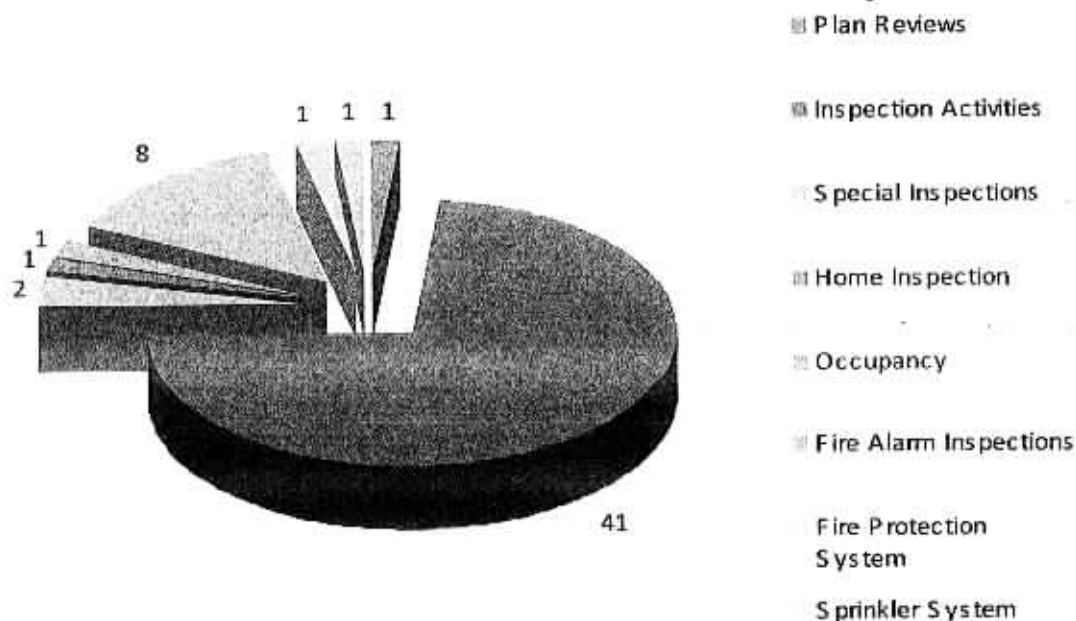
Hinsdale Fire Department Monthly Report January 2010



Prevention Activities

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.

Prevention Activities in January



Fire Prevention/Safety Education:

- On January 5th, Inspector McElroy and Deputy Chief Johnson assisted in the training of the substitute teachers from District 181 in crisis preparedness.
- On January 22nd and 29th, Inspector McElroy, Chief Kelly and Deputy Chief Johnson participated in table top training exercises with the Administrative Staff and Principals from District 181. The training focused on scenarios designed to utilize their crisis plan.
- On January 26th, the Department conducted a CPR class for Healthcare Providers and trained 10 individuals.



Hinsdale Fire Department Monthly Report January 2010



The Survey Says...

Each month, the department sends out surveys to those that we provide service to. These surveys are valuable in evaluating the quality of the service we provide and are an opportunity for improvement.

Customer Service Survey Feedback:

We received 41 responses in the month of January with the following results:

Were you satisfied with the response time of our personnel to your emergency?

Yes- 39/41

Other response- 2/41

Was the quality of service received-

"Higher" than what I expected- 35/41

"About" what I expected- 6/41

Miscellaneous Comments:

"We just moved here from Michigan and we were very impressed by the promptness and friendliness of the firefighters that came to our home."

"Outstanding response to our flooding basement on December 14th 2009-as we were treated with respect and consideration-even though it was not an emergency. All the men that came to our home that night were wonderful-to the point that they automatically began helping us take out furniture etc., to save a few of our belongings. Thank you for your help and thoughtfulness, we cannot give enough praise to you all. Hope we never need you again... Happy new Year."

"Your staff has saved my life numerous times now with the last being the closest call- THANK YOU!!! I wish I could thank each and every one but I'm always too close to dying to even know who's treated me!"



POLICE SERVICES MONTHLY REPORT

January 2010

PRESENTATIONS

JANUARY – 2010

D.A.R.E. (DRUG ABUSE RESISTANCE EDUCATION)

January 5, 12, 19, 26	12 classes	The Lane School
January 4, 11, 25	9 classes	St. Isaac Jogues School
January 6, 13, 20, 27	12 classes	Madison School
January 8, 22, 29	6 classes	Oak School

A 13-week D.A.R.E. Program is presented in all fifth grade classrooms in Hinsdale public schools and in sixth grade classrooms in the Hinsdale parochial schools. Topics include making good decisions, consequences and alcohol, drug, tobacco awareness and resistance.

V.E.G.A. (VIOLENCE EDUCATION GANG AWARENESS)

January 7, 14, 21, 28	16 classes	Hinsdale Middle School
-----------------------	------------	------------------------

V.E.G.A. is a five-lesson program presented in sixth grade classrooms in Hinsdale public schools and in seventh grade at Hinsdale parochial schools. The program deals with problem solving without violence and avoiding gang activities.

On January 6, 2010, Officer Coughlin and Officer Rauen attended the DJOA board meeting in Wheaton. Topics covered were Juvenile Legal Update, the upcoming training meetings, membership, website, outings, elections and topics for the fall conference training.

On January 7, 2010, Officer Rauen met with a juvenile offender and her parents. The juvenile had been arrested for an alcohol violation and is going through the STAAT diversionary program.

On January 9, 2010, Officer Coughlin gave a station tour to a group of Cub Scouts and their parents from Madison School. Officer Coughlin also spoke to them about the role of a police officer and how to stay safe.

On January 11, 2010, Officer Rauen and School Resource Officer Keller taught a crime scene investigation class at Hinsdale Central high school. The science students were asked to investigate a mock case at their school and we assisted. We also showed them the tools that we use to process a crime scene and compared them to things they see on shows such as CSI.

On January 11, 2010, Officer Coughlin spoke with a fifth grader from St. Isaac Jogues about how police officers help citizens in the community and that they are there for them in times of an emergency or anytime that they would like to speak with an officer.

On January 11, 2010, Officer Coughlin attended Peer Jury at the Westmont Village Hall and acted as bailiff for new cases.

From January 12-15, 2010, Officer Rauen attended an EnCase Computer Forensic training class in Rosemont. This was the first installment of many in training courses in order to get Officer Rauen certified in Computer Forensics. Officer Rauen is working along with FIAT, a multi-jurisdictional task force, in order to put together a Forensic Lab to process seized computers and cell phones.

On January 13, 2010, Officers Coughlin and Keller met with a parent at the Hinsdale police station who was very concerned about the path his daughter has been taking. Both officers gave him plenty of advice and Officer Keller will monitor his daughter's behavior at the high school.

On January 13, 2010, Officer Coughlin participated in a District 181 School Discipline meeting at the district main office. The purpose of the meeting was to review the discipline standards for students throughout the district.

On January 15, 2010, Officer Coughlin and Clarendon Hills Officer Talerico presented lockdown training for all the substitutes and maintenance workers throughout District 181. Following the training a mock lockdown drill was performed for all attending.

On January 18, 2010, Officer Coughlin attended the Region DARE III meeting at the Bloomingdale Police Department. Topics covered were upcoming trainings, fundraisers, community events and the Illinois state conference.

On January 18, 2010, Officer Rauen attended Peer Jury at the Downers Grove Village Hall and acted as bailiff for new cases.

On January 19, 2010, Officer Rauen and School Resource Officer Keller attended the bi-monthly gang meeting at Westmont Police Department. Numerous agencies were in attendance that shared information regarding recent contacts with gang members in their communities.

On January 20, 2010, Officer Coughlin attended the District 181 Safety Committee meeting at Clarendon Hills Middle School. Topics covered were the upcoming table top trainings, cell use in school zones, handheld radio use and how 9-1-1 is dialed differently in different schools.

On January 20, 2010, Officer Coughlin held the 2009 Hinsdale Citizen's Police Academy graduation at KLM Lodge. The graduation included pizza, soda, dessert and a video presentation. Attending the graduation were the graduates, members of their families, CPA instructors and Chief Bloom. The graduates received a certificate of completion and the instructors received a certificate of appreciation from Chief Bloom and Officer Coughlin.

On January 22, 2010, Officer Coughlin presented the 8th grade D.A.R.E. Graduation at St. Isaac Jogues School. Officer Coughlin arranged to have three teen patients from Cornell Interventions speak with the students. The teen patients spoke of their former drug, alcohol and gang involvement and advised the graduates not to get involved with any of these. The teens then answered many questions from the eighth graders. Darien K-9 Officer Less then brought his German Shepard partner Quanto into the school and explained the dog's role and training. They also did a presentation where Quanto found pseudo drugs that were hidden around the stage. Lastly, Chief Bloom then addressed the graduates and certificates were handed out to the students.

On January 26, 2010, Officer Coughlin met with Officer Rick Talerico and Fire Inspector McElroy to work on scenarios for table top training for District 181.

On January 27, 2010, Officer Coughlin and Officer Rauen attended the D.J.O.A. training meeting at the Abbington. The topic of training was the Juvenile Law Legal Update for 2010.

On January 27, 2010, Officer Rauen met with a juvenile offender and his parents. The juvenile had been arrested for an alcohol violation and is going through the STAAT diversionary program.

On January 27, 2010, Officer Coughlin was interviewed by a first grade student from Madison School for a report on the role and duties of a police officer. Officer Coughlin also gave him and his family a tour of the station.

On January 28, 2010, Officer Coughlin was interviewed by two first grade students from Madison School for a report on the role and duties of a police officer. Officer Coughlin also gave them and their families a tour of the station.

On January 29, 2010, Officer Coughlin met with a resident at their home to register them for our Special Needs Program. Officer Coughlin assisted them in filling out an application and took photos of them to be entered into our database.

On January 29, 2010, Officer Coughlin and Officer Talerico presented tabletop scenarios for Clarendon Hills Middle School, Madison School and Monroe School. Also attending were members of the Hinsdale and Clarendon Hills Fire Departments and Management from the Clarendon Hills and Hinsdale Police Departments.

On January 8, 15, 22, 29, 2010, Officer Coughlin and Officer Rauen walked the Business District monitoring the behavior of middle school students. Officer Coughlin and Officer Rauen spoke with teens, shoppers, business owners and handled any incidents related to the students.

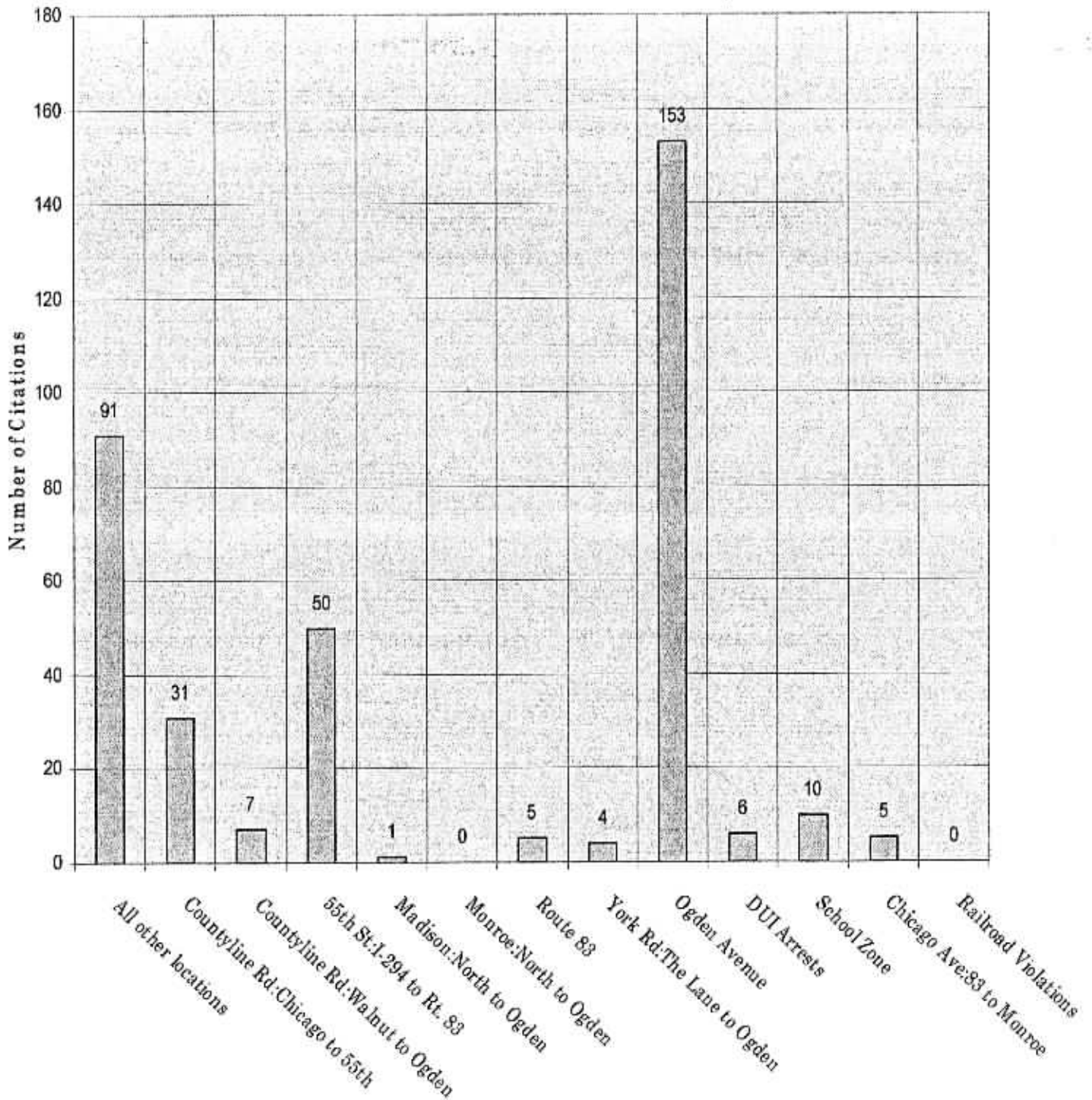
On January 21, 26, 28, 2010, Officer Coughlin supervised three offenders from the S.T.A.A.T. program performing community service.

Submitted by:

Officer Michael Coughlin
Crime Prevention/D.A.R.E./Juvenile

Officer Joseph Rauen
Juvenile Officer/Detective

Hinsdale Police Department
Selective Enforcement Citation Activity
 January 2010



TRAFFIC ENFORCEMENT - JANUARY 2010

	This Month	This Month Last Year	YTD	Last YTD
Speeding	152	150	152	150
Disobeyed Traffic Control Device	30	18	30	18
Improper Lane Usage	32	39	32	39
Insurance Violation	20	28	20	28
Registration Offense	14	22	14	22
Seatbelt Violation	6	26	6	26
Stop Signs	44	42	44	42
Yield Violation	15	16	15	16
No Valid License	5	5	5	5
Railroad Violation	0	4	0	4
Suspended/Revoked License	4	6	4	6
Other	125	176	125	176

** Includes Citations and Warnings*

Investigations Division Summary

January 2010

- On January 1, 2010, a 33-year-old Willowbrook man was charged with two counts of **Domestic Battery**. The male is alleged to have pushed and grabbed a male and female family member while in their home. The male was transported to DuPage County Jail.
- On January 2, 2010, a 28-year-old Hinsdale man was charged with two counts of **Domestic Battery**. The male is alleged to have grabbed a female family member by the hair and strike her face to the floor. The male was transported to DuPage County Jail.
- On January 4, 2010, a 27-year-old Hinsdale woman was charged with two counts of **Domestic Battery** for an incident that occurred in November of 2009. The female is alleged to have pushed an elderly female family member while in their home. The female caused a disturbance in our booking room and was eventually transported to the emergency room. While at the emergency room, the female is alleged to have spit on and kicked both a nurse and security officer at the hospital. Four felony counts of **Aggravated Battery** were approved and a warrant has been obtained for the female.
- On January 6, 2010, a 17-year-old Hinsdale man was charged with one count of **Unlawful Possession of a Controlled Substance**. The male is alleged to have been in possession of a white powder while in a bathroom at Hinsdale Central High School. The man posted bond and was released.
- On January 8, 2010, the 27-year-old Hinsdale woman described above was picked up on a warrant and charged with four felony counts of **Aggravated Battery**. She was transported to DuPage County Jail for a bond hearing.
- On January 15, 2010, a 27-year-old Chicago man was picked up on a warrant for a Domestic Incident that occurred in December 2009. The male was charged with two counts of **Domestic Battery**. The male is alleged to have knocked a female to the ground and scrapped her hand on the ground. The male had confronted the female at he place of employment and the confrontation was diffused by a male witness. The male posted bond and was released.
- On January 17, 2010, a 17-year-old Clarendon Hills mans was charged with one count of **Unlawful Possession of a Controlled Substance, Unlawful Possession of Cannabis, and Theft**. Officers were called to a disturbance between numerous individuals in the 500 block of north Washington. Upon arrival, officers had contact with the suspect who was in possession of prescription pills, and electronics that he is alleged to have removed from a residence where he attended a party. The male was transported to DuPage County Jail. Additional charges are pending against another individual.

- On January 20 , 2010, a 20-year-old Clarendon Hills man was charged with one count of **Vandalism**. Hinsdale officers were called to the Hinsdale Hospital Emergency Room for an out of control patient. The male is alleged to have kicked a computer and punched a hole in the wall. The male was also wanted on two warrants from other jurisdictions. The male was transported to DuPage County Jail.
- On January 21, 2010, a 30-year-old Willowbrook man was charged with one count of **Unlawful Possession of a Controlled Substance**. In the early morning hours, an officer located the male slumped over in the driver's seat, while the vehicle was running in a parking lot. The officer initiated a well-being check and observed packets of foil which are commonly used to package heroin with the vehicle. The substance within the foil packets tested positive for heroin. The male was transported to DuPage County Jail.
- On January 29, 2010, a 39-year-old Hinsdale man was charged with one count of **Home Invasion with a Deadly Weapon**. The male is alleged to have entered a neighboring apartment with a loaded handgun, pointing it at the occupants inside. A female in the apartment escaped by breaking out a bathroom window, then diving out and running to safety. A male occupant inside the apartment, who had come to the home earlier due to suspicious activity of the neighbor, was now the sole occupant allegedly being held at gunpoint by the offender. A Hinsdale Patrol Sergeant made contact with the occupants by phone and arranged a peaceful surrender. The male was transported to the Bridgeview Court House for a bond hearing.

Submitted by:

Erik Bernholdt
Detective Sergeant

BURGLARIES

JANUARY 2010



Motor Vehicle Burglaries



Burglaries (NONE)



Residential Burglaries

SERVICE CALLS SUMMARY — JANUARY 2010

	This Month	This Month Last Year	This Year to Date	Last Year To Date	% CHANGE
Sex Crimes	0	0	0	0	0
Robbery	0	0	0	0	0
Assault/Battery	1	1	1	1	0
Domestic Violence	5	6	5	6	-17
Burglary	0	0	0	0	0
Residential Burglary	0	1	0	1	-100
Burglary from Motor Vehicle	1	3	1	3	-67
Theft	8	10	8	10	-20
Retail Theft	0	4	0	4	-100
Identity Theft	2	1	2	1	100
Auto Theft	0	0	0	0	0
Arson/Explosives	0	0	0	0	0
Deceptive Practice	1	0	1	0	100
Forgery/Fraud	0	4	0	4	-100
Criminal Damage to Property	2	3	2	3	-33
Criminal Trespass	4	1	4	1	300
Disorderly Conduct	4	1	4	1	300
Harassment	6	10	6	10	-40
Death Investigations	2	1	2	1	100
Drug Offenses	5	5	5	5	0
Minor Alcohol/Tobacco Offenses	3	1	3	1	200
Juvenile Problems	14	19	14	19	-26
Reckless Driving	5	6	5	6	-17
Hit and Run	3	9	3	9	-67
Traffic Offenses	4	9	4	9	-56
Motorist Assist	30	40	30	40	-25
Abandoned Motor Vehicle	1	0	1	0	100
Parking Complaint	15	24	15	24	-38
Auto Accidents	54	71	54	71	-24
Assistance to Outside Agency	18	14	18	14	29
Child Seat Inspections	2	0	2	0	200
Traffic Incidents	4	8	4	8	-50
Well-being Check	8	4	8	4	100
Noise complaints	5	3	5	3	67
Vehicle Lockout	26	29	26	29	-10
Fire/Ambulance Assistance	94	92	94	92	2
Alarm Activations	79	94	79	94	-16
Open Door Investigations	5	4	5	4	25
Lost/Found Articles	6	12	6	12	-50
Runaway/Missing Persons	2	0	2	0	200
Suspicious Auto/Person	45	32	45	32	41
Disturbance	12	9	12	9	33
911 hangup/misdial	19	49	19	49	-61
Animal Complaints	22	19	22	19	16
Citizen Assists	19	27	19	27	-30
School Crossings	52	56	52	56	-7
Solicitors	3	1	3	1	200
Community Contacts	23	18	23	18	28
Curfew/Truancy	0	0	0	0	0
Other	63	41	63	41	54

Hinsdale Police Department

MONTHLY OFFENSE REPORT

JANUARY 2010

CRIME INDEX	This Month	This Mo. Last Yr	Yr. to Date	Last Yr. to Date
1. Criminal Homicide	0	0	0	0
2. Criminal Sexual Assault/Abuse	0	0	0	0
3. Robbery	0	0	0	0
4. Assault and Battery, Aggravated	1	1	1	1
5. Burglary/Residential	1	2	1	2
6. Theft	10	5	10	5
7. Auto Theft	0	0	0	0
8. Arson	0	0	0	0
TOTALS	12	8	12	8

Hinsdale Police Department
Training Summary—January 2010

- The following officers—Davenport, Washburn, Huckfeldt, Kowal, Maraviglia, Holeccek, Homolka, Ruban, Hayes and Krefft—completed their monthly **Radio Room Refresher Training**; this training is conducted in a two-hour block.
- TCOs Granado-Destefano, Menzione, Hogan and Krivanec completed their **TCO Critical Incident Preparedness Monthly Checklist**.
- All Officers completed their monthly legal update. Topics covered were **New Laws – Stalking, Aggravated Stalking & Cyberstalking**.
- January 7, 2010 – Officer Ruban attended a training seminar on **Stress Management**. The training was sponsored by NEMRT.
- January 11-13, 2010 – Officer Kowal attended **Breath Alcohol Testing** sponsored by NEMRT.
- January 12 & 26, 2010 – Officers Lillie and Hayes attended the monthly SWAT training. Sergeant Bernholdt attended the training only on the 12th.
- January 12-15, 2010 – Officer Rauen attended **Encase Computer Forensics I**, sponsored by Guidance Software.
- January 18, 2010 – Officer Maraviglia attended **Investigation of Domestic Violence** sponsored by NEMRT.
- January 21, 2010 – Officer Susmarski attended the **DuPage County Fire Investigation Task Force Training** held at the DuPage County Crime Laboratory.
- January 25, 2010 – Officer Washburn attended a seminar on **Medical Tactics for Patrol Officers**. This was sponsored by the Hoffman Estates Police Department.
- January 27, 2010 – Deputy Chiefs Simpson and Wodka along with Sergeants Jirasek and Bernholdt attended **Handling Investigations into Critical Incidents** sponsored by IRMA.
- All sworn officers received a copy of **Roll Call News January/February 2010**. Linda S. Pieczynski, Attorney at Law, is the author.

- During the month of January, the following officers successfully completed the **Law Enforcement Agency's Data System Less Than Full Access Computer Based Training**. The State Police sponsored the class.

January 2, 2010	Ruban
January 3, 2010	Hayes
January 5, 2010	Lillie
January 9, 2010	Wodka
January 10, 2010	Homolka
January 11, 2010	Coughlin
January 13, 2010	Kowal

Submitted by:

Mark Mandarino, Sergeant
Training Coordinator



Traffic Information Summary January 2010

- Officer Lillie completed an analysis on current selective enforcement locations for speed enforcement. These locations have previously been identified with unusual speeds and warrant additional police presence. The Hinsdale Police Department currently monitors eight selective enforcement locations. Officer Lillie's study recommended that the location of 57th Street between Grant and Madison be removed due to normal speed tendencies. The police department uses the 85th percentile category of speed to determine if any additional measures are warranted for both engineering and enforcement. This area did not meet our benchmark number of 6.25mph of the posted speed limit.
- A complaint was received regarding a potential site obstruction due to parking meters on the east side of Garfield, between Chicago Avenue and First Street. Officer Lillie followed up with the complaint, and based upon his observation and data reviewed, no changes were recommended.
- Deputy Chief Wodka has begun conversations with School District 181 to develop a flyer that may be distributed to parents regarding the new cell phone use and texting laws and how they affect motorists in school zones (particularly parents waiting to pick up their children.)
- The Hinsdale Police Department continues to monitor and approve overweight and oversized vehicle permits. During the month of December, Officer Lillie approved three overweight permits.
- The Hinsdale Police Department conducted two safety seat inspections during the month of January.

Submitted by:

Deputy Chief Mark Wodka
Administration

Officer Thomas Lillie
Traffic Safety Information

Manual on Uniform Traffic Control Devices Warrants

January 2010

The following warrants should be met prior to installation of a **two-way** stop sign:

1. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
2. Street entering a through highway or street;
3. Unsignalized intersection in a signalized area; and/or
4. High speeds, restricted view, or crash records indicate a need for control by the STOP sign (defined by 5 or more collisions within a 12-month period).

The following warrants should be met prior to the installation of a **Multiway** stop sign:

1. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
2. A crash problem, as indicated by 5 or more reported crashes in a 12-month period, that is susceptible to correction by a multiway stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
3. Minimum volumes:
 - a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 - b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 - c. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
4. Where no single criterion is satisfied, but where Criteria 2, 3.a, and 3.b are all satisfied to 80 percent of the minimum values. Criterion 3.c is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

1. The need to control left-turn conflicts;
2. The need to control vehicle/pedestrian conflicts near locations that generate high-pedestrian volumes;
3. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
4. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

The following warrants must be met prior to the installation of a **Yield** sign:

1. On a minor road at the entrance to an intersection where it is necessary to assign right-of-way to the major road, but where a stop sign is not necessary at all times, and where the safe approach speed on the minor road exceeds 10 miles per hour;
2. On the entrance ramp to an expressway where an acceleration ramp is not provided;
3. Within an intersection with a divided highway, where a STOP sign is present at the entrance to the first roadway and further control is necessary at the entrance between the two roadways, and where the median width between the acceleration lane; and
4. At an intersection where a special problem exists and where an engineering study indicates the problem to be susceptible to correction by use of the YIELD sign.

JANUARY 2010 COLLISION SUMMARY

All Collisions at Intersections

LOCATION	<i>This Month</i>	<i>Last 12 Months</i>	<i>Last 5 Years</i>
Elm & Ogden	1	1	25
Garfield & Chicago	1	5	44
Garfield & Walnut	1	4	12
Grant & Chicago	1	2	8
Grant & Ogden	1	1	6
Lincoln & Third	1	1	4
Monroe & North	1	1	5
Monroe & Ogden	1	5	72
Oak & Fuller	1	1	2
Rt. 83 & Ogden	1	4	80
Washington & Seventh	1	1	4
York & Fuller	1	1	8

Right-Angle Collisions at Intersections

Collisions of this type are considered when reviewing MUTCD Warrants

LOCATION	<i>This Month</i>	<i>Last 12 Months</i>	<i>Last 5 Years</i>
Elm & Ogden	1	1	9
Garfield & Chicago	1	5	32
Garfield & Walnut	1	4	12
Grant & Chicago	1	2	8
Grant & Ogden	1	1	1
Lincoln & Third	1	1	4
Monroe & North	1	1	4
Rt. 83 & Ogden	1	1	3
Washington & Seventh	1	1	4

CONTRIBUTING FACTORS AND COLLISION TYPES

Contributing Factors:

Failure to Yield	0
Improper Backing	9
Failure to Reduce Speed	10
Following too Closely	1
Driving Skills/Knowledge	0
Improper Passing	0
Too Fast for Conditions	2
Improper Turning	3
Disobeyed Traffic Control Device	2
Improper Lane Usage	0
Had Been Drinking	0
Weather Related	0
Vehicle Equipment	1
Unable to Determine	3

Collision Types:

Private Property	7
Hit & Run	4
Crashes at Intersections	16
Personal Injury	7
Pedestrian	0
Bicyclist	0
<u>TOTAL CRASHES</u>	<u>49</u>

Parking Citations — January 2010

PARKING CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	<i>Commuter Permit</i>	28	31	28	31
Highland Lot	<i>Commuter Permit</i>	14	13	14	13
Village Lot	<i>Commuter Permit</i>	33	29	33	29
Washington Lot	<i>Merchant Permit</i>	34	11	34	11
Hinsdale Avenue	<i>Parking Meters</i>	253	283	253	283
First Street	<i>Parking Meters</i>	249	288	249	288
Washington Street	<i>Parking Meters</i>	365	373	365	373
Lincoln Street	<i>Parking Meters</i>	18	44	18	44
Garfield Lot	<i>Parking Meters</i>	93	104	93	104

VIOLATIONS BY TYPE

	This Month	This Month Last Year	YTD	Last YTD
Parking Violations				
METER VIOLATIONS	912	1086	912	1086
HANDICAPPED PARKING	5	21	5	21
NO PARKING 7AM-9AM	36	13	36	13
NO PARKING 2AM-6AM	42	77	42	77
PARKED WHERE PROHIBITED BY SIGN	48	62	48	62
NO VALID PARKING PERMIT	58	69	58	69
Vehicle Violations				
VILLAGE STICKER	43	32	43	32
REGISTRATION OFFENSE	79	70	79	70
VEHICLE EQUIPMENT	9	41	9	41
Animal Violations	2	3	2	3

Youth Bureau Summary

January 2010

On January 15, 2010, our department was notified by a Juvenile Probation officer that one of his clients had violated his probation, and there was an active warrant out for his arrest. We were able to track down the juvenile and he was transported to the Detention Home in Wheaton to wait for his hearing for the probation violation.

On January 23, 2010, at approximately 11:52pm while an officer was on patrol, he noticed a vehicle traveling with no front license plate. He stopped the vehicle and inside were three teenage occupants. The officer detected a strong odor of an alcoholic beverage emitting from the vehicle. The driver of the car was tested and did not have any alcohol in his system. The two passengers both had consumed alcohol and were both cited. They were both still in high school and both are participating in the STAAT Diversionary Program.

On January 27, 2010, during the Hinsdale Central Variety Show, three students were arrested for tobacco and possession of marijuana. The school's policy for the event was that no one could bring in water bottles and that any bags would be searched. While searching a student's bag, one of the officers noticed that a student saw faculty checking bags and decided to leave instead of coming into the show. The officer watched the female student head towards a vehicle and put something under her car. The officer along with the dean walked out to the car and asked the female juvenile what she placed under the car. The student admitted to being cigarettes. The owner of the car was also present for this and the dean asked the student if he had anything in his car that he shouldn't have. The student said no and the dean asked to search it. Upon searching the vehicle the dean and the officer located several bags of marijuana, a scale, and several small baggies. Through an investigation the officers were able to uncover who the marijuana belonged to along with the other drug equipment. The female was charged with possession of tobacco and both male juveniles were charged with possession of cannabis and drug equipment.

On January 31, 2010, officers were dispatched to 908 North Elm Street for a report of two juveniles skateboarding on the property. This building has numerous signs on its walkways and property advising "No Trespassing," and "No Skateboarding." When the officer arrived he stopped the two juveniles and the property manager came out and identified them as the skateboarders. Both juveniles had been previously warned by the property manager that they were not allowed to skateboard on the property, but they did so anyway. They were taken back to the station and were cited for Criminal Trespass. They were both released to their parents to appear in field court.

Submitted by:

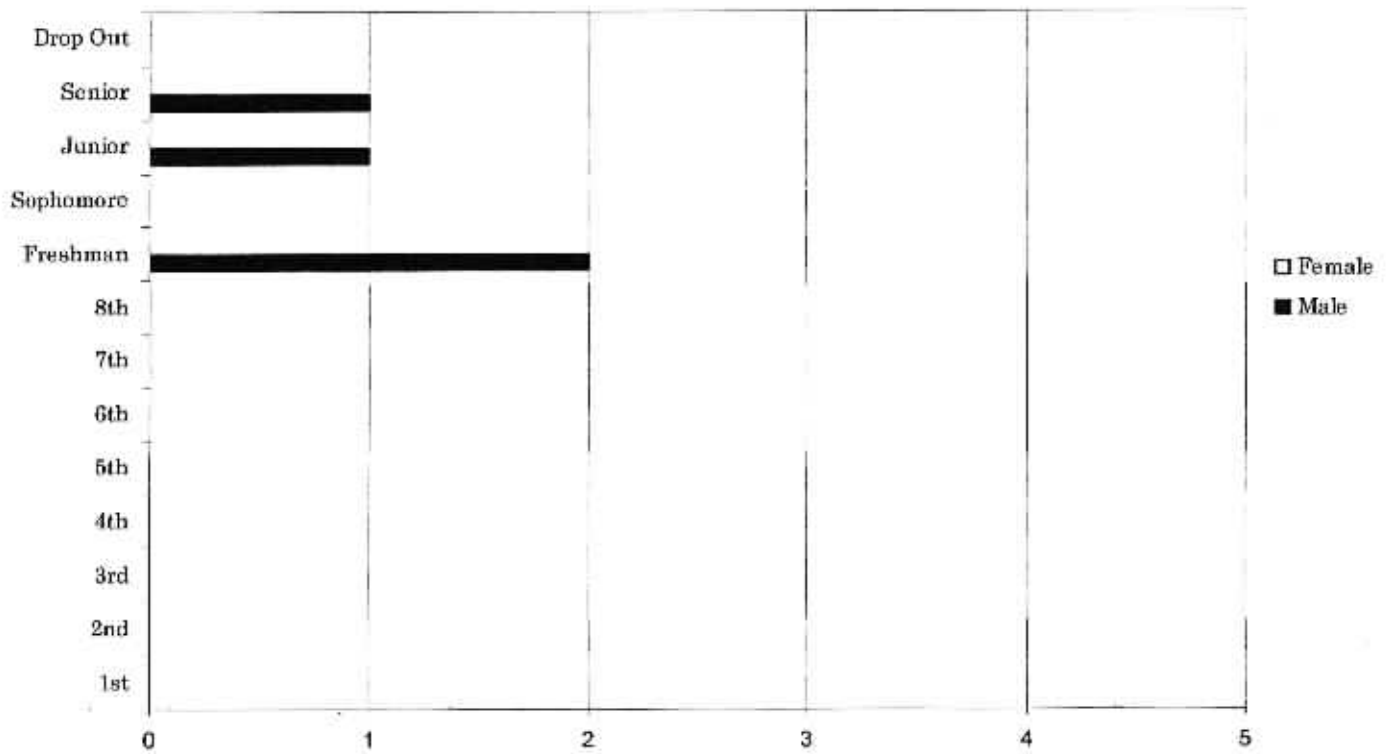
Officer Joseph Rauen
Detective/Youth Officer

Hinsdale Police Department

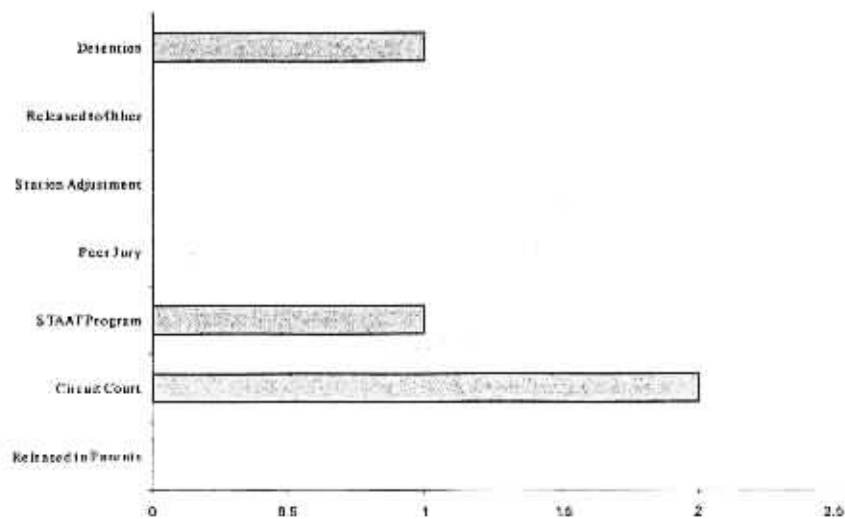
Juvenile Monthly Report

January 2010

AGE AND SEX OF OFFENDERS



DISPOSITION OF CASES

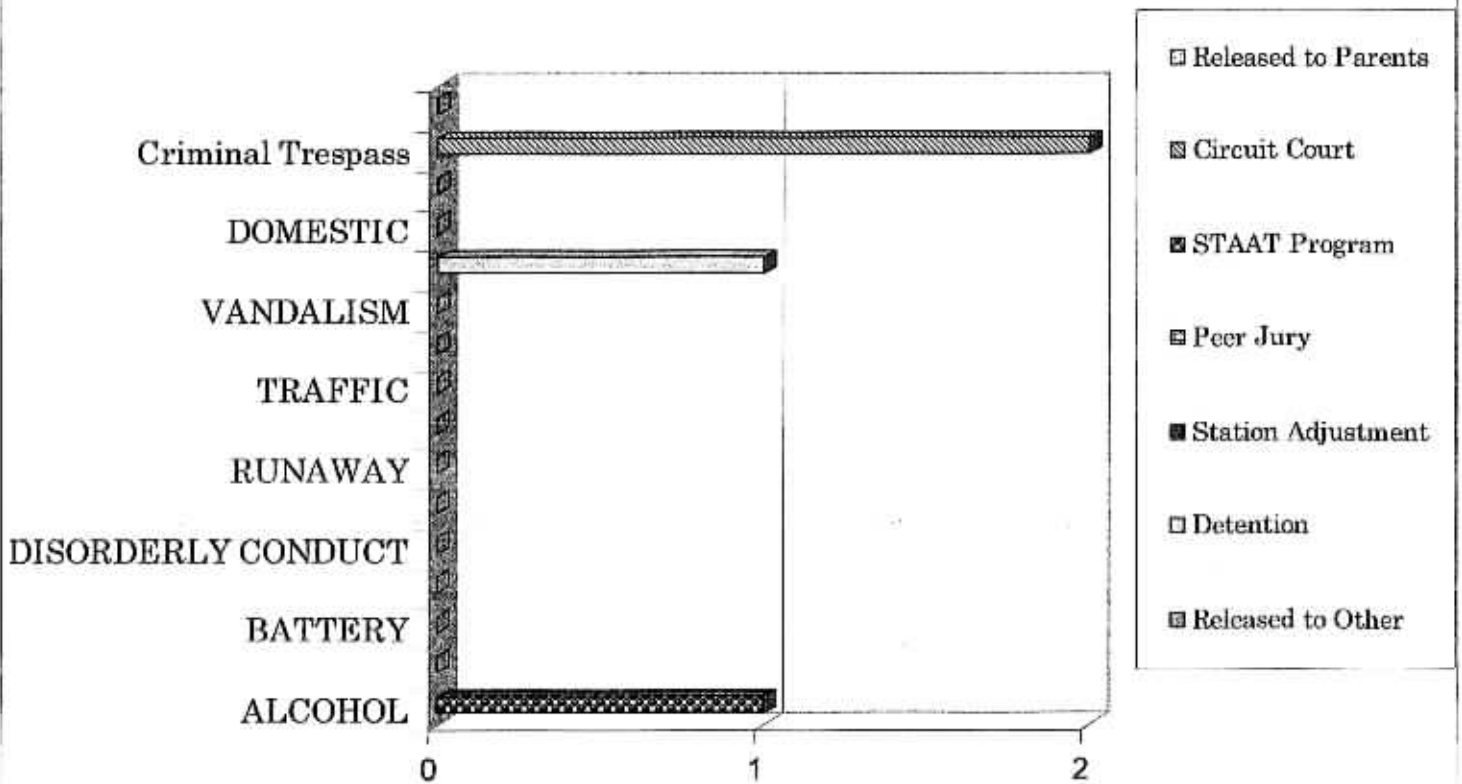


Hinsdale Police Department

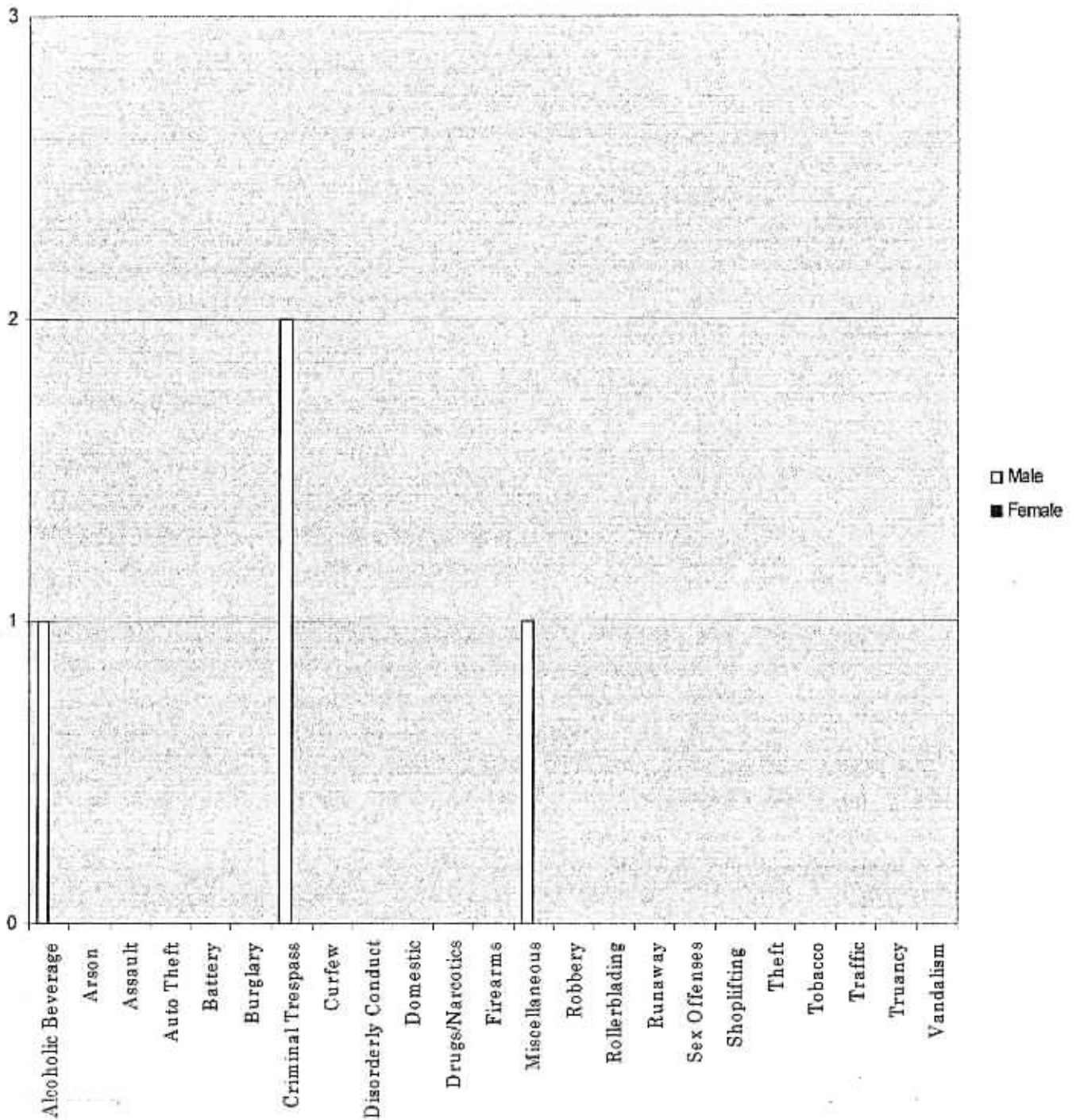
Juvenile Monthly Report

January 2010—Continued

DISPOSITION BY OFFENSE TYPE



Hinsdale Police Department
Juvenile Monthly Offenses Total Offenses by Offense Type
 January 2010



Memorandum

To: Chairman Williams and Public Safety Committee

From: Robert McGinnis MCP, Building Commissioner 

Date: February 8, 2010

Re: Community Development Department Monthly Report-January 2010

In the month of January, the department issued 52 permits including two single family homes and two demolition permits. Revenue for the month came in at just over \$60,000.00. 242 inspections were done during the month and plan review turnaround is running about three weeks. There are approximately 64 applications in house including 8 single family homes and 4 commercial alterations. There are 43 permits ready to issue at this time.

