



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL AGENDA

Mayor Dave Potter, Council Members Jeff Baron,
Karen Ferlito, Bobby Richards, and Carrie Theis
Contact: 831.620.2000 www.ci.carmel.ca.us

All meetings are held in the City Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th Avenues

REGULAR MEETING Tuesday, November 2, 2021

Governor Newsom's Executive Order N-29-20 has allowed local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Also, see the Order by the Monterey County Public Health Officer issued March 17, 2020. The health and well-being of our residents is the top priority for the City of Carmel-by-the-Sea. To that end, this meeting will be held via teleconference and web-streamed on the City's website ONLY.

Click the following link to attend via Zoom (or copy and past link in your browser); <https://ci-carmel-ca-us.zoom.us/j/86511450139?>; Meeting ID 865 1145 0139; Passcode (if needed): 578565; dial 1 253 215 8782

The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be added to the agenda and made part of the record.

TOUR

3:30 P.M.

OPEN SESSION

4:30 PM

CALL TO ORDER AND ROLL CALL

TOUR OF INSPECTION

Prior to calling the meeting to order, the Board/Commission will conduct an on-site tour of inspection of the properties listed on the agenda and the public is welcome to join. After the tour is complete, the Board/Commission will begin the meeting in the City Council Chambers no earlier than the time noted on the agenda.

- A. 8th Avenue Right-of-Way Abandonment: North side of 8 th Avenue between Junipero Avenue and Mission Street**
- B. Encroachment Permit Application: East side of San Carlos Street near the corner of 5th Avenue.**

OPEN SESSION

EXTRAORDINARY BUSINESS

- A. Proclamation declaring November Family Court Awareness Month.

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Matters not appearing on the agenda will not receive action at this meeting and may be referred to staff. Persons are not required to provide their names, and it is helpful for speakers to state their names so they may be identified in the minutes of the meeting.

ANNOUNCEMENTS

CONSENT AGENDA

Items on the consent agenda are routine in nature and do not require discussion or independent action. Members of the Council, Board or Commission or the public may ask that any items be considered individually for purposes of Council, Board or Commission discussion and/ or for public comment. Unless that is done, one motion may be used to adopt all recommended actions.

1. Consideration of Ordinance 2021-003 (Second Reading) amending Municipal Code Chapter 8.16 pertaining to Solid Waste and Materials Recovery and Chapter 12.32 pertaining to Conduct on Public Property
2. Adoption of Ordinance No. 2021-004 amending Chapter 17.40 of the Carmel Municipal Code related to signs

ORDERS OF BUSINESS

Orders of Business are agenda items that require City Council, Board or Commission discussion, debate, direction to staff, and/or action.

3. Receive a budget status update on the first quarter of Fiscal Year 2021-2022 and adopt Resolution 2021-072 approving budget amendments to the Fiscal Year 2021-2022 Adopted Budget totaling \$237,500
4. Consideration of a permanent encroachment permit application (EN 21-187, Stilwell) to install an underground grease interceptor in the public right of way between the sidewalk and the curb on the east side of San Carlos Street near the corner of 5th Avenue.
5. Consideration of extending the mandatory removal date for temporary parklets and temporary outdoor seating beyond October 12th, 2021

PUBLIC HEARINGS

6. Consideration of an Appeal (APP 21-359, WWI Memorial Plaque) of Historic Resources Board Resolution 2021-10-HRB issuing a Determination of Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties for Design Review (DR 21-207) for the installation of a bronze plaque containing names of both military and non-military individuals, on a Carmel stone base on the west side of the World War I Memorial Arch Monument located in the public right-of-way within the median of Ocean Avenue on the east side of San Carlos Street.

7. Consideration of a request to declare Exempt Surplus Right-of-Way and Vacating 1,103.15 square feet of Public Land across two legal lots located on the north side of 8th Avenue between Junipero and Mission.

FUTURE AGENDA ITEMS

ADJOURNMENT

8. Correspondence Received

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, outside the Park Branch Library, NE corner of Mission Street and 6th Avenue, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage <http://www.ci.carmel.ca.us> in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this agenda, received after the posting of the agenda will be available for public review at City Hall located on Monte Verde Street between Ocean and Seventh Avenues during regular business hours.

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
PROCLAMATION**

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DECLARING NOVEMBER 2021 AS FAMILY COURT AWARENESS MONTH IN THE CITY OF
CARMEL-BY-THE-SEA**

WHEREAS, the mission at One Mom's Battle (OMB) and the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

WHEREAS, the mission at the FCAMC is to increase awareness on the importance of education and training on domestic violence, childhood trauma and post separation abuse for all professionals working within the family court system, and;

WHEREAS, the mission at the FCAMC is to educate judges and other family court professionals on the empirical data and research that is currently available. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACE) Study (CDC-Kaiser Permanente), Saunder's Study (Us Department of Justice), The Meier Study: Child Custody Outcomes in Cases Involving Abuse Allegations, and the Santa Clara Law Study (Confronting the Challenge of High-Conflict Personality in Family Court), and;

WHEREAS, the mission at the FCAMC is fueled by the desire for awareness and change in the family court system while honoring the 800(+) children who have been murdered by separating or divorcing parents, and;

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Dave Potter, Mayor of the City of Carmel-by-the-Sea, on behalf of the City Council and the citizens of Carmel hereby declare November, 2021 as Family Court Awareness Month in the City of Carmel-by-the-Sea and commend its observance to all citizens.

David Potter, Mayor



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 2, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of Ordinance 2021-003 (Second Reading) amending Municipal Code Chapter 8.16 pertaining to Solid Waste and Materials Recovery and Chapter 12.32 pertaining to Conduct on Public Property

RECOMMENDATION:

Waive the reading in full and adopt, on second reading, Ordinance 2021-003 amending Municipal Code Chapter 8.16 pertaining to Solid Waste and Materials Recovery and Chapter 12.32 pertaining to Conduct on Public Property.

BACKGROUND/SUMMARY:

SB1383 Requirements

In September 2016, Governor Brown signed into law Senate Bill 1383 (SB 1383) establishing methane emissions reduction targets representing the next step in California's environmental protection strategy. Methane emissions result from the decomposition of organic waste in landfills and are a source of greenhouse gas emissions.

SB 1383 has two primary goals:

1. Reduce organic material disposal in landfills by 75% by 2025 (2014 baseline year),
2. Recover 20% of surplus edible food for human consumption by 2025.

In November 2020, CalRecycle issued regulations to implement SB1383. The CalRecycle regulations established sweeping new organic waste disposal requirements impacting municipal jurisdictions, generators, processors, and haulers of organic waste. For example, SB 1383 regulations require the City to develop commercial and residential organics waste collection programs, edible food recovery programs, procurement mechanisms for SB 1383-qualifying recycled content products, monitoring, enforcement, and penalties for non-compliance with the new mandates. Under SB 1383, CalRecycle has the authority to financially penalize non-compliant jurisdictions up to \$10,000 per day, per violation.

In order to meet the new CalRecycle mandates, the Monterey Regional Waste Management District's (MRWMD's) Technical Advisory Committee (TAC), which is comprised of staff from seven member

jurisdictions, including the City, three waste haulers in the MRWMD service area, and MRWMD, has been working collaboratively with HF&H Consultants to develop solutions to implement the new requirements. HF&H Consultants provided model ordinance language to incorporate into local jurisdictions' municipal codes to ensure compliance and consistency with the stipulations of SB 1383.

Chapter 8.16 Update

City staff, with the support of Rincon Consultants and the City Attorney's office, incorporated SB 1383 model ordinance language into the City's existing Garbage Ordinance (Chapter 8.16) and updated the Garbage Ordinance to remove redundant and outdated information. The update resulted in an almost complete rewrite of the Ordinance. A clean version of the revised Chapter 8.16 language is included in Attachment 2, and a track-changes version is included in Attachment 3.

The following significant changes were made to the Ordinance:

- New Ordinance is named **“Solid Waste and Materials Recovery”** to better represent the scope of the ordinance.
- **Updated definitions** (Section 8.16.020) were included so that terms used in the Ordinance match those in SB 1383 regulations.
- **New requirements for single-family homes** to comply with SB 1383 (Section 8.16.110) include: (1) subscribe and participate in the three-container collection services and (2) properly source-separate recyclables, organic material, and solid waste.
- **New requirements for multi-family premises** to comply with SB 1383 (Section 8.16.120) include: (1) subscribe and participate in the three-container system, (2) properly source-separate recyclables, organic material, and solid waste, (3) label containers and provide information and outreach to employees, contractors, and tenants, (4) provide timely information to new tenants, and (5) ensure that landscape contractors comply with City requirements for organics.
- **New requirements for commercial businesses** to comply with SB 1383 (Section 8.16.130) include: (1) subscribe and participate in the three-container system, (2) supply source-separated recyclable and organics materials containers in all indoor and outdoor areas where waste containers are provided for customers, (3) properly label containers, (4) provide training to staff, (5) inspect containers on a quarterly basis to ensure employees properly source-separate, (6) for commercial businesses that generate fat, oil and grease as part of their normal operations, such as restaurants, utilize a licensed contractor for the handling of fat, oil, and grease.
- **New requirements for landscape and construction materials self-haulers** (Section 8.16.170): Landscapers, tree service, and construction contractors will be allowed to self-haul landscape and construction waste materials that are ancillary to their work instead of contracting with the City's franchise hauler for hauling; however, if they choose to do so, they will be required to source-separate waste materials and keep records of the amounts of materials delivered to recovery facilities.
- **Revised section on exemptions from collection** (Section 8.16.140) that (1) clarifies the process for service discontinuation for residential customers, and (2) provides a waiver process for commercial and multi-family customers that generate minimal amounts of waste materials or that have space constraints, per SB 1383 requirements. City staff will be in charge of approving and tracking waivers.
- **New requirements for construction projects subject to CalGreen and Model Water Efficient Landscape Ordinance requirements** (Sections 8.16.180 and 8.16.190) to provide adequate space for recycling containers, and utilize minimum prescribed amounts of compost and mulch in landscape installations.
- **New requirements for Commercial Edible Food Generators** that meet minimum SB 1383 Tier 1

and Tier 2 thresholds (Section 8.16.200) to arrange for edible food collection and to keep records of the amount of edible food recovered. Based on a preliminary evaluation of the Tier 1 and Tier 2 thresholds, staff anticipates that businesses in Carmel-by-the-Sea are not large enough to trigger either Tier 1 or Tier 2 thresholds, and thus are not subject to this requirement. However, staff has been involved in the regional work that is ongoing to develop capacity and outreach for edible food recovery on the Monterey Peninsula; thus, as programs are further developed, we will be providing this information to local businesses for those that may be interested in taking part in edible food recovery on a voluntary basis.

- **New City inspection, investigation, and enforcement requirements** per SB 1383 (Sections 8.16.230 and 8.16.240), including inspections of containers to identify contamination and review of records, and a process for enforcement for non-compliant customers. The City anticipates utilizing inspections to improve public outreach and education during the first two years of implementation of the new Ordinance and to begin enforcement against non-compliant customers starting in 2024. City staff will be required to keep track of monitoring, outreach, and enforcement for annual reporting to CalRecycle. It is worthwhile to note that solid waste placed in the recyclable or organics containers will be considered contamination, as well as recyclables or organics placed in the solid waste container.

Chapter 12.32 Update

SB 1383 included language requirements regarding litter that was unrelated to waste collection but was more appropriate in Chapter 12.32 relating to conduct on public property. Section 12.32.115 was updated with the language relating to litter, and outdated information regarding organic material pick-up was removed from this section. No other edits were made to this chapter. A clean version of the revised Chapter 12.32 language is included in Attachment 4, and a track-changes version is included in Attachment 5.

Next Steps

An Amendment to the Franchise Agreement with the City's hauler, Greenwaste Recovery, to incorporate SB 1383 requirements, and the cost impact on collection rates, will be presented to Council at an upcoming meeting.

FISCAL IMPACT:

The requirements of SB 1383 are far-reaching and will require significant staff time, on an ongoing basis, as well as additional support by contractors, the MRWMD, and the City's franchise hauler. The full cost impact to the City is unknown at this time. Upcoming cost increases will result from:

- MOU with MRWMD for regional SB 1383 implementation at a cost to the City of \$8,686 for FY 2021-2022
- Franchise Agreement amendment for additional waste collection, reporting, and public outreach support at a cost currently under negotiation
- Third-party monitoring of containers at a cost to be determined through a regional bid process

PRIOR CITY COUNCIL ACTION:

On June 8, 2021, Council approved a 2% rate increase to the waste collection fees collected by GWR in preparation for implementation of SB1383 during FY 2021-2022.

On October 5, 2021, Council considered and approved the first reading of Ordinance 2021-003.

Also on October 5, 2021, Council adopted Resolution 2021-065, authorizing a Memorandum of Understanding (MOU) between the MRWMD and its member jurisdictions to ensure efficient, consistent,

and collective compliance with the new SB 1383 requirements.

ATTACHMENTS:

Attachment 1: Ordinance 2021-003

Attachment 2: Chapter 8.16 Revisions - Clean Version

Attachment 3: Chapter 8.16 Revisions - Track Changes

Attachment 4: Chapter 12.32 Revisions - Clean Version

Attachment 5: Chapter 12.32 Revisions - Track Changes

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

ORDINANCE NO. 2021-003

**AN ORDINANCE AMENDING THE CARMEL-BY-THE-SEA MUNICIPAL CODE TO
ADDRESS MANDATORY ORGANIC WASTE DISPOSAL REDUCTION**

WHEREAS, Senate Bill 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services, to support achievement of Statewide Organic Waste disposal reduction targets. SB 1383 will also help reduce food insecurity by requiring commercial edible food generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption; and

WHEREAS, SB 1383 further requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 regulations; and

WHEREAS, the purpose of this ordinance is to implement the requirements set forth in SB 1383 into the Carmel-by-the-Sea Municipal Code (CMC).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DOES ORDAIN AS FOLLOWS:**

SECTION 1. CEQA Review. The City Council exercises its independent judgment and finds that this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and 15308, because the proposed ordinance involves regulatory actions to assure protection of the environment. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

SECTION 2. Amendment to the CMC.

1. Chapter 8.16 (Solid Waste and Materials Recovery) of the CMC is amended and restated as set forth in Exhibit A.
2. Section 12.32.115 is amended and restated as follows:

**“12.32.115 Littering or Depositing of Glass, Metal, Debris, Pine
Needles/Tree Debris Compostable Refuse, and Other Refuse or Wastes.**

It is unlawful, without a City permit, to throw, deposit, sweep, leave or otherwise discard upon any public street, right-of-way, park, beach or other public property anywhere within the City bottles, cans, glass, metal, plastic, petroleum substance, paint, paper,

dirt, rubbish, waste articles or any other similar waste thing or substance whatsoever, whether liquid or solid, unless the deposit is made into a container specifically provided for that purpose. Any litter or other discarded materials located in the public right of way immediately adjacent to a premises shall be deemed to have originated from that premises unless the owner thereof can prove, to the reasonable satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative, that such materials did not originate from their property. Any litter or other discarded materials containing names, addresses, or other identifying information shall be deemed to have originated with the person or location identified therein."

SECTION 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. Effective Date. This ordinance is effective 30 days after its adoption..

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

EXHIBIT A

Chapter 8.16

SOLID WASTE AND MATERIALS RECOVERY

Sections:

- 8.16.010 Purpose
- 8.16.020 Definitions.
- 8.16.030 Solid Waste, Recyclable Materials and Organic Materials General Provisions.
- 8.16.040 Improper Deposit of Solid Waste.
- 8.16.050 Rates and Fees.
- 8.16.060 Prohibited Materials.
- 8.16.070 Burning of Certain Waste Materials.
- 8.16.080 Burning of Solid Waste.
- 8.16.090 Scavenging.
- 8.16.100 Containers – Exclusive Use.
- 8.16.110 Requirements for Single-Family Premises.
- 8.16.120 Requirements for Multi-Family Residential Dwellings.
- 8.16.130 Requirements for Commercial Businesses.
- 8.16.140 Exemption from Collection Service.
- 8.16.150 Waivers for Multi-Family Residential Dwelling Premises and Commercial Business Premises.
- 8.16.160 Requirements for Haulers and Facility Operators.
- 8.16.170 Requirements for Landscape and Construction Material Self-Haulers.
- 8.16.180 Compliance with CALGreen Recycling Requirements.
- 8.16.190 Model Water Efficient Landscaping Ordinance (MWELo) Requirements.
- 8.16.200 Requirements for Commercial Edible Food Generators.
- 8.16.210 Requirements for Food Recovery Organizations and Services.
- 8.16.220 Other Diversion Requirements.
- 8.16.230 Inspections and Investigations by City.
- 8.16.240 Enforcement.

8.16.010 Purpose.

A. The purpose of this chapter is to regulate discarded materials handling in order to protect the public health, safety, and welfare and to meet the City's obligations under applicable law.

B. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059, aspects of discarded materials handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether discarded materials services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license, or permit.

C. Nothing in this chapter shall be construed to forbid the maintenance in the R-1 district, according to good gardening practice, of a compost pile consisting of pine needles, leaves, grass and garden debris in a quantity appropriate for use on the premises.

8.16.020 Definitions.

A. The words listed in this section, as used in this chapter, are defined as follows:

1. "AB 939" means the California Integrated Waste Management Act of 1989 (Assembly Bill No. 939), codified, in part, at Public Resources, Section 4000 et seq., as it may be amended from time to time, and as implemented by the regulations of the California Integrated Waste Management Board, or its successor.
2. "Agreement" means a contract entered into between the City and a service provider providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the service provider's collection, transportation, processing, and/or disposal of discarded materials and the setting of rates and charges for services.
3. "Applicable Law" means all laws, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, approvals, or requirements of the United States, State of California, regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern the management of discarded materials, or any other materials described in this Chapter.
4. "Bin" means a metal container with a hinged lid and wheels, less than ten (10) cubic yards in size, for the deposit of discarded materials, designed to be collected with a front- or rear-loading collection vehicle.
5. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others). CalRecycle also enforces California's Green Building Standards Code known as CALGreen.
6. "City" means the City of Carmel-by-the-Sea, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City.
7. "City Enforcement Official" means the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative who is/are partially or wholly responsible for enforcing the ordinance.
8. "CMC" means the Carmel Municipal Code.
9. "Commercial" means of, from or pertaining to non-residential premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon residential property which are permitted under applicable zoning regulations and are not the primary use of the property.
10. "Commercial Business" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.
11. "Commercial Edible Food Generator" includes a Tier One or a Tier Two commercial edible food generator.
12. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.
13. "Compactor" means a mechanical apparatus that compresses materials together with the container that holds the compressed materials or the container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard bin compactors serviced by front-end loader collection vehicles and ten (10) to fifty (50) cubic yard drop box compactors serviced by roll-off collection vehicles.
14. "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source-separated from the municipal solid waste stream, or which are separated at a centralized facility.
15. "Compostable Plastics" means plastic materials that meet the ASTM D6400 standard for compostability.

16. "Construction and Demolition Debris" or "C&D Debris" means discarded building materials, packaging, debris, and rubble, including concrete, lumber, brick, and plaster, resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding excluded waste.

17. "Container" means a receptacle used to accumulate discarded materials on premises for scheduled or periodic collection. Containers may be carts, bags, bins, drop boxes, compactors, public litter containers, or other City-approved receptacles.

18. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains materials prohibited in that container by the guidelines promulgated by the material recovery facility servicing the City.

19. "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under applicable law, or who performs (whether as applicant, contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to commercial or residential premises in the State of California.

20. "Curbside" is the standard word used in the garbage industry to describe that area adjacent to a premises on the "curb" located at its front. As used in this chapter, "curbside" means such locations in the commercial districts and, when referring to the curbless residential district, it means an area on or immediately adjacent to the public right-of-way in front of the premises. Thus, "curbside collection" means the collection and removal by the franchise hauler of discarded materials placed at the curbside.

21. "Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment, and which may be disposed of only in Class II disposal sites or Class III disposal sites.

22. "Designee" means an entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

23. "Discarded Materials" means any one or combination of solid waste, recyclable materials, organic materials, salvageable materials, and/or Construction and Demolition (C&D) debris placed by a generator in a collection container and/or at a location for the purposes of collection. This does not include excluded waste.

24. "Drop Box" means an open-top container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off collection vehicle.

25. "Edible Food" means food intended for human consumption.

26. "Electronic Waste" means any discarded electronic devices and components as well as substances involved in their manufacture or use as defined under various federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements, as they may be amended from time to time, of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous waste.

27. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

28. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City, its designee, or its franchise hauler, to potential liability; but not including de minimis volumes or concentrations of waste of a type and

amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint. Excluded waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its franchise hauler for collection services.

29. "Food Distributor" means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

30. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

31. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed.

32. "Food Recovery Organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- a. A food bank;
- b. A nonprofit charitable organization; and,
- c. A nonprofit charitable temporary food facility.

A food recovery organization is not a commercial edible food generator for the purposes of this ordinance.

33. "Food Recovery Service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery. A food recovery service is not a commercial edible food generator for the purposes of this ordinance.

34. "Food Scraps" means discarded food and food-soiled materials such as but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells that will decompose and/or putrefy. Food scraps excludes fats, oils, and grease when such materials are source-separated from other food scraps. Food scraps is a subset of organic materials.

35. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

36. "Food Waste" means food scraps, food-soiled paper, and compostable plastics.

37. "Franchise" means the exclusive or non-exclusive rights granted by the City Council to provide collection services to customers in the City.

38. "Franchise Hauler" means the holder of a franchise for solid waste, recyclables, and organic waste collection in the City.

39. "Franchised Discarded Materials" means those categories of discarded materials required to be collected or otherwise handled by a franchise hauler, as described in and pursuant to a franchise agreement.

40. "Generator" means a person or entity that is responsible for the initial creation of one or more types of discarded materials.

41. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

42. "Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area.
43. "Hazardous Substance" means any of the following: any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to State and federal law.
44. "Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by State and federal law.
45. "Household Hazardous Waste" or "HHW" means hazardous waste generated at residential premises within the City. HHW includes: electronic waste, universal waste, paint, stain, varnish, thinner, adhesives, auto products such as fuel, used motor oil, used oil filters, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.
46. "Inspection" means a site visit where a City official reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of recyclable materials, organic waste, solid waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance.
47. "Large Event" means an event that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.
48. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste.
49. "Materials recovery facility" means:
- a. A facility licensed or permitted in accordance with AB 939 which separates secondary materials, such as paper or mixed glass and metal containers, and processes them for sale to end users; or
 - b. A firm that purchases and markets source-separated solid wastes and recyclable materials.
50. "Medical Waste" means materials which are generated or produced as a result of diagnosis, treatment, or immunization of humans or animals; the production or testing of biologicals and sharps waste; laboratory waste including human or animal specimen cultures from medical and pathology laboratories; cultures and stock of infectious agents from research and industrial laboratories; waste from the production of bacteria, viruses, spores, discarded live and attenuated vaccines used in human health care or research, and discarded animal vaccines; human or animal surgery specimens or tissues; waste containing materials contaminated with excretion exudates or secretions from humans that are required to be isolated by infection control staff, the attending physician, or local health officer to protect others from highly communicable diseases; biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, and veterinary facilities.
51. "Multi-Family Residential Dwelling" or "Multi-Family", pursuant to Section 17.68.030 of the CMC, means of, from, or pertaining to means a building or group of buildings on a single building site that contains 5 or more dwellings, each with its own facilities for parking, living, sleeping, cooking, and eating. This classification includes condominiums, townhouses, and apartments.
52. "MWEL" refers to the State law known as the Model Water Efficient Landscape Ordinance (MWEL).
53. "Organic Materials" means those materials approved by the City for collection in its organic materials collection program. Organic materials include yard trimmings, food scraps, and food-soiled papers that are set

aside, handled, packaged, or offered for collection in a manner different from solid waste for the purpose of processing.

54. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

55. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

56. "Person" means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

57. "Premises" means any tract or plot of land with the building(s) thereon or any building or part of a building used as a dwelling, place of living or place of business by any person, persons, or business entity and shall include all outbuildings used in connection therewith, including, but not limited to, garages, wood sheds and the like, and all open spaces on any building site in connection therewith in the City where discarded materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one premises. Premises devoted to residential use having once been occupied shall for all purposes of this chapter be considered as occupied premises in the future, except for such periods of time as an exemption from service or minimum charge may have been obtained pursuant to CMC 8.16.140.

58. "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the City/County/District's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the City/County/District's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in City/County/District's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.

59. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility.

60. "Recyclable Materials" means those materials approved by the City that may be collected, sorted, cleansed, treated, and reconstituted through the City's recyclables collection program into material that would otherwise become solid waste, and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace. Such material regularly accumulates as an incident to occupation of premises and includes glass, paper, newsprint, aluminum, steel, plastic, cardboard and the like. No discarded materials shall be considered recyclable materials unless such material is separated from organic materials, and solid waste. Recyclable materials shall include, but not be limited to newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, colored paper, legal pad backings, shoe boxes, cereal, and other similar food boxes), chipboard, corrugated cardboard, glass containers of any color (including brown, clear, and green glass bottles and jars), aluminum (including beverage containers and small pieces of scrap metal), steel, tin, or bi-metal cans, rigid plastics with a neck, and, those materials added by the material recovery facility servicing the City from time to time.

61. "Renewable Gas" means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted.

62. "Residential" shall mean of, from, or pertaining to a single-family premises or multi-family residential dwelling premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

63. “Responsible Party” means the owner, property manager, tenant, lessee, occupant, or other person that subscribes to and pays for recyclable materials, organic materials, and/or solid waste collection services for a premises in the City, or, if there is no such subscriber, the owner or property manager of a single-family premises, multi-family residential dwelling premises, or commercial business premises. In instances of dispute or uncertainty regarding who is the responsible party for a premises, responsible party shall mean the owner of a single-family premises, multi-family residential dwelling premises, or commercial business premises.

64. “Route Review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras.

65. “Salvageable Materials” means discarded materials that may be subsequently re-used in their original form for the same or similar purpose.

66. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

67. “Self-Hauler” means a person, who hauls solid waste, organic waste or recyclable material they have generated to another person or facility. Self-hauler also includes a landscaper or construction material hauler, or a person who back-hauls waste. Back-haul means generating and transporting recyclable materials or organic waste to a destination owned and operated by the generator or responsible party using the generator’s or responsible party’s own employees and equipment.

68. “Single-Family”, pursuant to Section 17.68.030 of the CMC, means one dwelling, attached or detached, located on a single building site, containing only one kitchen, designed for or used to house not more than one family – including all domestic employees of the family – and associated facilities for parking, living, sleeping, cooking, and eating.

69. “Solid Waste” means : solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that solid waste does not include any of the following wastes:

- a. Hazardous waste.
- b. Radioactive waste regulated pursuant to the State Radiation Control Law.
- c. Medical waste regulated pursuant to the State Medical Waste Management Act. Untreated medical waste shall not be disposed of in a solid waste landfill. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to State law.
- d. Recyclable materials, organic waste, and C&D debris when such materials are source separated.

70. “Solid Waste Container” shall be used for the purpose of storage and collection of solid waste.

71. “Source Separated” or “Source-Separated (materials)” means materials, including commingled recyclable materials and organic materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace. For the purposes of the ordinance, source separated shall include separation of materials by the generator, responsible party, or responsible party’s employee, into different containers for the purpose of collection such that source-separated materials are separated from solid waste for the purposes of collection and processing.

72. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

73. "Universal Waste" means all wastes that include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

74. "State" means the State of California.

75. "Tier One Commercial Edible Food Generator" means a commercial edible food generator that is one of the following:

- a. Supermarket.
- b. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- c. Food service provider.
- d. Food distributor.
- e. Wholesale food vendor.

76. "Tier Two Commercial Edible Food Generator" means a commercial edible food generator that is one of the following:

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- b. Hotel with an on-site food facility and 200 or more rooms.
- c. Health facility with an on-site food facility and 100 or more beds.
- d. A local education agency facility with an on-site food facility.
- e. Large event.

77. "Yard Waste" or "Yard Trimmings" means types of organic waste resulting from normal yard and landscaping installation, maintenance, or removal, such as grass clippings, leaves, brush, weeds, trimmings, garden debris and the like, which accumulate upon premises.

8.16.030 Solid Waste, Recyclable Materials and Organic Materials General Provisions.

A. No person shall reside, inhabit or lease to any other person residential property, and no person shall operate any business or lease to any other person commercial property within the City, at any time during which franchised discarded materials collection service is not being provided to the premises by the City's franchise hauler, unless exempt as provided herein. No real estate broker, service or salesperson shall arrange for such rentals without assuring that the agreement includes requirements that such services exist. The legal owner of property and the occupant of such property shall each be separately responsible for ensuring compliance with this provision.

B. The occupant of each premises within the City, or the owner of any other premises upon which solid waste may be produced or accumulated, shall obtain and maintain adequate disposal service from the City's franchise hauler, and shall be liable for and pay the full amount of all fees or charges imposed for such services.

C. Every tenant, lessee, occupant or owner of any premises where solid waste, recyclable materials or organic materials containers are provided shall be responsible for keeping such containers in a clean and sanitary condition.

D. It shall be unlawful for the owner, occupant, or manager of any premises to allow the accumulation of any discarded materials in, on, or under any premises at any time which is, or may become, a menace to health and sanitation or a fire hazard. It shall be unlawful for the owner, occupant, or manager of any premises to ever at any time allow any discarded materials of any kind to remain in, on, or under such premises for a period exceeding that

allowed by applicable law. Any unauthorized accumulation of discarded materials on any property or premises is hereby declared an unlawful public nuisance, is hereby prohibited, and may be abated pursuant to the provisions of Chapter 15.57 (Property Nuisances) of the CMC.

E. No solid waste, recyclable materials or organic material containers shall be loaded so that the combined weight of the container and contents exceeds 60 pounds, with the exception of an approved container provided by the franchise hauler specifically for such purposes.

F. All containers shall be placed and maintained in a location readily accessible to the City, its designee, or its franchise hauler, and not constituting either a fire hazard or a public nuisance.

G. Upon written notification from the City that containers are being maintained in a hazardous or offensive condition, they shall be cleaned or relocated immediately by the responsible party.

H. Enclosures that contain solid waste, recyclable materials or organic materials containers must be located in places convenient for the removal of discarded materials and must be approved by the City's Planning Department, Code Enforcement Officer, and the Environmental Compliance Manager. Enclosures, including gates and gate hardware, must be maintained in good working condition, and readily accessible by the City, designee, or franchise hauler. If an enclosure is not adequately maintained, service may be withheld until the condition is remedied to the satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

8.16.040 Improper Deposit of Solid Waste.

A. It shall be unlawful for any person to place, deposit, keep, or bury any discarded materials on, in, or under any premises, including the beach, alleys, streets, and highways, and as hereinafter provided. It shall be unlawful for any person to deposit any discarded materials in any City storm sewer, storm drain channel, inlet, or plumbing fixture or pipe connected thereto. It shall be unlawful for any person to bury discarded materials.

B. All solid waste, recyclable materials, and organic materials must be removed from the premises where the garbage is created by the City's franchise hauler. It is unlawful for any person to place, deposit or dump, or cause to be placed, deposited or dumped in any containers reserved for the use of any other household, business or other entity (including the general public, in the case of public litter and recycling containers), any discarded materials without express written permission from such household, business or other entity. Businesses and residents shall not use public litter and recycling containers for the deposit of materials generated at their household or business.

8.16.050 Rates and Fees.

A charge shall be collected from the lessee, owner, tenant or occupant of all premises within the corporate limits of the City for services rendered by the City, franchise hauler, or designee in the collection and disposal of solid waste, and the collection and recycling of source-separated recyclable materials and source-separated organic materials. The fees for these services shall be established by resolution of the City Council prior to July 1 of each year.

8.16.060 Prohibited Materials.

Materials not permitted to be placed in containers for collection by the City or designee include excluded waste, hot ashes, sharps, flammables, ammunition, explosive substances, poison, hazardous chemicals, offal, animals, and similar materials. Disposal of excluded waste shall be performed through a licensed collection and disposal company, which complies with all applicable laws and regulations. No person shall place in containers any wearing apparel, bedding, or other material from homes or other places where highly infectious or contagious diseases have prevailed. City and designees shall maintain a current list of prohibited materials, and shall make such list available to generators. Generators are responsible for obtaining and reviewing such list of prohibited materials, and acting in accordance with applicable law.

8.16.070 Burning of Certain Waste Materials.

Waste consisting of paper and wooden materials, and dry grass, brush or leaves, may not be burned in any stove or fireplace except as follows: Clean paper waste such as newsprint may be used to kindle a fire of clean, dry, unpainted wood. Products such as artificial logs and pellets that are manufactured specifically for the purpose of burning in fireplaces and stoves may be burned in accordance with the manufacturer's instructions. All burning in fireplaces and

stoves shall be done in such manner as to permit continuous combustion by a visible flame. All open burning is prohibited within the City except as set forth in Chapter 15.55 CMC.

8.16.080 Burning of Solid Waste.

It shall be unlawful for any person to burn any discarded materials, or any other material described in this Chapter in or on any commercial business or residential premises, fire place or pit, street, alley, park, or public place within the City limits.

8.16.090 Scavenging.

It shall be unlawful for persons other than the appropriate designee to collect discarded materials placed for collection in containers labeled for use in connection with waste management program(s) sponsored by the City or designee.

8.16.100 Containers – Exclusive Use.

It is unlawful for any person, without the consent of the owner or person to whom the container has been provided by designee, to enter into a container, for the purpose of salvaging or recovering any item therein or for the purpose of utilizing the container to rest or sleep therein.

8.16.110 Requirements for Single-Family Premises.

A. Responsible parties of single-family premises shall comply with the following requirements:

1. Subscribe to and pay for City's three-container collection services for weekly collection of recyclable materials, organic materials, and solid waste generated by the single-family premises and comply with requirements of those services as described below in Section 8.16.110.A.2. City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible parties for single-family premises shall adjust their service level for their collection services as requested by the City.
2. Participate in the City's three-container collection service(s) in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

B. All solid waste, recyclable materials and organic materials containers in the R-1 district shall be located in the rear or side yard setback, except in the event of access limitations such as steep slopes, width constraints, and other significant access obstructions, as approved by the Planning Director or his designee. Containers shall be screened from public view, and shall be collected, emptied, and returned to their original location by the franchise hauler or the customer. Except when authorized by the City Administrator upon a showing of reasonable necessity, no person shall leave any residential receptacle or receptacles at the street curb or in any other place on City-owned property or private property visible from the street.

C. Nothing in this section prohibits a responsible party or generator of a single-family premises from preventing or reducing discarded materials generation, managing organic waste on site, and/or using a community composting site.

8.16.120 Requirements for Multi-Family Residential Dwellings.

A. Responsible parties of multi-family residential dwelling premises shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Responsible parties of multi-family residential dwelling premises shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the multi-family residential

dwelling premises as further described below. City shall have the right to review the number and size of the multi-family residential dwelling premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of a multi-family residential dwelling premises shall adjust their service level for their collection services as requested by the City or its designee.

2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.

a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.

b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.

4. Annually provide information to employees, contractors, and tenants about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.

5. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from solid waste (when applicable) and the location of containers and the rules governing their use at each property.

6. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. Multi-family residential dwelling premises that generate two (2) cubic yards or more of total solid waste, recyclable materials, and organic materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the owner, occupant, or operator of a multi-family residential dwelling premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this Chapter.

D. Nothing in this section prohibits a responsible party or generator of a multi-family residential dwelling premises from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

8.16.130 Requirements for Commercial Businesses.

A. Responsible parties of commercial businesses shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Commercial businesses shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the commercial business premises as further described below. City shall have the right to review the number and size of a commercial business premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of the commercial business shall adjust their service level for their collection services as requested by the City or its designee.

2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.
 3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Section 8.16.130.B.4. below) for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.
 4. Provide containers for the collection of source-separated recyclable materials and source-separated organic materials in all indoor and outdoor areas where solid waste containers are provided for customers, for materials generated by that commercial business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the responsible party of the commercial business does not have to provide that particular container in all areas where solid waste containers are provided for customers. The containers provided by the responsible party of the commercial business shall have either:
 - a. A body and lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements.
 - b. Container labels that include language or images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.
 5. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's recyclable materials, organic materials, and solid waste collection service guidelines.
 6. Inspect recyclable materials containers, organic materials containers, and solid waste containers on a quarterly basis for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.
 7. Annually provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.
 8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from other solid waste and the location of containers and the rules governing their use at each property.
 9. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.
- C. All solid waste, recyclable materials and organic materials containers in the commercial districts shall be fully contained on private property and screened from public view. Commercial solid waste, recyclable materials or organic materials containers shall not be stored on any public right-of-way or property, and shall be screened from public view, except on the day of pickup, and shall be returned to their stored location within two hours of pickup.

D. All commercial container enclosures shall have adequate space accommodations for solid waste, recyclable materials and organic materials containers, in accordance with applicable law.

E. All new commercial developments must include adequate space accommodations for enclosures in accordance with applicable law, and are subject to a plan check process including review, at a minimum, by the City's Planning Department, Code Enforcement Officer, and Environmental Compliance Manager.

F. Nothing in this section prohibits a responsible party or a generator of a commercial business from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

G. Commercial businesses that generate fat, oil and grease as part of their normal operations, such as restaurants, delis, and food service facilities, shall utilize a licensed contractor for the handling and disposal of fat, oil, and grease waste generated on the premises.

H. Responsible parties of commercial businesses that are Tier One or Tier Two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 8.16.200.

8.16.140 Exemption from Collection Service.

A. Upon notifying the Public Works Director or their designee, the owner or tenant of any premises may discontinue solid waste, recyclable materials, and/or organic materials collection for such periods of time as their premises are vacated, if, in the opinion of the Public Works Director or their designee, there is no actual need for a collection. Single-family residences that are not under construction should be vacated for a minimum of six months with no solid waste, recyclable materials or organic materials generated on-site in order to discontinue collection. Solid waste, recyclable materials, and organic materials collection service may be discontinued if a single-family residence is under construction and arrangements have been made for construction waste collection pursuant to the City's C&D requirements.

B. Review and Approval of Waivers by City.

Waivers may be granted to responsible parties by the Public Works Director or their designee, according to the following process:

1. Responsible parties of premises seeking waivers shall submit a completed application form to the Department of Public Works for a waiver specifying the waiver type requested, type(s) of collection services for which they are requesting a waiver, the reason(s) for such waiver, documentation supporting such request, and an administrative fee.
2. Upon waiver approval, City shall specify that the waiver is valid for no more than five (5) years.
3. Waiver holder shall notify City if circumstances change such that commercial business's or multi-family premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.
4. Any waiver holder must cooperate with the City for compliance inspections and enforcement as stated in Sections . 8.16.230 and 8.16.240.
5. Waiver holder shall reapply to the Director of Public Works, or their designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the City.
6. Director of Public Works may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.

C. An administrative fee for exemption pursuant to this section may be collected to offset the cost of administration of the exemption in the amount specified in the application for exemption.

D. Decisions of the Director of Public Works shall be final and will not be subject to appeal.

8.16.150 Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.**A. De Minimis Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.**

The Public Works Director, or their designee, may waive a responsible party's obligation to comply with some or all recyclable materials and/or organic waste requirements of this chapter if the responsible party of the commercial business or multi-family residential dwelling premises provides documentation that the commercial business or multi-family residential premises meets one of the criteria in subsections (1) and (2) below. For the purposes of subsections (1) and (2), the total solid waste shall be the sum of weekly container capacity measured in cubic yards for solid waste, recyclable materials, and organic materials collection service.

1. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is two (2) cubic yards or more per week and recyclable materials and organic materials subject to collection in recyclable materials container(s) or organic materials container(s) comprises less than twenty (20) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than twenty (20) gallons per week or organic materials in the organic materials stream are less than twenty (20) gallons per week); or,
2. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is less than two (2) cubic yards per week and recyclable materials and organic materials subject to collection in a recyclable materials container(s) or organic materials container(s) comprises less than ten (10) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than ten (10) gallons per week or organic materials in the organic materials stream are less than ten (10) gallons per week).

B. Physical Space Waivers.

The Public Works Director, or their designee, may waive a commercial business's or multi-family residential dwelling premises' obligation to comply with some or all of the recyclable materials and/or organic waste collection service requirements if the City has evidence from its own staff, the franchise hauler, a licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for recyclable materials containers and/or organic materials containers required for compliance with the recyclable materials and organic materials collection requirements of Section 8.16.120 or 8.16.130 as applicable.

8.16.160 Requirements for Haulers and Facility Operators.**A. Requirements for Franchise Haulers**

1. Franchise hauler(s) providing recyclable materials, organic waste, and/or solid waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, license, or other authorization with the City to collect recyclable materials, organic materials, and/or solid waste:
 - a. Through written notice to the City annually on or before December 1 of each year, identify the facilities to which they will transport discarded materials, including facilities for source-separated recyclable materials, source-separated organic materials, and solid waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the City.
 - b. It is required that the franchise hauler collect solid waste, recyclable materials, and organic materials at least once a week from every premises within the City, where solid waste is created or presumed to be created, and from restaurants, grocery stores and other like occupancies creating solid waste, as frequently as such solid waste is required to be removed by the provisions of this Chapter. It is further required that in all residential and commercial areas of the City, after the collection of such solid waste, the franchise hauler return the receptacles to a screened location on private property at which said collection took place. The franchise hauler shall notify the Code Compliance Officer or Environmental Compliance Manager promptly of any infractions of collection and the Code Compliance Officer or Environmental Compliance Manager shall take proper corrective action.

c. Transport source-separated recyclable materials to a facility that recovers those materials; transport source-separated organic materials to a facility, operation, activity, or property that recovers organic waste; transport solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and transport manure to a facility that manages manure in conformance with State law and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

d. Obtain approval from the City to haul organic waste, unless it is transporting source-separated organic waste to a community composting site or lawfully transporting construction and demolition (C&D) debris in a manner that complies with State law, Section 8.16.170 of this chapter, and Chapter 15.53 of the CMC.

2. Franchise hauler(s) authorized to collect recyclable materials, organic materials, and/or solid waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

B. Requirements for Community Composting Operations

1. Community composting operators with operations located in the City's boundaries, upon City request, shall provide information to the City to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the City shall respond within 60 days.

8.16.170 Requirements for Landscape, Construction and Demolition Material Self-Haulers.

A. Every landscape and construction and demolition (C&D) material self-hauler shall source separate its recyclable materials and organic materials (materials that City otherwise requires generators or responsible parties to separate for collection in the City's recyclable materials and organic materials collection program) generated on-site from solid waste in a manner consistent with State law and the City's collection program. Self-haulers shall deliver their materials to facilities described in subsection (B) below. Alternatively, self-haulers may or choose not to source separate recyclable materials and organic materials and shall haul their solid waste (that includes recyclable materials and organic materials) to a high diversion organic waste processing facility that is approved by the City.

B. Landscape and C&D material self-haulers that source separate their recyclable materials and organic materials shall haul their source-separated recyclable materials to a facility that recovers those materials; haul their source-separated organic waste to a facility, operation, activity, or property that processes or recovers source-separated organic waste; haul their solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and, transport manure to a facility that manages manure and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

C. Landscape and C&D material self-haulers shall keep records of the amount of recyclable materials, organic waste, and solid waste delivered to each facility, operation, activity, or property that processes or recovers recyclable materials and organic waste and processes or disposes of solid waste or shall keep records of solid waste delivered to high diversion organic waste processing facilities. These records shall be subject to inspection by the City or its designee. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the recyclable materials, organic materials, and solid waste.

2. The amount of material in cubic yards or tons transported by the generator or responsible party to each entity.

3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the recyclable materials, organic materials, and solid waste.

D. Landscape and C&D material self-haulers shall retain all records and data required to be maintained by this section for no less than five (5) years after the recyclable materials, organic materials, and/or solid waste was first delivered to the facility accepting the material.

E. Landscape and C&D material self-haulers shall provide copies of records required by this section to City if requested by the City and shall provide the records at the frequency requested by the City.

F. Contractors and C&D material self-haulers applying for a permit for construction in the City shall also, at all times, comply with Chapter 15.53 of the CMC, as amended, and all applicable laws, including without limitation all laws related to management of C&D debris, preparation of C&D debris management plans and reports, and diversion of C&D debris from disposal.

8.16.180 Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City for new construction and building additions and alterations shall comply with the requirements of this section and all required components of the California Green Building Standards Code, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more multi-family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.
2. New commercial or multi-family construction or additions resulting in more than 30 percent of the floor area shall provide readily accessible areas identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.

8.16.190 Model Water Efficient Landscaping Ordinance (MWELo) Requirements.

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with the MWELo, including requirements related to use of compost and mulch as delineated in this section.

B. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.16.190.A. above shall:

1. Have the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - a. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding compost and tilling.
 - b. For landscape installations, a minimum three- (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up

to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELo compliance items listed in this section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in shall consult the full MWELo for all requirements.

8.16.200 Requirements for Commercial Edible Food Generators.

A. Tier One commercial edible food generators must comply with the requirements of this section commencing January 1, 2022, and Tier 2 commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Commercial edible food generators shall comply with the following requirements (See definition of Tier One and Tier Two Commercial Edible Food Generators):

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
3. Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records.
5. Keep records that include the following information:
 - a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement.
 - b. A copy of all contracts or written agreements.
 - c. A record of the following information for each of those food recovery services or food recovery organizations:
 - i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that are collected by or self-hauled to the food recovery service or food recovery organization.
 - iii. The established frequency that food is collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.
6. Maintain records required by this section for a minimum of five (5) years.
7. Commencing no later than December 1, 2022 for Tier One commercial edible food generators and December 1, 2025 for Tier Two commercial edible food generators, provide an annual food recovery report to the City that includes the following information:

- a. The amount, in pounds, of edible food donated to a food recovery service or food recovery organization annually; and,
- b. The amount, in pounds of edible food rejected by a food recovery service or food recovery organization annually.
- c. The name, address and contact information of the food recovery service(s) or food recovery organization(s) that collected edible food from the commercial edible food generator.
- d. Any additional information required by the Public Works Director or their designee.

8. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.16.210 Requirements for Food Recovery Organizations and Services.

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
3. The quantity in pounds of edible food transported to each food recovery organization per month.

The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract, shall maintain the following records, or as otherwise specified by State law:

1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
2. The quantity in pounds of edible food received from each commercial edible food generator per month.
3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

C. Maintain records required by this section for five years.

D. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall report to the City the total pounds of edible food recovered in the previous calendar year from the Tier One and Tier Two commercial edible food generators they have established a contract or written agreement. The annual report shall be submitted to the City no later than December 1 of each year.

E. In order to support edible food recovery capacity planning assessments or other studies conducted by the City or its designee, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food

recovery organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is specified by the City.

F. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall include language in all agreements with Tier One and Tier Two edible food generators located in the City.

8.16.220 Other Diversion Requirements.

In addition to the requirements identified in Sections 8.16.110, 8.16.120, 8.16.130, 8.16.160, 8.16.170, 8.16.200, and 8.16.210, City may make rules or policies from time to time which may require generators or specific groups of generators to participate in recycling related activities in order to be compliant with or otherwise support applicable law. Such rules or policies may include but are not limited to: requiring participation in recyclable materials and/or organic materials collection programs; requiring education of customers, employees, and visitors about recycling programs; and, requiring submittal of reports to City about recycling related activities.

8.16.230 Inspections and Investigations by City.

A. City representatives and/or designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source-separated materials to confirm compliance with this chapter by generators, responsible parties of commercial businesses, responsible parties of multi-family residential dwelling premises, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This section does not allow City representative or designee to enter the interior of a private residential property for inspection.

B. Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the City's representative or its designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure of a responsible party to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties described in Section 8.16.240.

C. Any records obtained by the City or its designee during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code.

D. City representatives, its designated entity, and/or designee are authorized to conduct any inspections, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

E. City shall receive and investigate written complaints from persons regarding an entity that may be potentially non-compliant with this Chapter (Chapter 8.16), including receipt of anonymous complaints.

8.16.240 Enforcement.

A. Beginning January 1, 2022 and through December 31, 2023, if, as a result of inspections, route reviews, waste evaluations, or compliance reviews, City representatives determine that an organic waste generator, self-hauler, franchise hauler, commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with the provisions of this chapter, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

B. Beginning on January 1, 2024, violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative. Enforcement actions under this chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.

C. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

D. Enforcement pursuant to this chapter may be undertaken by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

E. Process for Enforcement:

1. City Enforcement Officials or Regional or County Enforcement Officials and/or their designee will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. Section 8.16.230 establishes City's right to conduct inspections and investigations.
2. For incidences of prohibited container contaminants found in containers, City will issue a notice of contamination to any generator or responsible party found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within 14 calendar days after determining that a violation has occurred. If the City observes prohibited container contaminants in a responsible party's containers on more than three (3) occasion(s), the City may assess contamination processing fees or contamination penalties on the generator.
3. With the exception of violations of contamination of container contents addressed under Section 8.16.240.E.2., City shall issue a Notice of Violation requiring compliance within a maximum of 60 days of issuance of the notice.
4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine.
5. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the multi-family residential dwelling premises or commercial business premises or to the responsible party for the collection services, depending upon available information.
6. If any person fails or neglects, for a period of three days after receipt of written notice, to have any solid waste removed, the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may direct the same to be removed by the designee, and for this purpose the designee and City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may enter the premises and remove or cause to be removed all such solid waste so condemned and ordered to be removed, and the cost of the removal shall be a charge and lien on such premises or may be collected in a personal action against the owner, tenant, lessee or occupant of the premises. The refusal by the owner, tenant, lessee or occupant of any premises to allow or permit such solid waste to be so removed shall be deemed a misdemeanor.
7. Any person, corporation, property owner, tenant, lessee or business owner in any commercial district failing to abide by the provisions of this code may be charged with a misdemeanor and/or the revocation of his/her/its license to do business within the City.

F. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

G. Compliance Deadline Extension Considerations

City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to State law due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that a generator, responsible party, self-hauler, hauler, Tier One or Tier Two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take enforcement action pursuant to this section, as needed.

Chapter 8.16

SOLID WASTE AND MATERIALS RECOVERY

Sections:

- 8.16.010 Purpose
- 8.16.020 Definitions.
- 8.16.030 Solid Waste, Recyclable Materials and Organic Materials General Provisions.
- 8.16.040 Improper Deposit of Solid Waste.
- 8.16.050 Rates and Fees.
- 8.16.060 Prohibited Materials.
- 8.16.070 Burning of Certain Waste Materials.
- 8.16.080 Burning of Solid Waste.
- 8.16.090 Scavenging.
- 8.16.100 Containers – Exclusive Use.
- 8.16.110 Requirements for Single-Family Premises.
- 8.16.120 Requirements for Multi-Family Residential Dwellings.
- 8.16.130 Requirements for Commercial Businesses.
- 8.16.140 Exemption from Collection Service.
- 8.16.150 Waivers for Multi-Family Residential Dwelling Premises and Commercial Business Premises.
- 8.16.160 Requirements for Haulers and Facility Operators.
- 8.16.170 Requirements for Landscape and Construction Material Self-Haulers.
- 8.16.180 Compliance with CALGreen Recycling Requirements.
- 8.16.190 Model Water Efficient Landscaping Ordinance (MWELO) Requirements.
- 8.16.200 Requirements for Commercial Edible Food Generators.
- 8.16.210 Requirements for Food Recovery Organizations and Services.
- 8.16.220 Other Diversion Requirements.
- 8.16.230 Inspections and Investigations by City.
- 8.16.240 Enforcement.

8.16.010 Purpose.

A. The purpose of this chapter is to regulate discarded materials handling in order to protect the public health, safety, and welfare and to meet the City's obligations under applicable law.

B. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059, aspects of discarded materials handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether discarded materials services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license, or permit.

C. Nothing in this chapter shall be construed to forbid the maintenance in the R-1 district, according to good gardening practice, of a compost pile consisting of pine needles, leaves, grass and garden debris in a quantity appropriate for use on the premises.

8.16.020 Definitions.

A. The words listed in this section, as used in this chapter, are defined as follows:

1. "AB 939" means the California Integrated Waste Management Act of 1989 (Assembly Bill No. 939), codified, in part, at Public Resources, Section 4000 et seq., as it may be amended from time to time, and as implemented by the regulations of the California Integrated Waste Management Board, or its successor.
2. "Agreement" means a contract entered into between the City and a service provider providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the service provider's

collection, transportation, processing, and/or disposal of discarded materials and the setting of rates and charges for services.

3. "Applicable Law" means all laws, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, approvals, or requirements of the United States, State of California, regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern the management of discarded materials, or any other materials described in this Chapter.

4. "Bin" means a metal container with a hinged lid and wheels, less than ten (10) cubic yards in size, for the deposit of discarded materials, designed to be collected with a front- or rear-loading collection vehicle.

5. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others). CalRecycle also enforces California's Green Building Standards Code known as CALGreen.

6. "City" means the City of Carmel-by-the-Sea, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City.

7. "City Enforcement Official" means the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative who is/are partially or wholly responsible for enforcing the ordinance.

8. "CMC" means the Carmel Municipal Code.

9. "Commercial" means of, from or pertaining to non-residential premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

10. "Commercial Business" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.

11. "Commercial Edible Food Generator" includes a Tier One or a Tier Two commercial edible food generator.

12. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

13. "Compactor" means a mechanical apparatus that compresses materials together with the container that holds the compressed materials or the container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard bin compactors serviced by front-end loader collection vehicles and ten (10) to fifty (50) cubic yard drop box compactors serviced by roll-off collection vehicles.

14. "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source-separated from the municipal solid waste stream, or which are separated at a centralized facility.

15. "Compostable Plastics" means plastic materials that meet the ASTM D6400 standard for compostability.

16. "Construction and Demolition Debris" or "C&D Debris" means discarded building materials, packaging, debris, and rubble, including concrete, lumber, brick, and plaster, resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding excluded waste.

17. "Container" means a receptacle used to accumulate discarded materials on premises for scheduled or periodic collection. Containers may be carts, bags, bins, drop boxes, compactors, public litter containers, or other City-approved receptacles.

18. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains materials prohibited in that container by the guidelines promulgated by the material recovery facility servicing the City.

19. "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under applicable law, or who performs (whether as applicant, contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to commercial or residential premises in the State of California.

20. "Curbside" is the standard word used in the garbage industry to describe that area adjacent to a premises on the "curb" located at its front. As used in this chapter, "curbside" means such locations in the commercial districts and, when referring to the curbless residential district, it means an area on or immediately adjacent to the public right-of-way in front of the premises. Thus, "curbside collection" means the collection and removal by the franchise hauler of discarded materials placed at the curbside.

21. "Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment, and which may be disposed of only in Class II disposal sites or Class III disposal sites.

22. "Designee" means an entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

23. "Discarded Materials" means any one or combination of solid waste, recyclable materials, organic materials, salvageable materials, and/or Construction and Demolition (C&D) debris placed by a generator in a collection container and/or at a location for the purposes of collection. This does not include excluded waste.

24. "Drop Box" means an open-top container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off collection vehicle.

25. "Edible Food" means food intended for human consumption.

26. "Electronic Waste" means any discarded electronic devices and components as well as substances involved in their manufacture or use as defined under various federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements, as they may be amended from time to time, of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous waste.

27. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

28. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City, its designee, or its franchise hauler, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint. Excluded waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or

customer has properly placed the materials for collection pursuant to instructions provided by City or its franchise hauler for collection services.

29. "Food Distributor" means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

30. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

31. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed.

32. "Food Recovery Organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- a. A food bank;
- b. A nonprofit charitable organization; and,
- c. A nonprofit charitable temporary food facility.

A food recovery organization is not a commercial edible food generator for the purposes of this ordinance.

33. "Food Recovery Service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery. A food recovery service is not a commercial edible food generator for the purposes of this ordinance.

34. "Food Scraps" means discarded food and food-soiled materials such as but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells that will decompose and/or putrefy. Food scraps excludes fats, oils, and grease when such materials are source-separated from other food scraps. Food scraps is a subset of organic materials.

35. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

36. "Food Waste" means food scraps, food-soiled paper, and compostable plastics.

37. "Franchise" means the exclusive or non-exclusive rights granted by the City Council to provide collection services to customers in the City.

38. "Franchise Hauler" means the holder of a franchise for solid waste, recyclables, and organic waste collection in the City.

39. "Franchised Discarded Materials" means those categories of discarded materials required to be collected or otherwise handled by a franchise hauler, as described in and pursuant to a franchise agreement.

40. "Generator" means a person or entity that is responsible for the initial creation of one or more types of discarded materials.

41. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

42. "Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area.

43. "Hazardous Substance" means any of the following: any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to State and federal law.

44. "Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by State and federal law.

45. "Household Hazardous Waste" or "HHW" means hazardous waste generated at residential premises within the City. HHW includes: electronic waste, universal waste, paint, stain, varnish, thinner, adhesives, auto products such as fuel, used motor oil, used oil filters, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

46. "Inspection" means a site visit where a City official reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of recyclable materials, organic waste, solid waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance.

47. "Large Event" means an event that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.

48. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste.

49. "Materials recovery facility" means:

a. A facility licensed or permitted in accordance with AB 939 which separates secondary materials, such as paper or mixed glass and metal containers, and processes them for sale to end users; or

b. A firm that purchases and markets source-separated solid wastes and recyclable materials.

50. "Medical Waste" means materials which are generated or produced as a result of diagnosis, treatment, or immunization of humans or animals; the production or testing of biologicals and sharps waste; laboratory waste including human or animal specimen cultures from medical and pathology laboratories; cultures and stock of infectious agents from research and industrial laboratories; waste from the production of bacteria, viruses, spores, discarded live and attenuated vaccines used in human health care or research, and discarded animal vaccines; human or animal surgery specimens or tissues; waste containing materials contaminated with excretion exudates or secretions from humans that are required to be isolated by infection control staff, the attending physician, or local health officer to protect others from highly communicable diseases; biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, and veterinary facilities.

51. "Multi-Family Residential Dwelling" or "Multi-Family", pursuant to Section 17.68.030 of the CMC, means of, from, or pertaining to means a building or group of buildings on a single building site that contains 5 or more dwellings, each with its own facilities for parking, living, sleeping, cooking, and eating. This classification includes condominiums, townhouses, and apartments.

52. "MWEL" refers to the State law known as the Model Water Efficient Landscape Ordinance (MWEL).

53. "Organic Materials" means those materials approved by the City for collection in its organic materials collection program. Organic materials include yard trimmings, food scraps, and food-soiled papers that are set aside, handled, packaged, or offered for collection in a manner different from solid waste for the purpose of processing.

54. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste,

organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

55. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

56. "Person" means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

57. "Premises" means any tract or plot of land with the building(s) thereon or any building or part of a building used as a dwelling, place of living or place of business by any person, persons, or business entity and shall include all outbuildings used in connection therewith, including, but not limited to, garages, wood sheds and the like, and all open spaces on any building site in connection therewith in the City where discarded materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one premises. Premises devoted to residential use having once been occupied shall for all purposes of this chapter be considered as occupied premises in the future, except for such periods of time as an exemption from service or minimum charge may have been obtained pursuant to CMC 8.16.140.

58. "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the City/County/District's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the City/County/District's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in City/County/District's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.

59. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility.

60. "Recyclable Materials" means those materials approved by the City that may be collected, sorted, cleansed, treated, and reconstituted through the City's recyclables collection program into material that would otherwise become solid waste, and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace. Such material regularly accumulates as an incident to occupation of premises and includes glass, paper, newsprint, aluminum, steel, plastic, cardboard and the like. No discarded materials shall be considered recyclable materials unless such material is separated from organic materials, and solid waste. Recyclable materials shall include, but not be limited to newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, colored paper, legal pad backings, shoe boxes, cereal, and other similar food boxes), chipboard, corrugated cardboard, glass containers of any color (including brown, clear, and green glass bottles and jars), aluminum (including beverage containers and small pieces of scrap metal), steel, tin, or bi-metal cans, rigid plastics with a neck, and, those materials added by the material recovery facility servicing the City from time to time.

61. "Renewable Gas" means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted.

62. "Residential" shall mean of, from, or pertaining to a single-family premises or multi-family residential dwelling premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

63. "Responsible Party" means the owner, property manager, tenant, lessee, occupant, or other person that subscribes to and pays for recyclable materials, organic materials, and/or solid waste collection services for a premises in the City, or, if there is no such subscriber, the owner or property manager of a single-family premises, multi-family residential dwelling premises, or commercial business premises. In instances of dispute or uncertainty regarding who is the responsible party for a premises, responsible party shall mean the owner of a single-family premises, multi-family residential dwelling premises, or commercial business premises.

64. “Route Review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras.

65. “Salvageable Materials” means discarded materials that may be subsequently re-used in their original form for the same or similar purpose.

66. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

67. “Self-Hauler” means a person, who hauls solid waste, organic waste or recyclable material they have generated to another person or facility. Self-hauler also includes a landscaper or construction material hauler, or a person who back-hauls waste. Back-haul means generating and transporting recyclable materials or organic waste to a destination owned and operated by the generator or responsible party using the generator’s or responsible party’s own employees and equipment.

68. “Single-Family”, pursuant to Section 17.68.030 of the CMC, means one dwelling, attached or detached, located on a single building site, containing only one kitchen, designed for or used to house not more than one family – including all domestic employees of the family – and associated facilities for parking, living, sleeping, cooking, and eating.

69. “Solid Waste” means : solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that solid waste does not include any of the following wastes:

- a. Hazardous waste.
- b. Radioactive waste regulated pursuant to the State Radiation Control Law.
- c. Medical waste regulated pursuant to the State Medical Waste Management Act. Untreated medical waste shall not be disposed of in a solid waste landfill. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to State law.
- d. Recyclable materials, organic waste, and C&D debris when such materials are source separated.

70. “Solid Waste Container” shall be used for the purpose of storage and collection of solid waste.

71. “Source Separated” or “Source-Separated (materials)” means materials, including commingled recyclable materials and organic materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace. For the purposes of the ordinance, source separated shall include separation of materials by the generator, responsible party, or responsible party’s employee, into different containers for the purpose of collection such that source-separated materials are separated from solid waste for the purposes of collection and processing.

72. “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

73. “Universal Waste” means all wastes that include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

74. “State” means the State of California.

75. “Tier One Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- a. Supermarket.
- b. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- c. Food service provider.
- d. Food distributor.
- e. Wholesale food vendor.

76. “Tier Two Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- b. Hotel with an on-site food facility and 200 or more rooms.
- c. Health facility with an on-site food facility and 100 or more beds.
- d. A local education agency facility with an on-site food facility.
- e. Large event.

77. “Yard Waste” or “Yard Trimmings” means types of organic waste resulting from normal yard and landscaping installation, maintenance, or removal, such as grass clippings, leaves, brush, weeds, trimmings, garden debris and the like, which accumulate upon premises.

8.16.030 Solid Waste, Recyclable Materials and Organic Materials General Provisions.

A. No person shall reside, inhabit or lease to any other person residential property, and no person shall operate any business or lease to any other person commercial property within the City, at any time during which franchised discarded materials collection service is not being provided to the premises by the City’s franchise hauler, unless exempt as provided herein. No real estate broker, service or salesperson shall arrange for such rentals without assuring that the agreement includes requirements that such services exist. The legal owner of property and the occupant of such property shall each be separately responsible for ensuring compliance with this provision.

B. The occupant of each premises within the City, or the owner of any other premises upon which solid waste may be produced or accumulated, shall obtain and maintain adequate disposal service from the City’s franchise hauler, and shall be liable for and pay the full amount of all fees or charges imposed for such services.

C. Every tenant, lessee, occupant or owner of any premises where solid waste, recyclable materials or organic materials containers are provided shall be responsible for keeping such containers in a clean and sanitary condition.

D. It shall be unlawful for the owner, occupant, or manager of any premises to allow the accumulation of any discarded materials in, on, or under any premises at any time which is, or may become, a menace to health and sanitation or a fire hazard. It shall be unlawful for the owner, occupant, or manager of any premises to ever at any time allow any discarded materials of any kind to remain in, on, or under such premises for a period exceeding that allowed by applicable law. Any unauthorized accumulation of discarded materials on any property or premises is hereby declared an unlawful public nuisance, is hereby prohibited, and may be abated pursuant to the provisions of Chapter 15.57 (Property Nuisances) of the CMC.

E. No solid waste, recyclable materials or organic material containers shall be loaded so that the combined weight of the container and contents exceeds 60 pounds, with the exception of an approved container provided by the franchise hauler specifically for such purposes.

F. All containers shall be placed and maintained in a location readily accessible to the City, its designee, or its franchise hauler, and not constituting either a fire hazard or a public nuisance.

G. Upon written notification from the City that containers are being maintained in a hazardous or offensive condition, they shall be cleaned or relocated immediately by the responsible party.

H. Enclosures that contain solid waste, recyclable materials or organic materials containers must be located in places convenient for the removal of discarded materials and must be approved by the City's Planning Department, Code Enforcement Officer, and the Environmental Compliance Manager. Enclosures, including gates and gate hardware, must be maintained in good working condition, and readily accessible by the City, designee, or franchise hauler. If an enclosure is not adequately maintained, service may be withheld until the condition is remedied to the satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

8.16.040 Improper Deposit of Solid Waste.

A. It shall be unlawful for any person to place, deposit, keep, or bury any discarded materials on, in, or under any premises, including the beach, alleys, streets, and highways, and as hereinafter provided. It shall be unlawful for any person to deposit any discarded materials in any City storm sewer, storm drain channel, inlet, or plumbing fixture or pipe connected thereto. It shall be unlawful for any person to bury discarded materials.

B. All solid waste, recyclable materials, and organic materials must be removed from the premises where the garbage is created by the City's franchise hauler. It is unlawful for any person to place, deposit or dump, or cause to be placed, deposited or dumped in any containers reserved for the use of any other household, business or other entity (including the general public, in the case of public litter and recycling containers), any discarded materials without express written permission from such household, business or other entity. Businesses and residents shall not use public litter and recycling containers for the deposit of materials generated at their household or business.

8.16.050 Rates and Fees.

A charge shall be collected from the lessee, owner, tenant or occupant of all premises within the corporate limits of the City for services rendered by the City, franchise hauler, or designee in the collection and disposal of solid waste, and the collection and recycling of source-separated recyclable materials and source-separated organic materials. The fees for these services shall be established by resolution of the City Council prior to July 1 of each year.

8.16.060 Prohibited Materials.

Materials not permitted to be placed in containers for collection by the City or designee include excluded waste, hot ashes, sharps, flammables, ammunition, explosive substances, poison, hazardous chemicals, offal, animals, and similar materials. Disposal of excluded waste shall be performed through a licensed collection and disposal company, which complies with all applicable laws and regulations. No person shall place in containers any wearing apparel, bedding, or other material from homes or other places where highly infectious or contagious diseases have prevailed. City and designees shall maintain a current list of prohibited materials, and shall make such list available to generators. Generators are responsible for obtaining and reviewing such list of prohibited materials, and acting in accordance with applicable law.

8.16.070 Burning of Certain Waste Materials.

Waste consisting of paper and wooden materials, and dry grass, brush or leaves, may not be burned in any stove or fireplace except as follows: Clean paper waste such as newsprint may be used to kindle a fire of clean, dry, unpainted wood. Products such as artificial logs and pellets that are manufactured specifically for the purpose of burning in fireplaces and stoves may be burned in accordance with the manufacturer's instructions. All burning in fireplaces and stoves shall be done in such manner as to permit continuous combustion by a visible flame. All open burning is prohibited within the City except as set forth in Chapter 15.55 CMC.

8.16.080 Burning of Solid Waste.

It shall be unlawful for any person to burn any discarded materials, or any other material described in this Chapter in or on any commercial business or residential premises, fire place or pit, street, alley, park, or public place within the City limits.

8.16.090 Scavenging.

It shall be unlawful for persons other than the appropriate designee to collect discarded materials placed for collection in containers labeled for use in connection with waste management program(s) sponsored by the City or designee.

8.16.100 Containers – Exclusive Use.

It is unlawful for any person, without the consent of the owner or person to whom the container has been provided by designee, to enter into a container, for the purpose of salvaging or recovering any item therein or for the purpose of utilizing the container to rest or sleep therein.

8.16.110 Requirements for Single-Family Premises.

A. Responsible parties of single-family premises shall comply with the following requirements:

1. Subscribe to and pay for City's three-container collection services for weekly collection of recyclable materials, organic materials, and solid waste generated by the single-family premises and comply with requirements of those services as described below in Section 8.16.110.A.2. City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible parties for single-family premises shall adjust their service level for their collection services as requested by the City.
2. Participate in the City's three-container collection service(s) in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

B. All solid waste, recyclable materials and organic materials containers in the R-1 district shall be located in the rear or side yard setback, except in the event of access limitations such as steep slopes, width constraints, and other significant access obstructions, as approved by the Planning Director or his designee. Containers shall be screened from public view, and shall be collected, emptied, and returned to their original location by the franchise hauler or the customer. Except when authorized by the City Administrator upon a showing of reasonable necessity, no person shall leave any residential receptacle or receptacles at the street curb or in any other place on City-owned property or private property visible from the street.

C. Nothing in this section prohibits a responsible party or generator of a single-family premises from preventing or reducing discarded materials generation, managing organic waste on site, and/or using a community composting site.

8.16.120 Requirements for Multi-Family Residential Dwellings.

A. Responsible parties of multi-family residential dwelling premises shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Responsible parties of multi-family residential dwelling premises shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the multi-family residential dwelling premises as further described below. City shall have the right to review the number and size of the multi-family residential dwelling premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of a multi-family residential dwelling premises shall adjust their service level for their collection services as requested by the City or its designee.

2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.
3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.
4. Annually provide information to employees, contractors, and tenants about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.
5. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from solid waste (when applicable) and the location of containers and the rules governing their use at each property.
6. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. Multi-family residential dwelling premises that generate two (2) cubic yards or more of total solid waste, recyclable materials, and organic materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the owner, occupant, or operator of a multi-family residential dwelling premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this Chapter.

D. Nothing in this section prohibits a responsible party or generator of a multi-family residential dwelling premises from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

8.16.130 Requirements for Commercial Businesses.

A. Responsible parties of commercial businesses shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Commercial businesses shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the commercial business premises as further described below. City shall have the right to review the number and size of a commercial business premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of the commercial business shall adjust their service level for their collection services as requested by the City or its designee.
2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.

- b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.
 3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Section 8.16.130.B.4. below) for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.
 4. Provide containers for the collection of source-separated recyclable materials and source-separated organic materials in all indoor and outdoor areas where solid waste containers are provided for customers, for materials generated by that commercial business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the responsible party of the commercial business does not have to provide that particular container in all areas where solid waste containers are provided for customers. The containers provided by the responsible party of the commercial business shall have either:
 - a. A body and lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements.
 - b. Container labels that include language or images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.
 5. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's recyclable materials, organic materials, and solid waste collection service guidelines.
 6. Inspect recyclable materials containers, organic materials containers, and solid waste containers on a quarterly basis for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.
 7. Annually provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.
 8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from other solid waste and the location of containers and the rules governing their use at each property.
 9. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.
- C. All solid waste, recyclable materials and organic materials containers in the commercial districts shall be fully contained on private property and screened from public view. Commercial solid waste, recyclable materials or organic materials containers shall not be stored on any public right-of-way or property, and shall be screened from public view, except on the day of pickup, and shall be returned to their stored location within two hours of pickup.
- D. All commercial container enclosures shall have adequate space accommodations for solid waste, recyclable materials and organic materials containers, in accordance with applicable law.
- E. All new commercial developments must include adequate space accommodations for enclosures in accordance with applicable law, and are subject to a plan check process including review, at a minimum, by the City's Planning Department, Code Enforcement Officer, and Environmental Compliance Manager.

F. Nothing in this section prohibits a responsible party or a generator of a commercial business from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

G. Commercial businesses that generate fat, oil and grease as part of their normal operations, such as restaurants, delis, and food service facilities, shall utilize a licensed contractor for the handling and disposal of fat, oil, and grease waste generated on the premises.

H. Responsible parties of commercial businesses that are Tier One or Tier Two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 8.16.200.

8.16.140 Exemption from Collection Service.

A. Upon notifying the Public Works Director or their designee, the owner or tenant of any premises may discontinue solid waste, recyclable materials, and/or organic materials collection for such periods of time as their premises are vacated, if, in the opinion of the Public Works Director or their designee, there is no actual need for a collection. Single-family residences that are not under construction should be vacated for a minimum of six months with no solid waste, recyclable materials or organic materials generated on-site in order to discontinue collection. Solid waste, recyclable materials, and organic materials collection service may be discontinued if a single-family residence is under construction and arrangements have been made for construction waste collection pursuant to the City's C&D requirements.

B. Review and Approval of Waivers by City.

Waivers may be granted to responsible parties by the Public Works Director or their designee, according to the following process:

1. Responsible parties of premises seeking waivers shall submit a completed application form to the Department of Public Works for a waiver specifying the waiver type requested, type(s) of collection services for which they are requesting a waiver, the reason(s) for such waiver, documentation supporting such request, and an administrative fee.
2. Upon waiver approval, City shall specify that the waiver is valid for no more than five (5) years.
3. Waiver holder shall notify City if circumstances change such that commercial business's or multi-family premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.
4. Any waiver holder must cooperate with the City for compliance inspections and enforcement as stated in Sections . 8.16.230 and 8.16.240.
5. Waiver holder shall reapply to the Director of Public Works, or their designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the City.
6. Director of Public Works may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.

C. An administrative fee for exemption pursuant to this section may be collected to offset the cost of administration of the exemption in the amount specified in the application for exemption.

D. Decisions of the Director of Public Works shall be final and will not be subject to appeal.

8.16.150 Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.

A. De Minimis Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.
The Public Works Director, or their designee, may waive a responsible party's obligation to comply with some or all recyclable materials and/or organic waste requirements of this chapter if the responsible party of the commercial business or multi-family residential dwelling premises provides documentation that the commercial business or multi-family residential premises meets one of the criteria in subsections (1) and (2) below. For the purposes of

subsections (1) and (2), the total solid waste shall be the sum of weekly container capacity measured in cubic yards for solid waste, recyclable materials, and organic materials collection service.

1. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is two (2) cubic yards or more per week and recyclable materials and organic materials subject to collection in recyclable materials container(s) or organic materials container(s) comprises less than twenty (20) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than twenty (20) gallons per week or organic materials in the organic materials stream are less than twenty (20) gallons per week); or,
2. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is less than two (2) cubic yards per week and recyclable materials and organic materials subject to collection in a recyclable materials container(s) or organic materials container(s) comprises less than ten (10) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than ten (10) gallons per week or organic materials in the organic materials stream are less than ten (10) gallons per week).

B. Physical Space Waivers.

The Public Works Director, or their designee, may waive a commercial business's or multi-family residential dwelling premises' obligation to comply with some or all of the recyclable materials and/or organic waste collection service requirements if the City has evidence from its own staff, the franchise hauler, a licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for recyclable materials containers and/or organic materials containers required for compliance with the recyclable materials and organic materials collection requirements of Section 8.16.120 or 8.16.130 as applicable.

8.16.160 Requirements for Haulers and Facility Operators.

A. Requirements for Franchise Haulers

1. Franchise hauler(s) providing recyclable materials, organic waste, and/or solid waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, license, or other authorization with the City to collect recyclable materials, organic materials, and/or solid waste:
 - a. Through written notice to the City annually on or before December 1 of each year, identify the facilities to which they will transport discarded materials, including facilities for source-separated recyclable materials, source-separated organic materials, and solid waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the City.
 - b. It is required that the franchise hauler collect solid waste, recyclable materials, and organic materials at least once a week from every premises within the City, where solid waste is created or presumed to be created, and from restaurants, grocery stores and other like occupancies creating solid waste, as frequently as such solid waste is required to be removed by the provisions of this Chapter. It is further required that in all residential and commercial areas of the City, after the collection of such solid waste, the franchise hauler return the receptacles to a screened location on private property at which said collection took place. The franchise hauler shall notify the Code Compliance Officer or Environmental Compliance Manager promptly of any infractions of collection and the Code Compliance Officer or Environmental Compliance Manager shall take proper corrective action.
 - c. Transport source-separated recyclable materials to a facility that recovers those materials; transport source-separated organic materials to a facility, operation, activity, or property that recovers organic waste; transport solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and transport manure to a facility that manages manure in conformance with State law and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

d. Obtain approval from the City to haul organic waste, unless it is transporting source-separated organic waste to a community composting site or lawfully transporting construction and demolition (C&D) debris in a manner that complies with State law, Section 8.16.170 of this chapter, and Chapter 15.53 of the CMC.

2. Franchise hauler(s) authorized to collect recyclable materials, organic materials, and/or solid waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

B. Requirements for Community Composting Operations

1. Community composting operators with operations located in the City's boundaries, upon City request, shall provide information to the City to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the City shall respond within 60 days.

8.16.170 Requirements for Landscape, Construction and Demolition Material Self-Haulers.

A. Every landscape and construction and demolition (C&D) material self-hauler shall source separate its recyclable materials and organic materials (materials that City otherwise requires generators or responsible parties to separate for collection in the City's recyclable materials and organic materials collection program) generated on-site from solid waste in a manner consistent with State law and the City's collection program. Self-haulers shall deliver their materials to facilities described in subsection (B) below. Alternatively, self-haulers may or choose not to source separate recyclable materials and organic materials and shall haul their solid waste (that includes recyclable materials and organic materials) to a high diversion organic waste processing facility that is approved by the City.

B. Landscape and C&D material self-haulers that source separate their recyclable materials and organic materials shall haul their source-separated recyclable materials to a facility that recovers those materials; haul their source-separated organic waste to a facility, operation, activity, or property that processes or recovers source-separated organic waste; haul their solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and, transport manure to a facility that manages manure and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

C. Landscape and C&D material self-haulers shall keep records of the amount of recyclable materials, organic waste, and solid waste delivered to each facility, operation, activity, or property that processes or recovers recyclable materials and organic waste and processes or disposes of solid waste or shall keep records of solid waste delivered to high diversion organic waste processing facilities. These records shall be subject to inspection by the City or its designee. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the recyclable materials, organic materials, and solid waste.
2. The amount of material in cubic yards or tons transported by the generator or responsible party to each entity.
3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the recyclable materials, organic materials, and solid waste.

D. Landscape and C&D material self-haulers shall retain all records and data required to be maintained by this section for no less than five (5) years after the recyclable materials, organic materials, and/or solid waste was first delivered to the facility accepting the material.

E. Landscape and C&D material self-haulers shall provide copies of records required by this section to City if requested by the City and shall provide the records at the frequency requested by the City.

F. Contractors and C&D material self-haulers applying for a permit for construction in the City shall also, at all times, comply with Chapter 15.53 of the CMC, as amended, and all applicable laws, including without limitation all laws related to management of C&D debris, preparation of C&D debris management plans and reports, and diversion of C&D debris from disposal.

8.16.180 Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City for new construction and building additions and alterations shall comply with the requirements of this section and all required components of the California Green Building Standards Code, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more multi-family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.
2. New commercial or multi-family construction or additions resulting in more than 30 percent of the floor area shall provide readily accessible areas identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.

8.16.190 Model Water Efficient Landscaping Ordinance (MWELo) Requirements.

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with the MWELo, including requirements related to use of compost and mulch as delineated in this section.

B. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.16.190.A. above shall:

1. Have the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - a. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding compost and tilling.
 - b. For landscape installations, a minimum three- (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not

locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELo compliance items listed in this section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in shall consult the full MWELo for all requirements.

8.16.200 Requirements for Commercial Edible Food Generators.

A. Tier One commercial edible food generators must comply with the requirements of this section commencing January 1, 2022, and Tier 2 commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Commercial edible food generators shall comply with the following requirements (See definition of Tier One and Tier Two Commercial Edible Food Generators):

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
3. Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records.
5. Keep records that include the following information:
 - a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement.
 - b. A copy of all contracts or written agreements.
 - c. A record of the following information for each of those food recovery services or food recovery organizations:
 - i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that are collected by or self-hauled to the food recovery service or food recovery organization.
 - iii. The established frequency that food is collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.
6. Maintain records required by this section for a minimum of five (5) years.
7. Commencing no later than December 1, 2022 for Tier One commercial edible food generators and December 1, 2025 for Tier Two commercial edible food generators, provide an annual food recovery report to the City that includes the following information:
 - a. The amount, in pounds, of edible food donated to a food recovery service or food recovery organization annually; and,

- b. The amount, in pounds of edible food rejected by a food recovery service or food recovery organization annually.
- c. The name, address and contact information of the food recovery service(s) or food recovery organization(s) that collected edible food from the commercial edible food generator.
- d. Any additional information required by the Public Works Director or their designee.

8. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.16.210 Requirements for Food Recovery Organizations and Services.

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
3. The quantity in pounds of edible food transported to each food recovery organization per month.

The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract, shall maintain the following records, or as otherwise specified by State law:

1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
2. The quantity in pounds of edible food received from each commercial edible food generator per month.
3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

C. Maintain records required by this section for five years.

D. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall report to the City the total pounds of edible food recovered in the previous calendar year from the Tier One and Tier Two commercial edible food generators they have established a contract or written agreement. The annual report shall be submitted to the City no later than December 1 of each year.

E. In order to support edible food recovery capacity planning assessments or other studies conducted by the City or its designee, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food recovery organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is specified by the City.

F. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall include language in all agreements with Tier One and Tier Two edible food generators located in the City.

8.16.220 Other Diversion Requirements.

In addition to the requirements identified in Sections 8.16.110, 8.16.120, 8.16.130, 8.16.160, 8.16.170, 8.16.200, and 8.16.210, City may make rules or policies from time to time which may require generators or specific groups of generators to participate in recycling related activities in order to be compliant with or otherwise support applicable law. Such rules or policies may include but are not limited to: requiring participation in recyclable materials and/or organic materials collection programs; requiring education of customers, employees, and visitors about recycling programs; and, requiring submittal of reports to City about recycling related activities.

8.16.230 Inspections and Investigations by City.

A. City representatives and/or designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source-separated materials to confirm compliance with this chapter by generators, responsible parties of commercial businesses, responsible parties of multi-family residential dwelling premises, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This section does not allow City representative or designee to enter the interior of a private residential property for inspection.

B. Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the City's representative or its designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure of a responsible party to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties described in Section 8.16.240.

C. Any records obtained by the City or its designee during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code.

D. City representatives, its designated entity, and/or designee are authorized to conduct any inspections, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

E. City shall receive and investigate written complaints from persons regarding an entity that may be potentially non-compliant with this Chapter (Chapter 8.16), including receipt of anonymous complaints.

8.16.240 Enforcement.

A. Beginning January 1, 2022 and through December 31, 2023, if, as a result of inspections, route reviews, waste evaluations, or compliance reviews, City representatives determine that an organic waste generator, self-hauler, franchise hauler, commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with the provisions of this chapter, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

B. Beginning on January 1, 2024, violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative. Enforcement actions under this chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are

hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.

C. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

D. Enforcement pursuant to this chapter may be undertaken by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

E. Process for Enforcement:

1. City Enforcement Officials or Regional or County Enforcement Officials and/or their designee will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. Section 8.16.230 establishes City's right to conduct inspections and investigations.
2. For incidences of prohibited container contaminants found in containers, City will issue a notice of contamination to any generator or responsible party found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within 14 calendar days after determining that a violation has occurred. If the City observes prohibited container contaminants in a responsible party's containers on more than three (3) occasion(s), the City may assess contamination processing fees or contamination penalties on the generator.
3. With the exception of violations of contamination of container contents addressed under Section 8.16.240.E.2., City shall issue a Notice of Violation requiring compliance within a maximum of 60 days of issuance of the notice.
4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine.
5. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the multi-family residential dwelling premises or commercial business premises or to the responsible party for the collection services, depending upon available information.
6. If any person fails or neglects, for a period of three days after receipt of written notice, to have any solid waste removed, the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may direct the same to be removed by the designee, and for this purpose the designee and City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may enter the premises and remove or cause to be removed all such solid waste so condemned and ordered to be removed, and the cost of the removal shall be a charge and lien on such premises or may be collected in a personal action against the owner, tenant, lessee or occupant of the premises. The refusal by the owner, tenant, lessee or occupant of any premises to allow or permit such solid waste to be so removed shall be deemed a misdemeanor.
7. Any person, corporation, property owner, tenant, lessee or business owner in any commercial district failing to abide by the provisions of this code may be charged with a misdemeanor and/or the revocation of his/her/its license to do business within the City.

F. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.

2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

G. Compliance Deadline Extension Considerations

City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to State law due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that a generator, responsible party, self-hauler, hauler, Tier One or Tier Two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take enforcement action pursuant to this section, as needed.

Chapter 8.16

SOLID WASTE AND MATERIALS RECOVERY GARBAGE*

Sections:

- 8.16.010 Purpose
- 8.16.020 Definitions.
- 8.16.0230 Garbage Solid Waste, Commingled-Recyclable Materials and Yard Waste in Residential Areas Organic Materials General Provisions.
- 8.16.040 Hot Ashes Improper Deposit of Solid Waste.
- 8.16.050 Removal of Garbage and Waste Rates and Fees.
- 8.16.060 Burying Garbage or Waste Prohibited Materials.
- 8.16.070 Burning of Certain Waste Materials.
- 8.16.080 Burning of Garbage Solid Waste.
- 8.16.090 Accumulation of Waste and Junk on Private Property Scavenging.
- 8.16.100 City Garbage Collector – Duties Containers – Exclusive Use.
- 8.16.110 Owner Liability – Collection Service Requirements for Single-Family Premises.
- 8.16.120 Owner Liability – Minimum Service Charge Requirements for Multi-Family Residential Dwellings.
- 8.16.130 Exemption from Collection Service Requirements for Commercial Businesses.
- 8.16.140 Contracts for Removal of Garbage, Commingled Recyclable Materials, Yard Waste, Ashes, Refuse, or Rubbish. Exemption from Collection Service.
- 8.16.150 Enforcement Waivers for Multi-Family Residential Dwelling Premises and Commercial Business Premises.
- 8.16.160 Nonliability of City for Accidents or Damage Requirements for Haulers and Facility Operators.
- 8.16.170 Requirements for Landscape and Construction Material Self-Haulers.
- 8.16.180 Compliance with CALGreen Recycling Requirements.
- 8.16.190 Model Water Efficient Landscaping Ordinance (MWELo) Requirements.
- 8.16.200 Requirements for Commercial Edible Food Generators.
- 8.16.210 Requirements for Food Recovery Organizations and Services.
- 8.16.220 Other Diversion Requirements.
- 8.16.230 Inspections and Investigations by City.
- 8.16.240 Enforcement.

* — For statutory provisions authorizing cities to contract for the collection and disposal of garbage and rubbish, see Health and Safety Code § 4250.

8.16.010 Purpose.

A. The purpose of this chapter is to regulate discarded materials handling in order to protect the public health, safety, and welfare and to meet the City's obligations under applicable law.

B. Pursuant to the California Constitution, the City is authorized to enact ordinances to protect the public health, safety, and welfare. Pursuant to Public Resources Code Section 40059, aspects of discarded materials handling of local concern include, but are not limited to, the frequency of collection, means of collection and transportation, level of service, charges and fees, and whether discarded materials services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license or permit, and the terms and conditions of such franchise, license, or permit.

C. Nothing in this chapter shall be construed to forbid the maintenance in the R-1 district, according to good gardening practice, of a compost pile consisting of pine needles, leaves, grass and garden debris in a quantity appropriate for use on the premises.

8.16.0108.16.020 Definitions.

A. The words listed in this section, as used in this chapter, are defined as follows:

1. "AB 939" means the California Integrated Waste Management Act of 1989 (Assembly Bill No. 939), codified, in part, at Public Resources, Section 4000 et seq., as it may be amended from time to time, and as implemented by the regulations of the California Integrated Waste Management Board, or its successor.

~~2. "Ashes" means ashes as conventionally known.~~ 2. "Agreement" means a contract entered into between the City and a service provider providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the service provider's collection, transportation, processing, and/or disposal of discarded materials and the setting of rates and charges for services.

3. "Applicable Law" means all laws, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, approvals, or requirements of the United States, State of California, regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern the management of discarded materials, or any other materials described in this Chapter.

4. "Bin" means a metal container with a hinged lid and wheels, less than ten (10) cubic yards in size, for the deposit of discarded materials, designed to be collected with a front- or rear-loading collection vehicle.

5. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others). CalRecycle also enforces California's Green Building Standards Code known as CALGreen.

6. "City" means the City of Carmel-by-the-Sea, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City.

7. "City Enforcement Official" means the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative who is/are partially or wholly responsible for enforcing the ordinance.

~~3. "City garbage collector" or "collector" means any person with whom or with which the City may contract for the collection of garbage, ashes or refuse, rubbish, recyclables or yard waste, within the City; or in the absence of such contract, it shall mean any person or organization, including the City itself, lawfully engaged in the collection of garbage within the City.~~

8. "CMC" means the Carmel Municipal Code.

9. "Commercial" means of, from or pertaining to non-residential premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

10. "Commercial Business" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.

11. "Commercial Edible Food Generator" includes a Tier One or a Tier Two commercial edible food generator.

12. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

13. "Compactor" means a mechanical apparatus that compresses materials together with the container that holds the compressed materials or the container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard bin compactors serviced by front-end loader collection vehicles and ten (10) to fifty (50) cubic yard drop box compactors serviced by roll-off collection vehicles.

14. "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source-separated from the municipal solid waste stream, or which are separated at a centralized facility.

15. "Compostable Plastics" means plastic materials that meet the ASTM D6400 standard for compostability.

16. "Construction and Demolition Debris" or "C&D Debris" means discarded building materials, packaging, debris, and rubble, including concrete, lumber, brick, and plaster, resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding excluded waste.

17. "Container" means a receptacle used to accumulate discarded materials on premises for scheduled or periodic collection. Containers may be carts, bags, bins, drop boxes, compactors, public litter containers, or other City-approved receptacles.

18. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains materials prohibited in that container by the guidelines promulgated by the material recovery facility servicing the City.

19. "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under applicable law, or who performs (whether as applicant, contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to commercial or residential premises in the State of California.

420. "Curbside" is the standard word used in the garbage industry to describe that area adjacent to a premises on the "curb" located at its front. As used in this chapter, "curbside" means such locations in the commercial districts and, when referring to the curbless residential district, it means an area on or immediately adjacent to the public right-of-way in front of the premises. Thus, "curbside collection" means the collection and removal by the collector franchise hauler of garbage, recyclables or yard waste discarded materials placed at the curbside.

21. "Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment, and which may be disposed of only in Class II disposal sites or Class III disposal sites.

22. "Designee" means an entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

23. "Discarded Materials" means any one or combination of solid waste, recyclable materials, organic materials, salvageable materials, and/or Construction and Demolition (C&D) debris placed by a generator in a collection container and/or at a location for the purposes of collection. This does not include excluded waste.

24. "Drop Box" means an open-top container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off collection vehicle.

25. "Edible Food" means food intended for human consumption.

26. "Electronic Waste" means any discarded electronic devices and components as well as substances involved in their manufacture or use as defined under various federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements, as they may be amended from time to time, of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous waste.

27. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

28. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City, its designee, or its franchise hauler, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint. Excluded waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City’s collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its franchise hauler for collection services.

29. “Food Distributor” means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

30. “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

31. “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed.

32. “Food Recovery Organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- a. A food bank;
- b. A nonprofit charitable organization; and,
- c. A nonprofit charitable temporary food facility.

A food recovery organization is not a commercial edible food generator for the purposes of this ordinance.

33. “Food Recovery Service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery. A food recovery service is not a commercial edible food generator for the purposes of this ordinance.

34. “Food Scraps” means discarded food and food-soiled materials such as but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells that will decompose and/or putrefy. Food scraps excludes fats, oils, and grease when such materials are source-separated from other food scraps. Food scraps is a subset of organic materials.

35. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

36. “Food Waste” means food scraps, food-soiled paper, and compostable plastics.

37. “Franchise” means the exclusive or non-exclusive rights granted by the City Council to provide collection services to customers in the City.

38. “Franchise Hauler” means the holder of a franchise for solid waste, recyclables, and organic waste collection in the City.

39. “Franchised Discarded Materials” means those categories of discarded materials required to be collected or otherwise handled by a franchise hauler, as described in and pursuant to a franchise agreement.

~~5. “Garbage” means such putrescible matter as regularly accumulates as an incident to the occupation of premises and shall be deemed to mean and made to include table refuse and every description of discarded matter, animal or vegetable (including unwashed glass, metal or plastic containers for the same), that attends the preparation, consumption, transportation or storage of meat, fish, fowls, fruits, vegetable and other foods of whatever character.~~

40. “Generator” means a person or entity that is responsible for the initial creation of one or more types of discarded materials.

41. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

42. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area.

43. “Hazardous Substance” means any of the following: any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to State and federal law.

44. “Hazardous Waste” means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by State and federal law.

45. “Household Hazardous Waste” or “HHW” means hazardous waste generated at residential premises within the City. HHW includes: electronic waste, universal waste, paint, stain, varnish, thinner, adhesives, auto products such as fuel, used motor oil, used oil filters, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

46. “Inspection” means a site visit where a City official reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of recyclable materials, organic waste, solid waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance.

47. “Large Event” means an event that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.

48. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste.

~~649. “MRF” or “Materials recovery facility” means:~~

- ~~a. A facility licensed or permitted in accordance with AB 939 which separates secondary materials, such as paper or mixed glass and metal containers, and processes them for sale to end users; or~~
- ~~b. A firm that purchases and markets source-separated solid wastes and recyclable materials.~~

50. “Medical Waste” means materials which are generated or produced as a result of diagnosis, treatment, or immunization of humans or animals; the production or testing of biologicals and sharps waste; laboratory waste including human or animal specimen cultures from medical and pathology laboratories; cultures and stock of infectious agents from research and industrial laboratories; waste from the production of bacteria, viruses, spores, discarded live and attenuated vaccines used in human health care or research, and discarded animal vaccines; human or animal surgery specimens or tissues; waste containing materials contaminated with excretion exudates or secretions from humans that are required to be isolated by infection control staff, the attending physician, or local health officer to protect others from highly communicable diseases; biomedical

waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, and veterinary facilities.

51. “Multi-Family Residential Dwelling” or “Multi-Family”, pursuant to Section 17.68.030 of the CMC, means of, from, or pertaining to means a building or group of buildings on a single building site that contains 5 or more dwellings, each with its own facilities for parking, living, sleeping, cooking, and eating. This classification includes condominiums, townhouses, and apartments.

52. “MWEL0” refers to the State law known as the Model Water Efficient Landscape Ordinance (MWEL0).

53. “Organic Materials” means those materials approved by the City for collection in its organic materials collection program. Organic materials include yard trimmings, food scraps, and food-soiled papers that are set aside, handled, packaged, or offered for collection in a manner different from solid waste for the purpose of processing.

54. “Organic Waste” means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

55. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

56. “Person” means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

757. “Premises” means any tract or plot of land with the building(s) thereon or any building or part of a building used as a dwelling, place of living or place of business by any person, persons, or business entity and shall include all outbuildings used in connection therewith, including, but not limited to, garages, wood sheds and the like, and all open spaces on any building site in connection therewith in the City where discarded materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one premises. Premises devoted to residential use having once been occupied shall for all purposes of this chapter be considered as occupied premises in the future, except for such periods of time as an exemption from service or minimum charge may have been obtained pursuant to CMC 8.16.1408-16.130.

58. “Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the City/County/District’s Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the City/County/District’s Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in City/County/District’s Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.

59. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility.

860. “Commingled Recyclable Materials” means those materials approved by the City a product that may be collected, sorted, cleansed, treated, and reconstituted through the City’s recyclables collection program into material that would otherwise become solid waste, and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace. Such material regularly accumulates as an incident to occupation of premises and includes glass, paper, newsprint, aluminum, steel, plastic, cardboard and the like. No discarded materials shall be considered recyclable materials unless such material is separated from organic materials, and solid waste. Recyclable materials shall include, but not be limited to newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags,

colored paper, legal pad backings, shoe boxes, cereal, and other similar food boxes), chipboard, corrugated cardboard, glass containers of any color (including brown, clear, and green glass bottles and jars), aluminum (including beverage containers and small pieces of scrap metal), steel, tin, or bi-metal cans, rigid plastics with a neck, and, those materials added by the material recovery facility servicing the City from time to time.

9. "Refuse" means and includes such combustible and noncombustible materials as regularly accumulate as an incident to the occupation of premises and includes cloth, rags, paper, leather, shoes, rubber, matting, bedding, boxes, chairs, tin cans, bottles, crockery, glass and the like.

61. "Renewable Gas" means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted.

62. "Residential" shall mean of, from, or pertaining to a single-family premises or multi-family residential dwelling premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

63. "Responsible Party" means the owner, property manager, tenant, lessee, occupant, or other person that subscribes to and pays for recyclable materials, organic materials, and/or solid waste collection services for a premises in the City, or, if there is no such subscriber, the owner or property manager of a single-family premises, multi-family residential dwelling premises, or commercial business premises. In instances of dispute or uncertainty regarding who is the responsible party for a premises, responsible party shall mean the owner of a single-family premises, multi-family residential dwelling premises, or commercial business premises.

64. "Route Review" means a visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras.

10. "Rubbish" means such material as irregularly accumulates upon premises, or results from construction, such as concrete, lumber, wood, tree trimmings, plaster, brick, stone and the like.
65. "Salvageable Materials" means discarded materials that may be subsequently re-used in their original form for the same or similar purpose.

66. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

67. "Self-Hauler" means a person, who hauls solid waste, organic waste or recyclable material they have generated to another person or facility. Self-hauler also includes a landscaper or construction material hauler, or a person who back-hauls waste. Back-haul means generating and transporting recyclable materials or organic waste to a destination owned and operated by the generator or responsible party using the generator's or responsible party's own employees and equipment.

68. "Single-Family", pursuant to Section 17.68.030 of the CMC, means one dwelling, attached or detached, located on a single building site, containing only one kitchen, designed for or used to house not more than one family – including all domestic employees of the family – and associated facilities for parking, living, sleeping, cooking, and eating.

69. "Solid Waste" means : solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that solid waste does not include any of the following wastes:

a. Hazardous waste.

b. Radioactive waste regulated pursuant to the State Radiation Control Law.

c. Medical waste regulated pursuant to the State Medical Waste Management Act. Untreated medical waste shall not be disposed of in a solid waste landfill. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to State law.

d. Recyclable materials, organic waste, and C&D debris when such materials are source separated.

70. “Solid Waste Container” shall be used for the purpose of storage and collection of solid waste.

71. “Source Separated” or “Source-Separated (materials)” means materials, including commingled recyclable materials and organic materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace. For the purposes of the ordinance, source separated shall include separation of materials by the generator, responsible party, or responsible party’s employee, into different containers for the purpose of collection such that source-separated materials are separated from solid waste for the purposes of collection and processing.

72. “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

73. “Universal Waste” means all wastes that include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

74. “State” means the State of California.

75. “Tier One Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- a. Supermarket.
- b. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- c. Food service provider.
- d. Food distributor.
- e. Wholesale food vendor.

76. “Tier Two Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- b. Hotel with an on-site food facility and 200 or more rooms.
- c. Health facility with an on-site food facility and 100 or more beds.
- d. A local education agency facility with an on-site food facility.
- e. Large event.

~~11. “Waste” means and includes ashes, rubbish and refuse.~~ 1277. “Yard waste” or “Yard Trimmings” means types of organic waste resulting from normal yard and landscaping installation, maintenance, or removal, substances that are biodegradable and decay into their constituent substances, such as grass clippings, leaves, brush, weeds, trimmings, garden debris and the like, which accumulate upon premises.

B. Nothing in this chapter shall be construed to forbid the maintenance in the R-1 district, according to good gardening practice, of a compost pile consisting of pine needles, leaves, grass and garden debris in a quantity appropriate for use on the premises. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.020 — Garbage/Commingled Recyclable Materials and Yard Waste in Residential Areas It is conclusively presumed that garbage, commingled recyclable materials and yard waste will be generated or created in connection with the occupancy of any premises devoted to residential use where such premises contain any facilities that can be devoted to the cooking or refrigeration of food products. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.030 — Garbage/Solid Waste, Commingled Recyclable Materials and Yard Waste Receptacles/Organic Materials General Provisions.

A. The owner, lessee, tenant, or occupant of every developed property, in every zoning district, shall provide on such premises one or more conventional watertight, galvanized metal or plastic garbage receptacles, or the optional plastic waste wheel design garbage receptacle. Commingled recyclable materials and yard waste receptacles must be of a plastic waste wheel design. Garbage receptacles that are not of the waste wheel design shall be fitted with two handles and have a capacity of at least five gallons but not more than 32 gallons. Plastic waste wheel design receptacles may be 64 gallons. All receptacles shall have a tight fitting lid that shall cover the receptacles at all times except when garbage, commingled recyclable materials or yard waste is placed in or removed from the receptacle. All garbage must be removed from the premises where the garbage is created.

B. All garbage, commingled recyclable materials and yard waste receptacles in the R-1 district shall be located in the rear or side yard setback, screened from public view, and shall be collected, emptied, and returned to their original location by the collector.

C. All garbage, commingled recyclable materials and yard waste receptacles in the commercial districts shall be fully contained on private property and screened from public view. No garbage, commingled recyclable materials or yard waste material receptacles in the commercial districts shall be placed at curbside for collection at any time unless on-site garbage, commingled recyclable materials or yard waste receptacles storage is not available. If on-site garbage, commingled recyclable materials and yard waste receptacles storage is not available, receptacles in the commercial districts shall be placed at curbside the morning of or the evening preceding scheduled pickup and removed immediately following collection.

D. All garbage, commingled recyclable materials and yard waste must be removed from the premises where the garbage is created by the collector contracted by the City. The disposal of private garbage generated by any domestic, commercial or quasi-public use in any City-owned public waste receptacles is unlawful.

E. In all zoning districts of the City, with the exception of businesses in the commercial district that do not have on-site storage, the required receptacles for recycled materials including but not limited to glass, paper, newsprint, cardboard, plastic, aluminum, bi-metal containers and steel shall be a commingled recyclable waste wheeler receptacle provided by the City's recycling collector. These commingled recycling receptacles are intended for the collection of all approved recyclable materials, and the City's collector shall be responsible for collection and retrieval from the private property of each customer's rear or side yard, not at the curb.

F. In all zoning districts of the City, the required receptacles used for composting for such authorized materials as cut grass, weeds, trimmings, garden debris and the like shall be receptacles provided by the City's collector, the Monterey Peninsula Waste Management District or other City authorized commercial establishment. Any composting process which includes any food waste as an ingredient, whether on public or private property, shall be enclosed in such receptacle.

G. Every tenant, lessee, occupant or owner of any premises where ashes or refuse are created may provide on such premises, in addition to the garbage receptacle, one or more receptacles having a capacity not exceeding 64 gallons, or such other receptacle as may be provided by the collector to contain all ashes or refuse which may accumulate upon the premises.

H. No conventional garbage receptacle shall be loaded so that the combined weight of receptacle and contents exceeds 60 pounds, with the exception of an approved waste wheeler design receptacle provided by the collector specifically for such purposes.

I. Every tenant, lessee, occupant or owner of any premises where garbage, commingled recyclable materials or yard waste receptacles are provided shall be responsible for keeping such receptacles in a clean and sanitary condition. (Ord. 2002-08 § 1, 2002; Ord. 99-05 § 1, 1999; Ord. 99-01 § 1, 1999).

A. No person shall reside, inhabit or lease to any other person residential property, and no person shall operate any business or lease to any other person commercial property within the City, at any time during which franchised discarded materials collection service is not being provided to the premises by the City's franchise hauler, unless exempt as provided herein. No real estate broker, service or salesperson shall arrange for such rentals without assuring that the agreement includes requirements that such services exist. The legal owner of property and the occupant of such property shall each be separately responsible for ensuring compliance with this provision.

B. The occupant of each premises within the City, or the owner of any other premises upon which solid waste may be produced or accumulated, shall obtain and maintain adequate disposal service from the City's franchise hauler, and shall be liable for and pay the full amount of all fees or charges imposed for such services.

C. Every tenant, lessee, occupant or owner of any premises where ~~garbage solid waste, commingled-recyclable materials or yard waste receptacles~~ organic materials containers are provided shall be responsible for keeping such containers in a clean and sanitary condition.

D. It shall be unlawful for the owner, occupant, or manager of any premises to allow the accumulation of any discarded materials in, on, or under any premises at any time which is, or may become, a menace to health and sanitation or a fire hazard. It shall be unlawful for the owner, occupant, or manager of any premises to ever at any time allow any discarded materials of any kind to remain in, on, or under such premises for a period exceeding that allowed by applicable law. Any unauthorized accumulation of discarded materials on any property or premises is hereby declared an unlawful public nuisance, is hereby prohibited, and may be abated pursuant to the provisions of Chapter 15.57 (Property Nuisances) of the CMC.

E. No ~~conventional garbage receptacle~~ solid waste, recyclable materials or organic material containers shall be loaded so that the combined weight of the container and contents exceeds 60 pounds, with the exception of an approved container provided by the franchise hauler specifically for such purposes.

F. All containers shall be placed and maintained in a location readily accessible to the City, its designee, or its franchise hauler, and not constituting either a fire hazard or a public nuisance.

G. Upon written notification from the City that containers are being maintained in a hazardous or offensive condition, they shall be cleaned or relocated immediately by the responsible party.

H. Enclosures that contain solid waste, recyclable materials or organic materials containers must be located in places convenient for the removal of discarded materials and must be approved by the City's Planning Department, Code Enforcement Officer, and the Environmental Compliance Manager. Enclosures, including gates and gate hardware, must be maintained in good working condition, and readily accessible by the City, designee, or franchise hauler. If an enclosure is not adequately maintained, service may be withheld until the condition is remedied to the satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

8.16.040 — Hot Ashes.

~~Hot ashes shall be placed in a covered metal receptacle, other than a garbage, commingled-recyclable materials or yard waste receptacle, until such ashes are extinguished and cool. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).~~

8.16.040 Improper Deposit of Solid Waste.

A. It shall be unlawful for any person to place, deposit, keep, or bury any discarded materials on, in, or under any premises, including the beach ~~owned by the City~~, alleys, streets, and highways, and as hereinafter provided. It shall be unlawful for any person to deposit any discarded materials in any City storm sewer, storm drain channel, inlet, or plumbing fixture or pipe connected thereto. It shall be unlawful for any person to bury discarded materials.

B. All solid waste, recyclable materials, and organic materials must be removed from the premises where the garbage is created by the City's franchise hauler. It is unlawful for any person to place, deposit or dump, or cause to be placed, deposited or dumped in any containers reserved for the use of any other household, business or other entity (including the general public, in the case of public litter and recycling containers), any discarded materials without express written permission from such household, business or other entity. Businesses and residents shall not use public litter and recycling containers for the deposit of materials generated at their household or business.

8.16.050 — Removal of Garbage and Waste.

All garbage accumulated in private dwellings or residences shall be removed at least once a week by the City's collector except as provided in CMC 8.16.030. All garbage accumulated in hotels, or other multiple dwellings serving meals, including but not limited to boardinghouses, restaurants, fresh food markets and other like places, shall be removed at least every two days or more often if necessary. All waste shall be removed as often and as soon as the receptacles provided therefor are filled. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.050 Rates and Fees.

A charge shall be collected from the lessee, owner, tenant or occupant of all premises within the corporate limits of the City for services rendered by the City, franchise hauler, or designee in the collection and disposal of garbage solid waste, and the collection and recycling of commingled source-separated recyclable materials and yard waste source-separated organic materials. The fees for residential and commercial rates these services shall be established by resolution of the City Council after a public hearing has been duly noticed and held prior to July 1 of each year.

8.16.060 — Burying Garbage or Waste.

A. It is unlawful for any person to bury waste or other discarded, used or leftover substance in any alley, street, road, highway, public park or other public property or a public place in the City, or upon the beach owned by the City, except waste deposited on City property in connection with authorized municipal fill operations.

B. It is unlawful for any person to bury any garbage, refuse, rubbish, waste or any other discarded, used or leftover substance in any private property in the City without the consent of the owner thereof or after being notified by the proper authority of the City that such practice is a menace to public health. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.060 Prohibited Materials.

Materials not permitted to be placed in containers for collection by the City or designee include excluded waste, hot ashes, sharps, flammables, ammunition, explosive substances, poison, hazardous chemicals, offal, animals, and similar materials. Disposal of excluded waste shall be performed through a licensed collection and disposal company, which complies with all applicable laws and regulations. No person shall place in containers any wearing apparel, bedding, or other material from homes or other places where highly infectious or contagious diseases have prevailed. City and designees shall maintain a current list of prohibited materials, and shall make such list available to generators. Generators are responsible for obtaining and reviewing such list of prohibited materials, and acting in accordance with applicable law.**8.16.070 Burning of Certain Waste Materials.**

Waste consisting of paper and wooden materials, and dry grass, brush or leaves, may not be burned in any stove or fireplace except as follows: Clean paper waste such as newsprint may be used to kindle a fire of clean, dry, unpainted wood. Products such as artificial logs and pellets that are manufactured specifically for the purpose of burning in fireplaces and stoves may be burned in accordance with the manufacturer's instructions. All burning in fireplaces and stoves shall be done in such manner as to permit continuous combustion by a visible flame. All open burning is prohibited within the City except as set forth in Chapter 15.55 CMC. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.080 Burning of GarbageSolid Waste.

It shall be unlawful for any person to burn any discarded materials, or any other material described in this Chapter in or on any commercial business or residential premises, fire place or pit, street, alley, park, or public place within the City limits. Within the City it is unlawful for any person to burn any garbage, recyclable materials, manure or waste not permitted to be burned by the provisions of CMC 8.16.070. It is likewise unlawful within the City for any person owning, occupying or managing property to permit the burning of such garbage, recyclable materials, manure or waste on such property. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.090 — Accumulation of Waste and Junk on Private Property.

It is unlawful to accumulate, or permit the accumulation of, waste, items of machinery, furniture or household appliances which have fallen into disuse or disrepair, on private property in any area which is visible from any other public or private property. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.090 — Scavenging.

It shall be unlawful for persons other than the appropriate designee to collect discarded materials placed for collection in containers labeled for use in connection with waste management program(s) sponsored by the City or designee.

8.16.100 — City Garbage Collector — Duties.

A. It is required that the City's collector collect garbage and commingled recyclable materials at least once a week from every premises, as defined in CMC 8.16.010, within the City, where garbage is created or presumed to be created, and from restaurants, fresh food markets and other like occupancies creating garbage, as frequently as such garbage is required to be removed by the provisions of this chapter. It is further required that in all residential and commercial areas of the City, after the collecting of such garbage, the City collector return the receptacles to a screened location on private property at the side or rear of the premises at which said collection took place. The City collector shall notify the City Administrator promptly of any infractions of collection and the City Administrator shall take proper corrective action.

B. It is further required that all ashes to be removed and all refuse attributable to any premises within the City be collected by the City collector from every premises as frequently as ashes and refuse are required to be removed by the provisions of this chapter.

C. It is further required that the City collector collect commingled recyclable materials at least once each week from every premises, apartment, or business within the City and yard waste at least once each month from every premises within the City where commingled recyclable materials or yard waste may be generated or presumed to be created. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.100 — Containers – Exclusive Use.

It is unlawful for any person, without the consent of the owner or person to whom the container has been provided by designee, to enter into a container, for the purpose of salvaging or recovering any item therein or for the purpose of utilizing the container to rest or sleep therein.

8.16.110 — Owner Liability — Collection Service.

The occupant of each premises within the City, or the owner of any other premises upon which solid waste may be produced or accumulated, shall obtain and maintain adequate disposal service from the City, its agents, or its franchisee, and shall be liable for and pay the full amount of any and all fees or charges imposed for such services. Receptacles for all solid waste collection services shall be placed in the side or rear yard for collection prior to the scheduled time for collection. Except when authorized by the City Administrator upon a showing of reasonable necessity, no person shall leave any residential receptacle or receptacles at the street curb or in any other place on City owned property or private property visible from the street. Commercial receptacles shall not be stored on any public right of way or property, and shall be screened from public view, except on the day of pickup, and shall be returned to their stored location within two hours of pickup. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.110 — Requirements for Single-Family Premises.

A. Responsible parties of single-family premises shall comply with the following requirements:

1. Subscribe to and pay for City's three-container collection services for weekly collection of recyclable materials, organic materials, and solid waste generated by the single-family premises and comply with requirements of those services as described below in Section 8.16.110.A.2. City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible parties for single-family premises shall adjust their service level for their collection services as requested by the City.
2. Participate in the City's three-container collection service(s) in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.

- b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

B. All solid waste, recyclable materials and organic materials containers in the R-1 district shall be located in the rear or side yard setback, except in the event of access limitations such as steep slopes, width constraints, and other significant access obstructions, as approved by the Planning Director or his designee. Containers shall be screened from public view, and shall be collected, emptied, and returned to their original location by the franchise hauler or the customer. Except when authorized by the City Administrator upon a showing of reasonable necessity, no person shall leave any residential receptacle or receptacles at the street curb or in any other place on City-owned property or private property visible from the street.

C. Nothing in this section prohibits a responsible party or generator of a single-family premises from preventing or reducing discarded materials generation, managing organic waste on site, and/or using a community composting site.

8.16.120 — Owner Liability — Minimum Service Charge.

The tenant, lessee, occupant and owner of any premises devoted to residential use which contains facilities for the cooking or refrigeration of food products or generation of recyclable materials or yard waste are made jointly and severally liable to the City collector for a minimum service charge as established in Appendix A of the City's franchise agreement for all periods after such premises are originally occupied. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).

8.16.120 Requirements for Multi-Family Residential Dwellings.

A. Responsible parties of multi-family residential dwelling premises shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Responsible parties of multi-family residential dwelling premises shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the multi-family residential dwelling premises as further described below. City shall have the right to review the number and size of the multi-family residential dwelling premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of a multi-family residential dwelling premises shall adjust their service level for their collection services as requested by the City or its designee.
2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.
 - a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.
 - b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.
3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.
4. Annually provide information to employees, contractors, and tenants about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.
5. Provide education information before or within fourteen (14) days of occupation of the premises to

new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from solid waste (when applicable) and the location of containers and the rules governing their use at each property.

6. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. Multi-family residential dwelling premises that generate two (2) cubic yards or more of total solid waste, recyclable materials, and organic materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the owner, occupant, or operator of a multi-family residential dwelling premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this Chapter.

D. Nothing in this section prohibits a responsible party or generator of a multi-family residential dwelling premises from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

8.16.130 Requirements for Commercial Businesses.

A. Responsible parties of commercial businesses shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter.

B. Commercial businesses shall:

1. Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all recyclable materials, organic materials, and solid waste generated at the commercial business premises as further described below. City shall have the right to review the number and size of a commercial business premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The responsible party of the commercial business shall adjust their service level for their collection services as requested by the City or its designee.

2. Participate in the City's three-container collection service(s) for at least weekly collection of recyclable materials, organic materials, and solid waste in the manner described below.

a. Place and/or direct its generators to place source-separated organic materials, including food waste, in the organic materials container; source-separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container.

b. Not place and/or direct its generators to not place prohibited container contaminants in collection containers and to not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers.

3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Section 8.16.130.B.4. below) for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service.

4. Provide containers for the collection of source-separated recyclable materials and source-separated organic materials in all indoor and outdoor areas where solid waste containers are provided for customers, for materials generated by that commercial business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the responsible party of the commercial business does not have to provide that particular container in all areas where solid waste containers are provided for customers. The containers provided by the responsible party of the commercial business shall have either:

a. A body and lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements.

b. Container labels that include language or images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.

5. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's recyclable materials, organic materials, and solid waste collection service guidelines.

6. Inspect recyclable materials containers, organic materials containers, and solid waste containers on a quarterly basis for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.

7. Annually provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.

8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials and to keep source-separated organic materials and source-separated recyclable materials separate from each other and from other solid waste and the location of containers and the rules governing their use at each property.

9. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. All solid waste, recyclable materials and organic materials containers in the commercial districts shall be fully contained on private property and screened from public view. Commercial solid waste, recyclable materials or organic materials containers shall not be stored on any public right-of-way or property, and shall be screened from public view, except on the day of pickup, and shall be returned to their stored location within two hours of pickup.

D. All commercial container enclosures shall have adequate space accommodations for solid waste, recyclable materials and organic materials containers, in accordance with applicable law.

E. All new commercial developments must include adequate space accommodations for enclosures in accordance with applicable law, and are subject to a plan check process including review, at a minimum, by the City's Planning Department, Code Enforcement Officer, and Environmental Compliance Manager.

F. Nothing in this section prohibits a responsible party or a generator of a commercial business from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site.

G. Commercial businesses that generate fat, oil and grease as part of their normal operations, such as restaurants, delis, and food service facilities, shall utilize a licensed contractor for the handling and disposal of fat, oil, and grease waste generated on the premises.

H. Responsible parties of commercial businesses that are Tier One or Tier Two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 8.16.200.

8.16.1308.16.140 Exemption from Collection Service.

A. Upon notifying the City collector Public Works Director or their designee, the owner or tenant of any premises may discontinue garbage solid waste, commingled recyclable materials, and/or organic materials yard waste collection for such periods of time as their premises is/are vacated, if, in the opinion of the City collector Public Works Director or their designee, there is no actual need for a collection. Single-family residences that are not under construction should be vacated for a minimum of six months with no solid waste, recyclable materials or organic materials generated on-site in order to discontinue collection. Solid waste, recyclable materials, and organic

materials collection service may be discontinued if a single-family residence is under construction and arrangements have been made for construction waste collection pursuant to the City's C&D requirements.

~~B. The tenant, lessee, occupant or owner of all other premises is/are required to maintain garbage, commingled-recyclable materials and yard waste collection. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).~~

B. Review and Approval of Waivers by City.

Waivers may be granted to responsible parties by the Public Works Director or their designee, according to the following process:

1. Responsible parties of premises seeking waivers shall submit a completed application form to the Department of Public Works for a waiver specifying the waiver type requested, type(s) of collection services for which they are requesting a waiver, the reason(s) for such waiver, documentation supporting such request, and an administrative fee.
2. Upon waiver approval, City shall specify that the waiver is valid for no more than five (5) years.
3. Waiver holder shall notify City if circumstances change such that commercial business's or multi-family premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.
4. Any waiver holder must cooperate with the City for compliance inspections and enforcement as stated in Sections . 8.16.230 and 8.16.240.
5. Waiver holder shall reapply to the Director of Public Works, or their designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the City.
6. Director of Public Works may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.

C. An administrative fee for exemption pursuant to this section may be collected to offset the cost of administration of the exemption in the amount specified in the application for exemption.

D. Decisions of the Director of Public Works shall be final and will not be subject to appeal.

8.16.140 Contracts for Removal of Garbage, Commingled Recyclable Materials, Yard Waste, Ashes, Refuse, or Rubbish.

~~The City Council may enter into a contract with and license any qualified person, firm or corporation as collector of garbage, commingled recyclable materials, yard waste, ashes, refuse or rubbish, upon the terms and conditions set forth in this chapter, and the rates for the removal of such garbage, commingled recyclable materials, yard waste, ashes, rubbish, and refuse; the specific receptacles for collection; and the mode of collection of such rates shall be as provided in Appendix A of the City's franchise agreement. Contracts with City collector(s) may be entered into in either of the following ways:~~

~~A. Negotiation. The City Administrator may negotiate a contract with any person believed capable of providing high quality service at reasonable rates. Such contract shall include the terms and conditions required by this code and include the terms and conditions not in conflict with this code as the City Administrator deems reasonable to secure the collection and disposal services in the best interest of public health, safety and welfare. The contract shall be approved by the City Council.~~

~~B. Calling for Bids. The City Administrator may elect to call for bids on the collection and disposal contract or contracts. The bid process shall be as follows:~~

- ~~1. If the City Administrator elects to call for bids she/he shall do so by letter calling for bids and setting forth the terms and conditions of the contract. Only qualified garbage or recycling collectors may bid for the contract or contracts. A qualified collector shall be a company or corporation with at least seven years of municipal garbage or recycling collection experience.~~

2. ~~Publishing of Notice. The City Administrator shall cause to be published once a week for two successive weeks in the official newspaper of the City a public notice which shall set forth all of the terms and conditions embraced in the letter, and the time, date and place for the receiving and opening of sealed bids, which shall not be sooner than one full week from the date of the first publication of the notice.~~

3. ~~Award of Contract. Upon examination by the City Administrator of the bids, the contract may be awarded to the best bidder by the City Council on the recommendation of the City Administrator. The City Administrator may postpone the granting of the contract from time to time until she/he has had a full and complete opportunity to examine the merits of each bid and, if none of the bidders is deemed satisfactory, the City Administrator may reject all bids and either advertise for additional bids or enter into an interim contract with any satisfactory bidder upon such terms and conditions as are satisfactory to the City Administrator and the City Council.~~

4. ~~Other Terms and Conditions. No contract for collection, disposal, recycling of commingled recyclable materials or handling of yard waste shall be for a period of more than 10 years including rights to extend. Terms and conditions other than those mentioned in this code may be put into the contract by the City. (Ord. 2002 08 § 1, 2002; Ord. 99 01 § 1, 1999).~~

8.16.150 Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.

A. De Minimis Waivers for Multi-Family Residential Dwelling and Commercial Business Premises.

The Public Works Director, or their designee, may waive a responsible party's obligation to comply with some or all recyclable materials and/or organic waste requirements of this chapter if the responsible party of the commercial business or multi-family residential dwelling premises provides documentation that the commercial business or multi-family residential premises meets one of the criteria in subsections (1) and (2) below. For the purposes of subsections (1) and (2), the total solid waste shall be the sum of weekly container capacity measured in cubic yards for solid waste, recyclable materials, and organic materials collection service.

1. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is two (2) cubic yards or more per week and recyclable materials and organic materials subject to collection in recyclable materials container(s) or organic materials container(s) comprises less than twenty (20) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than twenty (20) gallons per week or organic materials in the organic materials stream are less than twenty (20) gallons per week); or,

2. The commercial business's or multi-family residential dwelling premises' total solid waste collection service is less than two (2) cubic yards per week and recyclable materials and organic materials subject to collection in a recyclable materials container(s) or organic materials container(s) comprises less than ten (10) gallons per week per applicable material stream of the multi-family residential dwelling premises' or commercial business's total waste (i.e., recyclable materials in the recyclable materials stream are less than ten (10) gallons per week or organic materials in the organic materials stream are less than ten (10) gallons per week).

B. Physical Space Waivers.

The Public Works Director, or their designee, may waive a commercial business's or multi-family residential dwelling premises' obligation to comply with some or all of the recyclable materials and/or organic waste collection service requirements if the City has evidence from its own staff, the franchise hauler, a licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for recyclable materials containers and/or organic materials containers required for compliance with the recyclable materials and organic materials collection requirements of Section 8.16.120 or 8.16.130 as applicable.

8.16.160 Requirements for Haulers and Facility Operators.

A. Requirements for Franchise Haulers

1. Franchise hauler(s) providing recyclable materials, organic waste, and/or solid waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, license, or other authorization with the City to collect recyclable materials, organic materials, and/or solid waste:

- a. Through written notice to the City annually on or before December 1 of each year, identify the facilities to which they will transport discarded materials, including facilities for source-separated recyclable materials, source-separated organic materials, and solid waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the City.
- b. It is required that the franchise hauler collect solid waste, recyclable materials, and organic materials at least once a week from every premises within the City, where solid waste is created or presumed to be created, and from restaurants, grocery stores and other like occupancies creating solid waste, as frequently as such solid waste is required to be removed by the provisions of this Chapter. It is further required that in all residential and commercial areas of the City, after the collection of such solid waste, the franchise hauler return the receptacles to a screened location on private property at which said collection took place. The franchise hauler shall notify the Code Compliance Officer or Environmental Compliance Manager promptly of any infractions of collection and the Code Compliance Officer or Environmental Compliance Manager shall take proper corrective action.
- c. Transport source-separated recyclable materials to a facility that recovers those materials; transport source-separated organic materials to a facility, operation, activity, or property that recovers organic waste; transport solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and transport manure to a facility that manages manure in conformance with State law and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.
- d. Obtain approval from the City to haul organic waste, unless it is transporting source-separated organic waste to a community composting site or lawfully transporting construction and demolition (C&D) debris in a manner that complies with State law, Section 8.16.170 of this chapter, and Chapter 15.53 of the CMC.

2. Franchise hauler(s) authorized to collect recyclable materials, organic materials, and/or solid waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

B. Requirements for Community Composting Operations

1. Community composting operators with operations located in the City's boundaries, upon City request, shall provide information to the City to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the City shall respond within 60 days.

8.16.170 Requirements for Landscape, Construction and Demolition Material Self-Haulers.

A. Every landscape and construction and demolition (C&D) material self-hauler shall source separate its recyclable materials and organic materials (materials that City otherwise requires generators or responsible parties to separate for collection in the City's recyclable materials and organic materials collection program) generated on-site from solid waste in a manner consistent with State law and the City's collection program. Self-haulers shall deliver their materials to facilities described in subsection (B) below. Alternatively, self-haulers may or choose not to source separate recyclable materials and organic materials and shall haul their solid waste (that includes recyclable materials and organic materials) to a high diversion organic waste processing facility that is approved by the City.

B. Landscape and C&D material self-haulers that source separate their recyclable materials and organic materials shall haul their source-separated recyclable materials to a facility that recovers those materials; haul their source-separated organic waste to a facility, operation, activity, or property that processes or recovers source-separated organic waste; haul their solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and, transport manure to a facility that manages manure and such that the manure is not landfilled, used as alternative daily cover, or used as alternative intermediate cover.

C. Landscape and C&D material self-haulers shall keep records of the amount of recyclable materials, organic waste, and solid waste delivered to each facility, operation, activity, or property that processes or recovers recyclable materials and organic waste and processes or disposes of solid waste or shall keep records of solid waste delivered to

high diversion organic waste processing facilities. These records shall be subject to inspection by the City or its designee. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the recyclable materials, organic materials, and solid waste.
2. The amount of material in cubic yards or tons transported by the generator or responsible party to each entity.
3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the recyclable materials, organic materials, and solid waste.

D. Landscape and C&D material self-haulers shall retain all records and data required to be maintained by this section for no less than five (5) years after the recyclable materials, organic materials, and/or solid waste was first delivered to the facility accepting the material.

E. Landscape and C&D material self-haulers shall provide copies of records required by this section to City if requested by the City and shall provide the records at the frequency requested by the City.

F. Contractors and C&D material self-haulers applying for a permit for construction in the City shall also, at all times, comply with Chapter 15.53 of the CMC, as amended, and all applicable laws, including without limitation all laws related to management of C&D debris, preparation of C&D debris management plans and reports, and diversion of C&D debris from disposal.

8.16.180 Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City for new construction and building additions and alterations shall comply with the requirements of this section and all required components of the California Green Building Standards Code, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more multi-family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.
2. New commercial or multi-family construction or additions resulting in more than 30 percent of the floor area shall provide readily accessible areas identified for the storage and collection of recyclable materials container and organic materials container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for multi-family residential dwelling premises and commercial business premises pursuant to the California Green Building Standards Code.

8.16.190 Model Water Efficient Landscaping Ordinance (MWELO) Requirements.

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than 500 square feet, or

rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with the MWELO, including requirements related to use of compost and mulch as delineated in this section.

B. Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 8.16.190.A. above shall:

1. Have the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

a. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding compost and tilling.

b. For landscape installations, a minimum three- (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELO compliance items listed in this section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in shall consult the full MWELO for all requirements.

8.16.200 Requirements for Commercial Edible Food Generators.

A. Tier One commercial edible food generators must comply with the requirements of this section commencing January 1, 2022, and Tier 2 commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Commercial edible food generators shall comply with the following requirements (See definition of Tier One and Tier Two Commercial Edible Food Generators):

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.

2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.

3. Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.

4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records.

5. Keep records that include the following information:

a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement.

b. A copy of all contracts or written agreements.

c. A record of the following information for each of those food recovery services or food recovery organizations:

- i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that are collected by or self-hauled to the food recovery service or food recovery organization.
 - iii. The established frequency that food is collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.
6. Maintain records required by this section for a minimum of five (5) years.
7. Commencing no later than December 1, 2022 for Tier One commercial edible food generators and December 1, 2025 for Tier Two commercial edible food generators, provide an annual food recovery report to the City that includes the following information:
 - a. The amount, in pounds, of edible food donated to a food recovery service or food recovery organization annually; and,
 - b. The amount, in pounds of edible food rejected by a food recovery service or food recovery organization annually.
 - c. The name, address and contact information of the food recovery service(s) or food recovery organization(s) that collected edible food from the commercial edible food generator.
 - d. Any additional information required by the Public Works Director or their designee.
8. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.16.210 Requirements for Food Recovery Organizations and Services.

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
3. The quantity in pounds of edible food transported to each food recovery organization per month.

The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract, shall maintain the following records, or as otherwise specified by State law:

1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
2. The quantity in pounds of edible food received from each commercial edible food generator per month.

3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

C. Maintain records required by this section for five years.

D. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall report to the City the total pounds of edible food recovered in the previous calendar year from the Tier One and Tier Two commercial edible food generators they have established a contract or written agreement. The annual report shall be submitted to the City no later than December 1 of each year.

E. In order to support edible food recovery capacity planning assessments or other studies conducted by the City or its designee, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food recovery organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is specified by the City.

F. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators shall include language in all agreements with Tier One and Tier Two edible food generators located in the City.

8.16.220 Other Diversion Requirements.

In addition to the requirements identified in Sections 8.16.110, 8.16.120, 8.16.130, 8.16.160, 8.16.170, 8.16.200, and 8.16.210, City may make rules or policies from time to time which may require generators or specific groups of generators to participate in recycling related activities in order to be compliant with or otherwise support applicable law. Such rules or policies may include but are not limited to: requiring participation in recyclable materials and/or organic materials collection programs; requiring education of customers, employees, and visitors about recycling programs; and, requiring submittal of reports to City about recycling related activities.