The Engineering Division has continued to work with the Building Division in order to complete site inspections, monitor current engineering projects, support efforts to obtain additional state and federal funding, and respond to drainage complaint calls. In total, 50 site inspections were performed for the month of January by the division.

We currently have 41 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT - January 2010

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	2	2	\$ 14,481.55		
New Multi Family Homes	0	0	\$ -		
Residential Addns./Alts.	12	13	\$ 13,320.85		
Commercial New	0	0	\$ -		
Commercial Addns./Alts.	4	3	\$ 4,811.90		
Miscellaneous	3	11	\$ 6,243.00		
Demolitions	2	3	\$ 6,000.00		
Total Building Permits	23	32	\$ 44,857.30	\$ 453,407.72	\$ 517,570.00
Total Electrical Permits	15	26	\$ 4,325.35	\$ 49,830.49	\$ 68,880.00
Total Plumbing Permits	14	22	\$ 6,912.50	\$ 87,146.60	\$ 113,968.00
TOTALS	52	80	\$ 56,095.15	\$ 590,384.81	\$ 700,418.00

Citations			\$4,250		
Vacant Properties			\$ 4,100.00	41	

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR		FY TO DATE	TOTAL LAST FY TO DATE
Building Insp.	84	395			
Electric Insp.	22	86			
Plumbing Insp.	21	175			
Property Maint./Site Mgmt.	65	66			
Engineering Insp.	50	25			
TOTALS	242	747			

REMARKS:

VILLAGE OF HINSDALE - JANUARY 26, 2010 COURT CALL/RESULT

Name	Ticket NO	Location	Violation	Actual
Chira, Titus O	9501	218 E. Walnut	Counts 1-7 Property Maintenance Violations	4250
United Central Bank	9793	20 E. Ayres	Counts 1-9 Property Maintenance Violations	Lost Trial
United Central Bank	9794	510 N. Clay St.	Counts 1-5 Property Maintenance Violations	Lost Trial
Vintage by Design Build	9505	510 N. Clay St.	Counts 1-5 Property Maintenance Violations	Cont 2-16-10
Vintage by Design Build	9504	20 E. Ayres	Counts 1-6 Property Maintenance Violations	Cont 2-16-10

Fines assessed: 4250

STOP WORK ORDERS ASSESSED

Date SWO Issued to Address Reason

SWO assessed:

MONTHLY TOTAL:

4250

VILLAGE OF HINSDALE - JANUARY 12, 2010 COURT CALL/RESULT

Name	Ticket NO	Location	Violation	Action	
Aldairi, Husam E.	9503	Kelly	912 S. Garfield	Counts 1-2 Property Maintenance Violation	Cont 2-16
Chira, Roberto M.	9798	Kelly	218 E. Walnut	Counts 1-7 Property Maintenance Violation	Cont 1-26
Chira, Titus O.	9501	Kelly	218 E. Walnut	Counts 1-7 Property Maintenance Violation	Cont 1-26
Collier, Lucian	9502	Kelly	218 E. Walnut	Counts 1-7 Property Maintenance Violation	Cont 1-26
United Central Bank	9793	Kelly	20 E. Ayres	Counts 1-9 Property Maintenance Violations	Cont 1-26
United Central Bank	9794	Kelly	510 N. Clay St.	Counts 1-6 Property Maintenance Violations	Cont 1-26
Village of Design Build	9505	Kelly	510 N. Clay St.	Counts 1-6 Property Maintenance Violations	Cont 1-26

Fines assessed:

STOP WORK ORDERS ASSESSED


Date SWO issued to Address Reason

SWO assessed:

MONTHLY TOTAL:

0

REQUEST FOR BOARD ACTION

Agenda Section Number	Zoning and Public Safety Committee	Originating Department	Police
Item Number	Wellness House 20 th Anniversary Walk/Run May 2, 2010	Approved	Chief Bradley Bloom 

SUMMARY OF REQUESTED ACTION:

Wellness House will be celebrating their 20th anniversary, which will be held on Sunday, May 2, 2010. A run/walk will include courses for a 5k run, 3k run and a 5k walk.

Attached is a request from Wellness House to close Hillgrove Avenue (between Oak and County Line) and County Line (between Hillgrove and Walnut) being closed from Friday, April 30th through the morning of Monday, May 3rd. This would include prohibiting parking in the village spaces on County Line across from Wellness House starting that Friday as well.

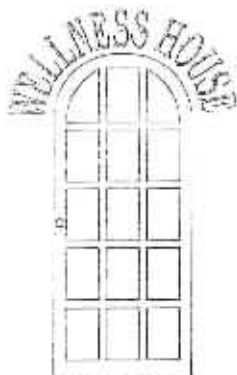
This is the same street closure that was approved the last couple years and it was not problematic due to the light traffic volumes.

They are also requesting parking restrictions on Walnut Street between Oak and Mills to accommodate the competitive race and the use of Veeck Park and the Highland Depot for race parking on Sunday only. Over the last couple years this request has helped with safety concerns. We do not foresee any concerns with this request and recommend approval.

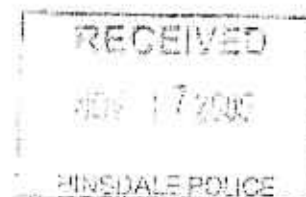
Approval	Approval	Approval	Approval	Manager's Approval 
-----------------	-----------------	-----------------	-----------------	---

COMMITTEE ACTION:**BOARD ACTION:**

MOTION: Move to recommend that the Village Board approve a request from Wellness House to close Hillgrove between Oak and County Line and County Line between Hillgrove and Walnut from Friday, April 30th through Monday, May 3rd, 2010, to accommodate a tent for the 20th Anniversary celebration of Wellness House in Hinsdale competitive race on May 2, 2010. They are also requesting parking restrictions on Walnut Street between Oak and Mills to accommodate the race and the use of Veeck Park and Highland Depot for race parking.



Challenging Cancer. Creating Community. Changing Lives.



November 16, 2009

Chief Brad Bloom
Village of Hinsdale Police Department
121 Symonds Drive
Hinsdale, IL 60521

BOARD OF DIRECTORS

Chair
Blair R. Haarlow

Members
Tracy Anderson
Robert H. Baum
Patricia W. Bruder
Richard M. BurrIDGE
Shaun Cloghessy
Michael Dahl
Richard W. George
Thomas D. Grzesek
James N. Hallene
Thomas M. Hickey
Cheri Jones
David Jones
Margaret M. Lawless
Thomas S. Lee
Brian Musso
Tina Porterfield
Brad Warble

Courtyard
Juanita Elder

EXECUTIVE DIRECTOR
Jeannie Cella, MS, LCPC

LIFETIME TRUSTEES
Henry G. Bates
Susan and Ken Beard
Katherine and Michael Birck
Mary Grace and Kevin Burke
Lynne and A. William Haarlow III
Allen Koranda
Kay and Fred Krehbiel
Marcia and Thomas McCormick
Edward T. McGowan

HONORARY BOARD
Tornie and Stu MacKay
Terri and Dick Barrett

Dear Chief Bloom,

We are in the planning stages for a 20th anniversary celebration run/ walk for Wellness House, which will be held on Sunday, May 2, 2010. The Courses will include a 5k run, 3k run and 5k walk. We sincerely appreciate your efforts in keeping the event safe and fun for all.

We respectfully request that Hillgrove Ave. (between Oak and County Line) and County Line (between Hillgrove and Walnut) be closed starting on Friday, April 30 through the morning of Monday, May 3. This would include prohibiting parking in the village spaces on County Line across from Wellness House starting that Friday as well. Additionally, because of safety concerns in 2007, we would like to prohibit parking on Walnut (between Oak and Mills) for Sunday only.

Please know that this request is to accommodate the tent set-up prior to the event and the large crowds that we anticipate at the event itself on Sunday. It is our intent to not stake Village property. Attached are our request for the event, along with insurance documentation, maps of the courses and race chair information.

Thank you for your time and consideration of our request. We will be in contact soon to schedule a meeting to discuss details and logistics. Should you have any questions please call Kate Fortney at Wellness House (630) 654-5113.

Sincerely,

Kate Fortney
Events Coordinator
Wellness House

VILLAGE OF HINSDALE

COMPETITIVE RACE PERMIT

INSTRUCTIONS: Please fill out this application completely and accurately and return to:
Chief of Police, Village of Hinsdale
121 Symonds Drive, Hinsdale, IL 60521

FILING PERIOD: Competitive Race Permit must be filed with the Chief of Police not less than 60 days nor more than 365 days before the date on which it is proposed to conduct the race.

REQUIREMENTS: **CERTIFICATE OF INSURANCE** - Insurance Services Office Commercial General Liability Occurrence form CG 0001 with the Village of Hinsdale as additional insured, on a form at least as broad as the attached sample.
COMMERCIAL GENERAL LIABILITY - \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

PERSON APPLYING FORTNEY KATE P
(Last) (First) (Middle)

FOR ONE EAST SCOTT, APARTMENT 1412
PERMIT: (Home Address)

CHICAGO, IL 60610 312-350-1272
(Town/State/Zip) (Phone)

NAME OF ORGANIZATION: WELLNESS HOUSE

ADDRESS OF ORGANIZATION: 131 N. COUNTY LINE Rd., HINSDALE, IL 60521

AUTHORIZED HEAD OF ORGANIZATION: JEANNIE CELLA **PHONE:** 630-654-5101

RACE CHAIRMAN: 5 CHAIRS - SEE ATTACHED **PHONE:** _____

CHAIRMAN'S ADDRESS: _____

DATE OF RACE: MAY 2, 2010 **STARTING TIME:** 7:00 AM **TERMINATING TIME:** 12:00 PM

RACE ROUTE: (Attach map if possible) SAME AS PAST RACES (MAP ATTACHED)

ASSEMBLY LOCATION: WELLNESS HOUSE **ASSEMBLY TIME:** 7:00 AM

NUMBER OF PERSONS PARTICIPATING: 2500 **TYPE OF RACE:** _____

NUMBER OF VEHICLES & TYPE PARTICIPATING: N/A

MAXIMUM LENGTH OF RACE: 0.2 **MILES**

PORTION OF STREETS TO BE TRAVERSED/OCCUPIED BY RACE: 100%

SIGNATURE OF APPLICANT: Kate Fortney **DATE:** 9/13/09

1.) WE WILL NEED THE SERVICES OF 5 OFF DUTY POLICE MEN/WOMEN

FOR OFFICE USE ONLY

COMPETITIVE RACE PERMIT APPLICATION:

SPECIAL REQUIREMENTS:

Marshalls X at each intersection Communications _____

First Aid Stations _____ Check Points _____

Refuse Containers _____

Identification placards must be minimum size of 5" x 8" and worn on
chest and back of individual participant _____

Other (specify) _____

*5 off-duty officers stationed at agreed upon
locations where safety is a concern.*

Permit Issued 1

Notice of Rejection _____

Signature: B. E. [Signature]
Chief of Police or Designee

Date: 11/30/09

Wellness Walk Race Chairs:

Susan Owens – 331 Fuller Road, Hinsdale, IL 60521 - (630)986-1284

Bob Baum – P.O. Box 1257, Deerfield, IL 60015- (847) 916-7753

Roxy Goebel – 3517 Madison Street, Hinsdale, IL 60521

Tina Porterfield – 314 N. Bruner Street, Hinsdale, IL 60521 (630)325-7654

B.J. Chimenti – 28 S Grant St, Westmont, IL 60559 (630)271-0231

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MS
WELLN-1

DATE (MM/DD/YYYY)
07/20/09

PRODUCER Esser Hayes Insurance Group, I 1811 High Grove, Suite 139 Naperville IL 60540-2830 Phone: 630-355-2077		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Wellness House 131 N. County Line Rd. Hinsdale IL 60521		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: WESTFIELD INSURANCE COMPANY	24112
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

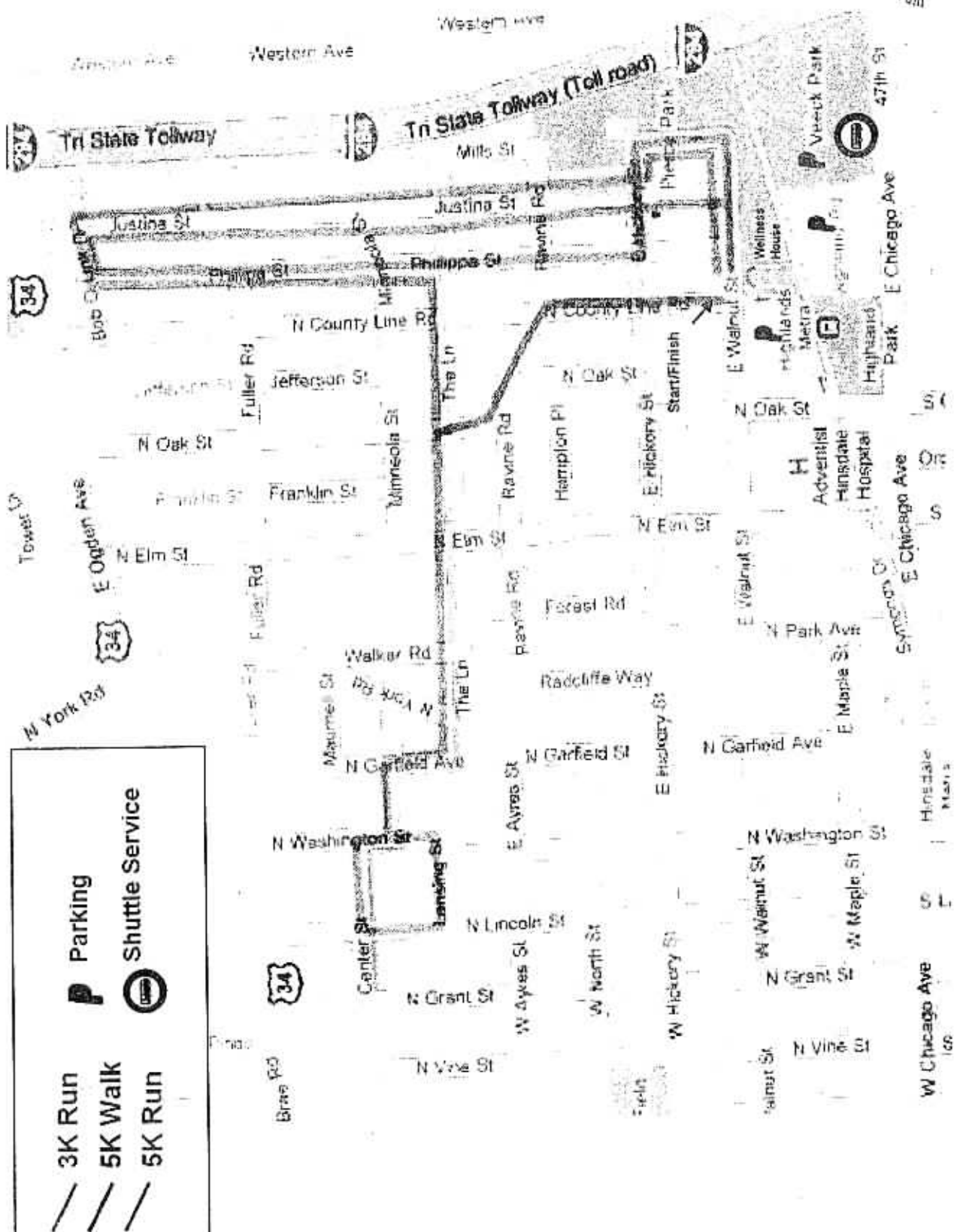
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADU LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BOP1673981	06/25/09	06/25/10	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)
					PERSONAL & ADV INJURY
					GENERAL AGGREGATE
					PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	BOP1673981	06/25/09	06/25/10	COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC
					AUTO ONLY: AGG
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
	DEDUCTIBLE				
	RETENTION \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCP1671527	06/25/09	06/25/10	<input checked="" type="checkbox"/> WC STAT. TORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
					E.L. DISEASE - POLICY LIMIT
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER SPECIMEN CERTIFICATE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---



REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-37-2009 – Applicant: Raghuram Jagadam – Request: Text Amendment to Section 5 -102 (Permitted Uses) and 12-206 (Definitions) of the Hinsdale Zoning Code to allow Professional, Home-Based, Supplemental Education Program Centers as Permitted Uses in the B-1, Community Business District.	APPROVAL

The Applicant, Raghuram Jagadam, has submitted an application to amend Sections 5-102E and 12-206 of the Zoning Code to allow Professional, Home-Based, Supplemental Education Program Centers as Permitted Uses in the B-1, Community Business District for the purpose of operating a Kumon Math and Reading Center within Gateway Square. Currently the Zoning Code does not have any allowances or provisions for this type of uses in this district however the applicant indicates in his application that his proposed use is more analogous with other uses that would be permitted in that district, such as an accountant or an architect, due to the fact that the student's presence at the facility is minimal. If approved, the text amendment would allow these types of uses in areas including Grant Square and Gateway Square, as well as a couple additional B-1 locations within the Village.

Below is draft language proposed by the applicant that would amend the Zoning Code so that Professional, Home-Based, Supplemental Education Program Centers would be Permitted Uses in the B-1, Community Business District:

Section 5-102 Permitted Uses

B-1 B-2 B-3

E. Services

27. Professional, Home-Based, Supplemental
Education Program Centers

P

Section 12-206 Definitions

Professional, Home-Based, Supplemental Education Program Centers - any business which seeks to supplement and not replace current local school programs through application by certified individuals of an established learning process which is primarily performed by the client off-site at the client's home.

At the Plan Commission meeting of February 10, 2010, it was recommended, with a 5-2 vote, (2 absent) that the Text Amendment to Sections 5-102 (Permitted Uses) and 12-206 (Definitions) of the Hinsdale Zoning Code to allow Professional, Home-Based, Supplemental Education Program Centers as Permitted Uses in the B-1, Community Business District, be approved with the amended language as underlined above.

Attached are the draft findings and recommendation from the Plan Commission and the draft ordinance.

MOTION: Move that the request be forwarded to the Board of Trustees to approve an "Ordinance Amending Sections 5-102 (Permitted Uses) and 12-206 (Definitions) of the Hinsdale Zoning Code to allow Professional, Home-Based, Supplemental Education Program Centers as Permitted Uses in the B-1, Community Business District".

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
--	--	----------	----------	---

COMMITTEE ACTION:

BOARD ACTION:

DRAFT

HINSDALE PLAN COMMISSION

RE: Case A-37-2009 - Applicant: Raghuram Jagadam – Request: Text Amendment to Section 5 -102 (Permitted Uses) and 12-206 (Definitions) of the Hinsdale Zoning Code to allow Professional, Home-Based, Supplemental Education Program Centers as Permitted Uses in the B-1, Community Business District.

DATE OF PLAN COMMISSION REVIEW: **February 10, 2010**

DATE OF COMMITTEE REVIEW: **February 22, 2010**

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Applicant, Raghuram Jagadam, submitted an application to amend Section 5 -102 (Permitted Uses) and 12-206 (Definitions) of the Hinsdale Zoning Code to allow Professional, Home-Based, Supplemental Education Program Centers as Permitted Uses in the B-1, Community Business District.
2. The Plan Commission heard presentations from the applicant at the Plan Commission meeting of February 10, 2010.
3. While most Commissioners felt the proposed use was appropriate, certain Commissioners expressed concern with the regards to direct tax benefits for the Village.
4. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

II. RECOMMENDATIONS

The Village of Hinsdale Plan Commission, by a vote of five (5) "Ayes", two (2) "Nays" and two (2) "Absent" recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended as proposed.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2010.

DRAFT

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 5-102 (PERMITTED USES)
AND SECTION 12-206 (DEFINITIONS) OF THE HINSDALE ZONING CODE
TO ALLOW PROFESSIONAL, HOME-BASED, SUPPLEMENTAL
EDUCATION PROGRAM CENTERS AS PERMITTED USES IN THE B-1
COMMUNITY BUSINESS DISTRICT
(Plan Commission Case No. A-07-2009)**

WHEREAS, the Applicant, Raghuram Jagadam, seeks to amend Section 5-102 (Permitted Uses) and Section 12-206 (Definitions) of the Hinsdale Zoning Code to allow professional, home-based, supplemental education program centers as permitted used in the B-1 Community Business District ("the Application"); and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on February 10, 2010, pursuant to notice thereof properly published in the Hinsdalean on January 21, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-37-2009; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on February 22, 2010, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the Findings and Recommendation of the Plan Commission and all of the facts and circumstances affecting the Application, and the President and Board of Trustees have determined that it is appropriate to amend the Hinsdale Zoning Code as provided in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Amendment of Section 5-102. Article V (Business Districts), Section 5-102 (Permitted Uses), Subsection E (Services) of the Hinsdale Zoning Code is amended by adding the following underlined language to read as follows:

Sec. 5-102. Permitted Uses:

The following uses and no others are permitted as of right in the business districts indicated in the following table. In interpreting the use designations, reference should be made to the "Standard Industrial Classification Manual" (see appendix A of this code) and section 11-501 of this code. SIC codes are given in parentheses following each use listing.

*	*	*	*
			B-1 B-2 B-3

E. Services:

*	*	*	*
---	---	---	---

<u>28. Professional, home-based, supplemental</u>	<u>P</u>
<u>education program centers</u>	

Section 3. Amendment of Section 12-206. Article XII (Applicability and Interpretations), Part II (Interpretations), Section 12-206 (Definitions) of the Hinsdale Zoning Code is amended by adding the following underlined language to read as follows:

Sec. 12-206. Definitions:

When used in this code, the following terms shall have the meanings herein ascribed to them:

*	*	*	*
---	---	---	---

Professional, home-based, supplemental education program centers:
Any business which seeks to supplement and not replace current local
school programs through application by certified individuals of an
established learning process which is primarily performed by the client
off-site at the client's home.

*	*	*	*
---	---	---	---

Section 4. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2010.

Thomas K. Cauley, Jr., Village President




ATTEST:

Christine M. Bruton, Deputy Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2010\10-xx Sec. 5-102 02-15-10.doc

DATE: February 22, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development			
ITEM Case A-07-2009 – Applicant: Karl Weber – Request: Text Amendment to Section 5-110A1(a) and 5-110A1(b) (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code as it relates to overall building height, in the B-2, Central Business District.	APPROVAL			
<p>The Applicant, Karl Weber, has submitted an application to amend Section 5-110A(1)(a) and (b) of the Village of Hinsdale Zoning Code, as it relates to overall building height in the B-2, Central Business District.</p> <p>The applicant has requested a text amendment to the Village Zoning Code to limit overall building height in the B-2, Central Business District to 30 feet or 2 stories, whichever is less. Currently the code permits an overall height of 35 feet or 3 stories, whichever is less. The application appeared before the Village Board on October 6, 2009 to consider the referral to the Plan Commission. The Village Board, on a 3-1 vote, motioned to deny the referral of the application to the Plan Commission, however due to a deficiency of votes (per Section 11-601D2(C), 4 affirmatives votes are required to deny), the motion failed and the text amendment request was forwarded to the Plan Commission for consideration.</p> <p>At the Plan Commission meeting of February 10, 2010, it was recommended, with a 7-0 vote, (2 absent) that the Text Amendment to Section 5-110A(1)(a) and (b) of the Village of Hinsdale Zoning Code, as it relates to overall building height in the B-2, Central Business District, be approved.</p> <p>Attached are the draft findings and recommendation from the Plan Commission and the draft ordinance.</p> <p>MOTION: Move that the request be forwarded to the Board of Trustees to approve an "Ordinance Amending Article V (Business Districts), Section 5-110 (Bulk, Space and Yard Requirements) Subsection A (Maximum Height) of the Hinsdale Zoning Code Regarding Overall Building Height in the B-2 Central Business District".</p>				
APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

DRAFT

HINSDALE PLAN COMMISSION

RE: Case A-7-2009 - Applicant: Karl Weber – Request: Text Amendment to Section 5-110A1(a) and 5-110A1(b) (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code as it relates to overall building height, in the B-2, Central Business District.

DATE OF PLAN COMMISSION REVIEW: February 10, 2010

DATE OF COMMITTEE REVIEW: February 22, 2010

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Applicant, Karl Weber, submitted an application to amend Section 5-110A1(a) and 5-110A1(b) (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code as it relates to overall building height, in the B-2, Central Business District.
2. The Plan Commission heard presentations from the applicant at the Plan Commission meeting of February 10, 2010.
3. Several residents were given the opportunity to speak in regards to the proposed text amendment.
4. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

II. RECOMMENDATIONS

The Village of Hinsdale Plan Commission, by a vote of seven (7) "Ayes", zero (0) "Nays" and two (2) "Absent" recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended as proposed.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2010.

DRAFT

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ARTICLE V (BUSINESS DISTRICTS),
SECTION 5-110 (BULK, SPACE AND YARD REQUIREMENTS)
SUBSECTION A (MAXIMUM HEIGHT) OF THE HINSDALE ZONING
CODE REGARDING OVERALL BUILDING HEIGHT
IN THE B-2 CENTRAL BUSINESS DISTRICT
(Plan Commission Case No. A-07-2009)**

WHEREAS, the Applicant, Karl Weber, seeks to amend Article V (Business Districts), Section 5-110 (Bulk, Space and Yard Requirements), Subsection A (Maximum Height) of the Hinsdale Zoning Code to allow professional, home-based, supplemental education program centers as permitted used in the B-1 Community Business District ("the Application"); and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on February 10, 2010, pursuant to notice thereof properly published in the Suburban Life on December 25, 2009, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-07-2009; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on February 22, 2010, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the Findings and Recommendation of the Plan Commission and all of the facts and circumstances affecting the Application, and the President and Board of Trustees have determined that it is appropriate to amend the Hinsdale Zoning Code as provided in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Amendment of Subsection 5-110A1. Article V (Business Districts), Section 5-110 (Bulk, Space, and Yard Requirements), Subsection A (Maximum Height) of the Hinsdale Zoning Code is amended by deleting the following overstricken language and adding the underlined language to read as follows:

Sec. 5-110. Bulk, Space, And Yard Requirements:

The building height, lot, yard, setback, floor area ratio, and coverage requirements applicable in the business districts are set forth in the following table. Footnote references appear in subsection G of this section at the end of the table.

	B-1	B-2	B-3
A. Maximum Height¹:			
1. Principal structures:			
(a) Feet	30	35 <u>30</u> ²	30
(b) Stories (whichever is less)	2	3 <u>2</u>	2
★	★	★	★

Section 3. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2010\10-xx Sec. 5-110 02-16-10.doc

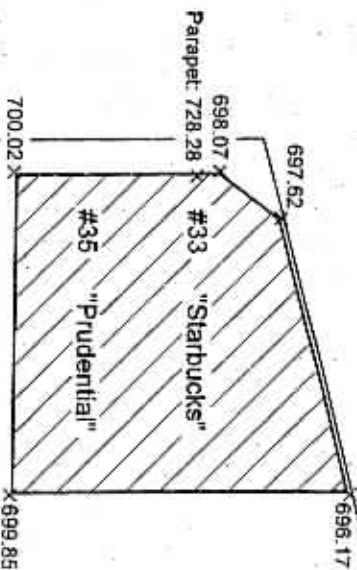
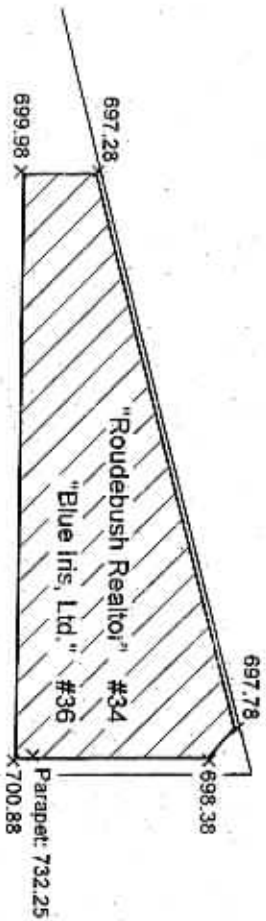
MEMORANDUM

TO: Chairman Williams and the Zoning & Public Safety Committee
FROM: Robert McGinnis MCP, Building Commissioner *RM*
DATE: February 17, 2010
RE: **Building Height Survey in the B-2 District**

In order to confirm the information submitted by the applicant for case A07-2009, staff was directed to get accurate height data for our gateway buildings in the Central Business District. Staff contacted Genesis Survey of Warrenville to verify the criteria used in their "Building Height Calculations Downtown Hinsdale, IL" survey prepared for the Village in March of 2004. Staff confirmed that these were measurements of "Elevation" and not "Height" under the definitions set forth in the village zoning code. We asked Genesis to shoot average surrounding grade at each of the taller buildings and determine overall height. Attached is a survey with their results. It should be noted that the surveyor was only able to shoot fixed points and their calculations include some elements that would be excluded from the definition of "Height". The only way to accurately measure the height of the as-built condition is to physically measure the height of parapets and walls, determine whether the parapets or walls screen equipment or not, determine where the main eave line is in relation to the ridge and try and get a mean for that main roof. Some of these buildings have complex roof lines and to try and determine the mean would be difficult without spending a lot of time on the buildings themselves. From the results of the survey, it appears that at least four of the buildings are over thirty feet in height based on average surrounding grade.

Cc: President and Board of Trustees
David Cook

Hinsdale Avenue



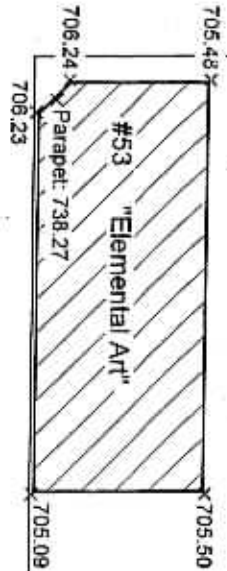
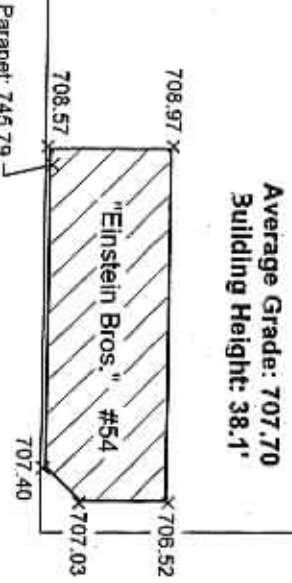
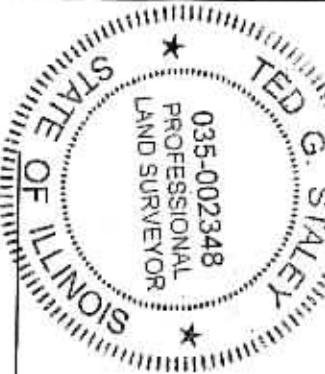
THIS DOCUMENT IS NOT VALID WITHOUT THE SURVEYOR'S SEAL.

STATE OF ILLINOIS } S.S.
COUNTY OF DUPAGE }

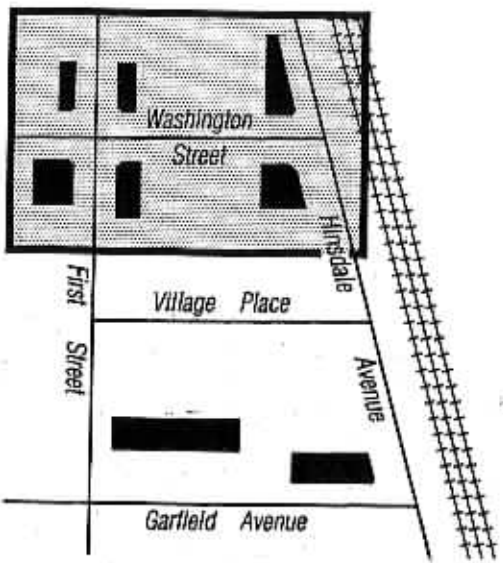
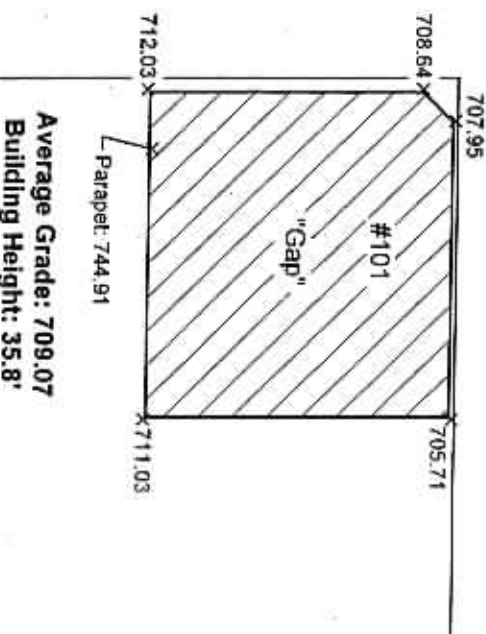
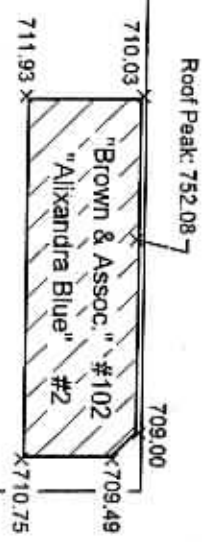
GENESIS SURVEYING AND ENGINEERING, P.C. HEREBY CERTIFIES THAT THIS PROFESSIONAL SERVICE WAS PERFORMED UNDER THE DIRECTION OF AN ILLINOIS LICENSED LAND SURVEYOR. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 17th DAY OF February, A.D. 2010

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2348
REGISTERED AGENT OF GENESIS SURVEYING AND ENGINEERING, P.C.
LICENSE TO BE RENEWED NOV. 30, 2010



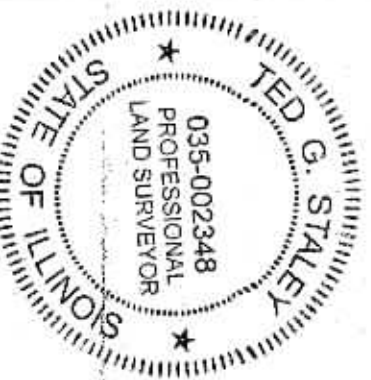
First Street



Sheet Location Map
(not to scale)

PREPARED BY: **Genesis Surveying and Engineering, PC**
PROFESSIONAL DESIGN FIRM No. 184-002922
71 W. 61st STREET
WESTMONT, ILLINOIS 60559
PH (630) 271-0830 FAX (630) 271-0833

JOB NUMBER: 10-019	SCALE: N/A	DRAWN BY: D.S.
CLIENT: VILLAGE OF HINSDALE	DATE: FEBRUARY 17, 2010	
DATE OF FIELD WORK COMPLETION: 02-15-10	SHEET: 1 OF 2	
REVISIONS:		



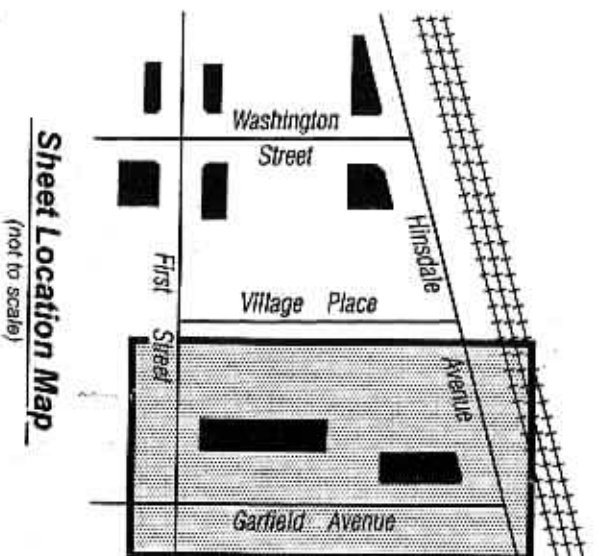
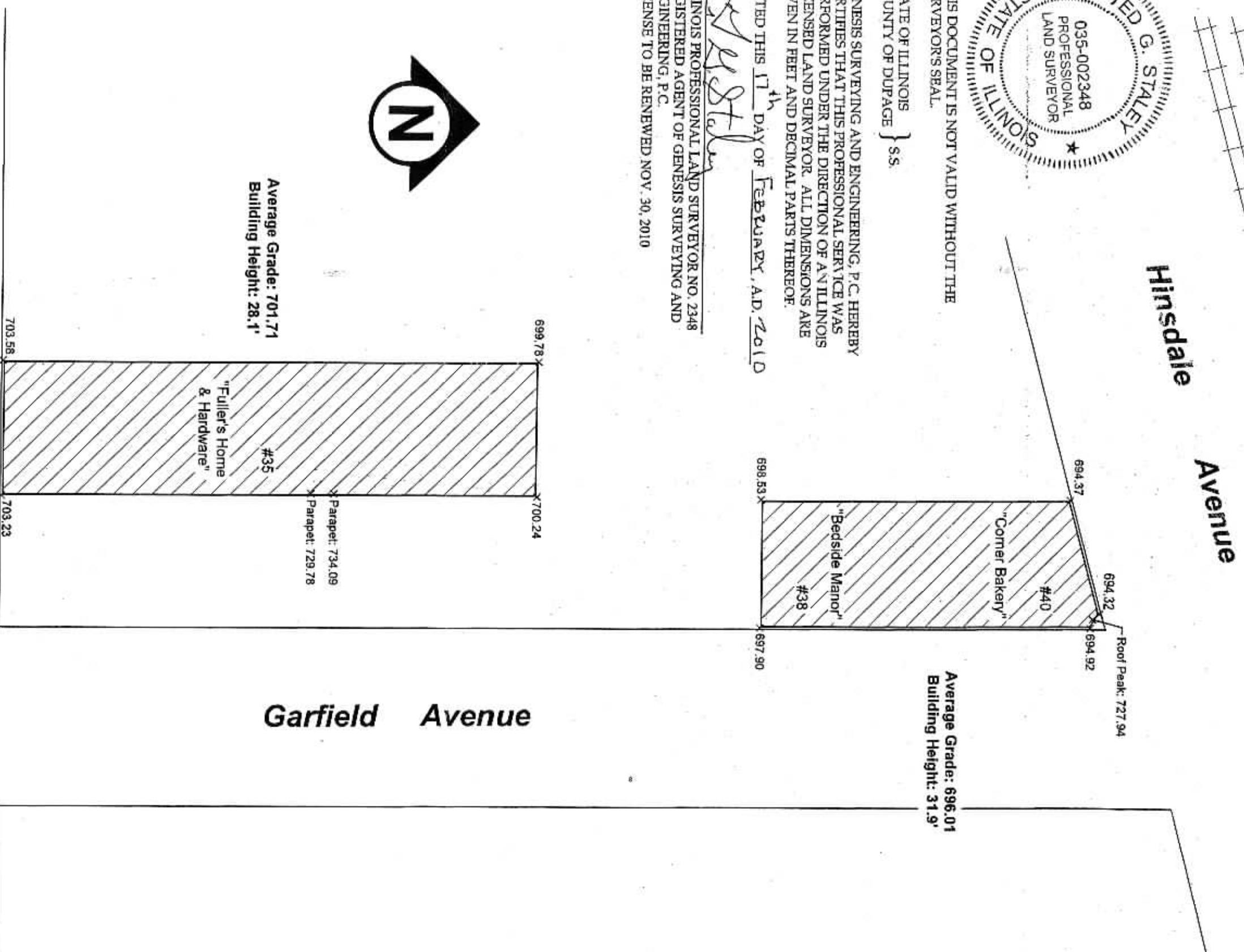
THIS DOCUMENT IS NOT VALID WITHOUT THE SURVEYOR'S SEAL.