8.16.230 Inspections and Investigations by City.

A. City representatives and/or designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source-separated materials to confirm compliance with this chapter by generators, responsible parties of commercial businesses, responsible parties of multi-family residential dwelling premises, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This section does not allow City representative or designee to enter the interior of a private residential property for inspection.

B. Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the City's representative or its designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure of a responsible party to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties described in Section 8.16.240.

C. Any records obtained by the City or its designee during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code.

D. City representatives, its designated entity, and/or designee are authorized to conduct any inspections, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

E. City shall receive and investigate written complaints from persons regarding an entity that may be potentially non-compliant with this Chapter (Chapter 8.16), including receipt of anonymous complaints.

8.16.1508.16.240 Enforcement.

~~A. It shall be the duty of the County Health Officer and the City Code Enforcement Coordinator to enforce the provisions of this chapter and they or their duly appointed agents shall have the power and authority to enter all premises at and during reasonable hours for the purpose of determining whether or not the provisions of this chapter are being violated.~~

A. Beginning January 1, 2022 and through December 31, 2023, if, as a result of inspections, route reviews, waste evaluations, or compliance reviews, City representatives determine that an organic waste generator, self-hauler, franchise hauler, commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with the provisions of this chapter, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

B. Beginning on January 1, 2024, violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative. Enforcement actions under this chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.

C. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

D. Enforcement pursuant to this chapter may be undertaken by the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative.

E. Process for Enforcement:

1. City Enforcement Officials or Regional or County Enforcement Officials and/or their designee will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. Section 8.16.230 establishes City's right to conduct inspections and investigations.

2. For incidences of prohibited container contaminants found in containers, City will issue a notice of contamination to any generator or responsible party found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within 14 calendar days after determining that a violation has occurred. If the City observes prohibited container contaminants in a responsible party's containers on more than three (3) occasion(s), the City may assess contamination processing fees or contamination penalties on the generator.

3. With the exception of violations of contamination of container contents addressed under Section 8.16.240.E.2., City shall issue a Notice of Violation requiring compliance within a maximum of 60 days of issuance of the notice.

4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine.

5. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the multi-family residential dwelling premises or commercial business premises or to the responsible party for the collection services, depending upon available information.

6. If any person fails or neglects, for a period of three days after receipt of written notice, to have any solid waste or manure removed, the City's Code Enforcement Officer, the Environmental Compliance Manager, or

their representative may direct the same to be removed by the designee, and for this purpose the designee and City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative may enter the premises and remove or cause to be removed all such solid waste or manure so condemned and ordered to be removed, and the cost of the removal shall be a charge and lien on such premises or may be collected in a personal action against the owner, tenant, lessee or occupant of the premises. The refusal by the owner, tenant, lessee or occupant of any premises to allow or permit such solid waste or manure to be so removed shall be deemed a misdemeanor.

~~6. Any person, property owner, tenant, or lessee in the R-1 or R-4 districts of the City failing to abide by the provisions of this code may be charged with a misdemeanor.~~

7. Any person, corporation, property owner, tenant, lessee or business owner in any commercial district failing to abide by the provisions of this code may be charged with a misdemeanor and/or the revocation of his/her/its license to do business within the City.

F. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

G. Compliance Deadline Extension Considerations

City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to State law due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that a generator, responsible party, self-hauler, hauler, Tier One or Tier Two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take enforcement action pursuant to this section, as needed.

8.16.160 — Nonliability of City for Accidents or Damage.

~~The City or any of its public officials, agents, officers, and employees, other than the collector of garbage, commingled recyclable materials, yard waste, ashes, refuse, rubbish and waste, shall not be liable for any accidents, damage or neglect of any kind or nature arising from the collection and removal of garbage, commingled recyclable materials, yard waste, ashes, refuse, rubbish and waste. Garbage collection shall be performed in as neat and quiet a manner as may be possible, consistent with reasonable dispatch. The City collector shall carry the necessary liability and property insurance, workers' compensation insurance and industrial accident insurance in amounts and with~~

~~insurance companies acceptable to the City, as provided by the laws of the State of California. Upon the collector's failure to do so, the City Council may provide such insurance and charge the premium therefor to the collector, who shall, on demand, reimburse the City for any premium paid for such insurance. The collector shall enter into a hold-harmless agreement prepared by the City whereby the City, its public officials, agents, officers and employees are held harmless under terms set forth in the agreement. (Ord. 2002-08 § 1, 2002; Ord. 99-01 § 1, 1999).~~

Chapter 12.32

CONDUCT ON PUBLIC PROPERTY

Sections:

- 12.32.010 Definitions.
- 12.32.020 Unlawful Acts.
- 12.32.030 Disfiguration and Removal of Equipment and Structures.
- 12.32.040 Restrooms and Washrooms.
- 12.32.050 Disturbance of Natural Resources.
- 12.32.060 Erection of Structures.
- 12.32.070 Urination or Defecation.
- 12.32.080 Climbing on Structures.
- 12.32.090 Injury and Removal of Trees and Shrubs.
- 12.32.100 Climbing Trees.
- 12.32.110 Lawns.
- 12.32.115 Littering or Depositing of Glass, Metal, Debris, Pine Needles/Tree Debris Compostable Refuse, and Other Refuse or Wastes.
- 12.32.120 Obstruction of Traffic.
- 12.32.130 Vending and Advertising.
- 12.32.140 Signs.
- 12.32.150 Smoking.
- 12.32.160 Picnicking and Camping.
- 12.32.165 Beach Use Restrictions.
- 12.32.170 Jet Skis – Vehicles.
- 12.32.180 Devendorf Park.
- 12.32.190 Exceptions.

12.32.010 Definitions.

A. For the purpose of this chapter, the term “public property” means any publicly owned property within the City, and shall include all parks, beaches, sidewalks, curbs, and all parts of any public right-of-way devoted to planting, forest or park-like use.

B. For the purpose of this chapter, the term “wheeled vehicle” means bicycles or skateboards. (Ord. 88-7 § 1, 1988; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.01).

12.32.020 Unlawful Acts.

On any public property as defined in CMC 12.32.010, or as limited in CMC 12.32.030 through 12.32.190, it is unlawful for any person to perform the acts designated in said sections. (Ord. 83-4 § 1, 1983; Ord. 76-27 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02).

12.32.030 Disfiguration and Removal of Equipment and Structures.

It is unlawful to willfully mark, deface, disfigure, injure, tamper with, displace, or remove any building, railing, bench, paving, paving material, water line, or any facilities or property and equipment of any public utilities or parts or appurtenances thereof, signs, notices, or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, wall or rock border, or other structures or equipment, facilities or public property or appurtenances whatever, either real or personal. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(1)).

12.32.040 Restrooms and Washrooms.

No person over the age of six years shall use the restrooms and washrooms designated for the opposite sex. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(2)).

12.32.050 Disturbance of Natural Resources.

Without a City permit it shall be unlawful to dig and remove any beach sand, whether submerged or not, to make any excavation by tool, equipment, blasting, or other means or agency, except that this shall not prohibit the removal

of driftwood or the construction of sand castles or other similar sand structures on the beach, utilizing natural materials found on the beach. (Ord. 79-21 § 35, 1971; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(3)).

12.32.060 Erection of Structures.

It is unlawful to construct or erect any building or structure of whatever kind, whether permanent or temporary in character, any tent or fly or windbreak, or to run or string any rope, cord, or wire into, upon, or across any public property, except on permit issued by the City Council. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(4)).

12.32.070 Urination or Defecation.

It is unlawful to urinate or defecate on public property except in a public restroom. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(5)).

12.32.080 Climbing on Structures.

It is unlawful to climb, walk, stand, sit or lie upon monuments, fountains, or other property not designed or customarily used for such purposes, or to sit or lie on any sidewalks or steps in such a way as to obstruct the passage of other persons. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(6)).

12.32.090 Injury and Removal of Trees and Shrubs.

Without a City permit, it is unlawful to damage, cut, carve, burn, transplant or remove any tree or plant or injure the bark or pick flowers or seeds of any tree, shrub or other plant. Nor shall any person attach any rope, wire, or other contrivance to any tree, shrub or other plant. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(b)(1)).

12.32.100 Climbing Trees.

It is unlawful to climb any tree in those portions of public property designated as beachlands, Devendorf Park, and the center islands of any street. Nor shall any person climb any tree in any other portions of public property in such a manner as to damage or injure the tree. Nor shall any person climb upon, walk upon, sit upon, stand upon or dig in or otherwise disturb, or in any way injure, impair or damage any garden areas occupied primarily by plants, other than grass. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (b)(2)).

12.32.110 Lawns.

When so posted by appropriate signs, erected by the Director of Public Works for the preservation and protection of any new or reseeded lawn, it is unlawful to walk, sit, stand, or lie on any lawn or area planted with grass seed, at any time when such signs are erected, nor shall any person dig in or otherwise damage any lawn, whether posted or not. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (b)(3)).

12.32.115 Littering or Depositing of Glass, Metal, Debris, Pine Needles/Tree Debris Compostable Refuse, and Other Refuse or Wastes.

It is unlawful, without a City permit, to throw, deposit, sweep, leave or otherwise discard upon any public street, right-of-way, park, beach or other public property anywhere within the City bottles, cans, glass, metal, plastic, petroleum substance, paint, paper, dirt, rubbish, waste articles or any other similar waste thing or substance whatsoever, whether liquid or solid, unless the deposit is made into a container specifically provided for that purpose. Any litter or other discarded materials located in the public right of way immediately adjacent to a premises shall be deemed to have originated from that premises unless the owner thereof can prove, to the reasonable satisfaction of the City's Code Enforcement Officer, the Environmental Compliance Manager, or their representative, that such materials did not originate from their property. Any litter or other discarded materials containing names, addresses, or other identifying information shall be deemed to have originated with the person or location identified therein. (Ord. 93-18 § 1, 1993; Ord. 83-4 § 1, 1983; Code 1975 § 697.02 (c)).

12.32.120 Obstruction of Traffic.

It is unlawful to intentionally block or obstruct pedestrian traffic on any sidewalk or other public walkway or footpath. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (e)).

12.32.130 Vending and Advertising.

It is unlawful to announce, advertise, call the public attention in any way to, expose or offer for sale or hire any thing, article or service; or station or place any stand, cart, or vehicle for the transportation, sale or display of any such article, thing, or service, without first obtaining a City license therefor. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (g)).

12.32.140 Signs.

It is unlawful to paste, glue, tack or otherwise post or display any sign, placard, advertisement, poster or inscription whatever without first obtaining permission of the City Council. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (h)).

12.32.150 Smoking.

It shall be unlawful to smoke wherever prohibited by Chapters 8.36 and 8.40 CMC. (Ord. 76-1 § 2, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(i)).

12.32.160 Picnicking and Camping.

It is unlawful to picnic, camp, place tables, place chairs, eat, hang out things to dry, or do any other act connected with human habitation, on any public right-of-way, sidewalk area or in any parking area. This prohibition shall not prohibit the eating of food items customarily purchased for the purpose of eating while walking on the sidewalk, such as ice cream cones, and other hand-held, ready-to-eat items sold for consumption off the premises, and obtained and consumed incidental to walking or some other legal activity. It shall apply to eating when the eating is the primary activity. This prohibition does not prohibit the taking of picnic supplies and equipment from parked vehicles to the beach or other areas specifically designated for eating or picnicking. (Ord. 76-27 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (j)).

12.32.165 Beach Use Restrictions.

A. 1. No person, firm, corporation or other entity shall build, light, maintain, cause or permit to be built, lighted or maintained any open or outdoor fire on any public beach or fire pits designated by the City after the hour of 10:00 p.m. No fires shall be permitted at anytime on the slopes leading thereto within the City, except in fire pits designated by the City. This prohibition is applicable to all that beach and slope area lying west of Scenic Road and south of Ocean Avenue to the southern City boundary. No fires shall be permitted at any time on all that beach and slope area lying west of San Antonio from Ocean Avenue to the northern City boundary, except in fire pits designated by the City.

2. The prohibition against all fires on all the beach that lies at or below the high tide line and in fire pits designated by the City shall extend from 10:00 p.m. on the day it commences until 7:00 a.m. the following day.

B. It is unlawful to walk over or otherwise traverse any slope or area between Scenic Road and the beach or any other public area leading to the beach when the City Council has by resolution prohibited walking over or traversing such area, and designated specific paths, steps or ways for public access to the beach, and signs have been posted at reasonable locations giving notice of the prohibition. (Ord. 89-30 § 1, 1989; Ord. 87-13 § 1, 1987; Ord. 87-5 § 2, 1987; Ord. 83-15 § 1, 1983; Code 1975 § 697.02(l)).

12.32.170 Jet Skis – Vehicles.

It is unlawful to operate, carry, maintain, repair, land, or launch any motorized land, air, or water-going vehicle or apparatus including, but not limited to, motorized jet skis. This prohibition shall not apply to emergency vehicles, motorized vehicles compelled by emergency circumstances to come on to public property, City vehicles, public utility maintenance vehicles, motorized vehicles for the handicapped, vehicles operating on roads or pathways specifically provided for that purpose or vehicles operating with express written permission of the City. (Ord. 77-34 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (k)).

12.32.180 Devendorf Park.

In Devendorf Park it is unlawful to engage in any activity involving the throwing or kicking of any ball or other object in such a manner as to endanger other users of the park or lead to damage to plants or lawns. It is unlawful to ride a wheeled vehicle anywhere in the park. (Ord. 88-7 § 2, 1988; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.021).

12.32.190 Exceptions.

The provisions of this chapter shall not apply to employees or agents of the City in the performance of authorized activities on behalf of the City. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.022).

Chapter 12.32

CONDUCT ON PUBLIC PROPERTY

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12.32.030 Disfiguration and Removal of Equipment and Structures.

It is unlawful to willfully mark, deface, disfigure, injure, tamper with, displace, or remove any building, railing, bench, paving, paving material, water line, or any facilities or property and equipment of any public utilities or parts or appurtenances thereof, signs, notices, or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, wall or rock border, or other structures or equipment, facilities or public property or appurtenances whatever, either real or personal. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(1)).

12.32.040 Restrooms and Washrooms.

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Without a City permit it shall be unlawful to dig and remove any beach sand, whether submerged or not, to make any excavation by tool, equipment, blasting, or other means or agency, except that this shall not prohibit the removal

of driftwood or the construction of sand castles or other similar sand structures on the beach, utilizing natural materials found on the beach. (Ord. 79-21 § 35, 1971; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(3)).

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It is unlawful to construct or erect any building or structure of whatever kind, whether permanent or temporary in character, any tent or fly or windbreak, or to run or string any rope, cord, or wire into, upon, or across any public property, except on permit issued by the City Council. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(4)).

12.32.070 Urination or Defecation.

It is unlawful to urinate or defecate on public property except in a public restroom. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(5)).

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It is unlawful to climb, walk, stand, sit or lie upon monuments, fountains, or other property not designed or customarily used for such purposes, or to sit or lie on any sidewalks or steps in such a way as to obstruct the passage of other persons. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(a)(6)).

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12.32.115 Littering or Depositing of Glass, Metal, Debris, Pine Needles/Tree Debris Compostable Refuse, and Other Refuse or Wastes.

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12.32.120 Obstruction of Traffic.

It is unlawful to intentionally block or obstruct pedestrian traffic on any sidewalk or other public walkway or footpath. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (e)).

12.32.130 Vending and Advertising.

It is unlawful to announce, advertise, call the public attention in any way to, expose or offer for sale or hire any thing, article or service; or station or place any stand, cart, or vehicle for the transportation, sale or display of any

such article, thing, or service, without first obtaining a City license therefor. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (g)).

12.32.140 Signs.

It is unlawful to paste, glue, tack or otherwise post or display any sign, placard, advertisement, poster or inscription whatever without first obtaining permission of the City Council. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (h)).

12.32.150 Smoking.

It shall be unlawful to smoke wherever prohibited by Chapters 8.36 and 8.40 CMC. (Ord. 76-1 § 2, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02(i)).

12.32.160 Picnicking and Camping.

It is unlawful to picnic, camp, place tables, place chairs, eat, hang out things to dry, or do any other act connected with human habitation, on any public right-of-way, sidewalk area or in any parking area. This prohibition shall not prohibit the eating of food items customarily purchased for the purpose of eating while walking on the sidewalk, such as ice cream cones, and other hand-held, ready-to-eat items sold for consumption off the premises, and obtained and consumed incidental to walking or some other legal activity. It shall apply to eating when the eating is the primary activity. This prohibition does not prohibit the taking of picnic supplies and equipment from parked vehicles to the beach or other areas specifically designated for eating or picnicking. (Ord. 76-27 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (j)).

12.32.165 Beach Use Restrictions.

A. 1. No person, firm, corporation or other entity shall build, light, maintain, cause or permit to be built, lighted or maintained any open or outdoor fire on any public beach or fire pits designated by the City after the hour of 10:00 p.m. No fires shall be permitted at anytime on the slopes leading thereto within the City, except in fire pits designated by the City. This prohibition is applicable to all that beach and slope area lying west of Scenic Road and south of Ocean Avenue to the southern City boundary. No fires shall be permitted at any time on all that beach and slope area lying west of San Antonio from Ocean Avenue to the northern City boundary, except in fire pits designated by the City.

2. The prohibition against all fires on all the beach that lies at or below the high tide line and in fire pits designated by the City shall extend from 10:00 p.m. on the day it commences until 7:00 a.m. the following day.

B. It is unlawful to walk over or otherwise traverse any slope or area between Scenic Road and the beach or any other public area leading to the beach when the City Council has by resolution prohibited walking over or traversing such area, and designated specific paths, steps or ways for public access to the beach, and signs have been posted at reasonable locations giving notice of the prohibition. (Ord. 89-30 § 1, 1989; Ord. 87-13 § 1, 1987; Ord. 87-5 § 2, 1987; Ord. 83-15 § 1, 1983; Code 1975 § 697.02(l)).

12.32.170 Jet Skis – Vehicles.

It is unlawful to operate, carry, maintain, repair, land, or launch any motorized land, air, or water-going vehicle or apparatus including, but not limited to, motorized jet skis. This prohibition shall not apply to emergency vehicles, motorized vehicles compelled by emergency circumstances to come on to public property, City vehicles, public utility maintenance vehicles, motorized vehicles for the handicapped, vehicles operating on roads or pathways specifically provided for that purpose or vehicles operating with express written permission of the City. (Ord. 77-34 § 1, 1976; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.02 (k)).

12.32.180 Devendorf Park.

In Devendorf Park it is unlawful to engage in any activity involving the throwing or kicking of any ball or other object in such a manner as to endanger other users of the park or lead to damage to plants or lawns. It is unlawful to ride a wheeled vehicle anywhere in the park. (Ord. 88-7 § 2, 1988; Ord. 256 C.S. § 3, 1971; Code 1975 § 697.021).

12.32.190 Exceptions.

The provisions of this chapter shall not apply to employees or agents of the City in the performance of authorized activities on behalf of the City. (Ord. 256 C.S. § 3, 1971; Code 1975 § 697.022).



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

**November 2, 2021
CONSENT AGENDA**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Adoption of Ordinance No. 2021-004 amending Chapter 17.40 of the Carmel Municipal Code related to signs

RECOMMENDATION:

1. Adopt Ordinance 2021-004 amending Chapter 17.40 of the Carmel Municipal Code related to signs which constitutes reading of the title and waiver of reading of the ordinance; and
2. Direct staff to submit a Local Coastal Program Amendment Application to the California Coastal Commission for certification of Ordinance No. 2021-004 as adopted, and to be carried out in a manner in full conformity to the California Coastal Act.

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY

The City Council is being asked to adopt an ordinance which would amend the City's current sign regulations. This is the second reading of the ordinance, which was previously considered on October 5th, 2021 by the City Council. These amendments are intended to bring the City's sign regulations up to date and to avoid certain constitutionality problems which the current regulations may pose due content based restrictions.

BACKGROUND AND PROJECT DESCRIPTION

The First Amendment to the United States Constitution protects freedom of speech. Pursuant to that amendment, local governments cannot restrict expression because of its message, its ideas, its subject matter, or its content without the potential of creating constitutionality issues. This also holds true for content on signage in and around the City of Carmel-by-the-Sea. Currently as written, the City's regulations pertaining to signs (Chapter 17.40) place restrictions on certain content, and also create different regulations for different content, both of which could be considered unconstitutional. In recent years, local jurisdictions have faced lawsuits over sign regulations with content restrictive language. One of the most notable cases is the United States Supreme Court Case *Reed v. Town of Gilbert*, in which the Court unanimously invalidated an ordinance that treated signs differently based on their content.

As previously presented, staff has worked with the City Attorney's office on amendments to Chapter 17.40 which remove content based regulations. These amendments also include some minor cleanup of language and streamlining of the sign review/approval process. A final redline version has been provided

(Attachment 1) along with a final clean version of the same draft (Attachment 2). In brief summary from the prior Council meeting, these changes generally include:

- Streamlining of the administrative approval process.
- Revision of the term “business signs” in reference to signage in “commercial districts” to allow businesses to have non-commercial messages on its signage.
- Exemption from permit requirements for a set number of temporary signs in residential districts (one per street frontage), with no limitation during election periods.
- Removal of all other content based sign regulations, in response to the Reed v. Town of Gilbert decision.
- Adding express prohibitions for certain types of signs (e.g.: flashing lights, noise making, inflatable signs, etc.).
- Expanding authority for the City to remove abandoned commercial signs.

On September 8th, 2021, the Carmel-by-the-Sea Planning Commission reviewed the draft ordinance and proposed amendments. The Planning Commission had no suggested modifications to the ordinance and ultimately voted to make a recommendation to the City Council regarding to adopt the amending ordinance. On October 5th, 2021, the City Council conducted a first reading of the draft ordinance and waived further reading. As part of this hearing, council provided direction to amplify and clarify the draft language related to prohibited signs to include prohibition of televisions and monitors used as signs. Specifically, the Council added the following language to section 17.40.070.1: “*...and televisions or monitors which are used to attract attention to, advertise, announce, or communicate information of any kind to the public.*” This language is highlighted yellow in the redline version of the ordinance (Attachment 1).

If the City Council adopts the ordinance, staff will prepare an application for a Local Coastal Program (LCP) amendment and submit to the California Coastal Commission for certification of the ordinance as adopted. Upon certification by the Coastal Commission, the ordinance will be effective immediately. If the Coastal Commission does not certify the ordinance as adopted, the City will need to consider revisions to the ordinance based on the Coastal Commission denial and then re-submit for certification prior to it becoming effective. Given the subject matter of this ordinance, staff anticipates that the Coastal Commission will certify the City’s LCP amendment with no issues.

Environmental Review

This ordinance amends how the city addresses the content of signage, which is an existing and allowed use. This ordinance does not allow for any other physical changes to the environment. Therefore, this action creates negligible or no expansion of use, and qualifies for a Class 1 Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines under section 15301 – “Existing Facilities”. This project presents no circumstances that would result in a potentially significant environmental impact, and there are no exceptions to the exemption pursuant to Section 15300.2 of the CEQA Guidelines.

FISCAL IMPACT:

Staff time to prepare and enforce this ordinance is covered as part of the Community Planning and Building operating budget.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1 – Final REDLINE ordinance amending Chapter 17.40

Attachment 2 – Final CLEAN ordinance amending Chapter 17.40

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

ORDINANCE NO. 2021-004

AN ORDINANCE AMENDING THE CARMEL-BY-THE-SEA MUNICIPAL CODE CHAPTER 17.40 RELATING TO SIGNS.

WHEREAS, to ensure the constitutionality of the City of Carmel-by-the-Sea Municipal Code related to signs, the City Council has determined it necessary to amend Chapter 17.40 of the municipal code regarding signs to remove restrictions on content as well as amendments to streamline the process for review of applications.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Review. The City Council exercises its independent judgement and finds that this ordinance amends how the city addresses the content of signage, which is an existing and allowed use. This ordinance does not allow for any other physical changes to the environment. Therefore, this action creates negligible or no expansion of use, and qualifies for a Class 1 Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines under section 15301 – “Existing Facilities”. This project presents no circumstances that would result in a potentially significant environmental impact, and there are no exceptions to the exemption pursuant to Section 15300.2 of the CEQA Guidelines.

SECTION 2. Amendment of Chapter 17.40. Title 17, Chapter 17.40 of the Carmel-by-the-Sea Municipal Code is amended to read in its entirety as follows:

Chapter 17.40

SIGNS¹

Sections:

- | | |
|------------------|---|
| 17.40.010 | Purpose. |
| 17.40.020 | Permit Process. |
| 17.40.030 | Business-Commercial Signages. |
| 17.40.040 | Interior Signs. |
| 17.40.050 | Other Signs Associated With a Business Temporary Commercial Signs. |
| 17.40.060 | Residential Signs. |
| 17.40.070 | Temporary Signs Prohibited Signs. |
| 17.40.080 | Removal of Abandoned Signs. |
| <u>17.40.090</u> | <u>Noncommercial Uses.</u> |

17.40.010 Purpose.

Signs are instrumental in maintaining the City of Carmel-by-the-Sea's village character. The City has no house numbering system so residents often place signs outside their homes for identification. Business signs typically are made of wood and are oriented toward the pedestrian rather than the automobile. These residential and business signs create a unique village environment, which encourages exploration and discovery.

This chapter establishes standards and guidelines to preserve and enhance the appearance of the community as a place in which to live and work. These standards and guidelines ensure that signage is used as identification and not as advertisement or a notice-attracting device. Furthermore, these standards prevent the installation of an excessive number of signs, avoid visual clutter and eliminate hazards to pedestrians and motorists brought about by distracting signs.

The sign standards also implement the following objectives and policies of the General Plan:

- O1-17: Maintain diligent control over signs and other advertising or notice-attracting facilities in order to avoid unsightly, bizarre, and/or out-of-scale visual impacts, including exterior lighting and lights from window displays.
- P1-53: Limit the use of unnecessary or unsightly design elements such as excessive numbers of signs, nonfunctional awnings, exterior displays, interior displays, and architectural contrivances used primarily as advertising or notice-attracting features visible from the public right-of-way.
- P1-54: Prohibit business signs incorporating lights, luminous or fluorescent paints, or movement.
- P1-55: Encourage the location of signs near the entrance to the businesses they serve.
- P1-56: Encourage business signs that are simple in graphic design, informative of the business use, and compatible in color and design with adjoining structures.

A sign may be erected, replaced, repainted, altered, relocated or maintained only in conformance with the standards and permit procedures of this chapter. The purpose and effect of this chapter is to:

A. Establish a permit system to ~~allow a variety of sign types in~~regulate signage in the business district and residential areas ~~subject to the standards and permit procedures in this chapter.~~

B. Provide for temporary signs in limited circumstances on private property subject to the standards and permit procedures of this chapter.

C. Prohibit ~~all signs not expressly permitted by this chapter unless authorized by specific action of the Planning Commission~~determined by the City to contribute to visual blight and pose hazards to pedestrians and motorists. Prohibited signs and displays include those which are, which shall include those signs visible from exterior areas accessible to pedestrians and which are flashing, self-illuminated, neon, phosphorescent, glossy, incorporate internal lights or movement or that include strings of small lights around doors or windows, ~~as well as. Also prohibited are exterior~~ signs, displays or other installations that include balloons, streamers, or other notice-attracting ~~appendages~~features.

17.40.020 Permit Process.

A. Administrative Approval. Upon submittal of an application, the ~~following permits for signs signage as set forth in Section 17.40.030~~ may be approved by the Director: ~~business signs, temporary business signs, business directories, menu boxes, take-away menu holders, real estate signs in the public right-of-way, and parking signs. In order to be approved, these signs must satisfy the purpose, objectives, and standards described in this chapter, unless exempt from permit requirements in this code.~~ At least once each year the Director shall report to the Planning Commission on the ~~business signs, directories, menu boxes and take-away menu holders~~signs that have been approved through the administrative process.

B. Appeal. Denial of an administrative approval by the Director is subject to appeal to the Planning Commission in accordance with section 17.54.040.

~~B. Planning Commission Approval. Signs which, in the opinion of the Director, require exception from the standards described in this chapter shall be reviewed by the Planning Commission. The Planning Commission also shall review all business signs painted, etched or otherwise applied to glass, all signs made of plastics, fabric or imitation wood and all signs of architectural, cultural, and historical significance. The Commission may grant exceptions only to the number, location and design of business signs. The following criteria must be satisfied to grant the exception:—~~

~~1. Number. Additional business signs may be permitted in unusual circumstances such as, but not limited to, a business that has entrances on two different public rights-of-way.—~~

~~2. Location. Signs shall clearly identify the business entrance. Signs shall be pedestrian-oriented except for gas stations and motels that are recognized by the City as predominantly vehicle-oriented business. Clutter from business signs at street frontages shall be avoided. Sign clutter along street frontages from multiple businesses within a courtyard or building shall be avoided.—~~

~~3. Design. Any exceptions to design standards shall retain compatibility with the design, color, and scale of the building.—~~

CC. No Permit Required. The following signs on private property do not require a permit:

1. Off-premises temporary signs in residential areas as permitted by California Civil Code Section 713, provided such signs do not exceed one per street frontage.
2. Signs regulating parking, designating hazards or providing public safety warnings.
3. Signs constructed, placed or maintained by a federal, state or local government agency with permission of the property owner.
4. Signs that are specifically authorized or required to be constructed, placed or maintained by law, or as a condition of any regulatory permit.
5. Temporary signs, provided that such signs are not permanently affixed to property, do not exceed one temporary sign per street frontage, and do not have a sign area greater than 12 square feet. During the period of 90 days preceding any general or special election, and continuing until 10 days after such election, more than one such sign may be displayed per street frontage.
6. Signs described in sections 17.40.050 and 17.40.060.

~~if they meet the purpose, objectives, and standards in this chapter as determined by the Director: interior signs, alarm system identification signs, house/occupant name, no soliciting/no handbills, garage/rummage/estate sale, home business, public information signs (exit, restroom, elevator, etc.) and a variety of temporary signs as identified in this chapter. Signs which, in the opinion of the Director, are out of the ordinary or which do not meet the purpose, objectives and standards of this chapter shall be removed or referred to the Planning Commission for review.~~

17.40.030 Business-Commercial District Signages.

A. Objectives. The primary objective of sign review is to implement the objectives and policies of the General Plan by maintaining the community's village character and natural beauty. To achieve this objective, business signs in any commercial district or any commercially zoned property signs shall be:

- ~~1. Informative of the business name and use. The business name shall be the primary design feature on the sign, and all logos and other graphics shall be subordinate to the business name;~~
- ~~21. Simple in design. Any creative graphic depictions should be related to the business use and in scale with sign text;~~
- ~~32. Oriented toward the pedestrian environment within the commercial district;~~
- ~~43. Compatible in design, color, size and scale to the business storefront, adjoining structures and surroundings and structure, in accordance with the Commercial Design Guidelines; and~~
- ~~54. Made of permanent and natural materials such as wood, wrought iron, ceramic or stone unless otherwise approved by the Planning Commission.~~

B. Types of Permitted Business-Commercial SignsSignage. ~~There are four types of business signs that are Exterior signage in any allowed in the~~ commercial district shall be limited to:

1. An exterior wall ~~business~~ sign which is attached to a wall, ~~or~~ or fascia ~~or window and~~ and only one side of the sign is visible.
2. An exterior hanging ~~business~~ sign which hangs from a bracket mounted to a wall or overhang. Both sides of the sign are typically visible to pedestrians and shall contain identical designs.
3. An exterior monument ~~business~~ sign which is freestanding and separate from adjacent buildings. This type of sign is typically mounted on a post or a solid base.
- ~~4. An interior business sign which is located within the interior of a business, visible from exterior areas accessible to pedestrians, and includes the business name or an identifying portion of the business name. Business names and logos on merchandise are not considered signs.~~ 4. A display box, which shall consist of a wall-mounted architectural element with an enclosed display case, not affixed to any door or window and located adjacent to an entryway, and not exceeding four square feet, of the type typically used to display menus or awards or similar items.
5. A box holder, not exceeding one square foot and not affixed to any door or window and located adjacent to an entryway, constructed of wood or basketry, of the type typically used to hold take-away menus or similar items.

C. Exterior ~~Business-Commercial~~ Signs.

Standards for Administrative Approval of Exterior Business <u>Commercial</u> Signs	
Item	Standard
Maximum Number of Exterior Business-Commercial Signs <u>Per Parcel</u>	One (1) One exterior wall sign, exterior hanging sign, or monument sign, and (2) one display box, and (3) one box holder. For parcels with two or more commercial uses on the parcel, one additional sign shall be permitted in addition to the above, and may be used for any business directories, parcel identification, or other purposes.
Maximum Letter Size	Ten inches
Maximum Area (Hanging Sign)	Three square feet

Maximum Area (Wall/Monument Sign)	Six square feet
Location	<ul style="list-style-type: none"> – As close as possible to the business- <u>building entrances in which the related business is located</u> – Below eave or parapet line of buildings – Hanging signs shall not project more than 30" from face of building – Hanging signs shall maintain 7' vertical clearance from sidewalk for pedestrians <u>as measured at the lowest point of the sign</u> – Monument signs shall not be mounted higher than 3' from ground
Design	<p>— Informative of business name and use</p> <ul style="list-style-type: none"> – Simple in graphic design – Compatible in design, color, size and scale with business storefront, adjoining structures and surroundings – Any graphic or pictorial representations shall be in scale with the text on the sign
Material	Permanent, natural materials such as wood or lettering painted on glass, wrought iron, ceramic and stone <u>unless otherwise approved by the Planning Commission</u>

Note: Sign area shall be calculated as follows:

All faces of a multi-faced sign shall be included in the calculation of area except for a double-faced hanging or monument sign, in which case only one face shall be included.

For irregularly shaped signs, the area shall be that of the smallest rectangle that wholly contains the sign.

Brackets or other appurtenances, including sign riders, incorporating design elements that are descriptive or informative of the business or the commercial use will be included as part of the sign area.

~~Also included are vacancy/no vacancy sign riders for motel/hotel signs.~~

~~DE.~~ Lighting of Exterior Signs. Businesses open to the public during hours of darkness shall be allowed ~~limited~~ exterior lighting ~~for signs to enable patrons to find and identify the business meeting the below standards during hours of operation.~~ These lights shall be turned off when the business is closed each evening. _

Standards for Administrative Approval of Sign Lighting		
Number	Type and Maximum Output	Design and Mounting
<ul style="list-style-type: none"> – One per three square feet of sign area or – One for each side of a double-faced hanging sign 	<ul style="list-style-type: none"> – Incandescent (25 watts) – Halogen (20 watts) 	<ul style="list-style-type: none"> – Small, bullet-type fixtures painted to match surroundings – Mounted to nearby building element (wall, eave, post, etc.) or incorporated into support bracket – Not designed or mounted so as to become part of the sign – Architecturally compatible with building or mounted to be recessed or shielded or otherwise not readily visible to pedestrians – Aimed directly toward sign but not toward eye level of pedestrian or vehicle traffic <u>and shielded to the greatest extent feasible to prevent light emitting outside of the sign area.</u>

F. Materials and Colors. All exterior signs must be constructed of durable materials that are compatible in appearance to the building supporting or identified by the sign. Sign colors and materials should be selected to be compatible with the existing building designs and should contribute to legibility and design integrity. All materials and colors are subject to approval of the Director.

G. Relationship to Buildings. Each sign located upon a site with more than one main building, such as a commercial, office or industrial complex must be designed to incorporate the materials common or similar to all buildings.

H. Relationship to Other Signs. Where there is more than one sign on a site or building, all permanent signs must have designs that similarly treat or incorporate the following design elements:

1. Type of construction materials;
2. Sign/letter color and style of copy;
3. Method used for supporting sign (i.e., wall or ground base);
4. Sign cabinet or other configuration of sign area;
5. Illumination; and
6. Location of placement (i.e. above or adjacent to entryway).

I. Construction. Every sign, and all parts, portions and materials thereof, must be manufactured, assembled and erected in compliance with all applicable state, federal and city regulations, including the city's building code and electrical code. Under no circumstances may a permanent sign have an exposed back.

J. Maintenance. Every sign and all parts, portions and materials must be maintained in good repair. The display surface of all signs must be kept clean, neatly painted, and free from rust, cracking, peeling, corrosion or other states of disrepair. This maintenance obligation includes the replacement of malfunctioning or burned out lamps, replacement of broken faces, repainting of rust, chipped or peeling structures or faces within fifteen days following written notification by the city. When there is a change or discontinuance of a business or occupancy such that a sign no longer represents a place of business or occupancy, the sign or the name of the prior business or occupant must be removed.

17.40.040 Commercial Interior Signs.

A. Commercial Interior Signs. ~~Those Commercial~~ interior signs ~~that are~~ signs that are located wholly within the interior space of the commercial use on a commercially zoned parcel, but may ~~be are~~ visible from exterior areas accessible to pedestrians, and ~~which meet the following standards~~ are allowed without a permit ~~provided that they meet the following standards. All interior signs shall be designed and lettered in a professional and attractive manner.~~ Commercial interior signs that do not meet these standards are prohibited.

Standards for Permitted Interior Signs					
	Number	Maximum Size (Each Sign)	Maximum Aggregate Area of Signage	Maximum Letter Size	Information
Affixed to a window	Six	N/A	100 square inches	One inch	Closed/open, hours of operation, will

					return, alarm, no food or drink, credit card (see note 2)
0' – 5' from the storefront	Unlimited	One square foot	Two square feet	One inch	Unlimited content Business name or identifying part of the business name are limited in area to 10% or less area of each sign
5' or more beyond the storefront	Unlimited	N/A	Six square feet	Three inches	Unlimited content Business name or identifying part of the business name are limited in area to 10% or less of each sign

Notes:

~~1. Signs advertising general sales or closing out sales/going out of business sales shall adhere to the standards for permitted interior signs. Interior signs advertising closing out sales/going out of business sales may be displayed for no more than 45 days pursuant to CMC 5.20.030.~~

~~2. Credit card signs shall not exceed two square inches per sign and are exempt from the maximum aggregate area standards applicable to signs affixed to windows. Alarm system identification signs 144 square inches or smaller in sizes are exempt from the maximum aggregate area standards applicable to signs affixed to windows.~~

~~(Ord. 2005-02 § 2, 2005; Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).~~

17.40.050 ~~Other Signs Associated With a Business.~~ Temporary Commercial Signage

A. ~~Temporary Business Sign.~~ A “temporary business sign” refers to a sign temporarily approved ~~by the City~~ The following signage shall be permitted while a permanent exterior sign is being made or is awaiting City review.

Standards for Administrative Approval of Temporary Business Signs

Number	Maximum Size	Removal	Information
One	Three square feet	Shall be removed upon approval of a permanent sign or upon expiration of within 30 days of being erected, unless an extension is approved by the Director the temporary approval	—— Simple in graphic design —— Limited to business name and opening date

B. Business Directory. A “business directory” is a permanent sign listing the names of several individual businesses located on the same property, or in the same courtyard or building.

Standards for Administrative Approval of Business Directories

Number	Maximum Size	Maximum Letter Size	Location	Design
One per courtyard or building	N/A	Business placards one-inch lettering	On private property	—— Simple in design —— Compatible in design, color, and scale with adjacent buildings

Note: Multiple businesses which share a common entry from the exterior shall be entitled to a business sign only on the interior of the building. Directories may be placed on the building exterior to identify the interior businesses.

C. Restaurant Menu Signs. Restaurant menu signs are allowed in two forms: contained within menu boxes (for restaurants) and take away menus (for all food uses).

1. **Menu Box.** A menu box is a permanently mounted architectural element on, or immediately adjacent to, the business for displaying menus, awards, or daily specials in restaurants.

2. **Take-Away Menu Holder.** A take-away menu holder is a small, temporary or permanent container holding take-away menus for free distribution to the public.

Standards for Administrative Approval of Restaurant Menu Signs

Type	Number	Maximum Size	Location	Contents	Design
Menu box	One	Four square feet	—— Not affixed to door or window —— At the	Menu identical to that being used in the restaurant,	—— Compatible with scale, colors, and

			entry	special menus, awards	materials of storefront
Take-away- menu holder	One	One square- foot	—— At the- entry —— Not affixed to a window	Take-away- menus only	—— Constructed of wood or basketry

B. Materials and Colors. Sign colors and materials should be selected to be compatible with the existing building designs and should contribute to legibility and design integrity.

C. Relationship to Other Signs. Where there is more than one sign on a site or building, temporary signage shall similarly treat or incorporate the following design elements:

1. Type of construction materials;
2. Sign/letter color and style of copy;
3. Method used for supporting sign (i.e., wall or ground base);
4. Sign cabinet or other configuration of sign area;
5. Illumination; and
6. Location of placement (i.e. above or adjacent to entryway).

D. Parking Sign. A sign that authorizes or prohibits the parking of specified vehicles on private property in the commercial (CC, SC, RC) and multifamily (R-4) districts.

Standards for Administrative Approval of Parking Signs					
Number	Maximum- Size	Letter-Size	Location	Information	Design
One per- property- frontage	Two square- feet	Three inches	—— Private- property —— Installed on walls, fences, or buildings —— Location must be reasonably visible to motorists	States parking- rights on the- property and- cites CMC 10.32.080(H)	Compatible in design and color with storefront or building

(Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).

17.40.060 Residential Signs-Zones.

A. Residential Signs-Zones. Residential signs are permitted without City review if the signs meet the purpose, objectives and standards listed below and in CMC 17.40.010, Purpose. If the sign is not listed below or all of the standards have not been satisfied, the sign requires Planning Commission review. Permanent signs in residential zones shall be permitted, provided that signage does not exceed one sign per parcel and total sign area does not exceed two square feet.

Standards for Permitted Residential Signs						
Type of Sign	Number	Size	Letter Size	Location	Material	Information
House/Occupant Name	One	Two-square feet	No limit	Private property	Natural and permanent material required	House or occupant name
No-Soliciting/No-Handbills/No-Trespassing	One each	2" x 12"	N/A	Private property Only at property line, front gate, front door or entry point "No Trespassing" signs shall be prohibited within 20 feet of a public beach access point	Permanent material required	No-soliciting/no-handbills
Home Business	One	One square foot	No limit	Private property	Natural and permanent materials required	Business name on City business license

Standards for Planning Commission Approval of Signs of Architectural, Cultural or Historical Significance

- ~~—The sign contributes to the architectural, cultural, or historical character of the community~~
- ~~—The sign would not create confusion to the public or to public safety officials in responding to emergencies~~
- ~~—The sign would not adversely affect the health, safety, or welfare of the community~~

(Ord. 2004 02 § 1, 2004; Ord. 2004 01 § 1, 2004).

-17.40.070 Temporary Signs Prohibited Signage.

The following signage shall be prohibited in all zones:

1. Signs visible from exterior areas of a building that are flashing, self-illuminated, neon, phosphorescent, glossy, incorporate internal lights or movement, and televisions or monitors.

which are used to attract attention to, advertise, announce, or communicate information of any kind to the public.

2. Signs which include strings of small lights around doors or windows.

3. Signs, displays or other installations that include balloons, streamers, or other similar notice-attracting features.

4. Inflatable signs.

5. Projecting signs.

Standards for Permitted Temporary Signs

Type of Sign	Number Allowed	Maximum Size	Maximum Letter Size	Location	Material	Information
Attachment 1						
Garage/Yard/Rummage/Estate Sale	One	Three square-feet	Three inches	——On private-property where the sale is located ——Only during hours of sale not nailed to trees	Less than-permanent material-allowed	N/A
Charitable Organization/Special Event	One per business	Three square-feet	Three inches	N/A	Less than-permanent material-allowed	——Maximum display of 15 days ——Displayed four-times a year ——Must be removed at end of event
Health, Safety, and Welfare	N/A	Minimum size-needed	No limit	N/A	Less than-permanent material-allowed	Minimum time-necessary
Construction	One per contractor, architect, or subcontractor	Per sign —three-square feet Aggregate area —six square feet area	No limit	Private-property	Permanent or-less than-permanent materials-allowed	Must have active-building permit
Real Estate	One per property-frontage	Three square-feet (excludes support-base and sign riders)	Three inches	——Only on the private-property that is for sale, exchange, or rent ——Refer to Note 1	Less than-permanent material-allowed	——Limited to property that is for sale, lease, rent, or exchange ——Owner or agent name, address and telephone number ——Directions to property ——Brochure boxes are allowed
Real Estate Sign Riders	One per real estate sign	6" tall x 24" wide	No limit	——Only on private-property that is for sale, exchange, or rent ——Refer to Note 1	Less than-permanent material-allowed	——e.g., Condominiums; Do Not Disturb; By-Appointment Only; For Lease; For Rent; Sale or Lease; Sale Pending; Directions (if not on real estate sign); Features
Open House	One per property-frontage	Three square-feet	No limit	——Only on the private-property that is for sale, exchange, or rent ——Refer to Note 1	Less than-permanent material-allowed	——Limited to open-house, name of real-estate company and directions to property ——Only during daylight hours

6. Signs located in such a manner to constitute a potential traffic hazard or obstruct the view of any authorized traffic sign or signal device, or designed to resemble or conflict with any authorized traffic control sign.

7. Signs emitting audible sounds.

8. Signs in the public right of way, except for signs posted by a federal, state, or local governmental entity with permission of the City.

Notes:

~~1. May be placed on public property only with issuance of an encroachment permit.~~

~~2. This permit will be authorized only when:~~

~~• Trees, shrubs or structures prevent the sign from being seen on private property;~~

~~• All signs shall be mounted on a four-inch by four-inch wooden post; and~~

~~• Sign location is to be determined by the Director.~~

~~(Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).~~

17.40.080 Removal of Abandoned Signs.

A. Termination of Approved Applications. Approved applications for signs and brackets shall be considered null and void when any of the following conditions are found to exist:

1. The sign was not built or placed in strict compliance with the conditions of the approval.
2. The sign was not placed on the site, in the approved location, within 90 days from the date of approval and no extension of time has been granted by the Director.
- ~~3. The sign refers to a business that no longer exists, whose license has lapsed, whose business name has changed, or to which for any other reason the sign no longer applies.~~

B. Removal of Abandoned Commercial Signs. A sign may be deemed abandoned if, for a period of 90 days or more, the sign refers to a commercial use that no longer exists or a product or service which is no longer available at the premises where the sign is located, and the sign has remained in place or not been maintained to reflect a current commercial use.

Signs, ~~directories, menu boxes, take-away menu holders,~~ and supporting brackets abandoned due to a closing of a business, change in the business name, or for any other reason shall be removed by the permit holder and/or owner of the building or premises within 10 days from the date of the action that ~~caused the sign or supporting bracket to be~~ they are deemed abandoned by the Director. The Director's decision that a sign has been deemed abandoned ~~The Director shall determine when a sign or bracket is abandoned.~~ The decision shall be sent by certified mail to the permit holder at ~~his~~ their last known address and to the property owner as shown on the latest County Assessor's roll. ~~An appeal may be filed within five days of receipt of a written notice of the decision.~~ Said notice of decision shall include.

1. A general description of the sign or bracket;
2. That the reasonable costs of removal, as well as an administrative charge, may be assessed in accordance with local ordinance and placed as a lien on the property;

3. That the assessments can be avoided by removal of the sign or bracket within ~~72 hours~~ 10 days of the date of the notice;
4. That upon a finding of abandonment, written notification and removal of a sign located in the public right-of-way, the sign shall be held by the City for 15 days and then disposed of; and
5. Where the sign may be reclaimed prior to disposal ~~for an abandoned sign removed from the public right of way.~~

An appeal may be filed within ten days of receipt of a written notice of the decision in accordance with section 17.54.040. The cost of removal of an abandoned sign and administrative charge shall be determined by City Council resolution. ~~(Ord. 2004-02 § 1, 2004; Ord. 2004-01 § 1, 2004).~~

17.40.090 Noncommercial Uses.

Any sign authorized in this chapter is allowed to contain noncommercial copy in lieu of any other copy. Any non-commercial use operated in a commercial zone of the City shall be permitted the same amount of signage as applied to commercial uses under this code.

¹ ~~— Prior legislation: Code 1975 § 1303, Ords. 150 C.S., 76-12, 81-11, 82-7, 82-18, 83-25, 88-26, 91-8, 92-7, 93-28, 94-5 and 97-9.~~

~~— All materials and colors are subject to approval of the Director.~~

SECTION 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. Effective Date. This ordinance is effective 30 days after its adoption.

SECTION 5. Publication. The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

ORDINANCE NO. 2021-004

**AN ORDINANCE AMENDING THE CARMEL-BY-THE-SEA MUNICIPAL CODE
CHAPTER 17.40 RELATING TO SIGNS.**

WHEREAS, to ensure the constitutionality of the City of Carmel-by-the-Sea Municipal Code related to signs, the City Council has determined it necessary to amend Chapter 17.40 of the municipal code regarding signs to remove restrictions on content as well as amendments to streamline the process for review of applications.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DOES ORDAIN AS FOLLOWS:**

SECTION 1. CEQA Review. The City Council exercises its independent judgement and finds that this ordinance amends how the city addresses the content of signage, which is an existing and allowed use. This ordinance does not allow for any other physical changes to the environment. Therefore, this action creates negligible or no expansion of use, and qualifies for a Class 1 Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines under section 15301 – “Existing Facilities”. This project presents no circumstances that would result in a potentially significant environmental impact, and there are no exceptions to the exemption pursuant to Section 15300.2 of the CEQA Guidelines.

SECTION 2. Amendment of Chapter 17.40. Title 17, Chapter 17.40 of the Carmel-by-the-Sea Municipal Code is amended to read in its entirety as follows:

Chapter 17.40

SIGNS¹

Sections:

- 17.40.010 Purpose.
- 17.40.020 Permit Process.
- 17.40.030 Commercial Signage.
- 17.40.040 Interior Signs.
- 17.40.050 Temporary Commercial Signs.
- 17.40.060 Residential Signs.
- 17.40.070 Prohibited Signs.
- 17.40.080 Removal of Abandoned Signs.
- 17.40.090 Noncommercial Uses.

17.40.010 Purpose.

Signs are instrumental in maintaining the City of Carmel-by-the-Sea's village character. The City has no house numbering system so residents often place signs outside their homes for identification. Business signs typically are made of wood and are oriented toward the pedestrian rather than the automobile. These residential and business signs create a unique village environment, which encourages exploration and discovery.

This chapter establishes standards and guidelines to preserve and enhance the appearance of the community as a place in which to live and work. These standards and guidelines ensure that signage is used as identification and not as advertisement or a notice-attracting device. Furthermore, these standards prevent the installation of an excessive number of signs, avoid visual clutter and eliminate hazards to pedestrians and motorists brought about by distracting signs.

The sign standards also implement the following objectives and policies of the General Plan:

- O1-17: Maintain diligent control over signs and other advertising or notice-attracting facilities in order to avoid unsightly, bizarre, and/or out-of-scale visual impacts, including exterior lighting and lights from window displays.
- P1-53: Limit the use of unnecessary or unsightly design elements such as excessive numbers of signs, nonfunctional awnings, exterior displays, interior displays, and architectural contrivances used primarily as advertising or notice-attracting features visible from the public right-of-way.
- P1-54: Prohibit business signs incorporating lights, luminous or fluorescent paints, or movement.
- P1-55: Encourage the location of signs near the entrance to the businesses they serve.
- P1-56: Encourage business signs that are simple in graphic design, informative of the business use, and compatible in color and design with adjoining structures.

A sign may be erected, replaced, repainted, altered, relocated or maintained only in conformance with the standards and permit procedures of this chapter. The purpose and effect of this chapter is to:

- A. Establish a permit system to regulate signage in the business district and residential areas.
- B. Provide for temporary signs in limited circumstances on private property subject to the standards and permit procedures of this chapter.
- C. Prohibit signs determined by the City to contribute to visual blight and pose hazards to pedestrians and motorists, which shall include those signs visible from exterior areas accessible to pedestrians and which are flashing, self-illuminated, neon, phosphorescent, glossy, incorporate internal lights or movement or that include strings of small lights around doors or windows, as well as signs, displays or other installations that include balloons, streamers, or other notice-attracting features.

17.40.020 Permit Process.

- A. Administrative Approval. Upon submittal of an application, the permits for signage as set forth in Section 17.40.030 may be approved by the Director, unless exempt from permit requirements in this code. At least once each year the Director shall report to the Planning Commission on the signs that have been approved through the administrative process.
- B. Appeal. Denial of an administrative approval by the Director is subject to appeal to the Planning Commission in accordance with section 17.54.040.
- C. No Permit Required. The following signs on private property do not require a permit:
 - 1. Off-premises temporary signs in residential areas as permitted by California Civil Code Section 713, provided such signs do not exceed one per street frontage.
 - 2. Signs regulating parking, designating hazards or providing public safety warnings.
 - 3. Signs constructed, placed or maintained by a federal, state or local government agency with permission of the property owner.
 - 4. Signs that are specifically authorized or required to be constructed, placed or maintained by law, or as a condition of any regulatory permit.
 - 5. Temporary signs, provided that such signs are not permanently affixed to property, do not exceed one temporary sign per street frontage, and do not have a sign area greater than 12 square feet. During the period of 90 days preceding any general or special election, and continuing until 10 days after such election, more than one such sign may be displayed per street frontage.
 - 6. Signs described in sections 17.40.050 and 17.40.060.

17.40.030 Commercial District Signage.

A. Objectives. The primary objective of sign review is to implement the objectives and policies of the General Plan by maintaining the community's village character and natural beauty. To achieve this objective, signs in any commercial district or any commercially zoned property shall be:

1. Simple in design. Any graphic depictions should be in scale with sign text;
2. Oriented toward the pedestrian environment within the commercial district;
3. Compatible in design, color, size and scale to the business storefront and structure, in accordance with the Commercial Design Guidelines; and
4. Made of permanent and natural materials such as wood, wrought iron, ceramic or stone unless otherwise approved by the Planning Commission.

B. Types of Permitted Commercial Signage. Exterior signage in any commercial district shall be limited to:

1. An exterior wall sign which is attached to a wall or fascia and only one side of the sign is visible.
2. An exterior hanging sign which hangs from a bracket mounted to a wall or overhang. Both sides of the sign are typically visible to pedestrians and shall contain identical designs.
3. An exterior monument sign which is freestanding and separate from adjacent buildings. This type of sign is typically mounted on a post or a solid base.
4. A display box, which shall consist of a wall-mounted architectural element with an enclosed display case, not affixed to any door or window and located adjacent to an entryway, and not exceeding four square feet, of the type typically used to display menus or awards or similar items.
5. A box holder, not exceeding one square foot and not affixed to any door or window and located adjacent to an entryway, constructed of wood or basketry, of the type typically used to hold take-away menus or similar items.

C. Exterior Commercial Signs.

Standards for Administrative Approval of Exterior Commercial Signs	
Item	Standard
Maximum Number of Exterior Commercial Signs Per Parcel	(1) One exterior wall sign, exterior hanging sign, or monument sign, and (2) one display box, and (3) one box holder.

	For parcels with two or more commercial uses on the parcel, one additional sign shall be permitted in addition to the above, and may be used for any business directories, parcel identification, or other purposes.
Maximum Letter Size	Ten inches
Maximum Area (Hanging Sign)	Three square feet
Maximum Area (Wall/Monument Sign)	Six square feet
Location	<ul style="list-style-type: none">– As close as possible to building entrances in which the related business is located– Below eave or parapet line of buildings– Hanging signs shall not project more than 30" from face of building– Hanging signs shall maintain 7' vertical clearance from sidewalk for pedestrians as measured at the lowest point of the sign– Monument signs shall not be mounted higher than 3' from ground
Design	<ul style="list-style-type: none">– Simple in graphic design– Compatible in design, color, size and scale with business storefront, adjoining structures and surroundings– Any graphic or pictorial representations shall be in scale with the text on the sign
Material	Permanent, natural materials such as wood or lettering painted on glass, wrought iron, ceramic and stone unless otherwise approved by the Planning Commission

Note: Sign area shall be calculated as follows:

All faces of a multi-faced sign shall be included in the calculation of area except for a double-faced hanging or monument sign, in which case only one face shall be included.

For irregularly shaped signs, the area shall be that of the smallest rectangle that wholly contains the sign.

Brackets or other appurtenances, including sign riders, incorporating design elements that are descriptive or informative of the business or the commercial use will be included as part of the sign area.

E. Lighting of Exterior Signs. Businesses open to the public during hours of darkness shall be allowed exterior lighting for signs meeting the below standards during hours of operation. These lights shall be turned off when the business is closed each evening.

Standards for Sign Lighting		
Number	Type and Maximum Output	Design and Mounting
<ul style="list-style-type: none">– One per three square feet of sign area or <ul style="list-style-type: none">– One for each side of a double-faced hanging sign	<ul style="list-style-type: none">– Incandescent (25 watts)– Halogen (20 watts)	<ul style="list-style-type: none">– Small, bullet-type fixtures painted to match surroundings– Mounted to nearby building element (wall, eave, post, etc.) or incorporated into support bracket– Not designed or mounted so as to become part of the sign– Architecturally compatible with building or mounted to be recessed or shielded or otherwise not readily visible to pedestrians– Aimed directly toward sign but not toward eye level of pedestrian or vehicle traffic and shielded to the greatest extent feasible to prevent light emitting outside of the sign area.

F. Materials and Colors. All exterior signs must be constructed of durable materials that are compatible in appearance to the building supporting or identified by the sign. Sign colors and materials should be selected to be compatible with the existing building designs and should contribute to legibility and design integrity. All materials and colors are subject to approval of the Director.

G. Relationship to Buildings. Each sign located upon a site with more than one main building, such as a commercial, office or industrial complex must be designed to incorporate the materials common or similar to all buildings.

H. Relationship to Other Signs. Where there is more than one sign on a site or building, all permanent signs must have designs that similarly treat or incorporate the following design elements:

1. Type of construction materials;
2. Sign/letter color and style of copy;
3. Method used for supporting sign (i.e., wall or ground base);
4. Sign cabinet or other configuration of sign area;
5. Illumination; and
6. Location of placement (i.e. above or adjacent to entryway).

I. Construction. Every sign, and all parts, portions and materials thereof, must be manufactured, assembled and erected in compliance with all applicable state, federal and city regulations, including the city's building code and electrical code. Under no circumstances may a permanent sign have an exposed back.

J. Maintenance. Every sign and all parts, portions and materials must be maintained in good repair. The display surface of all signs must be kept clean, neatly painted, and free from rust, cracking, peeling, corrosion or other states of disrepair. This maintenance obligation includes the replacement of malfunctioning or burned out lamps, replacement of broken faces, repainting of rust, chipped or peeling structures or faces within fifteen days following written notification by the city. When there is a change or discontinuance of a business or occupancy such that a sign no longer represents a place of business or occupancy, the sign or the name of the prior business or occupant must be removed.

17.40.040 Commercial Interior Signs.

A. Commercial Interior Signs. Commercial interior signs are signs that are located wholly within the interior space of the commercial use on a commercially zoned parcel, but may be visible from exterior areas accessible to pedestrians, and are allowed without a permit provided that they meet the following standards. Commercial interior signs that do not meet these standards are prohibited.

Standards for Permitted Interior Signs					
	Number	Maximum Size (Each Sign)	Maximum Aggregate Area of	Maximum Letter Size	

			Signage		
Affixed to a window	Six	N/A	100 square inches	One inch	
0' – 5' from the storefront	Unlimited	One square foot	Two square feet	One inch	
5' or more beyond the storefront	Unlimited	N/A	Six square feet	Three inches	

17.40.050 Temporary Commercial Signage

A. The following signage shall be permitted while a permanent exterior sign is being made or is awaiting City review.

Number	Maximum Size	Removal	
One	Three square feet	Shall be removed within 30 days of being erected, unless an extension is approved by the Director	

B. Materials and Colors. Sign colors and materials should be selected to be compatible with the existing building designs and should contribute to legibility and design integrity.

C. Relationship to Other Signs. Where there is more than one sign on a site or building, temporary signage shall similarly treat or incorporate the following design elements:

1. Type of construction materials;
2. Sign/letter color and style of copy;
3. Method used for supporting sign (i.e., wall or ground base);
4. Sign cabinet or other configuration of sign area;
5. Illumination; and
6. Location of placement (i.e. above or adjacent to entryway).

17.40.060 Residential Zones.

A. Residential Zones. Permanent signs in residential zones shall be permitted, provided that signage does not exceed one sign per parcel and total sign area does not exceed two square feet.

17.40.070 Prohibited Signage.

The following signage shall be prohibited in all zones:

1. Signs visible from exterior areas of a building that are flashing, self-illuminated, neon, phosphorescent, glossy, incorporate internal lights or movement, and televisions or monitors which are used to attract attention to, advertise, announce, or communicate information of any kind to the public.
2. Signs which include strings of small lights around doors or windows.
3. Signs, displays or other installations that include balloons, streamers, or other similar notice-attracting features.
4. Inflatable signs.
5. Projecting signs.
6. Signs located in such a manner to constitute a potential traffic hazard or obstruct the view of any authorized traffic sign or signal device, or designed to resemble or conflict with any authorized traffic control sign.
7. Signs emitting audible sounds.
8. Signs in the public right of way, except for signs posted by a federal, state, or local governmental entity with permission of the City.

17.40.080 Removal of Abandoned Signs.

A. Termination of Approved Applications. Approved applications for signs and brackets shall be considered null and void when any of the following conditions are found to exist:

1. The sign was not built or placed in strict compliance with the conditions of the approval.
2. The sign was not placed on the site, in the approved location, within 90 days from the date of approval and no extension of time has been granted by the Director.
- 3.

B. Removal of Abandoned Commercial Signs. A sign may be deemed abandoned if, for a period of 90 days or more, the sign refers to a commercial use that no longer exists or a product or service which is no longer available at the premises where the sign is located, and the sign has remained in place or not been maintained to reflect a current commercial use.

Signs and supporting brackets abandoned due to a closing of a business, change in the business name, or for any other reason shall be removed by the permit holder and/or owner of the building or premises within 10 days from the date of the action that they are deemed abandoned by the Director. The Director's decision that a sign has been deemed abandoned shall be sent by certified mail to the permit holder at the last known address and to the property owner as shown on the latest County Assessor's roll. Said notice of decision shall include.

1. A general description of the sign or bracket;
2. That the reasonable costs of removal, as well as an administrative charge, may be assessed in accordance with local ordinance and placed as a lien on the property;
3. That the assessments can be avoided by removal of the sign or bracket within 10 days of the date of the notice;
4. That upon a finding of abandonment, written notification and removal of a sign located in the public right-of-way, the sign shall be held by the City for 15 days and then disposed of; and
5. Where the sign may be reclaimed prior to disposal.

An appeal may be filed within ten days of receipt of a written notice of the decision in accordance with section 17.54.040. The cost of removal of an abandoned sign and administrative charge shall be determined by City Council resolution.

17.40.090 Noncommercial Uses.

Any sign authorized in this chapter is allowed to contain noncommercial copy in lieu of any other copy. Any non-commercial use operated in a commercial zone of the City shall be permitted the same amount of signage as applied to commercial uses under this code.

SECTION 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. Effective Date. This ordinance is effective 30 days after its adoption.

SECTION 5. Publication. The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 2, 2021
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Sharon Friedrichsen - Director, Contracts and Budgets

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Receive a budget status update on the first quarter of Fiscal Year 2021-2022 and adopt Resolution 2021-072 approving budget amendments to the Fiscal Year 2021-2022 Adopted Budget totaling \$237,500

RECOMMENDATION:

Receive a budget status update on the first quarter of Fiscal Year 2021-2022 and adopt Resolution 2021-072 approving budget amendments to the Fiscal Year 2021-2022 Adopted Budget totaling \$237,500.

BACKGROUND/SUMMARY:

The purpose of this agenda item is to provide an update regarding the Fiscal Year 2021-2022 budget based upon the revenues received and expenses incurred through the first quarter (July 1- September 30, 2021) of the fiscal year. Overall, revenues are stronger than anticipated, especially transient occupancy taxes. Expenditures align with budget projections at this time. In addition, staff recommends Council approve four budget amendments at this time.

Revenue

The City's major three revenue sources are property taxes, sales and use taxes, and transient occupancy taxes. Property taxes received to date total approximately \$27,000, primarily due to timing. The City receives its first tranche of secured property tax, which typically represents 55% of the total budgeted secured property tax revenue, in late December-early January. The State remits sales and use taxes on a quarterly basis. The State sales taxes received to date includes an advance of approximately \$200,000. Measure C, local sales tax, totals approximately \$419,000. Sales and use taxes are trending similar to Fiscal Year 2019-2020 pre-pandemic and in alignment with current budget targets. Finance staff meet with the City's sales tax consultant, HdL Companies on November 3 to review projections for FY21-22. Transient occupancy tax (TOT) revenue of approximately \$2 million reflects remittance from the reporting period of July and August 2021. TOT is currently outpacing its budget target. Revenue from Charges for Services totals approximately \$673,000 (32% of the budget) while Other Revenue (which includes Business License Renewals) totals approximately \$1.3 million, or 35% of budget. Both of these revenues categories align with budget projections.