STATE OF ILLINOIS } S.S.
COUNTY OF DUPAGE }

GENESIS SURVEYING AND ENGINEERING, P.C. HEREBY CERTIFIES THAT THIS PROFESSIONAL SERVICE WAS PERFORMED UNDER THE DIRECTION OF AN ILLINOIS LICENSED LAND SURVEYOR. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 17th DAY OF FEBRUARY, A.D. 2010

Ted G. Staley
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2348
REGISTERED AGENT OF GENESIS SURVEYING AND ENGINEERING, P.C.
LICENSE TO BE RENEWED NOV. 30, 2010



Sheet Location Map
(not to scale)

PREPARED BY: Genesis Surveying and Engineering, PC			
PROFESSIONAL DESIGN FIRM No. 184-002922			
71 W. 61st STREET WESTMONT, ILLINOIS 60559 PH (630) 271-0930 FAX (630) 271-0933			
JOB NUMBER: 10-019	SCALE: N/A	DRAWN BY: D.S.	
CLIENT: VILLAGE OF HINSDALE	DATE: FEBRUARY 17, 2010		
DATE OF FIELD WORK COMPLETION: 02-15-10	SHEET: 2 OF 2		
REVISIONS:			

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING DEPARTMENT
SECTION NUMBER Zoning and Public Safety Committee	Community Development
ITEM Case A-28-2009 - Applicant: Insite RE, Inc. as agent for T-Mobile, Verizon Wireless, US Cellular and Clearwire - Location: 333 W. 57 th Street – Hinsdale Central High School: Special Use Permit for a Wireless Antenna and Site Plan/Exterior Appearance	APPROVAL

The applicant Insite RE, Inc. as agent for the above referenced cell carriers, is proposing to co-locate a total of four new cellular antenna facilities (a total of 36 antennas) on the existing water tower with the associated equipment to be housed in a ground level facility, at the base of the water tower located at 333 W. 57th Street in the IB Institutional Buildings District. Subsection 7-305I states that personal wireless services antennas of this nature are special uses. The proposed antennas would be the first on the property at 333 W. 57th.

ZONING HISTORY/CHARACTER OF AREA

The site currently contains the Villages' water tower and is adjacent to Hinsdale Central High School's campus on three sides of the existing zoning lot. The property to the south is located in the R-3, Single-Family Residential District and contains both vacant property and single-family homes. Directly north, east and west of the subject property is Hinsdale Central High School.

GENERAL STAFF COMMENTS

Subsection 7-305I of the Zoning Code states that personal wireless services antennas are Special Uses in the IB Institutional Buildings District when the antennas would not otherwise be permitted pursuant to section 7-302. Paragraph 7-309B(4) of the Zoning Code states that panel antennas shall not exceed two feet horizontally and five feet vertically. The applicant has confirmed that none of the proposed antennas exceed these dimensions.

The plans submitted depict a total of 36 antennas to be located on the existing water tower, with an equipment shelter proposed at ground level on the existing zoning lot, west of the water tower. The antennas are proposed to be spaced in a manner to wrap entirely around the existing tower. The antennas will vary in height and width, depending on carrier however as stated previously, the applicant has confirmed that none of the proposed antennas will exceed the required dimensions. Staff does not believe that there would be any additional impact to historic structures within the Village as they would not be visible from any historic sites and the applicant has indicated that they will further mitigate any potential visual impacts by painting the antennas and cables to match the existing water tower. This property is not listed on the National Register of Historic Places and is not designated as a Local Landmark by the Village of Hinsdale. The antennas would be placed on the water tower in accordance with Subparagraph 7-310E3(c)(iii) which states that directional or panel antennas may not extend above the highest point of the building or structure to which they are attached or more than two feet from the exterior of any wall or roof of the building or structure to which they are attached, provided, however, that such antennas may extend up to eight feet above the highest point of any water tower to which they are attached. As depicted in the attached drawings, the proposed antennas would be located below the highest point of the existing water tower.

The Federal Telecommunications Act prohibits local governments from considering environmental effects of radio frequency emissions to the extent that such facilities comply with the FCC's regulations concerning such emissions when reviewing antenna locations. Carriers are responsible for being EMF compliant (electromagnetic field levels) with Federal regulations.

The plans submitted indicate that the proposed equipment shelter will have an overall height of 12'-6" and located on the west side of the existing water tower. Subparagraph 7-310E3(c)(iv) states that electronic equipment and equipment structures shall not exceed applicable district height regulations. Subsection 7-310A states a maximum building height of 40 feet. The applicant has also proposed additional landscaping along the southwest corner of the lot to provide a buffer for the equipment shelter from the single-family residences and 57th Street. Subparagraph 7-310E11(c) which states a setback of not less than 300 feet, pertains to antennas and antenna support structures of a tower design, which this request is not.

At the February 10, 2010 Plan Commission meeting the commission reviewed the application submitted by Insite RE, Inc. and recommended approval (5-2, 2 absent) of the request for a Special Use Permit and Site Plan/Exterior Appearance Approval to co-locate a total of 36 new antennas on the existing water tower, with the associated equipment housed in a ground level facility at the base of the water tower, subject to the following conditions:

1. The cell providers must use natural gas, rather than diesel, for the purpose of powering the back-up generators within the equipment shelter.
2. The applicant will provide a noise study for the proposed back-up generators to assess noise levels produced by the generators outside of the proposed equipment shelter.




Review Criteria

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-602E pertaining to Standards for special use permits;
2. Subsection 11-604F pertaining to Standards for site plan disapproval; and
3. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the draft findings and recommendations from the Plan Commission and the draft ordinances.

MOTION: Move that the request be forwarded to the Board of Trustees to approve an "Ordinance Approving a Special Use Permit, Site Plans and Exterior Appearance Plans for the Installation of New Cellular Antennas and an Equipment Shelter, at the Property Located at 333 W. 57th Street."

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

HINSDALE PLAN COMMISSION

RE: Case A-28-2009 - Applicant: Insite RE, Inc. as agent for T-Mobile, Verizon Wireless, US Cellular and Clearwire - Location: 333 W. 57th Street - Request: Special Use Permit and Exterior Appearance/Site Plan Review Approval for Installation of Cellular Antennas and Accessory Equipment.

DATE OF PLAN COMMISSION REVIEW: February 10, 2010

DATE OF ZONING AND PUBLIC SAFETY REVIEW: February 22, 2010

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Insite RE, Inc. as agent for T-Mobile, Verizon Wireless, US Cellular and Clearwire ("Applicant"), submitted an application to the Village of Hinsdale for a special use permit and exterior appearance/site plan review approval (the "Application") to allow the installation of 36 new cellular antennas on the existing water tower with the associated equipment to be housed in a ground level facility, at the base of the water tower located on the property known as 333 W. 57th Street, Hinsdale, Illinois (the "Property").
2. The Property is located within the IB, Institutional Buildings District in which cellular antennas are authorized as special uses.
3. The Applicant proposes to install a total of thirty-six cellular antennas on the lawfully existing water tank structure with a new equipment shelter on the Property.
4. The Plan Commission heard comments from the audience regarding the proposed site improvements and special use permit at the public hearing held on the Application on February 10, 2010.
5. The applicant agreed to utilize natural gas rather than diesel and also provide a noise study for the proposed back-up generators.
6. The Plan Commission specifically finds that the Application, as a whole, satisfies the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit, Subsection 11-604F pertaining to standards for site plan disapproval and Section 11-606 of the Zoning Code governing exterior appearance review.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for a Special Use permit to allow the installation of new antennas on the water tank at the Property, with the associated ground level equipment shelter, subject to the following conditions:

1. The applicable cell providers must use natural gas, rather than diesel, for the purpose of powering the back-up generators within the equipment shelter.
2. The Applicant shall provide a noise study for the proposed back-up generators to assess noise levels produced by the generators outside of the proposed equipment shelter.

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for exterior appearance/site plan review approval for the installation of new antennas and the associated ground level equipment shelter, located on the water tank at the Property.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2010.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT, SITE
PLANS AND EXTERIOR APPEARANCE PLANS FOR THE
INSTALLATION OF NEW CELLULAR ANTENNAS AND AN
EQUIPMENT SHELTER AT THE PROPERTY
LOCATED AT 333 WEST 57TH STREET
(Plan Commission Case No. A-28-2009)**

WHEREAS, Insite RE, Inc., filed an application for a special use permit and site plan and exterior appearance approval (the "Application") to allow for the installation of thirty-six (36) new cellular antennas and an equipment shelter on the water tower located at the property commonly known at 333 West 57th Street, and legally described in Exhibit A, attached hereto and incorporated herein (the "Subject Property"); and

WHEREAS, the Subject Property is located within the IB Institutional Buildings District in which cellular antennas are authorized as special uses pursuant to Subsection 7-305I of the Village of Hinsdale Zoning Code; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on February 10, 2010, pursuant to notice thereof properly published in the Hinsdalean on January 21, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application, as set forth in the Plan Commission's Findings and Recommendations for PC Case No. A-28-2009, incorporated herein by reference as though fully set forth; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on February 22, 2010, considered the Application and the recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits and Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Approval of Special Use Permit for New Cellular Antennas and an Equipment Shelter. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves a special use permit for the installation of thirty-six new cellular antennas and an equipment shelter on the lawfully existing water tower located at the property commonly known as 333 West 57th Street, and legally described in Exhibit A, subject to the conditions stated in Section 4 of this Ordinance.

Section 3. Approval of Site Plans and Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plans and exterior appearance plans attached to and, by this reference, incorporated into this Ordinance as Exhibit B (the "Approved Plans"), subject to the conditions stated in Section 4 of this Ordinance.

Section 4. Conditions. The approvals granted in Sections 2 and 3 of this Ordinance are expressly subject to all of the following conditions:

A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.

C. Compliance with Approved Plans. All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved planned development plans, including without

limitation the Approved Site Plans, the Approved Exterior Appearance Plans, and other Village-approved plans.

D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

E. Back-Up Generators. The Applicant shall utilize natural gas rather than diesel gas for the purpose of providing power to the applicable back-up generators.

Section 5. Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 6. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO
THE CONDITIONS OF THIS ORDINANCE:**

By:
Its:

Date: _____, 2010

Z:\PLS\Village of Hinsdale\Ordinances\2010\10-xx 333 W. 57th 02-16-10.doc

EXHIBIT A

LEGAL DESCRIPTION

THE EAST 200 FEET OF THE NORTH HALF OF LOT 4 IN BLOCK 7 OF BRANIGAR BROS. HINSDALE FARMS A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS. ALSO;

A PARCEL OF LAND FOR ACCESS AND UTILITY EASEMENT PURPOSES, BEING PART OF THE EAST 200 FEET OF THE NORTH HALF OF LOT 4, BLOCK 7 IN BRANIGAR BROS HINSDALE FARMS BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER) OF SECTION 13 TOWNSHIP 38 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST 200 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 07 SECONDS WEST ALONG THE EAST LINE THEREOF 25.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 31 MINUTES 50 SECONDS WEST PARALLEL WITH THE NORTH LINE OF PENZE'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN DUPAGE COUNTY AS INSTRUMENT NUMBER 495827 ON APRIL 16, 1946, A DISTANCE OF 183.41 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 07 SECONDS WEST, 88.01 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 53 SECONDS EAST, 14.50 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 07 SECONDS EAST, 73.00 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 53 SECONDS EAST, 22.83 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 07 SECONDS EAST, 3.16 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 50 SECONDS EAST, 146.08 FEET TO THE EAST LINE OF THE AFORMENTIONED EAST 200 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 07 SECONDS EAST, 12.00 FEET TO THE POINT OF BEGINNING.

PREPARED FOR

US Cellular

FORGE SERVICES, INC.

1000 BROADWAY

NEW YORK, NY 10003

212.691.1000

KAMRY

LANDSCAPE ARCHITECTS & ENGINEERS

100 WEST 42ND STREET

NEW YORK, NY 10018

212.691.1000

PROJECT NO. 0802-28

DESIGN BY: JF

CHECKED BY: JF

DATE

10/07/2008

DATE SIGNED

8851627

HINSDALE WT

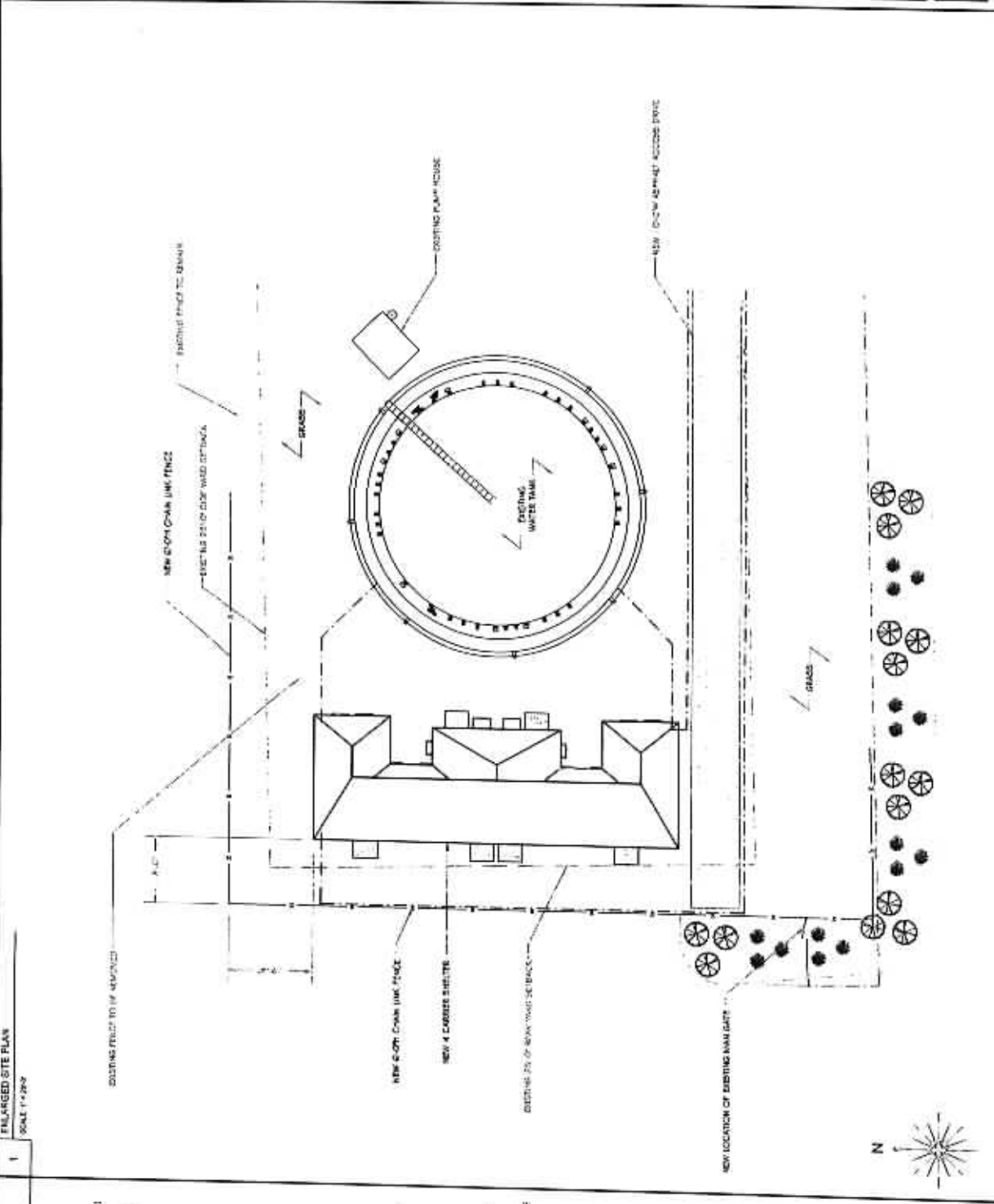
338 W. 37TH STREET

HINSDALE, IL 60521

WATER TOWER

ENLARGED SITE PLAN

C2.1



LEGEND	
○	MANHOLE/ACCESS VAULT
●	CATCH BASIN
■	CURB INLET
■	VAULT (INDIVIDUAL SERVICE)
■	ARE PROHIBIT
■	STREET LIGHT/POST
■	UTILITY/POLE
■	SLY/STANCHION
○	TELEPHONE/STREET
○	ELECTRIC METER
○	GAS METER
○	TRAFFIC SIGNAL
○	TRAFFIC SIGNAL BOX
○	MAIL BOX
○	MANHOLE
○	PERMIT END OF PAV
○	CHAIN LINK FENCE
○	WOOD FENCE
○	DEPRESSURE DUNE
○	CONCRETE CURB & GUTTER
○	SANITARY SEWER
○	STORM SEWER
○	WATER MAIN
○	OVERHEAD ELECTRIC
○	UNDERGROUND ELECTRIC
○	SUBSTANTIAL TELEPHONE
○	UNDERGROUND TELEPHONE
○	ONE LINE
○	CABLE LINE
○	RAILROAD
○	TRUCK BED/DOOR
○	TREE (NON DECIDUOUS)
○	SHRUB
○	COMPOSITE LINE
○	SPOT ELEVATION
○	TOP OF FOUNDATION
○	TOP OF CONCRETE/CEMENT
○	FIRST FLOOR
○	ADJACENT GROUND LEVEL
○	BOUNDARY LINE
○	CONCRETE
○	ASPHALT
○	GRAVEL
○	GRASS
○	NEW BUILDING/IMPROVEMENT
○	EXISTING BUILDING
○	LEASE SITE
○	ACCESS EASEMENT

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

WATER TANK VOLUME: 293,804 CU. FT.

NEW FINE ANTENNAS
FOR 40 CHANNELS

T-1 TANK
ELEV. +104'-0" ±

NEW DOME
ELEV. +100'-0" ±

20 ANTENNAS
ELEV. +98'-0" ±

1 CAP PLATE
ELEV. +97'-0" ±

EXISTING STRUCTURE SEE P. 10

CONCRETE RINGS UP TANK WITH
COVER TO BE PAINTED TO MATCH
WATER TANK

CONCRETE RINGS UP TANK WITH
COVER TO BE PAINTED TO MATCH
WATER TANK

ORIGINAL WATER TANK

NEW 4 CORNER STEEL BRACE, TRUSSE & AND TRIM
STRUCTURE SHALL BE DETERMINED AND APPROVED
BY VILLAGE BY VILLAGE

FINISHED GRADE
ELEV. +100'-0" ±

WSP-100-100

US Cellular

forge
D.C.

FORGE ENGINEERING, INC.
10000 N. 10TH AVE.
SUITE 100
DENVER, CO 80231

kamry
KAMRY ENGINEERING, INC.
10000 N. 10TH AVE.
SUITE 100
DENVER, CO 80231

PROJECT NO. 10000
DRAWN BY: JF
CHECKED BY: JF

DATE: 10/10/09
BY: JF

DATE: 10/10/09

PROJECT NO. 10000

881627
HINSDALE, IL
330 W. 57TH STREET
HINSDALE, IL 60521
WATER TOWER

ELEVATION

C3.1

10/10/09 10:00 AM 10/10/09 10:00 AM 10/10/09 10:00 AM

EXHIBIT "B"

Jessi,

To follow up on our conversation and provide the sound levels you requested, please see below and attached information.

The 35kW Diesel fueled generators are powered by a John Deere engine. The noise levels for this open generator (un-housed) will be approximately 79.4 d(B)A at 7 meters when fully loaded. The exhaust noise has been isolated from the engine, alternator and radiator assembly to represent the sound attenuation levels of the genset only. The exhaust noise measures 81.4d(B)A and 93 d(B)A at 7 meters for no load and full load conditions respectively.

The Natural Gas/LP fueled generators (General Motors powered) will produce a generator noise of 81.9 d(B)A at 7 meters when fully loaded (isolated exhaust). The exhaust noise will be similar to the John Deere based generators.

The attached file is the technical information for a 35kW diesel fueled generator; USCC Article Number 93856 - 35kW STD Gen Dsl Open w 240gal. This same configuration is also available with a 350 gallon tank (USCC #89657).

I will forward similar information for the 35kW gaseous fueled (nat gas or LP) under a separate email due to file size (USCC# 99556 - 35kW STD Gen L/P Vapor Open Unit). This and the Natural Gas (#99588) unit share the same configuration.

Please let me know if you need additional information.

Lynn Green

*Manager, National Accounts & Integrated Systems
Kohler Power Systems
444 Highland Drive, MS 072
Kohler, WI 53044
(920) 453-6344 Office
(920) 698-1355 Cell
(920) 459-1646 Fax
lynn.green@kohler.com*

Find your Power System Solutions at www.kohlerpower.com

Experience Gracious Living at www.kohler.com



Marvair Sound Data “AVP Models”

The tabulated sound level data was taken directly in line with the front of the condenser coil / condenser air outlets of each wall – mount air conditioner. The meter was placed approximately 70 degrees up from horizontal.

The tabulated data has not been corrected with respect to background noise.

All measured sound levels have been rounded to the nearest decibel.

The value contained in the tabulated data should be viewed as approximate / reference values only. Actual values may vary with each situation.

Randy Cliett
Project Engineer

Marvair Sound Data "AVP Models"

TEST MODEL: AVP12ACA

TEST DATE: 03/16/00

**DISTANCE FROM UNIT
"FEET"**

5
10
20
30
40
50
60

**SOUND LEVEL
"dBA"**

65
62
60
56
53
52
51

BACKGROUND: 42 - 46 dBA

TEST MODEL: AVP24ACA

TEST DATE: 03/16/00

**DISTANCE FROM UNIT
"FEET"**

5
10
20
30
40
50
60

**SOUND LEVEL
"dBA"**

66
61
56
53
51
50
49

BACKGROUND: 39 - 49 dBA

Marvair Sound Data "AVP Models"

TEST MODEL: AVP36 COMPAC I

TEST DATE: 03/16/00

**DISTANCE FROM UNIT
"FEET"**

**5
10
20
30
40
50
60**

**SOUND LEVEL
"dBA"**

**70
66
62
58
56
55
53**

BACKGROUND: 42 - 48 dBA

TEST MODEL: AVP36 COMPAC II

TEST DATE: 03/16/00

**DISTANCE FROM UNIT
"FEET"**

**5
10
20
30
40
50
60**

**SOUND LEVEL
"dBA"**

**72
68
63
61
58
57
56**

BACKGROUND: 42 - 48 dBA

Marvair Sound Data "AVP Models"

TEST MODEL: AVP60 COMPACT

TEST DATE: 03/16/00

DISTANCE FROM UNIT
"FEET"

5
10
20
30
40
50
60
70
80

SOUND LEVEL
"dBA"

73
70
65
63
61
60
58
57
56

BACKGROUND: 42 - 48 dBA

• Decibel Table – Loudness Comparison Chart•

Table of Sound Levels (dB Scale) and the corresponding Units of Sound Pressure and Sound Intensity

To get a feeling for decibels, look at the table below which gives values for the sound pressure levels of common sounds in our environment. Also shown are the corresponding sound pressures and sound intensities. From these you can see that the decibel scale gives numbers in a much more manageable range. Sound pressure levels are measured without weighting filters. The values are averaged and can differ about ± 10 dB. With sound pressure is always meant the effective value (RMS) of the sound pressure, without extra announcement. The amplitude of the sound pressure means the peak value. The ear is a sound pressure receptor, or a sound pressure sensor, i.e. the ear-drums are moved by the sound pressure, a sound field quantity. It is not an energy receiver. When listening, forget the sound intensity as energy quantity. The perceived sound consists of periodic pressure fluctuations around a stationary mean (equal atmospheric pressure).

This is the change of sound pressure, which is measured in pascal (Pa) $\equiv 1 \text{ N/m}^2 \equiv 1 \text{ J/m}^3 \equiv 1 \text{ kg/(m}\cdot\text{s}^2)$. Usually p is the RMS value.

Table of sound levels L (loudness) and corresponding sound pressure and sound intensity

Sound Sources	Sound Pressure Level L_p dB SPL	Sound Pressure p N/m ² = Pa	Sound Intensity I W/m ²
Examples with distance			
Jet aircraft 50 m away	140	200	100
Threshold of pain	130	63.2	10
Threshold of discomfort	120	20	1
Chain saw, 1 m distance	110	6.3	0.1
Disco, 1 m from speaker	100	2	0.01
Diesel truck, 10 m away	90	0.63	0.001
Kerb side of busy road, 5 m	80	0.2	0.0001
Vacuum cleaner, distance 1 m	70	0.063	0.00001
Conversational speech, 1 m	60	0.02	0.000001
Average home	50	0.0063	0.0000001
Quiet library	40	0.002	0.00000001
Quiet bedroom at night	30	0.00063	0.000000001
Background in TV studio	20	0.0002	0.0000000001

Rustling leaves in the distance	10	0.000063	0.000000000001
Threshold of hearing	0	0.00002	0.0000000000001

Assumption: The maximum sound pressure is 194 dB SPL. That cannot be exceeded because the average air pressure of 101325 Pa. This theoretical idea is not correct, because a chaotic noise can also be asymmetrical. There is no upper noise limit.

The sound level depends highly on the distance between the sound source and the place of measurement.
A sound pressure level L_p in decibels without the given distance r to the sound source is really useless. That error happens quite often.

The total sound power is emitted by the sound source. Sound power levels are connected to the sound source and are independent of distance. Sound pressure levels vary substantially with distance from the source.

Sound Field Quantities	Sound Energy Quantities
Sound pressure, sound or particle velocity, particle displacement or particle amplitude, (voltage, current, electric resistance),	Sound intensity, sound energy density, sound energy, acoustic power, (electrical power),
Inverse Distance Law $1/r$	Inverse Square Law $1/r^2$

The reference sound pressure level for 0 dB SPL is the sound pressure $p_0 = 20 \mu\text{Pa} = 20 \times 10^{-6} \text{ Pa} = 2 \times 10^{-5} \text{ Pa} = 0.00002 \text{ N/m}^2$. That is the threshold of hearing. (The reference sound intensity is $I_0 = 10^{-12} \text{ W/m}^2$.) Pa = Pascal.

There is no "dBA" value given as threshold of human hearing. These values are not given as dBA, but as dB SPL, that means without any weighting filter.

$$L_p = 20 \log_{10} \left(\frac{p}{p_0} \right) \text{ in dB} = L_I = 10 \log_{10} \left(\frac{I}{I_0} \right) \text{ in dB}$$

Differentiate between sound pressure p as a "sound field quantity" and sound intensity I as a "sound energy quantity". $I \approx p^2$ for progressive plane waves. When it comes to our ears and the hearing, it is recommended that the inappropriate expression of the sound energy parameters, such as sound power (acoustic power) and sound intensity to leave aside. So we are just listening to the sound pressure as sound field quantity, or the sound pressure level SPL.

The sound pressure level decreases in the free field with 6 dB per distance doubling. That is the $1/r$ law.

Often it is argued the sound pressure would decrease after the $1/r^2$ law.

(Inverse square law). That's wrong.
The sound pressure in a free field is inversely proportional to the distance from the microphone to the source. $p \sim 1/r$.


How does the sound decrease with increasing distance?

Damping of sound level with distance

Relation of sound intensity, sound pressure and **distance law**:

From this follows

$$I \sim p^2 \sim \frac{1}{r^2}$$

$$p \sim \frac{1}{r}$$


Note: The often used term "intensity of sound pressure" is not correct.
Use "magnitude", "strength", "amplitude", or "level" instead.
"Sound intensity" is sound power per unit area, while "pressure" is a measure of force per unit area. Intensity (sound energy quantity) is not equivalent to pressure (sound field quantity).

dB scale for field quantities, like volts and sound pressures



The sound pressure is the force F in newtons N of a sound on a surface area A in m^2 perpendicular to the direction of the sound. The SI-unit for the sound pressure p is $N/m^2 = Pa$. $p \sim 1/r$.

Note - Comparing dB SPL and dBA:

There is no conversion formula for measured dBA values to sound pressure level dB SPL or vice versa.
That is only possible measuring one single frequency.

There is no "dBA" curve given as threshold of human hearing.

Words to the wise: Always wonder what a manufacturer is hiding when they use A-weighting. *)

*) <http://www.google.com/search?oq=always+wonder+what+a+manufacturer+Rane&file=0>

Readings of a pure 1 kHz tone should be identical, whether weighted or not.

How loud is dangerous? Typical dbA levels

190 dbA	Heavy weapons, 10 m behind the weapon (maximum level)
180 dbA	Toy pistol fired close to ear (maximum level)
170 dbA	Slap on the ear, firecracker explodes on shoulder, small arms at a distance of 50 cm (maximum level)
160 dbA	Hammer stroke on brass tubing or steel plate at 1 m distance, baggy deployment very close at a distance of 30 cm (maximum level)
150 dbA	Hammer stroke in a smithy at 5 m distance (maximum level)
140 dbA	Gas hand clipping at 1 m distance (maximum level)
130 dbA	Whistle at 1 m distance, test run of a jet at 15 m distance
120 dbA	Threshold of pain, above this fast-acting hearing damage in short action is possible
115 dbA	Take-off sound of planes at 10 m distance
110 dbA	Siren at 10 m distance, frequent sound level in discotheques and close musicians (maximum level)
105 dbA	Chain saw at 1 m distance, banging car door at 1 m distance (maximum level), racing car at 40 m distance, possible level with music head phones
100 dbA	Frequent level with music, jack hammer at 10 m distance
95 dbA	Loud crying, hand circular saw at 1 m distance
90 dbA	Angle grinder outside at 1 m distance
85 dbA	Over a duration of 40 hours a week hearing damage is possible
80 dbA	Very loud traffic noise of passing lorries at 7.5 m distance, loud VVC flash at 1 m distance
75 dbA	Passing car at 7.5 m distance, unbalanced wood shredder at 10 m distance
70 dbA	Level close to a main road by day, quiet hair dryer at 1 m distance to ear
65 dbA	Bad risk of heart circulation disease at constant impact is possible
60 dbA	Blow lawn mower at 10 m distance
55 dbA	Low volume of radio or TV at 1 m distance, noisy vacuum cleaner at 10 m distance
50 dbA	Refrigerator at 1 m distance, bird twitter outside at 15 m distance
45 dbA	Noise of normal living, talking, or radio in the background
40 dbA	Distraction when learning or concentration is possible
35 dbA	Very quiet room fan at low speed at 1 m distance
25 dbA	Sound of breathing at 1 m distance
0 dbA	Auditory threshold

Table of the Threshold of pain

What is the threshold of pain?

You can find the following rounded values in various audio articles:

Sound pressure level	Sound pressure
L_p	p
140 dB SPL	200 Pa
137.5 dB SPL	150 Pa

124 dB SPL	100 Pa
120 dB SPL	20 Pa

The Psychoacoustic Loudness

Notice: Psychoacousticians say, that a 10 dB increase of level gives the impression of the doubling of loudness (volume). Your loudspeakers need 10 times more power. If you have 6 violins as source, then you have to tenfold the violins, so you need 60 violins to double the psycho-acoustic volume.

Half loudness - level:	-10 dB	Double loudness - level:	+10 dB
Half sound pressure - level:	-6 dB	Double sound pressure - level:	+6 dB
Half power - level:	-3 dB	Double power - level:	+3 dB
fourfold power - level:	+6 dB	Tenfold power - level:	+10 dB
Double distance:	-6 dB	Double sources (Double power) +3 dB	

Sound Level Comparison Chart and the Factors

Table of sound level dependence and the change of the respective factor to subjective volume (loudness), objective sound pressure (voltage), and sound intensity (acoustic power)
How many decibels (dB) change is double, half, or four times as loud?
 How many dB to appear twice as loud (twofold)? Here are all the different factors.
 Factor means "how many times" or "how much" ... Doubling of loudness.

Level Change	Volume Loudness	Voltage Sound pressure	Acoustic Power Sound intensity
+40 dB	16	100	10000
+30 dB	8	31.6	1000
+20 dB	4	10	100
+10 dB	2.0 = double	3.16 = $\sqrt{10}$	10
+6 dB	1.52 fold	2.0 = double	4.0
+3 dB	1.23 fold	1.414 fold = $\sqrt{2}$	2.0 = double
-20 dB	1.0	1.0	1.0
-3 dB	0.816 fold	0.707 fold	0.5 = half
-6 dB	0.630 fold	0.5 = half	0.25
-10 dB	0.5 = half	0.316	0.01
-20 dB	0.25	0.100	0.01
-30 dB	0.125	0.0316	0.001
-40 dB	0.0625	0.0100	0.0001
Log. quantity	Psycho quantity	Field quantity	Energy quantity
dB change	Loudness multipl.	Amplitude multiplier	Power multiplier

The psycho-acoustic volume or loudness is a subjective sensation size.

Is 10 dB or 6 dB sound level change for a doubling or halving of the loudness (volume) correct?
 About the connection between sound level and loudness, there are various theories. Far spread is still the

theory of psycho-acoustic pioneer Stanley Stevens, indicating that the doubling or halving the sensation of loudness corresponds to a level difference of 10 dB. Recent research by Richard M. Warren, on the other hand leads to a level difference of only 6 dB. *) This means that a double sound pressure corresponds to a double loudness. The psychologist John G. Neuhoff found out that for the rising level our hearing is more sensitive than for the declining level. For the same sound level difference the change of loudness from quiet to loud is stronger than from loud to quiet.

It is suggested that the same scale of loudness reflects the influence of known experimental biases and hence does not represent a fundamental relation between stimulus and sensation.

*) Richard M. Warren, "Elimination of Biases in Loudness Judgments for Tones"

It follows that the determination of the volume (loudness) which is double as loud should not be dogmatically defined. More realistic is the claim:

A doubling of the sensed volume (loudness) is equivalent to a level change approximately between 6 dB and 10 dB.

Psychoacoustic: Relationship between phon and sone

Conversion of sound units (levels)

Calculations of Sound Values and their Levels

Conversion of voltage V to dBm, dBu, and dBV

The total sound power is emitted from the sound source. The sound power level and the sound power is connected firmly with the sound source and is really independent of the distance. On the other hand, the SPL varies significantly with the distance from the sound source.

Question: What is the standard distance to measure sound pressure level away from equipment? There is no standard distance. It depends on the size of the sound source and the sound pressure level.

Sound pressure p in pascals is not the same physical quantity as intensity I or I in watts per square meter, ... and the sound power (acoustic power) does not decrease with distance r from the sound source - neither with $1/r$ nor as $1/r^2$.

Often the sound pressure as a sound field quantity is mixed incorrect with the sound intensity as a sound energy quantity. But $I = p^2$.

Note: The radiated sound power (sound intensity) is the cause - and the sound pressure is the effect.
The effect is of particular interest to the sound engineer.

The effect of temperature and the sound power

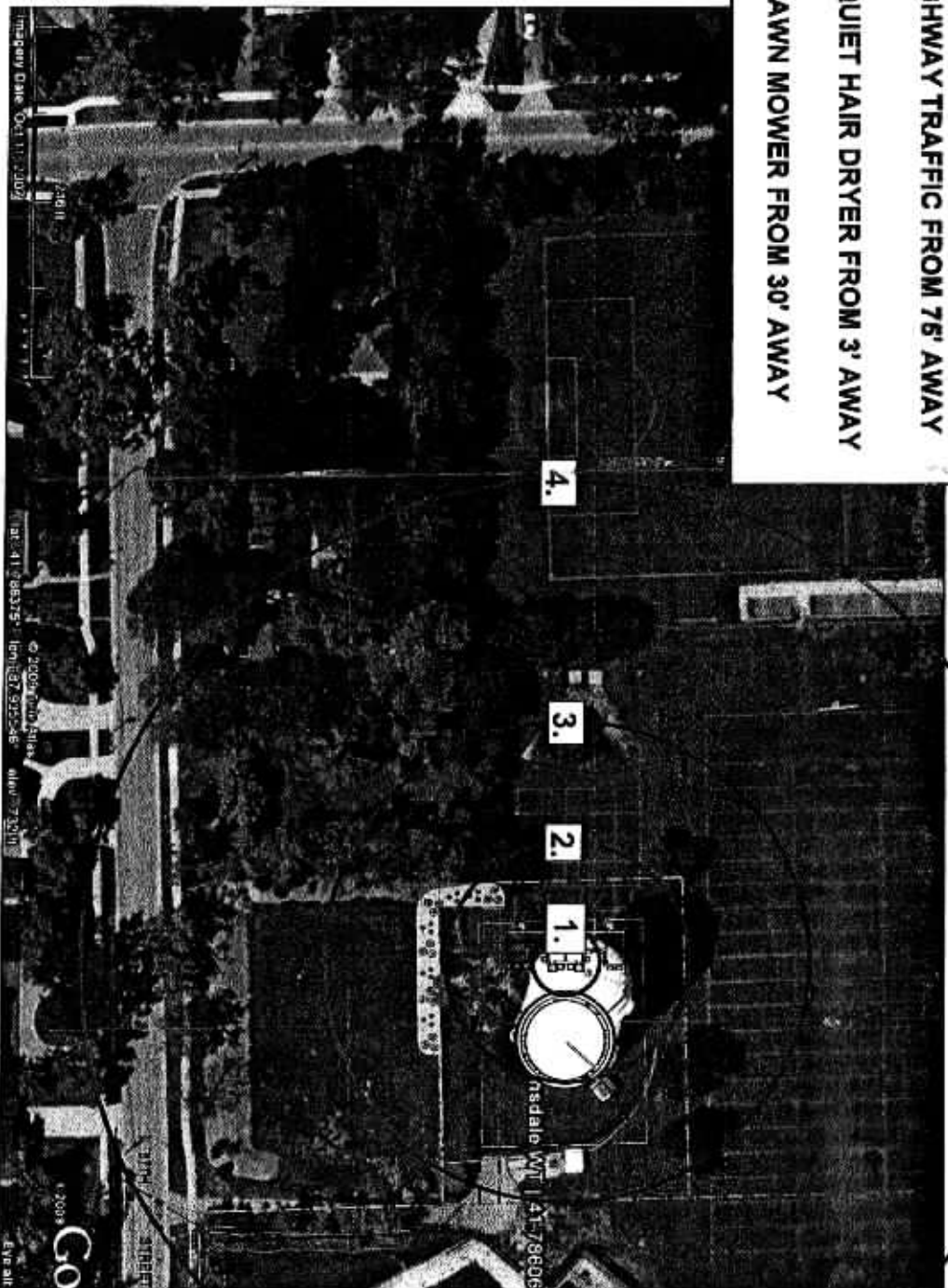
Acousticians and sound protectors (noise fighters) need the sound intensity (acoustic intensity). As a sound designer you don't need that: look out more for the sound pressure as an effect to your ears and to the microphones.

[back](#) 


[Search Engine](#) 

[home](#) 

1. A PASSING RAIL CAR FROM 21' AWAY
2. HIGHWAY TRAFFIC FROM 75' AWAY
3. A QUIET HAIR DRYER FROM 3' AWAY
4. A LAWN MOWER FROM 30' AWAY



PREPARED FOR



For more information, visit www.rockwell.com

Kenny
16100
800.777.6677

PROJECT NO. 130-2

ENCLOSURE

NAME	DATE	AGE
ALLISON CARR	10/15/88	8
ALLISON CARR	10/15/88	8
ALLISON CARR	10/15/88	8

CONTINUED

© 2008 Pearson Education, Inc. All rights reserved.

HENDDALE WT

220 W. 57TH STREET
MINNEAPOLIS, IL 55412
WATER TONER

SOUND EFFECT

ELEV 3

Submittal Package

Job Name: U.S. CELLULAR, IND. NATIONAL
Proposal: ACCOUNT

We are pleased to offer the following proposal for your consideration.
Thank you, U.S. CELLULAR, INDUSTRIAL NATIONAL ACCOUNT

TABLE OF CONTENTS

Section	Sub-Section	Literature
Quote		
Model 40REZG Spec Sheets		
Emissions Data	Emissions Data	Emissions Data
	EPA Certificate	EPA Certificate
Dimensional Drawings	Generator	ADV-7670
	Generator	ADV-7742
	Accessories	ADV-7689
	Controller	ADV-5849
Wiring Schematic Diagrams	Controller	ADV-7601
	Controller	GM63942
Warranty	Warranty	TP-5374
	Warranty	TP-5498
Prototype Test Certifications	Prototype Test Certification	G18-56
Misc	Interconnection Diagram	328912
	Battery Charger	GM28341
	Flexible Exhaust Adapter	273671
	Flexible Fuel Line	X-504
	Muffler Clamp	X-722
	Safeguard Breaker	X-796
	Silencer, Critical	253236
Pre-Startup Checklist	Pre-Startup Checklist	PreStartUpCheckList

GENERATOR SET

Model: 40REZG

This generator set equipped with a alternator operating at volts is rated for kW/ kVA.

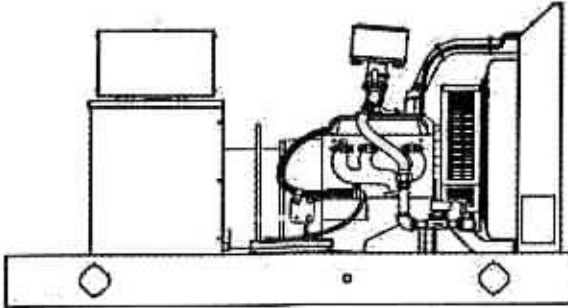
Configuration

Qty	Description
1	40REZG Generator Set
1	40REZG, LP/Nat Gas Fuel
1	Nameplate Rating, Standby 130 Degree
1	CONTACT FACTORY FOR ENGINEERING SPECIAL
1	Decal, UL2200 (cUL) Listing (Gas)
1	Voltage, 60Hz, 120/240V, 1Ph, 3W, 1.0PF
1	Alternator, 4Q5
1	Cooling, Unit Mtd. Radiator, 50C
1	Skid, 34" (Open Units Only)
1	Air Intake, Std. Duty
1	Controller, 16 Light, Dec3+, 12V
1	Fuel Code, LP Gas/LP Liquid
1	Control & Harness, 16Lt., 1Ph
1	Silencer, Critical, 3"NPT, SIEO
1	Flexible Exhaust Conn, 3"NPT
1	Block Heater, 1500W, 110-120V
1	Local Emergency Stop Button
1	Batt Chgr, Float, 90-120V, 12V-6A
1	Dry Contacts, 10SPDT, 10A
1	LCB, 175A, QBL, Therm Mag, 240V
1	Mtg, LCB, Q-Frame, 70-150A, 2 pole, 4P Alt
1	Neutral, 4P, Isolated
1	Covers, 4P J-Box Q-Frame LCB
1	Safeguard Breaker
1	Additional Gas Solenoid Valve
1	Rodent Guards, Non CSA, 4P
1	Coolant in Genset 7 gals.
1	Lit Kit, Production, 40REZG
1	Warranty, 1 Year Standby
1	Warranty, 5 Year Basic
1	Flexible Fuel Line (Nat/LP) UL

Spec Sheets

KOHLER POWER SYSTEMS

ISO 9001
KOHLER
POWER SYSTEMS
 NATIONALLY REGISTERED



Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The 60 Hz generator set engine is certified by the Environmental Protection Agency (EPA) to conform to Tier 1 stationary spark ignition emissions regulations.
- A one-year limited warranty covers all systems and components. Two-, five-, and ten-year extended warranties are also available.
- Alternator Features:
 - o The unique Fast-Response™ II excitation system delivers excellent voltage response and short circuit capability using a permanent magnet (PM)-excited alternator.
 - o The brushless, rotating-field alternator has broad range reconnectability.
- Other Features:
 - o Controllers are available for all applications. See controller features inside.
 - o The electronic, isochronous governor incorporates an integrated drive-by-wire throttle body actuator delivering precise frequency regulation.

Generator Set Ratings

Standby130C					
Alternator	Voltage	Ph	Hz	kW/kVA	Amps

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. Standby Ratings: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271. Prime Power Ratings: Prime power ratings apply to installations where utility power is unavailable or unreliable. At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-6528/1, overload power in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271. For limited running time and base load ratings, consult the factory. Obtain the technical information bulletin (TIB-101) on ratings guidelines for the complete ratings definitions. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. GENERAL GUIDELINES FOR DERATION: Altitude: Derate 1.3% per 100 m (328 ft.) elevation above 200 m (656 ft.). Temperature: Derate 3.0% per 10°C (18°F) temperature above 25°C (77°F). Dual fuel engines are optimized to run on the primary fuel (natural gas) and, as a result, the LPG ratings may not be attained. For dual fuel engines, use the natural gas ratings for both the primary and secondary fuels.

Model: 40REZG, continued

Alternator Specifications

Specifications	Alternator
Alternator manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Permanent-Magnet
Leads, quantity	12, Reconnectable
Voltage regulator	Solid State, Volts/Hz
Insulation	NEMA MG1
Insulation: Material	Class H
Insulation: Temperature Rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load Permanent magnet (PM) alternator	±2% Average
550 controller (with 0.5% drift due to temperature variation)	3-Phase Sensing, ±0.25%
One-Step Load Acceptance	100% of rating
Unbalanced load capability	100% of Rated Standby Current

- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling down stream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and drip-proof construction.
- Vacuum-impregnated windings with fungus-resistant epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- Fast-Response™ II brushless alternator with brushless exciter for excellent load response.

Model: 40REZG, continued

Engine

Engine Specifications	
Engine Manufacturer	General Motors
Engine Model	Industrial Powertrain Vortec 4.3L
Engine: type	4-Cycle, Natural Aspiration
Cylinder arrangement	V-6
Displacement, L (cu. in.)	4.3 (262)
Bore and stroke, mm (in.)	101.6 x 88.4 (4.00 x 3.48)
Compression ratio	9.05:1
Piston speed, m/min. (ft./min.)	318 (1044)
Main bearings: quantity, type	4, Babbitt
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	56 (75)
Engine power at standby rating, kW (HP)	53.7 (72)
Cylinder head material	Cast Iron
Piston: type, material	High Silicon Aluminum
Crankshaft material	Nodular Iron
Valve (exhaust) material Exhaust	Forged Steel
Governor: type, make/model	Electronic
Frequency regulation, no-load to-full load	Isochronous
Frequency regulation, steady state	±0.5%
Frequency	Fixed
Air cleaner type, all models	Dry

Exhaust

Exhaust System	
Exhaust Manifold Type	Dry
Exhaust flow at rated kW, m ³ /min. (cfm)	8.8 (310)
Exhaust temperature at rated kW, dry exhaust, EPA certified, °C (°F)	649 (1200)
Maximum allowable back pressure, kPa (in. Hg)	10.2 (3.0)
Exh. outlet size at eng. hookup, mm (in.)	76 (3.0) OD

Engine Electrical

Engine Electrical System	
Ignition system	Electronic, Distributor
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	12
Ampere rating	70
Starter motor rated voltage (DC)	12
Battery, recommended cold cranking amps (CCA):	
Qty., rating for -18 C (0°F)	One, 630
Battery voltage (DC)	12

Model: 40REZG, continued

Fuel

Fuel System	
Fuel type	LP
Fuel supply line inlet	1 NPTF
Natural gas/LPG fuel supply pressure, measured at the generator set fuel inlet downstream of any fuel system equipment accessories, kPa (in. H ₂ O)	1.74-2.74 (7-11)

Fuel Composition

Fuel Composition	
LP: Propane, % by volume	85 min.
LP: Propene, % by volume	5.0 max.
LP: C4 and higher, % by volume	2.5 max.
LP: Sulfur, ppm mass	25 max.
LP: Lower heating value, kJ/m ³ (Btu/ft ³), min.	67.5 (2260)
* Fuels with other compositions may be acceptable. If your fuel is outside the listed specifications, contact your local distributor for further analysis and advice.	

Lubrication

Lubrication System	
Type	Full Pressure
Oil pan capacity, L (qt.)	4.3 (4.5)
Oil pan capacity with filter, L (qt.)	5.7 (6.0)
Oil filter: quantity, type	1, Cartridge

Cooling

Radiator System	
Ambient temperature, °C (°F)	50 (122)
Engine jacket water capacity, L (gal.)	6.8 (8.1)
Radiator system capacity, including engine, L (gal.)	19.7 (5.2)
Engine jacket water flow, Lpm (gpm)	106.0 (28)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	39.2 (2230)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	533 (21)
Fan, kWm (HP)	3.0 (4.0)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)
Enclosure with enclosed silencer reduces ambient temperature capability by 5°C (9°F)	

Operation Requirements

Air Requirements	
Radiator-cooled cooling air, m ³ /min. (scfm) *	142 (5000)
Combustion air, m ³ /min. (cfm)	2.61 (92)
Heat rejected to ambient air: Engine, kW (Btu/min.)	16.0 (910)
Heat rejected to ambient air: Alternator, kW (Btu/min.)	6.3 (360)
*Air density = 1.20 kg/m ³ (0.075 lbm/ft ³)	

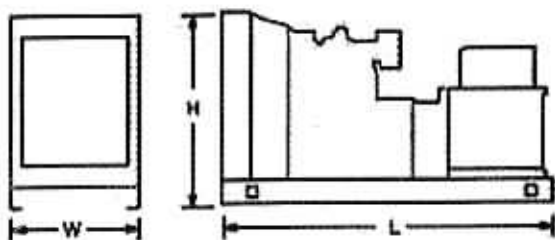
Model: 40REZG, continued

Fuel Consumption

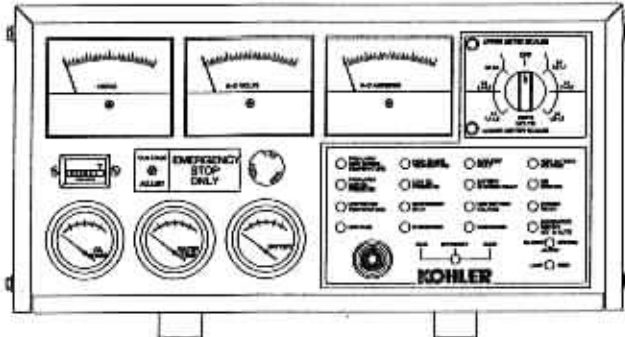
LP Gas, m³/hr. (cfh) at % load	Rating
Standby Fuel Consumption at 100% load	6.9 m³/hr. (242 cfh)
Standby Fuel Consumption at 75% load	5.4 m³/hr. (191 cfh)
Standby Fuel Consumption at 50% load	4.0 m³/hr. (141 cfh)
Standby Fuel Consumption at 25% load	2.9 m³/hr. (101 cfh)

Dimensions and Weights

Overall Size, L x W x H, mm (in.): Wide Skid	2200 x 1040 x 1172 (86.6 x 40.9 x 46.1)
Overall Size, L x W x H, mm (in.): Narrow Skid	2200 x 865 x 1172 (86.6 x 34.0 x 46.1)
Weight (radiator model), wet, kg (lb.):	565 (1246)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.



Decision-Maker™ 3+ Controller

General Description and Function

The generator set controller provides system control, monitoring, and diagnostics for optimum performance.

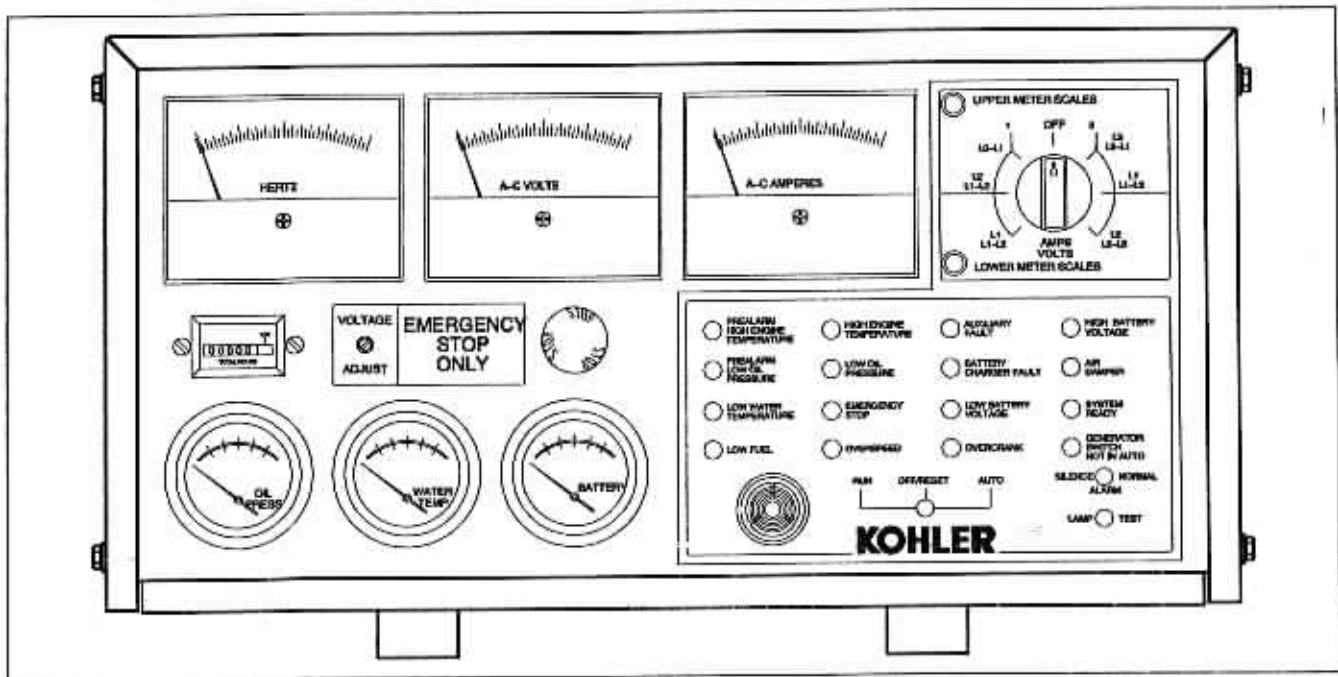
The generator set controller provides both analog AC meters and engine gauges and 16-light annunciation of shutdowns, warnings, and status events.

Standard Features

- Supports Modbus® RTU (Remote Terminal Unit) communication protocol via RS-485 networks.
- Supports CANbus J1939 communication protocol for ECM engines
- Contains microcomputer-based logic with a ROM (read-only memory)-based control algorithm.
- Features upgradeable software for new system functionality.
- Provides overspeed protection, cooldown mode, and a selectable crank mode.
- Provides audio and visual alarms.
- Features analog meters and engine gauges.
- Meets the National Fire Protection Association requirements of NFPA 99 and NFPA 110 with additional accessories. NFPA 110, Level 1 requirements typically apply to health care facilities; NFPA 110, Level 2 requirements apply to less-critical applications.
- Uses conformal coated circuit boards for environmental durability.

Modbus® is a registered trademark of Schneider Electric.

Decision-Maker™ 3+, 16-Light Controller



Controller Features

General Specifications

- Power source with circuit protection: 12- or 24-volt DC
- Power draw: 220 milliamps in system ready mode (or 200 milliamps without panel lamps)
- Humidity range: 5% to 95% noncondensing
- Operating temperature range: -40°C to +70°C (-40°F to +158°F)
- Storage temperature range: -40°C to +85°C (-40°F to +185°F)
- Standards:
 - CE Directive
 - NFPA 99
 - NFPA 110
 - UL 508
- Dimensions—W x H x D, 461 x 247 x 297 mm (18.15 x 9.71 x 11.68 in.)

Hardware Features

- AC interlock to prevent starter reengagement with engine running
- Battery (DC) circuits are fuse protected
- Controller mounts locally or remotely up to a distance of 12 m (40 ft.) and viewed from one of four positions
- LEDs for visual annunciation
- Gauges and meters for system data

Communication Features

- Supports Modbus® RTU (Remote Terminal Unit) via RS-485 (Comm. module GM32644-KA1 or GM32644-KP1 required)
- Supports Modbus® TCP (Transmission Control Protocol) via Ethernet (Converter GM41143-KP1 required)
- Supports CANbus J1939 communication protocol

Modbus® is a registered trademark of Schneider Electric.

NFPA Requirements

- In order to meet NFPA 110, Level 1 requirements the generator set controller must monitor and display specific engine/generator safety indications and shutdowns
- Engine functions:
 - Overcrank shutdown
 - High engine temperature shutdown
 - High engine temperature warning *
 - Low water (engine) temperature warning *
 - Low oil pressure warning *
 - Low oil pressure shutdown
 - Overspeed shutdown
 - Low fuel (level or pressure) warning *
 - Low coolant level (auxiliary fault) shutdown
 - High battery voltage warning *
 - Low battery voltage warning *
 - Air damper indicator
- General functions:
 - Battery charger warning *
 - Master switch not-in-auto
 - Lamp test
 - Audible alarm silence

* Requires optional input sensors on some generator set models

Standard Features

- Sixteen LED indicating lights for status, warnings, and shutdowns
- Status indicators:
 - Air damper (red) (if equipped)*
 - Master switch not-in-auto (red)
 - System ready (green)
- Warning indicators:
 - Auxiliary (multiple function)(red)
 - Battery charger (red)*
 - Fuel, low—level or pressure (red)*
 - Pressure, low oil (yellow)*
 - Temperature, low water (engine) (red)*
 - Temperature, high engine (yellow)*
 - Voltage, high battery (yellow)*
 - Voltage, low battery (red)*
- Shutdown indicators:
 - Auxiliary (multiple function)(red)
 - Emergency stop (red)*
 - Low fuel (utilizes auxiliary indicator)(red); 125RZG model only
 - Level, low coolant (utilizes auxiliary indicator) (available with radiator-mounted generator set models only)
 - Overcrank (red)
 - Overspeed (red)
 - Temperature, high engine (red)
 - Pressure, low oil (red)
 - Underfrequency (utilizes auxiliary indicator)(red)
- Panel illumination lamps (2)
- Analog gauges, 51 mm (2 in.):
 - Pressure gauge, oil
 - Temperature gauge, engine cooling system
 - Voltmeter, DC battery
- Analog meters, 89 mm (3.5 in.):
 - AC ammeter, 2% of full-scale accuracy
 - AC voltmeter, 2% of full-scale accuracy
 - Frequency meter, 0.5% of full-scale accuracy
- Running time meter
- Switches and standard features:
 - Horn, alarm (with silencing switch)
 - Mode, prime power via jumper selection
 - Potentiometer, generator output voltage-adjusting (front panel mounted, $\pm 5\%$ of nominal voltage) (350–2000 kW models have adjustment on voltage regulator in junction box)
 - Shutdown, overvoltage protection
 - Switch, latch-type emergency stop (standard on most 200–2000 kW generator set models)
 - Switch, lamp test
 - Switch, meter range selector
 - Switch, run, off/reset, auto (engine start) generator set master
 - Timer, engine cooldown, (5-minute fixed)
- Eight DIP switches for control and communication:
 - Cooldown disable
 - Crank mode select for continuous or cyclic cranking. The cranking provides up to 30 seconds of continuous cranking or 75 seconds of cyclic cranking (crank 15 seconds, rest 15 seconds, crank 15 seconds, etc.). The crank disconnect speed is 750 rpm (25 Hz).
 - Engine communication setting (2)
 - Modbus® addresses (bit 0, bit 1, bit 2)
 - Overspeed protection selection of 60 Hz for 50 Hz models or 70 Hz for 60 Hz models
- Terminal strips:
 - Terminal strip connections for 2-wire remote start
 - Terminal strip connections for 2-wire (series connection) remote emergency stop
 - Terminal strip connections for remote annunciator
 - Terminal strip connections for remote dry contact kit
 - Terminal strip connections for prime power feature (prevents battery drain when not in use and no battery charger connected)
- LEDs on circuit board for troubleshooting diagnosis
 - Crank fault
 - Emergency stop
 - Overvoltage fault
 - Run operation

* Requires optional kit or user-provided device to enable function and lamp indication.

Selected Decision-Maker™ 3+ Accessories

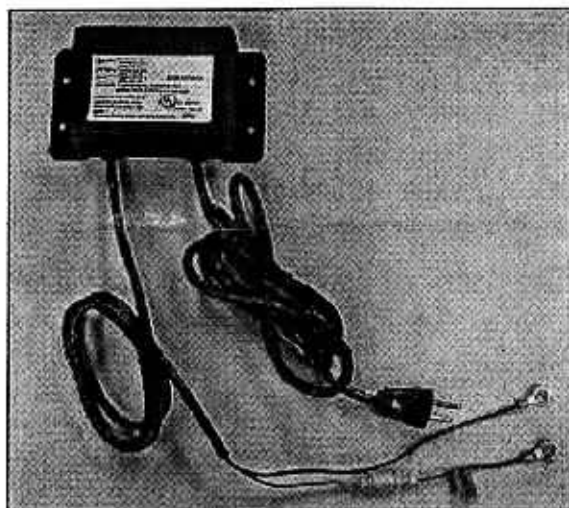
- ☐ **Common Failure Relay** remotely signals auxiliary fault, emergency stop, high engine temperature, low oil pressure, overcrank, and overspeed via one single-pole, double-throw relay with 10 amp at 120 VAC, 10 amp at 28 VDC contacts.
- ☐ **Controller Cable**, 12 m (40 ft.), enables remote mounting of the controller.
- ☐ **Controller Connection Kit** provides a cable connecting the controller to a terminal strip in the junction box. Specify the controller connection kit for junction box remote device connections.
- ☐ **Dry Contact Kits** interface between the controller signals and customer-supplied accessories providing contact closure to activate warning devices such as lamps or horns. Kits are available in either one or ten single-pole, double-throw relays with 3 amp at 250 VAC contacts. A kit with twenty single-pole, double-throw relays with 3 amp at 250 VAC contacts is available on 450–2000 kW models.
- ☐ **FASTCHECK®** hand-held diagnostic fault detector activates controller circuits without operating engine/generator. Helps service or maintenance personnel quickly identify faults in controller and engine circuits.
- ☐ **10 Amp Float/Equalize Battery Charger with Alarm Feature** warns controller of battery charger fault, high battery voltage, and low battery voltage.
- ☐ **6 Amp Float/Equalize Battery Charger** has automatic 3-stage charging with indicator LEDs. Durable potted assembly for full waterproofing and shockproofing. UL 1236 listed.
- ☐ **Controller-Mounted Emergency Stop Switch** shuts down generator set immediately in emergency situations. Use the generator set master switch for normal shutdowns. Standard on most 200–2000 kW generator set models (see respective generator set specification sheet for details).
- ☐ **Remote Emergency Stop Panel** immediately shuts the generator set down from a remote station.
- ☐ **Prealarms** warn of low water (engine) temperature, approaching low oil pressure, and approaching high engine temperature. Kits for gas-fueled models include a low fuel pressure switch.
- ☐ **Remote Audiovisual Panel** warns the operator of fault shutdowns and prealarm conditions. Common fault lamp and horn with silence switch.
- ☐ **Remote Serial Annunciator Panel** enables the operator to monitor the status of the generator from a remote location. May be required for NFPA 99 and NFPA 110 installations. Uses Modbus® RTU (Remote Terminal Unit), an industry standard open communication protocol.
- ☐ **Communication Module** GM32644-KA1 or GM32644-KP1 is required when using the remote serial annunciator (RSA) and/or Modbus®/Ethernet communications.
- ☐ **Remote Annunciator Panel** enables the operator to monitor the status of the generator from a remote location. May be required for NFPA 99 and NFPA 110 installations.
- ☐ **Run Relay** provides a three-pole, double-throw relay with 10 amp at 250 VAC contacts for indicating that the generator set is running or shut down.
- ☐ **Modbus®/Ethernet Converter** GM41143-KP2 for network communications.

Modbus® is a registered trademark of Schneider Electric.

DISTRIBUTED BY:

Availability is subject to change without notice. Kohler Co. reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. Contact your local Kohler® generator set distributor for availability.

9001
KOHLER
POWER SYSTEMS
 NATIONALLY REGISTERED



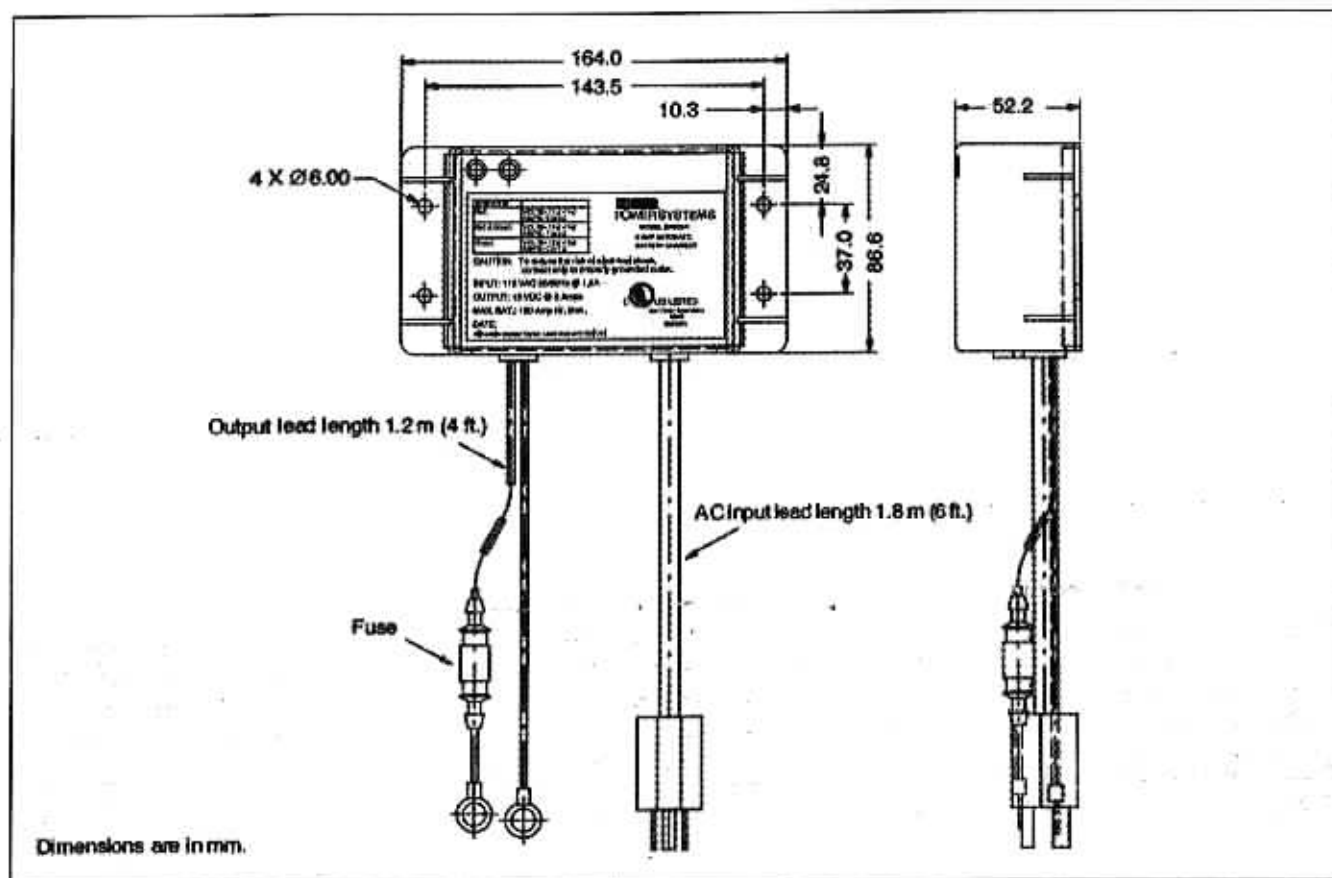
Standard Features

- 12 VDC output. * Use two battery chargers for 24-volt electrical systems
- Automatic 3-stage float/equalize battery charger
- Charges both lead-acid and gel-cell type batteries
- Indicator lamps: red and green LEDs indicate bulk charge, absorption, and float charge stages
- Durable potted assembly for full waterproofing and shockproofing
- Reverse-polarity protection
- Short-circuit protection
- UL 1236 listed
- UL 2200 compliant
- UL 991 compliant for vibration and shock
- UL listed to Canadian safety standards
- UL rated inline fuse
- FCC Class B-compliant for EMI/RFI (Date code 8/26/04 or later)
- 1-year warranty
- Easy installation:
- Integral mounting flanges
- Ring terminals for battery connection
- Standard US style 3-prong AC plug

Specifications

Battery Charger Kit	GM28569-KA1
Input Voltage	90-135 VAC
Input Frequency	50/60 Hz
DC Output: Bulk	11.8-14.0 VDC @ 5.0-6.0 amps
DC Output: Absorption	14.0-14.5 VDC @ 1.5-5.0 amps
DC Output: Float	13.3-14.5 VDC @ 0.1-1.5 amps
Steady Full-Load Output Current	6 amps
Current Limit	7 amps
Output Power Limit	70 +2/-5 watts
Line Regulation Across Input Voltage Range	0.01
Isolation, Input to Output	2500 V
Dimensions (L x W x D)	164 x 87 x 53 mm (6.4 x 3.5 x 2.1 in)
Weight	1.6 kg (3.5 lb.)
Temperature Range, Operating and Storage	-40°C to 70°C (-40°F to 158°F)
Humidity	0 to 100% (condensing)

Float/Equalize Battery Charger, continued



Battery Connections

Lead Length 1.2 m (4 ft.)
Battery Connections 9.5 mm (3/8 in.) ring terminals

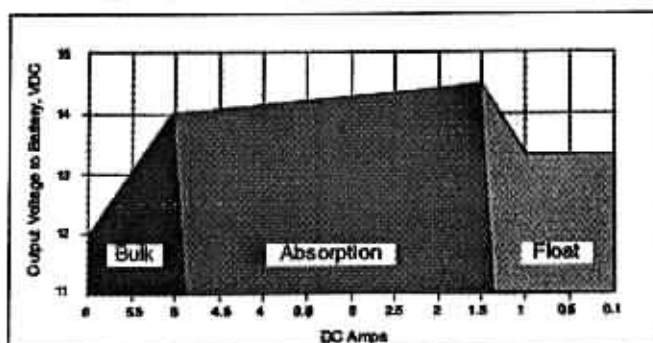
AC Power Connections

Lead Length 1.8 m (6 ft.)
Connection Standard US style 3-prong AC plug

Shipping Information

Carton Size 254 x 152 x 89 mm (10 x 6 x 3.5 in.)
Shipping Weight 1.8 kg (4 lb.)

Charging Curves

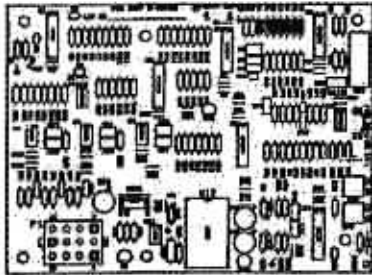


KOHLER POWER SYSTEMS

9001

KOHLER
POWER SYSTEMS
NATIONALLY REGISTERED

**Fast Response™ II PMG with Average Voltage Sensing
Voltage Regulator (20-300 kW Generator Set Models)**



**Fast-Response™ II PMG/RMS Voltage Regulator
(RMS Voltage Regulator Circuit Board Shown)**

The solid-state voltage regulator has $\pm 2\%$ no-load to full-load regulation using average voltage sensing.

The voltage regulator features single- or three-phase sensing options and is available for 12- or 24-volt engine electrical systems.

Available with optional $\pm 1\%$ no-load to full-load regulation using average single-phase voltage sensing.

Voltage Regulators

The following information provides general features, specifications, and functions of available voltage regulators.

This information generally applies to a single generator set and multiple generator sets with paralleling applications. Refer to the respective generator set specification sheet and see your authorized distributor for information regarding specific voltage regulator applications and availability.

Voltage Regulators, continued

Specification	Fast Response II
Generator Set Availability	20-300 kW Models
Type	Analog/Discrete
Status and Shutdown Indicators	
Operating Temperature	-40°C to 70°C (-40°F to 158°F)
Storage Temperature	-40°C to 85°C (-40°F to 185°F)
Humidity	NA
Circuit Protection	15 Amp Fuse
Sensing, Nominal	190-277 Volts, (L-L) 50-60 Hz
Sensing Mode	Average, Single- or Three-Phase
Input Requirements	8-32 VDC
Continuous Output	100 mA at 2 VDC
Maximum Output	100 mA at 2 VDC
Transition Frequency	50-70 Hz
Exciter Field Resistance	NA
No-Load to Full-Load Voltage Regulation	±2% * Linear Loads
Thermal Drift	less than 1.0% 40 C (72 F) Change (-40 C to 70 C) [-40 F to 158 F] Range
Response Time	Less Than 7μS
Voltage Adjustment (of system voltage)	150-300 (low volt connection) 300-600 (high volt connection)
Voltage Adjustment	Potentiometer
Remote Voltage Adjustment	Remote-Mounted Potentiometer Optional
Paralleling Capability	Optional Reactive Droop Kit Required
VAR/PF Control Input	-
<p>* A ±1% (linear loads) voltage regulator with single-phase voltage sensing is available on selected models.</p> <p>DVR® is a registered trademark of Marathon Electric Mfg. Corp.</p> <p>NA - Data not available at time of print.</p>	

Fast Response™ II PMG Voltage Regulator

- The voltage regulator monitors output voltage magnitude and frequency to supply current to the stationary LED board.
- The stability potentiometer adjusts the voltage regulator to reduce light flicker.
- The volt/Hz adjustment potentiometer determines the engine speed (Hz) at which the generator output voltage begins to drop.

Adjustment Potentiometers

- Stability
- 50 Hz Volt/Hz Adjustment
- 60 Hz Volt/Hz Adjustment

Jumpers

- 50 or 60 Hz Selection Jumper for Volts/Hz

Standard Average Voltage Sensing Model

- 12- or 24-Volt Engine Electrical System, ±2% Single-Phase Voltage Sensing

Average Voltage Sensing Models Available

- 12- or 24-Volt Engine Electrical System, ±2% Three-Phase Voltage Sensing
- 12- or 24-Volt Engine Electrical System, ±1% Single-Phase Voltage Sensing (some models)

Accessories

Refer to the respective generator set spec sheet and your authorized distributor for specific accessories.

Fast Response™ II PMG Voltage Regulator

- Reactive Droop Compensator Kit
- Voltage Adjustment Potentiometer Kit
- Voltage Regulator Relocation Kit

Emissions Data



POWER SOLUTIONS, INC.

655 Wheat Lane – Wood Dale, IL 60191
630.350.9400 (M) – 630.350.9900 (F)
www.psiengines.com – info@psiengines.com

PSI 2009 Stationary 60 Hz Emergency Stand-by ¹ Certified Power Generation Rating Data												
Generator Model	Engine	Speed RPM	Freq Hz	Fuel	Duty Cycle	Flywheel power ^{2,3}		Engine Family	THC+NOx (g/KW-hr)	CO (g/kW-hr)	bsfc ⁵ (g/kW-hr)	Catalyst
						HP	kW					
40REZG	4.3L	1800	60	LP	Emergency	71.4	53.2	9PSIS4.302ED	8.17	32.02	234.1	No
	4.3L	1800	60	NG	Emergency	66.5	49.6	9PSIS4.302ED	7.03	21.96	225.7	No

¹ Standby and overload ratings based on ISO3046. Continuous ratings based on ISO 8528.

² All ratings are gross flywheel horsepower corrected to 77°F at an altitude of 328 feet with no cooling fan or alternator losses using heating value for NG of 1015 BTU/SCF.

³ Production tolerances in engines and installed components can account for power variations of +/- 5%. Altitude, temperature and excessive exhaust and intake restrictions should be applied to power calculations.

⁴ Electrical ratings are an estimated based on assumed fan and generator losses and may vary depending on actual equipment losses.

⁵ Bsfc is based on 100% gross flywheel power rating and does not include fan or generator losses.

Power Solutions, Inc.

655 Wheat Lane – Wood Dale, IL 60191
630.350.9400 (M) – 630.350.9900 (F)

www.psiengines.com info@psiengines.com



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF TRANSPORTATION AND AIR QUALITY
WASHINGTON, DC 20460



CERTIFICATE OF CONFORMITY
2009 MODEL YEAR

Manufacturer: **POWER SOLUTIONS INC.**
Engine Family: **9PSIS4.302ED**
Certificate Number: **PSI-NRSI-09-01**
Category: **STATIONARY ONLY**
FELs: g/kW-hr **HC+NOx: N/A**
Effective Date: **1/7/2009**
Date Issued: **1/7/2009**

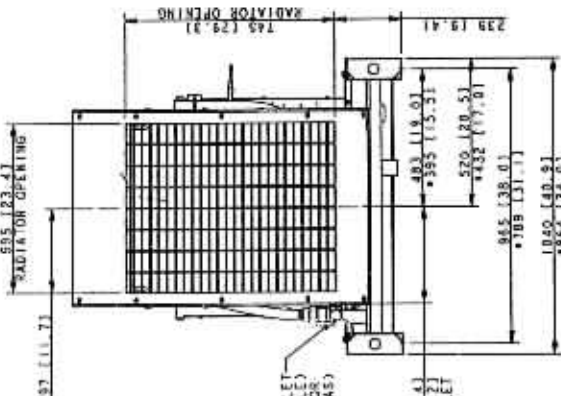
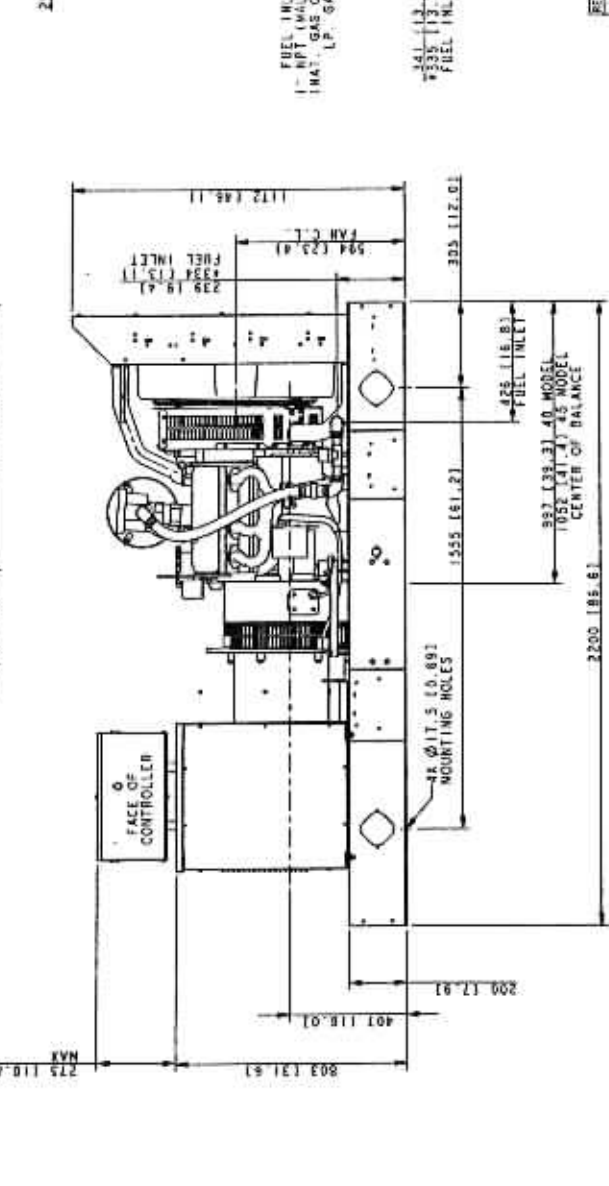
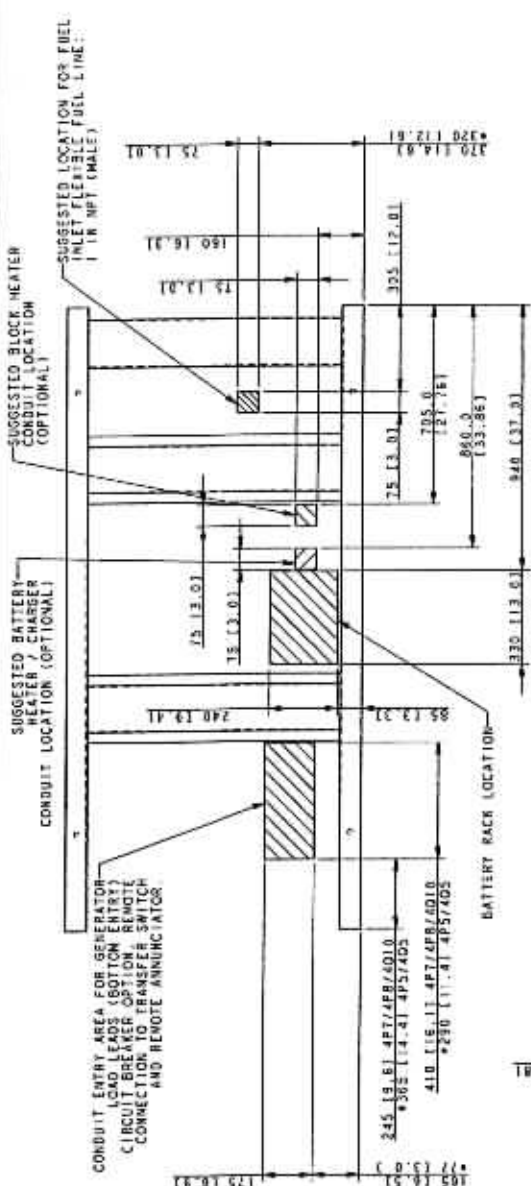
Karl J. Simon, Director
Compliance and Innovative Strategies Division
Office of Transportation and Air Quality

Pursuant to Section 213 of the Clean Air Act (42 U.S.C. section 7547), 40 CFR 90 and 40 CFR 60 (stationary only and combined stationary and mobile), and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued for the following small nonroad engine family, more fully described in the documentation required by 40 CFR 90 and produced in the stated model year. This certificate of conformity covers only those new small nonroad engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 90 and which are produced during the model year stated on this certificate. This certificate of conformity does not cover small nonroad engines imported prior to the effective date of the certificate.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 90.126 and 90.506 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 90. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 90.