Revenue	Adopted Budget	7/1/21 - 9/30/21	Percentage Received
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		Receipts	
Property Taxes	\$ 7,629,510	\$ 27,418	0%
State Sales Tax (including public safety)	\$ 2,466,109	\$ 199,572	8%
Local Sales Tax-Measure C	\$ 4,206,660	\$ 418,617	10%
Transient Occupancy Tax	\$ 5,333,562	\$ 1,963,470	37%
Charge for Services	\$ 2,127,620	\$ 672,598	32%
Other	\$ 3,600,716	\$ 1,250,071	35%
Total	\$ 25,364,177	\$ 4,531,746	18%

Expenditures

The City's largest expenditure category is salaries and benefits, which account for 44% of the Fiscal Year 2021-2022 Adopted Budget. For the period of July through September, the salaries and benefits expenditures, inclusive of the annual Worker's Compensation insurance premium, total \$2,467,000. These expenditures represent of 22% of the total budgeted salaries and benefits expenses align with budget projections. Due to improvements in cash flow, largely due to increased TOT revenue, the City paid the annual unfunded pension liability (UAL) payment of approximately \$1.8 million in July, resulting in interest savings of \$61,000. Services and supplies expenditures total \$2,083,000, or 25% of the budget. Debt service payments are on track with the budget as well. Capital expenses currently reflect savings in spending due to timing.

Expense	Adopted Budget	7/1/21 - 9/30/21 Expenditures	Percentage Expended
Salaries/Benefits	\$ 11,080,986	\$ 2,467,312	22%
Pension	\$ 2,833,526	\$ 1,772,536	63%
Services/Supplies	\$ 8,258,879	\$ 2,083,008	25%
Debt Service	\$ 882,656	\$ 77,899	9%
Capital Outlay	\$ 2,374,580	\$ 20,443	1%
Workers Comp	\$ 116,158	\$ 15,890	14%
Total	\$ 25,546,785	\$ 6,437,088	25%

Budget Amendments

On April 6, 2021, Council adopted Resolution 2021-016 to provide funding for six public safety projects. Due to timing, the unspent project funds were not included within the Fiscal Year 2021-2022 Adopted Budget. The unspent funds are included as part of the overall fund balance within the General Fund and the Vehicle and Equipment Fund respectively at the close of the fiscal year on June 30, 2021. The purpose of the budget amendment is to re-budget funding for these various in the current fiscal year. Staff proposes to increase the budgeted revenue for transient occupancy taxes to offset most of these expenses, resulting in a net increase of \$237,500 to the overall Fiscal Year 2021-2022 Adopted Budget.

1. *Greenhouse Gas Emissions Study (\$20,000)*: The City Administrator executed an agreement with LSA on August 6, 2021 for assistance with the Climate Action Plan, which includes reviewing existing Greenhouse Gas (GHG) inventories for discrepancies and providing guidance on how to address them, GHG emission forecasting, and modeling GHG reductions for various practices and policies. The proposed budget amendment re-appropriates \$20,000 in funding to the current fiscal year to pay for forthcoming invoices from the consultant.
2. *Police Patrol Vehicle (\$65,000)*: The Police Department has ordered two patrol vehicles, including one vehicle funded within Fiscal Year 2020-2021 and the other funded within the Fiscal Year 2021-2022 Adopted Budget. The Department has not taken possession of the vehicles at this time due to manufacturing delays related to the pandemic. Due to timing, re-appropriating the Fiscal Year 2020-2021 funding of \$65,000 to the current fiscal year pays for the forthcoming invoices for the vehicle purchase.

In addition to funding these prior fiscal year projects, staff recommends a budget augmentation to the

Public Works Department. The first proposed amendment increases the contract services line item account within the Forest and Beach Division to allow the Public Works Department to perform various tree-related preventative maintenance activities prior to the start of the winter season. In particular, the proposed funding will facilitate the removal of 77 dead, diseased and/or hazardous trees; the grinding of 137 stumps (including the 77 new stumps associated with the proposed tree removals) and the trimming and pruning of 113 trees. The second proposed amendment utilizes revenue from parklet rent fees to pay for the costs associated with two new benches downtown.

3. *Forestry Tree Work Contract Services (\$150,000)*: The proposed budget augmentation allows the Public Works Department to contract for additional tree pruning and removal services prior to the winter season as a preventative measure.
4. *Downtown benches (\$2,500)*: The proposed budget amendment increases the material and supplies line item account within the Public Works Department to pay for the cost of new benches at Dolores Street and Ocean Avenue and at Lincoln Street and Eighth Avenue. Unanticipated revenue from restaurant parklet rental fee pays for the expense.

FISCAL IMPACT:

The proposed budget amendments increase the Fiscal Year 2021-2022 Adopted Budget by \$237,500. Staff recommends adjusting the projected transient occupancy tax revenue upward to fund the majority of the additional expenses. Unanticipated revenue from parklet rental fee funds the cost of the downtown benches.

PRIOR CITY COUNCIL ACTION:

Council adopted the FY 2021-2022 at its June 8 special meeting.

ATTACHMENTS:

Attachment #1- Resolution-Approve FY 21-22 Q1 Budget Amendments

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-072

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING BUDGET AMENDMENTS TOTALING \$237,500 TO THE FISCAL YEAR 2021-
2022 ADOPTED BUDGET**

WHEREAS, on April 6, 2021, Council adopted resolution 2021-016 that approved funding for several projects including a greenhouse gas study and the purchase of a Police vehicle; and

WHEREAS, due to timing, these projects were neither fully completed by June 30, 2021 or included within the Fiscal Year 2021-2022 Adopted Budget; and

WHEREAS, City Financial Policies (C94-01) require capital projects that are not encumbered or completed during the fiscal year to be re-budgeted to the next fiscal year with Council approval; and

WHEREAS, the City wishes to increase the budget for preventative trim trimming and tree and stump removal prior to the winter season and to install new benches downtown.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Approve budget amendments to the Fiscal Year 2021-2022 Adopted Budget as shown hereto in Exhibit A

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 2nd day of November, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Interim City Clerk

EXHIBIT A

General Ledger Account	Account Name	Purpose	FY 21-22 Adopted Budget	Adjustment Amount	FY 21-22 Amended Budget
102-000-00-31005	Hostelry Tax Revenue	Increase budgeted revenue	\$5,333,562	\$235,000	\$5,568,562
102-135-00-49001	Hostelry Tax Transfer Out-General Fund	Increase transfer out	5,333,562	235,000	5,568,562
102-000-00-39002	General Fund Transfer In-Hostelry Tax	Increase transfer in	5,333,562	235,000	5,568,562
101-119-43-42001	Public Works Environmental Compliance Contract Services	Increase budget for GHG emissions forecast study	124,765	20,000	144,765
101-119-45-42001	Public Works Forest & Beach Contract Services	Increase budget for tree services	180,000	150,000	330,000
101-130-00-49013	General Fund Transfer Out Vehicle Fund	Transfer out for purchase of patrol car	0	65,000	65,000
503-000-00-39001	Vehicle/Equipment Fund-Transfer In General Fund	Transfer In for purchase of patrol vehicle	0	65,000	65,000
503-513-00-43002	Vehicle/Equipment Fund-Vehicles & Fire Trucks	Increase budget for vehicle	260,000	65,000	325,000
101-000-00-33001	General Fund Revenues Parking Stall Use Permit	Increase revenue from parklet rental fees	15,000	2,500	17,500
101-119-40-42105	Public Works Administration Materials/Supplies	Increase budget for downtown benches	51,500	2,500	54,000



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 2, 2021
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of a permanent encroachment permit application (EN 21-187, Stilwell) to install an underground grease interceptor in the public right of way between the sidewalk and the curb on the east side of San Carlos Street near the corner of 5th Avenue.

RECOMMENDATION:

Consider and provide a determination on an application (EN 21-187) to install an underground grease interceptor in the public right of way between the sidewalk and the curb on the east side of San Carlos Street near the corner of 5th Avenue.

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY

The applicant is requesting a permanent encroachment permit which would allow for an underground grease interceptor, also known as a “grease trap” to be installed in the public right of way to serve the on-site restaurant. A maintenance agreement has been included as part of the application, as well as landscaping and sidewalk improvements along San Carlos Street.

BACKGROUND AND PROJECT DESCRIPTION

The overall project site, a 33,000 square foot lot, contains an existing 19,545 square-foot, 42-room hotel known as the Carmel Lodge which is currently undertaking a renovation that was approved by the Planning Commission in April, 2021. The hotel is currently composed of two separate buildings. “Building A” predominantly fronts on San Carlos Street, and “Building B” fronts on Mission Street with an on-site parking lot. Building A contains a restaurant, which is completing an interior remodel as part of the overall project. During the building permit process, the property owner was made aware by the Carmel Area Wastewater District (CAWD) of the requirement to update and increase the size of the grease interceptor which separates various organic matter out of the water coming from the dishwashing process before it can get into sewer system. Since the infrastructure of the kitchen was not proposed to be significantly altered during the property remodel approved by the Planning Commission, the applicant has stated that placing the grease interceptor on the inside of the building would take up too much space and cause operational issues. Staff explored other opportunities with the applicant for the grease interceptor to be located outside, including to the east of the restaurant in the hotel’s parking lot. Although technically feasible, this would be a non-preferable solution in staff’s opinion due to topography and vegetation including significant

upper canopy trees. The parking lot is uphill from the restaurant, which would require a pump to ensure that the wastewater did not back up into the restaurant. Pumps can fail, and are subject to power outages. Additionally, two (2) significant trees exist on the east side of the restaurant which would pose potential root related issues during trenching/digging and into the future with intrusion into the system.

With a desire to keep the grease interceptor out of the building, and to allow for a gravity-flow system, the applicant is requesting the City grant a permanent encroachment permit for it to be installed in the public right-of-way. The proposed location is also where the restaurant's underground sewer lateral and cleanout currently exist, between the edge of the sidewalk and the curb along San Carlos Street, immediately north of 5th Avenue (See Attachment 1). The interceptor would be set underground, and accessed via a 4'x4' removable utility cover. The cover would essentially be a removable 'tray' that is filled with bricks to match the existing sidewalk. Access to the interceptor for maintenance and pumping would be directly from San Carlos Street, and would not need to cross the sidewalk since the access lid would be adjacent to the street. If the City Council is inclined to grant the encroachment permit, staff has worked with the applicant to include right-of-way frontage improvements along the San Carlos side of the Carmel Lodge that would be included as conditions of approval. These improvements would include all new landscaping, and replacement of the portion of asphalt sidewalk with bricks to match the rest of the sidewalk up to the northern property line.

In initial conversations with the applicant, City Staff had serious concerns about a permanent encroachment for a grease trap with no assurances that it would be maintained to prevent leaks or other issues, especially into the future under potentially different ownership. Subsequently, an operation, maintenance and service agreement (Attachment 2) has been drafted to be included as a condition of approval to require the grease interceptor to be kept in safe working order for the life of the project. The maintenance agreement contains language that would pass responsibility for this requirement on to any subsequent property owners, and would need to be recorded with the County as part of the condition of approval. This measure would ensure that future owners are required to maintain the system pursuant to the same standards as the current owner, which are laid out in 'Exhibit D' of the maintenance agreement. Some of these standards include: weekly visual inspections by management, monthly scheduled pumping, manufacture recommended cleaning methods, yearly inspections by a certified technician, and detailed record keeping of inspections and maintenance.

Section 12.08.050 of the Carmel Municipal Code (CMC) grants authority to the City administrator to approve encroachment permit applications that conform to the Encroachment Application Review Standards (CMC 12.08.060). CMC section 12.08.050 also gives the City Administrator the authority to refer encroachment permit applications to the City Council for determination. In this case, given the unique nature of the proposal and the level of public interest in the application, the City Administrator has exercised his authority to elevate this decision to the Council. The City Administrator will be prepared at the hearing to provide his opinion on the merits of the encroachment as the effective "junior hearing body" for this matter. The decision by the Council would be final in this case, as there would be no appeal authority or administrative remedies remaining within the City's regulatory framework. In considering this application, the Council should refer to CMC section 12.08.060 - Encroachment Application Review Standards, which essentially function as the findings required for approval. This section, in whole, has been included as Attachment 3 for convenience. Since the Code does not require approval via resolution when elevated, the Council does not need to adopt a resolution in this case. The decision can be made by a simple motion to approve or deny the application and a majority vote.

ENVIRONMENTAL REVIEW

Staff recommends the project be found categorically exempt from the California Environmental Quality Act (CEQA), State CEQA guidelines and local environmental regulations, pursuant to Section 15303 (Class 3) – New Construction or Conversion of Small Structures. Class 3 exemptions include, but are not limited to

the construction of small facilities or structures and the installation of new small equipment. The proposed project consists of the installation of an underground grease interceptor. The project does not change the existing or former use of the property and does not present any unusual circumstances that would result in a potentially significant environmental impact as proposed and conditioned. No exceptions apply to the exemption pursuant to Section 15300.2 of the CEQA guidelines.

FISCAL IMPACT:

All costs associated with construction and maintenance will be covered by the project applicant.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1 - Project Plans

Attachment 2 - Maintenance Agreement

Attachment 3 - CMC Section 12.08.060



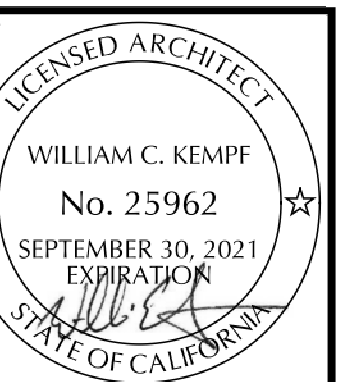
TENANT IMPROVEMENTS FOR
FORAY RESTAURANT
ON SAN CARLOS STREET AT 5TH AVENUE, CARMEL, CALIFORNIA

SITE PLAN

AWARD DATE:	APRIL 20, 2021
U.S. N.	010-131-026-000
AGENT NAME:	CHANG & SINGER
PROJECT NAME:	FORAY RESTAURANT

REVISIONS	
DESCRIPTION	DATE
PLAN CHECK 1	6/23/21

VAL STAMP

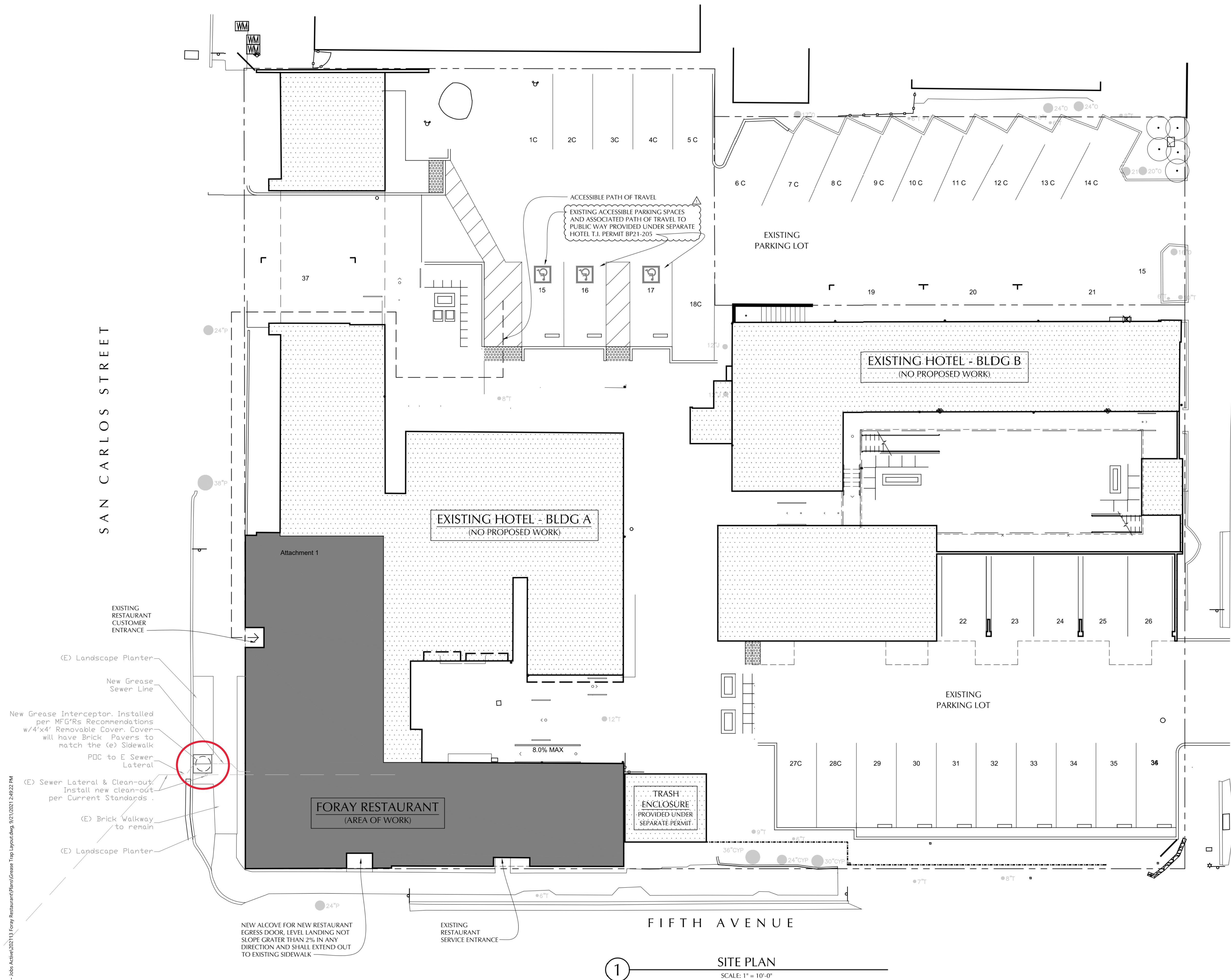


CLAIMER

THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF WILLIAM C. KEMPF, ARCHITECTS. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE ALTERED, PRODUCED, OR USED WITHOUT THE SENT OF THE ARCHITECTS. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ARCHITECTS. UNAUTHORIZED USE IS PROHIBITED.

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A2.1



GENERAL SHEET NOTES

1. ALL ACCESSIBILITY REQUIREMENTS SHOULD BE IN ACCORDANCE WITH THE 2019 C.B.C.
2. ALL ACCESSIBLE PATH SHALL HAVE A 5% MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL. 2% MAX. CROSS SLOPE, 1/2" MAXIMUM ABRUPT CHANGE IN ELEVATION AND A MINIMUM WIDTH OF 48".
3. ALL ACCESSIBLE DOOR THRESHOLDS SHALL BE 1/2" MAX.
4. 36" WIDE CONTINUOUS DETECTABLE WARNINGS SHALL BE PROVIDED WHERE AN ACCESSIBLE PATH CROSSES OR ADJOINS A VEHICULAR WAY OR POTENTIAL HAZARD.
5. THE ACCESSIBLE BUILDING ENTRANCE SHALL BE PROVIDED WITH AN INTERNATIONAL SYMBOL OF ACCESSIBILITY PER C.B.C. 11B-216.6.

WHEN RECORDED MAIL TO:

City Clerk
City of Carmel-by-the-Sea
PO Box CC
Carmel-by-the-Sea, CA 93921

THIS SPACE FOR RECORDERS USE ONLY

**AGREEMENT FOR GREASE INTERCEPTOR SYSTEM
OPERATION, MAINTENANCE AND SERVICE CONTRACT REQUIREMENTS
FOR CARMEL LODGE, APN 010-131-026-000**

**AGREEMENT FOR GREASE INTERCEPTOR SYSTEM
OPERATION, MAINTENANCE AND SERVICE CONTRACT REQUIREMENTS
FOR CARMEL LODGE, APN 010-131-026-000**

THIS AGREEMENT FOR GREASE INTERCEPTOR SYSTEM OPERATION, MAINTENANCE, AND SERVICE CONTRACT REQUIREMENTS ("Agreement") is made and entered into in the City of Carmel-by-the-Sea, California, this 16th day of September, 2021 by and between Mark and Susan Stilwell, hereinafter referred to as "Owner", and the City of Carmel-by-the-Sea ("City"), a municipal corporation. This Agreement applies to the property in the County of Monterey, State of California, referred to as APN No. 010-131-026-000. The Agreement is subject to the following recitals:

RECITALS

WHEREAS, the Owner owns real property ("Property") in the City of Carmel-by-the-Sea, County of Monterey, State of California, more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Planning Commission of the City of Carmel-by-the-Sea approved Design Review Application No. DR 21-019 and Use Permit No. 21-019 for the subject property, attached hereto as Exhibit "B", which consists of an addition to and remodel of the Carmel Lodge, including a restaurant; and

WHEREAS, the installation of a grease interceptor is required for any restaurants located in the City; and, due to site constraints, the Owner requested that the new grease interceptor for the restaurant located on the premises be installed in the public right-of-way, underneath the sidewalk to the west of the proposed restaurant, as shown on the site plan attached hereto as Exhibit "C"; and

WHEREAS, the City of Carmel-by-the-Sea Municipal Code Chapter 17.42, "Stormwater Quality and Utility," regulates urban stormwater quality and provides requirements, known as Best Management Practices (BMPs), for managing and controlling stormwater quality and non-stormwater discharges to the storm drain system; and

WHEREAS, a grease interceptor located in the public right-of-way requires a permanent encroachment permit, as well as ongoing inspections, maintenance, and verification of ongoing maintenance by Owner and the Owner's successors in interest to avoid potential impacts to the storm drain system; and

WHEREAS, private property owners are responsible for the maintenance of their private sanitary sewer facilities from the private property up to the connection point with the sanitary sewer main line, and the proposed grease interceptor, along with the sewer lines connecting to it from the private property to the sanitary sewer main line, is the sole responsibility of the Owner in accordance with the terms of this Agreement including its installation, operation, maintenance and replacement; and,

WHEREAS, the Owner is aware that periodic maintenance is required to assure peak performance of the grease interceptor; and furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to waste disposal methods, in effect at the time such maintenance occurs.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual stipulations and agreements contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. **Responsibility for Operation and Maintenance of Grease Interceptor:** Owner shall diligently

**AGREEMENT FOR GREASE INTERCEPTOR SYSTEM
OPERATION, MAINTENANCE AND SERVICE CONTRACT REQUIREMENTS
FOR CARMEL LODGE, APN 010-131-026-000**

maintain the grease interceptor and associated sanitary sewer lines in a manner that maintains the full flow capacity at all times. An Operation and Maintenance Plan is included as Exhibit "D". All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of any material(s) from the grease interceptor and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the maintenance frequency, the quantity of material(s) removed, and disposal destination.

2. **Owner consents and agrees** to inspect and maintain the grease interceptor based on the schedule and procedures identified in the Operation and Maintenance Plan (Exhibit "D"). Each year during a period beginning on September 1 and ending no later than September 30, and at the time of any sale or other transfer of title to the Property, Owner shall provide the City with a Maintenance Certificate in the form attached hereto marked Exhibit "E" and by this reference incorporated herein certifying that the grease interceptor and associated sanitary sewer lines have been recently inspected and are functioning in compliance with the Operation and Maintenance Plan or, if the grease interceptor was not in compliance with the Operation and Maintenance Plan, what measures have been taken to bring the grease interceptor and the maintenance thereof into compliance with the Operation and Maintenance Plan. Proof of maintenance, such as copies of maintenance records and/or receipts, shall be included with the Maintenance Certificate.
3. **Right of Access:** Owner hereby provides the City or City's agent complete access, of any duration, to the grease interceptor and its immediate vicinity, at any time, upon reasonable notice, or in the event of emergency, as determined by the Public Works Director, with no advance notice, for the purpose of inspection, and in case of emergency, to undertake, in the City's sole discretion, necessary remedial actions and repairs at Owner's expense as provided in paragraph 4 below.
4. **Penalty and Revocation of Agreement:** In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement or if the grease interceptor does not function in a manner that prevents grease and wastewater impacts to the sidewalk, street, gutter, or storm drain system, then the Owner shall be subject to monetary fines per day or per occurrence in accordance with Chapter 17.42, "Stormwater Quality and Utility" of the Carmel-by-the-Sea Municipal Code, and any cleanup of the sidewalk, street, gutter, or storm drain system resulting from the malfunction or inadequate maintenance of the grease interceptor shall be the sole responsibility of the Owner. The City, at its sole discretion, may revoke this agreement and the associated encroachment permit, and require the removal of the grease interceptor and associated sanitary sewer lines, and their relocation onto private property, at the Owner's expense.
5. **Recording:** This Agreement shall be recorded in the Office of the Recorder of Monterey County, California, at the expense of the Owner, and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth.
6. **Attorney's Fees:** In event of legal action occasioned by any default or fault of the Owner, or its successors or assigns, the Owner and its successors or assigns agree(s) to pay all costs incurred by the City in enforcing the terms of this Agreement, including attorney's fees and costs. In the event of legal action occasioned by any default or fault of the City, the City agrees to pay all costs incurred by the Owner and its successors or assigns in enforcing the terms of this

**AGREEMENT FOR GREASE INTERCEPTOR SYSTEM
OPERATION, MAINTENANCE AND SERVICE CONTRACT REQUIREMENTS
FOR CARMEL LODGE, APN 010-131-026-000**

Agreement, including attorneys' fees and costs.

7. **Covenant:** It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.
8. **Binding on Successors:** The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Such notice shall include the Operations and Maintenance Plan. The transfer of this information shall also be required with any subsequent sale of the property. Owner shall provide a copy of such notice to the City at the time of property transfer.
9. **Indemnity and Insurance:** The Owner, its heirs, successors, executors, administrators and assigns agree to defend, indemnify and hold harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences or claims (collectively, "Claims") which might arise or be asserted against the City and which are connected with the construction, operation, existence or maintenance of the grease interceptor by the Owner; provided, however, that notwithstanding the foregoing, the Owner, its heirs, successors, executors, administrators and assigns shall have no obligation to defend, indemnify or hold harmless pursuant to this Section 9 for any Claims arising from the willful acts or omissions, or negligence, of the City or any other public entities, their officials, employees, or agents. The Owner shall maintain liability insurance with amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate covering occurrences associated with the permanent encroachment, and shall name City, its officers and employees as an additional insured on such liability policy. The Owner shall provide the City with proof of insurance annually as required by the City.
10. **Notice:** Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

**AGREEMENT FOR GREASE INTERCEPTOR SYSTEM
OPERATION, MAINTENANCE AND SERVICE CONTRACT REQUIREMENTS
FOR CARMEL LODGE, APN 010-131-026-000**

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

By:

Signature

Name: Chip RerigTitle: City Administrator

By:

Signature

Name: Mark E. StilwellTitle: Owner

Signature

Susan Catlin Stilwell
Owner

List of Exhibits

- A. Plat and Legal Description
- B. Planning Approval resolution
- C. Site Plan with Grease Interceptor
- D. Operations and Maintenance Plan
- E. Maintenance Certificate

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Monterey

On September 14, 2021, before me, CHERYL BURRELL, Notary Public,
Insert Name and Title of the Officer

personally appeared Mark E. Skilwell and Susan C. Skilwell

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature Cheryl Burrell (Seal)

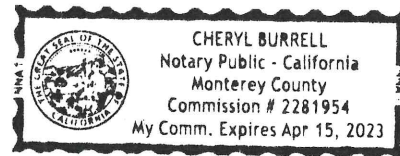


Exhibit A-1

REAL PROPERTY DESCRIPTION

PARCEL I:

LOT 13, BLOCK 50, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA", FILED FOR RECORD IN VOLUME 1 OF MAPS OF CITIES AND TOWNS AT PAGE 2, RECORDS OF MONTEREY COUNTY, CALIFORNIA

PARCEL II:

LOTS 14, 15, 16, 17, 18, 19 AND 20 AND THE SOUTH 10 FEET OF LOT 12 IN BLOCK 50, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA", FILED FOR RECORD IN VOLUME 1 OF MAPS OF CITIES AND TOWNS, AT PAGE 2, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

APN: 010-131-025-000 (Affects Parcel I) and 010-131-026-000 (Affects Parcel II)

TAX CODE AREA

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 010 PAGE 13-9



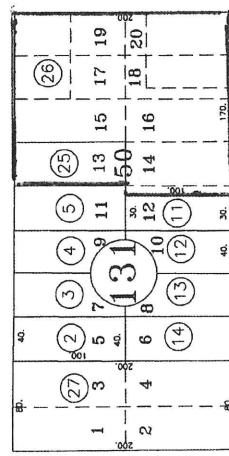
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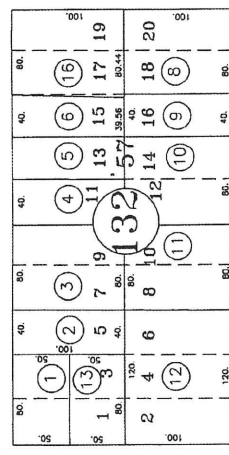
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MISSION

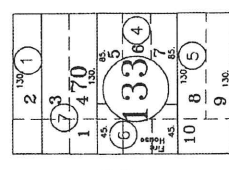
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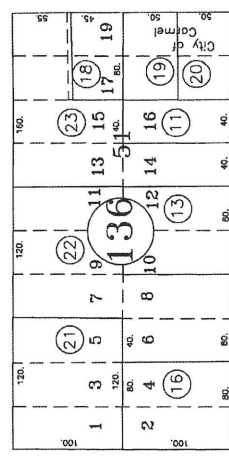


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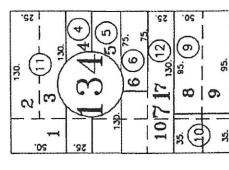
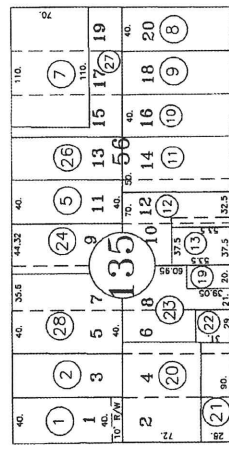
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SAN CARLOS

ST



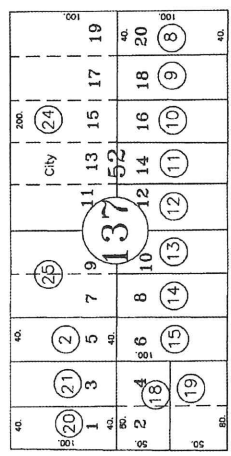
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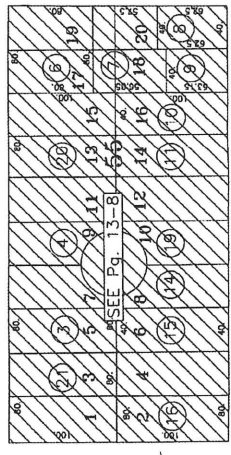
14-9

DOLORES

ST



4TH



6TH



OCEAN

LINCOLN

ST

22-5



20-1

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

CARMEL BY THE SEA

BLOCKS 50,51,52,55,56,57,70,71 & 72

21-4

Exhibit A-2

Attachment 2

CITY OF CARMEL-BY-THE-SEA
PLANNING COMMISSION

PLANNING COMMISSION RESOLUTION NO. 2021-044-PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA APPROVING
A USE PERMIT FOR THE ESTABLISHMENT OF A FULL-LINE RESTAURANT LOCATED AT THE
NORTHEAST CORNER OF SAN CARLOS AND FIFTH AVENUE
APN: 010-131-026

WHEREAS, business owner Caroline Singer ("Applicant") on behalf of property owners Mark & Susan Stilwell submitted an application requesting approval of a Use Permit application "UP 21-197, Foray" described herein ("Application"); and

WHEREAS, the project is located at the northeast corner of San Carlos Street and Fifth Avenue (Block: 50, Lot: 14-20) in the Service Commercial (SC) District; and

WHEREAS, the Application was deemed complete on July 23, 2021; and

WHEREAS, the Applicant is requesting to establish a full-line restaurant and in accordance with Chapter 17.14.030 (Land Use Regulations) of the Carmel Municipal Code, requires a Use Permit approved by the Planning Commission; and

WHEREAS, a Coastal Development Permit is not required because the project does not constitute "development" under the California Coastal Act; and

WHEREAS, the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA"), together with State Guidelines (14 California Code Regulations §§ 15000, et seq., the "CEQA Guidelines") and City Environmental Regulations (CMC 17.60) require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, pursuant to CEQA regulations, the Application is categorically exempt under Section 15301 (Class 1), Existing Facilities and no exceptions to the exemption exist pursuant to section 15300.2 of the CEQA Guidelines; and

WHEREAS, notice of the public hearing was published in compliance with State law (California Government Code 65091), as well as hand-delivery of the public notice by the Applicant to each occupant within a 100-foot radius of the project site indicating the date and time of the public hearing; and

WHEREAS, on August 11, 2021, the Planning Commission held a public hearing to receive public testimony regarding the Application, including without limitation, information provided to the Planning Commission by City staff and public testimony on the Use Permit application; and

Resolution No. 2021-044-PC

Page 2 of 6

WHEREAS, this Resolution and its findings are made based upon evidence presented to the Commission at the hearing including, without limitation, the staff report and attachments submitted by the Community Planning and Building Department; and

WHEREAS, the Planning Commission did hear and consider all said reports, attachments, recommendations and testimony herein above set forth and used their independent judgement to evaluate the project; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Carmel-By-The-Sea does hereby make the following findings and determinations regarding the Use Permit:

FINDINGS REQUIRED FOR USE PERMIT APPROVAL (CMC 17.64.010 & 17.64.020)		
For each of the required Use Permit findings listed below, staff has indicated whether the submitted plans support adoption of the findings. For all findings checked "no" the staff report discusses the issues to facilitate the Planning Commission decision-making. Findings checked "yes" may or may not be discussed in the report depending on the issues.		
Municipal Code Finding	YES	NO
1. That the proposed use will not be in conflict with the City's General Plan.	✓	
2. That the proposed use will comply with all zoning standards applicable to the use and zoning district.	✓	
3. That granting the use permit will not set a precedent for the approval of similar uses whose incremental effect will be detrimental to the City, or will be in conflict with the General Plan.	✓	
4. That the proposed use will not make excessive demands on the provision of public services, including water supply, sewer capacity, energy supply, communication facilities, police protection, and fire protection.	✓	
5. That the proposed use will not be injurious to public health, safety or welfare.	✓	
6. That the proposed use will be compatible with surrounding land uses and will not conflict with the purpose established for the district within which it will be located.	✓	
7. That the proposed use will not generate adverse impacts affecting health, safety, or welfare of neighboring properties or uses.	✓	
8. That allowing the proposed use will not conflict with the City's goal of achieving and maintaining a balanced mix of uses that serve the needs of both local and nonlocal populations.	✓	
9. That proposed use will provide adequate ingress and egress to and from the proposed location.	✓	
10. That the capacity of surrounding streets is adequate to serve the automobile and delivery truck traffic generated by the proposed use.	✓	

BE IT FURTHER RESOLVED, that the Planning Commission of the City of Carmel-by-the-Sea does hereby approve a Use Permit (UP 21-197, Foray) to establish a Full-Line Restaurant located

Resolution No. 2021-044-PC

Page 3 of 6

at the northeast corner of San Carlos Street and Fifth Avenue (APN: 010-131-026) subject to the Conditions of Approval below:

CONDITIONS OF APPROVAL		
No.	Standard Conditions	
1.	Authorization. Approval of Use Permit (UP 21-197, Foray) authorizes the establishment of a Full-Line Restaurant in a 3,183 square-foot commercial tenant space located at the northeast corner of San Carlos Street and Fifth Avenue, in the Service Commercial (SC) District as depicted in the application, plans and associated documents prepared by William C. Kempf Architects stamped approved and on file in the Community Planning & Building Department, unless modified by the conditions of approval contained herein.	✓
2.	Codes and Ordinances. The project shall be constructed in conformance with all requirements of the Service Commercial (SC) District. All adopted building and fire codes shall be adhered to in preparing the working drawings. If any codes or ordinances require design elements to be changed, or if any other changes are requested at the time such plans are submitted, such changes may require additional environmental review and subsequent approval by the Planning Commission.	✓
3.	Permit Validity. This approval shall be valid for a period of 6 months from the date of final action unless an active building permit has been issued and maintained for any proposed construction.	✓
4.	Water Use. Approval of this application does not permit an increase in water use on the project site without adequate supply. Should the Monterey Peninsula Water Management District determine that adequate water is not available for this site, this permit will be scheduled for reconsideration and appropriate findings prepared for review and adoption by the Planning Commission.	✓
5.	Modifications. The applicant shall submit in writing, with revised plans, to the Community Planning and Building staff any proposed changes to the approved project plans prior to incorporating those changes. If the applicant changes the project without first obtaining City approval, the applicant will be required to submit the change in writing, with revised plans, within 2 weeks of the City being notified. A cease work order may be issued any time at the discretion of the Director of Community Planning and Building until: a) either the Planning Commission or Staff has approved the change, or b) the property owner has eliminated the change and submitted the proposed change in writing, with revised plans, for review. The project will be reviewed for its compliance to the approved plans prior to final inspection.	✓
6.	Indemnification. The applicant agrees, at his or her sole expense, to defend, indemnify, and hold harmless the City, its public officials, officers, employees, and assigns, from any liability; and shall reimburse the City for any expense incurred, resulting from, or in connection with any project approvals. This includes any appeal, claim, suit, or other legal proceeding, to attack, set aside, void, or annul any project approval. The City shall promptly notify the applicant of any legal proceeding, and shall cooperate fully in the defense. The City may, at its sole discretion, participate in	✓

Resolution No. 2021-044-PC

Page 4 of 6

	any such legal action, but participation shall not relieve the applicant of any obligation under this condition. Should any party bring any legal action in connection with this project, the Superior Court of the County of Monterey, California, shall be the situs and have jurisdiction for the resolution of all such actions by the parties hereto.	
7.	Conditions of Approval. All conditions of approval for the Planning permit(s) shall be printed on a full-size sheet and included with the construction plan set submitted to the Building Safety Division.	✓
SPECIAL CONDITIONS		
8.	Alcohol Sales. Any sale of alcoholic beverages shall be subordinate to this primary use.	✓
9.	Prohibitions. Drive-in, formula, and fast food establishments are prohibited.	✓
10.	Alcohol Service. Substantially all foods from the standard menu shall be available for purchase during the hours that alcoholic beverages are being served.	✓
11.	Full-Line Restaurant, Bar Seating. The applications, menus, and plans indicate that the business will primarily be a restaurant – full-line and that no more than 20 percent of the total number of seats are at a bar or in a separate bar room. If the restaurant use does not meet this standard, the standards in subsection (l)(2) of this section, Drinking Places, shall also apply to the use.	✓
12.	Menus. Customers shall be provided with individual menus while seated at a table or counter.	✓
13.	Maximum Occupancy. The maximum seating capacity shall not exceed the standards in the State Uniform Building and Fire Codes, the number of seats approved by the Planning Commission through public review, or the number of seats in the previous business, whichever is less. The seating capacity shall be posted on the premises.	✓
14.	Outdoor Seating. Outside seating may be allowed subject to Chapter 17.58 CMC, Design Review.	✓
15.	Off-Site Consumption of Food. Food sold for consumption off the premises shall be incidental to the primary use. Such food shall be placed in covered containers or wrappings, and all house-brand labeled food store goods such as vinegar, oils, and salad dressings shall be prepackaged and sealed.	✓
16.	Trash Storage. Adequate facilities shall be provided on the site for the closed storage of trash and garbage generated by the use. The on-site storage shall be designed so that the area can be cleaned and the refuse removed without creating a public nuisance and without being placed on the sidewalks or other public ways. If the method of cooking used will generate hot ashes, a storage facility and disposal method shall first be approved by the Fire Department.	✓
17.	Restrooms. At least one restroom shall be available for use by both sexes within, or conveniently adjacent to, the specific business premises and on the same property on which the use is located. This restroom shall comply with all provisions of the State Uniform Building and Plumbing Codes as to the required size, location, and accessibility standards, and shall be available for use by both the employees and patrons of the business.	✓

Resolution No. 2021-044-PC

Page 5 of 6

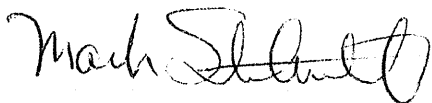
18.	Prohibited Food Packaging. Except as provided in CMC 8.68.070, no restaurant shall provide prepared food to its customers in CFC-processed food packaging or polystyrene food packaging, nor shall any restaurant purchase, obtain, keep, sell, distribute, provide to customers, or otherwise use in its business any CFC-processed food packaging or polystyrene food packaging. Restaurants shall retain each supplier's written statement for 12 months from the date of receipt of any food packaging from that supplier.	✓
19.	Disposable Food Packaging. All restaurants within the City of Carmel-by-the-Sea utilizing disposable food packaging shall exclusively use biodegradable/compostable or recyclable products. Each restaurant shall maintain written records as detailed in CMC 8.68.030(A)(2) and (3) evidencing its compliance with this section.	✓
20.	Single-Use Beverage Straws. Restaurants shall provide single-use beverage straws only when requested by a customer. Restaurants shall provide single-use disposable to-go utensils only when requested by a customer.	✓
21.	Disposable Food Service Ware. All restaurants utilizing any disposable food service ware shall use biodegradable/compostable or recyclable products. Compostable products must be ASTM-certified.	✓
22.	Nonfood Merchandise. The sale of nonfood merchandise directly related to the restaurant use is allowed if incidental to the primary use.	✓
23.	Exterior Modifications & Signage. This approval does not authorize any exterior modifications to the building or the installation of any exterior signage. A separate Design Review and Sign applications shall be submitted for review and approval by the Community Planning and Building Department.	✓
24.	Number of Seats. This Use Permit approval allows for up to 80 102 interior seats of which no more than 20% (16 20 seats) may be located at the bar.	✓
25.	Hours of Operation. This Use Permit approval allows for the full-line restaurant to operate from 7 am – 12 am (midnight), seven days a week.	✓

Acknowledgement and acceptance of conditions of approval.

Applicant Signature

Printed Name

Date



mark silwell

08/24/2021

Property Owner Signature

Printed Name

Date

Once signed, please email to mwaffle@ci.carmel.ca.us

Resolution No. 2021-044-PC

Page 6 of 6

PASSED AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF CARMEL-BY-THE-SEA this 11th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

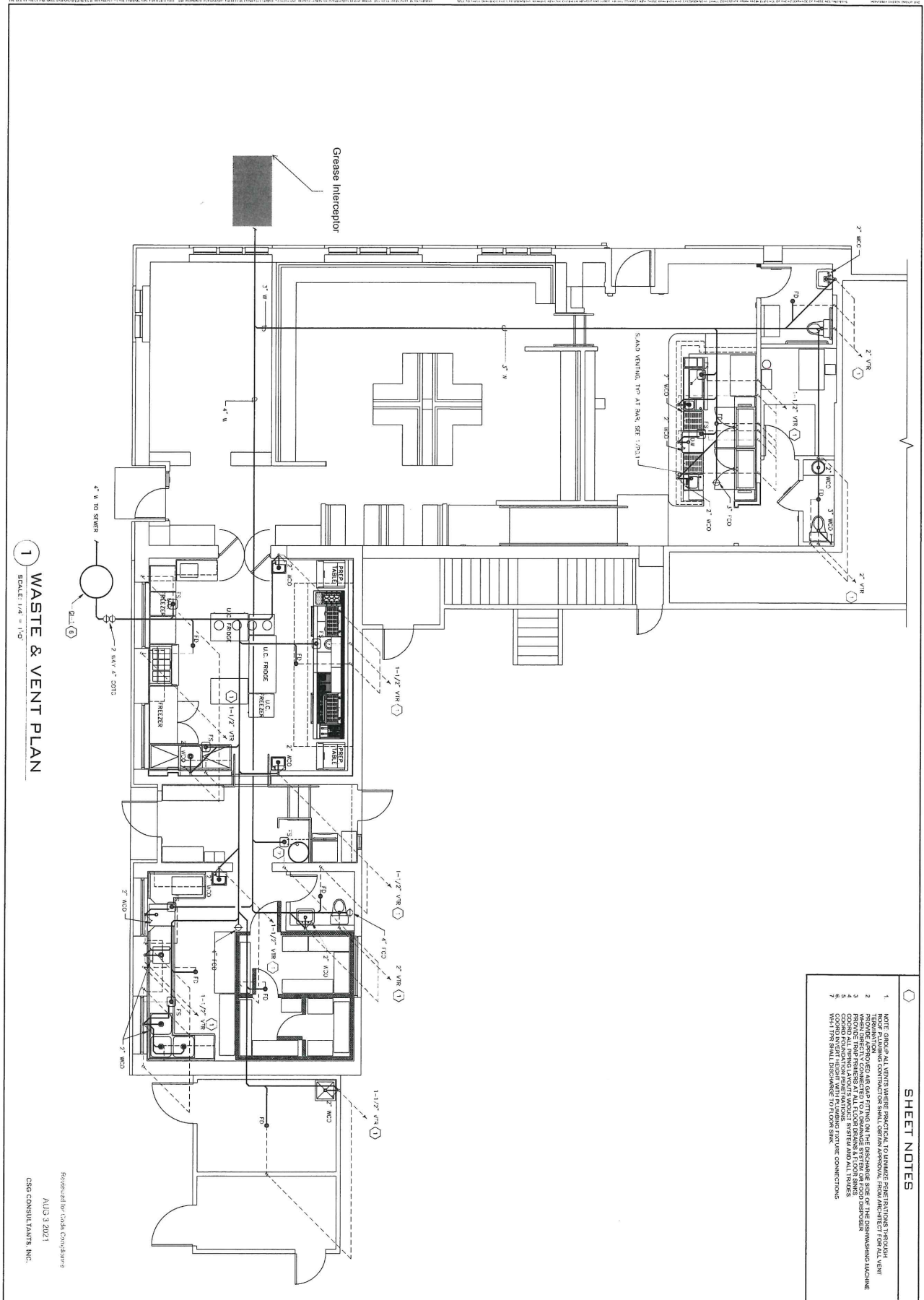
ABSTAIN:

APPROVED:

ATTEST:

Michael LePage
Chair

Margi Perotti
Planning Commission Secretary



FORAY RESTAURANT SAN CARLOS STREET & 5TH AVENUE CARMEL, CA 93923				MONTEREY ENERGY GROUP Consulting Mechanical Engineering 26445 Carmel Rancho Blvd., Suite 8, Carmel, CA 93923 617.248.7900 www.montereyenergygroup.com 617.248.7901 FAX	
WASTE & VENT PLAN					
DATE	06/18/21	REVISIONS: 1 BY: 1			
SCALE	AS NOTED				
DRAWN	MEG				
CHECKED	MEG				
FILE NAME					
SHEET					
P2.1					
DESIGN BY: MEG					

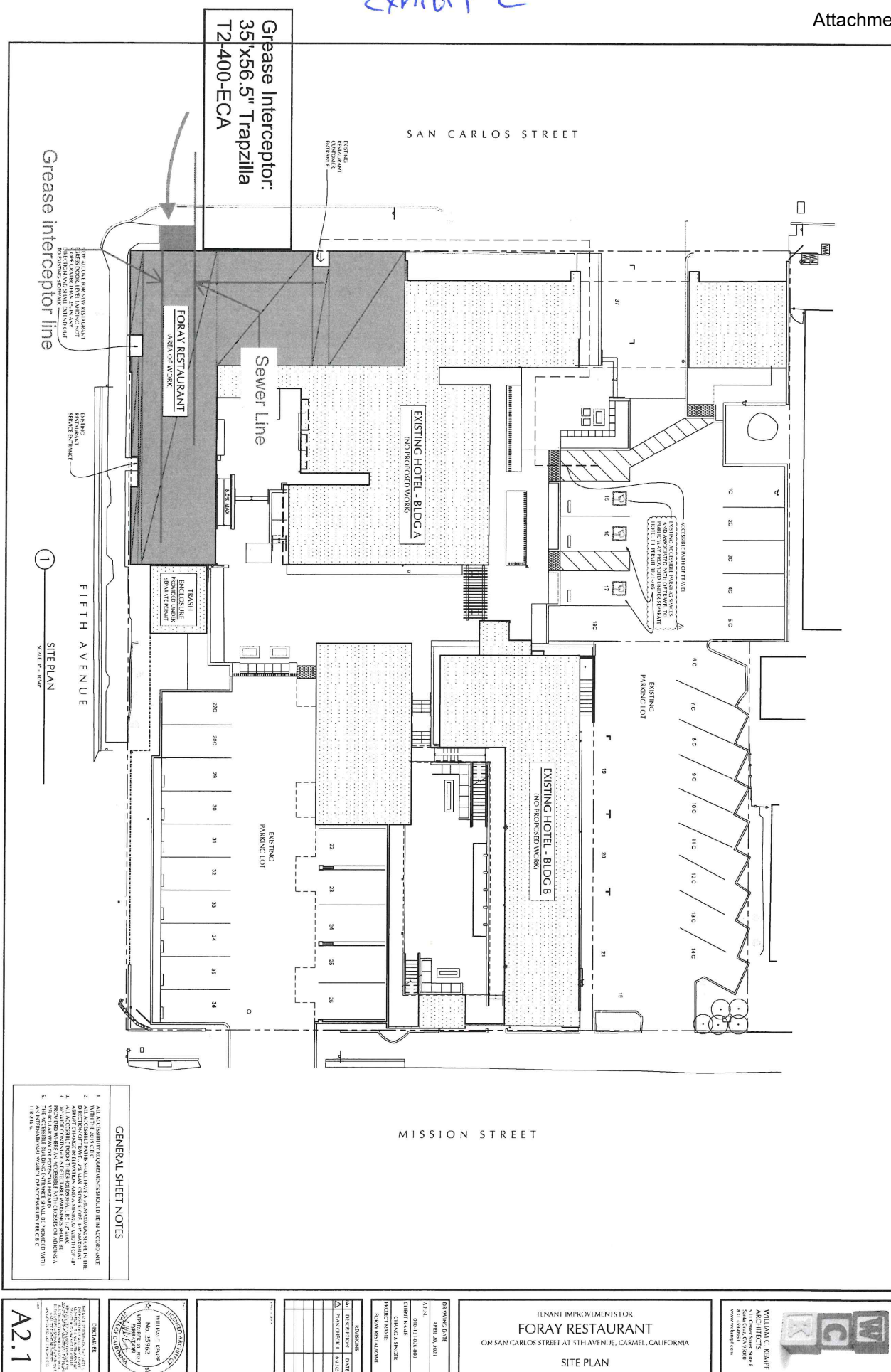


Exhibit D Operations and Maintenance Plan

OPERATION: The Trapzilla Grease Interceptor to be installed is a passive, gravity-type grease interceptor with no moving or mechanical parts. To ensure the proper operation of the grease interceptor, all staff will be trained to properly dispose of all Fats, Oil, and Grease (FOG) in the restaurant's grease recycling container.

MAINTENANCE: The grease interceptor will be visually inspected by management once per week. The interceptor will have grease and solids removed through pumping by a certified service technician once per month – this process involves fully removing the lid of the interceptor and removing the grease from the top of the main chamber, before inserting a hose all of the way to the bottom of the interceptor to ensure that all solids have been entirely removed.

Per the City of Carmel:

- 1) The storm drain inlet located in the vicinity of the grease trap will be covered during monthly pumping and servicing.
- 2) Any grease spills on the sidewalk or in the gutter will be cleaned up using an absorbent material. Any water used for cleanup must be collected and disposed of in an indoor drain.

Per the manufacturer's manual:

- 1) Mechanical crust breaking devices will not be used.
- 2) Grinding augers will not be used.

SERVICE: The grease interceptor will undergo a comprehensive yearly inspection by a certified service technician at least once per year in September.

RECORD KEEPING: Management will keep records and logs of the weekly inspections and monthly pumping. These records will be available for review by the City upon request. A copy of the annual comprehensive inspection report will be provided to the City with the annual maintenance certificate.



City of Carmel-by-the-Sea
Grease Interceptor Facilities
Annual Maintenance Certificate
For Calendar Year _____

I, _____ certify that the grease interceptor located at

Print Name

_____(Location), associated with
the private property at _____ (APN), has been properly
operated and maintained during the preceding year in accordance with the grease interceptor's
Operation and Maintenance Plan, and has been recently inspected during a period beginning on
September 1 and ending no later than September 30 and repaired as necessary to ensure
continued proper operation.

(Attach copies of any maintenance records and/or receipts, if applicable)

Signature

Date

Title

This Certificate shall be submitted to the City of Carmel-by-the-Sea no later than October 1 annually.

Pursuant to City of Carmel-by-the-Sea Municipal Code Title 17.42 Stormwater Quality and Utility, the Public Works Director or designee maintains the authority, whenever reasonably necessary, to make an inspection, make copies of related records, and perform any testing necessary to ensure compliance with the provisions of the Stormwater Ordinance.

12.08.060 Encroachment Application Review Standards.

A. Need. The applicant shall be determined to have a justifiable need for the encroachment, and the encroachment shall not be contrary to the public interest.

B. Safety. The granting of an encroachment permit shall not create a hazard to public health or safety.

C. Drainage. The proposed encroachment shall not adversely affect the normal drainage of surface water, unless an acceptable mitigation is included that will be advantageous to the general public and meet the standards herein.

D. Circulation and Parking.

1. The proposed encroachment shall not adversely affect vehicular and/or pedestrian traffic nor the parking of vehicles.

2. The proposed encroachment shall not adversely impact existing rights-of-way nor preclude or make difficult the establishment or improvement of existing or potential streets or pedestrian ways.

E. Public Use and Enjoyment.

1. The proposed encroachment shall not diminish public use or enjoyment, either visual or physical, of the City property or public right-of-way to be encroached upon.

2. The encroachment and enjoyment shall be in the public interest.

3. The length of time an encroachment has existed shall not by itself prejudice a decision.

F. Compatibility.

1. The proposed encroachment and its mitigation shall be consistent with the General Plan and the adopted ordinances of the City. Particular attention shall be given to Section P1-48 of the General Plan, which prohibits the construction of sidewalks and concrete curbs in the R-1 district, unless necessary for drainage and/or pedestrian safety.

2. The encroachment shall not create, extend, or be reasonably likely to lead to an undesirable land use precedent.

3. Granting of a permit shall not adversely affect the usability or enjoyment of one or more adjoining parcels.

4. The proposed encroachment and its mitigation shall be compatible with the surrounding area and adjoining properties.

G. Public Property/Greenbelt.

1. The proposed encroachment shall not adversely affect any public property, including existing vegetation or its root structure, and shall not significantly reduce greenbelt area that may be used for tree planting.

2. Significant trees which would be affected by the proposed encroachment shall be identified by the Director of Forest, Parks and Beach and approval for removal shall follow City policy.

H. Mitigation. When deemed appropriate by the City, the applicant shall include those measures appropriate to compensate the City for the loss of the use of City property or the public right-of-way, or to repair damage thereto. (Ord. 89-9 § 1, 1989).



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 2, 2021
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Community Planning & Building Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of extending the mandatory removal date for temporary parklets and temporary outdoor seating beyond October 12th, 2021

RECOMMENDATION:

Provide direction regarding an extension of the mandatory removal date for temporary parklets and outdoor seating past November 12th, 2021

BACKGROUND/SUMMARY:

Executive summary:

The Council is being asked to consider whether to approve a further extension of the mandatory removal date (currently November 12th) for all temporary restaurant parklets and outdoor seating for wine tasting shops. This extension can be considered under the City's active Proclamation of the Existence of a Local Emergency.

Discussion:

On October 5th, 2021, the City Council considered whether to extend the mandatory removal date of October 12th for all temporary restaurant parklets and outdoor seating for wine tasting shops. Council also considered the imposition of a monthly rental fee for the use of individual parking spaces. Ultimately, the Council acted to extend the mandatory removal date for restaurant parklets by 30-days to November 12th, and require an \$842 per parking space rental fee for any restaurant choosing to keep their parklet during that period. This fee was made due by 5:00pm on October 13th. This decision also included a 30-day extension of the allowance for wine tasting shops to use their private outdoor spaces to serve wine. Wine tasting shops however were not allowed to rebuild their parklets.

At the time of the October 5th City Council meeting, there were 26 restaurant parklets remaining in the Village. All 26 of the remaining parklet operators paid their rental fee to the City on time. One parklet operator reduced from two-spaces to one-space.

As part of the direction received to extend the mandatory removal date, staff was asked to bring this item back to the next regular meeting date of November 2nd so that the Council could consider whether or not to approve another 30-day extension. With this in mind, staff is seeking the following direction from Council:

1. Should the mandatory restaurant parklet removal date of November 12th, 2021 be extended? If yes:
 - How long should the extension be?

- Should this extension include allowing wine tasting shops to continue operating outdoors in private space?
- Should wine tasting shops be allowed to apply for and re-construct parklets in the public right-of-way?
- If restaurants which had approved parklets removed them, should they be allowed to apply and re-construct those parklets in the right-of-way?

FISCAL IMPACT:

Encroachment Permits and Design Review permits associated with outdoor seating were originally issued as “no-fee” permits. Costs associated with staff time to manage and enforce the outdoor seating program have been covered by the General Fund to date. “Rental fees” collected for the month of September totaled \$39,574, which goes directly into the General Fund, and can be utilized for costs supported by that account, including additional code compliance efforts (staff overtime or contract support) to ensure any impacts associated with outdoor dining and wine tasting are minimized to the greatest extent feasible.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 2, 2021
PUBLIC HEARINGS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Marnie Waffle, AiCP, Senior Planner

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Consideration of an Appeal (APP 21-359, WWI Memorial Plaque) of Historic Resources Board Resolution 2021-10-HRB issuing a Determination of Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties for Design Review (DR 21-207) for the installation of a bronze plaque containing names of both military and non-military individuals, on a Carmel stone base on the west side of the World War I Memorial Arch Monument located in the public right-of-way within the median of Ocean Avenue on the east side of San Carlos Street.

RECOMMENDATION:

Adopt Resolution 2021-XXX (Attachment 1) denying the appeal and upholding the Historic Resources Board decision to issue a Determination of Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties for Design Review (DR 21-207) for the installation of a bronze plaque containing names of both military and non-military individuals, on a Carmel stone base on the west side of the World War I Memorial Arch Monument located in the public right-of-way within the median of Ocean Avenue on the east side of San Carlos Street.

BACKGROUND/SUMMARY:

The World War I Memorial Arch was constructed in 1922 under the design and supervision of notable local architect Charles Sumner Greene and is listed on the City's Historic Inventory (Attachment 2). In 2017, The Friends of the Veterans Memorial, Ian Martin, Mike Brown, Michael LePage, and Brian McEldowney, began fundraising efforts to restore deteriorated and damaged stones throughout the monument. Mr. McEldowney procured sandstone from Santa Barbara County and used his expert masonry skills to size, fabricate, and texture new stones to replace the damaged ones. The restoration project was reviewed by Historic Preservationist, Kent Seavey, for consistency with the Secretary's Standards and on September 17, 2018 the Historic Resources Board issued a Determination of Consistency for the restoration work. By May 22, 2020, the restoration was complete.

In January 2021, The Friends of the Veterans Memorial requested approval to install bollards, posts and chain, and uplighting for the monument. The bollards are intended to protect the restoration work from damage by vehicles, and the posts and chain are intended to keep people from walking, sitting, or climbing on the monument. The up-lighting is intended to highlight the monument's columns. At the January 25, 2021 Historic Resources Board Meeting, the Board issued a Determination of Consistency for the improvements

and on April 14, 2021 the Planning Commission adopted Resolution 2021-015-PC approving the Design Review application.

In June 2021, The Friends of the Veterans Memorial and American Legion Post 512 submitted a Design Review application for the installation of a new bronze plaque in the landscape planter on the west side of the memorial arch. The proposed bronze plaque provides historical information regarding the memorial, the restoration efforts, and the names the 61 Carmel area residents who served in various capacities during the Great War. The plaque is part of the ongoing restoration efforts of the memorial arch and the laying of the plaque was intended to be part of the centennial rededication ceremony scheduled for November 11, 2021.

At the August 16, 2021 Historic Resources Board meeting, the Board considered the proposed plaque and continued the item with direction to the applicant to, 1) further evaluate the list of names on the plaque and consider whether the list should be limited to military veterans only; and, 2) reduce the overall size of the plaque while maintaining readability.

A special meeting of the Historic Resources Board was scheduled on September 10, 2021 to review a revised bronze plaque design (Attachment 3). The Board was also presented with additional historical information in support of the comprehensive list of names.

Modifications to the plaque design included slightly reducing the size, which was achieved by reducing the length of the narrative above and below the list of names and reducing the overall height and width of the plaque.

After much discussion, the Board voted 4-1 in favor of approving the plaque with the names of both military and non-military individuals and with minor modifications to the text including removing the word 'veteran' from the fifth line of text which now reads World War I Memorial Arch (Attachment 4 and 5). The four Board members voting in favor of the comprehensive list of names felt that the historical record supported an inclusive list and that recognizing both military and non-military individuals who supported the war effort was appropriate. The dissenting Board member felt a comprehensive list of names was not appropriate because the monument is a memorial to veterans as the title on the plaque stated, "World War I Veterans Memorial" and that non-military members, while their contributions are important, are not veterans.

On October 13, 2021, an appeal of the Historic Resources Board decision was filed by Sue McCloud, Mike Brown, Brian McEldowney, and Ken White (Attachment 6-8). The appellants assert that the names listed on the plaque should be limited to the 56 Carmelites who joined the military services and returned as veterans. The appellants quote Sharon Lee Hale's book, "A Tribute to Yesterday" which states, "It [the memorial arch] was built in commemoration of the 56 men who left Carmel to fight in the First World War." The appellants further assert that those individuals who remained at home but contributed to the war effort, were recognized by having their names placed on a plaque designed by Charles Sumner Greene that was once displayed at Carmel City Hall but has since disappeared. The appellants support recognizing these individuals on a separate plaque to be hung at City Hall consistent with Mr. Greene's original intent.

Carmel Post 512 of the American Legion submitted a letter of support for "the inclusive list of those who served in support of The Great War" to the Historic Resources Board and requested the letter also be provided to the City Council (Attachment 9).

Staff has prepared a draft Resolution for the Council's consideration denying the appeal and upholding the Historic Resources Board decision (Attachment 1). If the Council decides that limiting the names on the plaque to the 56 veterans is most appropriate, the Council can direct staff to prepare a resolution granting the appeal and issuing a Determination of Consistency on the condition that the list of names be limited to the 56 veterans.

FISCAL IMPACT:

All costs associated with the creation and installation of the plaque will be paid by the Friends of the World War I Memorial Arch.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment 1 - Resolution

Attachment 2 - DPR 523A Form 'World War I Memorial Arch'

Attachment 3 - Resolution 2021-10-HRB

Attachment 4 - Historic Resources Board Packet 09.10.21 - PART A

Attachment 4 - Historic Resources Board Packet 09.10.21 - PART B

Attachment 4 - Historic Resources Board Packet 09.10.21 - PART C

Attachment 5 - Approved Plaque Design 9-14-21B

Attachment 6 - Appeal Form

Attachment 7 - Appeal Form Supplement 1

Attachment 8 - Appeal Form Supplement 2

Attachment 9 - Post 512 Letter

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

CITY COUNCIL RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DENYING THE APPEAL AND UPHOLDING THE HISTORIC RESOURCES BOARD DECISION TO ISSUE A DETERMINATION OF CONSISTENCY WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES FOR DESIGN REVIEW (DR 21-207) FOR THE INSTALLATION OF A BRONZE PLAQUE WITH NAMES OF BOTH MILITARY AND NON-MILITARY INDIVIDUALS ON A CARMEL STONE BASE ON THE WEST SIDE OF THE WORLD WAR I MEMORIAL ARCH MONUMENT LOCATED IN THE PUBLIC RIGHT-OF-WAY WITHIN THE MEDIAN OF OCEAN AVENUE ON THE EAST SIDE OF SAN CARLOS STREET

WHEREAS, Richard Kreitman ("Applicant") submitted an application on behalf of the American Legion Post 512 requesting approval of a Design Review (DR 21-207, WWI Memorial Plaque) described herein as ("Application"); and

WHEREAS, the Application submitted is for the WWI Memorial Arch located in the median of Ocean Avenue on the east side of San Carlos Street; and

WHEREAS, the Applicant requested to install an additional World War I memorial plaque on a Carmel stone base set in the soil on the west side of the monument; and

WHEREAS, at the August 16, 2021 Historic Resources Board meeting, the Board considered the proposed plaque and continued the item with direction to the applicant to, 1) further evaluate the list of names on the plaque and consider whether the list should be limited to veterans only; and, 2) reduce the overall size of the plaque while maintaining readability; and

WHEREAS, a special meeting of the Historic Resources Board was scheduled on September 10, 2021 to review a revised bronze plaque design and the Board was presented with additional historical information in support of the comprehensive list of names; and

WHEREAS, the revised plaque design included slightly reducing the size, which was achieved by reducing the length of the narrative above and below the list of names and reducing the overall height and width of the plaque; and

WHEREAS, the Board voted 4-1 in favor of approving the plaque with the names of both military and non-military individuals and with minor modifications to the text and finding the placement of the plaque consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties; and

WHEREAS, on October 13, 2021, an appeal of the Historic Resources Board decision was filed by Sue McCloud, Mike Brown, Brian McEldowney, and Ken White contending that the names

listed on the plaque should be limited to the 56 Carmelites who joined the military services and returned as veterans; and

WHEREAS, a Coastal Development Permit is not required in accordance with CMC 17.52.100 (Development Excluded from Coastal Permit Requirements); and

WHEREAS, notice of the public meeting was posted on October 22, 2021 in compliance with State law (California Government Code 65091) indicating the date and time of the public meeting; and

WHEREAS, on November 2, 2021, the City Council held a public meeting to receive public testimony regarding the project, including without limitation, information provided to the City Council by City staff and through public testimony on the project; and

WHEREAS, this Resolution and its findings are made based upon evidence presented to the City Council at the meeting including, without limitation, the staff report and attachments submitted by the Community Planning and Building Department; and

WHEREAS, the City Council did hear and consider all said reports, attachments, recommendations and testimony herein above set forth and used their independent judgement to evaluate the project; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Carmel-By-The-Sea does hereby make the following findings and determinations regarding the project:

1. The historic character of the property will be retained and preserved. Distinctive materials, features, spaces, and spatial relationships that characterize the property will be preserved;
2. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the property will be preserved;
3. The new work shall be subtly differentiated from the old and will be compatible with the historic materials, features, size, scale, and proportion and massing to protect the integrity of the property and its environment; and
4. The proposed development is consistent with the established design context of the conservation district and will not adversely affect any historic resources on the project site or on adjacent sites.

BE IT FURTHER RESOLVED, that the City Council of the City of Carmel-By-The-Sea does hereby **DENY** the appeal and uphold the Historic Resources Board's decision to **ADOPT** a Determination of Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties for the installation of an additional bronze memorial plaque containing the names of both military and non-military individuals on a Carmel stone base set in the soil on the west side of the World War I Memorial Arch Monument located within the median of Ocean Avenue on the east side of San Carlos Street.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 2ND day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # _____ Attachment 2

HRI # _____

Trinomial _____

NRHP Status Code 551

Other Listings _____

Review Code _____

Reviewer _____

Date _____

Page 1 of 3

Resource Name or #: (Assigned by recorder) World War I Memorial Arch

P1. Other Identifier:

P2. Location: ☐ Not for Publication ☒ Unrestricted a. County Monterey

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad _____ Date _____ T _____ ; R _____ ; 1/4 of _____ 1/4 of Sec _____ ; B.M. _____

c. Address: _____ City Carmel-by-the-Sea Zip 93921

d. UTM: (Give more than one for large and/linear resources) _____ ; _____ mE/ _____ mN

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

W/end median divider, e/side junction of San Carlos & Ocean Ave.

Parcel No. N/A

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

A Carmel stone monument in the form of a rounded arch of coursed ashlar with a bronze bell hanging from a wooden cross-beam inside the apex of the arch. The semi-circular base on the west side of the monument originally functioned as a series of three fountains, one for horses, one for dogs and one for people. A white stone bowl, carved with a design of breaking waves by monument designer Charles Sumner Greene is no longer present. The monument was damaged in an automobile accident on August 6, 1977, and restored by Charles S. Greene's son Thomas Gordon Greene, and relatives of the original stonemason Joseph McEldowney, executing an exacting restoration of the original monument employing new stone, where needed, quarried from the Stuyvestant Fish Ranch south of Carmel. The voids of the original drinking fountains are now planted with shrubbery. The monument is sited in the middle of Ocean Ave. at San Carlos St. at the original location of a wooden trough used early on in Carmel for watering horses.

3b. Resource Attributes: (List attributes and codes) HP26 - Monument

P4. Resources Present ☐ Building ☐ Structure ☒ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)

P5b. Description of Photo: (View, date, accession #)
Looking east along Ocean Ave. at south facing monument, 8/29/01, #8720-15

P6. Date Constructed/Age and Sources

☐ Prehistoric ☒ Historic ☐ Both

1921 Carmel city records

P7. Owner and Address

City of Carmel-by-the-Sea
City Hall
Carmel, CA 93921

P8. Recorded by: (Name, affiliation, and address)

Kent L. Seavey
Preservation Consultant
310 Lighthouse Ave.
Pacific Grove, CA 93950

P9. Date Recorded: 11/16/2001

P10. Survey Type: (Describe)

Carmel Historic Resource Inventory - 2001
(Intensive)

. Report Citation: (Cite survey report and other sources, or enter "none")

ne

Attachments

☐ NONE☐ Location Map☐ Sketch Map☐ Continuation Sheet☒ Building, Structure, and Object Record☐ Archaeological Record☐ District Record☐ Linear Feature Record☐ Milling Station Record☐ Rock Art Record☐ Artifact Record☐ Photograph Record☐ Other: (List)

BUILDING, STRUCTURE, AND OBJECT RECORD

HRI # _____

Page 2 of 3

NRHP Status Code

551

Resource Name or #: (Assigned by recorder) *World War I Memorial Arch*

B1. Historic Name: *World War I Memorial Arch*

B2. Common Name: *Carmel War Memorial*

B3. Original Use: *monument*

B4. Present Use: *monument*

B5. Architectural Style: *Mission Revival*

B6. Construction History: (Construction date, alterations, and date of alterations)

Constructed 1921; wooden cross-beam and bronze bell added 1966; damaged by auto accident Aug. 1977; restored and rededicated Nov. 1977

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date :

Original Location:

B8. Related Features:

B9a. Architect: *Charles S. Greene*

b. Builder: *Joseph McEldowney*

B10. Significance: Theme: *Govt., Civic & Soc. Institutions*

Area: *Carmel-by-the-Sea*

Period of Significance: *1903-1940* Property Type: *Civic Monument*

Applicable Criteria: *CR 1,3*

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

Carmel's WWI Memorial Arch is significant under California Register criteria 1, in the area of history as a community's expression of pride in and respect for the 56 Carmelites who served their country in the First World War. It is also significant under California register criteria 3, in the area of architecture as the work of one of California's most notable architects, Charles Sumner Greene (1868-1957). It is one of the very few projects Greene undertook after his move to Carmel from Pasadena in 1916. Charles Sumner Greene and his brother Henry Mather Greene were "most noted for their carefully articulated wood residences." Their influence was widespread, especially in the development of the California bungalow. Biographer Randell Makinson notes, "The Greenes not only charted new courses in American architecture and related interiors and furnishings, but also established higher standards of construction." Charles began to remove himself from the partnership in 1916 because of the proliferation of low-quality bungalows, and a general movement toward "period" revival architectural forms. He was also interested in developing his writing as well as pursuing his deep interest in eastern philosophy.

B11. Additional Resource Attributes: (List attributes and codes) *HP26 -Monument*

B12. References:

Greene, Thomas Gordon, copies of articles on and original drawings for restoration, City Planning Dept., City Hall, Carmel

Hale, Sharron, A Tribute to Yesterday, Valley Pub.: Santa Cruz, 1980

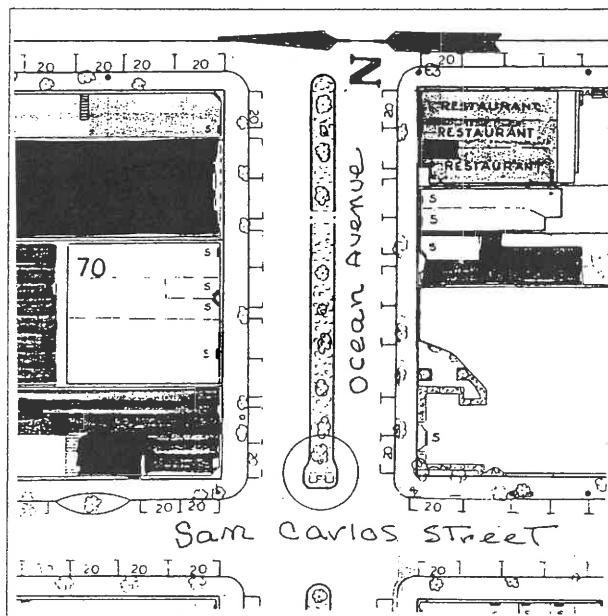
Maddex, Diane, Master Builders, The Preservation Press: Washington D.C., 1985, pp. 124-127

B13. Remarks: *Zoning CC*

B14. Evaluator: *Kent Seavey*

Date of Evaluation: *11/16/2001*

(This space reserved for official comments.)



CONTINUATION SHEET

Page 3 of 3

Resource Name or #: (Assigned by recorder) *World War I Memorial Arch*

Recorded by: *Kent L. Seavey*

Date *11/16/2001*

☒ Continuation ☐ Update

B10. Carmel, with its creative artists' colony seemed the logical spot for these endeavors. He culminated his design career with the majestic D. L. James Hse. and work on the Martin Flavin home, both at Carmel Highlands. There followed a few smaller projects, including the WWI Memorial Arch, for which he donated his services as designer and supervisor of construction. Stone mason Joseph McEldowney did much of the actual construction. The design of the arch draws its inspiration from the of the California Mission campanile, interpreted by Greene in native Carmel stone, hand-crafted in coursed ashlar. The bronze bell, carried on a wooden beam in the apex of the arch was donated and installed by Harry Downie, curator of the Carmel Mission, in 1966.

The idea for the monument and its funding came from the efforts of Carmel Post 512 of the American Legion. Post members spearheaded a year-long fund drive, conducted by the *Carmel Pine Cone*, that included, among other things, three plays at the Manzanita Theater, a Fandango (dance) at the La Playa Hotel and a vaudeville show. The completed monument was dedicated on November 11, 1921, and a time capsule placed in the base of the arch. A bronze dedicatory plaque was added to the monument by Post 512 in 1964. On August 6, 1977 the north pier of the arch was destroyed in an automobile accident. Thomas Gordon Greene, son of the original designer, and a trained architect, volunteered to restore the monument. Joseph McEldowney, son of the original stone mason, and his son Brian joined in the volunteer effort, doing the actual masonry work. Undamaged original stones were retrieved from the rubble and new ones quarried from the Fish Ranch, south of Carmel. The masons dressed the stone to Mr. Greene's specifications at their Sand City stone yard. The actual work was completed in five weeks, and the restored monument was rededicated on November 11, 1977 with an updated time capsule replaced in the base. This stone arch is the only major public monument in Carmel. It was designed by noted American architect Charles Sumner Greene, and restored by his son Gordon, as a tribute to the men in the village who served in World War I. It is a Carmel landmark worthy of listing in the California Register of Historical Places.

CITY OF CARMEL-BY-THE-SEA
HISTORIC RESOURCES BOARD

HISTORIC RESOURCES BOARD RESOLUTION NO. 2021-10-HRB

**A RESOLUTION OF THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA
ISSUING A DETERMINATION OF CONSISTENCY WITH THE SECRETARY OF THE INTERIOR'S
STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES FOR DESIGN REVIEW (DR 21-207,
WWI MEMORIAL PLAQUE) FOR THE INSTALLATION OF BRONZE PLAQUE ON A CARMEL STONE
BASE ON THE WEST SIDE OF THE WORLD WAR I MEMORIAL ARCH MONUMENT LOCATED WITHIN
THE MEDIAN OF OCEAN AVENUE ON THE EAST SIDE OF SAN CARLOS STREET**

WHEREAS, Richard Kreitman ("Applicant") submitted an application on behalf of the American Legion Post 512 requesting approval of a Design Review (DR 21-207, WWI Memorial Plaque) described herein as ("Application"); and

WHEREAS, the Application has been submitted for the WWI Memorial Arch located in the median of Ocean Avenue on the east side of San Carlos Street; and

WHEREAS, the Applicant is requesting to install an additional World War I memorial plaque on a Carmel stone base set in the soil on the west side of the monument; and

WHEREAS, a Coastal Development Permit is not required in accordance with CMC 17.52.100 (Development Excluded from Coastal Permit Requirements); and

WHEREAS, the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA"), together with State Guidelines (14 California Code Regulations §§ 15000, *et seq.*, the "CEQA Guidelines") and City Environmental Regulations (CMC 17.60) require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, pursuant to CEQA regulations, the Application is categorically exempt under Section 15301 (New Construction or Conversion of Small Structures) and Section 15331 (Historical Resource Restoration/Rehabilitation) and no exceptions to the exemption exist pursuant to section 15300.2 of the CEQA Guidelines; and

WHEREAS, notice of the public meeting was posted on September 7, 2021 in compliance with State law (California Government Code 65091) indicating the date and time of the public meeting; and

WHEREAS, on September 10, 2021, the Historic Resources Board held a special public meeting to receive public testimony regarding the project, including without limitation, information provided to the Board by City staff and through public testimony on the project; and

WHEREAS, this Resolution and its findings are made based upon evidence presented to the Board at the meeting including, without limitation, the staff report and attachments submitted by the Community Planning and Building Department; and

WHEREAS, the Historic Resources Board did hear and consider all said reports, attachments, recommendations and testimony herein above set forth and used their independent judgement to evaluate the project; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, that the Historic Resources Board of the City of Carmel-By-The-Sea does hereby make the following findings and determinations regarding the project:

1. The historic character of the property will be retained and preserved. Distinctive materials, features, spaces, and spatial relationships that characterize the property will be preserved;
2. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the property will be preserved;
3. The new work shall be subtly differentiated from the old and will be compatible with the historic materials, features, size, scale, and proportion and massing to protect the integrity of the property and its environment; and
4. The proposed development is consistent with the established design context of the conservation district and will not adversely affect any historic resources on the project site or on adjacent sites.

BE IT FURTHER RESOLVED, that the Historic Resources Board of the City of Carmel-By-The-Sea does hereby **ADOPT** a Determination of Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties for the installation of an additional World War I memorial plaque on a Carmel stone base set in the soil on the west side of the World War I Memorial Arch Monument located within the median of Ocean Avenue on the east side of San Carlos Street, with the following modifications, beginning at the top of the plaque:

- 1) Add the word 'and' between the first two lines of text.
- 2) Modify the third line of large text from 'World War I Veterans Memorial' to 'World War I Memorial Arch'.
- 3) Include the 61 names of those who served in various capacities during the war.

4) Include the title 'Auxiliary Services' above those who served in the auxiliary services.

PASSED, APPROVED AND ADOPTED BY THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA this 10th day of September 2021, by the following vote:

AYES: COMMISSION MEMBER: GUALTIERI, HALL, POMEROY, DYAR

NOES: COMMISSION MEMBER: CHROMAN

ABSENT: COMMISSION MEMBER:

ABSTAIN: COMMISSION MEMBER:

APPROVED:

ATTEST:

Erik Dyar
Chair

Margi Perotti
Planning Commission Secretary



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD

Jordan Chroman, Erik Dyar, Kathryn Gualtieri, Karyl
Hall, Kathy Pomeroy

All meetings are held in the City Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th Avenues

SPECIAL MEETING Friday, September 10, 2021

Governor Newsom's Executive Order N-29-20 has allowed local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Also, see the Order by the Monterey County Public Health Officer issued March 17, 2020. The health and wellbeing of our residents is the top priority for the City of Carmel-by-the-Sea. To that end, this meeting will be held via teleconference and web-streamed on the City's website.

To join the Zoom
Meeting cut and paste in
your browser: [https://ci-
carmel-ca-
us.zoom.us/j/88672386002?](https://ci-carmel-ca.us.zoom.us/j/88672386002?)

Meeting ID:
88672386002 Passcode:
A2PXGf03 Join by
Phone: US +1 646-558-
8656 Passcode:
55044795

MEETING 3:00 PM

The public can email comments to bswanson@ci.carmel.ca.us. Comments must be received 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be added to the agenda and made part of the record.

CALL TO ORDER AND ROLL CALL

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Matters not appearing on the agenda will not receive action at this meeting and may be referred to staff. Persons are not required to provide their names, and it is helpful for speakers to state their names so they may be identified in the minutes of the meeting.

PUBLIC HEARINGS

1. **DR 21-207 (WWI Memorial Plaque):** Consideration of a Determination of Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties for Design Review (DR 21-207, WWI Memorial Arch Plaque) for the installation of an additional World War I memorial plaque on a Carmel stone base set in the soil on the west side of the monument located within the median of Ocean Avenue on the east side of San Carlos Street.

FUTURE AGENDA ITEMS

2. Next Regular Meeting - Monday, September 20, 2021

ADJOURNMENT

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, outside the Park Branch Library, NE corner of Mission Street and 6th Avenue, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage <http://www.ci.carmel.ca.us> in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Historic Resources Board regarding any item on this agenda, received after the posting of the agenda will be available at City Hall located on Monte Verde Street between Ocean and Seventh Avenues during regular business hours.

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

LATE CORRESPONDENCE

3. Late Correspondence - Baber email
4. Late Correspondence - McElDowney email
5. Late Correspondence - Sue McCloud email



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

September 10, 2021
PUBLIC HEARINGS

TO:	Historic Resources Board Commissioners
SUBMITTED BY:	Marnie R. Waffle, AICP, Senior Planner and Brandon Swanson, Planning & Building Director
SUBJECT:	DR 21-207 (WWI Memorial Plaque): Consideration of a Determination of Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties for Design Review (DR 21-207, WWI Memorial Arch Plaque) for the installation of an additional World War I memorial plaque on a Carmel stone base set in the soil on the west side of the monument located within the median of Ocean Avenue on the east side of San Carlos Street.

RECOMMENDATION:

Adopt a resolution (Attachment 1) issuing a determination of consistency with the secretary of the interior's standards for the treatment of historic properties for Design Review (DR 21-207, WWI Memorial Plaque) for the installation of an additional World War I memorial plaque on a Carmel stone base set in the soil on the west side of the monument located within the median of Ocean Avenue on the east side of the San Carlos Street.

BACKGROUND/SUMMARY:

The Historic Resources Board considered the project at their regular meeting on August 16, 2021, and continued the item to a special meeting with direction to the applicant to, further evaluate the list of names on the plaque and consider whether the list should be limited to veterans only; and, reduce the size of the plaque while maintaining readability.

The applicant has provided additional historical information from Ian Martin (Attachments 5, 5a-5f) on how the list of names was developed. A letter of support for retaining all names on the plaque as previously proposed has also been submitted by American Legion Post 512 Commander Gerry Paratore (Attachment 6).

FISCAL IMPACT:

N/A

ATTACHMENTS:

Attachment 1 - Resolution

Attachment 2 - DPR

Attachment 3 - Secretary's Standards - Rehabilitation

Attachment 4 - Project Plans

Attachment 5 - Letter from Ian Martin

Attachment 5a - Carmel Pine Cone 11/10/1921

Attachment 5b - Carmel Pine Cone 11/10/1921 Memorial Image

Attachment 5c - Carmel Pine Cone 7/2/1943

Attachment 5d - Headquarters Nights

Attachment 5e - The Autobiography of a Regiment

Attachment 5f - Carmel Pine Cone 11/7/1918

Attachment 6 - Letter from American Legion Post 512

CITY OF CARMEL-BY-THE-SEA
HISTORIC RESOURCES BOARD

HISTORIC RESOURCES BOARD RESOLUTION NO. 2021-XX-HRB

A RESOLUTION OF THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA
ISSUING A DETERMINATION OF CONSISTENCY WITH THE SECRETARY OF THE INTERIOR'S
STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES FOR DESIGN REVIEW (DR 21-207,
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PASSED, APPROVED AND ADOPTED BY THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA this 10th day of September 2021, by the following vote:

AYES: COMMISSION MEMBER:

NOES: COMMISSION MEMBER:

ABSENT: COMMISSION MEMBER:

ABSTAIN: COMMISSION MEMBER:

APPROVED:

ATTEST:

Michael LePage
Chair

Margi Perotti
Planning Commission Secretary

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # _____ Attachment 2

HRI # _____

Trinomial _____

NRHP Status Code 551

Other Listings _____

Review Code _____

Reviewer _____

Date _____

Page 1 of 3

Resource Name or #: (Assigned by recorder) World War I Memorial Arch

P1. Other Identifier:

P2. Location: ☐ Not for Publication ☒ Unrestricted a. County Monterey

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad _____ Date _____ T _____ ; R _____ ; 1/4 of _____ 1/4 of Sec _____ ; B.M. _____

c. Address: _____ City Carmel-by-the-Sea Zip 93921

d. UTM: (Give more than one for large and/linear resources) _____ mE/ _____ mN

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

W/end median divider, e/side junction of San Carlos & Ocean Ave.

Parcel No. N/A

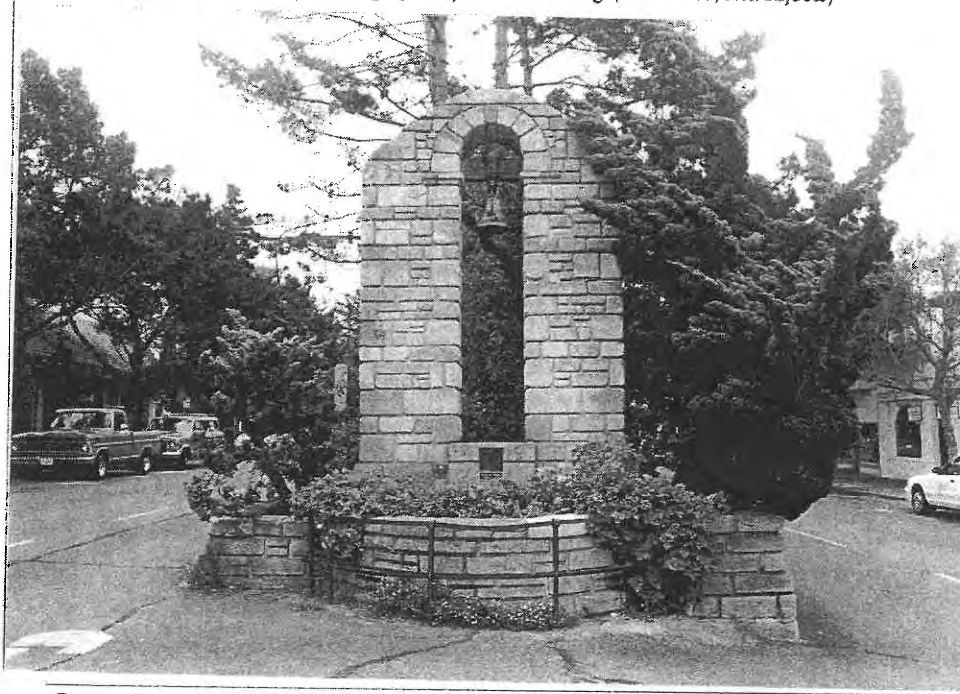
P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

A Carmel stone monument in the form of a rounded arch of coursed ashlar with a bronze bell hanging from a wooden cross-beam inside the apex of the arch. The semi-circular base on the west side of the monument originally functioned as a series of three fountains, one for horses, one for dogs and one for people. A white stone bowl, carved with a design of breaking waves by monument designer Charles Sumner Greene is no longer present. The monument was damaged in an automobile accident on August 6, 1977, and restored by Charles S. Greene's son Thomas Gordon Greene, and relatives of the original stonemason Joseph McEldowney, executing an exacting restoration of the original monument employing new stone, where needed, quarried from the Stuyvestant Fish Ranch south of Carmel. The voids of the original drinking fountains are now planted with shrubbery. The monument is sited in the middle of Ocean Ave. at San Carlos St. at the original location of a wooden trough used early on in Carmel for watering horses.

3b. Resource Attributes: (List attributes and codes) HP26 - Monument

P4. Resources Present ☐ Building ☐ Structure ☒ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)

P5b. Description of Photo: (View, date, accession #)
Looking east along Ocean Ave. at south facing monument, 8/29/01, #8720-15

P6. Date Constructed/Age and Sources

☐ Prehistoric ☒ Historic ☐ Both

1921 Carmel city records

P7. Owner and Address

City of Carmel-by-the-Sea
City Hall
Carmel, CA 93921

P8. Recorded by: (Name, affiliation, and address)

Kent L. Seavey
Preservation Consultant
310 Lighthouse Ave.
Pacific Grove, CA 93950

P9. Date Recorded: 11/16/2001

P10. Survey Type: (Describe)

Carmel Historic Resource Inventory - 2001
(Intensive)

. Report Citation: (Cite survey report and other sources, or enter "none")

ne

Attachments

☐ NONE☐ Location Map☐ Sketch Map☐ Continuation Sheet☒ Building, Structure, and Object Record☐ Archaeological Record☐ District Record☐ Linear Feature Record☐ Milling Station Record☐ Rock Art Record☐ Artifact Record☐ Photograph Record☐ Other: (List)

BUILDING, STRUCTURE, AND OBJECT RECORD

HRI # _____

Page 2 of 3

NRHP Status Code

551

Resource Name or #: (Assigned by recorder) *World War I Memorial Arch*

B1. Historic Name: *World War I Memorial Arch*

B2. Common Name: *Carmel War Memorial*

B3. Original Use: *monument*

B4. Present Use: *monument*

B5. Architectural Style: *Mission Revival*

B6. Construction History: (Construction date, alterations, and date of alterations)

Constructed 1921; wooden cross-beam and bronze bell added 1966; damaged by auto accident Aug. 1977; restored and rededicated Nov. 1977

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date :

Original Location:

B8. Related Features:

B9a. Architect: *Charles S. Greene*

b. Builder: *Joseph McEldowney*

B10. Significance: Theme: *Govt., Civic & Soc. Institutions*

Area: *Carmel-by-the-Sea*

Period of Significance: *1903-1940*

Property Type: *Civic Monument*

Applicable Criteria: *CR 1,3*

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

Carmel's WWI Memorial Arch is significant under California Register criteria 1, in the area of history as a community's expression of pride in and respect for the 56 Carmelites who served their country in the First World War. It is also significant under California register criteria 3, in the area of architecture as the work of one of California's most notable architects, Charles Sumner Greene (1868-1957). It is one of the very few projects Greene undertook after his move to Carmel from Pasadena in 1916. Charles Sumner Greene and his brother Henry Mather Greene were "most noted for their carefully articulated wood residences." Their influence was widespread, especially in the development of the California bungalow. Biographer Randell Makinson notes, "The Greenes not only charted new courses in American architecture and related interiors and furnishings, but also established higher standards of construction." Charles began to remove himself from the partnership in 1916 because of the proliferation of low-quality bungalows, and a general movement toward "period" revival architectural forms. He was also interested in developing his writing as well as pursuing his deep interest in eastern philosophy.

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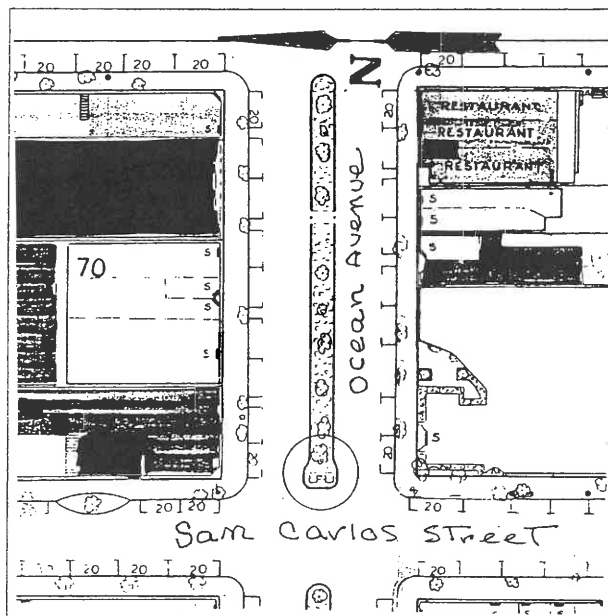
Maddex, Diane, Master Builders, The Preservation Press: Washington D.C., 1985, pp. 124-127

B13. Remarks: *Zoning CC*

B14. Evaluator: *Kent Seavey*

Date of Evaluation: *11/16/2001*

(This space reserved for official comments.)



CONTINUATION SHEET

Page 3 of 3

Resource Name or #: (Assigned by recorder) World War I Memorial Arch

Recorded by: Kent L. Seavey

Date 11/16/2001

☒ Continuation ☐ Update

B10. Carmel, with its creative artists' colony seemed the logical spot for these endeavors. He culminated his design career with the majestic D. L. James Hse. and work on the Martin Flavin home, both at Carmel Highlands. There followed a few smaller projects, including the WWI Memorial Arch, for which he donated his services as designer and supervisor of construction. Stone mason Joseph McEldowney did much of the actual construction. The design of the arch draws its inspiration from the of the California Mission campanile, interpreted by Greene in native Carmel stone, hand-crafted in coursed ashlar. The bronze bell, carried on a wooden beam in the apex of the arch was donated and installed by Harry Downie, curator of the Carmel Mission, in 1966.

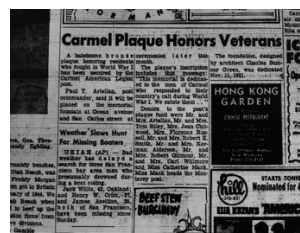
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SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES
Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

WWI VETERANS' MEMORIAL ARCH BRONZE PLAQUE REPLACEMENT PROJECT

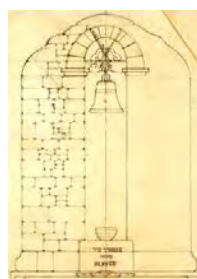
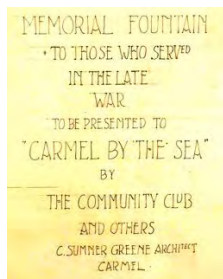
In furtherance of the our 21st Century extensive restoration of the WWI Veterans' Arch, and in anticipation of the Centennial rededication ceremony on November 11, 2021, we, American Legion Post 512 and the Friends of the WWI Arch, propose replacing the two bronze plaques currently on the arch with two new plaques. The first will be mounted in the same location as the two being replaced and will be simply inscribed **TO THOSE WHO SERVED**, per arch architect Charles Sumner Greene's original plans and inscription. The second will be mounted horizontally on a stone plinth set in the soil and plantings at the front of the west side semi-circular planter, formerly the village's horse trough, and will be an informational plaque inscribed with the purpose and history of the memorial including the names of the 60+ Carmel area citizens who served in the Great War. This in keeping with the bronze plaques in Devendorf Park that honor the fallen from WWII and Viet Nam by naming them individually.

Current Plaques

There are two plaques, one just above the other, currently attached to the monument. The upper plaque was installed in 1964 and reads:

THIS MEMORIAL
IS DEDICATED TO THE MEN OF
CARMEL WHO RESPONDED TO
THEIR COUNTRY'S CALL DURING
WORLD WAR I
WE SALUTE THEM
* *
CARMEL AMERICAN LEGION
POST 512
1964

The lower plaque reads RESTORED AND REDEDICATED NOVEMBER 11, 1977 and was placed when the monument was rebuilt after being struck by a car and almost destroyed earlier that year.

C.S. Greene's Original Arch Drawings and Inscription

The original intended dedication and inscription was to be: **TO THOSE WHO SERVED**, for as far as we know, all of the 60+ citizens of the Carmel area who served in WWI returned home alive.

Proposed New Plaques

Plaque 1: @ 12" x 19": TO THOSE WHO SERVED in large block capital letters.

Plaque 2: @ 14" x 16", with a dedicatory inscription, arch history, and the names of those who served in WWI.



Plaque 1



Plaque 2

Plaque Placement: The placement of Plaque 1, TO THOSE WHO SERVED was obvious, the placement of Plaque 2, the informational memorial plaque, less so. Consolidating the two in the first location was rejected because the text would have been unreadable from the viewing location. Placing it on the west faces of either arch column was immediately rejected on aesthetic grounds, and it also would be difficult to read safely. Placing it on the north or south face of the monument was rejected for both aesthetic and safety reasons – to read it visitors would have to stand in the traffic lanes. The east face was also rejected for safety reasons – visitors would have to walk in the traffic lanes – and because we don't want people climbing up on the median and around the back of the monument.

Our proposed solution is to place Plaque 2 on a stone plinth set in the soil and plantings at the front of the west semi-circular planter, at a height so that the top edge of the plaque is just below the level of the front stones, set down among the plantings so as not to interfere with lines of the monument. It should be largely unseen until the viewer approaches the monument. The plaque will be slightly angled upward for an easier read. Please forgive the crude cardboard mock-up – this is just to indicate location.



Plaque 2/Dedication Plaque Inscription

The inscription on the Centennial Bell installed in 2016 reads:

IN HONOR OF
THOSE WHO SERVED
IN MEMORY OF
THOSE WHO DIED
WE DEDICATE THIS
CENTENNIAL BELL
OCTOBER 31, 1916
-/-
OCTOBER 31, 2016
AMERICAN LEGION POST 512
THE PEOPLE AND CITY OF
CARMEL-BY-THE-SEA

The proposed inscription for the new dedication plaque, Plaque 2, reads as follows:

IN HONOR OF THOSE WHO SERVED THEIR COUNTRY

AND

IN MEMORY OF THOSE WHO DIED IN THAT SERVICE

WE REDEDICATE THIS

WORLD WAR I VETERANS MEMORIAL

.....

NOVEMBER 11, 1921 - NOVEMBER 11, 2021

.....

AMERICAN LEGION POST 512

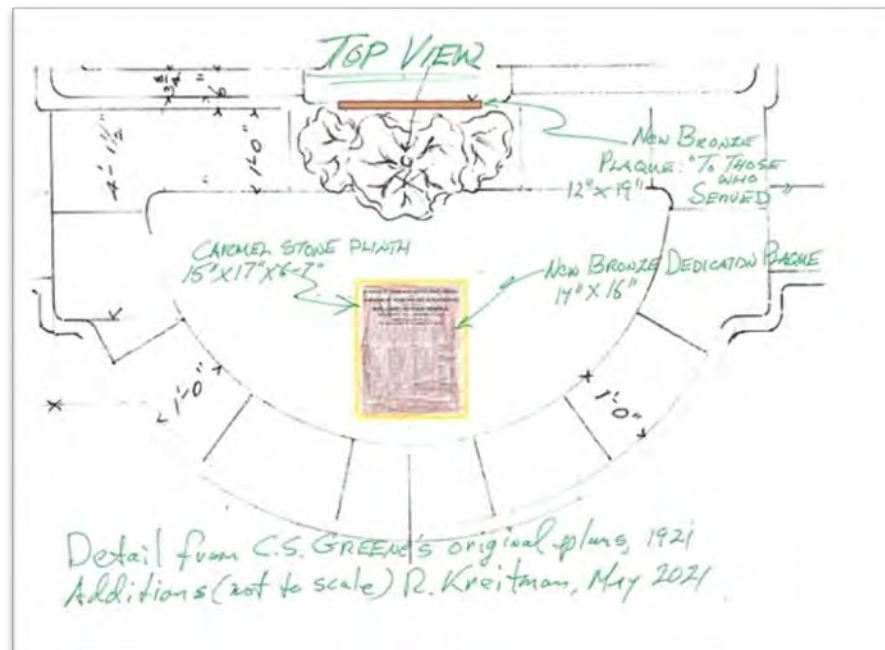
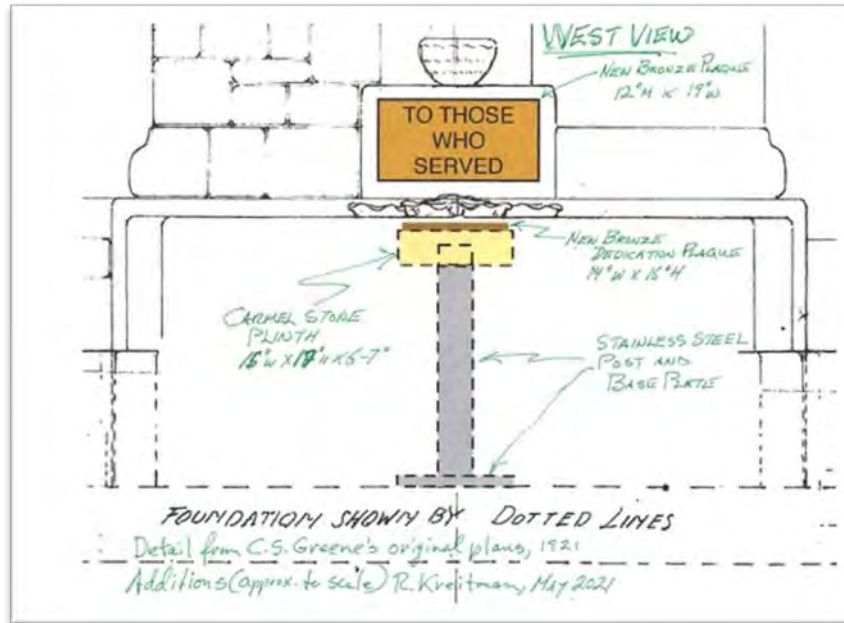
THE PEOPLE AND CITY OF CARMEL-BY-THE-SEA

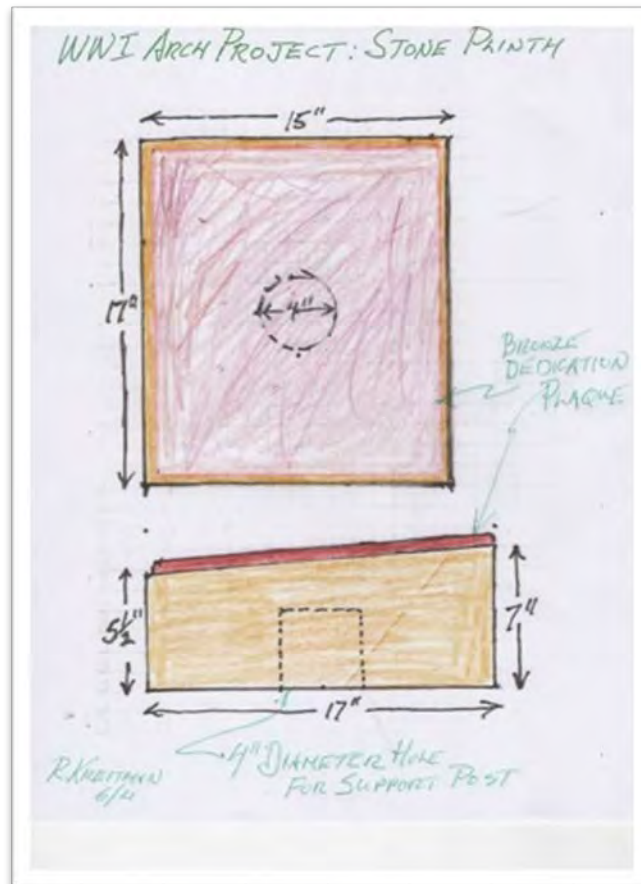
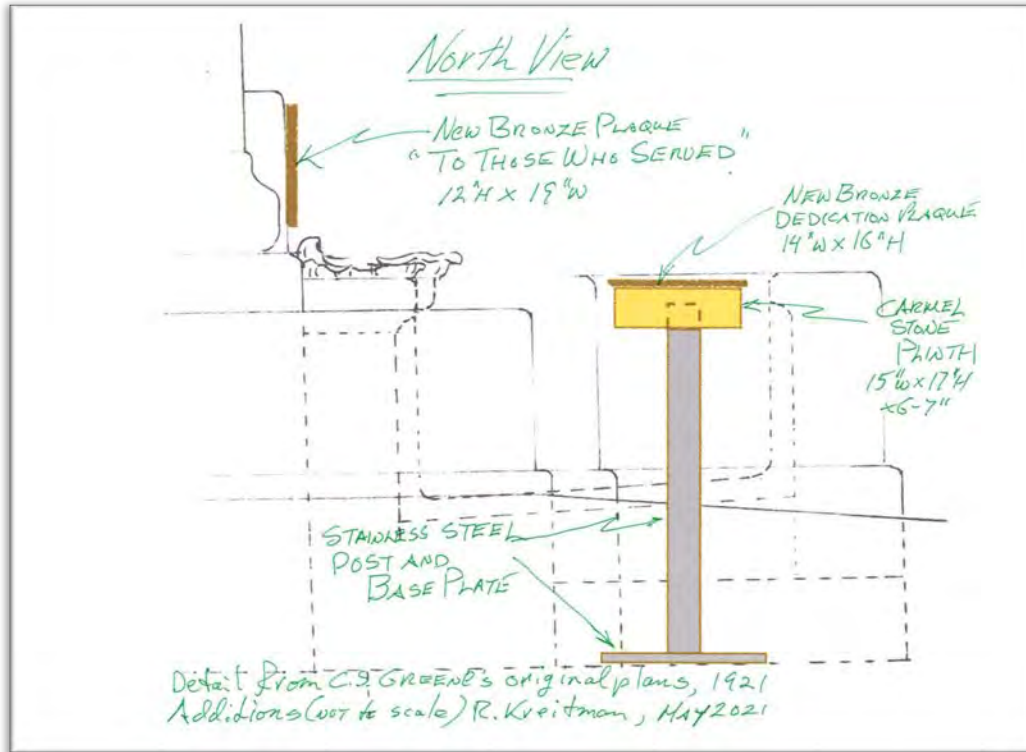
DESIGNED BY CARMEL-BY-THE-SEA RESIDENT AND RENOWNED ARCHITECT CHARLES SUMNER GREENE, THE CORNERSTONE FOR THIS WWI VETERANS' MONUMENT WAS LAID ON ARMISTICE DAY 1921 IN HONOR OF THE MEN AND WOMEN FROM THE CARMEL AREA WHO SERVED IN THE GREAT WAR AND WHO, REMARKABLY, ALL CAME HOME ALIVE. THEIR NAMES ARE LISTED BELOW. THIS MEMORIAL HAS SINCE COME TO HONOR ALL THOSE FROM THE CARMEL AREA WHO HAVE SERVED OUR COUNTRY AND AS A MEMORIAL TO ALL THOSE WHO HAVE DIED IN THAT SERVICE.

ARMY		NAVY	KNIGHTS OF COLUMBUS
ANTHONY, WALTER	LACHMUND, OTTO	ALBRIGHT, WALTER H.	MASON, JAMES R
BABCOCK, ROY	MEADOWS, ERNEST	BREMNER, LUDOVIC	
BEANE, GRACE	MACHADO, DAVID	DE VEGA, CHARLES	WAR CORRESPONDENT
CAMPBELL, ARGYLL	MACHADO, DAVID F.	GILLET, EUGENE C.	HOPPER, JAMES
COCHRAN, DONALD	MACHADO, JOHN S.	HAND, HERBERT C.	
CYRIL, ARTHUR	MACHADO, WILLIAM	HATTON, HOWARD	YMCA
DE ANGULO, JAIME	NAREDO, THOMAS	JAMES, RAYMOND A	CRILEY, THEODORE
DUVENECK, FRANCIS	NARVAEZ, LEON W.	MAXWELL, WILLIAM L.	HILLIARD, JOHN N
EDMONDS, MARK	NORTON, ROBERT A	SCHWENINGER, ERNEST	JOSSLYN, TALBERT
GLOTZBACH, LLOYD	OLIVER, DEWEY	SEARCH, FREDERICK P	NEWBERRY, PERRY
HALE, DONALD LESTER	STONE, MARTEL	MORROW, W. IRENE	
HALL, RUSSELL	STONE, ROBERT M.	WARD, LOUIS T	COMMISSION FOR RELIEF IN BELGIUM
HATTON, FRANK D.	WILSON, PHILIP, JR.		KELLOGG, CHARLOTTE
HORN, MILTON C	WOLTERS, AUGUST	AMERICAN RED CROSS	KELLOGG, VERNON L.
HITCHCOCK, HENRY L	WOLTER, DAVID P.	CHERRINGTON, REV. REED	WILSON, PHILIP SR.
JOSSLYN, LEWIS	WOLTER, GUS	HOWARD, JOHN GALEN	
JOSSLYN, WINSOR	WOLTER, JULIUS	KETT, CHARLOTTE	
KITCHEN, JAMES W	WOLTER, LOUIS F.		
LACHMUND, HARRY			

REBUILT IN 1977 AFTER SEVERE DAMAGE FROM A CAR ACCIDENT. EXTENSIVELY RESTORED IN 2020.
CENTENNIAL BELL CAST TO MR. GREENE'S ORIGINAL DESIGN AND INSTALLED FOR THE
100TH ANNIVERSARY OF THE CITY OF CARMEL-BY-THE-SEA - OCTOBER 31, 2016.

Design Drawings:





Workflow:

Installation of the plaques will take place at the same time the new irrigation, electrical, lighting, and security are installed, as the planters will be emptied of soil and the work can proceed without hindrance. Stonemason Brian McElowney, who repaired the monument in 1977 with his father and restored it with new stones over these past two years, has been contacted regarding cutting the support plinth. The casting and purchase of the new plaques, fabrication of the stainless steel support post, and installation of both plaques, will be the responsibility of Legion Post 512 and the Friends of the WWI Veterans' Arch, who will also be responsible for raising the necessary funds to implement the projects.

We are hoping, if at all possible, to get approval for this plaque replacement project in sufficient time to have them cast and installed by November 11 of this year, the 100th anniversary of the laying of the cornerstone of the Arch, as stated in the dedicatory inscription described above.

Fwd: WWI Memorial names

Marnie R. Waffle <mwaffle@ci.carmel.ca.us>
To: Marnie Waffle <mwaffle@ci.carmel.ca.us>

Tue, Sep 7, 2021 at 3:32 PM

----- Forwarded message -----

From: Ian Martin <REDACTED>
Date: Tue, Aug 17, 2021 at 1:19 PM
Subject: WWI Memorial names
To: Brandon Swanson <bswanson@ci.carmel.ca.us>
Cc: Erik Dyar <REDACTED>, Richard Kreitman <REDACTED>, Michael LePage <REDACTED>

Hi Brandon,

Please circulate the following to the other members of the HRB. Thank you!

Ian

Dear Chair Dyar and Members of the Historic Resources Board,

I reviewed the video of yesterday's consideration of the proposed plaques for the World War I memorial and am writing to offer my comments regarding the list of names.

Our village's World War I memorial is not only a monument to military service, but also commemorates the service of a handful of notable Carmel civilians. This list of names was assembled not by me or anyone living today, but was tabulated by the Carmel community a century ago. The list proposed for the memorial is simply a copy of those names and we are in no position to second guess it today. Excluding the names of the non-military participants would go directly against the wishes of the early Carmel community. This is *their* list.

As evidence, please see the [November 10, 1921 Carmel Pine Cone](#). At the top of the first page, Carmel-by-the-Sea board of trustees president William T. Kibbler declares November 11, 1921 a holiday so that the community could give their appreciation "to those who served." Below this proclamation, under the headline "Those Who Served" is a list of names provided in two sections, one headed "Army and Navy," and another "Auxiliary Service" which captures the names of non-military participants. Note that Charles Sumner Greene inscribed "To Those Who Served" on the base of the memorial in the design drawing. His rendering of the memorial appears [inside this same issue](#) of the *Pine Cone*, and it appears above the caption "To Those Who Served."

Additional names are found on a plaque that was personally carved by Greene which hung in city hall. This plaque is now missing, but a photo of it survives in the Greene and Greene Archive at the Huntington Library. This plaque includes the names of the 1921 *Pine Cone* list, and adds a few more, bringing the total to 61. Unlike the 1921 list, the names of women are found here including Army nurse Grace Beane. The last recorded sighting of this plaque was in a [1943 Pine Cone](#). The article describes both military and non-military service of the people listed and doesn't question the presence of the non-military names--and this was in the middle of the Second World War. The article is about the plaque, but concludes "The city's memorial fountain . . . is dedicated "To Those Who Served."

Because of the participation of the non-military Carmelites, little Carmel-by-the-Sea punched way, way above its weight in the Great War. Take, for example, Vernon Kellogg. He led the Commission for Relief in Belgium in Europe and therefore, along with future president Herbert Hoover, likely did *more than any other American* to prevent the starvation of millions in German-occupied Belgium. He wrote a book about his ordeal titled [Headquarters Nights](#). None other than Teddy Roosevelt wrote the foreword:

"The man who reads Kellogg's sketch and yet fails to see why we are at war, and why we must accept no peace save that of overwhelming victory, is neither a good American nor a true lover of mankind."

Charlotte Kellogg, Vernon's wife, also spent months in occupied Belgium. Her book *Women of Belgium: Turning Tragedy Into Triumph*, puts a human face on the suffering that the people of that country endured. Herbert Hoover wrote the foreword. Attachment 8

Perry Newberry was too old to join the Army when the United States joined the war, so he joined the YMCA instead. He was assigned to the 304th Field Artillery. He is remembered in the [unit's history](#) for his "genuineness, and the unfailing goodwill of his life and work among the men, both at the front and during the trying period after the fighting was over. He was not an adjunct, but an integral part of the regiment, respected and beloved by officers and men as a tried and trusted friend."

Newberry's health is said to have been permanently damaged in a poison gas attack made on the 304th. He wrote a vivid account of it in a [1918 letter to the Pine Cone](#), part of which was redacted because it was "too painful for publication."

In closing, eliminating any of the names from the proposed plaque would be a tremendous disservice to our village's history and a betrayal of the wishes of the Carmelites who created that list so long ago.

Thank you all for your attention. If anyone has any questions, please do not hesitate to get in touch with me.

Sincerely,

Ian Martin
Carmel-by-the-Sea
<REDACTED>



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A NATIONAL PUBLICATION DEVOTED TO ART, LITERATURE, MUSIC AND THE DRAMA

NOVEMBER 10, 1921

CARMEL-BY-THE-SEA, CAL.

Vol. VII, No. 49 71

Highway Work Begins in Sixty Days

A stretch of the Carmel-San Simeon Highway twelve miles long, extending southward from Post's, will be under construction in sixty days. This is the probable result of a meeting at which the matter of rushing construction of the Coast road was taken up with Commissioner Whitmore last recently.

The Commission is ready to start work at once and the sixty days allowed by Whitmore are for completion of plans and office delays. The 12 mile stretch, which comprises some of the most difficult road building on the whole 97 miles of highway, will be 22 feet wide, with an additional 5 feet at fills, making a total in some places of 27 feet.

Considerable work will have to be done on the road from Carmel-by-the-Sea to Post's before the highway is opened to travel. The first ten miles southward are in fairly good shape, but from Nottley's Landing the road will be surveyed and perhaps the entire elevation changed. The last ten mile piece, this side of Post's will have to be widened.

The committee which met with the Highway Commissioner Thursday expressed its desire to get some sort of road through in the shortest possible time.

Under Way Soon

The Country Club building is to be a reality within a short time. In a very few days work will be started, and, as the contract calls for completion of the building within ten weeks, the club members may well plan for Christmas festivities in their new home.

The club has made application for a loan from the Palo Alto Mutual Building Association, forwarding the plans and specifications for the building which is proposed, and it is expected that it will take but a few days to make the final arrangements. An interesting fact in connection with this is that the bid of Mr. Parkes was but \$41 less than Mr. Murphy.

They Will Return

November 5, 1921

Dear Pine Cone: We are leaving for New York on the 8th. I'll send you our address there as soon as I know it myself. In the meantime will you please hold my copies of the Pine Cone and then send them all on at once? It may make our exile all the harder to know what is going on in this earthly paradise, but we've got the habit. With best wishes, believe me,

Sincerely yours,
PAUL LEE ELLERRE.

Demonstration of public faith in Carmel property was evidenced last week when the Carmel Development Company put on the market the last block of Dunes lots, \$50x200, south of Ocean Avenue and west of Scenic Road. All the lots were disposed of in two days. The total price was approximately \$30,000 for the block. The sales were negotiated by Mr. De Yoe of the Carmel Realty Co.

The Pine Cone has a well equipped job printing plant.

Proclamation

WHEREAS, The President of the United States and the Governor of California have declared Armistice Day, November 11, 1921, a legal holiday, and

WHEREAS, The citizens of the City of Carmel-by-the-Sea, have made provision for the appropriate celebration of the "day of peace,"

THEREFORE, I, William T. Kibbler, President of the Board of Trustees of the City of Carmel-by-the-Sea, do hereby declare Friday, November 11, 1921, a holiday, and request that all residents of this municipality join in doing honor "to those who served."

WILLIAM T. KIBBLER,

President of the Board of Trustees of the City of Carmel-by-the-Sea.

Those Who Served

ARMY AND NAVY

Anthony, Walter
Albright, Walter H.
Babcock, Roy
Bremner, Ludovic
Campbell, Argyll
Cherington, Rev. Reed B.
Cochran, Donald
De Angulo, Jaime
De Vega, Charles
Duveneck, Francis B.
Edmonds, Mark
Gillett, Eugene C.
Glotzbach, Loyd
Hand, Herbert C.
Hale, Donald Lester
Hall, Russell
Hatton, Frank D.
Hatton, Howard
Horn, Milton C.
Hitchcock, Henry L.
Josselyn, Lewis
Josselyn, Winsor
Kitchen, James Weaver
Lachmund, Harry
Lachmund, Otto
Meadows, Ernest
Machado, David

Machado, David F.
Machado, John S.
Machado, William
Maxwell, William L.
Naredo, Thomas
Narvaez, Leon W.
Norton, Robert A.
Oliver, Dewey
Schweninger, Ernest
Search, Frederick Preston
Stoney, Martel
Stoney, Robert M.
Wolter, August
Wolter, David P.
Wolter, Gus
Wolter, Julius
Wolter, Louis F.
Wilson, Philip, Jr.

AUXILIARY SERVICE

Criley, Theodore
Hilliard, John Northern
Hopper, James
Howard, John Galen
Josselyn, Albert
Kellogg, Vernon L.
Mason, James Redfern
Newberry, Perry
Wilson, Philip, Sr.

Mr. and Mrs. Charles K. Van Riper entertained guests at dinner recently in honor of Miss Willett Brown, who left during the week for a season on the Orpheum circuit with a group of dancers. Among those present were Miss Brown, Miss Elliot Boke, Harrison and Frederick Godwin.

Good Printing at the Pine Cone.

Galsworthy's play, "The Mob," was the first read in the dramatic course in the Salinas high school. The course is open to the public and aims to give an understanding of the most important of Galsworthy's plays, together with a rehashing of his ideals and methods. The course will consist of six lectures and readings.

NEWS ITEMS

Miss A. G. Crossley is here from Portland, Ore., and has taken a position with the Perry Realty Company.

Mr. and Mrs. Ernest W. Hemmings announced the birth on November 1st of Ernest Gill Hemmings at Madera, Cal.

Mr. Enoch H. Lewis has purchased two lots on Eighth and San Carlos streets and will soon erect a new home and shop.

A large proportion of the audiences which attended the Mark Twain movie at the Monterey Theatre were Carmel residents.

Miss Elizabeth McClung White of Alabama is here for the winter and is occupying Mrs. R. Thudichum's cottage on Lincoln street.

Mrs. Argyll Campbell and sons Gordon and John have returned from San Jose. Mrs. Campbell went up to consult an oculist.

Evan Royal Mosher returned from Los Angeles last week. He has been in the south for several weeks, but has now returned to enjoy Carmel's winter.

Mrs. C. L. Place of Palo Alto is building a home on Camino Real, which is rapidly nearing completion. Mrs. Place is in the real estate business in the college town.

Mr. and Mrs. John Kenneth Turner, after ten months in New York, have returned to Carmel. They are now occupying their own home and expect to be here all winter.

Following the Pine Cone's suggestion that store fronts on Ocean Ave. be succored, comes the announcement of one of our merchants that he will make just that improvement.

Mrs. C. A. McCollom is spending the month of November with her son, C. R. McCollom, in Pasadena, while Dr. McCollom spent last week at Santa Cruz attending the Red Cross convention.

Mrs. L. A. Shipley has sold her new home on Carmelo street and two and a half lots also. She has purchased another lot, which leaves her four and a half lots upon which to build another home.

Miss Ann Dare has left for San Francisco, where she has taken apartments for a month. She may sail for England next month and spend several months in travel, but is as yet undecided and may return to Carmel for the winter.

Mrs. R. B. Thudichum has returned from a ten days' trip north, motoring with Dr. Thudichum on his way up from Los Angeles, after he spent the week end here with the family. Mrs. Thudichum visited friends in Santa Rosa, Sebastopol and San Francisco, taking in the exhibition of paintings at the Palace of Fine Arts. In the city she was the guest of Mrs. Ambrose Madison Willis, the author.

The illustrated lecture at Carmel Church for next Sunday night will be on "The Ministry of Healing." This will be given by special request. The slides will be furnished by the American Board. There are seventy-two, all finely colored. The illustrated songs will be "Speed Away" and "Work for the Night is Coming." No charges. All invited.

The Pine Cone Press sells printing, advertising space and subscriptions.

IMPORTANT ANNOUNCEMENT

DURANT MOTOR CO.

OF CALIFORNIA

CAPITAL STOCK \$3,000,000

During the next five days Mr. GEORGE LARRABEE, Sales Agent, will make his headquarters at the office of **Calvin C. Hogle**, Carmel-by-the-Sea, where subscriptions will be taken for shares in the **DURANT MOTOR CO.** at **\$12.50 per Share.**

Terms: 40 per cent cash, balance six monthly payments

This stock is being very rapidly taken by moneyed interests and doubtless will prove to be a *very valuable investment.* A limited amount is offered to citizens of Carmel and vicinity.

Government statistics show that the manufacture of *motor vehicles* is now the world's *greatest industrial enterprise*, as well as the *most profitable.*

A new **\$1,000,000 Plant** is now being erected in Oakland for the **Durant Motor Co.** with a capacity of **25,000** cars per year. Ten Thousand Cars are ex-

pected to be sold from this plant during 1922. On these cars there will be a profit of from **\$90 to \$110** per car, equal to **One Million Dollars.** During 1923 we will be in full production and will be able to produce **25,000** cars per year.

If you have money for investment do not overlook this *unusual opportunity* to make a *safe and highly profitable investment.*

Come in and obtain a *catalogue* showing *immense dividends* paid in the past on automobile stocks in many companies.

DURANT MOTOR COMPANY

GEO. LARRABEE, Sales Agent

CHURCH NOTICES

CARMEL CHURCH

Lincoln Street, South of Ocean Avenue
Morning Service, 11 o'clock
Sunday School, 10 a. m.
Rev. Fred Sheldon, Pastor
Strangers Welcome

CHRISTIAN SCIENCE SERVICES

Sunday, 11 a. m.
Sunday School, 9:45 a. m.
Wednesday, 8 p. m.
Church Edifice, Monte Verde Street,
one block North of Ocean Ave

ALL SAINTS CHAPEL

(Episcopal)

Holy Communion every Sunday at 8 a. m.
Evening Prayer and Address, 4 p. m.
Sundays except first Sunday, when there will be Holy Communion at 11 a. m.

DAYLIGHT HIGH AND LOW TIDES AT CARMEL

	Low	High
Nov 10	1:35 p. 1.6	7:11 a. 5.1
11	2:14 p. 1.0	7:43 a. 5.3
12	2:51 p. 0.5	8:13 a. 5.5
13	3:27 p. 0.0	8:43 a. 5.7
14	4:04 p. 0.4	9:11 a. 5.8
15	4:43 p. 0.7	9:41 a. 5.9
16	5:24 p. 0.8	10:12 a. 5.9

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Red Cross Trains 147 Blind Vets In Useful Work

Training designed to fit them for the battle of life was taken by 147 blinded ex-service men at the Red Cross Institute for the Blind, near Baltimore, Md., during the fiscal year 1920-1921, according to the report of the Institute for that period.

Of this number, 19 have gone on to other institutions. In almost every case to institutions where those having sight are receiving advanced education. The blind ex-service men who have entered such institutions are provided with special text-books. In Braille, reading, which they were taught at the Red Cross Institute.

Twelve men have passed from the Institute to successfully carry on some occupation or business for which they were fitted by special training. A few have withdrawn from the Institute because of poor physical condition. There are receiving further training on the job and 87 are still in training.

When the Ships Come In

In Hawaii, the Philippines and Cuba one of the chief topics of interest to the islanders is the arrival and departure of steamers. Newspapers devote whole pages to these boat movements, to lists of the passengers, interviews with notables on board and stories of the voyage by members of the officers' staffs and crews. In fact the arrival of the evening train in a mainland country town holds no more interest for the residents than the maritime news has for the people of Honolulu, Manila and Havana. The Cuban capital has a new object of interest in this regard in the lately instituted daily air service between that city and Key West. The planes are of the United States navy scout type, each carrying eight passengers.

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MUSIC MATTERS

"Jazz cannot conscientiously be called music; it is a retrogression even from the syncopated rags of twenty years ago and is produced by the saxophone, long considered an outlaw instrument in bands and orchestras, combined with tonitruous tin cans and other hybrids too base to mention."

Such was the assertion of Martin Fleischmann, who, in a recent talk, traced the history of music from the seventeenth century, "when the demands of the church for something bigger and better brought to light the real foundation of our modern school of music," down to the efforts of some composers to found a futurist school of music. The music of the futurist school will not stand the test of time, he prophesied.

Cecilia R. Bevan, the new London stage beauty, who rivals Lady Diana Manners for the title of "England's most beautiful woman," is in New York to study music. Miss Bevan will serve as a model, but has announced that she has no intention of attacking the American pocket book by way of the theatres or the movies, as most of the "most beautiful women" do. She took the London theatre crowds by storm and won numerous hearts

contests against an open field. She has ambitions to claim applause for talent as well as beauty and determined on artistic development in America as the best place in the world for musical schooling.

For the first time in the history of the Metropolitan Opera Company, an American soprano has been chosen to sing the principal coloratura roles. And this great distinction belongs to Mabel Garrison who has earned her title of "prima donna" through a series of successes as legitimate as they have been sensational.

At the initial performance of "L'enfant et le moulin" last season, Miss Garrison came into her own just reward with certainty. "Her triumph there can be no milder word," said Mr. Kriebel in the Tribune, "was instantaneous and without qualification, and after the mad scene the house rose to her as a Metropolitan audience rarely rises, and demanded a round dozen of curtain calls."

Mr. Sanborn of the Globe remarked in his review of the performance: "It elevated Miss Garrison's rank in the company as a prima donna, but it was no new revelation of her just claim to her rank."



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Velvet 13 C Camel 15 C
Tuxedo 13 C Lucky Strike 15 C

Horseshoe 85c All other Tobaccos
Star 85c at same reductions

The Garden Beautiful

A series of articles will shortly appear in the Pine Cone on the subject of garden planting. Samples of soil from various parts of Carmel and vicinity will be sent to the Agricultural Department of the University of California for analysis, and the reports will be published. Expert landscape gardeners will submit reports recommending plants, shrubs and trees suitable for local cultivation.

It is the further intention of the Pine Cone to offer prizes for the gar-

dens most suitable to Carmel's soil and climatic and scenic conditions. In order to encourage those who are now building to enter the competition, one prize will be awarded to the owner of the best garden of one year's growth or less; the other prize will have no time limit.

Shrubs, trees and bulbs, and some seeds, such as sweet peas, should be planted now. It is to be hoped that all who expect to enter the contest will begin to plan their gardens soon.

FOR INFORMATION
As to
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IN AND ABOUT
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Property in and about
Carmel
ADDRESS

Carmel Development Co.

Interesting Program Is Prepared by Citizens' Committee

Three years ago tomorrow morning the whistles and sirens and church bells were sending forth their messages of peace. A whole nation joined in a spontaneous expression of joy and relief.

Carmel rose to the spirit of the day and, headed by Mrs. W. B. Canine, the "little old Belgian lady," and the ladies of the Red Cross, the greatest real heart pageantry of Carmel took form. Impromptu it all was—red fire, speeches, street dancing, parade. Never again in the history of the world will come that joyous thrill and sigh of relief that the bells and whistles of November 11, 1918, produced; but a strong echo of this feeling will be found in the hearts of Carmel residents tomorrow morning at 10 o'clock, when a parade headed by Joe Mora, followed by the Eleventh Cavalry and a band from the Monterey Presidio, starts down Ocean Avenue. School children, service men and citizens on foot and in automobiles will also be in the procession. They will march down Ocean Avenue to Monte Verde, then will counter-march to the site of the projected new memorial—a seven-foot high drinking fountain designed by C. Sumner Greene. For no other purpose would Carmel's old timers consent to the abandonment of the old town water trough which has for so many years occupied this site.

The ceremonies incident to the laying of the cornerstone will consist of singing by the school children, invocation by Rev. Fred Sheldon and addresses by well-known men of the Peninsula. The chairman of the day, Dr. Charles A. McCollom, will present Col. J. S. Jenkins of the Eleventh Cavalry, who, with the assistance of the chairman of the Monterey Peninsula Post of the American Legion, will proceed to the laying of the cornerstone of the memorial. J. W. Andresen, the well-known city attorney of Salinas, will deliver the oration of the day. After the benediction by Father Raymond Mesires, the audience, led by the band, will join in the singing of "The Star Spangled Banner."

NOTES

Service men are requested to attend the ceremonies in uniform.

The committee has to thank Contractor Percy Parkes for erecting the platform at the memorial site.

Everyone should wear the national colors on Armistice Day.

All business places should be closed during the ceremonies and store fronts and automobiles decorated.

The committee in charge of the entire celebration consists of Dr. C. A. McCollom, chairman, Dr. H. W. Fenner, Dr. A. F. Burton, W. L. Overstreet, Argill Campbell, C. Sumner Greene, Winsor Josephson, secretary.

A TRIBUTE

Carmel's church bells will begin to toll at 11:45 a. m. tomorrow, for fifteen minutes.

The fire siren will announce 12 o'clock for the two-minute period of silence in honor of the unknown American soldier whose remains will be buried at the Arlington National Cemetery in Washington.