This certificate does not cover small nonroad engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

Dimensional Drawings

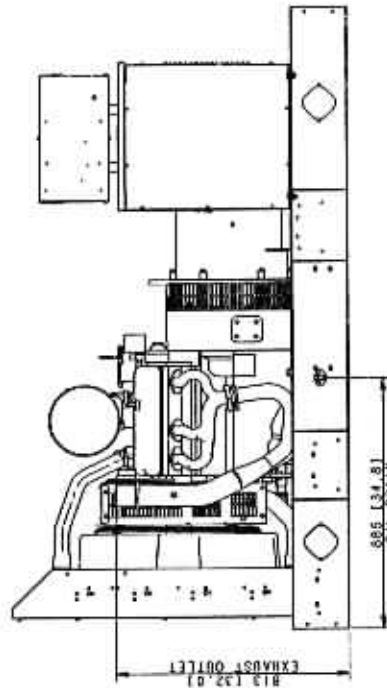
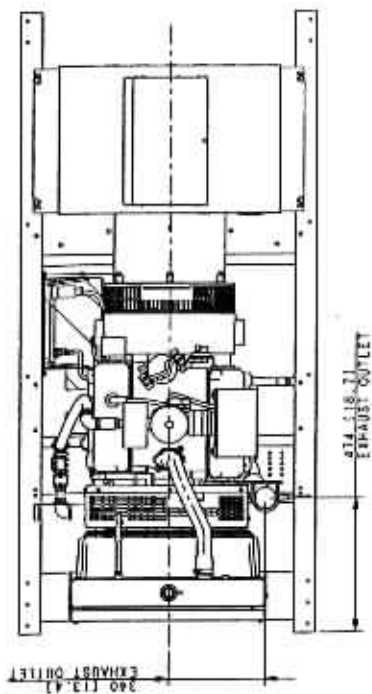


MODEL	WEIGHT (NET)
40 4PS/40S/40T	556 KG (1235 LBS)
45 4PT/4PB/40T	555 KG (1235 LBS)

- NOTES: 1. IDC CERTIFICATION IS APPLICABLE ON REQUIRED SEE SPEC ADV FOR INSTALLATION INSTRUCTIONS.
2. DIMENSIONS IN IT ARE ENGLISH STANDARD EQUIVALENTS.
3. * ASTERISK DENOTES 864 (34.0) SKID WIDTH.

REV	DATE	BY	DESCRIPTION
1	2-7-00	WEN	NEW DESIGN
2	2-7-00	WEN	REVISION 1.000
3	2-7-00	WEN	REVISION 1.000
4	2-7-00	WEN	REVISION 1.000
5	2-7-00	WEN	REVISION 1.000
6	2-7-00	WEN	REVISION 1.000
7	2-7-00	WEN	REVISION 1.000
8	2-7-00	WEN	REVISION 1.000
9	2-7-00	WEN	REVISION 1.000
10	2-7-00	WEN	REVISION 1.000
11	2-7-00	WEN	REVISION 1.000
12	2-7-00	WEN	REVISION 1.000
13	2-7-00	WEN	REVISION 1.000
14	2-7-00	WEN	REVISION 1.000
15	2-7-00	WEN	REVISION 1.000
16	2-7-00	WEN	REVISION 1.000
17	2-7-00	WEN	REVISION 1.000
18	2-7-00	WEN	REVISION 1.000
19	2-7-00	WEN	REVISION 1.000
20	2-7-00	WEN	REVISION 1.000
21	2-7-00	WEN	REVISION 1.000
22	2-7-00	WEN	REVISION 1.000
23	2-7-00	WEN	REVISION 1.000
24	2-7-00	WEN	REVISION 1.000
25	2-7-00	WEN	REVISION 1.000
26	2-7-00	WEN	REVISION 1.000
27	2-7-00	WEN	REVISION 1.000
28	2-7-00	WEN	REVISION 1.000
29	2-7-00	WEN	REVISION 1.000
30	2-7-00	WEN	REVISION 1.000
31	2-7-00	WEN	REVISION 1.000
32	2-7-00	WEN	REVISION 1.000
33	2-7-00	WEN	REVISION 1.000
34	2-7-00	WEN	REVISION 1.000
35	2-7-00	WEN	REVISION 1.000
36	2-7-00	WEN	REVISION 1.000
37	2-7-00	WEN	REVISION 1.000
38	2-7-00	WEN	REVISION 1.000
39	2-7-00	WEN	REVISION 1.000
40	2-7-00	WEN	REVISION 1.000
41	2-7-00	WEN	REVISION 1.000
42	2-7-00	WEN	REVISION 1.000
43	2-7-00	WEN	REVISION 1.000
44	2-7-00	WEN	REVISION 1.000
45	2-7-00	WEN	REVISION 1.000
46	2-7-00	WEN	REVISION 1.000
47	2-7-00	WEN	REVISION 1.000
48	2-7-00	WEN	REVISION 1.000
49	2-7-00	WEN	REVISION 1.000
50	2-7-00	WEN	REVISION 1.000
51	2-7-00	WEN	REVISION 1.000
52	2-7-00	WEN	REVISION 1.000
53	2-7-00	WEN	REVISION 1.000
54	2-7-00	WEN	REVISION 1.000
55	2-7-00	WEN	REVISION 1.000
56	2-7-00	WEN	REVISION 1.000
57	2-7-00	WEN	REVISION 1.000
58	2-7-00	WEN	REVISION 1.000
59	2-7-00	WEN	REVISION 1.000
60	2-7-00	WEN	REVISION 1.000
61	2-7-00	WEN	REVISION 1.000
62	2-7-00	WEN	REVISION 1.000
63	2-7-00	WEN	REVISION 1.000
64	2-7-00	WEN	REVISION 1.000
65	2-7-00	WEN	REVISION 1.000
66	2-7-00	WEN	REVISION 1.000
67	2-7-00	WEN	REVISION 1.000
68	2-7-00	WEN	REVISION 1.000
69	2-7-00	WEN	REVISION 1.000
70	2-7-00	WEN	REVISION 1.000
71	2-7-00	WEN	REVISION 1.000
72	2-7-00	WEN	REVISION 1.000
73	2-7-00	WEN	REVISION 1.000
74	2-7-00	WEN	REVISION 1.000
75	2-7-00	WEN	REVISION 1.000
76	2-7-00	WEN	REVISION 1.000
77	2-7-00	WEN	REVISION 1.000
78	2-7-00	WEN	REVISION 1.000
79	2-7-00	WEN	REVISION 1.000
80	2-7-00	WEN	REVISION 1.000
81	2-7-00	WEN	REVISION 1.000
82	2-7-00	WEN	REVISION 1.000
83	2-7-00	WEN	REVISION 1.000
84	2-7-00	WEN	REVISION 1.000
85	2-7-00	WEN	REVISION 1.000
86	2-7-00	WEN	REVISION 1.000
87	2-7-00	WEN	REVISION 1.000
88	2-7-00	WEN	REVISION 1.000
89	2-7-00	WEN	REVISION 1.000
90	2-7-00	WEN	REVISION 1.000
91	2-7-00	WEN	REVISION 1.000
92	2-7-00	WEN	REVISION 1.000
93	2-7-00	WEN	REVISION 1.000
94	2-7-00	WEN	REVISION 1.000
95	2-7-00	WEN	REVISION 1.000
96	2-7-00	WEN	REVISION 1.000
97	2-7-00	WEN	REVISION 1.000
98	2-7-00	WEN	REVISION 1.000
99	2-7-00	WEN	REVISION 1.000
100	2-7-00	WEN	REVISION 1.000

REV	DATE	BY	DESCRIPTION
1	2-7-00	WEN	NEW DESIGN
2	2-7-00	WEN	REVISION 1.000
3	2-7-00	WEN	REVISION 1.000
4	2-7-00	WEN	REVISION 1.000
5	2-7-00	WEN	REVISION 1.000
6	2-7-00	WEN	REVISION 1.000
7	2-7-00	WEN	REVISION 1.000
8	2-7-00	WEN	REVISION 1.000
9	2-7-00	WEN	REVISION 1.000
10	2-7-00	WEN	REVISION 1.000
11	2-7-00	WEN	REVISION 1.000
12	2-7-00	WEN	REVISION 1.000
13	2-7-00	WEN	REVISION 1.000
14	2-7-00	WEN	REVISION 1.000
15	2-7-00	WEN	REVISION 1.000
16	2-7-00	WEN	REVISION 1.000
17	2-7-00	WEN	REVISION 1.000
18	2-7-00	WEN	REVISION 1.000
19	2-7-00	WEN	REVISION 1.000
20	2-7-00	WEN	REVISION 1.000
21	2-7-00	WEN	REVISION 1.000
22	2-7-00	WEN	REVISION 1.000
23	2-7-00	WEN	REVISION 1.000
24	2-7-00	WEN	REVISION 1.000
25	2-7-00	WEN	REVISION 1.000
26	2-7-00	WEN	REVISION 1.000
27	2-7-00	WEN	REVISION 1.000
28	2-7-00	WEN	REVISION 1.000
29	2-7-00	WEN	REVISION 1.000
30	2-7-00	WEN	REVISION 1.000
31	2-7-00	WEN	REVISION 1.000
32	2-7-00	WEN	REVISION 1.000
33	2-7-00	WEN	REVISION 1.000
34	2-7-00	WEN	REVISION 1.000
35	2-7-00	WEN	REVISION 1.000
36	2-7-00	WEN	REVISION 1.000
37	2-7-00	WEN	REVISION 1.000
38	2-7-00	WEN	REVISION 1.000
39	2-7-00	WEN	REVISION 1.000
40	2-7-00	WEN	REVISION 1.000
41	2-7-00	WEN	REVISION 1.000
42	2-7-00	WEN	REVISION 1.000
43	2-7-00	WEN	REVISION 1.000
44	2-7-00	WEN	REVISION 1.000
45	2-7-00	WEN	REVISION 1.000
46	2-7-00	WEN	REVISION 1.000
47	2-7-00	WEN	REVISION 1.000
48	2-7-00	WEN	REVISION 1.000
49	2-7-00	WEN	REVISION 1.000
50	2-7-00	WEN	REVISION 1.000
51	2-7-00	WEN	REVISION



REV.	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
1	3-2-03	NEW	REVISION 18172-11			
2	3-2-03	NEW	REVISION 18172-11			
3	3-2-03	NEW	REVISION 18172-11			
4	3-2-03	NEW	REVISION 18172-11			
5	3-2-03	NEW	REVISION 18172-11			
6	3-2-03	NEW	REVISION 18172-11			
7	3-2-03	NEW	REVISION 18172-11			
8	3-2-03	NEW	REVISION 18172-11			
9	3-2-03	NEW	REVISION 18172-11			
10	3-2-03	NEW	REVISION 18172-11			
11	3-2-03	NEW	REVISION 18172-11			
12	3-2-03	NEW	REVISION 18172-11			
13	3-2-03	NEW	REVISION 18172-11			
14	3-2-03	NEW	REVISION 18172-11			
15	3-2-03	NEW	REVISION 18172-11			
16	3-2-03	NEW	REVISION 18172-11			
17	3-2-03	NEW	REVISION 18172-11			
18	3-2-03	NEW	REVISION 18172-11			
19	3-2-03	NEW	REVISION 18172-11			
20	3-2-03	NEW	REVISION 18172-11			
21	3-2-03	NEW	REVISION 18172-11			
22	3-2-03	NEW	REVISION 18172-11			
23	3-2-03	NEW	REVISION 18172-11			
24	3-2-03	NEW	REVISION 18172-11			
25	3-2-03	NEW	REVISION 18172-11			
26	3-2-03	NEW	REVISION 18172-11			
27	3-2-03	NEW	REVISION 18172-11			
28	3-2-03	NEW	REVISION 18172-11			
29	3-2-03	NEW	REVISION 18172-11			
30	3-2-03	NEW	REVISION 18172-11			
31	3-2-03	NEW	REVISION 18172-11			
32	3-2-03	NEW	REVISION 18172-11			
33	3-2-03	NEW	REVISION 18172-11			
34	3-2-03	NEW	REVISION 18172-11			
35	3-2-03	NEW	REVISION 18172-11			
36	3-2-03	NEW	REVISION 18172-11			
37	3-2-03	NEW	REVISION 18172-11			
38	3-2-03	NEW	REVISION 18172-11			
39	3-2-03	NEW	REVISION 18172-11			
40	3-2-03	NEW	REVISION 18172-11			
41	3-2-03	NEW	REVISION 18172-11			
42	3-2-03	NEW	REVISION 18172-11			
43	3-2-03	NEW	REVISION 18172-11			
44	3-2-03	NEW	REVISION 18172-11			
45	3-2-03	NEW	REVISION 18172-11			
46	3-2-03	NEW	REVISION 18172-11			
47	3-2-03	NEW	REVISION 18172-11			
48	3-2-03	NEW	REVISION 18172-11			
49	3-2-03	NEW	REVISION 18172-11			
50	3-2-03	NEW	REVISION 18172-11			
51	3-2-03	NEW	REVISION 18172-11			
52	3-2-03	NEW	REVISION 18172-11			
53	3-2-03	NEW	REVISION 18172-11			
54	3-2-03	NEW	REVISION 18172-11			
55	3-2-03	NEW	REVISION 18172-11			
56	3-2-03	NEW	REVISION 18172-11			
57	3-2-03	NEW	REVISION 18172-11			
58	3-2-03	NEW	REVISION 18172-11			
59	3-2-03	NEW	REVISION 18172-11			
60	3-2-03	NEW	REVISION 18172-11			
61	3-2-03	NEW	REVISION 18172-11			
62	3-2-03	NEW	REVISION 18172-11			
63	3-2-03	NEW	REVISION 18172-11			
64	3-2-03	NEW	REVISION 18172-11			
65	3-2-03	NEW	REVISION 18172-11			
66	3-2-03	NEW	REVISION 18172-11			
67	3-2-03	NEW	REVISION 18172-11			
68	3-2-03	NEW	REVISION 18172-11			
69	3-2-03	NEW	REVISION 18172-11			
70	3-2-03	NEW	REVISION 18172-11			
71	3-2-03	NEW	REVISION 18172-11			
72	3-2-03	NEW	REVISION 18172-11			
73	3-2-03	NEW	REVISION 18172-11			
74	3-2-03	NEW	REVISION 18172-11			
75	3-2-03	NEW	REVISION 18172-11			
76	3-2-03	NEW	REVISION 18172-11			
77	3-2-03	NEW	REVISION 18172-11			
78	3-2-03	NEW	REVISION 18172-11			
79	3-2-03	NEW	REVISION 18172-11			
80	3-2-03	NEW	REVISION 18172-11			
81	3-2-03	NEW	REVISION 18172-11			
82	3-2-03	NEW	REVISION 18172-11			
83	3-2-03	NEW	REVISION 18172-11			
84	3-2-03	NEW	REVISION 18172-11			
85	3-2-03	NEW	REVISION 18172-11			
86	3-2-03	NEW	REVISION 18172-11			
87	3-2-03	NEW	REVISION 18172-11			
88	3-2-03	NEW	REVISION 18172-11			
89	3-2-03	NEW	REVISION 18172-11			
90	3-2-03	NEW	REVISION 18172-11			
91	3-2-03	NEW	REVISION 18172-11			
92	3-2-03	NEW	REVISION 18172-11			
93	3-2-03	NEW	REVISION 18172-11			
94	3-2-03	NEW	REVISION 18172-11			
95	3-2-03	NEW	REVISION 18172-11			
96	3-2-03	NEW	REVISION 18172-11			
97	3-2-03	NEW	REVISION 18172-11			
98	3-2-03	NEW	REVISION 18172-11			
99	3-2-03	NEW	REVISION 18172-11			
100	3-2-03	NEW	REVISION 18172-11			

40 MODEL 4P5/40S/40T
45 MODEL 4P5/40S/40T
IMPROVED MOTOR STARTING TIME
4.3 LITER GM 2008 EMISSIONS

40/45 GM

ADV-7670

D

2

3

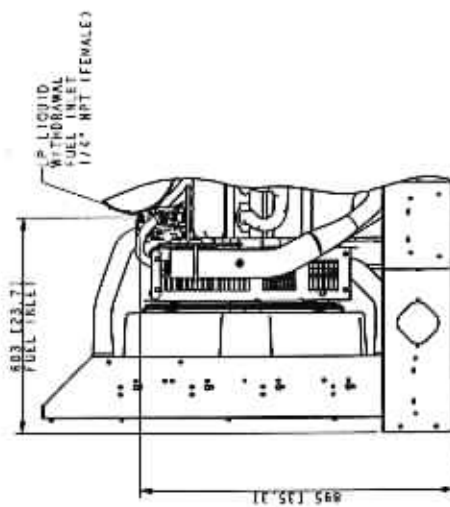
4

5

6

7

8



NOTES:
1. DIMENSIONS IN () ARE ENGLISH
STANDARD EQUIVALENTS.
2. * - ASTERISK DENOTES
864 134 OJ GRID WIDTH.

SEE GENSET ADV FOR GENSET DIMENSIONS

40 MODEL 4P5/4G5/407
45 MODEL 4P7/4P8/400
RECONNECTABLE.
IMPROVED MOTOR STARTING (MS)
5 800V ALTERNATOR
4.3 LITER OM 2000 EMISSIONS

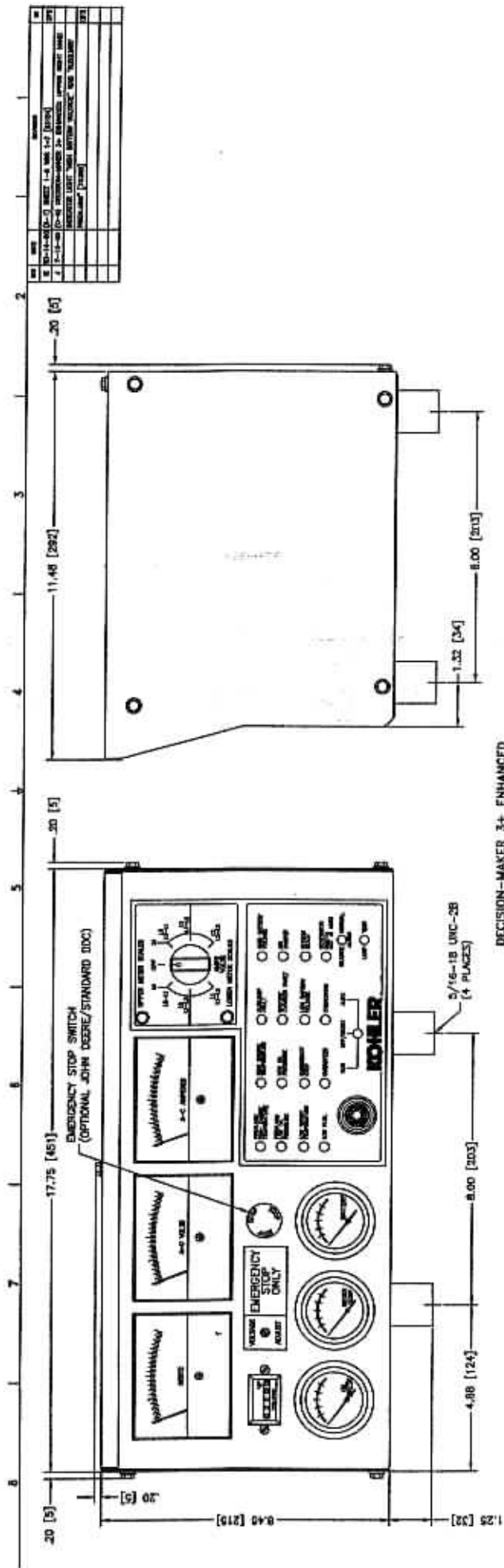
DUAL FUEL NAT GAS / LPG

46 MODEL 487/494/4000
IMPROVED MOTOR STARTING (MS) RECONNECTABLE
RECONNECTABLE
5 BODY ALTERNATOR
4.3 LITER OM 2009 EMISSIONS

12 DIMENSION PRANT 40/45 GM

ADV-7742	D
----------	---

[illegible]

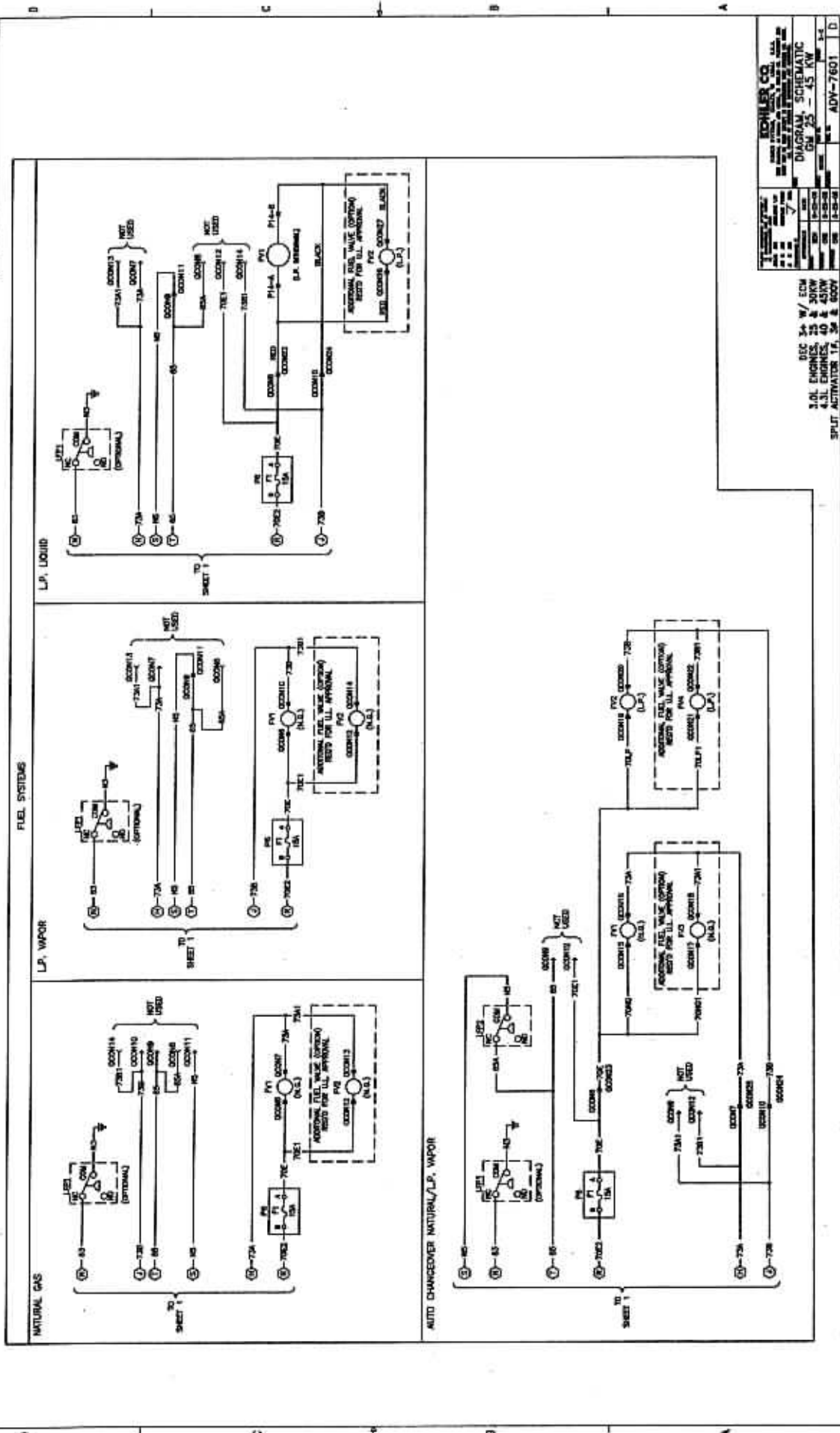


NOTE:
DIMENSIONS IN [] ARE
MILLIMETER EQUIVALENTS.

KOHLER CO.			
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100
101	102	103	104
105	106	107	108
109	110	111	112
113	114	115	116
117	118	119	120
121	122	123	124
125	126	127	128
129	130	131	132
133	134	135	136
137	138	139	140
141	142	143	144
145	146	147	148
149	150	151	152
153	154	155	156
157	158	159	160
161	162	163	164
165	166	167	168
169	170	171	172
173	174	175	176
177	178	179	180
181	182	183	184
185	186	187	188
189	190	191	192
193	194	195	196
197	198	199	200
201	202	203	204
205	206	207	208
209	210	211	212
213	214	215	216
217	218	219	220
221	222	223	224
225	226	227	228
229	230	231	232
233	234	235	236
237	238	239	240
241	242	243	244
245	246	247	248
249	250	251	252
253	254	255	256
257	258	259	260
261	262	263	264
265	266	267	268
269	270	271	272
273	274	275	276
277	278	279	280
281	282	283	284
285	286	287	288
289	290	291	292
293	294	295	296
297	298	299	300
301	302	303	304
305	306	307	308
309	310	311	312
313	314	315	316
317	318	319	320
321	322	323	324
325	326	327	328
329	330	331	332
333	334	335	336
337	338	339	340
341	342	343	344
345	346	347	348
349	350	351	352
353	354	355	356
357	358	359	360
361	362	363	364
365	366	367	368
369	370	371	372
373	374	375	376
377	378	379	380
381	382	383	384
385	386	387	388
389	390	391	392
393	394	395	396
397	398	399	400
401	402	403	404
405	406	407	408
409	410	411	412
413	414	415	416
417	418	419	420
421	422	423	424
425	426	427	428
429	430	431	432
433	434	435	436
437	438	439	440
441	442	443	444
445	446	447	448
449	450	451	452
453	454	455	456
457	458	459	460
461	462	463	464
465	466	467	468
469	470	471	472
473	474	475	476
477	478	479	480
481	482	483	484
485	486	487	488
489	490	491	492
493	494	495	496
497	498	499	500
501	502	503	504
505	506	507	508
509	510	511	512
513	514	515	516
517	518	519	520
521	522	523	524
525	526	527	528
529	530	531	532
533	534	535	536
537	538	539	540
541	542	543	544
545	546	547	548
549	550	551	552
553	554	555	556
557	558	559	560
561	562	563	564
565	566	567	568
569	570	571	572
573	574	575	576
577	578	579	580
581	582	583	584
585	586	587	588
589	590	591	592
593	594	595	596
597	598	599	600
601	602	603	604
605	606	607	608
609	610	611	612
613	614	615	616
617	618	619	620
621	622	623	624
625	626	627	628
629	630	631	632
633	634	635	636
637	638	639	640
641	642	643	644
645	646	647	648
649	650	651	652
653	654	655	656
657	658	659	660
661	662	663	664
665	666	667	668
669	670	671	672
673	674	675	676
677	678	679	680
681	682	683	684
685	686	687	688
689	690	691	692
693	694	695	696
697	698	699	700
701	702	703	704
705	706	707	708
709	710	711	712
713	714	715	716
717	718	719	720
721	722	723	724
725	726	727	728
729	730	731	732
733	734	735	736
737	738	739	740
741	742	743	744
745	746	747	748
749	750	751	752
753	754	755	756
757	758	759	760
761	762	763	764
765	766	767	768
769	770	771	772
773	774	775	776
777	778	779	780
781	782	783	784
785	786	787	788
789	790	791	792
793	794	795	796
797	798	799	800
801	802	803	804
805	806	807	808
809	810	811	812
813	814	815	816
817	818	819	820
821	822	823	824
825	826	827	828
829	830	831	832
833	834	835	836
837	838	839	840
841	842	843	844
845	846	847	848
849	850	851	852
853	854	855	856
857	858	859	860
861	862	863	864
865	866	867	868
869	870	871	872
873	874	875	876
877	878	879	880
881	882	883	884
885	886	887	888
889	890	891	892
893	894	895	896
897	898	899	900
901	902	903	904
905	906	907	908
909	910	911	912
913	914	915	916
917	918	919	920
921	922	923	924
925	926	927	928
929	930	931	932
933	934	935	936
937	938	939	940
941	942	943	944
945	946	947	948
949	950	951	952
953	954	955	956
957	958	959	960
961	962	963	964
965	966	967	968
969	970	971	972
973	974	975	976
977	978	979	980
981	982	983	984
985	986	987	988
989	990	991	992
993	994	995	996
997	998	999	1000

Wiring Schematics

REV	DESCRIPTION	DATE	BY	CHKD
1	1-2-68	1-2-68	1-2-68	1-2-68
2	1-2-68	1-2-68	1-2-68	1-2-68
3	1-2-68	1-2-68	1-2-68	1-2-68
4	1-2-68	1-2-68	1-2-68	1-2-68
5	1-2-68	1-2-68	1-2-68	1-2-68
6	1-2-68	1-2-68	1-2-68	1-2-68
7	1-2-68	1-2-68	1-2-68	1-2-68
8	1-2-68	1-2-68	1-2-68	1-2-68
9	1-2-68	1-2-68	1-2-68	1-2-68
10	1-2-68	1-2-68	1-2-68	1-2-68
11	1-2-68	1-2-68	1-2-68	1-2-68
12	1-2-68	1-2-68	1-2-68	1-2-68
13	1-2-68	1-2-68	1-2-68	1-2-68
14	1-2-68	1-2-68	1-2-68	1-2-68
15	1-2-68	1-2-68	1-2-68	1-2-68
16	1-2-68	1-2-68	1-2-68	1-2-68
17	1-2-68	1-2-68	1-2-68	1-2-68
18	1-2-68	1-2-68	1-2-68	1-2-68
19	1-2-68	1-2-68	1-2-68	1-2-68
20	1-2-68	1-2-68	1-2-68	1-2-68

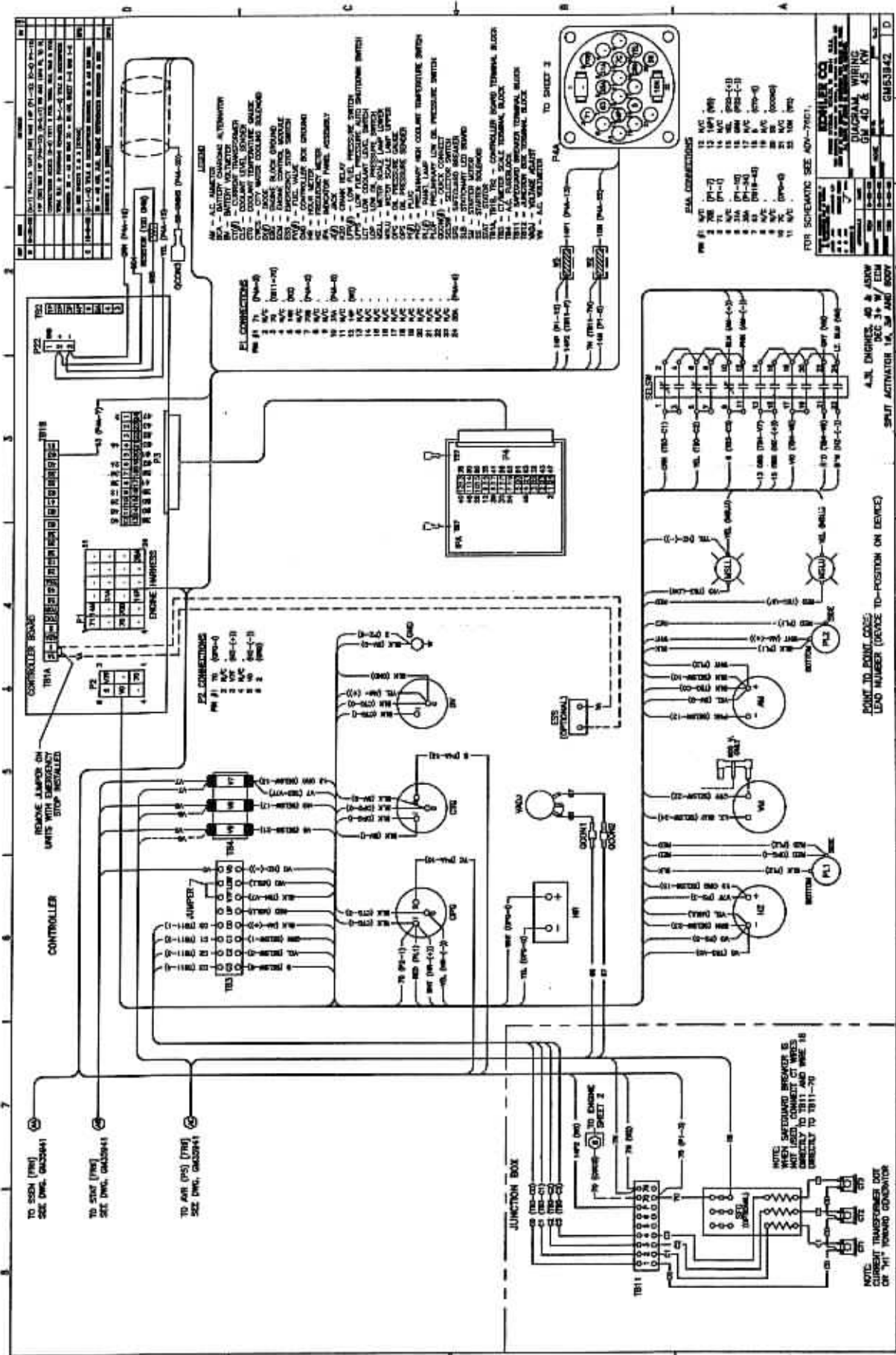


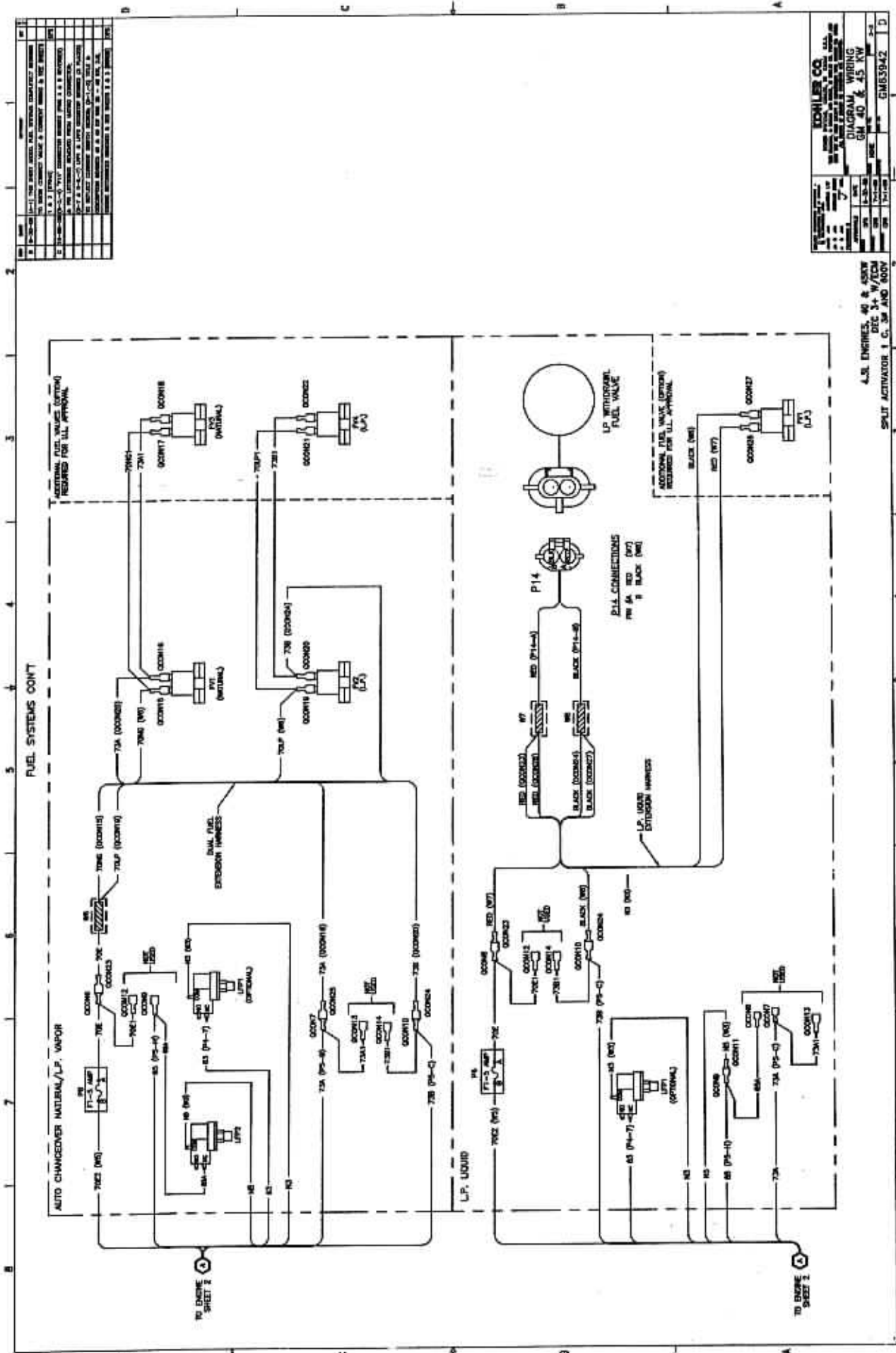
REV	DESCRIPTION	DATE	BY	CHKD
1	1-2-68	1-2-68	1-2-68	1-2-68
2	1-2-68	1-2-68	1-2-68	1-2-68
3	1-2-68	1-2-68	1-2-68	1-2-68
4	1-2-68	1-2-68	1-2-68	1-2-68
5	1-2-68	1-2-68	1-2-68	1-2-68
6	1-2-68	1-2-68	1-2-68	1-2-68
7	1-2-68	1-2-68	1-2-68	1-2-68
8	1-2-68	1-2-68	1-2-68	1-2-68
9	1-2-68	1-2-68	1-2-68	1-2-68
10	1-2-68	1-2-68	1-2-68	1-2-68
11	1-2-68	1-2-68	1-2-68	1-2-68
12	1-2-68	1-2-68	1-2-68	1-2-68
13	1-2-68	1-2-68	1-2-68	1-2-68
14	1-2-68	1-2-68	1-2-68	1-2-68
15	1-2-68	1-2-68	1-2-68	1-2-68
16	1-2-68	1-2-68	1-2-68	1-2-68
17	1-2-68	1-2-68	1-2-68	1-2-68
18	1-2-68	1-2-68	1-2-68	1-2-68
19	1-2-68	1-2-68	1-2-68	1-2-68
20	1-2-68	1-2-68	1-2-68	1-2-68

DEC 34 W/ ECM
 3.0L ENGINES 35 & 30KW
 4.3L ENGINES 40 & 45KW
 SPLIT ACTUATOR 16, 36 & 600V

BOHLER CO.
 1000 W. 10th St.
 Milwaukee, WI 53233
 (414) 381-1000
 FAX (414) 381-1001
 Telex 153100 BOHLER
 Cable BOHLER
 ADV-7601

DIAGRAM, SCHEMATIC
 GM 25 - 45 KW
 1-2-68





NO.	QTY.	DESCRIPTION	REMARKS
1	1	4.3L ENGINE	TO ENGINE SHEET 1
2	1	4.3L ENGINE	TO ENGINE SHEET 2
3	1	4.3L ENGINE	TO ENGINE SHEET 3
4	1	4.3L ENGINE	TO ENGINE SHEET 4
5	1	4.3L ENGINE	TO ENGINE SHEET 5
6	1	4.3L ENGINE	TO ENGINE SHEET 6
7	1	4.3L ENGINE	TO ENGINE SHEET 7
8	1	4.3L ENGINE	TO ENGINE SHEET 8
9	1	4.3L ENGINE	TO ENGINE SHEET 9
10	1	4.3L ENGINE	TO ENGINE SHEET 10

NO.	QTY.	DESCRIPTION	REMARKS
1	1	4.3L ENGINE	TO ENGINE SHEET 1
2	1	4.3L ENGINE	TO ENGINE SHEET 2
3	1	4.3L ENGINE	TO ENGINE SHEET 3
4	1	4.3L ENGINE	TO ENGINE SHEET 4
5	1	4.3L ENGINE	TO ENGINE SHEET 5
6	1	4.3L ENGINE	TO ENGINE SHEET 6
7	1	4.3L ENGINE	TO ENGINE SHEET 7
8	1	4.3L ENGINE	TO ENGINE SHEET 8
9	1	4.3L ENGINE	TO ENGINE SHEET 9
10	1	4.3L ENGINE	TO ENGINE SHEET 10

4.3L ENGINES, 40 & 45KW
DEC 34/4/00
SPLIT ACTIVATOR 1 C, 30 AND 40/40

NO.	QTY.	DESCRIPTION	REMARKS
1	1	4.3L ENGINE	TO ENGINE SHEET 1
2	1	4.3L ENGINE	TO ENGINE SHEET 2
3	1	4.3L ENGINE	TO ENGINE SHEET 3
4	1	4.3L ENGINE	TO ENGINE SHEET 4
5	1	4.3L ENGINE	TO ENGINE SHEET 5
6	1	4.3L ENGINE	TO ENGINE SHEET 6
7	1	4.3L ENGINE	TO ENGINE SHEET 7
8	1	4.3L ENGINE	TO ENGINE SHEET 8
9	1	4.3L ENGINE	TO ENGINE SHEET 9
10	1	4.3L ENGINE	TO ENGINE SHEET 10

Warranty

Stationary Standby and Prime Power One-Year or Two Thousand (2000)-Hour Limited Warranty

Your Kohler product has been manufactured and inspected with care by experienced craftsmen. If you are the original consumer, Kohler Co. warrants, for the period indicated below, each product to be free from defects in materials and workmanship. Repair, replacement, or appropriate adjustment at Kohler Co.'s option will be furnished if the product, upon Kohler Co.'s inspection, is found to be properly installed, maintained, and operated in accordance with Kohler Co.'s instruction manuals. A Kohler distributor, dealer, or authorized representative must perform startup. This warranty does not apply to malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear.