Community Those Who To Their C



TO THOSE

VAUD

ARTS and CRAFTS

Same Show at both halls,
Friday, November

The numbers on the bill—
FIRST HALF Manzanita and

A— OVE

B— PATHETIC

Part of the

C— EARL AMMERM

Striking

D— JOHN LANDERS

E— HARUM

A Tabloid

Music by Thomas Vincent

F— INTERM

SECOND HALF Manzanita

G— HARRIS

Lots of Action

H— ERNIE BERON

I— Cameron WA

Wind

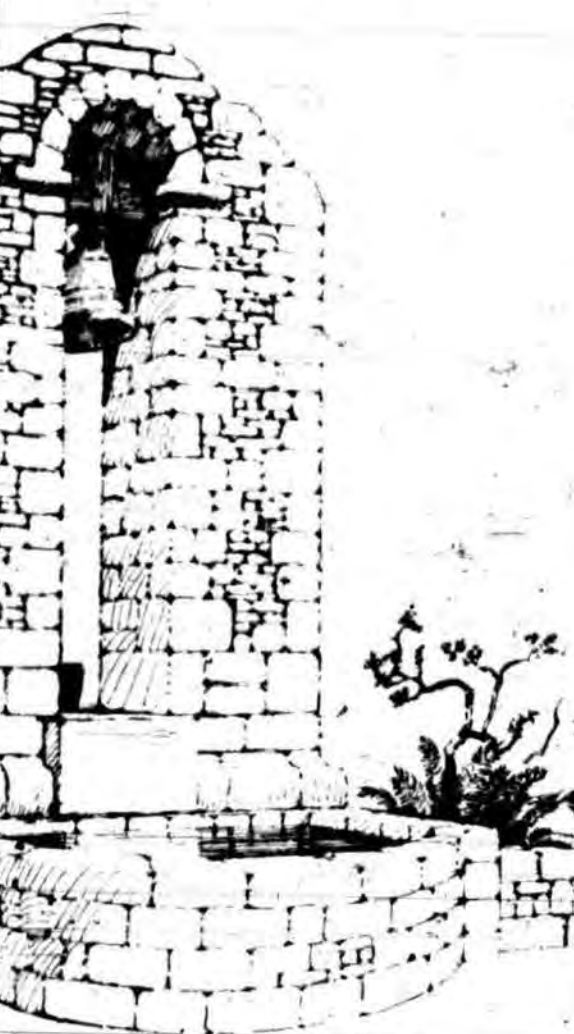
J— VAUDEVILLE

Presented by Ernest Sch

Godwin

K— EXT

Will Honor o Responded Country's Need



E WHO SERVED

DEVILLE

S MANZANITA

lls, the evening of Armistice Day,
ember 11, at 8:30 sharp

bill will be presented as follows:
and **SECOND HALF** Arts and Crafts
OVERTURE

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RMAN and BROTHER
aking a Balance,

S and his Vest-pocket Piano

M SCARUM
oid Musical Comedy
ent Cator. Book by Argyll Campbell

MISSION—Music

ita and **FIRST HALF** Arts and Crafts

SON GODWIN
ion and Some Good Lines

N, Terpsichore's Stepson—

AITE & GILLIS—Jack
ords and Music

AINY, Six Acts in One
Schweninger, Winsor Josselyn, Harrison
win and Robert Dune

IT MARCH

The Night Vaudeville Show Will Provide Building Fund

Half past eight tomorrow night the curtains at Manzanita Hall and Arts and Crafts Hall will open for the first acts of the vaudeville that will conclude the city's Armistice Day celebration. A program of eleven numbers will be presented by talent from Carmel, Monterey, Pacific Grove, Carmel Valley and Salinas.

The shows at both halls will be identical, except for a single detail. Andrew Gillett will be head usher at Arts and Crafts while his twin brother Tom attends to the seating at Manzanita.

For facility in staging, the bill has been divided in two parts, each with its own orchestra, stage crew and transportation. The performance will be without any of the waits that occur in bills of short plays where each act requires a full stage setting. The only break will be at intermission, and then only long enough to allow the audience a seventh inning stretch before the second half.

The orchestras will be conducted by Thomas Vincent Cator, composer of the music of the tabloid comedy that is the feature of the bill, and by Jeanne Burton.

A screen novelty will open at Manzanita Hall; second on the bill are the Ammerman Brothers in a balancing specialty; John Landers comes third with a musical eccentricity, and the half will close with "Harlem Scaram," an original comic opera by Mr. Cator and Argyll Campbell. Mr. Cator has written a bright and tuneful score including catchy syncopation and attaining brilliance in the tenor and prima donna solos. Mr. Campbell, who provided the book, will produce the act with Willette Brown directing the dancing. Florence Brown is in charge of costuming.

PLAYLET WELL CAST

The leading lady in the musical playlet is Blanche De Serpa of Salinas. She is an extremely attractive young lady and has a voice that Mr. Cator compares to Alma Gluck's. Harold Bragg of Pacific Grove is to be the leading man; and he, with Miss De Serpa, should delight our music lovers. Cornelia Clampett is the soubrette, and Perry Newberry in the leading comedy roll will sing for the first time on any stage.

While the acts described are going on at Manzanita Hall, the features that are to conclude the bill up town will be putting on the first part of the Arts and Crafts show. The first number at the clubhouse will be Harrison Godwin in a cartooning novelty. Next on the program is Ernie Beron from up the Valley in song and dance. Mr. Beron has emphatic feet and it only takes a little jazz to make them travel like a trap drummer's sticks. Wate & Gillis will be in third place with a comedy act; they will feature an original song, "The Carmel Blues," words and music by Ernest Schweninger. As a wind up a selected company will appear in "Vaudevillany," a burlesque of everything, anything. Robert Durrer, Winsor Josselyn, Ernest Schweninger and Harrison Godwin will participate.

The orchestra at Manzanita Hall will consist of Jeanne Burton, Beryl and Christine Otis and David Prince. At Arts and Crafts Hall the music will be furnished by Thomas Vincent Cator, Mr. Roberts, Irene Cator, and Argyll Campbell.

The receipts of the show will be given for the construction of the Memorial Fountain. So far the expenses are very slight, and as an effort will be made to have them made up by contributions, the evening may show a clear profit.

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tonville, Miss C. H. Carkill, M. J. Schlosser.
Mrs. Edgar R. Bryant, Edgar R. Bryant II.
Mrs. W. D. Tisdale, Mr. and Mrs. J. J. Ham-
pton, Major James S. Simmons, wife and
daughter, E. V. Culver, J. B. House, wife
and daughter.

Whittier—Miss Marion H. Jacobs.

Alameda—Miss J. B. Jackson.

Oakland—C. T. Faw, Mrs. E. A. Brower.

Mrs. A. L. Harris, R. Williams, Dr. and Mrs.
Joseph L. Pease, Loran Pease, Bessie
Pease, Mrs. Madsen.

Seattle—Mrs. J. Graham, Bettie Graham.

Hollister—Miss Campbell, Mrs. Bishop.

Gonzales—Rosalie Bergman.

Denver—Mrs. Ethel Manley and daugh-
ter.

Los Angeles—Mrs. A. E. McMurray.

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gold, Mr. and Mrs. O. K. Cushing, C. Earle
Miller, Mr. and Mrs. Clarence M. Oddie.

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Oddie, Mr. and Mrs. Wm. H. Hunt.

Berkeley—J. A. Elston, Bert Mortimer.

Miss E. R. Shatter.

Los Angeles—Mrs. M. F. Foote, Miss C.

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ITEMS OF INTEREST

There will be a special celebration
of holy communion on the morning
of Armistice Day, at 8 o'clock, at All
Saints church.

The call to prayer in connection
with the peace conference will be ob-
served at the Carmel Church tonight.
The public is cordially invited to
take part.

Dr. and Mrs. J. C. Sothers are
guests of Mr. and Mrs. Fenton P.
Foster over the week end. The Doc-
tor is an ardent golfer and spent most
of his time on the links.

Hotel El Monte Verde has been
completely renovated and changed
into two, three and cottage apart-
ments, and Mrs. Hamlin announces
that she will be ready for tenants by
November 15.

Miss Charlotte Kett is spending
several days with Miss Grace Hamil-
ton. While here the young ladies are
developing a series of marionette
shows, among which are "Jack and
the Bean stalk" and "Cinderella."

Miss Dorothy Miles and Miss Agnes
Salis motored from San Francisco for
a two weeks' vacation here. Miss
Miles is a State Cannery Inspector
and Miss Salis is a member of the
Federal Veterans' Bureau. They
occupied the Grace Graham cottage.

Mrs. Edwin Lapham, who spent
the summer months here with her
mother, Mrs. S. P. Hunkins, has
reached her home in New York, after
visiting friends in Los Angeles and
Chicago en route. She is to return to
Chicago the middle of this month to
fulfill concert engagements.

Mrs. Stella Heartt Dreyfus has
been selected to appear as soloist
with the Los Angeles Philharmonic
Orchestra. This talented artist spent
some time here last summer. She is
noted for unusual renditions of Rus-
sian folk songs, she having spent
much time in Russia perfecting her
art.

Miss Ruth Huntington, a graduate
of Smith College, who gave nine
years of loving service to the mount-
aineers of North Carolina and Ken-
tucky, will tell those who want to
hear of the grand stock in storage in
these mountains and their need and
desire of development, at 3 p. m.
tomorrow (Nov. 11), at the Presby-
terian chapel, corner Eighth and Do-
lores. Homespun and other products
from their industrial institutes will
be on exhibition.

Much interest is being displayed
in the contest to find an appropriate
name for our new coast highway that
will be the last link in connecting
the northern and southern sections
of the state. The entire highway,
when completed, promises to become
world famous, and it is desired to
have the different units under names
for purposes of identification. A
fifty-dollar bag of gold will be given
for the best name submitted. Names
are to be sent to E. A. Nares, Pebble
Beach, California, who is heading
the committee.

Mr. Patrick Francis Buckley, ad-
vertising entrepreneur of Chicago,
spent several days this week in Car-
mel as the guest of Miss Grace Hamil-
ton and Miss Charlotte Kett. Mr.
Buckley is en route home from a two-
years' tour of the world. His travel-
ing has been leisurely, as he has been
interested in familiarizing himself
with the spirit of the countries which
he has visited and with the relation
of foreigners, particularly Americans
and Englishmen, to the native popu-
lation. Mr. Buckley was eloquent
in praise of the beauty and creative
endeavor of Carmel.

When you go away, have the Pine
Cone sent to you. You'll enjoy it.

Printing? The Pine Cone does it

NOTICE FOR PUBLICATION
(PUBLISHER)

DEPARTMENT OF THE INTERIOR
U. S. Land Office at San Francisco, Calif.
September 27, 1921.

Notice is hereby given that Mildred G. Skinner, of Jamesburg, Calif., who, on September 25, 1917, made Homestead Application, No. 011594, for SE 1/4 of SW 1/4, Section 18, E 1/2 of N W 1/4, NE 1/4, NE 1/4 of SE 1/4, Section 19, Township 18 South, Range 4 East, M. D. M., has filed notice of intention to make three-year proof, to establish claim to the land above described, before U. S. Commissioner, at Monterey, Calif., on the 7th day of November, 1921.

Claimant names as witnesses: Warren R. Brown, of Jamesburg, Calif.; Elgin W. Kincannon, of Jamesburg, Calif.; Levi S. Cahoon, of Jamesburg, Calif.; John T. Conroy, of Oakland, Calif.
J. B. SANFORD, Register
s29-5t

NOTICE FOR PUBLICATION
(PUBLISHER)

DEPARTMENT OF THE INTERIOR
U. S. Land Office at San Francisco, Calif.
November 1, 1921.

Notice is hereby given that Charles A. Vink, of Carmel, Cal., who on July 12, 1916, made Homestead Application No. 09298, for SW 1/4 of SW 1/4, Sec. 15; NW 1/4 of NW 1/4, Sec. 22; N 1/2 of NE 1/4 of NW 1/4, Sec. 21, Township 17S, Range 1 E, M. D. Meridian, has filed notice of intention to make three-year proof, to establish claim to the land above described, before Register and Receiver, U. S. Land Office, San Francisco, Cal., on the 12th day of December, 1921.

Claimant names as witnesses: Fred A. Wermuth, F. R. Bechdolt, J. J. Moran and H. D. Comings, all of Carmel, Cal.
J. B. SANFORD, Register
nov3 5w

Notice to Taxpayers

The taxes on all personal property secured by real property, and one-half of the taxes on all real property, will be due and payable on the third Monday in October, and will be delinquent on the first Monday in December next thereafter at six o'clock p. m., and that unless paid prior thereto, 15 per cent will be added to the amount thereof, and that if said one-half be not paid before the last Monday in April next, at six o'clock p. m., an additional five per cent will be added thereto. The remaining one-half of the taxes on all real property will be payable on and after the second Monday in January next, and will be delinquent on the last Monday in April next thereafter, at six o'clock p. m., and that unless paid prior thereto, five per cent will be added to the amount thereof.

All taxes may be paid at the time the first installment, as herein provided, is due and payable.

All taxes are payable at the office of the Tax Collector in the Court House at Salinas, Monterey county, Calif.

J. E. HUNTER, Tax Collector

When you go away, have the Pine Cone sent to you. You'll enjoy it.



Notice this delicious flavor when you smoke Lucky Strike — it's sealed in by the toasting process



The American Tobacco Company

Thanksgiving is Coming

Taking Courage From the Spirit of the Pilgrims.

Surely the People of Today Have More Causes for Thankfulness Than They Possessed.

To us it certainly seems as though the Pilgrims had little to be thankful for. If the settlers in Plymouth could "sacrifice the sacrifices of thanksgiving" in 1621, what, pray, ought we to do in this year of our Lord? Think of the blessings which we enjoy as the commonplaces of the day, of which the Pilgrims never even dreamed! A vast territory—mastered, surveyed and thickly settled—abundant treasures of farm, mine, forest and mill poured out for human uses—Innumerable inventions harnessed to the service of human efficiency and comfort—a great republic "conceived in liberty and dedicated to the proposition that all men are created equal"—free political, educational and religious institutions, hitherto unknown and unparalleled, successfully established—a higher grade of material well being, a wider diffusion of culture, a nobler ideal of happiness, a finer conception of democracy, achieved for all the people, than the world has ever seen before! It is true, of course, that not all ills have been suppressed, nor all blessings won. But because we have not yet achieved everything is no reason why we should not be glad that we have achieved much! Because we have not yet won the goal of life is no reason why we should not rejoice that we have advanced! The world today is better than it ever has been before. Men have less suffering, greater happiness and nobler opportunity than in any epoch past. Humanity is still fighting the same persistent ills and seeking the same illusive goods, but in new fields and on higher levels. The goal still lies far ahead, but behind is a long road of miseries conquered and battles won.



JUST SO
"Haven't I given you practically every penny I earn?"
"I should say not! I've positively had to drag it out of you."

What Others Think

"WITH MALICE TOWARD NONE, WITH CHARITY FOR ALL."

The Pine Cone solicits articles or communications on constructive public improvement. We desire to give the fullest publicity to both sides of any controversy that may arise. We feel that the people of Carmel can and will discuss fairly and openly, without rancor or bitterness, matters pertaining to the collective life of Carmel. In order to promote a friendly constructive effort, we ask that all contributions be signed. Communications sent anonymously or signed with a fictitious name will not be published.

Editor of the Pine Cone,
Carmel-by-the-Sea:

In a late issue of the Pine Cone appeared an article under the heading "Trade at Home." Similar articles are appearing in many of the local papers of the State, each voicing the same appeal, and this appeal is of the most vital importance to the town or city from where it comes. It is the desperate effort of an editor who has only good wishes for his home-town and wants to see it grow and thrive.

The writer of this article will take Carmel for instance, and briefly discuss trade conditions as they are said to exist today, and see if the editor of the Pine Cone is not justified in making the appeal he has; for he probably knows, as many of the business people know, that when a stranger appears in town, that stranger is advised by some resident of the town, "Do

your trading in Monterey; things are cheaper there," and thus the party spends money in Monterey that belongs to Carmel.

To the business people there and to the citizens of the town as well, Monterey or any other town does not care a rap for Carmel, feeling that it is every town for itself, nor can they be blamed for having this feeling; they need the nickels that the citizens of Carmel are directing in their direction and are glad to have all come that will—is it a lack of civic pride, or what, on the part of the Carmel people that so many of them deliberately divert trade to a rival that should go to improve and enrich their little city.

As to improvements, Carmel is very much in need of many, but these needed improvements can never be made as long as the citizens are hostile to the business men and howl, "High Prices," when, from this writer's own experience, prices have been found to be nearly on an equal with prices elsewhere in this state,—in fact, far cheaper than most of the towns that by every reason should be cheaper.

Knocking never made a town, so the quicker the people of Carmel get together, boost for their business people and boast that prices here are as cheap as in San Francisco, just so soon will they see prices on an equal with the City, and that day need not be far distant.

It's up to you! "Let's go, and go together."

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Attachment 6

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PLAYS AND PLAYERS

Miss Blance Tolmie has just recently joined the Fire Op Players, a new group of San Franciscans who are to present one-act Irish dramas. The opening play will be "Riders to the Sea" by J. M. Synge and "The Rising of the Moon" by Lady Gregory. Herbert Bashford is directing the organization. The Women's Irish Educational League are sponsoring the initial performance, which will be given at the Players' Theatre in San Francisco shortly.

Miss Tolmie, who was with the Red Greet Players for several seasons, is well known in Carmel. She has been a resident of this place for several months past. She did some very excellent work as the Countess in the "Countess Cathleen" staged this last summer in Carmel's Fire Op Theatre by Herbert Heron.

"That Mark Twain died before the admirable screen version of his immortal 'Huckleberry Finn' and 'Tom Sawyer' and 'A Connecticut Yankee in King Arthur's Court' were shown to the public is a pity. The famous writer's comments upon the film adaptations of these three celebrated novels of his would be well worth hearing. 'A Connecticut Yankee in King Arthur's Court' the latest of the Mark Twain stories to reach the screen, has been given a companion production by William Fox and will always be known as one of the standard and screen interpretations.

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Red Cross Gives Budget Figures

\$19,361,657 Allotted for Current Program of Relief and Service.

MILLIONS FOR VETERAN AID

Medical Aid for European Children Will Cost \$6,000,000 This Year.

Washington. Expenditures totaling \$19,361,657 for carrying through its program of relief and services in the United States and overseas are outlined in the budget of the American Red Cross for the current fiscal year. This total is more than \$5,000,000 lower than the expenditure during the last fiscal year, when the disbursements reached \$24,492,741. It is announced at National Headquarters in a statement calling attention to the necessity of continued support of the organization by response to the Annual Roll Call, November 11 to 24, if the vital work of the society is to be effectively carried on.

Outstanding among the items of the domestic budget is the appropriation of \$3,000,000 for work in behalf of the disabled ex-service man and his family. This appropriation represents the amount allotted to this work from National Headquarters only and does not take into consideration the millions being spent in chapters for relief of ex-World War Veterans. It is in the chapter that the greater amount is set in meeting this obligation of the Red Cross, the announcement continues as illustrated by figures of the fiscal year 1920-1921 when the total was approximately \$9,000,000, of which \$2,692,094 represented the disbursement of National Headquarters while the remainder was the chapters' contribution to this field of Red Cross service.

Vast Work for Disabled

Chief among the subdivisions of the appropriation for work with veterans is that which covers itself with assistance to disabled men and women in government hospitals. This item of \$1,200,000, an increase of more than \$500,000 over the appropriation for the same work in last year's budget, will provide those personal services for the disabled and their families which are indispensable to supplement those provided by the government. The director of the Veterans' Bureau has recently expressed his desire that the Red Cross should continue and extend these "humanizing services." Other items of the appropriation for veterans relief are proportionately increased. An additional appropriation of \$200,000 has been made for Red Cross work in connection with regular Army and Navy hospitals and with the regular Army and Navy.

For disaster relief, the Red Cross has set aside for the current twelve months an appropriation of \$4,000,000, virtually doubling the appropriation for the same purpose for the fiscal year 1920.

More than \$2,000,000 is provided for service and assistance to the 3,000 Red Cross chapters by the national organization.

Concrete Pavement Is a Concrete Fact

More than the usual amount of interest was evidenced at the regular meeting of the Board of Trustees last Tuesday night.

Many property owners were in attendance and expressed themselves in no uncertain terms for a pavement and that pavement concrete.

Mr. Squires, representing the Great Smith Co., addressed the board at some length, giving reasons why it would be to the best interest of the town to adopt a future pavement.

Chairman Kibbler stated that the matter had gone far enough, and that, as the people of Carmel favored concrete, it became the duty of the board to voice that opinion in some immediate action.

Trustee Dawart, seconded by Tom Reardon, moved that a concrete pavement be adopted. It was carried, with all the members' present voting "Aye."

Durant Motor Co. of Oakland

George Larrabee, representing the Durant Motor Company of Oakland, is spending a few days in Carmel by the Sea, phoning stock up this company with some of our prominent citizens.

The Durant Company is erecting a new million dollar plant in Oakland and it is to have a capacity of twenty-five thousand cars per year, and will be in operation early in 1922.

Mrs. Clara Landsburg, well known in Carmel, died recently of heart trouble at her home in Alameda. She leaves one daughter to mourn her loss.

Attachment 6

WANTED: Housework between 10 a.m. and 3 p.m.; by the week or month; excellent cook and cleaner; would also care for children. Address P. O. Box 281, Carmel.

LOST: Large yellow cat; answers to name of Jeff. If found, notify Pine Cone office, or send postal to H. C. James, Pebbly Beach.



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PUBLISHED WEEKLY
BY THE PINE CONE PRESS

W. L. OVERSTREET, President
K. J. OVERSTREET, Vice-President
D. E. BOSTICK, Secretary-Treasurer

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W. L. OVERSTREET, Editor
PHONE 605 W 1

OFFICIAL PAPER OF THE CITY
NOVEMBER 10, 1921

WE CONCUR.

A newspaper does not belong to its owner, William Southern, Jr., owner of the Independence (Mo.) Examiner, told the Press Congress of the World, in session at Honolulu, in the course of a speech on "The Provincial Press."

"A newspaper is a public institution, and is not fulfilling its highest functions if devoted selfishly."

"As a fundamental principle, it is agreed that the truth is the basis of all correct journalism. To go beyond the truth is a betrayal of trust. To suppress the truth when it properly belongs to the public is always to be condemned and never practiced."

"Control of news or comment for business considerations is unworthy. News should be written and interpreted wholly and at all times in the interest of the public."

"Not only are these principles to be applied to the news and editorials, but to the advertising columns. Deceptive or misleading advertisements or advertising disguised as news brings disrepute to the newspaper which permits such tactics."

"It was a noted Frenchman who wrote, 'Suffer yourself to be blamed, imprisoned, condemned; suffer yourself even to be hanged, but publish your opinion. It is not a right, it is a duty.'"

OPTIMISM

No man's life is all sunshine. Sooner or later there comes a time when we are surrounded by the shadows of darkening clouds. Is the sun obscured? 'Tis only temporarily. Before long the golden rays will penetrate the darkness and we shall find ourselves in a brighter and warmer atmosphere than we perhaps thought possible. The best thing to do while the shadows of life are about one is to hope for better things to come. And if they never come you will have the satisfaction of dying with the belief that you had something coming to you besides six feet of earth due east and west.

RESPECT FOR LAW

"My duty is clear. As long as I am the responsible head of the department of justice, the law will be enforced with all the power possessed by the government which I am at liberty to call at my command."

The speaker is Harry M. Daugherty, attorney general of the United States. He is addressing the American Bar Association, in session at Cincinnati, but talking to the people of America. His words are of particular application to groups of individuals here and there who seem to imagine that laws are made to flout and that justice is powerless.

The attorney general serves notice on every deliberate law breaker that the hand of the federal government is against him and that the department of justice will do its utmost to see that respect for law is vigorously maintained. Whether the law is defied by violent group action, as in West Virginia, by scattered individuals or by organized peaceful resistance, the answer of the determination of the state to protect itself against the activities of those who would make mockery of law.

Americans will thank their attorney general for these words of assurance. There is much talk these days of leniency, of soft-handed justice, of protecting the rights of offenders. It is well to hear the other side of the determination of the state to protect itself against the activities of those who would make mockery of law. There is a fine flavor of militant law enforcement in these words of Daugherty.

HAS BEEN CHANGE

Oldtimer Talks of Past Thanksgiving Days.

Thinks Religious Character of Celebration Not So Generally Dwelt On as It Was—Grandma's Pies.

"Thanksgiving weather may be the same as it always has been," said the gray-haired, young-looking man. "My own recollection is that I used to go skating almost every year on that day, but the weather bureau insists that the climate has not changed and I don't dispute the point."

"But one thing I'm sure of—Thanksgiving day is not generally celebrated now as it used to be when I was a boy. For one thing, I don't believe many people have family prayers on that day, or any other, for that matter, but 50 years ago it was a very irreligious family indeed who did not



Like Grandma Used to Make.

hold a special Thanksgiving service of that kind.

"Thanksgiving meals were things to remember. Those were the 'good old days' when doughnuts were made as big as bricks, and 'twas not thought necessary to eat as many as six, but the doughnut came between meals, and on Thanksgiving day they were not greatly in demand."

"For breakfast we always had chicken with many 'fixins' and pancakes and sweet cider for dessert. It was a meal for all day, but not long after noon we all gathered for the feast, and it was a small family that did not muster at least twenty strong. We all went home to grandpa's, the last one of us. Commonly every living member of four generations would be together for that day, no matter how scattered their homes might be."

"After dinner there'd be enough outdoor sport to raise an appetite for six o'clock supper, and after supper indoor games among the young people till bedtime, but even the oldest were dragged into the games until they were tired out."

"There may be families that keep up the old customs even yet, but I wouldn't know where to look for them. Even if I did, I don't suppose I'd be able to get any of the mince and pumpkin pies. And if I should get any of them they wouldn't be such as grandma used to make."

The Pine Cone is read by 2000 persons every week.

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BOOKS AND AUTHORS



It's a queer thing about authors. Some of them seem to be born with pen-itch and begin putting their ideas on paper shortly after they take to solid food. Others don't get the impulse until they are well along in years.

Take Joseph Conrad, the great writer of sea tales, and the late Morgan Robertson these fellows were sailors until nearly forty, when they started in and wrote smashing stuff.

This book item, however, was to be about Francis Lynde. He was a rail reader in the Rocky mountain country until he had passed thirty-seven mile stones. Then he tried himself out at authorship. He did manage to connect with some of the smaller magazines and story vehicles enough to keep his pot boiling. But in 1898 he wrote three novels and each found a high mark of popularity. Thenceforward he had no trouble in selling stories to the cream of the publication field. In the last eighteen years he has written many stories among them "The Price," "The City of Numbered Days," "The Real Man," and "The Wreckers." His current offering bears the intriguing and attractive title "The Thirty Horse and a Dog."

John Galsworthy has attained high rank as a man of letters as well as a successful novelist. His writings, in addition to the beauty of their style, are distinguished for their keen and subtle analysis of character and their insight into the social problems of the day. They all afford valuable pictures of conditions in England during the later Nineteenth and early Twentieth centuries for the benefit of future students of that period. Galsworthy's position as a playwright is fully equal to his fame as a novelist, and his plays, which deal with important social and political problems, have aroused a considerable amount of interest. "Strife" and "Justice," the first dealing with all the complex conditions of a large and hard fought strike in a manufacturing district, and the second with the system of criminal procedure in England, may perhaps be singled out in this connection as especially noteworthy.

On November 3 Mrs. Isabella MacDonald Alden, known in almost

every country of the world as "Pansy," celebrated the eightieth anniversary of her birth. Mrs. Alden began to write when she was about five years of age and her first story was published when she was only eight. She has written more than 125 books and innumerable stories. These have been translated into many foreign languages, including Japanese, Armenian and Scandinavian. In spite of her long, scarce years Mrs. Alden, who is the wife of Dr. Gustavus B. Alden, a retired minister, and mother of Prof. Raymond MacDonald Alden, a member of the Stanford English faculty, is still writing. She was in Carmel a few weeks ago.

RESIDENT AND VISITING WRITERS IN CURRENT PERIODICALS

"Uncle Ling and Pink Matter," article by Harry Leon Wilson. (Saturday Evening Post, Nov. 5.)

The Goldfish Bowl, short story by Richard Bentinck. (Nov. Sunset.)

Ceceli Remains, short story by Adriana Spadoni. (October Century.)

"The 'I Want to Know' Club," article by Alma and Paul Ellerbe. (Collier's Weekly, September 17th.)

The Passing of Short Skirts, short story, by James Hopper. (October 1, Leslie's.)

"Dante—1921," poem by Charles R. Murphy. September Bookman.

NEW BOOKS BY WRITERS ASSOCIATED WITH CARMEL

American Catholics in the War, by Michael Williams.

Roads Going South, novel by Robert L. Duffus.

"The Black Boulder Claim," by Perry Newberry. Boys' Book.

Rogers and Company, novel by Ida A. R. Wylie.

The Story of Gotton Connixloo and Forgotten, by Camille Mayran, translated by Van Wyck Brooks.

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ITEMS
OF
INTEREST

Mrs. Valentine Mott Porter and her
mother and daughter, have returned
from Santa Barbara. They have been
away for the past month.

Mr. and Mrs. William C. Watts have
postponed their trip to the Orient for
a month and now plan to sail some
time in December. On their return
they propose to build a new home on
the Point. They have six lots near
Miss Margaret Stuart's home.

Mrs. Phil K. Gordon entertained
guests at dinner recently at the Blue
Bird Tea Room. The table was beau-
tifully decorated and a delicious spe-
cial dinner was served. The guests
invited were Mr. and Mrs. A. G. Hunt,
Mr. and Mrs. Grant Wallace and Mrs.
Clanton.

Diphtheria is at present claiming
the lives of more children than ever
before in the history of the state, says
the latest issue of the Public Health
News, a bulletin issued by the state
board of health. Under the caption,
"Diphtheria Situation Aggravating",
health officers are advised by the
bulletin to rigidly enforce health reg-
ulations in order that the spread of
the disease may be checked.

PROPERTY TRANSACTIONS

Deed—Carmel Development Co. to Harris D.
and M. L. Comings, lots 4 and 8, block X Add.
No. 1, Carmel-by-the-Sea.

Deed—Emma B. Keepers to Nellie Foster
Kirkham, lots 1, 2 and 3, block B, Carmel-by-
the-Sea.

Deed—Edith Macdonald to Ida M. Theurer,
lots 6 and 8, block Y, Add. No. 1, Carmel-by-the-
Sea.

Deed—Chris E. Gruger et ux to Mary B. Mc-
Farland, lots 7 and 8, block C, C. Add. No. 1, Car-
mel-by-the-Sea.

Deed—Agnes D. Signor to Elizabeth J.
Gillis, lots 3, 4 and 5, block B, Add. No. 1, Car-
mel-by-the-Sea.

Deed—Edith Macdonald to Ida M. Theurer,
Nov. 30, 1920, and 1920, 1920, lots 6 and 8, block Y,
Add. No. 1, Carmel-by-the-Sea.

Deed—Carmel Development Co. to Helen
Borden, Sept. 1, 1920, lot 5 and north street of lot
1, block FF, Add. No. 3, Carmel-by-the-Sea.

Deed—Minnie P. Shotwell to John H. McKee,
Oct. 24, 1920, lots 1 and 2 and north half of lots 3
and 4, block F, Add. No. 1, Carmel-by-the-Sea.

Deed—Louis J. Gill to Irving J. Gill, Oct. 18, 1920,
lots 2, 4, 6, 8, 10, Eugene P. Main, Oct. 28, 1920,
lots 9, 12, 14, block 130, Carmel-by-the-Sea.

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Attachment 6

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males—black, white and red. Great
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For the timely assistance
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Ranch, I wish to express
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The Carmel Pine Cone Cymbal

Tank, Not Jeep To Be Named City Of Carmel

Not a jeep, but a TANK is to be christened "Carmel-by-the-Sea" by Councilman Fred Godwin when he represents Mayor P. A. McCreery at the ceremonies to be held at Camp Beale on July Fourth when Governor Earl Warren accepts the Army's invitation to make the 13th Armored Division "California's Own."

In a fit of pessimism last week we speculated on the nature of the armored vehicle that Councilman Godwin had been delegated to christen and as there would be representatives of 285 other California cities at the Camp Beale ceremonies christening armored vehicles for their cities, we offered a guess that since we were jeep size, we would get a jeep. But either we underestimated the Army's opinion of Carmel or the number of tanks available for christening. At any rate, a letter arrived from the public relations department at Camp Beale this week which alleviated our fears and informed us that we are to have a tank. Also, we learn, that

our representative is to be entertained in fine style.

Here is a picture of the show in store for him as described by the Camp Beale public relations officer: "With a mighty phalanx of tanks and self-propelled artillery drawn up in formidable array, the Governor will christen General Wogan's command tank 'California' as mayors, chairmen of county boards of supervisors, and other dignitaries act as sponsors of the war machines named for the cities and counties."

"Immediately after the christening (Continued on page 13)

City Hall Honor Roll Reminds That Fifty-Eight Served in World War 1, All Returned to Home in Carmel

Hanging inconspicuously on the east wall of the City Hall council room is a plaque singularly evocative at this time of Carmel a quarter of a century ago—old Carmel village mobilized to meet its first World War.

Penciled in by hand on cardboard, in a carved oak frame bearing the various insignia of service, surmounted by a flag

and eagle emblem, handiwork of the late Charles Sumner Greene, appears the honorary list of 58 names (still apologetically subject to correction) of Carmel soldiers, sailors, nurses, Red Cross, Y.M.C.A. and K. C. workers in World War I.

Here are: Walter Anthony, army; Walter Albright, navy; Roy Babcock, army; Ludovic Bremner, navy; Rev. Reed B. Cherington, army; Donald Cochran, army; Theodore Criley, Y.M.C.A.; Jaime de Angulo, army; Charles De Vega, navy; Francis Duveneck, army; Mark Edwards, army; Eugene C. Gillette, navy; Floyd Glotsbach, army; Herbert Hand, navy; Lester Donald Hale, army; Russell Hall, army; Frank D. Hatton, army; Howard Hatton, army; Milton C. Horn, army; Henry Hitchcock, army; John Galen Howard, A.R.C.; John Northern Hilliard, Y.M.C.A.; Lewis Josselyn, army; Winsor Josselyn, army; Weaver Kitchen, army; Otto Lachmund, army; Harry Lachmund, army; Ernest Meadows, army; David F. Machado, army; John S. Machado, army; William Machado, army; William L. Maxwell, navy; Tom Naredo, army; Leon W. Narvaez, army; Perry Newberry, Y.M.C.A.; Robert A. Norton, army; Dewey Oliver, army; Robert Stoney,

army; Ernest Schweninger, navy; Frederick P. Search, navy; David P. Wolters, army; Gus Wolters, army; Julius Wolters, army; Luis F. Wolters, army; Philip Wilson, Jr., army; Louis T. Ward, navy; Grace Bean, army; W. Irene Morrow, navy; Charlotte Kett, A.R.C.; Vernon L. Kellogg, A.R.C.; Charlotte H. Kellogg, A.R.C.; Martel Stoney, army; Talbert Josselyn, Y.M.C.A.; James Hopper, war correspondent; Argyll Campbell, army; James Redfern Mason, K.C.; Arthur Cyril, army.

A study of this 1918 Honor Roll brings many questions to mind: Why was the list of names never completed? Why has the plaque itself remained in this deplorably unfinished state? What was the history of service of these men and women? And how were they identified in old Carmel life?

A search through Carmel council minute book unearths a single reference to this "standard for service stars." On August 6, 1918, in compliance with a nationwide request from Washington that cities prepare such record of their part in the war, the city trustees voted that a committee be formed under the chairmanship of Dr. C. A. McCollom. The December 5th issue of the Pine Cone fur-

(Continued on page 12)

Mayor Issues Emergency Order To Block Influx Of Fortune Tellers Here

The Editor's



Column

You'll find them

In Every Town

On page seven of this issue John Gilbert, Senior Warden of Civilian Defense, in a report of the blue alert last Sunday says: "In spite of repeated requests not to, people used the phone to such an extent that even though the regular staff was quickly augmented, the exchange was nearly swamped by the calls coming in."

The telephoners were not C.D. personnel, nor any one else who might conceivably have some legitimate business to phone headquarters. The calls came from the two classes of private citizens which exist in every community and which are a burden and a hindrance whenever an emergency, no matter how trivial, arises—the idly curious and the jittery.

The cause of their excitement on this occasion was the fact that the fire department siren had sounded two-two, and though it is the mossy old call to quarters which is used whenever a drill is ordered, they hadn't heard it recently so they assumed that some sort of emergency had arisen and

(Continued on page 4)

HONOR ROLL

The names on the honor roll printed on the cover of this issue are from the list furnished us by Mrs. Frank Bell who is custodian of the honor roll in Fortier's window. The spelling of the names and the branch of the service attributed to them were carefully checked in proof with Mrs. Bell's list, so that any error that may occur is not due to typographical inaccuracy but to the fact that she has received incorrect information from those who telephoned in the names to her when they requested that their relatives or friends be placed on the honor roll. Mrs. Bell and the Pine Cone Cymbal are aware that there are many inaccuracies and omissions in the honor roll due to the hit and miss manner in which the information comes to her. One of the purposes of printing the honor roll from time to time in the Pine Cone Cymbal is to bring these errors and omissions to the attention of Carmel people so they can cooperate in correcting them by telephoning Mrs. Bell, 375-W. Please do not phone your corrections to the Pine Cone Cymbal since we shall have to relay them to Mrs. Bell and she prefers to hear directly from you.

Mayor P. A. McCreery, making use of his emergency police powers, yesterday ordered City Tax Collector Thomas Hefling to deny all applications for fortune telling licenses for a week.

Swift action was necessary because over a dozen soothsayers, seers, palmists, crystal gazers, fortune tellers and similar delvers into the future were awaiting only July 1, the date for the issuance of new business licenses, to move in on Ocean Avenue and Dolores Streets with their Coney Island board walk trapping to make a clean up on the vacation and soldier trade, and the city council has no desire for a repetition of the police problem created by the gypsy fortune telling establishment that disfigured Ocean Avenue last summer.

The week of grace afforded by the mayor's order will give City Attorney Peter Ferrante time to finish drawing up an ordinance that will give the city council control over the issuance of fortune

(Continued on page 4)

"Ah, Wilderness" In Good Shape For Opening

"Ah, Wilderness," by Eugene O'Neill Carmel's annual Fourth of July play, is ready for inspection at the Playhouse, if last night's dress rehearsal is any criterion. It opens tomorrow night, with a second performance Sunday. The curtain will be at eight thirty sharp, with no quarter shown late comers, according to the management.

The full cast is as follows:

Tommy, eleven-year-old son of Nat, Miller, owner of the "Evening Globe," Colin Kuster; Essie, Nat's wife, Betty Stevens; Mildred, Tommy's sister, aged fifteen, Jean Weil; Arthur, her brother, aged nineteen, William Henderson; Lily, Nat's sister, Jean Humphrey; Sid Davis, Essie's brother, Kenneth Carleton; Nat Miller, Edward Kuster; Richard, aged seventeen, another son of Nat and Essie, Robert Anderson; David McComber, dry goods merchant, Frank Hefling; Norah, Ruth Warshawsky; Wint Selby, aged nine.

(Continued on page 11)

"Not Until Bombs Fell Did We Know Of Zep's Arrival"

Not all the Carmel men who served in World War I are on the honor roll in the City Hall. City Clerk Peter Mawdsley's bones ache with weariness in recollection of that period. He was not permitted to join the armed forces. He was too vitally needed at home, and home, for the Mawdsleys in 1917 was Lancashire, England. He did not become a Carmel resident and American citizen until after the war.

When war broke out, Mawdsley held a civil service position in his district that corresponds to that of clerk of Monterey County. Like most of the young men of that period, he was eager to join the army, but was told bluntly that he was needed more urgently at home. Gradually, the truth of that statement was borne home to him as his authority and work were

(Continued on page 12)

New High School Coach Hired at Board Meeting

At the first summer meeting of the Carmel School Trustees the members voted approval of Fred Albright, assistant physical education teacher at Palo Alto high school to fill the vacancy created by the resignation of Harold Buffa, Carmel high school coach, who is to take a coaching position elsewhere.

Approval was also given the new schedule of hours for the primary grades at Sunset. With the start of school next fall, grades 1 to 3 inclusive will have noon hour recess from 11:30 to 12:30. Upper grades from 12 to 1. The purpose of the change is to stagger the time the children will be served in the Sunset cafeteria. Arrangements were made for the lower playground to be supervised from 2:30 to 3:30 for those in the lower grades who wait for brothers and sisters in the upper grades to be dismissed at 3:30.

3 Bedroom Home, \$4,500

This very roomy, sprawling house, a bit Montecrish in type, has three lots, some trees, and is about 7 blocks from Ocean Avenue. It needs some paint, a little carpentering here and there. It could be a very charming home.

Elizabeth McClung White

Telephone 171

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Editorials...

(Continued from page 3)
they had to know the worst.

If the Japs bomb us, we'll know it, either by the long fluctuating blast of the fire siren or the explosion of the bombs in our peninsula beds, without calling up the police, the fire department, the mayor and civilian defense. In any case, our protective agencies can take care of us better if we leave their telephone lines free.

Besides, THE JAP'S AREN'T GOING TO BOMB CARMEL. We just aren't important enough to interest them.

His Honor and The Bus Boy

We learn from our favorite San Francisco daily that the Justices of the Supreme court are contributing 6.7 per cent of their salaries to the purchase of War Bonds. The announcement doesn't leave us breathless. For some time we have known that the employees of La Playa hotel here in Carmel are contributing 14 per cent of their salaries for the purchase of War Bonds. The week of the Artists for Victory Bond Drive, they contributed 50 per cent. That's a mark for the supreme bench to

The Carmel Pine Cone

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shoot at.

Practical Patriotism

Mrs. Jane Trevvett has something of importance to say to the women of Carmel. We are glad to pass on her message in this column.

"This letter is an appeal to the women of Carmel, but it is really meant also as a letter of information. It has been the experience of the Carmel Red Cross that whenever a need has arisen it has only been necessary to tell it to the people of our community and they give of their time and money and their enthusiasm. You gave your money in March so freely and so generously that Carmel went way over its quota. Now we are asking of your time.

"We have a new unit here for our Surgical Dressing work and it has been very successful. We have many faithful workers but I'm saying to the women of Carmel that that room should be full every hour of every day that it is open. Reports from many of the chapters tell us that because the war news is better and better the work in the Surgical Dressing Units has slowed down.

"This shall not happen in Carmel. Our Army and Navy hospitals both here and on all the war fronts are full of our wounded men. They need so many bandages we couldn't send them enough. That, of course, is not possible. But it is possible to fill our room to overflowing and we'll find a place to overflowing if every woman who possibly can, will come and give what time she can spare. You can make quite a few dressings in a half hour, you can make many dressings in an hour and you can make a great many dressings in a full day.

"Age makes no difference. Any women who can get about, can help with this work. You need no special uniform, a wash dress and any white covering for your head and you are ready to do your share to help our injured men here and on all the war fronts.

"You will be proud of the dressings you make and that's lots better than regretting the ones you didn't do.

"If you come at once, you'll come again, that I'm sure of. So come tomorrow and bring your friends."

Silence!

Not a glorious but a decorous Fourth of July observance for Carmel is the order of the day. A state law forbids the selling and discharging of fireworks. A city ordinance backs it up. And just in case any exuberant citizen has in mind making a tomato can bomb or firing off his hunting gun or side arms for the purpose of producing a little of the traditional noise associated with the day, City Judge George Ross informed the Pine Cone Cymbal that no loud noise, regardless of the source from which it emanates, will be permitted. He said that gun firers would be charged with disturbing the peace, firing a gun in a bird refuge and discharging firearms within the city limits. He'll levy a fine and confiscate the armament. What he will do to anyone setting off a home-made bomb—We quote him: "My education in arithmetic is not so advanced that I can figure out without the aid of a calculating machine a fine of such astronomical proportions."

So you see why the army chose Yankee Point for target practice last week. It's out of Judge Ross' jurisdiction. —Wilma B. Cook.

Mayor Issues Emergency Order

(Continued from page 3)

telling licenses, and the councilmen time to meet and pass on it.

Informed that the fortune tellers had been inquiring about licenses, the council at its last meeting instructed the city attorney to draw up an ordinance that would make it necessary for anyone desiring to operate such a business to have the approval of the council before taking out a license. The council would then be empowered to order a delay in the issuance of the license that would allow the police time to check on the record of the manner in which the applicant had conducted his business in other towns.

A special council meeting will be called early next week to act on the ordinance.

James Hopper In East Sells Yarn of Carmel

James Hopper, who had the distinction of being the first Carmel man to return from foreign duty in World War I—after serving at the front as war correspondent for Collier's, is now in New York, making news of interest to his many friends here. Latest word to reach the Pine Cone Cymbal tells of a new story sold to "This Week"—a story laid in Carmel and entitled El Sueno-by-the-Sea.

For some time after leaving Carmel last winter, Mr. Hopper was engaged in important writing for the Office of War Information, turning out radio news in French. For the past months, in his own words, he has been "pecking away at the typewriter like a mole—if a mole can be said to peck." With New York heat driving people out onto fire escapes, he thinks longingly of Carmel.

Mrs. Hopper—Elaine Lavrans in the Attachment World—joined him in New York several months ago, and is now studying with Ernst Wolf, having just completed a new sonata. Ernst Wolf and his wife, Thea Winter, Horace Brett, the famous cellist, Mrs. Brett, Roy Chanslor, formerly a newspaper man and now writing scenarios for Hollywood and his wife, Marjorie Torre Chanslor, the noted illustrator of children's books, form the congenial and stimulating group among whom Jimmie and Elaine are spending much time in New York.

Jimmie has just made a trip to New Haven to visit with his son, Dr. James Hopper, Jr., engaged at Yale in research on the effects of shock on the chemistry of the blood. Young Dr. James is coming West in the Fall to be Director of the Clinical Chemistry laboratory at the University of California medical school in San Francisco.

Haskins Family in Carmel

Mrs. Samuel Haskins of Los Angeles has arrived to open her house on Carmelo for the summer. With her are her daughter, Mrs. Janet Farr of Washington, D. C., and her two children, Francesca and Sammy, Jr.

READ THE WANT ADS

TAXI

Call 40

"Fatal Wedding" Four Nights Over Fourth of July

The Troupers of the Gold Coast are playing "The Fatal Wedding" tonight, Saturday, Sunday and Monday in California's First Theatre, Monterey. The old melodrama continues to draw capacity houses.

Irene Alexander, the director of the play, stepped into the part of "Delia" again last week-end much to the delight of her friends in the audience.



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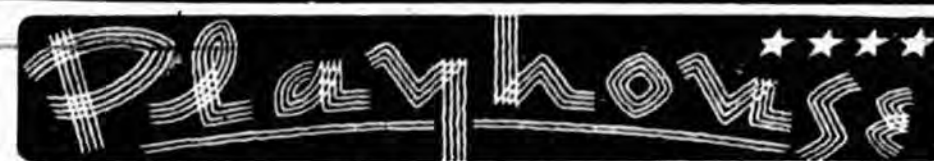
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By CHARLES A. WATSON

A number of people have noticed that their celery plants are going to seed and have wondered why.

It would take a lot of space to explain in detail the reason why this has happened, but briefly, it is because they were planted too early. We in California, where the weather is so mild in the winter time, cannot get used to the fact that plants have their seasons and if forced to grow against this law of nature they will do some queer things. Any celery seed planted before April 15th will be very apt to go to seed before making what we would call a nice bunch. They are really a bi-annual and should not seed till the second year, but when planted too early will seed the first year.

This is partly true of peppers and tomatoes, and while those planted early will produce early crops, yet they do not yield nearly so much as those planted later. If we planted out vegetables as near the time as they do in the East, where the winters are severe, we would have a much larger and better crop. The tomato, pepper and celery plants that are set out now will be far better than those that were set out two or three months ago.

Local Women to Have Use of Pressure Cooker

The fine new 7-quart pressure cooker recently given to the Parent-Teacher Association by Mrs. Robert A. Stanton is to have its use widely extended by the group of Carmel women who have equipped themselves to be Leaders in Home Food Preservation under the tutelage of Miss Anne Olsen, Home Demonstrator for Monterey County.

Mrs. Charles A. Watson, Mrs. Fred Strong, Mrs. R. B. Stoney, Mrs. Cedric Rowntree and Miss Lucille Turner have been authorized to make use of the pressure cooker in all cases where their judgment permits. It may be used at the Sunset school or in special cases, at the home of the would-be canner. A telephone call to any of the Canning Leaders will arrange matters.

And the Leaders wish to ask Carmel-housewives to call upon them before they start their home canning instead of after the work is done. One canner had four out of fourteen jars spoil because she called a Leader after she had taken care of the fruit instead of before. Now is the time for fruit and tomato juices to be put up in quantities and stored away for future shortage, say the Leaders. And the best way is to do it without sugar, thereby saving your sugar coupons for other use.

The Leaders also wish to warn against oven canning. Tests at the University of California show that the temperature varies in the jars and it is impossible to standardize the method so that all jars in the oven at the same time receive the same amount of processing. Unless the contents of each jar boil

the processing is inadequate and it is impossible to tell this in oven canning.

Also oven canning is unsafe because of the danger of jars exploding, due to the fact that pressure is built up within the jars without pressure from the outside. These points can be overcome by means of the hot water bath. A call to any one of the Canning Leaders—they are all in the telephone book, except for Miss Turner—will give you necessary instruction for the hot water bath method.

It is hoped that housewives will avail themselves of the opportunity of using the new pressure cooker—and it was not easy to get, say the Leaders. Appeal had to be made to the County War Board in Salinas and Mrs. Stanton was put to considerable difficulty in obtaining permission to purchase her generous gift to the P.T.A. Appreciation can only be shown by making as much use of the cooker as possible.

Excess chickens and rabbits may be canned and put away for next winter. No one may predict definitely future shortages but everyone may prepare for the unpredictable, says Madame Canning Leader. It is just a matter of picking up the telephone and talking the matter over with any one of the Leaders.

—S. R.

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CARMEL BY THE SEA
CALIFORNIA



One out of many (E Pluribus Unum) motto of the United States on all our coins. Significantly, it is one final victory out of many men in combat and out of money put into war stamps and bonds....

The more sacrifice we make on the home front, and the faster we make them, the fewer will be the sacrifices of our men in active combat....

- ... Would you pay a dollar to be able to crawl out of a fox-hole and stretch your cramped legs and back?
- ... Would you pay a dollar for a quiet, fear-free night's sleep?
- ... Would you pay a dollar for a warm shower and clean clothing after days or weeks of constant fighting and vigilance?
- ... Would you pay a dollar for a warm, tasty meal, seated at a table with family or friends?

Just one dollar from you in war stamps will bring any of the above to countless men in the service—for sure and sooner! Our government is asking every American to buy one dollar's worth of stamps during the month of July. All stamp sales this month will be ear-marked to buy the mystery flat-top, airplane carrier... the Shangri La, from which our planes can take-off, again, for Tokyo and other military targets.

Your ten cent's worth—ten times—is all that is asked.

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STAMPS ON SALE AT OUR CASHIER'S WINDOW AT ALL TIMES

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FEATURES

TWENTY-EIGHT YEARS OF
CARMEL FOURTHS OF JULY

Once upon a time, my dears, there was a delightful device invented by the ingenious Chinese. It was cylindrical in shape, beautifully red in color, and emerging from the top was string which, when brought in contact with a lighted match, sizzled and sputtered until it disappeared into the cylinder. Then, after an instant of suspenseful silence, the red cylinder would burst open with a teeth-shaking, soul-satisfying BANG! Carmel children were wont to shoot it off in great numbers on the beach on Independence Day as a tribute to liberty, justice, free speech and the self-determination of the individual. It is now extinct.

Also, once upon a time there was a group of drama loving Carmel citizens known as the Forest Theatre Association. For twenty-five years this group opened its season of plays in one of the most beautiful outdoor theatres in the world—the Carmel Forest Theatre—on July Fourth.

Now the Forest Theatre Fourth of July show tradition is also extinct. But while it lasted, it was adult Carmel's "different" way of celebrating Independence Day.

It would be a mistake, however, to think that Carmel could unite even in being "different." There were certain rugged individuals who had to be different from those who were being different. We quote from the Pine Cone files, issue of June 29, 1934:

"In years past the youth of town, long since grown into substantial business men, constructed a bomb out of a barrel bound with rope and scaled with tar, and lit the fuse in the vacant lot where now stands the Golden Bough theatre, known temporarily as the Carmel Motion Picture Theatre. The resulting blast broke numerous windows in the Pine Inn, but to this day nobody knows just who were the members of the band."

On only four Fourths of July in its history did Carmel behave as other small towns of the nation in celebrating the great day. Three of those occasions are fairly recent and generally known about. One of them, however, will be a surprise to most of the town. It has not survived in the memory of the citizens, and if it had not been preserved in the Pine Cone files of 1917, it would have been lost in the dark reaches of the past. But we shall come to that later.

The Forest Theatre Association was organized and a going concern in 1910. Whether or not the Fourth of July play was given regularly in the first years of the Association's existence, we cannot say with authority since recorded history of Carmel does not begin until 1915 when the Pine Cone was established. In the files of that year we learn that at least one Fourth of July Forest Theatre performance was given between 1910 and 1915. In a news story about the Junipero Serra pageant written by Perry Newberry and scheduled for the 1915 Fourth of July week end, we read that "two episodes of the same play were given in the Forest Theatre on July 4, 1911."

The 1915 version of the production was an undertaking of considerable magnitude. There were 400 people in the cast, 59 horsemen which appeared on the stage on their mounts as courtiers, vaqueros, and Indians. There were 24 speaking parts and a total of 368 supernumery parts. The Columbia Park boys were called upon to fill out as acolytes and Indian Braves. Dancers were under the direction of Jeannette Hoagland and included the Misses Devendorf, Murphy, Waud, Hathaway, Hooper, Leavell, Turner, Crumby, Wood and Perkins, and the Messrs. Bremner, Pawson, Hooper, Williamson, Hanna, Leidig, Munroe, McDonald and Campbell. Principals of the cast were Frederick R. Bechdolt as Junipero Serra, Daniel T. Willard, Dr. J. E.

POETRY



V

*V for the victory of the spirit!
Via, veritas, vita—
Let not the worldly falsities confuse us.
The way is love—
The truth is love—
The life is love alone!
All other triumphs crumble into ash
And scatter white and wanly on the wind.
He who proclaimed love's victory over death
Is with us still.
Break down the doors before this kingly guest;
Bid him come in before it is too late!
Bringing the kingdom and the glory with him:
Via! veritas! vita!*

—DORA HAGEMEYER



INDIAN SILENCE

*And in the wood
The acorn-covered ground—
But there was no one to gather the acorns now;
The Indians had gone—the only sound was a bird sound,
The only wind was a leaf-wind near the sky—
But the wood's voice clamored in our ears,
The wood people came to life . . .
Every dry, leafless tree was a brown voice shouting
Green from some forgotten spring.*

—ORIAN DEPLEDGE



ORANGE PEKOE

*I am not drinking tea:
Someone has led me to an eastern garden
Filled with ancient dreams.
Night is coming—
Overhead purple floats into the blue;
One star works a spell.
I hear the gliding breeze, new-risen,
Stir the trailing raiment of the twilight.
From the flowers at my feet rise perfume like whispers,
Which I catch, faint and far,
High chanting voices
And a slow temple bell.*

—CHARLES BALLARD



UNWEIGHTED

*When, freighted with fulfilment
Of things long struggled for,
Something of lack dismays me . . .
I am bereft once more.*

*I shift the burden, weary,
Preferring for the load
The buoyancy of poverty,
My wings along the road!*

—DANIEL HAWTHORNE

REVIEWS

Beck, Ludovic Bremner, R. Austin James, Berry Waud, Bonnie Hale, Shirley Williamson, Glenn Hughes, J. Selby Hanna, William T. Kibbler, Ed. A. Mills, Frances Pudan, Fred Leidig, Florence Herrick, J. Edward Pawson, Lillian Herrick, T. B. Reardon, William L. Overstreet, Grace Wilson, Katherine Cooke, Phyllis Overstreet, Jeannette Hoagland, Mrs. W. L. Overstreet.

How many do you recognize?

Headlines in the Pine Cone announced that "The Eyes of the State Are on Carmel," and Miss Ruth M. Agur of the staff of the El Paso Herald reviewed it glowingly under streamer headlines "Carmel's Most Spectacular Triumph—Three Wonderful Performances."

But it was only the beginning. 1916 Fourth of July week end saw the presentation of: "Yolanda of Cyprus" which embodies all the charm and poetic color that a Venetian drama of the sixteenth century could draw upon, and The Piper with its cast of seventy-five people which contains every appeal known to the local stage. Costumes designed especially for this production and made under the supervision of the women of Arts and Crafts, scenery by Arthur Vachell, De Neale Morgan and Perry Newberry, thirty-five of Carmel's most delightful children—these are features of the production. Winter Watts, the composer, has just finished incidental music for Yolanda of Cyprus, and Frederick Preston Search has a large orchestra in training for both plays. And boxed conspicuously on page one of this issue of the Pine Cone was the notice: "Following the first production of Yolanda of Cyprus Saturday evening, the members of the Forest Theatre Society and of the Arts and Crafts Club, and their friends will tender a reception to Cale Young Rice, author of the play, and Alice Hegan Rice, the writer, at Arts and Crafts Hall."

A Thousand Years Ago, by Percy MacKaye, and Maurice Maeterlinck's Blue Bird were Forest Theatre fare for 1917's Fourth of July week. Pygmalion and Galatea produced by John Northern Hilliard was especially notable in 1918 Independence week for the scenic and lighting effects of Daniel W. Willard, Arthur Vachell, George Seideneck and Herbert Heron. Alfred Noyes' Robin Hood produced by Garnet Holme appeared in 1919; 1920, The Yellow Jacket; 1921, Pomander Walk.

What was produced in 1922 we do not know as some vandal tore issues of June 29 and July 6 out of the Pine Cone bound copy of the file for that year. We would give our right arm—almost—to be able to replace them.

Kismet was the 1923 production and included in its cast: Susan Porter, Edward Kuster, John Jordan. Mr. Brent, prize play by Ira Remsen celebrated 1924's Fourth of July with a cast that included Helen Judson, Dale Leidig, Valentine Porter, Charles Van Riper, Phyllis Blake, John Northern Hilliard, Winsor Josselyn, Caryl Jones, Calvin H. Luther and Paul Flanders.

Iphigenia in Tauris at the Forest Theatre on July Fourth 1925 had competition with Merton of the Movies at the Golden Bough. The following year again two shows were running at the same time, Arms and the Man at the Forest Theatre and R. U. R. at the Golden Bough. If I Were King, was billed for 1927 with George Ball, Herbert Heron, Gladys Vander Roest and Constance Heron.

First indication of the tragedy soon to overtake the Forest Theatre Fourth of July productions comes in a news story following the production of Taming of the Shrew playing at the Forest Theatre in competition to Ten Nights in a Barroom at the Golden Bough. We learn that John Jordan, who had underwritten the "Shrew" suffered a heavy financial loss. We read in 1929 that Edmond Rostand's The Romancers made a profit. In 1930 Carol Aikin's God of Gods directed by Byron K. Foulger with special

(Continued on page Seven)

C.D. Responded Well to Blue Alert Sunday

By JOHN GILBERT
Senior Warden

Sunday's blue alert provided to those in the control room pretty good evidence of two things. The first of these was that the protective agencies, the Police, the Fire Department and the warden system, all understood what was expected of them and in the space of a few minutes were standing by in case the red alert should come. The efficiency of our local organization was the more evident in view of the fact that the sheriff's office in Salinas was not as prompt in relaying the alerts to us as they should have been. The other thing which the alert showed us was that in spite of repeated requests not to, people used the phone to such an extent that even though the regular staff was quickly augmented, the exchange was nearly swamped by the calls coming in.

The alert on Sunday was a blue alert which is not generally made public. It and the yellow alert which comes first are given to air fields, Police, Hospitals, etc. in order that they may be prepared should a red alert materialize. As there are many yellow and blue alerts which never go into a red, the confusion caused by making them public would not be justified.

The siren which was heard at 1:15 was the Fire Department's old 2.2 assembly call sounded for drills or whenever it is wished to call them to the fire hall. It has no connection with Civilian Defense or the Air Raid warning (a four minute fluctuating blast) but in this case it was blown to call the department to stand by during the blue alert.

Sunday was a good reminder of what to do in an alert. In a yellow or blue alert if you happen to know it, pay no attention to it. Nothing is expected of you till the red alert. When that sounds get to your house at once and stay there. It is the safest place for you to be. If you are driving a car stop at once, parking well off the road and clear of fire plugs. If the alert comes at night the above applies and in addition you must observe a complete blackout. In any alert do not use the phone. It can be of no help but can result in tying the hands of those appointed to protect you.

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Frank Newhall

Frank Walter Newhall, who passed away at the Community Hospital on the morning of June 24, was born at Lynn, Mass., at the end of the year 1869. He was one of eleven children in a New England home which stood for the fine principles and customs of our American life.

Before coming to California Mr. Newhall was with Wanamakers of New York. Here in the west he has long been associated with W. & J. Sloane of San Francisco, and has many appreciative friends in the Bay area who will miss him. Funeral services were conducted by his Masonic Lodge in the Tower Chapel of Oakland, on Saturday, June 26.

Frank Newhall never married, but the large family of his boyhood days made him sympathetically understand the problems of the young people around him, and he quietly found occasion to help them in their efforts to obtain an education.

Among those privileged to have been so aided is the distinguished musician, Frank Wickman, who has proudly called Mr. Newhall "Father" for forty years. He was clerking in a San Francisco Music House when Mr. Newhall perceived the lad's heart interest to be in music rather than in the sale of musical instruments. Then began the father and son relationship which has brought such rich returns to both men. For the past several years the two have made their home together at Carmel Highlands, where their loving neighbors, as well as the many friends of Carmel, now extend sincere sympathy to Mr. Wickman. They, too, will miss the kindly affection of "Father" Newhall.

M. A. R.

Capt. Goodfellow Wounded on Attu Back at Front

Among the names of 179 U. S. soldiers wounded on Attu released Monday by the War Department appears that of Captain Robert E. Goodfellow, whose wife, Mrs. Carmen Goodfellow, and 16-month-old daughter, Joine, are residents of Carmel.

Captain Goodfellow was wounded on the fifth day of fighting, and about four weeks later Mrs. Goodfellow received a letter written by him in the hospital, treating the matter quite casually, giving no details, and assuring her he would shortly be back with his regiment. Then two days later she was able to talk with a fellow officer on leave, who brought her the news to date. By that time her husband had completely recovered from a gun shot wound in the hip, and was once more at the front.

Captain Goodfellow, a graduate of the University of Oregon, and a reserve officer, resigned his post with the Valley Fruit and Produce company of Salem, Oregon, to volunteer for active service in August, 1940. From Fort Benning he was transferred to Ord, and

Twenty-Eight Years of Carmel Fourth of July

(Continued from page 6)

Indian songs and dances arranged by Snap Nelson was playing at the Forest Theatre for the Fourth of July week-end while Thripny Oprea was produced at the Carmel Playhouse. Yes, Doctor was the Forest Theatre production for 1931, a musical by Elliott Durham, with Clare Lee, Wallace Doolittle, Allen Knight and Jack Gribner in the cast.

Herbert Heron directed Salome in 1932 having in his cast, Sibyl Leonard, Ella Winter, David Matzke, Charles O'Neal, George McMenamin, James Broughton, Robert Overly, Lloyd Weer, Eugene Watson, Austin Chinn Jr., Tal Chesney, Cedric Rowntree and others.

Pirates of Penzance in 1933 did not shine alone in Fourth of July entertainment. There was a street fair for unemployment relief, number one of Carmel's conventional Fourth of July celebrations that still lingers in the memory of man.

Going Some, a comedy directed by Donald Lee, Hollywood, occupied the Forest Theatre stage in 1934. In 1935 there was no Forest Theatre play, but a two day village fair "devoted to the Forest Theatre" with dancing to Allen Knight's orchestra, Phil Nesbitt painting sketches, Mike Marotta, playing the accordion, Art exhibit conducted by Mrs. Nellie Brown, Alice Work in charge of the fish pond, Don Hale and the American Legion were in charge of games of skill, Bob Leidig conducting the Beano game, Ruth Goddard Bixler and Linda Simpson giving astrological readings.

Again no Forest Theatre play for 1936 Fourth of July. Instead, a news story to the effect that the Forest Theatre was in financial difficulties. Unless funds were raised to pay the City of Carmel \$850 in taxes, \$365 in penalties, the county \$285 in taxes, and a mortgage of \$600 on the property would be sold to satisfy the debt.

At 1937 the Carmel's Fourth of July consisted in a barbecue, with sports events at the Mission Ranch club with county fair fea-

established his family in Carmel before departing for Attu.

tures sponsored by the American Legion.

About the same time the Forest Theatre was taken over by the City and it was in sad need of repairs.

1939 and 1940 saw no Fourth of July celebration at all. In 1941 the Forest Theatre came alive for Fourth of July with Judith Anderson in Robinson Jeffers' Tower Beyond Tragedy.

With the exception of the street fairs and the Mission Ranch barbecue, in a period of twenty-eight years Carmel has had only one other typical, small town Fourth of July celebration—the program that is lost to memory but survives in the 1917 files of the Pine Cone.

Under the head: Carmel Celebrates, we read: "With the stage of the Forest Theatre set for a scene in China, 'A Thousand Years Ago,' a hundred Carmel residents assembled last Wednesday afternoon for an 'appreciation' of Independence Day, an event which occurred 141 years ago.

"The purpose of the meeting was stated by Frank Powers, and Rev. S. C. Thomas pronounced the invocation. A number of ladies led in the singing of the 'Star Spangled Banner.'

"Following the excellent reading of the 'Declaration of Independence,' by Michael Williams, a sincere, straight-from-the-shoulder patriotic address was made by Frank Powers.