Kohler Product

Generator Set & Accessories
Prime Power Generator Set 20 kW or Larger

Warranty Coverage*

One (1) year or 2000 hours (whichever occurs first) from date of initial startup†
One (1) year or 2000 hours (whichever occurs first) from date of initial startup†

*Some restrictions may apply. Contact your Kohler distributor/dealer for full details.

†Startup must occur within 24 months of original shipment by Kohler Co.

The following will not be covered by the warranty:

1. Normal engine wear, routine tuneups, tuneup parts, adjustments, and periodic service.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized service representative, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
 - a. Failure to provide the specified type and sufficient quantity of lubricating oil.
 - b. Failure to keep the air intake and cooling fin areas clean.
 - c. Failure to service the air cleaner.
 - d. Failure to provide sufficient coolant and/or cooling air.
 - e. Failure to perform scheduled maintenance as prescribed in supplied manuals.
 - f. Failure to regularly exercise the generator set under load (stationary applications only).
5. Original installation charges and startup costs.
6. Starting batteries and the following related expenses:
 - a. Labor charges related to battery service.
 - b. Travel expense related to battery service.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Rental of equipment during performance of warranty repairs.
9. Parts purchased from sources other than Kohler Co. Replacement of a failed Kohler part with a non-Kohler part voids warranty on that part.
10. Radiators replaced rather than repaired.
11. Fuel injection pumps not repaired locally by an authorized servicing dealer.
12. Non-Kohler-authorized repair shop labor without prior approval from Kohler Co. Warranty Department.
13. Engine fluids such as fuel, oil, or coolant/antifreeze.
14. Shop supplies such as adhesives, cleaning solvents, and rags.
15. Expenses incurred investigating performance complaints unless the problem is caused by defective Kohler materials or workmanship.
16. Maintenance items such as fuses, lamps, filters, spark plugs, loose or leaking clamps, and adjustments.

A Startup Notification form must be on file at Kohler Co. A Startup Notification form must be completed by Seller and received at Kohler Co. within 60 days after the date of initial startup. Standby systems not registered within 60 days of startup will automatically be registered by Kohler Co. using the Kohler Co. ship date as the startup date.

To obtain warranty service, call 1-800-544-2444 for your nearest authorized Kohler service representative or write Kohler Co., Generator Service Department, Kohler, WI 53044 USA.

KOHLER CO. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, incidental consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.

This is our exclusive written warranty. We make no other express warranty nor is anyone authorized to make any on our behalf.

ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

KOHLER. POWER SYSTEMS

KOHLER CO. Kohler, Wisconsin 53044
Phone 920-565-3381, Fax 920-459-1646
For the nearest sales/service outlet in the
US and Canada, phone 1-800-544-2444
KohlerPowerSystems.com

TP-5374 12/89c

Extended Five-Year or Three Thousand (3000)-Hour Stationary Standby Limited Warranty

This Kohler Standby Generator System has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, Kohler Co. warrants for five years or three thousand (3000) hours, whichever occurs first, that the system will be free from defects in material and workmanship if properly installed, maintained, and operated in accordance with Kohler Co.'s instruction manuals. A Kohler distributor, dealer, or authorized representative must perform startup.

This warranty is not effective unless a proper extended warranty registration form and warranty fee have been sent to Kohler Co. within one year of supervised startup.

During the warranty period, repair or replacement at Kohler Co.'s option will be furnished free of charge for parts, provided an inspection to Kohler Co.'s satisfaction discloses a defect in material and workmanship, and provided that the part or parts are returned to Kohler Co. or an authorized service station, if requested. This extended warranty expires five full years after date of startup or after 3000 hours of operation, whichever occurs first. Labor is chargeable to warranty for the first two years of the five-year warranty.*

This warranty does not apply to malfunctions caused by damage, unreasonable use, misuse, or normal wear and tear while in your possession.

*Some restrictions may apply. Contact your Kohler distributor/dealer for full details.

The following will **not** be covered by this warranty:

1. Normal engine wear, routine tuneups, tuneup parts, adjustments, and periodic service.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized service representative, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
 - a. Failure to provide the specified type and sufficient lubricating oil.
 - b. Failure to keep the air intake and cooling fin areas clean.
 - c. Failure to service the air cleaner.
 - d. Failure to provide sufficient coolant and/or cooling air.
 - e. Failure to perform scheduled maintenance as prescribed in supplied manuals.
 - f. Failure to exercise with load regularly.
5. Original installation charges and startup costs.
6. Starting batteries and the following related expenses:
 - a. Labor charges related to battery service.
 - b. Travel expense related to battery service.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Rental of equipment during performance of warranty repairs.
9. Non-Kohler-authorized repair shop labor without prior approval from Kohler Co. Warranty Department.
10. Engine fluids such as fuel, oil, or coolant/antifreeze.
11. Parts purchased from sources other than Kohler. Replacement of a failed Kohler part with a non-Kohler part voids warranty on that part.
12. Radiators replaced rather than repaired.
13. Fuel injection pumps not repaired locally by an authorized servicing dealer.
14. Shop supplies such as adhesives, cleaning solvents, and rags.
15. Expenses incurred investigating performance complaints unless the problem is caused by defective Kohler materials or workmanship.
16. Maintenance items such as fuses, filters, spark plugs, loose/leaking clamps, and adjustments.
17. Labor and travel charges for third, fourth, and fifth years of warranty.

A Startup Notification form must be on file at Kohler Co. A Startup Notification form must be completed by Seller and received at Kohler Co. within 60 days after the date of initial startup. Standby systems not registered within 60 days of startup will automatically be registered by Kohler Co. using the Kohler Co. ship date as the startup date.

To obtain warranty service, call 1-800-544-2444 for your nearest authorized Kohler service representative, or write Kohler Co., Generator Service Department, Kohler, WI 53044 USA.

KOHLER CO. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, incidental consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.

This is our exclusive written warranty. We make no other express warranty, nor is anyone authorized to make any in our behalf.

ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURCHASE, is expressly limited to the duration of this warranty.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

KOHLER[®]

POWER SYSTEMS

KOHLER CO. Kohler, Wisconsin 53044
Phone 920-565-3381, Fax 920-459-1646
For the nearest sales/service outlet in the
US and Canada, phone 1-800-544-2444
KohlerPowerSystems.com

TP-549B 12/99c

Prototype Test Certifications

Kohler Standby/Prime Generator Set Test Program

Testing is an integral part of quality assurance. In keeping with our uncompromising commitment to quality, safety, and reliability, every Kohler Standby/Prime power generator set undergoes an extensive series of prototype and production testing.

Prototype Testing

Prototype testing includes the potentially destructive tests necessary to verify design, proper function of protective devices and safety features, and reliability expectations. Kohler's prototype testing includes the following:

- Alternator temperature rise test per NEMA MG1-32.6. Standby and prime ratings of the alternator are established during this test.
- Maximum power test to assure that the prime motor and alternator have sufficient capacity to operate within specifications.
- Alternator overload test per NEMA MG1-32.8.
- Steady-state load test to ensure voltage regulation meets or exceeds ANSI C84.1, NEMA MG1-32.17 requirements and to verify compliance with steady-state speed control specifications.
- Transient test to verify speed controls meets or exceeds specifications.
- Transient load tests per NEMA MG1-32.18, and ISO 8528 to verify specifications of transient voltage regulation, voltage dip, voltage overshoot, recovery voltage, and recovery time.
- Motor starting tests per NEMA MG1-32.18.5 to evaluate capabilities of generator, exciter, and regulator system.
- Three-phase symmetrical short-circuit test per NEMA MG1-32.13 to demonstrate short circuit performance, mechanical integrity, ability to sustain short-circuit current.
- Harmonic analysis, voltage waveform deviation per NEMA MG1-32.10 to confirm that the generator set is producing clean voltage within acceptable limits.

Torsional analysis data, to verify torsional effects are not detrimental and that the generator set will provide dependable service as specified, is available upon request.

Kohler offers other testing at the customer's request at an additional charge. These optional tests include power factor testing, customized load testing for specific application, witness testing, and a broad range of MIL-STD-705c testing. A certified test report is also available at an additional charge.

- Generator set cooling and air flow tests to verify maximum operating ambient temperature.
- Reliability tests to demonstrate product durability, followed by root cause analysis of discovered failures and defects. Corrective action is taken to improve the design, workmanship, or components.
- Acoustical noise intensity and sound attenuation effects tests.

Production Testing

In production, Kohler Standby/Prime generator sets are built to the stringent standards established by the prototype program. Every Kohler Generator set is fully tested prior to leaving the factory. Production testing includes the following:

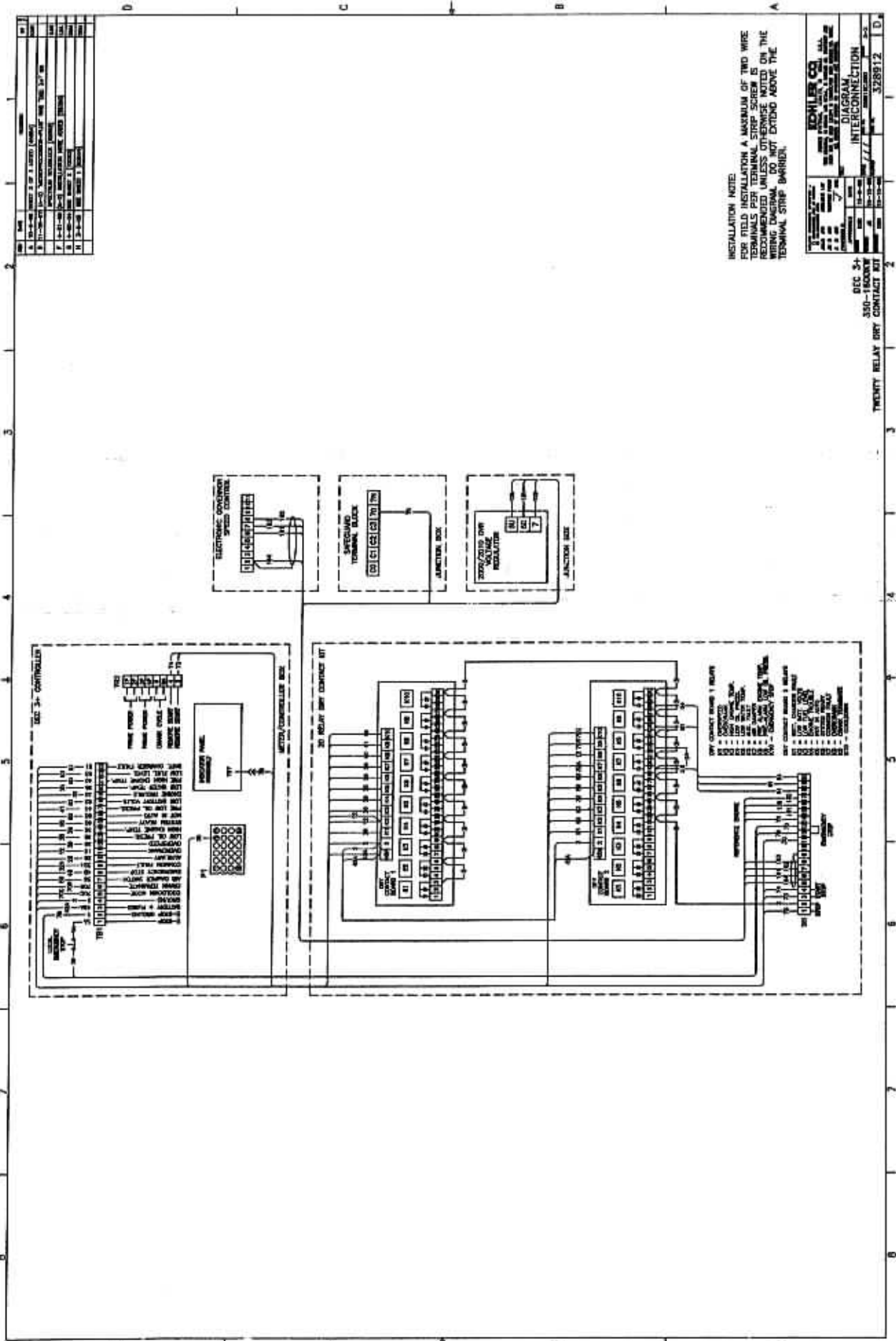
- Stator and exciter winding high-potential test on all generators. Surge transient tests on stators for generators 180 kW or larger. Continuity and balance tests on all rotors.
- One-step, full-load pickup tests to verify that the performance of each generator set, regulator, and governor meets published specifications.
- Regulation and stability of voltage and frequency are tested and verified at no load, 1/4 load, 1/2 load, 3/4 load, and full-rated load.
- Voltage, amperage, frequency and power output ratings verified by full-load test.
- The proper operation of controller logic circuitry, prealarm warnings, and shutdown functions is tested and verified.
- Any defect or variation from specification discovered during testing is corrected and retested prior to approval for shipment to the customer.

KOHLER®
POWER SYSTEMS

KOHLER CO., Kohler, Wisconsin 53044
Phone 920-565-3381, Fax 920-459-1646
For the nearest sales/service outlet in the
US and Canada, phone 1-800-544-2444
KohlerPowerSystems.com

Q18-56 12/05a

Miscellaneous



INSTALLATION NOTE
 FOR FIELD INSTALLATION A MAXIMUM OF TWO WIRE
 TERMINALS PER TERMINAL STRIP SCREW IS
 RECOMMENDED UNLESS OTHERWISE NOTED ON THE
 WIRING DIAGRAM. DO NOT EXTEND ABOVE THE
 TERMINAL STRIP BARRIER.

KOHLER CO.		DIAGRAM		INTERCONNECTION	
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60
61	62	63	64	65	66
67	68	69	70	71	72
73	74	75	76	77	78
79	80	81	82	83	84
85	86	87	88	89	90
91	92	93	94	95	96
97	98	99	100	101	102
103	104	105	106	107	108
109	110	111	112	113	114
115	116	117	118	119	120
121	122	123	124	125	126
127	128	129	130	131	132
133	134	135	136	137	138
139	140	141	142	143	144
145	146	147	148	149	150
151	152	153	154	155	156
157	158	159	160	161	162
163	164	165	166	167	168
169	170	171	172	173	174
175	176	177	178	179	180
181	182	183	184	185	186
187	188	189	190	191	192
193	194	195	196	197	198
199	200	201	202	203	204
205	206	207	208	209	210
211	212	213	214	215	216
217	218	219	220	221	222
223	224	225	226	227	228
229	230	231	232	233	234
235	236	237	238	239	240
241	242	243	244	245	246
247	248	249	250	251	252
253	254	255	256	257	258
259	260	261	262	263	264
265	266	267	268	269	270
271	272	273	274	275	276
277	278	279	280	281	282
283	284	285	286	287	288
289	290	291	292	293	294
295	296	297	298	299	300
301	302	303	304	305	306
307	308	309	310	311	312
313	314	315	316	317	318
319	320	321	322	323	324
325	326	327	328	329	330
331	332	333	334	335	336
337	338	339	340	341	342
343	344	345	346	347	348
349	350	351	352	353	354
355	356	357	358	359	360
361	362	363	364	365	366
367	368	369	370	371	372
373	374	375	376	377	378
379	380	381	382	383	384
385	386	387	388	389	390
391	392	393	394	395	396
397	398	399	400	401	402
403	404	405	406	407	408
409	410	411	412	413	414
415	416	417	418	419	420
421	422	423	424	425	426
427	428	429	430	431	432
433	434	435	436	437	438
439	440	441	442	443	444
445	446	447	448	449	450
451	452	453	454	455	456
457	458	459	460	461	462
463	464	465	466	467	468
469	470	471	472	473	474
475	476	477	478	479	480
481	482	483	484	485	486
487	488	489	490	491	492
493	494	495	496	497	498
499	500	501	502	503	504
505	506	507	508	509	510
511	512	513	514	515	516
517	518	519	520	521	522
523	524	525	526	527	528
529	530	531	532	533	534
535	536	537	538	539	540
541	542	543	544	545	546
547	548	549	550	551	552
553	554	555	556	557	558
559	560	561	562	563	564
565	566	567	568	569	570
571	572	573	574	575	576
577	578	579	580	581	582
583	584	585	586	587	588
589	590	591	592	593	594
595	596	597	598	599	600
601	602	603	604	605	606
607	608	609	610	611	612
613	614	615	616	617	618
619	620	621	622	623	624
625	626	627	628	629	630
631	632	633	634	635	636
637	638	639	640	641	642
643	644	645	646	647	648
649	650	651	652	653	654
655	656	657	658	659	660
661	662	663	664	665	666
667	668	669	670	671	672
673	674	675	676	677	678
679	680	681	682	683	684
685	686	687	688	689	690
691	692	693	694	695	696
697	698	699	700	701	702
703	704	705	706	707	708
709	710	711	712	713	714
715	716	717	718	719	720
721	722	723	724	725	726
727	728	729	730	731	732
733	734	735	736	737	738
739	740	741	742	743	744
745	746	747	748	749	750
751	752	753	754	755	75

REV	DATE	DESCRIPTION
1	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)
2	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)
3	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)
4	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)
5	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)
6	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)
7	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)
8	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)
9	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)
10	1-1-60	1-1-60 NEW DESIGN FOR NEW STANDARD (PENDING)

NOTES: 1. THIS DRAWING IS THE PROPERTY OF KOHLER CO. 2. IT IS TO BE USED ONLY FOR THE PURPOSES SPECIFIED HEREON. 3. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM KOHLER CO.

Style A

PART NO.	REV.	ITEM 1	ITEM 2	A43.3 [12]	B REF.	C I.D. REF.	D REF.	STYLE
273571	AF	X-797-25	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273572	AF	X-797-26	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273573	AF	X-797-27	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273574	AF	X-797-28	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273575	AF	X-797-29	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273576	AF	X-797-30	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273577	AF	X-797-31	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273578	AF	X-797-32	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273579	AF	X-797-33	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273580	AF	X-797-34	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273581	AF	X-797-35	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273582	AF	X-797-36	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273583	AF	X-797-37	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273584	AF	X-797-38	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273585	AF	X-797-39	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273586	AF	X-797-40	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273587	AF	X-797-41	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273588	AF	X-797-42	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273589	AF	X-797-43	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273590	AF	X-797-44	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273591	AF	X-797-45	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273592	AF	X-797-46	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273593	AF	X-797-47	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273594	AF	X-797-48	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273595	AF	X-797-49	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273596	AF	X-797-50	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273597	AF	X-797-51	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273598	AF	X-797-52	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273599	AF	X-797-53	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273600	AF	X-797-54	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273601	AF	X-797-55	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273602	AF	X-797-56	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273603	AF	X-797-57	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273604	AF	X-797-58	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273605	AF	X-797-59	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273606	AF	X-797-60	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273607	AF	X-797-61	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273608	AF	X-797-62	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273609	AF	X-797-63	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273610	AF	X-797-64	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273611	AF	X-797-65	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273612	AF	X-797-66	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273613	AF	X-797-67	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273614	AF	X-797-68	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273615	AF	X-797-69	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273616	AF	X-797-70	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273617	AF	X-797-71	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273618	AF	X-797-72	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273619	AF	X-797-73	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273620	AF	X-797-74	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273621	AF	X-797-75	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273622	AF	X-797-76	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273623	AF	X-797-77	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273624	AF	X-797-78	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273625	AF	X-797-79	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273626	AF	X-797-80	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273627	AF	X-797-81	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273628	AF	X-797-82	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273629	AF	X-797-83	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273630	AF	X-797-84	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273631	AF	X-797-85	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273632	AF	X-797-86	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273633	AF	X-797-87	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273634	AF	X-797-88	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273635	AF	X-797-89	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273636	AF	X-797-90	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273637	AF	X-797-91	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273638	AF	X-797-92	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273639	AF	X-797-93	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273640	AF	X-797-94	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273641	AF	X-797-95	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273642	AF	X-797-96	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273643	AF	X-797-97	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273644	AF	X-797-98	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273645	AF	X-797-99	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273646	AF	X-797-100	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273647	AF	X-797-101	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273648	AF	X-797-102	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273649	AF	X-797-103	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273650	AF	X-797-104	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273651	AF	X-797-105	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273652	AF	X-797-106	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273653	AF	X-797-107	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273654	AF	X-797-108	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273655	AF	X-797-109	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273656	AF	X-797-110	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273657	AF	X-797-111	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273658	AF	X-797-112	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273659	AF	X-797-113	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273660	AF	X-797-114	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273661	AF	X-797-115	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273662	AF	X-797-116	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273663	AF	X-797-117	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273664	AF	X-797-118	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273665	AF	X-797-119	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273666	AF	X-797-120	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273667	AF	X-797-121	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273668	AF	X-797-122	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273669	AF	X-797-123	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273670	AF	X-797-124	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273671	AF	X-797-125	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273672	AF	X-797-126	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273673	AF	X-797-127	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273674	AF	X-797-128	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273675	AF	X-797-129	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273676	AF	X-797-130	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273677	AF	X-797-131	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273678	AF	X-797-132	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273679	AF	X-797-133	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273680	AF	X-797-134	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273681	AF	X-797-135	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273682	AF	X-797-136	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273683	AF	X-797-137	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273684	AF	X-797-138	X-533-1	408 [18.0]	3" NPT	62.0 [2.44]	25.4 [1.00]	A
273685	AF	X-797-139	X-533-1	408 [1				

NOTES :
MUST BE FREE OF RUST, BURRS & WELD SPATTER.
PAINT ONE COAT HEAT RESISTANT BLACK
WIRE BRUSH ANY FLAMED PAINT AROUND WELDS.

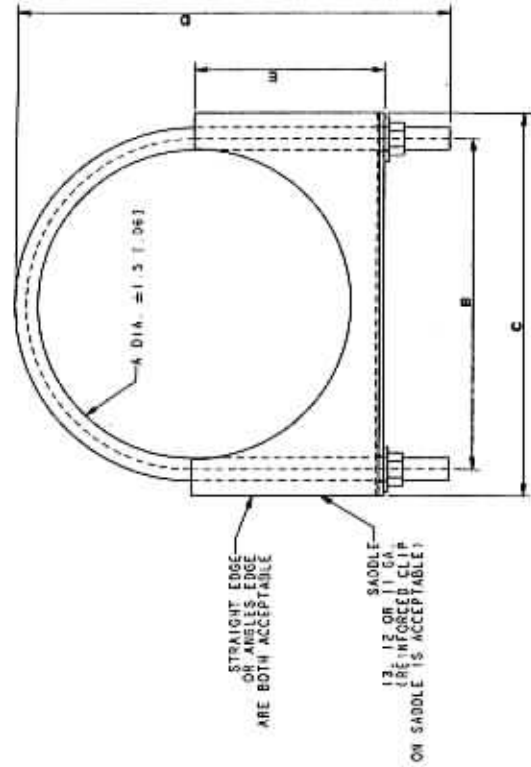
METRIC- CAD FILE

DIMENSIONS IN [] ARE INCH EQUIVALENTS.

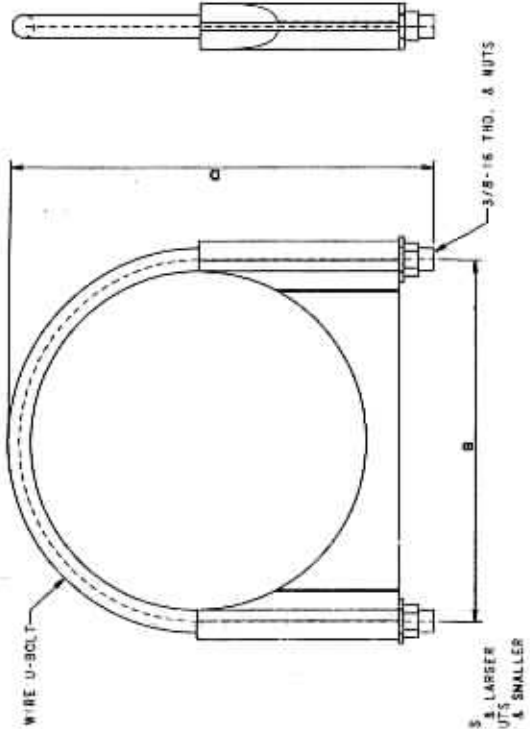


PART NAMEER	REV TYPE	NOMINAL SIZE	A	B REF.	C REF.	D REF.	E REF.	GALVE	MATL FINISH
X-722-7	AE	1 23.4 (1.00)	26.2 (1.03)						
X-722-8	AE	1 26.4 (1.12)	31.8 (1.25)						
X-722-9	AE	1 31.8 (1.25)	34.8 (1.37)						
X-722-10	AE	1 38.1 (1.50)	41.1 (1.62)						
X-722-11	AE	1 41.1 (1.62)	44.5 (1.75)						
X-722-12	AE	1 44.5 (1.75)	47.9 (1.88)						
X-722-13	AE	1 50.8 (2.00)	53.8 (2.12)	82.0 (3.23)	90.3 (3.55)	86.4 (3.40)	34.3 (1.35)	14	2 NONE
X-722-14	AE	1 51.2 (2.02)	54.2 (2.13)	88.3 (3.48)	96.4 (3.79)	94.0 (3.70)	38.1 (1.50)	14	1
X-722-15	AE	1 51.2 (2.02)	56.5 (2.23)	91.3 (3.59)	99.5 (3.92)	97.0 (3.82)	41.1 (1.62)	14	1
X-722-16	AE	1 56.5 (2.23)	59.5 (2.34)	96.2 (3.79)	104.3 (4.10)	101.8 (4.00)	50.8 (2.00)	14	1
X-722-17	AE	1 59.5 (2.34)	62.5 (2.46)	99.2 (3.91)	107.3 (4.22)	104.8 (4.12)	53.8 (2.12)	14	1
X-722-18	AE	1 62.5 (2.46)	65.5 (2.58)	102.2 (4.02)	110.3 (4.34)	107.8 (4.24)	56.5 (2.23)	14	1
X-722-19	AE	1 65.5 (2.58)	68.5 (2.70)	105.2 (4.14)	113.3 (4.46)	110.8 (4.36)	59.5 (2.34)	14	1
X-722-20	AE	1 68.5 (2.70)	71.5 (2.82)	108.2 (4.26)	116.3 (4.58)	113.8 (4.48)	62.5 (2.46)	14	1
X-722-21	AE	1 71.5 (2.82)	74.5 (2.94)	111.2 (4.38)	119.3 (4.70)	116.8 (4.60)	65.5 (2.58)	14	1
X-722-22	AE	1 74.5 (2.94)	77.5 (3.06)	114.2 (4.50)	122.3 (4.82)	119.8 (4.72)	68.5 (2.70)	14	1
X-722-23	AE	1 77.5 (3.06)	80.5 (3.18)	117.2 (4.62)	125.3 (4.94)	122.8 (4.84)	71.5 (2.82)	14	1
X-722-24	AE	1 80.5 (3.18)	83.5 (3.30)	120.2 (4.74)	128.3 (5.06)	125.8 (4.96)	74.5 (2.94)	14	1
X-722-25	AE	1 83.5 (3.30)	86.5 (3.42)	123.2 (4.86)	131.3 (5.18)	128.8 (5.08)	77.5 (3.06)	14	1
X-722-26	AE	1 86.5 (3.42)	89.5 (3.54)	126.2 (4.98)	134.3 (5.30)	131.8 (5.20)	80.5 (3.30)	14	1
X-722-27	AE	1 89.5 (3.54)	92.5 (3.66)	129.2 (5.10)	137.3 (5.42)	134.8 (5.32)	83.5 (3.42)	14	1
X-722-28	AE	1 92.5 (3.66)	95.5 (3.78)	132.2 (5.22)	140.3 (5.54)	137.8 (5.44)	86.5 (3.54)	14	1
X-722-29	AE	1 95.5 (3.78)	98.5 (3.90)	135.2 (5.34)	143.3 (5.66)	140.8 (5.56)	89.5 (3.66)	14	1
X-722-30	AE	1 98.5 (3.90)	101.5 (4.02)	138.2 (5.46)	146.3 (5.78)	143.8 (5.68)	92.5 (3.78)	14	1
X-722-31	AE	1 101.5 (4.02)	104.5 (4.14)	141.2 (5.58)	149.3 (5.90)	146.8 (5.80)	95.5 (3.90)	14	1
X-722-32	AE	1 104.5 (4.14)	107.5 (4.26)	144.2 (5.70)	152.3 (6.02)	149.8 (5.92)	98.5 (4.02)	14	1
X-722-33	AE	1 107.5 (4.26)	110.5 (4.38)	147.2 (5.82)	155.3 (6.14)	152.8 (6.04)	101.5 (4.14)	14	1
X-722-34	AE	1 110.5 (4.38)	113.5 (4.50)	150.2 (5.94)	158.3 (6.26)	155.8 (6.16)	104.5 (4.26)	14	1
X-722-35	AE	1 113.5 (4.50)	116.5 (4.62)	153.2 (6.06)	161.3 (6.38)	158.8 (6.28)	107.5 (4.38)	14	1
X-722-36	AE	1 116.5 (4.62)	119.5 (4.74)	156.2 (6.18)	164.3 (6.50)	161.8 (6.40)	110.5 (4.50)	14	1
X-722-37	AE	1 119.5 (4.74)	122.5 (4.86)	159.2 (6.30)	167.3 (6.62)	164.8 (6.52)	113.5 (4.62)	14	1
X-722-38	AE	1 122.5 (4.86)	125.5 (4.98)	162.2 (6.42)	170.3 (6.74)	167.8 (6.64)	116.5 (4.74)	14	1
X-722-39	AE	1 125.5 (4.98)	128.5 (5.10)	165.2 (6.54)	173.3 (6.86)	170.8 (6.76)	119.5 (4.86)	14	1
X-722-40	AE	1 128.5 (5.10)	131.5 (5.22)	168.2 (6.66)	176.3 (6.98)	173.8 (6.88)	122.5 (4.98)	14	1
X-722-41	AE	1 131.5 (5.22)	134.5 (5.34)	171.2 (6.78)	179.3 (7.10)	176.8 (6.98)	125.5 (5.10)	14	1
X-722-42	AE	1 134.5 (5.34)	137.5 (5.46)	174.2 (6.90)	182.3 (7.22)	179.8 (7.10)	128.5 (5.22)	14	1
X-722-43	AE	1 137.5 (5.46)	140.5 (5.58)	177.2 (7.02)	185.3 (7.34)	182.8 (7.22)	131.5 (5.34)	14	1
X-722-44	AE	1 140.5 (5.58)	143.5 (5.70)	180.2 (7.14)	188.3 (7.46)	185.8 (7.34)	134.5 (5.46)	14	1
X-722-45	AE	1 143.5 (5.70)	146.5 (5.82)	183.2 (7.26)	191.3 (7.58)	188.8 (7.46)	137.5 (5.58)	14	1
X-722-46	AE	1 146.5 (5.82)	149.5 (5.94)	186.2 (7.38)	194.3 (7.70)	191.8 (7.58)	140.5 (5.70)	14	1
X-722-47	AE	1 149.5 (5.94)	152.5 (6.06)	189.2 (7.50)	197.3 (7.82)	194.8 (7.70)	143.5 (5.82)	14	1
X-722-48	AE	1 152.5 (6.06)	155.5 (6.18)	192.2 (7.62)	200.3 (7.94)	197.8 (7.82)	146.5 (5.94)	14	1
X-722-49	AE	1 155.5 (6.18)	158.5 (6.30)	195.2 (7.74)	203.3 (8.06)	200.8 (7.94)	149.5 (6.06)	14	1
X-722-50	AE	1 158.5 (6.30)	161.5 (6.42)	198.2 (7.86)	206.3 (8.18)	203.8 (8.06)	152.5 (6.18)	14	1
X-722-51	AE	1 161.5 (6.42)	164.5 (6.54)	201.2 (7.98)	209.3 (8.30)	206.8 (8.18)	155.5 (6.30)	14	1
X-722-52	AE	1 164.5 (6.54)	167.5 (6.66)	204.2 (8.10)	212.3 (8.42)	209.8 (8.30)	158.5 (6.42)	14	1
X-722-53	AE	1 167.5 (6.66)	170.5 (6.78)	207.2 (8.22)	215.3 (8.54)	212.8 (8.42)	161.5 (6.54)	14	1
X-722-54	AE	1 170.5 (6.78)	173.5 (6.90)	210.2 (8.34)	218.3 (8.66)	215.8 (8.54)	164.5 (6.66)	14	1
X-722-55	AE	1 173.5 (6.90)	176.5 (7.02)	213.2 (8.46)	221.3 (8.78)	218.8 (8.66)	167.5 (6.78)	14	1
X-722-56	AE	1 176.5 (7.02)	179.5 (7.14)	216.2 (8.58)	224.3 (8.90)	221.8 (8.78)	170.5 (6.90)	14	1
X-722-57	AE	1 179.5 (7.14)	182.5 (7.26)	219.2 (8.70)	227.3 (9.02)	224.8 (8.90)	173.5 (7.02)	14	1
X-722-58	AE	1 182.5 (7.26)	185.5 (7.38)	222.2 (8.82)	230.3 (9.14)	227.8 (9.02)	176.5 (7.14)	14	1
X-722-59	AE	1 185.5 (7.38)	188.5 (7.50)	225.2 (8.94)	233.3 (9.26)	230.8 (9.14)	179.5 (7.26)	14	1
X-722-60	AE	1 188.5 (7.50)	191.5 (7.62)	228.2 (9.06)	236.3 (9.38)	233.8 (9.26)	182.5 (7.38)	14	1
X-722-61	AE	1 191.5 (7.62)	194.5 (7.74)	231.2 (9.18)	239.3 (9.50)	236.8 (9.38)	185.5 (7.50)	14	1
X-722-62	AE	1 194.5 (7.74)	197.5 (7.86)	234.2 (9.30)	242.3 (9.62)	239.8 (9.50)	188.5 (7.62)	14	1
X-722-63	AE	1 197.5 (7.86)	200.5 (7.98)	237.2 (9.42)	245.3 (9.74)	242.8 (9.62)	191.5 (7.74)	14	1
X-722-64	AE	1 200.5 (7.98)	203.5 (8.10)	240.2 (9.54)	248.3 (9.86)	245.8 (9.74)	194.5 (7.86)	14	1
X-722-65	AE	1 203.5 (8.10)	206.5 (8.22)	243.2 (9.66)	251.3 (9.98)	248.8 (9.86)	197.5 (7.98)	14	1
X-722-66	AE	1 206.5 (8.22)	209.5 (8.34)	246.2 (9.78)	254.3 (10.10)	251.8 (9.98)	200.5 (8.10)	14	1
X-722-67	AE	1 209.5 (8.34)	212.5 (8.46)	249.2 (9.90)	257.3 (10.22)	254.8 (10.10)	203.5 (8.22)	14	1
X-722-68	AE	1 212.5 (8.46)	215.5 (8.58)	252.2 (10.02)	260.3 (10.34)	257.8 (10.22)	206.5 (8.34)	14	1
X-722-69	AE	1 215.5 (8.58)	218.5 (8.70)	255.2 (10.14)	263.3 (10.46)	260.8 (10.34)	209.5 (8.46)	14	1
X-722-70	AE	1 218.5 (8.70)	221.5 (8.82)	258.2 (10.26)	266.3 (10.58)	263.8 (10.46)	212.5 (8.58)	14	1
X-722-71	AE	1 221.5 (8.82)	224.5 (8.94)	261.2 (10.38)	269.3 (10.70)	266.8 (10.58)	215.5 (8.70)	14	1
X-722-72	AE	1 224.5 (8.94)	227.5 (9.06)	264.2 (10.50)	272.3 (10.82)	269.8 (10.70)	218.5 (8.82)	14	1
X-722-73	AE	1 227.5 (9.06)	230.5 (9.18)	267.2 (10.62)	275.3 (10.94)	272.8 (10.82)	221.5 (8.94)	14	1
X-722-74	AE	1 230.5 (9.18)	233.5 (9.30)	270.2 (10.74)	278.3 (11.06)	275.8 (10.94)	224.5 (9.06)	14	1
X-722-75	AE	1 233.5 (9.30)	236.5 (9.42)	273.2 (10.86)	281.3 (11.18)	278.8 (11.06)	227.5 (9.18)	14	1
X-722-76	AE	1 236.5 (9.42)	239.5 (9.54)	276.2 (10.98)	284.3 (11.30)	281.8 (11.18)	230.5 (9.30)	14	1
X-722-77	AE	1 239.5 (9.54)	242.5 (9.66)	279.2 (11.10)	287.3 (11.42)	284.8 (11.30)	233.5 (9.42)	14	1
X-722-78	AE	1 242.5 (9.66)	245.5 (9.78)	282.2 (11.22)	290.3 (11.54)	287.8 (11.42)	236.5 (9.54)	14	1
X-722-79	AE	1 245.5 (9.78)	248.5 (9.90)	285.2 (11.34)	293.3 (11.66)	290.8 (11.54)	239.5 (9.66)	14	1
X-722-80	AE	1 248.5 (9.90)	251.5 (10.02)	288.2 (11.46)	296.3 (11.78)	293.8 (11.66)	242.5 (9.78)	14	1
X-722-81	AE	1 251.5 (10.02)	254.5 (10.14)	291.2 (11.58)	299.3 (11.90)	296.8 (11.78)	245.5 (9.90)	14	1
X-722-82	AE	1 254.5 (10.14)	257.5 (10.26)	294.2 (11.70)	302.3 (12.02)	299.8 (11.90)	248.5 (10.02)	14	1
X-722-83	AE	1 257.5 (10.26)	260.5 (10.38)	297.2 (11.82)	305.3 (12.14)	302.8 (12.02)	251.5 (10.14)	14	1
X-722-84	AE	1 260.5 (10.38)	263.5 (10.50)	300.2 (11.94)	308.3 (12.26)	305.8 (12.14)	254.5 (10.26)	14	1
X-722-85	AE	1 263.5 (10.50)	266.5 (10.62)	303.2 (12.06)	311.3 (12.38)	308.8 (12.26)	257.5 (10.38)	14	1
X-722-86	AE	1 266.5 (10.62)	269.5 (10.74)	306.2 (12.18)	314.3 (12.50)	311.8 (12.38)	260.5 (10.50)	14	1
X-722-87	AE	1 269.5 (10.74)	272.5 (10.86)	309.2 (12.30)	317.3 (12.62)	314.8 (12.50)	263.5 (10.62)	14	1
X-722-88	AE	1 272.5 (10.86)	275.5 (10.98)	312.2 (12.42)	320.3 (12.74)	317.8 (12.62)	266.5 (10.74)	14	1
X-722-89	AE	1 275.5 (10.98)	278.5 (11.10)	315.2 (12.54)	323.3 (12.86)	320.8 (12.74)	269.5 (10.86)	14	1
X-722-90	AE	1 278.5 (11.10)	281.5 (11.22)	318.2 (12.66)	326.3 (12.98)	323.8 (12.86)	272.5 (10.98)	14	1
X-722-91	AE	1 281.5 (11.22)	284.5 (11.34)	321.2 (12.78)	329.3 (13.10)	326.8 (12.98)	275.5 (11.10)	14	1
X-722-92	AE	1 284.5 (11.34)	287.5 (11.46)	324.2 (12.90)	332.3 (13.22)	329.8 (13.10)	278.5 (11.22)	14	1
X-722-93	AE	1 287.5 (11.46)	290.5 (11.58)	327.2 (13.02)	335.3 (13.34)	332.8 (13.22)	281.5 (11.34)	14	1
X-722-94	AE	1 290.5 (11.58)	293.5 (11.70)	330.2 (13.14)	338.3 (13.46)	335.8 (13.34)	284.5 (11.46)	14	1
X-722-95	AE	1 293.5 (11.70)	296.5 (11.82)	333.2 (13.26)	341.3 (13.58)	338.8 (13.46)	287.5 (11.58)	14	1
X-722-96	AE	1 296.5 (11.82)	299.5 (11.94)	336.2 (13.38)	344.3 (13.70)	341.8 (13.58)	290.5 (11.70)	14	1
X-722-97	AE	1 299.5 (11.94)	302.5 (12.06)	339.2 (13.50)	347.3 (13.82)	344.8 (13.70)	293.5 (11.82)	14	1
X-722-98	AE	1 302.5 (12.06)	305.5 (12.18)	342.2 (13.62)	350.3 (13.94)	347.8 (13.82)	296.5 (11.94)	14	1
X-722-99	AE	1 305.5 (12.18)	308.5 (12.30)	345.2 (13.74)	353.3 (14.06)	350.8 (13.94)	299.5 (12.06)	14	1
X-722-100	AE	1 308.5 (12.30)	311.5 (12.42)	348.2 (13.86)	356.3 (14.18)	353.8 (14.06)	302.5 (12.18)	14	1

TYPE 1
X-722-1 SHOWN



TYPE 2
X-722-11 SHOWN



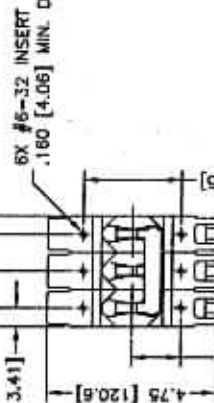
PART NO.	REV. LEVEL	F.L. AMPS	TYPE
X-796-1	W	4.0	THREE POLE
X-796-2	W	4.5	THREE POLE
X-796-3	W	3.5	THREE POLE
X-796-4	W	3.0	THREE POLE
X-796-5	W	3.0	THREE POLE
X-796-6	W	5.0	THREE POLE

NOTE:
DIMENSIONS IN [] ARE METRIC EQUIVALENTS.

NOTE:
ALL OTHER DIMENSIONS TYPICAL
AS THREE POLE.

REVISION BLOCK INDICATES REVISION LEVEL OF DRAWING ONLY. SEE PART
REVISION LEVEL. REVISION NUMBER FOR CURRENT PART REVISION LEVEL.

2.75 [69.8]
.22 [5.6]
.625 ± .062
[15.9 ± 1.57]

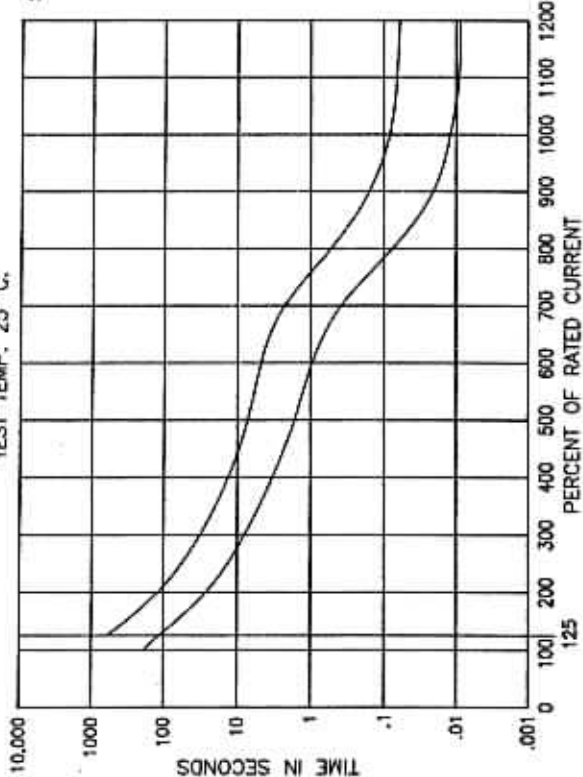


FOUR POLE

THREE POLE

4X #10-32 STUD
TORQUE 10-32 STUDS
TO 13 TO 14 IN. LBS.
[1.47 TO 1.58 Nm]

TEST TEMP. 25° C.



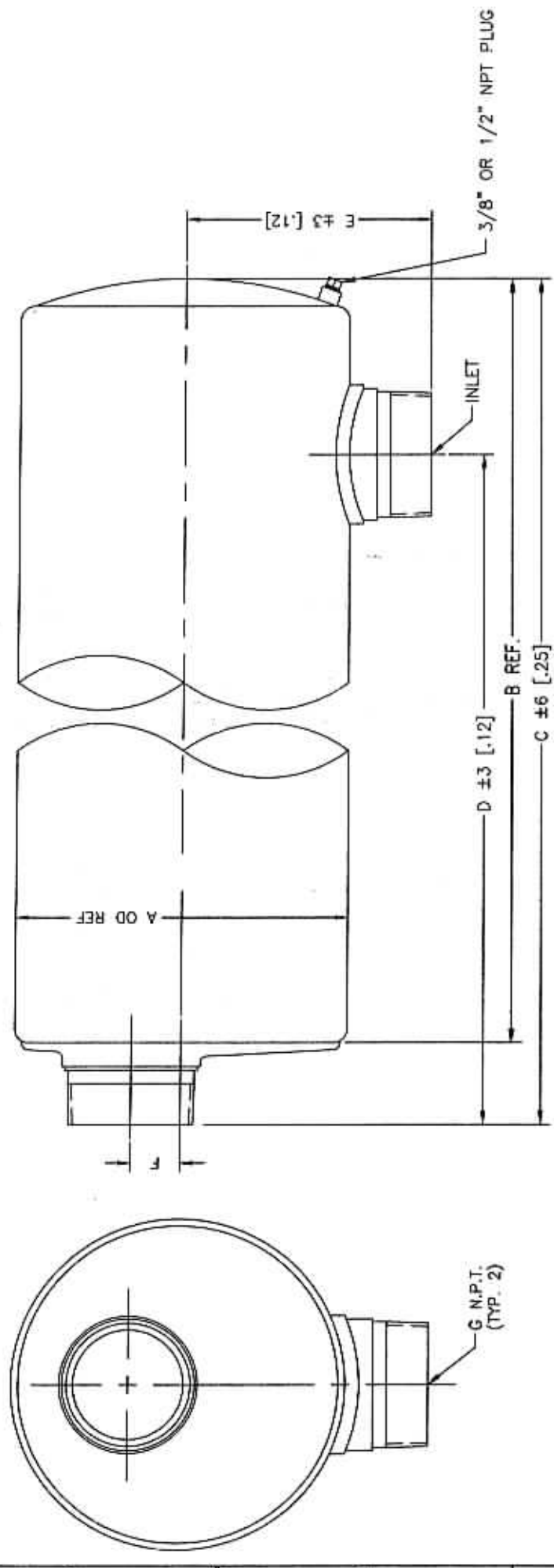
SPECIFICATIONS:

1. SPECIAL CURVE TO MEET CURVE DATA AS SHOWN.
2. VENDOR TO SUPPLY CERTIFICATE OF COMPLIANCE THAT BREAKER WILL OPERATE WITHIN CURVE LIMITS.
3. MUST BE UL LISTED OR RECOGNIZED.
4. 3 POLES - 3 CONTACTS, 3 COILS 240 VOLTS - RELAY TRIP.
5. CONTACT DATA
 - A. 50 AMP. RATING
 - B. THE NUMBER 50 MAY APPEAR ON THE FRONT OF THE BREAKER BECAUSE OF UL REQUIREMENTS.
 - C. MAXIMUM CONTACT RESISTANCE 0 TO .020 OHMS.
 - D. CONTACTS TO CARRY .5 AMPS AT 12 VOLTS D.C.
 - E. CONTACTS MUST HAVE WIPING ACTION.
6. KOHLER PART NO. TO BE CLEARLY VISIBLE ON CIRCUIT BREAKER AND ON INDIVIDUAL PACKAGING.

KOHLER CO.		P.O. BOX 1000 MILWAUKEE, WIS. 53211	
CIRCUIT BREAKER, CIRCUIT		X-796	
DATE: 11-10-78		BY: [Signature]	
CHECKED BY: [Signature]		APPROVED BY: [Signature]	
DESIGNED BY: [Signature]		DRAWN BY: [Signature]	
MANUFACTURED BY: [Signature]		TESTED BY: [Signature]	

PART NO.	REV	TYPE	A OD	B	C	D	E	F	G	DRAIN PLUG REQUIRED
253236	W	CRITICAL	216 [8.5]	879 [34.6]	922 [36.3]	810 [31.9]	178 [7.00]	0	3" N.P.T.	NO
273720	W	CRITICAL	307 [12.1]	1471 [57.9]	1547 [60.9]	1410 [55.5]	230 [9.05]	46 [1.8]	4" N.P.T.	YES
276257	W	CRITICAL	229 [9.0]	1011 [39.8]	1062 [41.8]	975 [38.4]	165 [6.5]	0	2" N.P.T.	YES
273718	W	INDUSTRIAL	216 [8.5]	777 [30.6]	853 [33.6]	757 [29.8]	184 [7.25]	0	3" N.P.T.	NO
273719	W	INDUSTRIAL	229 [9.0]	808 [31.8]	884 [34.8]	759 [29.9]	191 [7.50]	0	4" N.P.T.	YES
276256	W	INDUSTRIAL	193 [7.6]	574 [22.6]	625 [24.6]	541 [21.3]	147 [5.80]	0	2" N.P.T.	YES
352647	W	CRITICAL	282 [11.1]	1270 [50.0]	1341 [52.8]	1227 [48.3]	217 [8.55]	0	3" N.P.T.	YES
GM10078	W	RESIDENTIAL	257 [10.1]	970 [38.2]	1044 [41.1]	940 [37.0]	205 [8.1]	46 [1.8]	3" N.P.T.	YES
GM10079	W	RESIDENTIAL	257 [10.1]	1250 [49.2]	1323 [52.1]	1194 [47.0]	205 [8.1]	0	4" N.P.T.	YES
GM32151	W	HOSPITAL	358 [14.1]	1689 [66.5]	1758 [69.2]	1610 [63.4]	257 [10.1]	120 [4.0]	4" N.P.T.	YES

REVISION BLOCK INDICATES REVISION LEVEL OF DRAWING NOT PART REVISION. SEE PART REVISION LEVEL BEHIND PART NUMBER FOR CURRENT PART REVISION LEVEL.



METRIC CAD FILE

SILENCER IS TO BE SUPPLIED PACKED SEPARATELY IN A CORRUGATED CARTON SUITABLE FOR INDIVIDUAL RESHIPMENT OF SILENCER.

COLOR HIGH TEMP BLACK

DIMENSIONS IN [] ARE INCH EQUIVALENTS.

MATERIAL: ALUMINIZED STEEL

KOHLER CO.
POWER STEEL, KOHLER, WI 53044 U.S.A.
100 WEST WILSON STREET, KOHLER, WI 53044 U.S.A.
ALL RIGHTS OF INVENTION ARE RESERVED.

SILENCER

DATE	12-1-82	OF IN.	253236.DWG	REV	1-1
DESIGN	ED	12-10-82			
APPROVAL	LM	12-10-82			
PART NO. 253236					

Prestartup Checklist

Generator Set/Transfer Switch Installation Checklist

This document has generic content and some items may not apply to some applications. Check only the items that apply to the specific application. Read and understand all of the safety precautions found in the Operation and Installation Manuals. Make the following installation checks before performing the Startup Checklist.

Note: Use this form as a general guide, along with any applicable codes or standards. Comply with all applicable codes and standards. Improper installation voids the warranty.

Equipment Room or Weather Housing

- | | |
|--|---|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 1. Is the equipment installed in a fire-resistant room (made of non-combustible material) or in an outdoor weather housing? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 2. Is there adequate clearance between the engine and floor for service maintenance? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 3. Is there emergency lighting available at the equipment room or weather housing? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 4. Is there adequate heating for the equipment room or outdoor weather housing? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 5. Is the equipment room clean with all materials not related to the emergency power supply system removed? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 6. Is the equipment room protected with a fire protection system? |

Engine and Mounting

- | | |
|--|---|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 7. Is the mounting surface(s) properly constructed and leveled? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 8. Is the mounting surface made from non-combustible material? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 9. Was the generator-to-engine alignment performed after attaching the skid to the mounting base? Generator sets with two-bearing generators require alignment. |

Lubrication

- | | |
|--|--|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 10. Is the engine crankcase filled with the specified oil? |
|--|--|

Cooling and Ventilation

- | | |
|--|--|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 11. Is the cooling system filled with the manufacturer's specified coolant/antifreeze and purged of air? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 12. Is there adequate inlet and outlet air flow (electric louvers adjusted and ventilation fan motor(s) connected to the corresponding voltage)? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 13. Is the radiator duct properly sized and connected to the air vent or louver? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 14. Are flexible sections installed in the cooling water lines? |

Fuel

- | | |
|--|---|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 15. Is there an adequate/dedicated fuel supply? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 16. Are the fuel filters installed? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 17. Are the fuel tanks and piping installed in accordance with applicable codes and standards? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 18. Is there adequate fuel transfer tank pump lift capacity and is the pump motor connected to the corresponding voltage? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 19. Is the fuel transfer tank pump connected to the emergency power source? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 20. Are flexible fuel lines installed between the engine fuel inlet and fuel piping? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 21. Is the specified gas pressure available at the fuel regulator inlet? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 22. Does the gas solenoid valve function? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 23. Are the manually operated fuel and cooling water valves installed allowing manual operation or bypass of the solenoid valves? |

Exhaust

- | | |
|--|---|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 24. Is the exhaust line sized per guidelines and does it have flexible connector(s)? Is the flexible connector(s) straight? |
|--|---|

Does
Not
Yes Apply

- | | |
|--|--|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 25. Is there an exhaust line condensate trap with a drain installed? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 26. Is the specified silencer installed and are the hanger and mounting hardware tightened? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 27. Is a heat-isolating thimble(s) installed at points where exhaust lines pass through combustible wall(s) or partition(s)? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 28. Is the exhaust line free of excessive bends and restrictions? Is the backpressure within specifications? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 29. Is the exhaust line installed with a downward pitch toward the outside of the building? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 30. Is the exhaust line protected from entry by rain, snow, and animals? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 31. Does the exhaust system outlet location prevent entry of exhaust gases into buildings or structures? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 32. Are individuals protected from exposure to high temperature exhaust parts and are hot parts safety decals present? |

AC Electrical System

- | | |
|--|--|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 33. Does the nameplate voltage/frequency of the generator set and transfer switch match normal/utility source ratings? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 34. Do the generator set load conductors have adequate ampacity and are they correctly connected to the circuit breakers and/or the emergency side of the transfer switch? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 35. Are the load conductors, engine starting cables, battery charger cables, and remote annunciator leads installed in separate conduits? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 36. Is the battery charger AC circuit connected to the corresponding voltage? |

Transfer Switch, Remote Control System, Accessories

- | | |
|--|---|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 37. Is the transfer switch mechanism free of binding?
Note: Disconnect all AC sources and operate the transfer switch manually. |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 38. Are the transfer switch AC conductors correctly connected? Verify lead designations using the appropriate wiring diagrams. |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 39. Is all other wiring connected, as required? |

Batteries and DC Electrical System

- | | |
|--|--|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 40. Does the battery(ies) have the specified CCA rating and voltage? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 41. Is the battery(ies) filled with electrolyte and connected to the battery charger? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 42. Are the engine starting cables connected to the battery(ies)? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 43. Do the engine starting cables have adequate length and gauge? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 44. Is the battery(ies) installed with adequate air ventilation? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 45. Are the ends of all spark plug wires properly seated onto the coil/distributor and the spark plug? |

Special Requirements

- | | |
|--|--|
| <div style="text-align: right; padding-right: 10px;">Does
Not
Yes Apply</div> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 46. Is the earthquake protection adequate for the equipment and support systems? |
| <div style="display: flex; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> | 47. Is the equipment protected from lightning damage? |

Generator Set/Transfer Switch Startup Checklist

This document has generic content and some items may not apply to some applications. Check only the items that apply to the specific application. Read and understand all of the safety precautions found in the Operation and Installation Manuals. Complete the Installation Checklist before performing the initial startup checks. Refer to Service Bulletin 616 for Warranty Startup Procedure Requirements regarding generator set models with ECM-controlled engines.

- | Does Not
Yes Apply | Does Not
Yes Apply |
|--|---|
| <input type="checkbox"/> <input type="checkbox"/> 1. Verify that the engine is filled with oil and the cooling system is filled with coolant/antifreeze. | <input type="checkbox"/> <input type="checkbox"/> 29. Close the normal source circuit breaker or replace fuses to the transfer switch. |
| <input type="checkbox"/> <input type="checkbox"/> 2. Prime the fuel system. | <input type="checkbox"/> <input type="checkbox"/> 30. Check the normal source voltage, frequency, and phase sequence on three-phase models. The normal source must match the load. |
| <input type="checkbox"/> <input type="checkbox"/> 3. Open all water and fuel valves. Temporarily remove the radiator cap to eliminate air in the cooling system. Replace radiator cap in step 21. | <input type="checkbox"/> <input type="checkbox"/> 31. Open the normal source circuit breaker or remove fuses to the transfer switch. |
| <input type="checkbox"/> <input type="checkbox"/> 4. Place the generator set master switch in the OFF/RESET position. Observe Not-in-Auto lamp and alarm, if equipped, on the controller. | <input type="checkbox"/> <input type="checkbox"/> 32. Manually transfer the load to the normal source. |
| <input type="checkbox"/> <input type="checkbox"/> 5. Press the lamp test, if equipped on controller. Do all the alarm lamps on the panel illuminate? | <input type="checkbox"/> <input type="checkbox"/> 33. Close the generator set main line circuit breakers, close the safeguard breaker, and/or replace the fuses connected to the transfer switch. |
| <input type="checkbox"/> <input type="checkbox"/> 6. Open the main line circuit breakers, open the safeguard breaker, and/or remove fuses connected to the generator set output leads. | <input type="checkbox"/> <input type="checkbox"/> 34. Place the generator set master switch in the RUN position. |
| <input type="checkbox"/> <input type="checkbox"/> 7. Turn down the speed control (electronic governor) or speed screw (mechanical governor).* | <input type="checkbox"/> <input type="checkbox"/> 35. Check the generator set voltage, frequency, and phase sequence on three-phase models. The generator set must match normal source and load. |
| <input type="checkbox"/> <input type="checkbox"/> 8. Verify the presence of lube oil in the turbocharger, if equipped. See the engine and/or generator set operation manual. | <input type="checkbox"/> <input type="checkbox"/> 36. Place the generator set master switch in the OFF/RESET position. |
| <input type="checkbox"/> <input type="checkbox"/> 9. Place the generator set master switch in the RUN position. Allow the engine to start and run for several seconds. | <input type="checkbox"/> <input type="checkbox"/> 37. Open the generator set main line circuit breakers, open the safeguard breaker, and/or remove the fuses connected to the transfer switch. |
| <input type="checkbox"/> <input type="checkbox"/> 10. Verify that the day tank, if equipped, is energized. | <input type="checkbox"/> <input type="checkbox"/> 38. Reconnect the power switching device and logic controller wire harness at the inline disconnect plug at the transfer switch. |
| <input type="checkbox"/> <input type="checkbox"/> 11. Place the generator set master switch in the OFF/RESET position. Check for oil, coolant, and exhaust leaks. | <input type="checkbox"/> <input type="checkbox"/> 39. Close the normal source circuit breaker or replace fuses to the transfer switch. Place the generator set master switch to the AUTO position. |
| <input type="checkbox"/> <input type="checkbox"/> 12. Turn on the water/oil heaters and fuel lift pumps. | <input type="checkbox"/> <input type="checkbox"/> 40. Close the generator set main line circuit breakers, close the safeguard breaker, and/or replace the fuses connected to the transfer switch. |
| <input type="checkbox"/> <input type="checkbox"/> 13. Check the battery charger ammeter for battery charging indication. | <input type="checkbox"/> <input type="checkbox"/> 41. Place the transfer switch in the TEST position (load test or open normal source circuit breaker). NOTE: Obtain permission from the building authority before proceeding. This procedure tests transfer switch operation and connects building load to generator set power. |
| <input type="checkbox"/> <input type="checkbox"/> 14. Place the generator set master switch in the RUN position. Verify whether there is sufficient oil pressure. Check for oil, coolant, and exhaust leaks. | <input type="checkbox"/> <input type="checkbox"/> 42. Readjust frequency to 50 or 60 Hz with total building loads.* |
| <input type="checkbox"/> <input type="checkbox"/> 15. Close the safeguard circuit breaker. Adjust the engine speed to 50/60 Hz if equipped with an electronic governor or to 52.8/63 Hz if equipped with a mechanical governor.* | <input type="checkbox"/> <input type="checkbox"/> 43. Verify that the current phase is balanced for three phase systems. |
| <input type="checkbox"/> <input type="checkbox"/> 16. If the speed is unstable, adjust according to the appropriate engine and/or governor manual.* | <input type="checkbox"/> <input type="checkbox"/> 44. Release the transfer switch test switch or close the normal circuit breaker. The transfer switch should retransfer to the normal source after appropriate time delay(s). |
| <input type="checkbox"/> <input type="checkbox"/> 17. Adjust the AC output voltage to match the load voltage using the voltage adjusting control. See the generator set/controller operation manual. | <input type="checkbox"/> <input type="checkbox"/> 45. Allow the generator set to run and shut down automatically after the appropriate cool down time delay(s). |
| <input type="checkbox"/> <input type="checkbox"/> 18. Allow the engine to reach normal operating coolant temperature. | <input type="checkbox"/> <input type="checkbox"/> 46. Set the plant exerciser to the customer's required exercise period, if equipped. |
| <input type="checkbox"/> <input type="checkbox"/> 19. Check the operating temperature on city water-cooled models and adjust the thermostatic valve as necessary. | <input type="checkbox"/> <input type="checkbox"/> 47. Verify that all options on the transfer switch are adjusted and functional for the customer's requirements. |
| <input type="checkbox"/> <input type="checkbox"/> 20. Manually overspeed the engine to cause an engine shutdown (68-70 Hz on 60 Hz models and 58-60 Hz on 50 Hz models). Place the generator set master switch in the OFF/RESET position.* | <input type="checkbox"/> <input type="checkbox"/> 48. If possible, run the building loads on the generator set for several hours or perform the load bank test if required. |
| <input type="checkbox"/> <input type="checkbox"/> 21. Check the coolant level, add coolant as necessary, and replace the radiator cap. Verify that all hose clamps are tight and secure. | <input type="checkbox"/> <input type="checkbox"/> 49. Verify that all the wire connections from the generator set to the transfer switch and optional accessories are tight and secure. |
| <input type="checkbox"/> <input type="checkbox"/> 22. Place the generator set master switch in the RUN position. | <input type="checkbox"/> <input type="checkbox"/> 50. Verify that the customer has the appropriate engine/generator set and transfer switch literature. Instruct the customer in the operation and maintenance of the power system. |
| <input type="checkbox"/> <input type="checkbox"/> 23. Verify the engine low oil pressure and high coolant temperature shutdowns.* | <input type="checkbox"/> <input type="checkbox"/> 51. Fill out the startup notification at this time and send the white copy to the Generator Warranty Dept. Include the warranty form if applicable. |
| <input type="checkbox"/> <input type="checkbox"/> 24. Check the overcrank shutdown.* | |
| <input type="checkbox"/> <input type="checkbox"/> 25. Place the generator set master switch in the OFF/RESET position. | |
| <input type="checkbox"/> <input type="checkbox"/> 26. Open the normal source circuit breaker or remove fuses to the transfer switch. | |
| <input type="checkbox"/> <input type="checkbox"/> 27. Disconnect the power switching device and logic controller wire harness at the inline disconnect plug at the transfer switch. | |
| <input type="checkbox"/> <input type="checkbox"/> 28. Manually transfer the load to the emergency source. | |

* Some models with an Engine Electronic Control Module (ECM) may limit or prohibit adjusting the engine speed or testing shutdowns. Refer to appropriate documentation available from the manufacturer.

Sean Gascoigne

From: [REDACTED]
Sent: Friday, February 12, 2010 09:23 AM
To: Sean Gascoigne; Village Trustees; Village President
Subject: cell antenna

Dear Village of Hinsdale Representatives,

I respectfully send you this information in hopes of having a thoughtful look into the issue of placing multiple cell antennas so close to 2700 students at Hinsdale Central High School.

Thank you,

[REDACTED] St.

Staten Island Real-Time News

Breaking local news from Staten Island, NY

News »

Bd. 1 Says No To Cellphone Antenna

BY RICHARD GENTILVISO

It was bound to happen. The proliferation of cellphone antennas has left less and less space on rooftops. As a result, one cellphone company was finally forced to ask for permission to install the antenna towers. And Community Board 1 said no.

At its April meeting, the board overwhelmingly voted down an application by MetroPCS New York to install a cellphone tower consisting of six antennas and five cabinets on the roof of a sixstory residential building in Woodside.

In less than a decade, cellphone towers have gone up unchecked

02/15/2010

Staten Island's CB3 votes down placing cell-phone tower in Tottenville

By Dean Balsamini
 May 27, 2009, 1:23AM

The people spoke and members of Community Board 3 heard them loud and clear: No cell-phone tower in their community.

The full board voted 24-3 against placing the tower in a section of Tottenville, during their meeting last night in the CYO/MIV Center, Mount Loretto, Pleasant Plains. There was one abstention and one non-vote.

within Community Board 1 because they are, for the most part, not subject to zoning. But the New York City Department of Buildings does limit cellular equipment to no more than 5 percent of the floor area or 400 square feet on a zoning lot, or as in this case, on the roof.

MetroPCS needs a variance because its request exceeds the allowed usage of 5 percent or 400 square feet at the building selected, 53-01 32nd Ave., where multiple cellphone companies already have antennas.

"Why do you need more antennas on this particular building?" asked Board Member George Alexiou.

Fahad Kananeh, senior radio frequency engineer for MetroPCS, said, "We have a coverage gap in the area and we have selected this building because of the height. This is the highest in a quarter of a mile radius."

Daniel Collins, chief technical officer for Pinnacle Telecom Group, a consultant to MetroPCS, said the people living below the roof top antennas would be exposed to radio frequency emissions of "less than 1 percent", which he described as "rather insignificant".

"We don't really believe everything you say about how safe it is," said Board Member Robert Piazza.

"The [safety] calculations are based on public standards under federal law," said Collins.

02/15/2010



Advance file photo

Members of Community Board 3 last night voted down a proposed cell-phone tower in Tottenville and also said goodbye to District Manager Marie Bodnar, who is retiring after 30 years.

"It's what ... the people want," said one board member, arguing against the tower, to applause.

The crux of the issue is an application by Omnipoint Communications for special permit approval for a proposed 80-foot non-accessory radio tower and related equipment at 6736 Hylan Blvd., Tottenville, at the South Shore Swim Club. For many in the community, the tower is anathema because it would be in the center of a residential area, with a Montessori school nearby.

"If there is no issue with safety, why is there a limitation on the square footage?" asked Board Member Gerry Caliendo.

"There's a lot of questions concerning cellphone towers in residential areas," said Board Member Thomas Ryan.

"We're concerned about cumulative impact," said Board Member Mary O'Hara.

A group of residents submitted a petition in opposition. "We do not want [cell]phone antennas," said one.

In other business, five new applications for unenclosed sidewalk cafes were approved, while one re-application for an unenclosed sidewalk cafe was denied.

The approvals were for: Agnanti, 20 tables and 40 seats, at 19-06 Ditmars Blvd.; Vesta, 10 tables and 20 seats, at 21-02 30th Ave.; Vlahika, 12 tables and 24 seats, at 23-01 31st St.; Diwine, 9 tables and 22 seats, at 41-15 31st Ave. and Lava Bar & Grill, 6 tables and 18 seats, at 27-01 23rd Ave.

A re-application for Dandana, 16 tables and 35 seats, at 42-21 Broadway, was denied on the basis of numerous letters of complaints from nearby residents. The 114th Police Precinct said that as recently as April 5 the establishment was cited with a summons for unreasonable noise. There were also other citations on the record.

About 45 residents showed up last night. Speakers like swim club member Anthony Graziano argued passionately against placing the tower near where children live and play. Reassurance from authorities seems not to dispel the perception that cell phone towers could endanger people's health.

"Thirty years ago, smoking was the coolest thing around. Kids do it today -- it's an outrage, but we didn't know. They are losing their fingers, their lungs, they can get cancer. We do not know the results of this tower. We won't know until it happens," Graziano said.

Third Vice Chair Thomas Barlotta cited erroneous assurances of safety in respect of the diet drug fen-phen, the painkiller Vioxx, even the air around the World Trade Center.

A few board members offered that cell phone towers are an inescapable reality in a world where people depend on cell phones. But board member Harold Kozak spoke for most in saying, "I think we have no choice but to oppose this on the grounds that if we oppose this and we keep opposing these towers," word will get out that companies must place them elsewhere.

Some board members suggested the antennas piggyback on extant towers, or that they be placed on city property, such as police or fire stations, or in the former Fresh Kills landfill.

In any event, the board's role is no more than advisory; final determination will be made by the city Board of Standards and Appeals.

Robert Gaudio represented Omnipoint.

In other business, board members said goodbye last night to District Manager Marie Bodnar, who is retiring after 30 years.

Ms. Bodnar said she was looking forward to increased opportunities to indulge in one of her pastimes, dancing to country music: "Oooh, I'm going to get to kick up my heels."

Among her well-wishers last night was City Councilman Vincent Ignizio (R-South Shore).

--- Contributed by Kiawana Rich

Cell Towers and Antennas, Can T-Mobile Do This to Your Community Too?



As I lay awake another night at 2 a.m. with Christmas around the corner, my children fighting a brutal stomach virus, what do you think is on my mind? **T-Mobile!** How can I stop them from putting a cell tower only 180 feet from my family? This is the overriding thought that has been in my

head since October 18th when my Hopewell Township Committee granted T-Mobile a variance and permission to transform a harmless, non-radiating water tower into a cell tower. It has consumed me and many of my neighbors too. This is the "T-Mobile Impact" and it affects me on a daily basis.

Loopholes We Shouldn't Have to Live With

I cannot fathom that due to an ordinance with a loophole encouraging cell providers to co-locate on existing structures (no matter where or how close they are located to human beings) that soon our community will be living under **constant radiation**. Yes, it may be at a low level, but it's constant. Can anyone guarantee that there is no chance of our families being physically, mentally and emotionally affected by this? No! So what percent are we willing to live with 10%, 8%, 5%, 3%? What percent will give us peace of mind? Right now the water tower gives 0% chance of harm to our community, and that's what we deserve.

Patrick Lamb from T-Mobile

Who can help us rectify this situation? We have met with Patrick Lamb of T-Mobile, he listens very well, gives little rays of hope and then takes them away in the same breath. Why can't he realize that a community of potential customers would be so much more grateful to a business that **sometimes** cares more about people the bottom line.

Trenton Water Works Failed

How about Trenton Water works? We are their customers too. Is it worth giving so many people access to our water supply? What kind of background checks are being done on people who would have access to the tower? Is the \$24,000 a year worth crushing property values of their customers? Putting customers at potential risk? Could they possibly have a heart? American Water, who is buying the property, frowns on attaching cell equipment to their structures. They don't want to upset their customers! Wow, what a novel concept!

Our Hopewell Township Committee

Lastly, how about our Hopewell Township Committee!? The mayor and township engineer have been working with us tirelessly, but we need more. We need the rest of the committee to step up, bring their A game. Amend the ordinance to protect us. They represent us!

The one glimmer of hope or goodness in this whole mess is the unbelievable backing of our community. We filled the town hall with families to let T-Mobile and the township committee know that we need help and that we don't want our community to be part of an involuntary health and real estate study!

So, can this happen in your community...you better check your ordinance! I think you will be surprised!

I still have hope that T-Mobile will do the right thing! They should take their time find a spot that meets their goals and is not in the most densely populated part of Hopewell. I'd love to see how many cell towers or antennas are in Mr. Lamb's neighborhood...

Proposed Cell Tower at Marshalltown High School

[View Current Signatures](#) - [Sign the Petition](#)

To: Marshalltown City Zoning Board of Adjustments

02/15/2010

To: Zoning Board of Adjustment of the City of Marshalltown
 CC: Marshalltown Community School Board

We, the following citizens, residents and community advocates of the City of Marshalltown, and all relevant neighboring communities at large do hereby:

OPPOSE the placement of a 120' cell tower and adjoining equipment compound to be located on the property of Marshalltown High School, 1602 S. 2nd Avenue Marshalltown, Iowa for the following reasons:

1. The proposed cell tower does not belong near any area zoned for Single Family Residential Use.
2. It will lower property values of the single family homes in this residential community, and residents would seek lower tax assessments as a result of this tower. There are various appraiser journals and industry publications that support the arguments of reduced property values and cell phone towers.

3. Residential Areas - Not the Place for Cell Towers:

Allowing residential landowners to place cell towers on their properties is not in the best interest of our community. These towers should be first placed on industrial, commercial, and agricultural zoned lands. There are other locations that would best suit this cell tower away from homes or schools.

4. Who Will Benefit From Cellular Tower:

Only the landowner (Marshalltown High School) and US Cellular clients will benefit from this cell tower. Why should the majority of individuals in our community be forced to deal with the negative aspects of the cell tower for the financial gain of the school?

5. US Cellular:

US Cellular has not proved why existing towers in the area, or an alternative location, cannot be used instead of erecting a cell tower adjacent a residential neighborhood and on school grounds where the health of those living nearby or attending the high school may be affected, as they are put in harms way.

6. Health Issues of Electromagnetic Fields:

There is a growing number of scientific studies linking cell towers to health related illnesses issues such as; headaches, dizziness, loss of memory, lack of concentration, sleep disorders, depression as well as cancer! Particularly vulnerable are children under the age of 20, as they have a developing immune and nervous system, as well as senior citizens. The Marshalltown High School has over 1300 students and a cell tower near

the school could adversely effect the students health, as well as the students learning ability.

The proposed tower would also be in close proximity to residential neighborhoods, nursing homes and other senior living homes, as well as daycare and pre-schools. It is a consensus within the scientific community that children and seniors are more susceptible to environmental toxins (such as EMF's from cell towers) and extra precaution should be taken to avoid exposure to such toxins.

We are concerned about the potential impact the proposed cell tower will have on the lives of children and seniors in our community and near the proposed cell tower. We are also concerned about how the proposed cell tower will financially impact nearby businesses in the area that serve children and seniors.

7. The proposed special use and development will have a substantial adverse effect upon adjacent property as well as the character, health and of the neighborhood.

Both of these conditions are prohibited under Chapter 27, Special Use Regulations, Section 3 Standards for Review, Item 3. This item specifically reads: That the proposed use and development will not have a substantial adverse effect upon adjacent property; the character of the neighborhood; traffic conditions; parking; utility and service facilities; and other factors affecting the public health, safety, and welfare.

The Marshalltown Community School District is considering entering into a long-term lease agreement with US Cellular to allow a cell tower to be constructed on school property. However, the Marshalltown High School grounds is not a suitable site for this cellular tower based on the points outlined in this petition.

We REQUEST that the City of Marshalltown Zoning Board:

1. Take a precautionary approach and strongly consider the potential health effects from the proposed cell tower.
2. Determine if a legitimate need for a cell tower exists in the center of Marshalltown. This need should be verified by data from US Cellular and by Marshalltown resident user feedback.
3. Investigate less intrusive areas not located near schools and residential neighborhoods that would be more suited to house a 120' cell tower and all accompanying equipment compounds and facilities. A suitable area would be one that would not have an adverse effect upon adjacent property or businesses.

Sean Gascoigne

From: [REDACTED]
Sent: Friday, February 12, 2010 09:24 AM
To: Sean Gascoigne; Village Trustees; Village President
Subject: Healthy News Article from SixWise.com

Dear Village of Hinsdale Representatives,

Again, I respectfully send you this information link for your review.

Thank you,
[REDACTED]

A friend of yours highly recommends you read this health article -
http://www.sixwise.com/newsletters/05/09/28/what_are_the_dangers_of_living_near_cell_phone_towers.htm

Sean Gascoigne

From: [REDACTED]
Sent: Friday, February 12, 2010 09:31 AM
To: Sean Gascoigne
Subject: Cell antenna

Please consider placing the cell antenna in another location. The research on emf radiation is far from complete. Please keep our children safe and protected!!

[REDACTED]

Sent from my iPhone

Sean Gascoigne

From: [REDACTED]
Sent: Friday, February 12, 2010 12:10 PM
To: Sean Gascoigne; Village President; Village Trustees
Cc: Kathy Gartlan; jphooten@comcast.net
Subject: Cellular Antenna Agreement

Village of Hinsdale Trustees,

I am writing in support of Kathy Gartlan's efforts to advocate a safer environment for our children. We would ask you to strongly consider installation of the cellular tower at a site away from the currently proposed site near HCHS. Other municipalities have drawn a clear line of not allowing cell towers within 1,000 feet of their schools...this is crazy that we would allow a tower to close to 2,700 children. We are a family of six and long time Hinsdale residents. Historically the Village Trustees have been very thoughtful about these important matters of health for our families and we would request that you exercise same level of diligence in considering an alternative site or shorter term contracts to enable us to mitigate the risk and potential damage caused by these towers. Thank you.

[REDACTED]

02/15/2010

Sean Gascoigne

From: [REDACTED]
Sent: Saturday, February 13, 2010 07:48 AM
To: Sean Gascoigne; Village Trustees; Village President
Subject: cell antenna

*We have an opportunity to limit the EMF exposure for our high school students.
 This is from Prevention Magazine, January 2010.*

Thank you,
 [REDACTED]

Electromagnetic Fields and Your Health

Is Dirty Electricity Making You Sick?

Too many electromagnetic fields surrounding us—from cell phones, wifi, and commonplace modern technology—may be seriously harming our health. Here's how to minimize your exposure.

By Michael Segell

Continued from page 1

[< PREVIOUS](#)

Page [1](#) | [2](#) | [3](#) | [4](#) | [5](#) | [6](#) | [7](#) | [8](#) | [9](#) | [10](#)

[NEXT >](#)

Milham was especially interested in measuring the ambient levels of a particular kind of EMF, a relatively new suspected carcinogen known as high-frequency voltage transients, or "dirty electricity." Transients are largely by-products of modern energy-efficient electronics and appliances—from computers, refrigerators, and plasma TVs to compact fluorescent lightbulbs and dimmer switches—which tamp down the electricity they use. This manipulation of current creates a wildly fluctuating and potentially dangerous electromagnetic field that not only radiates into the immediate environment but also can back up along home or office wiring all the way to the utility, infecting every energy customer in between. With Cohen's help, Milham entered the school after hours one day to take readings. Astonishingly, in some classrooms he found the surges of transient pollution exceeded his meter's ability to gauge them. His preliminary findings prompted the teachers to file a complaint with the Occupational Safety and Health Administration, which in turn ordered a full investigation by the California Department of Health Care Services.

The final analysis, reported by Milham and his colleague, L. Lloyd Morgan, in 2008 in the *American Journal of Industrial Medicine*: Cumulative exposure to transients in the school increased the likelihood a teacher would develop cancer by 64%. A single year of working in the building raised risk by 21%. The teachers' chances of developing melanoma, thyroid cancer, and uterine cancer were particularly high, as great as 13 times the average. Although not included in the tabulations, the risks for young students were probably even greater.

"In the decades-long debate about whether EMFs are harmful," says Milham, "it looks like transients could be the smoking gun."

Sean Gascoigne

From: [REDACTED]
Sent: Tuesday, February 16, 2010 09:47 AM
To: Sean Gascoigne; Village President; Village Trustees
Cc: [REDACTED]
Subject: Cell Antenna at HCHS

February 16, 2010

To Whom it May Concern:

I am sending this e-mail to the Village of Hinsdale Planning Commission, the President of the Village and the Trustees of the Village to express my concern and opposition to a proposed cell antenna installation that would allow four carriers to each place multiple antennas atop the water tower at Hinsdale Central High School. I understand that if installed, 2,700 Hinsdale Central students would be exposed to electromagnetic fields (EMF) and radiation frequencies (RF) from 4 cell carriers for 7 hours a day, 5 days a week. Not to mention the added exposure when students remain at school for after-school activities, sports, etc.

More diligence on the part of the Planning Commission, President and Trustees is required when reviewing the hazards to our children of EMF and RF exposure before deciding on the proposed installation. I understand that the level of diligence the Plan Commission has shown to date is unsatisfactory because the cell carriers have not provided sufficient information to allow Village leadership to responsibly review the plan. We need to be very cautious with the carriers and Verify, Verify, Verify every bit of information that they provide to the Village in consideration of their proposal.

I understand the carriers' site locator said he has identified alternative sites in our area. When asked what these sites were at the February 10th Plan Commission meeting, he simply refused to name them. The Village should press for more details. Verify, Verify, Verify.