"America" closed the meeting. "Thus Carmel celebrated the Fourth—the only community on Monterey Peninsula to hold a regular public celebration."

—Wilma Cook

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Gardeners To Get Free Fertilizer

At the precise time when garden-wise Carmelites are uneasily aware that this is the season to fertilize their fuchsias and wondering what they are going to use to build up their soil, Councilman Bernard Rowntree, who is also in charge of the Carmel Disposal Plant, announced that he has for free to those who will call for it as much fertilizer as they can haul away. It's dry, it's clean as horse or cow manure, and practically odorless.

He calls it San-Grow, San for the Carmel Sanitary District, and Grow for its effect on plants when dug into the soil.

As he has no means of grinding San Grow, Rowntree does not recommend it for lawns, but for garden conditions that permit it to be dug in, he recommends it highly.

Carmel gardeners wishing to take advantage of his offer should call him at 98-R to announce their arrival. They will find the plant down among the artichokes on the South side of Carmel river, west of the highway bridge. They are to bring their own containers—sacks or cardboard cartons.

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The Padilla Sisters who will entertain with Mexican songs at the Fiesta to be held at Roseland Dance Hall in Monterey Saturday, July 3 and in Salinas, at Armory Hall, Sunday, July 4. With the Padillas whose names are familiar to record fans for their discs of Mexican songs, are a group of native musicians and dancers who will participate in the colorful program.

OUT OF SCHOOL NOTES

By HELEN COWAN WOOD

Some people get into the swing and can't stop going to school. Last Monday among those who turned up at Pacific Grove high for the summer session were Suzanne Watson, Anne Gambee, Barbara Josselyn, Ruth Townsend, Mary Jean Matthews, Ann McElroy, Earl Stanley, and Bill Finner. Some are taking Chemistry, Geometry, and other requirements which will help them get their diplomas sooner, and some are getting in typing and other subjects which have been crowded off their regular schedules.

Pacific Grove also had another Carmel delegation there last week when the A.W.V.S. girls went to Holman's to sell stamp corsages. Jo Ann Thorn, Betty Powell, Andrea Del Monte, Ann Hodgson, Ester Van Neil, and Joan Janda were all there during the week. Each Wednesday these girls work on the USO scrapbooks which go out on shipboard with the men leaving for foreign duty.

A regular group has also organized to work on the scrapbooks at the Sunset library each Thursday afternoon from 1 to 4. The USO sponsors this group as part of the Recreation Work Program, and Mrs. W. H. Trimble helps the girls with the work. All high school age girls are welcome.

Joan Janda's corps has been on hand faithfully at the post office each Thursday, ready to take in stamp and bond money. Compared with school days, the going is slow. Total to date is \$64.64 for the high school, and \$60.30 for Sunset, which is small money for this group. How about saving up for Thursdays, instead of buying stamps any old day? The girls like to feel their 9 to 6 hours aren't wasted. There is no objection, either, says Joan, to selling stamps to out-of-town visitors, providing they are of school age.

There has been a noticeable back-to-the-soil trend for some of the hardier boys. The Luis Wolter ranch hired a number of boys during hoeing and weeding, and Earl Graft took a group up for potato digging. Arnold Pilling has gone up to spend the summer at Rancho Carmelo among the chickens and vegetables.

More transportation is needed to get swimmers over to the Pacific Grove pool on Wednesday mornings. Delos Bagby, who heads the Recreation program and teaches swimming, urges that those

who are driving cars over, come to Sunset school at 9:30, so that they can give a ride to those without transportation. About twenty-five swimmers have been going over regularly, with twelve in the beginning class and the others all the way up to crack divers. Ages range from 6 to 15, but the pool seems big enough so that they all get along fine.

Most of the boys have had no trouble being as busy as they want, or a little busier, with the many jobs around town. But the tale is told of one 12-year-old who found things a little slow the first week of summer. He canvassed his neighborhood one morning, and picked up 19 more-or-less regular gardening jobs before noon.

Barbara Sapsis and Joan Budd are collecting needles and pins for the Junior Red Cross this week in their section of town, down near the ocean, while Barba Jean Templin and Estrella and Alma Llorente are working in Paradise Park. More 10-to-12-years-olds are needed for this work. Phone Joan Daniels, 918, if you are willing to help, and you will be given instructions and the proper credentials.

Dick Gargiulo, Jim Campbell, (Continued on page 12)

War and Spiritual Peace Subject of Mission Forums

By FATHER O'CONNELL

In those times of uncertainty, when the order as we have known it is vanishing from under our feet, doubt for the future fills our hearts. When what we looked upon as realities now are empty shadows, despair, the brother-devil of doubt, takes possession of our very souls.

It is natural for people in such Attachment 8 to look to the eternal verities of Him who is the Way, the Truth, and the Light, the Lux Mundi.

Many are asking themselves today that if there be a God, why does He permit global atrocities to happen. To understand those things we must understand Christ. He said, "If you will be my followers take up your cross daily and follow me." Lincoln said, "The Almighty has His own purposes" and continuing, he said, "Trusting who can go with me, and remains with you, and be everywhere for good, let us confidently hope that all will yet be well." Shakespeare said, "We are in God's hands," and in Henry VIII he said, "Had I but served my God with half the zeal I served my king, He would not in my age have

left me naked to my enemies." Tennyson said, "Cast all your cares on God that anchor holds." Voltaire said, "If there be no God it would be necessary to invent one."

We have had so many inquiries from varying people that it has been decided to set up a forum where questions may be sympathetically discussed always having regard for the religious beliefs of others.

Starting next Monday evening at seven-thirty, and each Monday and Wednesday thereafter, those discussions will be open to anyone who may wish to come. The meetings will be at the Mission.

READ THE WANT ADS

Carmel Car Stolen In Pacific Grove

Miss E. Montgomery of Santa Lucia and Carmelo streets, was the victim of an unidentified vandal last Thursday morning in Pacific Grove.

Her car was removed from its parking place in the grounds of the Forest Hill Hotel and located shortly after by the police where it had been left on Olmsted avenue. Only a small amount of gas had been used, but a dent had been made in a fender. A bag containing papers only valuable to Miss Montgomery, together with her food rationing stamps had been taken from the car.



On Guadalcanal—

"One morning we installed a transformer. At noon a Jap bomb scored a direct hit with a thousand pounder and we couldn't tell which direction it went..."

This is a war in which technical civilian skills are proving invaluable on many fighting fronts.

Down in Guadalcanal, for example, when the U. S. Marines pushed the Japs off the island, a complete electric system was left behind by the fleeing Nips. It had been pretty thoroughly bombed and strafed, but an electrical repair crew from the U. S. Navy Task Force came ashore and went to work.

Day after day and night after night the Jap flyers came back to send bombs crashing down on the men as they repaired the electric system. But skilled hands used to "trouble shooting" back home worked right through the storm of war to put the generators, the transformers and the lines back into service. Now the lights are on, refrigerators are humming and electric razors are trimming beards with electricity from what the boys affectionately call, "The South Seas Light and Power Company."

This company feels particularly proud that two of the valiant electricians were former P. G. and E. employees, Chief Electrician's Mate William J. Evans, a line foreman at Tracy, and Asa S. "Ace" Anthony, an electrician's helper from Emeryville.

As this war goes on, there will no doubt be many stories about the men of this company, who are now more than 2300 strong in the armed forces. Each one is fighting to see that the lights stay bright wherever our flag flies.

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Parade, Magazine Photographers For Canteen Show

It looks as if Carmel was in for another nation-wide publicity spread, this time on account of the Barn Door Canteen which originating here as the brain-child of Ruth Cooke and Lee Crowe has become such a hit as a means of entertainment for the service men that it has attracted the attention not only of the National USO for whom it may solve many program problems but has also engaged the interest of the big-time news services. This Saturday both Acme and NEA are sending photographers to the Peninsula with instruction to secure fifty shots of the various activities at the Barn Door Canteen which serve to make this USO venture unique, and we can expect to see photographs of our local celebrities adorning the pages of the various picture magazines throughout the country in the very near future.

This program, which was started as an experiment to see if some means of entertainment could be worked out without using large orchestras or stage and screen stars, none of which were available on Saturday nights, has succeeded beyond even the wildest dreams of the organizers and has proved beyond the shadow of a doubt that with a little imagination and energy any small community, by slanting their program towards the background and resources of their own locality, can produce a show that is different and stimulating. Since the inauguration of the Barn Door Canteen attendance at the Carmel USO on Saturday nights has been upped some four hundred per cent and each week-end more and more men are spending their time there so that every inch of available space is now taxed to the utmost.

The local committee under the direction of K. Helen McKinstry has big plans for the coming week-end. Starting at 7:30 Saturday night there will be a big street parade on Ocean avenue under the direction of Ruth Cooke, complete with a Hillbilly Band and many cowboy and cowgirl riders plus the return appearance of Ferdinand the Bull. The floor show will include many unusual features and promises to set an all-time high in merriment and pulchritude. Franklin Dixon, whose amusing murals have been a feature of the bar decoration each week, is busy painting new scenery for the show and Noel Sullivan has promised to send even larger numbers of the livestock whose appearance makes the Barn Door Canteen so different and authentic. Helen Heavey is furnishing an old barouche to transport the Hillbilly Band, and Lynn Hodges and Betty Greene will supply horses for the parade as well as the saddles and other equipment used as decoration. Henry Dickinson, Fred Bechdolt and Erik Short are contributing the wild animal skins, snake

skins, Indian paintings, war-bonnets and trophies that adorn the bar, and Eleanor Vanderbilt Phelps is expected to be on hand with a bunch of her horses and riders to add color and real Western atmosphere to the proceedings. The ladies of the Church of the Wayfarer have charge of the refreshments as usual and a good time is promised for all.

Civilians can be admitted only as "Angels." Their admission fee is two dozen doughnuts and reservations for the strictly limited space in "Angel's Roost" must be made in advance by telephoning Carmel 72. It is extremely difficult to refuse admission to all of the civilians who desire to share in the weekly festivities, and many of whom have worked very hard in other branches of the USO endeavors, but they should realize that every civilian who is not functioning as a hostess or occupying the space provided by the "Angel's Roost" is forcing a service man to stand outside during the duration of the floor show.

Among those foresighted enough to have already made reservations for "Angel's Roost" this coming week-end include: Mr. and Mrs. Robinson Jeffers, Mrs. Joseph W. Stilwell, and Mr. and Mrs. George Hamilton.

The floorshow at the Barn Door Canteen last Saturday night included the following: Anne Strong, professional cowgirl singer and roper from Hollywood, who sang and danced while twirling ropes up to the length of 80 feet; a very mystifying magician by the name of Mitacek from Fort Ord; Cpl. Davenport, of the Air Force who entertained a la Dwight Fiske, The Hillbillys from Fort Ord with Pellem, accordionist; Peggy Rees, Indian dancer; Rachel Morton, soprano; The Hildebrand Sisters, long favorites with the service men; and the Six Shipwrecked Goons, a screamingly funny act from the Naval Base. Ruth Cooke was Mistress of Ceremonies and the excellent food was provided by the Church of the Wayfarer.

Angels at last Saturday's Barn Door Canteen were: Mr. and Mrs. George Hamilton, Dr. and Mrs. G. H. Taubles, Miss Ann Reed, Miss Cecil Powell and Mr. C. B. Tompkins. —L. T. C.

Bechdolt Settles Washington Quandary; P. O. Closes Monday

The Post Office Department in Washington couldn't make up its mind whether the Carmel Post Office should be open or closed Monday following the Fourth of July, so Postmaster Fred Bechdolt settled the matter for the harassed federal government. The local post office will be closed. That is, the windows will be closed and mail will be handled on Sunday schedule, though the building will be open so that box holders will have access to their mail.

The first order to come through from Washington said that the post office must stay open but the clerks would not receive compensatory time. (Time off at another time equal to the time worked on the holiday.) Next came an order saying the post office should stay open and that the clerks should have compensatory time. Finally came an order saying the postmaster could decide for himself whether the post office should stay open and the clerks given compensatory time or whether it

NBC Announces 5 Programs on Post War Plans

The following is a listing of a series of radio programs under the auspices of the Commission to Study the Organization of Peace and of the NBC "Inter-American University of the Air," 4:00 to 4:30 Saturdays, KPO.

July 3—"Making the World Secure." Senator Elbert D. Thomas of Utah, chairman committee on military affairs; Rear Admiral Harry E. Yarnell, U.S.N., retired; Clark M. Eichelberger, director Commission to Study the Organization of Peace. Clyde Eagleton, professor of international law, New York University, moderator.

July 10—"Alternatives for War." Senator Claude Pepper of Florida, committee on foreign relations; Quincy Wright, professor of international law, University of Chicago; Anne O'Hare McCormick, member of editorial staff, New York Times. Moderator, Henry A. Atkinson, general secretary Church Union and World Alliance for International Friendship through the churches.

July 17—"Food and Health in the Future." Chester C. Davis, James G. Patton, president National Farm Union; Frank G. Boudreau, chairman United States Nutrition Board.

July 24—"World Problems of Labor." Matthew Woll, executive vice-president American Federation of Labor; James Carey, secretary general Congress of Industrial Relations. Moderator, Carter Goodrich, chairman of governing body, International Labor Organization.

July 31—"Problems of Communications." Francis Harmon, executive vice-chairman War Activities of the Motion Picture Industry; James Lawrence Fly, chairman Federal Communications Commission. Moderator David Sarnoff, president Radio Corporation of America.

should be closed. In view of the fact that Assistant Postmaster Fred Mylar hasn't found a sufficiently quiet period in post office business to give the force the compensatory time still owing them from staying open the Memorial Day holiday, Bechdolt decided not to get the post office any further in debt to the force for compensatory time by staying open on the holiday following the Fourth of July.

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Non-Fiction: The Reminiscences of Lady Randolph Churchill, by Jennie Jerome Churchill (published in 1908); Young Lady Randolph, by Rene Kraus; Combined Operations, published by British War Office; Exploring the Dangerous Trades, by Alice Hamilton; New Eyes for Invisibles, by Rufus M. Jones; A Time to Act, by Archibald MacLeish; Vichy, by Leon Marchal; The Art of Murder, by William Routhead; English Social History, by G. M. Trevelyan.

Fiction: The Voice of the Trumpet, by Robert Henriques; The Whole Heart, by Helen Howes; Passengers to Mexico, by Blair Niles; The Waltz Is Over, by Hester Pine; White Ensigns, by "Taffrail"; Mr. Winkle Goes to War, by Theodore Pratt; Men from Nowhere, by Jean Malaquais; For Those in Peril, by Edith A. Holton.

NOTE:—Will the person who has been taking the Monterey Peninsula Herald each day from the Carmel Library please remember that other people enjoy reading it too.

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Judge Ross Nicks Offenders for \$1000 in Month of June

Judge George Ross was thinking in terms of the war debt when he assessed two fines for drunk driving this month, one for \$350, the other for \$250. As a result, along with the usual fines for miscellaneous offenses, he will turn over to the city \$1000 collected in his court for the month of June.

The miscellaneous fines range from \$1.00 for parking not according to regulations, to \$50 for staggering around under the influence and annoying the citizenry.

Speaking of the heavy fines in the two cases, he stated that as drunk driving is a menace to life and limb of innocent bystanders, he will continue to crack down on any and all that are brought before him charged with this offense.

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IRENE ALEXANDER, SOCIAL EDITOR

Phone your personals and parties to Carmel 2

Eade Jordan at Camp Callan

Eade Jordan, who entered the U. S. Army last March, completed his preliminary training at Camp Callan, San Diego, this week, and will go on to technical school from there. His mother, Mrs. Sylvia Meeter Jordan, of the Sunset school faculty, started out for Mexico a week or so ago, and stopped over to visit with him enroute. To her delight, she was greeted by, "Gee, mom, it's lots of fun here!" His evident enjoyment of the new routine more than made up for the fact that she was unable to make train reservations any farther than Los Angeles—even had to wait over a week to return to Carmel. Now she is hoping to be off for Jalisco and the native research she plans for the summer by the middle of the month.

Bixler Reunion

Seabee Bixler was in town this weekend. Arriving on Saturday from his station in Rhode Island, he spent the time until Monday with Mrs. Bixler's mother, Mrs. Emma Goddard and his two daughters, Laurel, just completing her freshman year at U.C.L.A., and six-year-old Ruth, here for a visit from Santa Monica, where Mrs. Bixler and the family make their home for the present.

Here also for the weekend was Ernest Bixler's twin brother, Dick, now stationed in the Bay Region with the Navy air corps.

Chief Petty Officer Bixler reported on Monday at Livermore, from where he expects to be sent to Hueneme, near Oxnard.

June Graduate

John Durbin Sayers, Jr., was among the 421 seniors who received their diplomas from San Jose State College at commencement ceremonies held in the quad at 4 o'clock on Friday, June 18. Now he is enrolled at Columbia University in a training course designed for a commission in the navy. His parents, Mr. and Mrs. J. D. Sayers are spending the next three months in Carmel at their home on Camino Real.

Paul Gans Here

Mr. and Mrs. Paul Gans spent the early part of this week in Carmel. Mr. Gans is a contributor to "Calligraphs," an ultra modern magazine of ultra modern poetry, and stopped in the Pine Cone Cymbal office to inquire about his friend, Don Blanding.

Judge Ross Wedding

Another wedding occurred in Judge George Ross' chambers Saturday afternoon when the city judge married Carlton Drake and Madalyn Silvey of Hollywood. Dolores Martinelli of Los Angeles and Jack Martinelli of Sacramento were the witnesses.

Pilot Weiser in Oklahoma

Pilot Gus Weiser and Mrs. Weiser have departed for Oklahoma, where a new plane awaits him.

To San Diego

Mr. Clayton Neill has departed for San Diego on a business trip, and in the meanwhile Mrs. Neill and the children are visiting in Modesto.

To Carmel Valley

Mr. and Mrs. Joseph Thorn have taken a house in Carmel Valley for the month, during which Mr. Thorn will commute back and forth to his office in Monterey.

Catering

Gussie Meyer
Will Take Small Parties
Luncheon - Tea - Dinner
Carmel 1939-J
Please Call Before 10 a.m.

George McElroy to Tahoe

George McElroy departed for Lake Tahoe last week and an interesting summer job.

Ranching—

Bob Barry and Stephen Brooks are vacationing at Stephen's father's ranch near Saratoga.

Dene Denny Returns

Dene Denny returned Thursday to the North Dolores street home which she shares with Hazel Watrous, after a visit with her family in Aetna, Siskiyou county.

Democratic Club Meeting

The Carmel Women's Democratic Club will meet in the Sunset school library on Friday, July 9, at 2 p.m. Subjects that will be discussed by the members are: From War to Work and One View of Russia.

Warren Johnson House Guest

Bill Kane, son of General and Mrs. Paul V. Kane of Corvallis, Oregon, has been a house guest this past week of Warren Cottle Johnson at his home on Newberry Way. Bill and his brother Walter, former students at Carmel high school left here for Oregon a year ago.

Tuesday's Dance Party

Sunny Cook was hostess on Tuesday evening at the home of her parents where she entertained twenty of her schoolmates with dancing and refreshments of chocolate cake and root beer. The prize waltz was won by Linne Barderson and Katherine Van Houten, while honors for jitterbugging went also to Linne and his partner, Betty Dougherty. Other guests were Peggy Riker, Rita Hazeltine, DuVal Roberts, Beverly Dowgiallo, Katherine Van Houten, Becky Bell, Sherlie Sousa, Jeannette Reel, Lee Winslow, Rod Dewar, Mike Monahan, Bob Rissel, Ray Wermuth, Dick Cox, Lou Frost, Pat Casey, Lew Earl McCreery, Owen Greenan and Curtis Gorham.

Steinbeck-Howard Wedding on 4th

The wedding of Mrs. Carol Henning Steinbeck to First Lieutenant Loren Alanson Howard, U. S. Army, will take place at 4 p.m. in the chapel of the East Garrison at Camp Roberts, Paso Robles.

The bride, daughter of Mr. and Mrs. Wilbur F. Henning of San Jose, and sister of Mrs. Paul Budd of Honolulu, has made an enviable record for herself in Carmel's volunteer war and defense effort since coming here to make her home.

Lt. Howard, a native of Duluth, Minnesota, is the son of Mrs. Clifford G. Howard of Spokane, Washington. He graduated from the University of Washington, where he was prominent in track and football, a member of the varsity team. He is now stationed at East Garrison, Camp Roberts.

Mrs. Elizabeth Doyle Gass will attend the bride, and Colonel William Crofton of Fort Ord is best man. Mrs. Virginia Mikulak and a party of Carmel friends of the young couple will be present for the ceremony.

Following a brief honeymoon, Lt. and Mrs. Howard will reside in Paso Robles.

Jim Thoburn Gets Wings

James H. Thoburn, son of Mr. and Mrs. James H. Thoburn, the former one time Carmel mayor, graduated last week from Naval Air Training Center at Corpus Christi and was commissioned an ensign in the U. S. Naval Reserve. He and his brother Alan who is now a lieutenant with the Army Engineers in North Africa, attended Sunset and Monterey high school. His parents now spend much of their time on their ranch near Sonoma, California, making occasional trips to Carmel where Mr. Thoburn has a partnership in the real estate business with P. A. McCreery.

Art for Soldiers

Two paintings by Ida Maynard Curtis, who resides at Santa Lucia and 14th streets, Carmel, have been drafted by Art in National Defense, Inc., of New York, and will be shown at the various camps in the country for the duration. Paintings selected were: "French Village" and "Ojai Valley."

Bud Carter in Africa

Recent word from Lieutenant Douglas Carter, Jr., is that he is at present on active duty in North Africa with the U. S. air force.

Bill Askew on Vacation

Bill Askew, Carmel street superintendent, with his wife and two sons are vacationing on his mother's ranch in San Joaquin valley.

Birthday Celebration

Sunny Cook spent the week end in San Francisco with her grandparents Mr. and Mrs. W. C. Bullard to help celebrate Mrs. Bullard's birthday Sunday.

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A Home away from Home

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Single 2.00 up
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ENTERTAINMENT

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Cocktail Hour — 5 to 8

Entertainment by SUSAN DUVALL

BOB HARBORT—8 to Midnight

Complete Dining Room Service 6 p.m. to Midnight

Dienelt House Guests

Mr. and Mrs. John A. Dienelt of Burlingame spent the week with their son and daughter-in-law Mr. and Mrs. Bert Dienelt in their new home, the farm house at the Mission Ranch which has been redesigned by Mrs. Dienelt. The family moved last week from their former home on Ridgewood Road.

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will YOU
start a
FOREST FIRE
this year?

Don't Say "No" Until
You Read This—

SURE YOU KNOW all about forest and range fires. How they destroy timber, which is a critical war material, and feed for cattle and sheep. How they rob us of precious man-hours—nearly eight million every year. How they cripple supplies of water that are vital for electric power and irrigation.

"So what?" you ask, "What can I do?"

YOU can do more than anyone else because it's folks like you—good, honest, fighting American citizens—who start the most forest and range fires.

Sounds incredible, doesn't it?

But here are the facts: Careless Americans last year started more forest fires than lightning, saboteurs, and incendiaries put together.

We can't let it happen again this year. So when we are in or near forests, farm woodlands, brush and grass—remember: WE are the key men and women in this fight to protect the home front, and we mustn't let Our Carelessness be the Enemy's Secret Weapon.

Prevent Forest Fires

CALIFORNIA WATER & TELEPHONE CO.

Dolores & 7th, Carmel

439 Tyler St., Monterey

Pine Needles

To Honor the Martin Baers

Mrs. Elliott Bright and Mrs. Catherine Van Horne were co-hostesses on Tuesday afternoon at a tea in honor of Martin Baer, whose oil exhibit opened at the Carmel Art Gallery on Thursday, and his wife, Janina Liszkowska Baer. This was the first reunion of Mrs. Bright and the Baer family since the days when all three were living on the Island of Ibiza. Other guests at the tea were Mr. and Mrs. W. H. Hargrave, the Misses Jessie and Catherine Colvin, Mr. and Mrs. L. Kellogg, Dr. and Mrs. H. M. Tolfree, Mrs. Robert Duncan and Mr. and Mrs. Harry Nye.

Miss Karen Kimball

Lieutenant and Mrs. Ralph Kimball of 4th and Santa Fe streets became the parents of a baby daughter, Karen Ruth, on Monday, June 28th, at the Community Hospital.

Harvey Short, West Point Graduate

Lieutenant James Harvey Short was among the recent graduates of the United States Military Academy at West Point, and came directly to Carmel to spend a brief holiday before departing for Fort Benning, Georgia. As Harvey Short, in the days when his parents, Mr. and Mrs. James Vernon Short of Berkeley, with the family, spent their summers here, he made many lasting friends in Carmel. His mother and aunt, Mrs. Raymond V. Wilson, went East to attend the graduation ceremonies at the Point. His brother, Irving Ritchie Short, is now taking his basic army training at San Antonio, Texas, preparatory to entering officers' training school.

Lt. Short expects to spend three months at Fort Benning, after which he will proceed to Fort Lewis, Washington.

Costume Party

Dick Cox was host on Wednesday evening in the home of his mother, Mrs. Elmer Cox, on Scenic Drive, at a costume party during which the young guests were entertained with dancing and games. Prizes for the most original costumes worn went to Betty Dougherty, dressed as a battered and bandaged football player and to Mike Monahan, who appeared as a soldier fresh from the field of battle. For drawing the best squirrel picture in the dark, Mike Monahan again won first honors, and the prize for the funniest picture went to Catherine Van Houten. Refreshments of cake, cookies and pop were served. The complete guest list included Peggy Riker, Sherlie Sousa, Shirley Petty, DuVal Roberts, Sunny Cook, Becky Bell, Jeannette Reel, Beverly Dowgaillo, Rod Dewar, Lee Winslow, Linne Bardarson, Curtis Gorham, Owen Greenan, Frankie De Amara, Lou Frost, Lew Earl McCreery, Pat Casey and Bob Risel.

Here for Board Meeting

Mr. J. W. Getsinger was in Carmel this week, taking time off from his summer school work at Stanford University to attend the Board of Education meeting on Thursday.

"Ah, Wilderness" In Good Shape For Opening

(Continued from page 3)

teen, classmate of Arthur's at Yale, William Huggins; Belle, Ruth Warshawsky; A Bartender, Frank Hefling; Muriel, David McComber's sixteen-year-old daughter, Dorothy Brown.

The action of "Ah, Wilderness" takes place on July 4th, 1906. This was only four years before the opening of Carmel's Forest Theater, later to become famous, an opening which many of us remember; yet the changes in American life during the intervening period are amazing. The family automobile, the radio, the motion picture (not to speak of the 18,000 stageless "theatres" of the country devoted to the same), the airplane, electric refrigerator and washing machine, jazz, "blues" and swing, slacks, and men's soft shirt—all these items, and many others, mark the change in our daily lives.

This humorous and tenderly reminiscent play by America's foremost dramatist, which he himself calls a "comedy of recollections," makes the most of the opportunity of restoring for an hour or two to the casual theatregoer of today a feeling of the simplicity, humor and sweetness of small-town life at the turn of the century, when international skies were clear and the daily newspapers had difficulty in finding news items warranting the giant headlines which are the rule today.

reminiscent play by America's foremost dramatist, which he himself calls a "comedy of recollections," make the most of the opportunity of restoring for an hour or two to the casual theatregoer of today a feeling of the simplicity, humor and sweetness of smalltown life at the turn of the century, when international skies were clear and the daily newspapers had difficulty in finding news items warranting the giant headlines which are the rule today.

Edward Kuster, in charge of the production, promises some pleasurable surprises among the newcomers whose names may now be added to Carmel's long list of first-rate actors. The famous "bar room scene," as well as the tender little moonlight-and-crickets love scene, will be played on the forestage, right and left, which reduces scene shifts to an absolute zero and is a money-back guarantee of "no long waits."

Tickets at the uptown office of the Playhouse, Dolores street opposite the Bank of Carmel.

The Cochranes Here

Mr. and Mrs. Ed Cochrane spent several days this week in Carmel. They are now living in Pasadena where Mr. Cochrane is engaged in directing and serving as technical advisor in the movies.

Mr. and Mrs. Rudd Vacationing

Mr. and Mrs. Arthur Rudd are spending a holiday in Carmel. Mr. Rudd is sales manager for the Gallup Poll of Public Opinion, and while here is scheduled to speak in Monterey on the subject of the poll.

Old Monterey Theatre Re-opens

The Rio Theatre in Monterey, formerly the Strand, in the Elks building on Alvarado street opposite the State Theatre, re-opens this week end, completely redecorated and renovated, after being closed for the past 17 years.

Julian deCordova Tells Lions of Early Voyaging

Julian deCordova, 92-year-old globe trotter, philanthropist and art patron, as the guest of Robert Emmett O'Brien, entertained the Carmel Lions at their dinner meeting at the Pine Inn Tuesday evening with recollections of his trip across the continent in 1871 to San Francisco where he embarked on a side-wheel steamer for China.

In the interim of his trips around the world he has frequently stopped off to visit in Carmel, and now he intends to remain here until the end of the war.

During the business meeting, the members were reminded that ladies' night dinner will be held next Tuesday night at the Pine Inn at seven o'clock, the occasion also for the installation of office attachment. Godwin will be master of ceremonies. Bob McMenamin, Louise Welty, Bob Bratt, Lew Kramer, Carl Bensberg and Seamen Ross and Torres will contribute to the entertainment.

Billy Burke and Pine Cone Grab Off Low Number Licenses

The early birds were getting the low numbers yesterday when city business licenses became due and payable. Billy Burke got his No. 1 for the Carmel Hardware as usual. The Pine Cone Cymbal was in the scramble to get No. 2, for no better reason than it always has had it and it corresponds to the Pine Cone telephone number, and maybe we vibrate to number 2, who knows?

City Tax Collector Thomas Hefling sent out 320 notices Monday, and reports that on the first day, 35 were paid for. Delinquency date is July 31.



FROM YOUR HEAD . . . and for your head, have you seen the fascinating collection of John Fredrics model hats at CHRISTINA HUNT? A little blue linen bonnet to wear backwards or forwards, a gem-green coolie, or a hoop of straw; and some felts in the new fall shade, "Sunnies Blue" to go softly with a suit or coat. Unique is the combination of straw and felt fashioned into brilliant little twists for milady's head. You'll find them at CHRISTINA HUNT.

TO YOUR TOES . . . The LEATHER CRAFT STUDIO on Ocean avenue has real Mexican sandals in natural leather. They're perfect for your casual everyday, come in every size, all of the pure fine leather that wears and wears, and they're not rationed. Neither are the Ecuadorian sandals which are rope-soled with taps of bright worsted. I saw them in several colors! Especially convenient, and pretty accessories for any costume are Philippine bags, monogrammed or embroidered. The clever thing about these bags is that they can be unsnapped from the wooden handle of the bag to launder.

The delightfully illustrated

New Shipment of Wash Dresses

Junior Sizes
9 to 17
also
16 to 44
and a Nice
Selection of
HALF SIZES
3.98 to 8.98

Juney Lee

Ocean near San Carlos
Carmel

child's book, "The Little House," by a former Carmelite, Virginia Lee Burton, is attracting attention at the VILLAGE BOOK SHOP. "The Little House" received this year's Caldecott Medal awarded for the best illustrated children's book. "Said with Flowers," a Crime Club mystery story by another well-known Carmel author, Anne Nash, is also on sale this week. At one time Miss Nash had a flower shop here, and has used this as the setting for her exciting story. Daphne du Maurier's most recent novel, "Hungry Hill," is now at the VILLAGE BOOK SHOP.

—Martha Bullitt

New Army Daughter

Anne Lorrain Yenny was born on Saturday morning, June 26, at the Community Hospital. Her parents are Lieutenant and Mrs. Wayne Yenny of Carmel.

CAROLITA

Teacher of Authentic
Spanish Dancing
Girl Scout House
Telephone Carmel 7
Carmel



A Salute
to
Our Men
on
Carmel's
Roll of Honor

P. A. McCreery

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FASCINATING ANTIQUES
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OVER THE 4th

GET THE BEST
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Shop Early to
Avoid Holiday Rush

Corner San Carlos and Ocean

For Deliveries Call
Carmel 167

KIP'S
FOOD CENTER

City Hall Role Reminds That 58 Served in War

(Continued from page 3)

nished the names of his committee: Mrs. E. K. de Sabla, Mrs. M. E. Hand, D. W. Gill and, Rev. S. C. Thomas; together with their full and elaborate plans for collecting and recording all data regarding engagements participated in by Carmel's service men, as well as the preparation of a booklet commemorating the work of patriots on the home front. Unfortunately, no living member of the 1918 honor roll committee remains to tell how fully these plans were carried out.

The Pine Cone files during 1917 and '18 carry, however, many a reference to those departing soldiers and sailors, and an interesting glimpse of activities on the home front.

Ideas about the population of the community were as vague in those days as now, apparently, for on May 17, 1917, the Pine Cone editor, William Overstreet, proudly hazarded the guess that at least 25 men would be found here between the draft ages of 21 to 30. Four weeks later, when the registration officials—George F. Beardsley for the town of Carmel and William E. Martin, for Carmel Valley, conducted the first registration, 83 men appeared. To quote from the Pine Cone news story of that important day: "Each conscript, after registering, as he was leaving the City Hall, was met by a young lady who decorated his manly bosom with a red, white and blue badge, bearing the inscription, 'Registered.' These young ladies were on duty in 2 hour shifts for 14 hours." Among the registrants was one enemy alien.

In the meanwhile, preceding the draft call, Walter Anthony joined the Engineer Corps; Eugene Gillette, who had captained the Monterey high school cadets, entered the army; Lewis and Winsor Josselyn set out for Pasadena to enlist in the U. S. medical corps; Argyll Campbell "Passed a most successful military examination" and went into training at the Presidio in San Francisco; R. B. Cherington entered the Reserve Officers' Training camp in San Francisco, as did also Albert Van Houette; and Earl Warren entered the navy. All this amid loud complaints in the press that army and navy recruiters did not come to Carmel.

F. B. Duveneck, formerly an inventor with Westinghouse, joined the colors early in the summer, and Mrs. Alice Josselyn journeyed south to see Winsor and Lewis off in the Number 1 Ambulance Corps of Pasadena, to train in the Hospital Corps camp at Allentown, Pennsylvania.

In the first group of men drafted, in August, were Roy Babcock, John S. Machado and Ernest Meadows. In the same month, Argyll Campbell was recommended for a commission in the Judge Advocate General's office; R. B. Cherington was transferred to the Quartermaster's department, and made a second lieutenant. Then the elder Lachmund brother, Otto, joined the aviation corps at Princeton, N. J., the first recorded Carmel flyer, followed a week later by his brother Harry, while Jaime de Angulo entered the Medical Corps at American Lake. Henry Hitchcock and Roy Babcock were tendered a farewell banquet at the Monterey Fire House on the eve of their departure respectively for American Lake and Camp Lewis.

By the fall of 1917, Ludovic Bremner had joined the navy, Dewey Oliver and Luis Wolters had gone, and Perry Newberry had exhausted every other avenue of approach to service but the Y.M.C.A. One obstacle remained in that direction—the fact that he was not a church-goer, let alone a member. This obstacle he hurdled valiantly, taking out a membership, but insisting, in true Perry fashion, upon making a brief

speech on the occasion, setting forth his motives with blunt honesty.

By November 15 Jimmie Hopper was on his way to France as war correspondent for Collier's.

By the end of '17 we find Weaver Kitchen at Camp Mills, New York, and David, the fourth son of Luis Wolters to enlist, stationed at Mare Island with the Marines. Lewis and Winsor Josselyn were on their way to France; Ludovic Bremner was assigned to duty on "one of the new dreadnaughts," and Mrs. John Galen Howard was reading letters about her husband's work among the children of France. Donald Hale was in Washington with the U. S. Engineers, and Herbert Hand, crew member of the "Pittsburgh" conveying troopships from New Zealand to France, was writing letters home from an unidentified port in South America.

The Pine Cone of Jan. 17, 1918, tells of Billy Machado training for the army in Texas and reports Donald Hale transferred to Virginia. In the following month, Frederick P. Search joined the U. S. Naval Reserve and went to Mare Island as conductor of the Naval Reserve Orchestra. By Fall he had advanced to the rank of Bandmaster, and Eugene Gillette was a member of his band. In the meanwhile Ludovic Bremner had qualified as a radio operator, and was assigned to submarine duty. By spring, Milton Horn had enlisted in the Engineers; Tom Naredo, a Carmel school boy, had joined the U. S. Naval Reserve, along with Charles de Vega. Donald Hale and Waldo Guichard arrived in France late in March, and the following month Phil Wilson, Jr., entered the Coast Artillery. Both sons of Mrs. Mabel Gray Young were in the army. The elder, Harry, was commissioned a lieutenant in April, and his brother Otto was reported in the April 18 issue as enroute to a commission in Dallas, Texas. Walter Albright, son of Mrs. Gus Englund, had attained first class petty officer rank in the navy, and the two Josselyns, Weaver Kitchen and Donald Hale were now in France. In May, Herbert Hand was transferred to the cruiser "Raleigh," and Duveneck was in France. Talbert Josselyn was supervising farm boys in Massachusetts, and by the middle of September he had joined the Y.M.C.A.

Perry Newberry reached France about the same time, and began writing letters home descriptive of Y.M.C.A. work at the front, work for which Theodore Criley was then studying at Stanford. Ernest Schweninger and Leon Narvaez entered the U. S. Naval Reserve late in July, and were stationed at Mare Island. Bill Machado reached England in August, where he served with the Air Squadron. By late October Phil Wilson, Jr., Floyd Glutzbach, who formerly drove stage on the Peninsula, Harold Meadows and Cameron Waite, who went to school in Carmel and worked on the Pine Cone, were all in France. The Clappett family had five stars in their service flag: three sons in France with the California Grizzlies and two in aviation.

John Northern Hilliard went to Russia with the Y.M.C.A., and Bob Norton is reported in the October 3rd issue as "passing with flying colors" his Student Army Training course at Stanford, later training for a commission at Camp Fremont. In the meanwhile Austin James was serving as a ship's draughtsman at the Bremerton Navy Yard, Puget Sound, and Ferdinand Bergdorff was training for a commission in the army.

Not Until Bombs Fell Did We Know Of Zep's Arrival

(Continued from page 3)

extended to that of administrator of food, milk and fuel control; two military hospitals in addition to the peace time institutions of Lancashire District were placed under his jurisdiction, and he was required to preside over the local tribunal in which capacity he sent hundreds of men into the army and performed war marriages. Eighteen hours a day of work was his regular stint with frequently as many as nine emergency committee meetings a day. And Mrs. Mawdsley worked along with him, assisting him quietly and efficiently as she does now in the city clerk's office.

Their too few hours of sleep were interrupted with Zeppelin raids since his district included the industrial section of East Lancashire with its cotton factories and munitions works. There were no air raid warning systems in that war—nor were there bomb shelters. People didn't know the Zeppelin had arrived until the bombs started falling, and then they took shelter in the cities in the subways, in the country districts, in the closets under the stairs.

In light of his subsequent twenty-years' acquaintance with America and American ways, he recalls with considerable amusement the entertainment offered the American soldiers in England. "We all wanted to make a great fuss over them. We would give big teas for them. They must have suffered but they were good enough to pretend that they liked it. It never occurred to any of us to serve them a bottle of beer."

Professor Vernon Kellogg, on leave from Stanford University, had been engaged in Belgian relief; Mrs. Vernon Kellogg's book, "Women of Belgium" had been published. By the time the Armistice was signed, she was ready to leave for Belgium, as a director of post-war relief. On distinguished post-war service with the American Red Cross in France was also Charlotte Kett, who recently was hailed as a discovery when she appeared in the cast of "The Women" on the Carmel stage.

Perhaps Carmel's experience in World War I was unique in two ways. Not a single one of her sons and daughters in service was lost in action, and not a single soldier or sailor returning to his home in Carmel failed to get employment at once.

The city's memorial fountain, at Ocean and San Carlos streets, is dedicated to "Those Who Served."

Royden Martin Paintings Sold

Three paintings by Royden Martin have just been acquired by Carmel residents, two by Mrs. A. Acton Hall and one by Franklin Dixon.

RADIO

REPAIRS USED SETS

Pick-Up and Delivery

Phone 9041

MOOSE RADIO SERVICE

110 20th St., Pacific Grove

Out of School Notes

(Continued from page 8)

and John and Kendall Kirtley are showing up as particularly skillful in the tumbling and acrobatics of the Junior Commando training at the high school gym each Tuesday and Thursday morning. The coach has introduced the boys to a number of new Army exercises, also. He says the high school showers are as popular as anything else about this event—of course, the whole gym set-up is pretty luxurious to the boys from the lower school.

For high school age:

Dance: Tuesdays, 8 to 11, Sunset gym. Admission, 10 cents.

Tennis: Monday and Wednesday, 1 to 4, high school courts.

Junior Red Cross Workroom: Monday and Wednesday, 1 to 4, Sunset, Homemaking room; USO Scrapbooks: Thursday, 1 to 4, Sunset library; Home Nursing: Tuesday and Friday, 2 to 4, Red Cross building;

Stamps and Bonds at the post office all day Thursday.

Employment office open at Sunset school 1 to 3 Monday through Friday.

For elementary age:

Swimming: Wednesday, 10 to 12, Pacific Grove pool. Meet at Sunset school at 9:30. Admission, 15 cents; Pottery: Wednesday and Thursday, 1 to 4, Sunset shop; Junior Commando: Tuesday and Thursday, 10 to 12, high school gym; Plane Models: Monday, 10 to 12, Sunset playfield; Supervised games: Monday through Thursday, 1 to 4, Sunset; Horseshoes, Ping-Pong: Friday, 1 to 4, high school gym; Bird Study: Saturday, 10:30 to 12, home of Mr. Laidlaw Williams, Monte Verde and 3rd.

Stamps and Bonds at the post office all day Thursday.

For small children:

Supervised games: Monday, Wednesday, and Friday, 1 to 4, primary playfield, Sunset. On rainy or very hot days, in room 17.

Singing, Story-telling: Friday, 1 to 4, primary playfield, Sunset.

Stamps and Bonds at the post office all day Thursday.

For further information, call 787 between 1 and 3, Monday through Friday.

READ THE WANT ADS

To Carmel's Roll of Honor... We particularly dedicate our efforts during the July Retailers for Victory Campaign...

We hear from world-wide commentators that it is action which counts with our allies and against our enemies.

Words won't do the job, but they can indicate our intentions.

This month retail stores throughout the country are cooperating with the United States Government to sell \$1.00 in stamps to every American... to build the mystery flat-top, the Shangri La... from which our planes can take-off, again, to Tokyo!

HOLMAN'S BOOTERY

409 Alvarado St.

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Meet Me at

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for Cocktails

IN THE OLD CARMEL TRADITION

Restaurant

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A Salute to Our Men on Carmel's Roll of Honor

STANIFORD'S
drug store
CARMEL



We Salute Our Men on Carmel's Roll of Honor

La Bonita Barber Shop
Dolores Street
Carmel

Churches . . .

ALL SAINTS' CHURCH



Next Sunday: 8:00 a.m. Service of the Holy Communion-Celebrant, the Right Reverend K. M. Block, D. D. Bishop of California.

At 11:00 a.m. Service of the Holy Communion with sermon message by the Rev. Charles A. Dowdell, Canon of Trinity Cathedral, Phoenix, Arizona: Offertory solo: Kipling's Recessional—De Koven. Soloist, Arch W. Leonard. Organ selections will include Rheinberger's Andante from Sonata in C Minor and Luther's "A Mighty Fortress is our God." The hymns will be appropriate to the day. Visitors and the men and women of our armed forces are especially invited to come and worship in this House of Prayer for All People.

CHURCH OF THE WAYFARER

Holy Communion will be celebrated at the Church of the Wayfarer next Sunday morning at eleven, in which all are cordially invited to participate without regard to sectarian affiliations. The sermon theme, by Dr. James E. Crowther will be "The Soul of Freedom," in the light of the Four Freedoms. The organ music, played by Margaret Sherman Lea, is especially appropriate for America's birthday, "The Lord Is My Light," Parker; "O Bread of Pilgrims Given," Berwald, and Rachmaninoff's great music to, "Glorious Forever, Our Freedom Giver!" Visitors are invited to spend this hour in worship with us.

CHRISTIAN SCIENCE CHURCH

"The Lord is our judge, the Lord is our lawgiver, the Lord is our king; he will save us." These words from Isaiah comprise the Golden Text to be used Sunday, July 4, in all Churches of Christ, Scientist, branches of The Mother Church, The First Church of Christ, Scientist, in Boston, Massachusetts. The subject of the Lesson-Sermon will be "God."

Included among the Scriptural selections will be: "Let the people praise thee, O God; let all the people praise thee. O let the nations be glad and sing for joy: for thou shalt judge the people righteously, and govern the nations upon earth," (Ps. 67: 3, 4).

The following passage from the Christian Science textbook, "Science and Health with Key to the Scriptures" by Mary Baker Eddy, will also be included: "Like our nation, Christian Science has its Declaration of Independence. God has endowed man with inalienable rights, among which are self-government, reason, and conscience," (p. 106).

IT'S A GIRL FOR THE SELDERS

Lieutenant and Mrs. Robert Selders have a new daughter, little Sandra Lee, born on June 25th at the Community Hospital.



CHRISTIAN SCIENCE SERVICES

First Church of Christ, Scientist Carmel
Monte Verde St., one block North of Ocean Ave., between 5th & 6th
Sunday School 9:30 a. m.
Sunday Service 11 a. m.
Wednesday Evening meeting 8 p.m.
Reading Room:
Ocean Avenue, near Monte Verde
Open Week Days 11 a. m. to 5 p.m.
Evenings, except Wednesdays, 7 to 9 p.m.
Sundays and Holidays, 2 to 5 p.m.
Public Cordially Invited.

Tank to be Named City of Carmel

(Continued from page 3)

tening ceremony, the division, displaying its mobile might to the public for the first time, will stage an armored review. Never before in the history of the West has such a vast quantity of armored combat equipment been on view.

"Besides the tanks and gun carriers which will carry the names of the cities and counties of the Golden State, the units in the review will include peeps, amphibious peeps, or 'seeps,' scout cars, half-tracks, huge tank recovery trailers, wrecker trucks, and other vehicles which give an armored division its lightning speed.

"Extensive arrangements are being made to entertain the official visitors to the 13th Armored Division. At 10 a.m. on Independence Day, the official guests are to have luncheon with the division officers and visiting military notables from army establishments throughout the state.

"The christening ceremony is to be followed by an address by Governor Warren, a response by General Wogan, and the reading of the Governor's proclamation declaring the adoption of the division as 'California's Own' by act of State Legislature. Colonel Herbert H. Frost, chief of staff, is to read the proclamation.

"Upon signal, the armored vehicles then will move into review formation and, massed in such a manner as to afford the spectators thrilling realization of the battle power represented, they will pass in martial pageantry of a new and thundering kind before the reviewing stand and bleachers.

"The State Legislature bestowed the sponsorship honor upon the 13th Armored Division because it is the only unit of its kind to have been organized, activated, and trained in California. The christening ceremony, unique in military history, and the armored review were ordered by General Wogan so that the California public might see for itself the fighting men and fighting vehicles of 'California's Own.'"

LEGAL ADVERTISEMENT

LEGAL NOTICE

NOTICE IS HEREBY GIVEN: That the Council of the City of Carmel-by-the-Sea will meet as a Board of Equalization on Wednesday, July 7, 1943, at the hour of 7:45 p.m., in the Council Chamber at the City Hall of said City. Dated June 30, 1943.

PETER MAWDSLEY,
City Clerk
Date of publication: July 2, 1943

NOTICE TO CREDITORS

No. 7758

IN THE MATTER OF THE ESTATE OF EVERETT L. MILLARD, Deceased.

NOTICE is hereby given by the undersigned, Walter E. Egan, as Administrator with the Will Annexed of Everett L. Millard, deceased, to the creditors of and all persons having claims against the said decedent, to file them, with the necessary vouchers, within six months after the first publication of this notice, in the office of the clerk of the Superior Court of the State of California in and for the County of Monterey, or to present them, with the necessary vouchers, within six months after the first publication of this notice to the said Administrator with the Will Annexed at the law offices of Messrs. Hudson, Martin & Ferrante, at 490 Calle Principal, in the City of Monterey, County of Monterey, State of California, which last named place the undersigned selects as his place of business in all matters connected with the estate of said decedent.

Dated at Monterey, California, June 29, 1943.

WALTER E. EGAN
As Administrator with the Will Annexed of Everett L. Millard, deceased.

Messrs. Hudson, Martin & Ferrante, Attorneys for Administrator with the Will Annexed.
Date of first Pub.: July 2, 1943.
Date of last Pub.: July 30, 1943.

Classified Advertising

Rates: 10c per line for 1 insertion (minimum 50c); 15c per line for 2 insertions (minimum 75c); 25c per line for 1 month (minimum \$1.25); 8c per line for 1 insertion on contract (no minimum). Estimate 5 words to line.

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Licensed Real Estate Broker
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GLADYS KINGSLAND DIXON
Licensed Real Estate Broker
Ocean Ave. bet. Dolores & Lincoln
Best values in rental and sales in Carmel, Pebble Beach, the Highlands and Carmel Valley.
Tel. 940 tf.

TWO LOTS, two cottages partially furnished, south of Ocean avenue, four blocks from the beach, reduced to \$4800. One cottage needs some remodeling. Good investment. Call Gladys R. Johnston, 1700 or write drawer D.

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BUY A LOT NOW—Prices will be higher after the war when building starts—Have fine lot in Mission tract for resale \$1100 worth \$1500. In Carmel Woods have large view lot \$850 worth \$1000. Also in Carmel Woods 65 ft. lot for \$550 sold once for \$650—this one on easy monthly terms. This is the time to put your money in lots. CARMEL REALTY COMPANY, Las Tiendas Bldg. Ocean Ave. Phone 66.

RENTAL INVESTMENT — 4½ lots with two-unit rental income house in close-in location not far from beach—nothing else like it in Carmel—needs some painting and fixing up—will show 12% gross on asking price of \$7500. Is partially furnished now. This is a real buy

for investment, and with space for future development. Exclusive with CARMEL REALTY COMPANY, Las Tiendas Bldg. Ocean Ave. Phone 66.

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EXPERT WORK—Floors cleaned and waxed—have my own electric polisher—also do painting and repairing. G. Ricketson. Phone 924. Box 1272, Carmel (tf)

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FOR RENT—Year lease. Lovely unfurnished house on Scenic Drive. Unsurpassed view of ocean. Near town. Betty Jean Newell, Call 303.

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URGENTLY NEEDED at Peninsula Community Hospital; cleaning and kitchen help. Call 880 for appointment.

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Fountain & Restaurant

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Lincoln and Sixth

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Home-cooked Meals
Baked Ham, Chicken or Turkey

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DELICIOUS FOOD
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House Furnishings
Draperies — Dry Goods
Men's Furnishings
Call Carmel 265

INSURE YOUR SAVINGS

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Association
Ocean Avenue

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for Officers and Enlisted
Men

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N. E. Cor. San Carlos and 7th

INSURANCE Of All Kinds

May Be Purchased
Through

P. A. McCreery

Insurance Manager
for
THOBURN'S
Dolores St. Box 148
Call Carmel 142-W

CARMEL AUTO SERVICE

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Lubrication, Washing
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MISSION AND SIXTH

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Rates on Uniforms

Sunset Cleaners

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Repairs — Alterations
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Between San Carlos & Dolores
Box 550 Carmel 1459

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See us for new and old roofs
and Lumber Bargains

Carmel Builder's Supply

Junipero & 4th Carmel-608



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JULY 4th**

**WE SALUTE
THOSE FIGHTING
MEN ON CARMEL'S**

- ROLL OF HONOR -

Attachment 8



National Dollar Stores

266 Alvarado

Monterey

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J. Weaver Kitchen

Junipero & 6th, Carmel — Telephone 686

Carmel Cleaners

Dolores & Ocean, Carmel — Telephone 1600

M. J. Murphy Inc.

Monte Verde & 9th, Carmel — Telephone 154

Headquarters nights; a record of conversations and experiences at the headquarters of the German army in France and Belgium, by Vernon Kellogg.

Kellogg, Vernon L. (Vernon Lyman), 1867-1937.
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HEADQUARTERS NIGHTS



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Headquarters Nights

Headquarters Nights

A Record of Conversations and Experiences
at the Headquarters of the German
Army in France and Belgium

By Vernon Kellogg



The Atlantic Monthly Press
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CONTENTS

	PAGE
Biographical Note.....	7
Foreword by THEODORE ROOSEVELT....	13
The Headquarters of the Great General Staff.....	15
Von Bissing's Headquarters.....	57
A Belgian Record.....	105

BIOGRAPHICAL NOTE

Vernon Kellogg graduated from the university of his native state of Kansas in 1889. After winning his master's degree, he studied at Cornell, and subsequently spent several years abroad specializing upon entomology and biology at the University of Leipzig, and considerably later at the University of Paris. For the past twenty years, he has been a professor of entomology in Stanford University, writing and lecturing on problems of life in a multitude of its most interesting and extraordinary forms.

Soon after the war broke out, Professor Kellogg, pacifist and humanitarian by conviction, obtained a furlough from his university and went abroad to devote himself to the alleviation of human suffering. It was not long before he joined his friend of long standing, Mr. Herbert Hoover, in the memorable enterprise of the Commission for the Relief of Belgium, of which he has become the official historian. In connection with this work of

Headquarters Nights

civilian relief, it is worth recording that his wife, Charlotte Hoffman Kellogg, was the only woman member of that commission. Both Professor and Mrs. Kellogg spent their strength and energy to the utmost upon the cause; and in the years which preceded the inevitable intervention of the United States, it was Professor Kellogg's duty to serve during considerable periods as a sort of informal ambassador of the C. R. B., both at the Headquarters of the Great General Staff and at the Headquarters of the German Army of Occupation of Belgium. The unique opportunities given through this official yet intimate acquaintance with the German higher command and with German civilians of importance are set forth in this little book, which incidentally becomes an illuminating record of the conversion of a reasoned pacifist into a supporter of the great and necessary war.

In an article published in the Atlantic Monthly Professor Kellogg once gave a description of the surroundings in which he lived during those tense months. "The Great Headquarters," he wrote, "is quiet. The loudest sounds there come from the

Headquarters Nights

playing of children in the streets. In the larger buildings of the town sit many officers over maps and dispatches. Telephones and telegraph instruments, stenographers, messengers, all the bustle of busy but quiet offices, are there. The General Staff, the General Quartermaster's group, the General Intendant's department, scores, aye, hundreds, of officers, play here the war game for Germany on the chessboard whose squares are bits of Europe.

"The small gray town is another headquarters, too; it is the great headquarters of all relief work that goes on in the North of France. Here lives, by permission and arrangement with the German staff, the American head of the neutral relief work—he and one other American who is the local head of the district including a hundred and fifty thousand people around the town. They live in a large comfortless house, and with them two German staff officers as official protectors and friendly jailers. And they, too, are part of the neutral relief work, for no man can live with it and not become part of it. It is too appealing, too gripping.

H e a d q u a r t e r s N i g h t s

"We had seven orderlies and two chauffeurs, for we are provided with two swift gray military motors for our incessant inspecting. One of the orderlies is named cook, and he cooks, in a way. Another was a barber before he became corporal, which was convenient. And another blacked my shoes and beat my clothes in the garden with a rough stick and turned on the water full flow in our improvised bath at a given hour each morning, so that I had to get up promptly to turn it off before it flooded the whole house.

"Quite four nights of each seven in the week there were other staff officers in to dinner, and we debated such trifles as German Militarismus, the hate of the world for Germany, American munitions for the Allies, submarining and Zeppelining, the Kaiser, the German people.

"We were not all of one mind. 'Now all keep still,' demands my officer, the Hauptmann Graf W., 'and my American will tell us just what the Americans mean by German Militarismus.'

"They all kept still for the first ten words and then all broke out together:

H e a d q u a r t e r s N i g h t s

“No, we shall tell *you* what it is. Organization and obedience—nothing more, nothing less. It is that that makes Germany great. And it is that that you must come to if you would be a great nation.’

“I protested that I thought we are already a great nation.

“‘Well, then,’ they answered, ‘if you would continue great. Otherwise you will smash. Democracy, bah! license, lawlessness, disruption. Organize, obey,—or smash.’ And they believe it.”

When the actual distribution of Belgian relief had passed out of American control, Professor Kellogg followed Mr. Hoover to his new patriotic work, and is now an important member of the organization which controls the distribution and influences the consumption of the food of one hundred millions of the American people.

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The Headquarters of the Great General Staff

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But some of the intellectuals still speak in the old strain in private. It has been my peculiar privilege to talk through long evening hours with a few of these men at Headquarters. Not exactly the place, one would think, for meeting these men, but let us say this for them: some of them fight as well as talk. And they fight, not simply because they are forced to, but because, curiously enough, they believe much of their talk. This is one of the dangers from the Germans to which the world is exposed: they really believe much of what they say.

A word of explanation about the Headquarters, and how I happened to be there. It was—it is no longer, and that is why I can speak more freely about it—not only Headquarters but the Great Headquarters—*Grosses Hauptquartier*—of all the German Armies of the West. Here were big Von Schoeler, *General-Intendant*, and the scholarly-

H e a d q u a r t e r s N i g h t s

H e a d q u a r t e r s N i g h t s

watch me. Later, too, as director of the Commission at Brussels, I had frequent occasion to visit Headquarters for conferences with officers of the General Staff. It was thus that I had opportunity for these Headquarters Nights.

Among the officers and officials of Headquarters there were many strong and keen German militaristic brains—that goes without saying—but there were also a few of the professed intellectuals—men who had exchanged, for the moment, the academic robes of the *Aula* for the field-gray uniforms of the army. The second commandant of the Headquarters town was a professor of jurisprudence at the University of Marburg; and an infantry captain, who lived in the house with my guardian officer and me, is the professor of zoölogy in one of the larger German universities, and one of the most brilliant of present-day biologists. I do not wish to indicate his person more particularly, for I shall say

Headquarters Nights

some hard things about him—or about him as representative of many—and we are friends. Indeed, he was *Privat-docent* in charge of the laboratory in which I worked years ago at the University of Leipzig, and we have been correspondents and friends ever since. How he came to be at Headquarters, and at precisely the same time that I was there, is a story which has its interest, but cannot be told at present.

Our house was rather a favored centre, for 'my officer,' Graf W.— he always called me 'my American,' but he could no more get away from me than I from him—is a generous entertainer, and our dinners were rarely without guests from other headquarters houses. Officers, from veteran generals down to pink-cheeked lieutenants, came to us and asked us to them. The discussions, begun at dinner, lasted long into the night. They sat late, these German officers, over their abundant wine—French vintages

conveniently arranged for. And always we talked and tried to understand one another; to get the other man's point of view, his *Weltanschauung*.

Well, I say it dispassionately but with conviction: if I understand theirs, it is a point of view that will never allow any land or people controlled by it to exist peacefully by the side of a people governed by our point of view. For their point of view does not permit of a live-and-let-live kind of carrying on. It is a point of view that justifies itself by a whole-hearted acceptance of the worst of Neo-Darwinism, the *Allmacht* of natural selection applied rigorously to human life and society and *Kultur*.

Professor von Flussen—that is not his name—is a biologist. So am I. So we talked out the biological argument for war, and especially for this war. The captain-professor has a logically constructed argument why, for the good of the world, there should be this war,

Headquarters Nights

Headquarters Nights

There are three general phases of this struggle:—

1. An inter-specific struggle, or the lethal competition among different animal kinds for food, space, and opportunity to increase;

2. An intra-specific struggle, or lethal competition among the individuals of a single species, resultant on the over-production due to natural multiplication by geometric progression; and,

3. The constant struggle of individuals and species against the rigors of climate, the danger of storm, flood, drought, cold, and heat.

Now any animal kind and its individuals may be continually exposed to all of these phases of the struggle for existence, or, on the other hand, any one or more of these phases may be largely ameliorated or even abolished for a given species and its individuals. This amelioration may come about through a happy accident of time or place, or

because of the adoption by the species of a habit or mode of life that continually protects it from a certain phase of the struggle.

For example, the voluntary or involuntary migration of representatives of a species hard pressed to exist in its native habitat, may release it from the too severe rigors of a destructive climate, or take it beyond the habitat of its most dangerous enemies, or give it the needed space and food for the support of a numerous progeny. Thus, such a single phenomenon as migration might ameliorate any one or more of the several phases of the struggle for existence.

Again, the adoption by two widely distinct and perhaps antagonistic species of a commensal or symbiotic life, based on the mutual-aid principle—thousands of such cases are familiar to naturalists—would ameliorate or abolish the inter-specific struggle between these two species. Even more effective in the modification

of the influence due to a bitter struggle for existence, is the adoption by a species of an altruistic or communistic mode of existence so far as its own individuals are concerned. This, of course, would largely ameliorate for that species the intra-specific phase of its struggle for life. Such animal altruism, and the biological success of the species exhibiting it, is familiarly exemplified by the social insects (ants, bees, and wasps).

As a matter of fact, this reliance by animal kinds for success in the world upon a more or less extreme adoption of the mutual-aid principle, as contrasted with the mutual-fight principle, is much more widely spread among the lower animals than familiarly recognized, while in the case of man, it has been the greatest single factor in the achievement of his proud biological position as king of living creatures.

Altruism—or mutual aid, as the biologists prefer to call it, to escape the impli-

Professor von Flüssen is Neo-Darwinian, as are most German biologists and natural philosophers. The creed of the *Allmacht* of a natural selection based on violent and fatal competitive struggle is the gospel of the German intellectuals; all else is illusion and anathema. The mutual-aid principle is recognized only as restricted to its application within limited groups. For instance, it may and does exist, and to positive biological benefit, within single ant communities, but the different ant kinds fight desperately with each other, the stronger destroying or enslaving the weaker. Similarly, it may exist to advantage within

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Kultur—on the others, or, alternatively, to destroy and replace them.

This is the disheartening kind of argument that I faced at Headquarters; argument logically constructed on premises chosen by the other fellow. Add to these assumed premises of the *Allmacht* of struggle and selection based on it, and the contemplation of mankind as a congeries of different, mutually irreconcilable kinds, like the different ant species, the additional assumption that the Germans are the chosen race, and German social and political organization the chosen type of human community life, and you have a wall of logic and conviction that you can break your head against but can never shatter—by headwork. You long for the muscles of Samson.

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Case

Headquarters Nights

are so all-controlling in determining human destiny, that this being biologically right is certain to insure German victory. If the wrong and unnatural alternative of an Allied victory should obtain, then he would prefer to die in the catastrophe and not have to live in a world perversely resistant to natural law. He means it all. He will act on this belief. He does act on it, indeed. He opposes all mercy, all compromise with human soft-heartedness. Apart from his horrible academic casuistry and his conviction that the individual is nothing, the State all, he is a reasoning and a warm-hearted man. So are some other Germans. But for him and them the test of right in this struggle is success in it. So let every means to victory be used. The only intelligence Germans should follow in these days is the intelligence of the General Staff; the only things to believe and to repeat are the statements of the official bureau of publicity.

Headquarters Nights

There is no reasoning with this sort of thing, no finding of any heart or soul in it. There is only one kind of answer: resistance by brutal force; war to a decision. It is the only argument in rebuttal comprehensible to these men at Headquarters into whose hands the German people have put their destiny.

One evening we had a larger and more distinguished dinner group than usual. The Duke of —, a veteran of 1870 and very close to the Kaiser, altogether a personage, had come by motor with a small staff from his headquarters near the Champagne front. My officer was all of a flutter with the importance and excitement of the event. He coached all of us —orderlies, myself, and resident guests —as to our proper behavior during the visit. This was to consist chiefly of much stiff standing up, repeated formal bows, and respectful silence. No one was to start anything on his own initia-

The duke entered, to find us a fixed row of effigies, hands on trouser-seams, eyes front, chins up, in the receiving-room. His Highness was a small be-whiskered gentleman, very abrupt and disconcerting in manner, but not at all stupid, and very ready to express his opinions on all subjects of war and church history, his hobby.

As he surveyed the row of effigies his keen eye spotted the ununiformed American, and he directed a questioning look toward Graf W., the host. My officer made a concise explanation of the situation, which the duke acknowledged with a grunt of understanding and the sharp question,—

'But does he speak German?'

Graf W. hastened to declare, '*Wie*

ein Eingeborener'—like a native—which is far from true. Another grunt of satisfaction, a critical stare of examination, and finally a direct phrase of formal recognition. I reserved any exhibition of my fluent German, and merely bowed. My officer gave me an expressive look of approval and found a later chance to congratulate me on my 'success.' I suppose not being ordered out of the room may be called success, under the circumstances.

After giving the whole row a final looking-over, His Highness mumbled something, whereupon an aide-de-camp stepped briskly up, clicked heels, and held out to him a small box containing several medals on yellow ribbons. They were the insignia of some minor order in his duchy. He presented one to one of the barons, one to the Commandant-professor of jurisprudence, and one to—my officer's chief orderly, who acted as house barber and head waiter! The

H e a d q u a r t e r s N i g h t s

baron and professor had done their best and deepest bowing, but when Müller's turn came, it was like morning gymnastics in the bedroom. 'Touch toes ten times with finger-tips, legs remaining unbent.' I fancied that the baron and professor became less satisfied with their honor, the more Müller waxed enthusiastic. In fact, they did not put on their orders immediately; Müller did. Finally, my officer got our barber to stop bowing—the duke wasn't even seeing him—and we went into the dining-room.