I understand that the site locator indicated knowledge of other potential sites that are not directly on top of 2,700 teenagers. The Village needs to verify where these sites are. Residents of Hinsdale are relying on the Plan Commission to Verify, Verify, Verify all information and provide complete information for the public.

I understand that the site locator has presented misleading information to the Plan Commission by indicating that Lake Forest High School has installed cell antennas. When attempting to Verify, Verify, Verify, this claim, a call was placed to the Lake Forest High School Board and this claim could not be verified. Lake Forest High School does not have a cell tower on the school property. The Plan Commission should have checked to verify this claim. Are there other claims in the proposal that need to be verified? I support the request to have this proposal looked at more closely by our Village leaders.

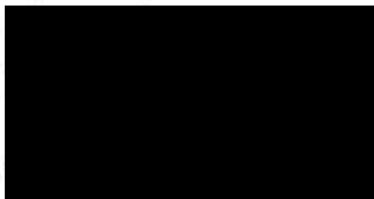
I would hate to see The Village of Hinsdale unnecessarily make a bargain that trades our residents' future health for current income. A great example of this is the diligence of the International Association of Fire Fighters. I understand that the Fire Fighters have taken a public position against using fire stations for cell phone transmissions until a study -- with the highest scientific merit -- on the health effects of exposure to RF/MW radiation is conducted, and it is proven that such sites are not hazardous to their members' health. Our students and residents of Hinsdale deserve the same level of protection.

I support the position of having the Hinsdale Village Board insist on full public disclosure of all important

02/16/2010

information from the site locator and the four cell companies regarding all potential sites and the likely exposure levels for each -- before proceeding to a vote.

Thank you for your consideration.



Robert McGinnis

From: David Cook
Sent: Friday, February 19, 2010 1:56 PM
To: Robert McGinnis
Subject: Fw: stop antennae on water tower

----- Original Message -----

From: [REDACTED]
To: Village Trustees
Sent: Fri Feb 19 13:41:15 2010
Subject: stop antennae on water tower

As a concerned resident of District 86, please consider the safety and health of the 2600 high school students at Hinsdale Central High School. It is my understanding that a decision has been made to put a cellular antennae on the water tower at Hinsdale Central. High school students have attempted to climb the water tower in the past and it is my opinion they will do so again in the future. With all of the sharp wires associated with this project and potential radiation, my concern lies with the children. Please reconsider such actions.

Sincerely,

[REDACTED]

Robert McGinnis

From: Sean Gascoigne
Sent: Thursday, February 18, 2010 1:34 PM
To: Robert McGinnis
Subject: FW: Possible Cell Tower at HCHS

-----Original Message-----

From: [REDACTED]
Sent: Thu 2/18/2010 11:04 AM
To: Sean Gascoigne; Village Trustees; Village President
Cc: [REDACTED]
Subject: Possible Cell Tower at HCHS

Dear Planning representatives, Trustees and President of Hinsdale,

I write today to express my disapproval of the placement of a cell tower on and/or near Hinsdale Central High School. Reading on the subject creates a serious concern or at the very minimum a large question as to the potential long term health effects from sustained exposure to low-level EMF radiation, which would be the condition caused by placing a cell tower at our community High School. The evidence of harm is very concerning, including a variety of cancers, immunity impairment, dementia and heart disease. While we cannot eliminate the market demand for dependable cellular phone service in our community, we can make conscientious decisions as to the placement of cell antennae. The research indicates that until we can be assured of the safety of the low level EMF radiation emitted from cell towers, we should refrain from installation near schools, churches and residences. Please protect the well being of our teachers, staff and students of Hinsdale Central High School by voting no for cellular tower installation on or near the High School property.

Respectfully submitted,

[REDACTED]

David Cook

From: [REDACTED]
Sent: Friday, February 19, 2010 8:38 AM
To: Sean Gascoigne; Village President; Village Trustees
Subject: cell antenna installation

I am very concerned about a proposed cell antenna installation that would allow four carriers to each place multiple antennas atop the water tower at Hinsdale Central High School. The issue is before the Village Board; the Village owns the water tower and the Board hopes to split the rental income with the school. Your help is needed now, because if installed, 2,700 Hinsdale Central students would be exposed to electromagnetic fields (EMF) and radiation frequencies (RF) from 4 cell carriers for 7 hours a day, 5 days a week. Include after-school activities and sports, and their exposure ratchets up considerably.

I'd like you to know that current scientific research requires that the Village Board exercise extraordinary diligence when reviewing the hazards to our children of EMF and RF exposure before deciding on the proposed installation. Unfortunately, I am uneasy with the level of diligence the Plan Commission has shown to date. The cell carriers haven't given us sufficient information to responsibly review their plan. I'm afraid that Hinsdaleans might be railroaded by the carriers, and this is where I think you can be a great help.

For example, the carriers' site locator said he has identified alternative sites in our area. When asked what these sites were at the February 10 Plan Commission meeting, he simply refused to name them!

Most likely, the site locator knows of at least one potential site that is not directly on top of 2,700 teenagers. Don't we have the right to know whether other less hazardous sites exist? Shouldn't the Plan Commission insist on having complete information for the public?

Many groups in this same position worry they are making a bargain with the devil that trades their future health for current income. Should we be less diligent than the International Association of Fire Fighters?

This group has taken a public position against using fire stations for cell phone transmissions until a study -- with the highest scientific merit -- on the health effects of exposure to RF/MW radiation is conducted, and it is proven that such sites are not hazardous to their members' health.

Should we hold our students in less regard? I don't think Hinsdaleans will.

Thank you!

2/19/2010



Robert McGinnis

From: Sean Gascoigne
Sent: Thursday, February 18, 2010 1:33 PM
To: Robert McGinnis
Subject: FW: cell phone antenna

-----Original Message-----

From: [REDACTED]
Sent: Wed 2/17/2010 8:11 PM
To: Sean Gascoigne
Subject: cell phone antenna

Do we really need the cell phone antenna's at the High School? Please think long and hard about this!

[REDACTED]

Robert McGinnis

From: Sean Gascoigne
Sent: Thursday, February 18, 2010 1:33 PM
To: Robert McGinnis
Subject: FW: Cell antenna at HCHS (please read)

-----Original Message-----

From: [REDACTED]
Sent: Wed 2/17/2010 9:37 PM
To: Sean Gascoigne; Village President; Village Trustees
Cc: [REDACTED]
Subject: Cell antenna at HCHS (please read)

To whom it may concern:

The letter below was written by Kathy Gartlan, a fellow Hinsdalean, and I couldn't agree more with what she has to say. There ARE other location options for placement of the cell phone antennas in Hinsdale and more research needs to be done before voting on this very important issue. I don't believe that any of you would want your child spending 7-10 hours a day that close to EMF's and RF's. Not to mention, the entire staff at Hinsdale Central would also be affected. You wouldn't want these antennas on top of your homes would you? These kids spend almost as much time at school as they do at home. It's time for additional information to be disclosed. Let's see all of our options. Please don't take this decision lightly. This affects the future of so many.

Sincerely,
[REDACTED]

February 15, 2010

To Whom it May Concern:

I am very concerned about a proposed cell antenna installation that would allow four carriers to each place multiple antennas atop the water tower at Hinsdale Central High School. If installed, 2,700 Hinsdale Central students would be exposed to electromagnetic fields (EMF) and radiation frequencies

(RF) from 4 cell carriers for 7 hours a day, 5 days a week. Include after-school activities and sports, and their exposure ratchets up considerably.

I'd like you to know that current scientific research requires that the extraordinary diligence when reviewing the hazards to our children of EMF and RF exposure before deciding on the proposed installation. Unfortunately, I am uneasy with the level of diligence the Plan Commission has shown to date. The cell carriers haven't given us sufficient information to responsibly review their plan. I'm afraid that Hinsdaleans might be railroaded by the carriers.

For example, the carriers' site locator said he has identified alternative sites in our area. When asked what these sites were at the February 10 Plan Commission meeting, he simply refused to name them!

The site locator knows of other potential sites that are not directly on top of 2,700 teenagers. Don't we have the right to know whether other less hazardous sites exist? Shouldn't the Plan Commission insist on having complete information for the public?

Also, I'm concerned that the site locator has presented misleading information to the Plan Commission. He claimed that Lake Forest High School has installed cell antennas. But we called, and the Lake Forest High School board said that it is not true; there is no cell tower on their property.

Shouldn't the Plan Commission have checked the veracity of his claim? Are there other claims in the proposal that need to be verified? This proposal must be given a closer look.

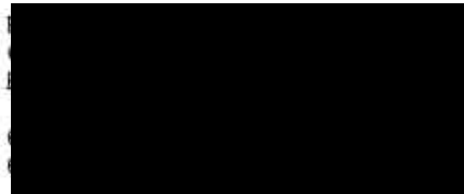
Many groups in this same position worry they are making a bargain with the devil that trades their future health for current income. Should we be less diligent than the International Association of Fire Fighters?

This group has taken a public position against using fire stations for cell phone transmissions until a study -- with the highest scientific merit -- on the health effects of exposure to RF/MW radiation is conducted, and it is proven that such sites are not hazardous to their members' health.

Should we hold our students in less regard? I don't think Hinsdaleans will.

The goal here should be in safeguarding the students. I hope that the Hinsdale Village Board could assist in making public full disclosure of all important information from the site locator and the four cell companies regarding all potential sites and the likely exposure levels for each -- before proceeding to a vote.

Thank you for your time. If you'd like further information, please feel free to call me.



----- End of Forwarded Message

Robert McGinnis

From: Sean Gascoigne
Sent: Friday, February 19, 2010 8:48 AM
To: Robert McGinnis
Subject: FW: cell antenna installation

-----Original Message-----

From: [REDACTED]
Sent: Fri 2/19/2010 8:37 AM
To: Sean Gascoigne; Village President; Village Trustees
Subject: cell antenna installation

>> I am very concerned about a proposed cell antenna installation that would allow four carriers to each place multiple antennas atop the water tower at Hinsdale Central High School. The issue is before the Village Board; the Village owns the water tower and the Board hopes to split the rental income with the school. Your help is needed now, because if installed, 2,700 Hinsdale Central students would be exposed to electromagnetic fields (EMF) and radiation frequencies (RF) from 4 cell carriers for 7 hours a day, 5 days a week. Include after-school activities and sports, and their exposure ratchets up considerably.

>>

>> I'd like you to know that current scientific research requires that the Village Board exercise extraordinary diligence when reviewing the hazards to our children of EMF and RF exposure before deciding on the proposed installation. Unfortunately, I am uneasy with the level of diligence the Plan Commission has shown to date. The cell carriers haven't given us sufficient information to responsibly review their plan. I'm afraid that Hinsdaleans might be railroaded by the carriers, and this is where I think you can be a great help.

>>

>> For example, the carriers' site locator said he has identified alternative sites in our area. When asked what these sites were at the February 10 Plan Commission meeting, he simply refused to name them!

>>

>> Most likely, the site locator knows of at least one potential site that is not directly on top of 2,700 teenagers. Don't we have the right to know whether other less hazardous sites exist? Shouldn't the Plan Commission insist on having complete information for the public?

>>

>> Many groups in this same position worry they are making a bargain with the devil that trades their future health for current income. Should we be less diligent than the International Association of Fire Fighters?

>>

>> This group has taken a public position against using fire stations for cell phone transmissions until a study -- with the highest scientific merit -- on the health effects of exposure to RF/MW radiation is conducted, and it is proven that such sites are not hazardous to their members' health.

>>

>> Should we hold our students in less regard? I don't think Hinsdaleans will.

Thank you!

[REDACTED]

>>

>>

Robert McGinnis

From: Sean Gascoigne
Sent: Wednesday, February 17, 2010 7:11 PM
To: Robert McGinnis
Subject: FW: cell tower

-----Original Message-----

From: [REDACTED]
Sent: Wed 2/17/2010 4:13 PM
To: Sean Gascoigne
Subject: cell tower

I have children who will be attending Hinsdale Central in years to come. This technology is dangerous and many studies have supported this fact. Children's bodies are still developing and this makes them more susceptible to damage from the waves these towers emit. In addition, they spend many hours/days/weeks/months a year on the campus and would therefore be subject to much exposure. I am opposed to this plan and believe the village needs to seek another option.

Sincerely,

[REDACTED]

David Cook

From: [REDACTED]
Sent: Wednesday, February 17, 2010 3:29 PM
To: Sean Gascoigne; Village Trustees; Village President
Subject: Cell phone tower

> Dear Village of Hinsdale Representatives,

I am disappointed that the health of our high school students is not enough of a concern to you. I would not listen to how safe it is to implement this device. The fact remains there are health risks to kids. Would you want the tower on your house? Of course not. Those kids spend more time at that school than in their own home. If you don't want it on your house, why put it by a school? Obviously I am opposed of this.

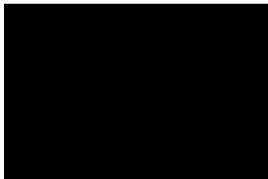
Thank you for listening to my concern

David Cook

From: [REDACTED]
Sent: Wednesday, February 17, 2010 9:37 PM
To: Sean Gascoigne; Village President; Village Trustees
Cc: [REDACTED]
Subject: Cell antenna at HCHS (please read)

To whom it may concern:

The letter below was written by Kathy Gartlan, a fellow Hinsdalean, and I couldn't agree more with what she has to say. There ARE other location options for placement of the cell phone antennas in Hinsdale and more research needs to be done before voting on this very important issue. I don't believe that any of you would want your child spending 7-10 hours a day that close to EMF's and RF's. Not to mention, the entire staff at Hinsdale Central would also be affected. You wouldn't want these antennas on top of your homes would you? These kids spend almost as much time at school as they do at home. It's time for additional information to be disclosed. Let's see all of our options. Please don't take this decision lightly. This affects the future of so many.



February 15, 2010

To Whom it May Concern:

I am very concerned about a proposed cell antenna installation that would allow four carriers to each place multiple antennas atop the water tower at Hinsdale Central High School. If installed, 2,700 Hinsdale Central students would be exposed to electromagnetic fields (EMF) and radiation frequencies (RF) from 4 cell carriers for 7 hours a day, 5 days a week. Include after-school activities and sports, and their exposure ratchets up considerably.

I'd like you to know that current scientific research requires that the extraordinary diligence when reviewing the hazards to our children of EMF and RF exposure before deciding on the proposed installation. Unfortunately, I am uneasy with the level of diligence the Plan Commission has shown to date. The cell carriers haven't given us sufficient information to responsibly review their plan. I'm afraid that Hinsdaleans might be railroaded by the carriers.

For example, the carriers' site locator said he has identified alternative

sites in our area. When asked what these sites were at the February 10 Plan Commission meeting, he simply refused to name them!

The site locator knows of other potential sites that are not directly on top of 2,700 teenagers. Don't we have the right to know whether other less hazardous sites exist? Shouldn't the Plan Commission insist on having complete information for the public?

Also, I'm concerned that the site locator has presented misleading information to the Plan Commission. He claimed that Lake Forest High School has installed cell antennas. But we called, and the Lake Forest High School board said that it is not true; there is no cell tower on their property. Shouldn't the Plan Commission have checked the veracity of his claim? Are there other claims in the proposal that need to be verified? This proposal must be given a closer look.

Many groups in this same position worry they are making a bargain with the devil that trades their future health for current income. Should we be less diligent than the International Association of Fire Fighters?

This group has taken a public position against using fire stations for cell phone transmissions until a study -- with the highest scientific merit -- on the health effects of exposure to RF/MW radiation is conducted, and it is proven that such sites are not hazardous to their members' health.

Should we hold our students in less regard? I don't think Hinsdaleans will.

The goal here should be in safeguarding the students. I hope that the Hinsdale Village Board could assist in making public full disclosure of all important information from the site locator and the four cell companies regarding all potential sites and the likely exposure levels for each -- before proceeding to a vote.

Thank you for your time. If you'd like further information, please feel free to call me.

[REDACTED]

521

----- End of Forwarded Message

David Cook

From: P [REDACTED]
Sent: Wednesday, February 17, 2010 8:12 PM
To: Village Trustees
Subject: cell phone antenna's

Do we really need cell phone antenna's at the High School? Please think long and hard about this!

[REDACTED]

2/18/2010

Robert McGinnis

From: David Cook
Sent: Wednesday, February 17, 2010 7:04 PM
To: Robert McGinnis
Subject: FW: Cell antenna at HCHS

From: [REDACTED]
Sent: Wed 2/17/2010 5:41 PM
To: Village Trustees
Subject: Cell antenna at HCHS

I feel compelled to write the Hinsdale Board of Trustees regarding the Cell antenna that may potentially be placed near our schools.

I am very wary of the long term health problems these antennas may cause. I do not want the health of our kids to be put at risk and feel a better location can be used.

I appreciate the difficult decisions Trustees of our town have to make and the work that goes into making them. Thank you for your time and consideration.

[REDACTED]
629 W. Seventh Street

Hotmail: Trusted email with Microsoft's powerful SPAM protection. [Sign up now.](#)

02/17/2010

David Cook

From: [REDACTED]
Sent: Wednesday, February 17, 2010 3:06 PM
To: Village Trustees
Subject: No cell tower on H. Central.

Dear Trustees:

We agree with the proposition that a cell tower emitting radiation is not in the best interests of Hinsdale, and , especially, our high schoolers. I am sure that a town so diligent over ground water runoff and tree preservation would not allow a noxious nuisance like this to plague the skyline or the air in any way.

Respectfully,

[REDACTED]

P.S. we have needed more road salting!! But thanks for taking better care of the ice rink this year!

2/17/2010

David Cook

From: [REDACTED]
Sent: Wednesday, February 17, 2010 3:25 PM
To: Sean Gascoigne; Village President; Village Trustees
Subject: Cell Antenna

I am very concerned about radiation to students and teachers if an antenna is placed at Central. Isn't there another location, one that does not have the same people exposed to it day after day? What about a local park where the same people do not visit every day and sit next to it 7 plus hours? I do not trust that it would be safe. Please consider other options.

Sincerely,

[REDACTED]

2/17/2010

Robert McGinnis

From: Sean Gascoigne
Sent: Wednesday, February 17, 2010 3:12 PM
To: Robert McGinnis
Subject: FW: No cell tower at Hins. Central

For the packet

-----Original Message-----

From: [REDACTED] m]
Sent: Wed 2/17/2010 3:03 PM
To: Sean Gascoigne
Subject: No cell tower at Hins. Central



Dear Planning Commission"

Our family of 5 agrees with the group protesting against putting a cell tower and its noxious radiation over the heads of our high schoolers. This is a huge issue. The planning commission cares about the water runoff issues when I build a house, but not the radiation runoff from a cell tower? I'm sure that's not the case.

[REDACTED]

DATE: February 22, 2010

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING DEPARTMENT		
SECTION NUMBER Zoning and Public Safety Committee		Community Development		
ITEM Approval of a Resolution Approving Lease Agreements with T-Mobile, Verizon Wireless, US Cellular and Clearwire		APPROVAL		
<p>At the February 10, 2010 Plan Commission meeting the commission reviewed the application submitted by Insite RE, Inc. and recommended approval (5-2, 2 absent) of the request for a Special Use Permit and Site Plan/Exterior Appearance Approval to co-locate a total of 36 new antennas on the existing water tower, with the associated equipment housed in a ground level facility at the base of the water tower, which included a condition to power the back-up generators with natural gas rather than diesel as proposed.</p> <p>While the Plan Commission has recommended approval of the above referenced requests, the providers associated with the approval must also enter to lease agreements with the Village to permit the co-locating of the antennas on the Village's water tank. As such the Village Attorney has provided the attached resolution for your review and approval.</p> <p>Under the terms of the agreement, the Carriers would have an initial lease term of five years with an annual rent amount of \$21,600, an automatic extension of three additional five year terms, an annual rental increase of 3.5%, and a one-time non-refundable payment of \$4,000.</p> <p>Should the Committee find the agreement satisfactory, the following motion would be appropriate:</p> <p>MOTION: To Recommend to the Board of Trustees approval of a "Resolution Approving Water Tower Lease Agreements Between the Village of Hinsdale and Certain Lessees for Installations of Communications Equipment."</p>				
APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING WATER TOWER LEASE
AGREEMENTS BETWEEN THE VILLAGE OF HINSDALE AND CERTAIN
LESSEES FOR INSTALLATION OF COMMUNICATIONS EQUIPMENT**

BE IT RESOLVED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Lease Agreement Approved. The Lease Agreement between the Village of Hinsdale and United States Cellular Operating Company of Chicago, LLC is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit A.

Section 2. Lease Agreement Approved. The Lease Agreement between the Village of Hinsdale and T-Mobile Central, LLC is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit B.

Section 3. Lease Agreement Approved. The Lease Agreement between the Village of Hinsdale and Chicago SMSA Limited Partnership is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit C.

Section 4. Lease Agreement Approved. The Lease Agreement between the Village of Hinsdale and Clear Wireless, LLC is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit D.

Section 5. Execution of Lease Agreements. The Village Manager is hereby directed to execute the Lease Agreements on behalf of the Village in substantially the form attached in Exhibits A-D.

Section 6. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this ____ day of _____, 2010.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

EXHIBIT A

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # _____ hereinafter designated LESSOR and United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company, with its principal office located at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57th Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57th Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty One Thousand Six Hundred and No/100 Dollars (\$21,600) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 19 East Chicago Avenue, Hinsdale, Illinois 60521, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be due by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after receipt of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the

contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion and sole expense of LESSEE (not including the access easement). LESSEE, at LESSEE's expense, and with prior approval of LESSOR, not to be unreasonably withheld, conditioned or delayed, shall have the right to make other improvements to the Premises. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, in good condition, reasonable wear and tear excepted. LESSOR shall have the right to perform any non-emergency painting, repair or other maintenance with respect to the Property.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the Governmental Approvals) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for LESSEE's intended use, or LESSEE is unable to conduct business at the Premises during the lease term or any extension of the lease term; or a title commitment or report obtained by LESSEE with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in LESSEE's opinion, interfere with LESSEE's intended use of the Premises, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Any rentals paid up to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, painting, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of

the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE (provided that such LESSEE equipment is operated in accordance with all applicable Rules and Regulations of the FCC). The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; in addition, LESSEE may terminate this Agreement

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the FCC, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents including reasonable attorneys fees.

13. INSURANCE. LESSEE shall provide insurance naming the Village, its Board members, employees and agents as additional insureds in coverage as indicated on attached Exhibit C.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement,

LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

cc: Kenneth M. Florey
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
55 W. Monroe St., Suite 800
Chicago, IL 60603

LESSEE: United States Cellular Operating Company of Chicago, LLC
Attention: Real Estate
8410 West Bryn Mawr Avenue, Suite 700
Chicago, Illinois 60631

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.
- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or

at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their
irrespective seals the day and year first above written.
LESSOR:

LESSOR:

Village of Hinsdale, an Illinois municipal corporation

By: _____

Name: _____

Its: President _____

Date: _____

ATTEST: _____

Village Clerk

LESSEE:

By:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

EXHIBIT B

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: Nine (9) panel @ 99'

Orientation: 0, 120, 240 degrees

Diameter of transmission line: Not to exceed 1-5/8"

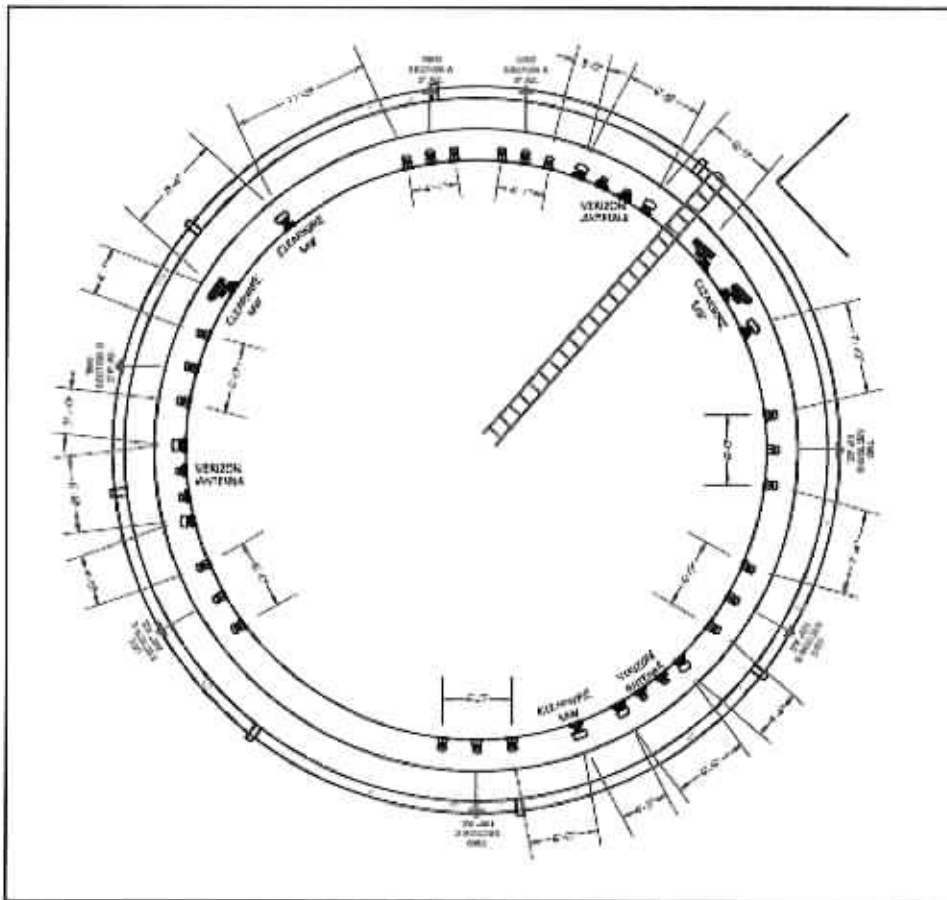


EXHIBIT C

INSURANCE REQUIREMENTS

A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
 - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - c. Excess Liability Umbrella Coverage: \$10,000,000.

B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1st of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

EXHIBIT B

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # _____ hereinafter designated LESSOR and T-Mobile Central LLC, a Delaware limited liability company, with its principal office located at 2001 Butterfield Road, Suite 1900, Downers Grove, IL 60515 hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57th Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57th Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty One Thousand Six Hundred and No/100 Dollars (\$21,600) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 19 East Chicago Avenue, Hinsdale, Illinois 60521, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be due by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after receipt of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the

contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion and sole expense of LESSEE (not including the access easement). LESSEE, at LESSEE's expense, and with prior approval of LESSOR, not to be unreasonably withheld, conditioned or delayed, shall have the right to make other improvements to the Premises. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, in good condition, reasonable wear and tear excepted. LESSOR shall have the right to perform any non-emergency painting, repair or other maintenance with respect to the Property.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the Governmental Approvals) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for LESSEE's intended use, or LESSEE is unable to conduct business at the Premises during the lease term or any extension of the lease term; or a title commitment or report obtained by LESSEE with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in LESSEE's opinion, interfere with LESSEE's intended use of the Premises, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Any rentals paid up to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, painting, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of

the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE (provided that such LESSEE equipment is operated in accordance with all applicable Rules and Regulations of the FCC). The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; in addition, LESSEE may terminate this Agreement

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the FCC, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents including reasonable attorneys fees.

13. INSURANCE. LESSEE shall provide insurance naming the Village, its Board members, employees and agents as additional insureds in coverage as indicated on attached Exhibit C.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement,

LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

cc: Kenneth M. Florey
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
55 W. Monroe St., Suite 800
Chicago, IL 60603

LESSEE: T-Mobile USA, Inc.
Attn: PCS Lease Administrator
12920 SE 38th Street
Bellevue, WA 98006
With a copy to:
Attn: Legal Dept.

And with a copy to:
T-Mobile Central LLC
Attn: Lease Administration Manager
2001 Butterfield Road, Suite 1900
Downers Grove, IL 60515

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in

the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense,

for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their
irrespective seals the day and year first above written.
LESSOR:

LESSOR:

Village of Hinsdale, an Illinois municipal corporation

By: _____
Name: _____
Its: President
Date: _____

ATTEST: _____
Village Clerk

LESSEE:

By:

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL.

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

EXHIBIT B

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: Sixteen (16) panel @ 99'

Orientation: 0, 90, 180, and 270 degrees.

Diameter of transmission line: Not to exceed 7/8"

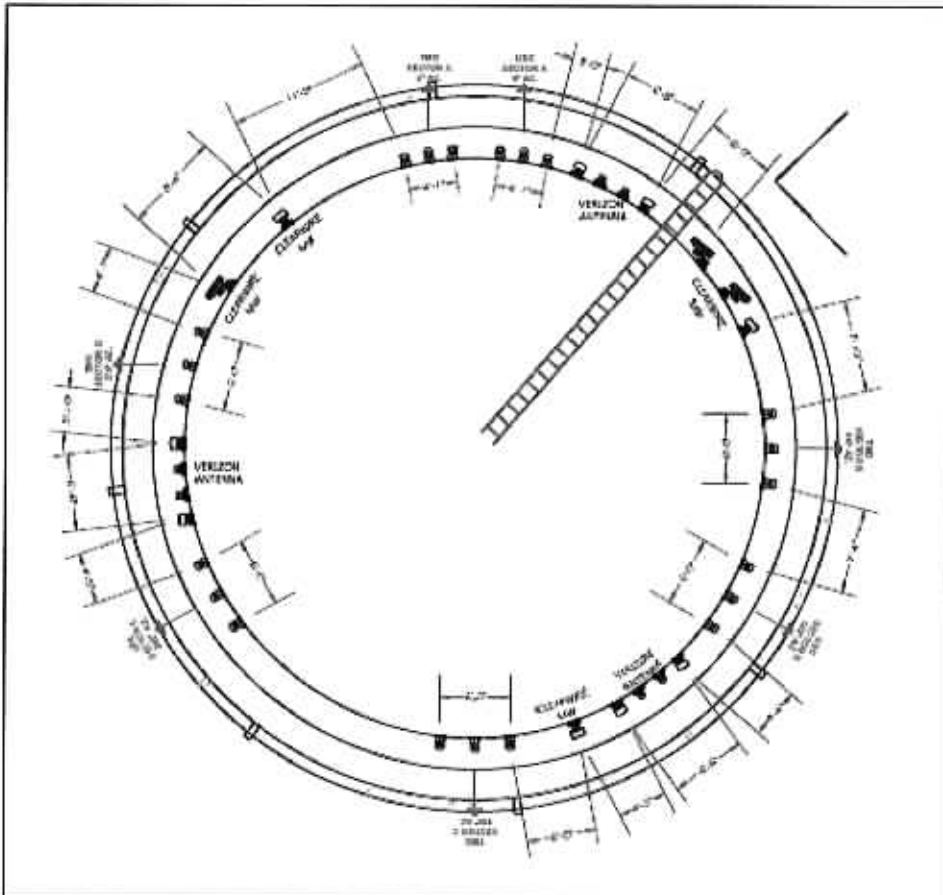


EXHIBIT C

INSURANCE REQUIREMENTS

A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
 - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - c. Excess Liability Umbrella Coverage: \$10,000,000.

B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1st of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

EXHIBIT C

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # _____ hereinafter designated LESSOR and Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless by Cellco Partnership, its general partner, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57th Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57th Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty One Thousand Six Hundred and No/100 Dollars (\$21,600) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 19 East Chicago Avenue, Hinsdale, Illinois 60521, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be due by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after receipt of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the

contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion and sole expense of LESSEE (not including the access easement). LESSEE, at LESSEE's expense, and with prior approval of LESSOR, not to be unreasonably withheld, conditioned or delayed, shall have the right to make other improvements to the Premises. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, in good condition, reasonable wear and tear excepted. LESSOR shall have the right to perform any non-emergency painting, repair or other maintenance with respect to the Property.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the Governmental Approvals) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for LESSEE's intended use, or LESSEE is unable to conduct business at the Premises during the lease term or any extension of the lease term; or a title commitment or report obtained by LESSEE with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in LESSEE's opinion, interfere with LESSEE's intended use of the Premises, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Any rentals paid up to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, painting, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of

the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE (provided that such LESSEE equipment is operated in accordance with all applicable Rules and Regulations of the FCC). The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; in addition, LESSEE may terminate this Agreement

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the FCC, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents including reasonable attorneys fees.

13. INSURANCE. LESSEE shall provide insurance naming the Village, its Board members, employees and agents as additional insureds in coverage as indicated on attached Exhibit C.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement,

LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

cc: Kenneth M. Florey
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
55 W. Monroe St., Suite 800
Chicago, IL 60603

LESSEE: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.
- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard

to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their
irrespective seals the day and year first above written.

LESSOR:

LESSOR:

Village of Hinsdale, an Illinois municipal corporation

By: _____

Name: _____

Its: President _____

Date: _____

ATTEST: _____

Village Clerk

LESSEE:

By:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL.

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

EXHIBIT B

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: Twelve (12) panel @ 99'

Orientation: 30, 150 and 270 degrees.

Diameter of transmission line: Not to exceed 1-5/8"

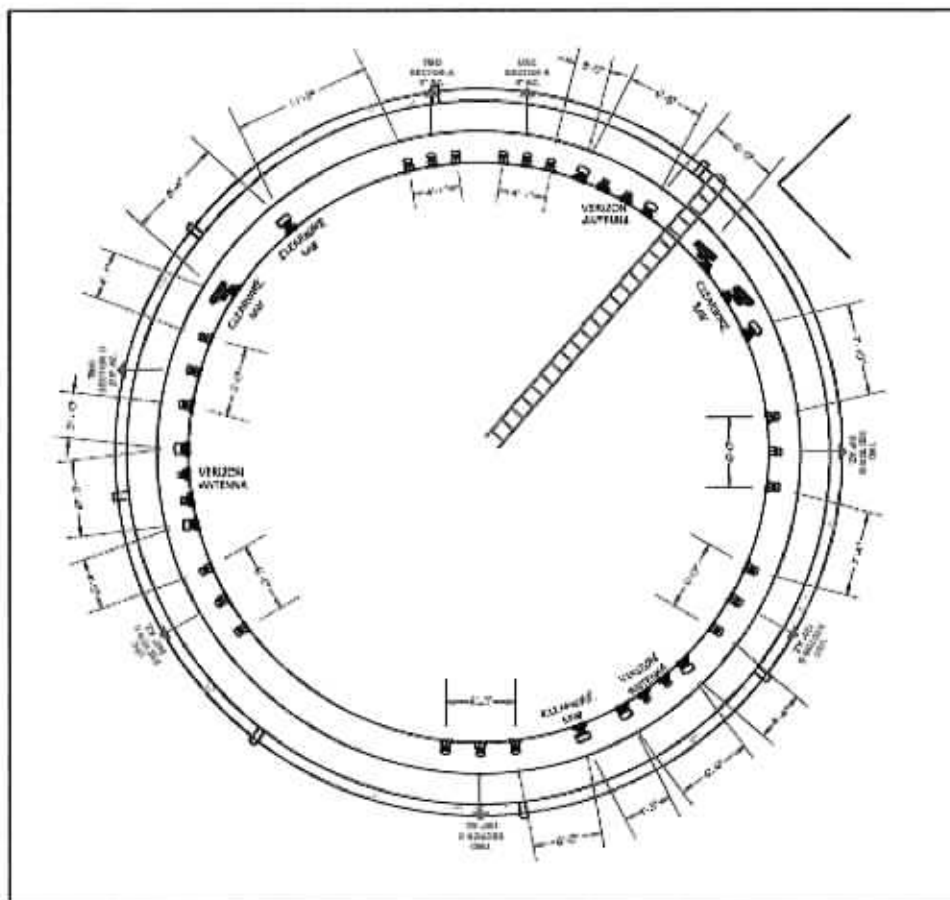


EXHIBIT C

INSURANCE REQUIREMENTS

A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
 - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - c. Excess Liability Umbrella Coverage: \$10,000,000.

B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1st of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

EXHIBIT D

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # _____ hereinafter designated LESSOR and Clear Wireless, LLC, a Nevada Limited Liability corporation, with its principal office located at 440 Carillon Point, Kirkland, WA 98033, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57th Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57th Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty One Thousand Six Hundred and No/100 Dollars (\$21,600) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 19 East Chicago Avenue, Hinsdale, Illinois 60521, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be due by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after receipt of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the

contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion and sole expense of LESSEE (not including the access easement). LESSEE, at LESSEE's expense, and with prior approval of LESSOR, not to be unreasonably withheld, conditioned or delayed, shall have the right to make other improvements to the Premises. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, in good condition, reasonable wear and tear excepted. LESSOR shall have the right to perform any non-emergency painting, repair or other maintenance with respect to the Property.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the Governmental Approvals) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for LESSEE's intended use, or LESSEE is unable to conduct business at the Premises during the lease term or any extension of the lease term; or a title commitment or report obtained by LESSEE with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in LESSEE's opinion, interfere with LESSEE's intended use of the Premises, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Any rentals paid up to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, painting, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of

the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE (provided that such LESSEE equipment is operated in accordance with all applicable Rules and Regulations of the FCC). The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; in addition, LESSEE may terminate this Agreement

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the FCC, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents including reasonable attorneys fees.

13. INSURANCE. LESSEE shall provide insurance naming the Village, its Board members, employees and agents as additional insureds in coverage as indicated on attached Exhibit C.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement,

LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

cc: Kenneth M. Florey
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
55 W. Monroe St., Suite 800
Chicago, IL 60603

LESSEE: Attn: Site Leasing
4400 Carillon Point
Kirkland, WA 98033
Telephone: 425216-7600
Fax: 425-216-7900
Email: siteleasing@clearwire.com

And with a copy to:

Attn: Legal Department
4400 Carillon Point
Kirkland, WA 98033
Telephone: 425216-7600
Fax: 425-216-7900

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however,

every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority

to enter into and execute this Agreement on such Partys behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their
irrespective seals the day and year first above written.

LESSOR:

LESSOR:

Village of Hinsdale, an Illinois municipal corporation

By:_____

Name:_____

Its: President_____

Date:_____

ATTEST:_____

Village Clerk

LESSEE:

By:

By:_____

Name:_____

Its:_____

Date:_____

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL.

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

EXHIBIT B

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: Three (3) panel @ 99'

Orientation: 70, 150 and 340 degrees.

Three (3) Solid dish @ 99'.

Orientation: 44, 42 and 340 degrees.

Diameter of transmission line: Not to exceed two (2) 3".

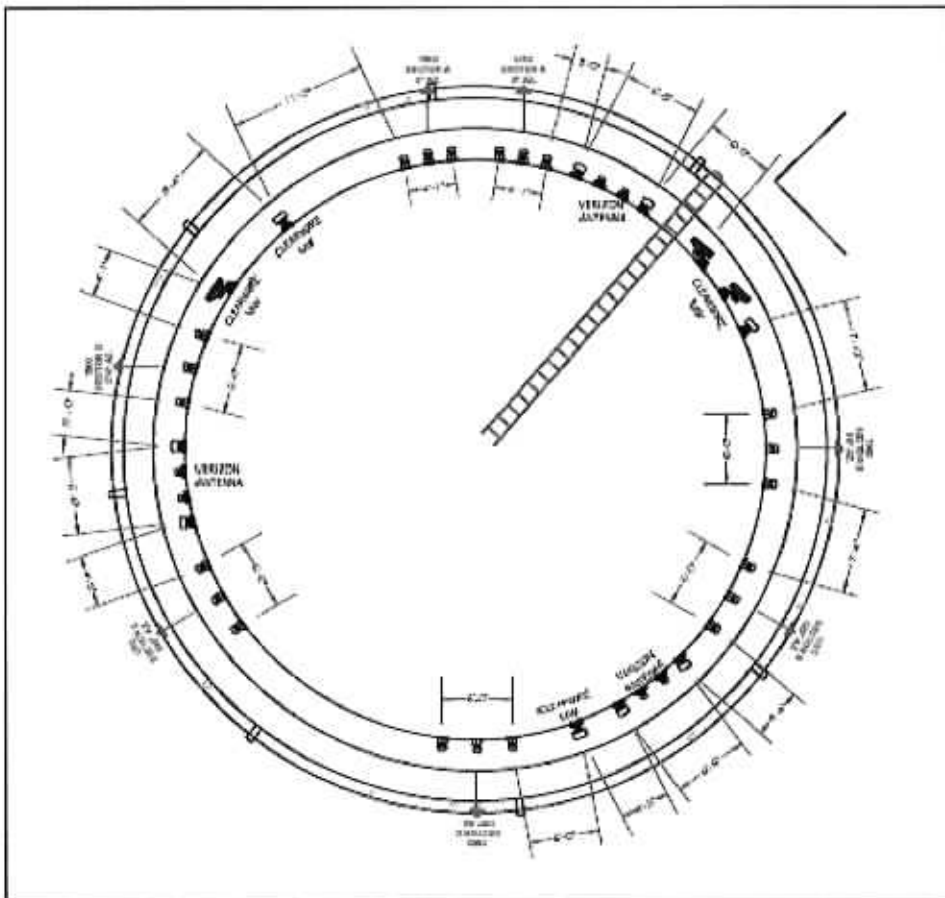


EXHIBIT C

INSURANCE REQUIREMENTS

A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
 - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
 - c. Excess Liability Umbrella Coverage: \$10,000,000.

B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1st of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.