At dinner the personally conducted conversation leaped suddenly from church history to Zeppelining. It was just after one of those earlier London raids, when the great city was practically defenseless, and the German newspapers had been full for several days of accounts of the enormous damage and losses of life achieved by the raid. As a matter of fact there were some horrors—not extensive but intensive horrors: women and babies in

Headquarters Nights

several houses, and an omnibusful of passengers in a by-street, sickeningly mangled and murdered.

The duke declared that Zeppelining was stupid and the men who ordered it fools. The table was struck silent. A duke close to the Kaiser might say such a thing, but no less a personage. Zeppelining had been declared wise and good by the General Staff and the Berlin official publicity bureau. It was therefore wise and good. So one of the barons ventured to remonstrate. It was the one who had received his order along with Müller, and in whom the champagne had perhaps let some obscure natural feeling of resentment get the better of the well-learned feeling of proper gratitude for his dubious distinction.

'But His Highness will recall,' said the baron, 'the military advantage of Zeppelining: the value of holding guns and gunners in England which might otherwise be sent to the battle-line, and

the blowing up of munition factories, and the—ah—the terror and the—well, the military advantage generally. One must not consider the—ah—other side of the matter. A few—ah—non-combatants, perhaps, but the military advantage, that is the sole criterion.'

His Highness snorted audibly and visibly.

'That is, of course, all that one does take into consideration. It is precisely and only because there is no military advantage in Zeppelining that it is stupid and the men who order it are stupid pigs. We don't blow up any munition factories, and for every miserable woman killed, hundreds, aye, thousands of Englishmen rush into the army to come over to the front and fight us. We are doing their recruiting for them.' He fixed the squirming recipient of his yellow ribbon with a cold gray eye. 'We are all only thinking of the military advantage. What are a few—oh, pouf, why talk of it? My dear

That ended Zeppelining for the moment, until unlucky I—well, the very next subject introduced was the attitude of the neutral world, America in particular, toward Germany. The newspaper-reading baron suddenly turned to me.

It was too soon after what I had just heard. I blurted out,—

My officer gave a scrape and a lurch; something tipped over. Then he stared—all of us stared—at the duke. His Highness did not order me to the firing squad or even to the cells. He did noth-

III

LATE one afternoon we left Headquarters to dine with General von R. down near the Champagne front. Mr. Hoover, Chairman of the Commission, and Mr. White, of its London office, had come over to Brussels and on to Headquarters for a conference in connection with our work in Northern France; and so we were all to go with my officer and two or three other men of the General Staff to receive this special attention from a commanding general at the front.

We made an imposing procession in three big gray military cars running swiftly to the south. As the general's chief of staff, who had come to Headquarters to escort us personally, spoke no English and did not like to hear English spoken, he took me alone with

him in his car. He was a taciturn, crusty major, with a thin, stern face and tight lips.

His first remarks were certain direct questions about conditions in London and England. I could reply only that, if such questions were asked me in England about Germany or German-occupied territory, I would not answer them. He did not like it, but after a little bullying settled into moody silence, occasionally broken by curt remarks to me, and brutally put instructions to his soldier chauffeur. It was evident that he did not like the idea of his general's showing this high courtesy to the intruding Yankees. It was not a pleasant excursion for any of us, and yet it was a beautiful two hours' ride over smooth tree-lined roads—the trees are mostly gone now—through picturesque country of wide outlooks.

Just at dusk we climbed slowly up a gentle hill-slope. As we reached the flat

H e a d q u a r t e r s N i g h t s

summit and sped along over it, one could see the road stretching far ahead, a gently irregular white line dipping out of sight into a valley in front, but reappearing on the farther up-slope and running there straight away into invisibility. Just at the horizon, where the hilltop met the heavens and the road disappeared, the tower of a little church silhouetted itself against the darkening blue of the evening sky.

‘This is the road to Rheims,’ muttered my companion. ‘You can see it from that church.’

I thrilled. The road to Rheims! Rheims just there in front, and a shell bursting over it—over the Cathedral, say—could be seen from that little church. I wanted to go right on along that white line to that hilltop.

Later I really did go there, and beyond it even to the very verge of the sad city itself. There is an extraordinary little village of cellars—the houses above

Headquarters Nights

are mere stone-heaps—just behind the German trenches in front of Rheims. These cellars are occupied by two hundred and thirty-three women and girls, sixty-seven children, and four tottering old men, the total remaining population of a once picturesque and crowded village. We wanted them to come away and be housed farther back from the line. But they prefer to live 'at home.' And so we have fed these women and children there two years. They live in their cellars, with the shells moaning back and forth over them whenever there is 'desultory artillery firing before Rheims.'

As we were running swiftly over the flat hill-summit with the long view in front of us, our driver, without being instructed—and cursed—by the major, suddenly slowed the car, and I noted the major staring hard at a soldier's grave by the roadside. There had been hard fighting all about here and the graves were numerous along the way. My

Headquarters Nights

companion turned abruptly to me, with a thumb-jerk toward the grave.

'He was my best friend,' he said gruffly; and with another jerk to the front, he added, 'And my brother lies under the shadows of that church-tower there on the hill.'

I forgave him his gruffness.

Arrived at the general's headquarters in a French industrial town now half in ruins, we walked by a stiff row of orderlies into a spacious house, and were shown by other orderlies and a young lieutenant to an upstairs room to brush off the white chalk-dust of the Champagne road. My officer had remained below. Suddenly he came into our room, excited and with a face of much concern. He told us swiftly that a translation of President Wilson's latest note, a short and sharp one, had just been telephoned to the general from Berlin. And the general and everybody downstairs were violently incensed. He wondered whether one of us had not

Headquarters Nights

better get suddenly ill, so that we should have to go back at once without staying for dinner.

This seemed absurd. We said that the general could get ill and call off the dinner if he wanted to, but we should not. Poor Graf W.! He had been trained to abuse his subordinates and cringe before his superiors, and it was really a horrible position for him; he felt, in a way, responsible for his Yankees, and he wanted the occasion to go off pleasantly. However, we had not written the note, or done anything except come, with no anticipations of pleasure, to eat dinner with the general! And so we insisted on going down.

It was a strenuous meal, not because of an overabundance of things to eat—it is a long time now since there has been too much to eat in Germany, even among generals—but because of the situation. The general and his staff were always polite, but never more than

Headquarters Nights

that. They were perfectly correct and perfectly reserved. We talked much and said little. The general declared an interest in 'caring for the people.' He was trying to reestablish the industries of the region, he said. I had noted the stacks of two factories smoking as we entered the town. Such sights in Belgium and North France have been unusual for two years, and attract attention. I said we were very glad to learn of his interest, and asked what the factories were. He turned to the gentleman on his other side. But a less discerning young officer across the table said they were making corrugated iron. This is an article much used in and behind the trenches.

There is also much cutting of trees—French trees—and sawing of lumber going on in occupied France. Wood is also much used in the trenches. And large herds of cattle are being pastured in French pastures. They are German cattle for the soldiers. The French cat-

tle have long ago been eaten by them.

I suppose all this is just war. But when such things are given the color before the world of 'restoring the industries of the people,' the specific object of this restoration should be told. The bald truth is that Governor von Bis-sing's repeated declarations of rehabilitating industries in Belgium, and the similar statements of the General Staff for Northern France, are equivocations. What has been strongly attempted has been a forced exploitation of the people for German military advantage. It has been resisted by the simple but brave and patriotic workingmen of the occupied territories with a success that seems incredible in the face of the guns and deporting trains all too familiar to them. It is true, as has been said in criticism of them, that the Belgians do not work. They have little work of their own that they can do, and they will not work for the

Headquarters Nights

Germans. That is one of the reasons for the deportations, which have been, by the way, one of the greatest of German blunders—and brutalities—in this war. But I must not write of Belgium now; Headquarters was in Northern France.

It was not all sticking at Headquarters. I traveled—always with my officer, of course—up and down and across and back over all of occupied France; from Lille to Longwy, from Coucy-le-Château to Charleville. For the purposes of our *ravitaillement* the occupied French territory is divided into six districts. These corresponded with no political subdivisions of the country, as *départements* and *arrondissements*, but were determined chiefly by the original disposition of the German armies, each of which, having a certain degree of autonomy as regards the region occupied by it, objected to any movement of French feeding committees and our own

Headquarters Nights

American Commission representatives across the borders of its own region. We had, therefore, six district *ravitaillement* centres, or headquarters, at each of which were stationed one or two of our representatives, who moved about more or less freely in his district, each with a specially detailed German officer of his own—'nurses,' we called them. It was my privilege and duty as chief representative, and my officer's as chief of the officer group, to visit occasionally each of the districts.

We traveled by military motor, my officer and I in the tonneau, and a soldier chauffeur and an orderly in the driver's seat, each of them with a loaded Mauser held erect in clamps by his side. In each side-flap pocket of the tonneau was a loaded Browning. We were never shot at, nor did we ever shoot at anybody, but the armament gave the proper military tone to our equipage. We ran frightfully fast, and

Headquarters Nights

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Headquarters Nights

philosophy of '*raison d'État*,' and 'military exigency,' to these ravages of non-combatant countryside and village, is an answer of force. Not that we wish to do to them what they have done to others, but to prevent them by force from ever doing that again.

I could understand why the villages along the Meuse were shot to pieces; there was real fighting there—at least in some of them. And there were some more whose names I recalled as associated with the desperate retreating struggles of the overwhelmed French and British. But there are many, many others in which there was no fighting, but just destroying. They have not been enumerated as have the Belgian towns; they have no sad fame in the ears of the world: they are just nameless scores of illustrations and results of the German conception of the struggle for existence as a contributory factor in the evolution of human kind.

Headquarters Nights

There is, I suppose, a slight military advantage in so maltreating and terrifying a conquered land that only a few elderly Landsturmiers, scattered here and there over it, are sufficient as an army of occupation. The rest of the Landsturmiers can be used in the trenches. But it is a terrible price—of something—to pay for this alleged military advantage.

I used to ask my officer about these wrecked villages as we ran through them, or stopped to inspect a local distributing centre, or watch a soup-line, or get a report, and always a piteous request, from a feeding committee. He had a stereotyped reply: 'Punishment.'

'Punishment for what?'

'For a civilian's shooting at a soldier; or the village's harboring a spy; or a failure to meet a requisition; or something or other.'

He never knew exactly; nobody ever knew exactly; and I do not know exactly. Not even with all the explana-

Headquarters Nights

tion from the captain-professor, who explained it on a basis of biological philosophy. Nor with the explanation of the non-philosophizing fighters, who simply said that it was necessary as a military advantage. Nor with the explanation of my officer, who, when I continued to press him, would make an ugly screwing gesture with closed fist, which seemed to mean, 'Just do it to them!'

I went into Northern France and Belgium to act as a neutral, and I did act as a neutral all the time I was there. If I learned there anything of military value which could be used against the Germans I shall not reveal it. But I came out no neutral. Also I went in an ardent hater of war and I came out a more ardent one. I have seen that side of the horror and waste and outrage of war which is worse than the side revealed on the battlefield. How I hope for the end of all war!

H e a d q u a r t e r s N i g h t s

But I have come out believing that that cannot come until any people which has dedicated itself to the philosophy and practice of war as a means of human advancement is put into a position of impotence to indulge its belief at will. My conviction is that Germany is such a people, and that it can be put into this position only by the result of war itself. It knows no other argument and it will accept no other decision.

Von Bissing's Headquarters

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Headquarters Nights

and America, two to each. The Germans got Savaii with its volcano and Upolu with its cocoanut groves, while we got beautiful Tutuila with its harbor and little Manua without much of anything.

The money in use in Upolu, and in its chief town, Apia, had been, for years, English money, its lesser pieces known to the natives as 'shillins' (accent on the second syllable), 'seese-a-pennies,' and 'kolu-pennies,' *kolu* being the native word for three. When the Germans took full possession of Upolu, they, of course, introduced their own currency. But the natives persisted in calling a silver mark a 'shillin,' and a fifty-pfennig piece a 'seese-a-penny.' A mark looked like a shilling and it bought no more or less of anything than a shilling; the same with fifty-pfennigs and six-pence. Why new names, then?

But though the natives persisted, the Germans insisted. The Governor of German Samoa—now head of a great de-

partment of the Imperial German Government at Berlin—gave much time and energy to trying to change ‘shillin’ to mark. But he never succeeded. So with a host of other trivial things. He could tell a German to say this for that, or do that for this, and it was said and done; why not a Samoan? He could not understand it. Apparently no German can understand it.

So it has been in all the other one-time German colonies. And so it has been in Belgium.

Governor-General von Bissing died from too much telling the Belgians to do things—some important, many trivial—and too much trying to make them do them. He fumed and worried and suffered because they would not behave properly. Why would they not? Why should not Belgians be managed as Germans are managed? Why would they not? He died unenlightened. He had a large staff of subordinates: department

Headquarters Nights

heads, provincial governors, and what not. None of them enlightened him. None of them could enlighten him. I almost believe that no German could.

Von Bissing is dead and Von Falkenhauseu has stepped into his shoes, and is going on trying to rule Belgium in the same way. But he will succeed no better. He will never know the Belgians, as Solf did not know the Samoans, and the statesmen and rulers of Germany do not know the English, or the French, or the Americans. How often have I been asked, angrily, pathetically, always insistently, 'Why do you Americans do as you do? Germans would not.'

At first I tried to explain. But they could not understand. Some few understood that they did not understand, but even they could not understand why they did not, why they could not. I say some few; really I remember only one. He was a business man of proved capacity. For the moment, he was in an officer's uni-

Headquarters Nights

form and head of an important department of Von Bissing's government; a man of good mind, and university-trained. Most of the German officers and officials are men of good mind and university-trained.

He said, 'You say we can't understand other people, their minds, their points of view, their feelings. Look at us in South America. Our traders were getting the best of the English traders and your own keen Yankee traders. We understood better than you the wants and business methods of the South Americans. We made the goods the way they wanted them made; we packed them the way they wanted them packed; we gave them credit in the way they preferred to have it. We were more adaptable than either you or the British. But—yes, it is true, our statesmen do not understand your statesmen or your people; our diplomats do not understand the people to whom we send them. Everything you

do surprises them, disappoints them, dismays them. And we lose by it. We suffer by it. What is the reason?'

But he was the only one I remember out of the many I talked with who understood that they did not understand. And he himself did not really understand that he did not understand the Belgians whom he was helping to govern! He thought they were just insolent liars and rebels! Yes, because they did not do, if they could help it at all, whatever and everything the Germans ordered them to do, they were 'rebels.'

Had not the German army beaten their army and occupied their land? Well, then, were they not rebels and traitors if they did not do things that the Germans told them to do, and did things that they were told not to do? Could they not learn to behave properly after having to have thousands of their civilian citizens and their women and children shot in groups at the beginning, and hundreds

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'Idiots and ingrates, these Belgians.' I use the word actually as used to me: ingrates. For had not His Excellency, Governor-General von Bissing, expressed in a score or more of proclamations his own interest and the interest of the Imperial German Government in the welfare of the people? Had His Excellency not actively displayed this interest by tangible things done for their advantage?

'Well'—he studied too for a moment; then triumphantly, 'Well, for example, the reëstablishment of the Flemish university at Ghent. You ought to remember that, for I heard His Excellency tell you that you could lecture there.'

I remember that saturnine jest. General von Bissing had reëstablished the

old Flemish university at Ghent just as General von Beseler reestablished the old Polish university at Warsaw—recently closed, by the way. In Poland this was a slap at Russophil Poles; in Belgium, a slap at the ruling Walloons. Von Bissing had arranged for fifty professors, some German, some Dutch, and a few renegade and bribable Flemish, to accept chairs at Ghent. The bribe for these men was a good immediate salary and a pension for life after cessation—for cause—of teaching.

That cessation will come the minute that Belgium is free again, and the cause will be a swift flight from the country. For not one of these renegade Flemish professors can live in Belgium after the Germans go out, nor even anywhere within reach of Belgian vengeance. They will urgently need their pensions.

With a grand flourish—but an all-German flourish—the reestablished Flemish university at Ghent opened with fifty

H e a d q u a r t e r s N i g h t s

professors—and forty students! These students will need pensions, too.

My companion's remark about the Governor-General's offer to let me lecture at Ghent had reference to a grim jest on the part of His Excellency. I had acted for a few months in 1915 as the Relief Commission's director in Brussels, on leave from my university in California, but had had to return for the second half of the college year. This finished, I went back, at Mr. Hoover's request, to take up the directorship again. Soon after my arrival in Brussels, I made my call of formality on Von Bissing, in company with the German head of the department having chief cognizance of our relief work.

The Governor-General received me not unkindly, in his stiffly pleasant manner, and said he hoped I would not have to leave again while the relief work went on, adding that, if I felt once more the need of giving some university lectures,

Headquarters Nights

I might give a course in the new university at Ghent!

It was meant as a jest, but, as he knew as well as I did what fate was in reserve for the lecturers in his new university, it had a grimness that made his smile, under the stiff clipped mustache, no less awry than mine. I had a horrible temptation, fortunately resisted, to return jest for jest by asking the figure of my pension.

All this great and affectionate interest in matters and people Flemish, exhibited by General von Bissing and his staff, and by the German Chancellor and his Berlin associates, and now by Von Schaibele, the new special sub-governor for Flemish Belgium, is so simple and obvious in its reason and intent that it is nothing short of astounding that any Germans, 'of good mind and university-trained,' can, for a moment, believe that it could fool any one, least of all the people most immediately concerned. The naïveté of the whole performance is simply pathetic.

H e a d q u a r t e r s N i g h t s

To hire a few cheap Flemings to come to Berlin and do a stage chat with the chancellor, and have their pictures taken in a top-hatted group with him, and then expect to palm off this infantile performance as evidence of German and Flemish-Belgian *rapprochement*, is to betray a simplicity that is past conception. Copies of that group photograph, as published in *Die Woche*, are being religiously kept by hundreds of Belgians as evidence, when the time comes, on which to hang these paid Flemish renegades. I hope that they, like the professors, have been pensioned, and have reserved future lodgings in the heart of Germany. They will be safe nowhere else—perhaps not there.

That is the simple, naïve side of German rule. There is another and fearfully contrasting side. It is the side of blood and iron. And Belgium has had full measure of laughable and tragic experience of both sides. Her keen wits have often bested the rule of naïveté—by pay-

H e a d q u a r t e r s N i g h t s

ing a fine; her bravest hearts have often bested the rule of brutality—by paying their lives. No week has passed in all the many since Germany violated her own honor, and that of Belgium, three years ago, without a new *Verordnung* placarded on the hoardings, prescribing some trivial doing or not doing,—which meant smiles and shrugs and quick little schemes of avoidance to the reading Belgians; nor has a week passed without some grim court-martial running its fated course of judicial travesty—which meant imprisonment or death to some devoted woman or brave man of Belgium.

Some woman or some man, do I say? Some tens or twenties of women and men, I ought to say. The trials and condemnations at Hasselt alone are of scores at a time.

II

THE German government of Belgium is three fourths strictly military and one fourth quasi-civil. There is a *Civil-Verwaltung*, or department of civil government; a *Politische Abteilung*, or 'political' department, having to do with the diplomatic and general political relation of the government to the Belgian people generally, and the Belgian and American relief organizations specially; a *Bank-Abteilung*, whose most conspicuous activities have had relation to the forced removal of 450,000,000 marks from the vaults of two great Belgian banks to those of the Reichsbank in Berlin, and the putting of proper pressure on all the Belgian banks to produce the huge monthly indemnity, first of forty million francs, then fifty, and now sixty, that is

Headquarters Nights

collected from Belgium by Germany; a *Press-Abteilung*, presided over by a capable sculptor, which looks after the editing of all the Belgian newspapers—except *La Libre Belgique*!—a *Vermittlungsstelle*, or special bureau of the political department, through which all negotiations of the Belgian Comité National and the American Commission with the German government, either in Brussels or Berlin, are taken up; a Central Harvest Commission (*Central Ernte Kommission*), with special charge of the native food-crops and live stock (horses excepted); and last, but very far from least, the Military ‘Intendance,’ which represents the army’s interests and control.

In addition to these various chief departments—and I may have overlooked one or two; it does not matter—there is a series of bureaus or organizations of lesser rank, called *Centrale*, which take special cognizance and charge of different

Headquarters Nights

kinds of local foodstuffs and related commodities.

The Central Harvest Commission ought, perhaps, more properly to be listed as the first and most important of this group, rather than among the chief departments as noted above. It is composed of five German officials representing, respectively, the Governor-General himself, the civil department, the bank department, the political department, and the military department, and a Belgian representing the Comité National, and an American representing the Relief Commission. The Belgian and American members were tolerated rather than welcomed, and their voices, although heard, rarely carried conviction to the already unanimously convinced German members. They had, however, full voting privilege, but the minutes of the bi-monthly meetings—solemn, formal affairs with an occasional relieving glimpse of uncovered feeling and humanness—record a monot-

H e a d q u a r t e r s N i g h t s

onous list of motions carried by five voices to two, and other motions lost by two to five!

There are, in addition to the principal Harvest Commission, a barley central; an oats central, wholly in military hands; a sugar central; a general fats and oils central, with a special butter central; a vegetables central, with special potato and chicory centrals; a brandy central, for the controlling and taxing of all alcoholic production, this alcohol coming chiefly from the yeast factories; and, finally, a coal central, which, oddly enough, controls the fertilizers as well as coal.

I may also have overlooked a central or two; but, again, it doesn't matter. There were enough, if not too many; enough, that is, to give a very plausible seeming of what one expects from German organization, namely, careful and meticulous specialization and subdivision of labor, responsibility, and authority, but

Headquarters Nights

proval of his administration of the country. His first approval, naturally, should come from Berlin; his second, from Germany; his third, if there could be anything for Belgians to approve of what must first be commended by Berlin and Germany, was to come from Belgium. And he really wanted this approval.

Hopeless cynics might explain his desire simply as dictated by pure personal selfishness and ambition. A successful civil administration should receive some measure of approval from the administered. Von Bissing's government was always a quasi-civil government. He would commend himself and his administration to his over-lords if things went fairly quietly in Belgium. But he would not if Berlin's already fatigued ears had to be assaulted by the disquieting rattle of machine-guns in the streets of Brussels and Antwerp, and the screams, groans, and last sobbing coughs of the dying Bruxellois and Anversois. The world seemed in-

H e a d q u a r t e r s N i g h t s

personal responsibility for the five million or more human bodies and souls, nameless and hardly distinguishable to him, with social traditions and natural inheritance utterly uncomprehended by him, which had, by the inexplicable hazards of human fate, been thrust, willy-nilly, into his hands. It would be a bit too super-mannish not to feel a little anxious, for the people's own sake, about the fate of individuals in such a mass of people, hanging ever on the verge of starvation and kept from literal destruction only by the interference of an incomprehensible foreign neutral organization.

But, some way, for whatever Governor von Bissing was able to do, there was not approval enough to go around. After Berlin and Germany had approved, there was never any to come from Belgium. In the face of what he did, or allowed to be done, how in the name of humanity, of honor, and of what there is of God in man, could there be?

H e a d q u a r t e r s N i g h t s

And so the Germans in Belgium have been an ostracized people. The Belgians on the streets look another way as they pass the spurred, field-gray officers. The German soldiers have learned to ride on the platforms of the tramcars; it is less chilling there than inside. The few open hotels and shops have become differentiated into places for Germans and places for Belgians. It is an odd victory that these conquered people win over their conquerors every day.

For the Germans feel it. They have wanted friendly civil treatment from the Belgians; they have tried in their uncomprehending, unsympathetic, stiffly patronizing, semi-contemptuous way to get it, and they have expected it. Indeed, it was more than civility, it was deference that they first expected—in parts of occupied France the people have to salute the German officers or get shot—but when the deference was seen to be hopeless, they expected civility.

H e a d q u a r t e r s N i g h t s

it is—and that most of us are convinced it is not—the Germans are utterly unable to make it over to any other people. The Ninety-Three Intellectuals were quite sure that Germany could spread and bestow its *Kultur* on the backward nations of the earth by conquering them by arms. But *Kultur* cannot be imposed on a people, even though its rule can. The Belgians are ruled by German *Kultur*, but they are not penetrated by it.

From the depths of their bleeding hearts they execrate it. They have seen what it does to a people—to two peoples, the Germans and themselves. It makes brutes and martyrs: brutes of its possessors, martyrs of those who come in contact with its possessors. German *Kultur* stifles the good in man for the good of a man-made Juggernaut called the State.

Whatever headway any German singly might have been able to make in gaining the tolerance or friendship of

the Belgians—and there have been and are to-day individual Germans in Belgium of a certain warmth of heart and human sympathy—this man, as member of the German administrative organization in Belgium, was no longer ‘any German singly,’ but a nameless, individualless, rigid little cog on one of the myriad wheels of the Great German Machine. He could move only as his wheel moved, which in turn moved—or should move—only in perfect relation to the moving of the other wheels.

This ‘any German singly’ gave up, in all matters in which he acted as a part of the German administration, all of the thinking, all of the feeling, all of the conscience which might be characteristic of him as an individual, a free man, a separate soul made sacred by the touch of the Creator. And he did this to accept the control and standards of an impersonal, intangible, inhuman, great cold fabric made of logic and casuistry and

H e a d q u a r t e r s N i g h t s

III

THE experience of our Relief Commission with this machine has been wearing. It has also been illuminating. For it has resulted in the conversion of an idealistic group of young Americans of open mind and fairly neutral original attitude, into a band of convinced men, most of whom, since their forced retirement from Belgium, have ranged themselves among four armies devoted to the annihilation of that machine and to the rescue and restoration of that one of its victims, the sight of whose mangling and suffering brought unshed tears to the eyes and silent curses to the lips of these Americans so often during the long two and a half years of the relief work.

We were not haters of Germany when we went to Belgium. We have simply,

Headquarters Nights

by inescapable sights and sounds and knowledge forced on us, been made into what we have become. If we hate Prussians and Prussianism now, it is because Prussia and Prussianism have taught us to hate them. Whom have they ever taught to love them?

The work of the Relief Commission was carried on under a series of guaranties given by the succeeding German governors-general, the Berlin Foreign Office, and the Great General Staff of the German armies. These guaranties committed the German authorities, from the beginning of the work, to the non-requisition of the food-supplies imported into Belgium and to non-interference with our distribution of these supplies. Later they included the non-requisition of the food-stuffs produced within the country, and the non-purchase of these native crops for the use of the German army. Also they contained the positive promise that the Commission should en-

joy all reasonable facilities to do its beneficent work and to be able to satisfy itself that the guaranties as to non-requisition and purchase were strictly lived up to.

In general these guaranties have been maintained; the one respecting the non-requisition of the imported supplies in particular has been scrupulously regarded. Of course, if it had not been, the work would have stopped abruptly at the moment of its disregard. But in detail, in the relationship with German officialdom and German soldiery, made necessary in the carrying on of the work, difficult in itself under the most favorable circumstances, we were harassed and delayed and tricked and bullied in a thousand ways, but almost always under cover of a sophisticated and specious reasoning. A German official is no less plausible than brutal. There was always a protracted debate, a delaying argument, an exasperating show of consideration and conference, whenever we protested and pleaded and de-

H e a d q u a r t e r s N i g h t s

manded that our work be not interfered with.

The dying of children, the weakening of women and men, the advance of disease, were not arguments that we could push forward to our advantage; there was always a convenient 'military exigency' to put these summarily out of court. The argument had to turn on the form of words in the guaranties; this was susceptible of debate, this was a matter to consider.

The machine seemed to have a curious regard for our 'scraps of paper' except when it was more convenient to disregard them entirely, which was not often, although always possible. In this respect we were constantly surprised, having always in mind the original notorious scrap-of-paper incident. Perhaps the machine has become a little sensitive to paper troubles.

A prolific source of difficulty for us was the lack of clear demarcation among the

Headquarters Nights

many wheels and parts of the machine, and a lack of coördination among these bits of mechanism. But sharp specialization and thorough coördination are generally supposed to be exactly the basis of the reputed high organization and efficiency of the German government. Be that true of all the rest of German administration or not, I do not know; I only know it is not true of German administration in Belgium. A difficulty over the movement of canal boats; over the censoring and transmission of our necessary mails between the Brussels central offices and the provinces; over the circulation of our workers and their motor-cars; over the printing and posting of our protecting placards on warehouses and railway wagons; or over what not else—it made no difference. Never was there a well-defined course of procedure for us; never could we quickly find the proper department of the government to which to apply and from which to obtain decision in any

H e a d q u a r t e r s N i g h t s

of these and the many other cases of trouble.

It was indeed precisely because of this constant uncertainty, and a final recognition of the difficulty by Governor-General von Bissing, that there was finally established—just a year after the relief work was begun—the *Vermittlungsstelle*, to which all our troubles were first to be referred, to be in turn passed on by it into the whirring interior of the creaking machine, there to be whirled around until some kind of final or provisional decision was ejected.

But these interior processes of digestion and resynthesis—for what went in always came out in a different form—took time, and time too often freighted with awful significance to the helpless, waiting, hungering Belgians. But the machine took little account of human suffering, or human lives, even. It took the time that its incapacity made necessary, and turned out its work in the in-

Headquarters Nights

complete or distorted form that its clumsiness assured. This must seem, in the face of the popular conception of German administrative organization, like unconsidered and exaggerated writing. But it is not. It is the revelation of simple truth.

Under whatever detailed guaranties, or on the basis of no matter how elaborate regulations, an inevitable requirement for the carrying on of our work was a certain element of trust by the German authorities in the correct behavior of our American workers. The struggle between German officialdom's need for an absolute control of us, because any or all of us were potential spies—we were, of course—and the impossibility, under existing circumstances, of establishing any such effective control, resulted in a state of affairs that was ludicrous when it was not too irritating to be anything else.

The control was attempted by a rigor-

H e a d q u a r t e r s N i g h t s

ous set of restrictive rules concerning the movements of the Americans and their cars, prohibitions against carrying any letters except certain censored official ones, and a careful reissuing of passes each month for all of the men connected with the relief work. Our compliance with these regulations was checked on all motor trips by a regular inspection of passes, including the special ones of chauffeur and motor, a recording of the movement of the car, and sometimes an examination of the contents of bag and pockets, at all the sentry posts scattered along the roads. These posts were so abundant in the early days—when there were soldiers to spare—that we would be stopped a dozen times between Brussels and Antwerp, less than a two-hour trip. In addition to the regular inspection, there was another irregular one, which consisted of the sudden halting of the car any day anywhere along the road by a group of military-secret-service men, who made a close examination, not

H e a d q u a r t e r s N i g h t s

our kind of French. We were allowed—the circumstances of the work made it absolutely necessary, as the German authorities recognized—to talk when and where and to whom we pleased.

More than this and much more important than this, we sent out—with the consent, of course, of the Germans—three times a week, a mail courier from Brussels through the electrified wire fence and across the Belgian frontier into Holland. The mails he carried had been censored and sealed—the seals to be examined at the frontier—and he was subject to search, regular and irregular, at any time before reaching the wire. But he was a very intelligent young man, who spoke French, German, Flemish, Dutch, and English, and when in Holland was free to tell any one there—and Holland's population is, at present, most interestingly cosmopolitan—or write to any one anywhere—to a man in England, say, with an interest in matters in Belgium—anything

H e a d q u a r t e r s N i g h t s

the method of its carrying out. It was inexpedient and inefficient.

And it was unnecessary. We were not spies, and the German officials knew it. If we were, or if they really thought we were, their only sensible and safe action would have been to remove us. But knowing that we were not spying—in a few cases in which some over-eager ‘flat-foot’ thought he had found proof that we were, we were able brilliantly to prove the contrary—they nevertheless treated us in a way to make us feel and seem suspect, though not in a way which would have prevented us from spying and informing had we really been inclined to. That is machinery, but not brains. And wheels can never really replace brain-cells in human functioning.

IV

HOWEVER, a pacifist, or a neutral, is hardly to be made into an adherent of a war against any people on the basis of being ever so convinced of the stupidity of that people's form of government, or because of an ego-maniacal overestimate, on the part of this people, of its form of *Kultur*. And it was something more than any conviction of this kind that turned our group of American neutrals in German-occupied Belgium and North France into a shocked, then bitter, and finally blazing, band of men wishing to slay or be slain, if necessary, to prevent the repetition anywhere of the things they had to see done in these tortured lands.

The Germans entered Belgium in August and September, 1914; we began to

H e a d q u a r t e r s N i g h t s

exaggerated wilfully, and others exaggerated unintentionally, simply by the inevitable inaccuracies that come from excitement and mental stress. But there were stories that were true, all true.

If we had had but to make acquaintance this way with happenings of the days before we came! But there was no escape for us; the civilizing of Belgium did not cease with the terrible rush over the land to the final trench-lines in the West. It kept, and is keeping, everlastingly on. And we had to see it, and hear it, and feel it. We had to see the citizens of a proud and beautiful capital barred from walking in certain of its streets and parks, that elderly Landsturmiers and *schneidige* boy officers might stroll and smoke there; and to be sent indoors to bed every night for a fortnight at eight o'clock to learn to be deferential and friendly to soldiers who had slain their relatives and friends, not in the heat of battle, but at cool dawn in front of stone-walls.

H e a d q u a r t e r s N i g h t s

And we had to be there the fateful night of Nurse Cavell's death; and the days and nights of many other like deaths and travestied trials that preceded them. And we had to make the acquaintanceship of noble men and women, giving all the hours of all their days to the relief and encouragement of their people, only to have them disappear, carried off without an opportunity for a good-bye, for imprisonment in Germany, because of some trivial word or act of indignation at the sufferings of their people. Which carrying off brings us to the final word: *Deportations*.

There have been deportations of one kind or another from Belgium ever since the war began. Removal to Germany has been a punishment much favored by the German authorities for indiscreet or too uncomfortable Belgians. But most of these removals have been made of citizens singly or in small groups, usually after a military trial; and the official morn-

H e a d q u a r t e r s N i g h t s

human beings comparable only with that which might have been given to an equal number of cattle, sheep, or swine driven to the railways, held in yards in the rain or sun for a cursory examination for possible infectious disease and physical condition generally—for the importers wanted only sound animals—and then packed tightly into box-cars with enough feed and water for the trip to the distant abattoirs—enough feed, that is, if the trains got through on schedule, which they never did.

The world knows this hazily, I say. Much has been written about this deporting; about its causes, the conditions that incited German authority to do it—it was the highest military authority that decreed it, not Von Bissing's Belgian government,—the manner of its doing, its results. But the world needs the whole story. Unfortunately it cannot yet be written. Among other things lacking is the knowledge of just how many of the

Headquarters Nights

hundred thousand Belgian slaves have died and are to die in Germany. Some have been sent back hastily, so that they would not die in Germany; they die on the returning trains, or soon after they get back. Or, what is worse, some do not die, but continue to live, helpless physical wrecks.

The deportations were not hazy to us. They were the most vivid, shocking, convincing single happening in all our enforced observation and experience of German disregard of human suffering and human rights in Belgium. We did not see the things that happened to the deported men in Germany. But we could not help knowing some of them. When the wrecks began to be brought back—the starved and beaten men who would not sign the statements that they had voluntarily gone to Germany to work! and the starved and beaten ones who would not work at all; and the ones who could not work even when, driven by fear of pun-

H e a d q u a r t e r s N i g h t s

ishment, they tried to, on the acorn soup and sawdust bread of the torture camps—when these poor wrecks came back, they brought their experiences with them, and revealed them by a few words and the simple exhibition of their scarred and emaciated bodies.

The deportations occurred near the end of the period of our stay in Belgium. They were the final and the fully sufficient exhibit, prepared by the great German Machine, to convince absolutely any one of us who might still have been clinging to his original desperately maintained attitude of neutrality, that it was high time that we were somewhere else—on the other side of the trench-line, by preference. There could be no neutrality in the face of the deportations; you are *for* that kind of thing, or you are *against* it.

We are against it; America is against it; most of the civilized nations are against it. That is the hope of the world.

A Belgian Record

A BELGIAN RECORD

IN connection with the subject of the Belgian deportations, the following translation, made by Professor Kellogg, of a memorial sent to Governor-General von Bissing about December 1, 1916, by a group of prominent burghers of Antwerp, will be of interest. It is new to the American public.

*To His Excellency Baron von Bissing,
Governor of Belgium, in Brussels:*

YOUR EXCELLENCY,

By virtue of an Order of the Military Governor of Antwerp, rendered in accordance with the instructions of the German General Government in Belgium, dated November 2, 1916, our citizens without work whose names are on the lists of the Registry Office (*Meldeamt*) are instructed

Headquarters Nights

to present themselves immediately at the Southern Railway Station. From there they will be transported, by force if necessary, into Germany, where they will be compelled to take up work which will be assigned to them. The same measures have been taken in the rest of the country. Without having committed crime, and without trial, thousands of our free citizens are being thus deported, against their will, into an enemy land, far from their homes, far from their wives and their children. They are being submitted to that most terrible treatment for free men: being forced to labor as slaves.

We, Deputies, Senators, and notables of Antwerp and its environs, would believe ourselves recreant to all our duty if we allowed such things to occur under our eyes, without resorting to the right that we have of addressing the executive power under any circumstances, in order to make known to it our griefs and our protests.

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There is no modern author who justifies it. The articles of the Convention of The Hague, defining requisitions made for the benefit of an occupying army, are directly opposed to such a measure.

The constitutional right of all European countries, including Germany, is not less opposed to it.

The most illustrious of your sovereigns, Frederick the Second, has regarded and honored as a dogma, individual liberty and the right of every citizen to dispose of his capacities and of his work as he wishes. An occupying authority ought to respect these essential principles which have been the common patrimony of humanity for centuries.

It cannot be denied that the Belgian deported workers, under the conditions

Headquarters Nights

created by this action, will set free a proportional number of German workers to go to the front to fight the brothers and sons of the deported Belgians. This makes them forced partakers in the war against our country, something that Article 52 of the Convention of The Hague prohibits in express terms. That is not all. Immediately after the occupation of Antwerp, thousands of our citizens had fled the country and taken refuge in that part of Holland stretching along the Belgian frontier, but the German authorities made most reassuring declarations to them.

On October 9th, 1914, General von Beseler, Commander-in-Chief of the besieging army, gave to negotiators from Contich a declaration stating: 'Unarmed members of the Civic Guard will not be considered as prisoners of war.'

Under the same date, Lieutenant-General von Schutz, the German Commander of the Fort of Antwerp, gave out

H e a d q u a r t e r s N i g h t s

the following proclamation: 'The undersigned, Commander of the Fort of Antwerp, declares that nothing stands in the way of the return of inhabitants to their country. None of them will be molested; even the members of the Civic Guard, if they are unarmed, may return in all security.'

On the 16th of November, 1914, Cardinal Mercier communicated to the population a declaration signed by General Huene, Military Governor of Antwerp, in which the General said, for purposes of general publication: 'Young men have nothing to fear from being taken to Germany, either to be enrolled in the army or to be employed at forced labor.' A little later the eminent prelate requested Baron von der Goltz, Governor-General of Belgium, to ratify for the whole country, without limit as to time, these guaranties which General Huene has given for the Province of Antwerp. He was successful in obtaining this.

III

Finally, on the 18th of October, 1914, the military authorities of Antwerp gave a signed statement to the representative of General von Terwiega, Commander of the Holland Field Army, to the effect that the young Belgian men and unarmed members of the Belgian Civic Guard could return from Holland into Belgium and would not be molested. One of his sentences was: 'The rumor according to which the young Belgian men will be sent into Germany . . . is without any foundation.'

Upon the faith of these solemn public declarations, numerous citizens, not alone of Antwerp but of all parts of the country, have returned across the Holland-Belgium frontier to their own hearth-stones. Now these very men who, once free, returned to Belgium, relying upon the formal engagements of the German authorities, will be sent to-morrow into Germany, there to be forced to undertake that labor of slaves which it has been promised

H e a d q u a r t e r s N i g h t s

would never be put upon them. Under these conditions, we believe it right to demand that the measures taken for these deportations be countermanded. We add that the agreement of Contich formally stipulated that the members of the Civic Guard would not be treated as prisoners of war. Surely, then, there can be no question of transferring them to Germany to give them a treatment even more severe.

The preamble of the Order for the deportation seems to reproach our workers with their idleness, and it invokes the needs of public order and regrets the increasing charges of public charity to take care of these men. We beg to remark to Your Excellency that, at the time of the entrance of the German armies into Belgium, there were in this country large stocks of raw materials whose transformation into manufactured articles would have occupied innumerable workers for a long time. But these stocks of raw

Headquarters Nights

materials have been taken from us and carried to Germany.

There were factories completely equipped which could have been used to produce articles for exportation into neutral countries. But the machines and the tools of these factories have been sent to Germany.

Certainly it is true that our workers have refused work offered by the occupying authorities, because this work tended to assist these authorities in their military operations. Rather than win large wages at this price they have preferred to accept privation. Where is the patriot, where is the man of heart, who would not applaud these poor people for this dignity and this courage?

No reproach of idleness can really be made to our worker classes who, it is well known everywhere, are second to none in their ardor for work.

The Order refers in addition to the necessity of good order, and refers also to

Headquarters Nights

the necessity of not allowing an increasing number of workless people to become a burden on the public charity.

Public order has never caused trouble. As to charitable assistance, it is true that millions of francs have been spent in charity since the beginning of the war, but, for the accomplishment of this immense effort of benevolence, nothing has been asked from the German government, nor even from the Belgian Treasury, administered under your control and fed by our taxes. There should be, then, no anxiety on the part of Germany concerning this money, which in no way comes from it. Indeed, Your Excellency well knows that this money does not even come from immediate public charity, but is arranged for by the Comité National, which will continue to arrange for it in the future, as it has in the past.

None, then, of the motives invoked to support the Order of deportations seems to us to have any foundation.

H e a d q u a r t e r s N i g h t s

One would seek in vain in all the history of war for a precedent for this action. Neither in the wars of the Revolution, nor of the Empire, nor in any which have since that time desolated Europe, has anyone struck at the sacred principle of the individual liberty of the non-combatant and peaceful populations.

Where will one stop in this war, if reasons of State can justify such treatment? Even in the colonies forced labor exists no longer.

Therefore, we pray Your Excellency to take into consideration all that we have just said, and to return to their homes those unfortunates who have already been sent into Germany in accordance with the Order of November 2, 1916.

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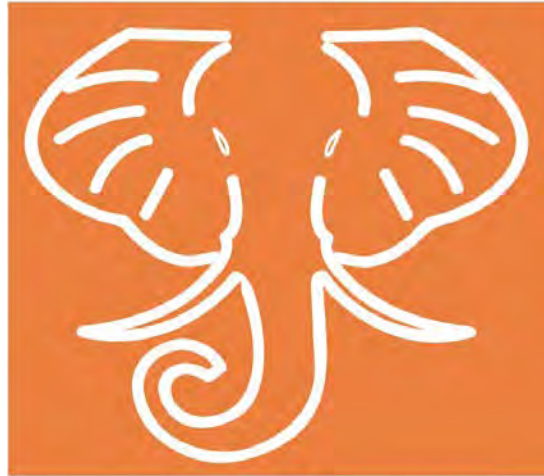


**The autobiography of a regiment; a history of the 304th field artillery
in the world war, by James M. Howard... illustrated by Mr. Perry
Newberry, Lieut. Roger McE. Smith, Cpl. Michael Lemmermeyer...[and
others]**

Howard, James M.
New York, 1920.

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THE AUTOBIOGRAPHY OF A REGIMENT





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"LEVIATHAN" IN BREST HARBOR

THE AUTOBIOGRAPHY OF A REGIMENT

A HISTORY OF THE
304TH FIELD ARTILLERY
IN THE WORLD WAR

BY

JAMES M. HOWARD

CAPTAIN, REGIMENTAL CHAPLAIN

ILLUSTRATED BY

MR. PERRY NEWBERRY

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PRIVATES ARCHIE ANDERSON

FRED DALRYMPLE

REYARD GRAHAM

E. H. REIMS, JR.

W. H. TRUESDELL

CAPT. HARRY KEMPNER

NEW YORK

1920

TO
THOSE MEN OF THE 304TH FIELD ARTILLERY
WHO GAVE THEIR LIVES IN BATTLE
FOR THE CAUSE OF LIBERTY AMONG THE PEOPLES OF THE EARTH
THIS BOOK IS DEDICATED
IN THE NAME OF THE REGIMENT IN WHOSE RANKS THEY SERVED
WITH PERFECT LOYALTY AND UTTER DEVOTION

CHRONOLOGICAL TABLE

	1917
Officers commissioned	Aug. 15
Officers reported to Camp Upton	Sept. 2
Regiment organized	Sept. 5
Arrival of first increment of first draft (N. Y. C.)	Sept. 9
Arrival of second draft (N. Y. C.)	Oct. 10-12
Arrival of third draft ("Up State")	Dec. 10-12
	1918
Col. Briggs took command of reg't.	April 1
Departure of Infantry of 77th Div.	April 12
Replacements arrived (Iowa and Minn.)	April 18
Dedication of the colors	April 18
Departure from Camp Upton	April 22
Sailed on <i>Leviathan</i> from Hoboken	April 24
Arrived at Brest	May 2
Trip to Bordeaux and Camp de Souge	May 7-10
Training at Camp de Souge	May 10-July 1
First day on range with guns	May 27
First road march	June 27
Parade in Bordeaux	July 4
Entrained at Bonneau for front	July 9-11
Arrived at Baccarat	July 12-14
First battery in position (Btry D)	July 12
First shot fired by reg't (Btry D)	July 14
Left Lorraine front	Aug. 1st
Entrained at Einvaux for Vesle front	Aug. 6
Detrained at La Ferté Gaucher	Aug. 7
Hike to Vesle front	Aug. 10-12
First battery in position (Btry B)	Aug. 13
First casualties (Btry B)	Aug. 19
Group of officers transf. for duty in U. S. A.	Aug. 23
Col. Briggs commissioned Brig. Gen.	Aug. 25
Lt.-Col. McCleave assigned	Sept. 2
Advance to St. Thibault, Vesle River	Sept. 4

Advance across Vesle to Vauxcéré	Sept. 5
Gen. Briggs left regiment, Col. McCleave in command ..	Sept. 10
77th Division relieved by Italians	Sept. 14-15
March to the Argonne	Sept. 15-24
Opening of Argonne drive	Sept. 26
Fight through Argonne Forest	Sept. 26-Oct. 16
77th Division relieved by 78th	Oct. 16-17
Division in reserve, reg't at Four de Paris	Oct. 17-25
Division in position for new drive, 304th guns near Fléville	Oct. 26
Opening of Argonne-Meuse drive	Nov. 1
1st Bn. demobilized at Verpel	Nov. 3
2nd Bn. reached final positions at Meuse River	Nov. 6
Armistice signed	Nov. 11
77th Div. relieved by French	Nov. 12
304th in billets at Sommauthe	Nov. 12-23
2nd Bn. back in position at front	Nov. 14-19
Col. Enos took command	Nov. 20
304th at Briquenay	Nov. 23-Dec. 2
Entrained at Autry for 9th Training Area	Dec. 2
Arrived at Aubepierre and Lignerolles	Dec. 3
	1919
In billets in Aubepierre and Lignerolles until	Feb. 8
Trip from Latrécy to LeMans Area	Feb. 8-11
Billeted in Fercé, Pirmil and LaSuze	Feb. 11-Apr. 17
Entrained at LaSuze for Brest	April 17
Arrived Brest	April 18
Embarked on U. S. S. <i>Agamemnon</i>	April 20
Sailed from Brest harbor	April 21
Arrived New York (Hoboken pier)	April 29
Reached Camp Mills, L. I.	April 29
Parade in New York	May 6
Regiment disbanded	May 10

FOREWORD

In the summer and fall of the year 1917 a group of men who had been called into the service of their country were put together, by the hazard of military life, to form a regiment known as the 304th Field Artillery. Two of them were officers from the Regular Army. Not a few had seen service on the Mexican Border with the National Guard. A great majority were essentially civilians who had become soldiers simply in answer to the call of duty in a time of national need. Most of them were from New York City. They came from every conceivable walk of life. Some entered the service as commissioned officers, and some as enlisted men.

During the winter and spring which followed, other men joined the group, some from New York State and a good many from Iowa, Minnesota and various parts of the country.

Together they trained as soldiers, first in Camp Upton, Long Island, and later in Camp de Souge, near Bordeaux, France. Together they served at the front, in the quiet Lorraine sector, on the Vesle and the Aisne Rivers, and finally in the great Argonne-Meuse offensive which ended the war. There developed among them a spirit of comradeship which surpassed anything they had known before. Whether or not they liked army life, these men learned to love their regiment.

This book is intended simply as a record of the experiences which they shared during their twenty months of service together. It does not purport to be in any way a history of the Great War. Its purpose is to preserve in concrete form for the men themselves and for their friends the story of their experiences.

Parts of the narrative, especially in the first two chapters, will doubtless be dry reading for an outsider. If the reader

will remember that the details of those early days are recorded for the benefit of the men who lived through them, and will pass on to the later chapters, he will find there the story of actual war as it was fought by a regiment of soldiers who were second to none in the American armies.

The author desires to express his profound admiration of the officers and men with whom it was his privilege to serve, and his appreciation of their fellowship, without which the story could never have been written. In the preparation of the book itself, the help of certain individuals has been invaluable:

Colonel Copely Enos, who commanded the regiment from November 20, 1918, until demobilization, not only gave the whole project his enthusiastic support, but read the manuscript with minute care and offered wise and constructive criticism.

Major Lewis Sanders was from the first a resourceful advisor in everything which had to do with the publication of the book, and furnished considerable information about the work of the First Battalion.

Major Alvin Devereux, of the Second Battalion, contributed written accounts of various episodes connected with the operations of his command from which the author has drawn freely without always using quotation marks or indicating the source.

Captain Harry Kempner was an unfailing source of information regarding the operations in which the regiment was engaged. He also made one of the illustrations.

Lieutenant Lawrence Thornton, of the Brigade Commander's Staff, wrote an account of the Plattsburg Training Camp and of the beginnings of Camp Upton without which the first chapter could hardly have been written, and as Brigade Historian he has offered helpful advice and criticism.

Lieutenant Roger McE. Smith gave a great deal of time to the work of illustrating, produced many of the best of the drawings, and supervised the final preparation of the cuts. His helpful labors and loyal coöperation after the regiment was disbanded and the artists scattered, deserve special thanks.

Sergeant William K. Vernon collected and arranged a vast amount of information and furnished many helpful suggestions.

Mr. Perry Newberry, the regimental Y. M. C. A. Secretary, took entire charge of the illustrating, laid out the work for the artists, lived and labored with them for weeks, and himself drew some of the pictures. His wide experience, both as an illustrator and as a writer, as well as his sincerity and enthusiasm in the work, made his criticisms invaluable. The whole layout of the book is the work of Mr. Newberry. His work for the regiment in the making of this memorial volume is surpassed only by the resourcefulness, the genuineness, and the unfailing good will of his life and work among the men, both at the front and during the trying period after the fighting was over. He was not an adjunct, but an integral part of the regiment, respected and beloved by officers and men as a tried and trusted friend.

Under him in the task of illustrating worked Corporal Michael Lemmermeyer, whose cartoons enliven the entire book; Private Dalrymple, whose brush work has given most of the full-page illustrations; Private Revard Graham, who has done the decorative chapter headings; and Privates Archie Anderson and E. H. Reims, Jr., whose pen drawings have helped to make the story interesting. Sergeant Stephen Ayres, as a member of the Art Department, did considerable work on the maps.

Two members of Battery E, Corporal Edwin C. Cass and Private George Petri, were kind enough to lend their diaries, which not only furnished numerous quotations, but suggested a great many things which the author has himself written. Several others, who would prefer that their names did not appear, have contributed bits from diaries and letters.

To all these friends the author extends his sincere thanks. Their coöperation has made the whole work a joy.

LIST OF ILLUSTRATIONS

TITLE	FULL PAGE	ARTIST	FACING PAGE
<i>Leviathan</i> in Brest Harbor		<i>Reims</i>	<i>Frontispiece</i>
Towering above them all the huge <i>Leviathan</i>		<i>Graham</i>	40
Leaving New York Harbor		<i>Reims</i>	46
Alsace-Lorraine		<i>Graham</i>	76
Headed for the Unknown		<i>Dalrymple</i>	93
The Valley of the Vesle		<i>Dalrymple</i>	110
Fights in the Air		<i>Lemmermeyer</i>	117
Fismes		<i>Dalrymple</i>	136
A Battery Kitchen in the Woods		<i>Reims</i>	160
No Man's Land—Argonne Forest		<i>Reims</i>	169
The Advance through the Argonne		<i>Dalrymple</i>	180
Pirate Piece in Action		<i>Dalrymple</i>	204

IN THE TEXT

		PAGE
Head-piece, Chapter I	<i>Graham</i>	1
Off for Plattsburg	<i>Smith</i>	2
Led them on Strenuous Hikes	<i>Smith</i>	3
From One Farmer's Roof to Another	<i>Smith</i>	4
Major Sanders	<i>Lemmermeyer</i>	5
The First Army Chow	<i>Lemmermeyer</i>	10
Oh, the Needle! the Needle!	<i>Lemmermeyer</i>	11
His First Uniform	<i>Smith</i>	12
"Wait Till You Get the Needle!"	<i>Smith</i>	13
When New Recruits Arrived	<i>Lemmermeyer</i>	14
Head-piece, Chapter II	<i>Graham</i>	15
They Used to Make Hideous Noises	<i>Lemmermeyer</i>	15
Camp Upton (three views)	<i>Reims</i>	16
On Sunday Afternoons	<i>Lemmermeyer</i>	17
Learning Obedience	<i>Anderson</i>	19
Compelled to Bathe Regularly	<i>Lemmermeyer</i>	20

TITLE	ARTIST	PAGE
Major Devereux	<i>Lemmermeyer</i>	21
Putting Out the Infirmary Fire	<i>Lemmermeyer</i>	22
Pushed and Jammed to Suffocation	<i>Smith</i>	24
Digging Stumps	<i>Anderson</i>	27
Glee Club of Officers	<i>Lemmermeyer</i>	28
Head-piece, Chapter III	<i>Graham</i>	35
Sat in the Mess Hall in Pairs and Groups	<i>Lemmermeyer</i>	36
Swinging Out into the East River	<i>Lemmermeyer</i>	38
Those Bunks!	<i>Smith</i>	40
A Gun-Crew Constantly on Duty	<i>Smith</i>	42
"All Hands Abandon Ship!"	<i>Lemmermeyer</i>	44
Proceeding Direct to France	<i>Reims</i>	48
Captain Doyle	<i>Lemmermeyer</i>	48
One or Two Huge Windmills	<i>Reims</i>	49
The Ship Came to Anchor	<i>Graham</i>	49
Kiddies Were Everywhere	<i>Smith</i>	50
The Boys Were More Bold	<i>Smith</i>	51
Destroyers	<i>Smith</i>	52
Head-piece, Chapter IV	<i>Graham</i>	53
Inside the Gates, Pontanézen Barracks	<i>Reims</i>	53
Pontanézen Barracks	<i>Reims</i>	54
"Hommies Forty"	<i>Lemmermeyer</i>	55
Entrance to Camp de Souge	<i>Reims</i>	56
Chinese Coolies Were a Novel Feature	<i>Smith</i>	57
Some of the More Ambitious	<i>Anderson</i>	57
Machine Gun School	<i>Graham</i>	58
Not Versed in Army Methods	<i>Lemmermeyer</i>	62
A Corner of Bordeaux	<i>Reims</i>	63
Week-End Leaves to Bordeaux	<i>Smith</i>	65
Dining in Fascinating Little Inns	<i>Lemmermeyer</i>	66
The Canteen Did a Thriving Business	<i>Lemmermeyer</i>	67
Captain Mahon	<i>Lemmermeyer</i>	68
Widow in Bordeaux	<i>Smith</i>	69
Tail-piece: French Railroad Train	<i>Smith</i>	71
Head-piece, Chapter V	<i>Graham</i>	72
Getting the Mules into the Box Cars	<i>Lemmermeyer</i>	73
Railroad Guard	<i>Smith</i>	74
Captain Kempner Worked Half an Hour	<i>Lemmermeyer</i>	74
Entraining at Bonneau	<i>Smith</i>	75
Positions are Chosen	<i>Anderson</i>	78

TITLE	ARTIST	PAGE
Forward Observation Post	<i>Smith</i>	79
Telephone Men in Action	<i>Lemmermeyer</i>	80
In the Baccarat Sector	<i>Reims</i>	81
Lieut. Graham Mounts His Charger	<i>Lemmermeyer</i>	82
Learning the Game of War	<i>Lemmermeyer</i>	83
Entrance to a Dugout	<i>Reims</i>	84
Tail-piece: On the Road	<i>Graham</i>	87
Head-piece, Chapter VI	<i>Graham</i>	88
"Gas! Gas!"	<i>Lemmermeyer</i>	89
Men Began to Fall Out	<i>Anderson</i>	90
A Weary Night	<i>Anderson</i>	91
Another Night of Marching	<i>Newberry</i>	93
The Wagons Were Repacked	<i>Anderson</i>	94
We Were Headed North	<i>Newberry</i>	95
A Warm Sun Lured Many to the River	<i>Smith</i>	96
Crossing the Marne at Château-Thierry	<i>Dalrymple</i>	97
Slowly We Plodded Our Way	<i>Anderson</i>	98
Ten Minute Halts for Rest	<i>Smith</i>	100-101
Klaxons Screamed the Alarm	<i>Lemmermeyer</i>	102
Eating was Never a Pleasure	<i>Anderson</i>	104
Head-piece, Chapter VII	<i>Graham</i>	106
Chéry-Chartreuve	<i>Reims</i>	107
Ferme des Dames	<i>Reims</i>	108
Out in the Open	<i>Reims</i>	111
A Shell Struck the Airplane	<i>Reims</i>	112
Our Men Got the Fringes of the Fire	<i>Smith</i>	113
The Shell had Blown Him Out of the Saddle	<i>Lemmermeyer</i>	115
Changed their Positions	<i>Reims</i>	117
And Buried the Dead Ones	<i>Anderson</i>	119
Through the Wicked Shell-Fire	<i>Newberry</i>	120
A Shell Whistled Overhead	<i>Reims</i>	123
Lieutenants Lillibridge and Graham in O. P.	<i>Lemmermeyer</i>	125
Head-piece, Chapter VIII	<i>Graham</i>	127
Vigilance was Doubled	<i>Smith</i>	128
Great Fires Were Visible	<i>Anderson</i>	129
What was Left of the Village of Perles	<i>Reims</i>	130
The Church in Perles	<i>Reims</i>	131
Perles	<i>Reims</i>	132
Went to the Aid of His Fallen Comrades	<i>Smith</i>	133
Looked to See if His Men Were Under Cover	<i>Smith</i>	133

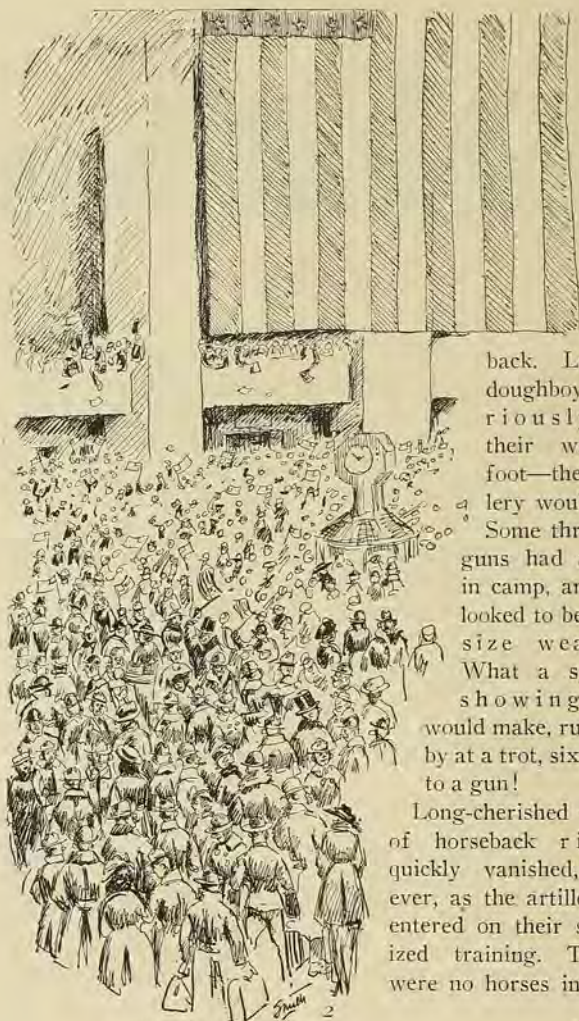


CHAPTER I

BEGINNINGS

For three long months before the 304th Field Artillery existed most of those who were to be its officers had been together. The United States had declared war on Germany on April 6, 1917, and on May 15th those New York men who had been accepted as candidates for commissions in the Officers' Reserve Corps were summoned to Plattsburg, New York, to undergo a period of intensive training. There for three months they lived bunk to bunk in the barracks and ate the same army food. For three months they toiled with mind and body to master the elements of things military. When, at the end of that time, they left the camp as commissioned officers, they took with them not only a somewhat confused mass of technical knowledge but also a spirit of comradeship which went far toward insuring the success of the regiment in which they were to serve.

At the beginning of the course every one started as an infantryman. With rifle, bayonet and pack he drilled and hiked like any doughboy. After a month of this the men who had chosen to serve in the artillery were reassembled and assigned to provisional batteries for special instruction, and it was with supreme satisfaction that they laid aside their packs and congratulated themselves on the prospect of future hikes on horse-



Off for Plattsburg

back. Let the doughboys laboriously plod their way on foot—the artillery would ride. Some three-inch guns had arrived in camp, and they looked to be man's size weapons. What a splendid showing they would make, rumbling by at a trot, six horses to a gun!

Long-cherished visions of horseback riding quickly vanished, however, as the artillerymen entered on their specialized training. There were no horses in camp.

Hikes on foot were as frequent as before, only instead of packs and rifles the men now carried instruments. Classes were held from seven in the morning to quarter of twelve, and in the afternoon from one-thirty to half-past four. There was a two-hour study period every evening. The path was not strewn with roses; leisure hours were rare. Barracks and company streets had to be policed (i. e., cleaned) before class in the morning, and the strict insistence on personal neatness made it necessary to fill in the precious moments between four-thirty and retreat with shaving and the polishing of personal equipment. The life was all work, with mighty little play.

When the First Provisional Battery was assembled, Captain Ned B. Rehkopf, a field artilleryman of the Regular Army, introduced himself as its commanding officer and senior instructor. With his hat tilted down over his eyes he looked slowly along the line of faces before him, said a few words and dismissed the battery. The men's first impression of him was one of calm, impersonal leadership, and as the weeks wore on the impression deepened and left a lasting influence.

Second in command was Lieutenant Barnes, also of the Regular Army. Like the Captain he had a faculty of smoothing over difficult places, of which there were not a few. Major Lewis Sanders, although on cadet status, assisted in the instruction, and with terrible energy he spurred his charges on



Led Them on Strenuous Hikes

through the intricacies of firing data and reconnaissance, and led them on strenuous hikes, which even the long marches in France never effaced from their memory.

The men lived in a state of uncertainty. Each day brought new and difficult things to learn, as well as fresh rumors. The latter always had to do with the prospects of being or not being commissioned. Joy rose and fell according as the rumors were propitious or unpropitious, and each candidate measured his chances by the successes or failures of each day's work. At the most unexpected moments the instructors would call a man forth from the obscurity and oblivion of the ranks and thrust upon him a position of command where his shortcomings were painfully conspicuous. He might do well, or he might do ill, but in either case he was apt to feel that he had lost his chance of winning a commission.



From One Farmer's Roof to Another

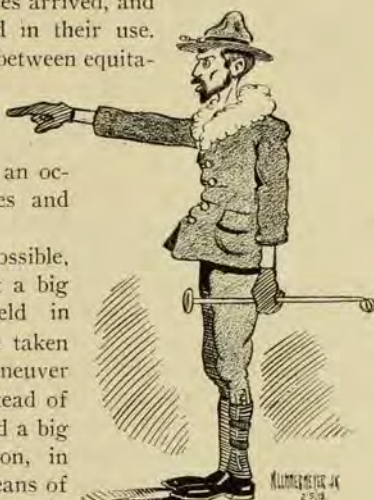
In the morning tactical walks under Major Sanders became the usual thing. The camp edged the shore of Lake Champlain, and back from it the roads led into the sandy, pine-tree country, and the region of the Chateaugay branch railroad and the Salmon River. Commanding this country from the north

was a hill on which stood the Hotel Champlain and its water tower. Hither the men hiked along the Peru Road and fought strategic battles with imaginary guns against an imaginary enemy, and always the water tower figured as an important element. Observers were shot from it daily. There was not a copse or knoll for miles around but sheltered artillery, friendly or otherwise.

After a time some horses arrived, and three batteries alternated in their use. Just enough days elapsed between equitation lessons to heal the soreness of the previous riding, but at least there was some satisfaction in an occasional drill with horses and guns.

Actual firing was not possible, but every one hoped that a big maneuver might be held in which batteries would be taken into position. The maneuver never took place, but instead of it the instructors arranged a big problem in communication, in which all the different means of signaling were to be brought into play.

When the day arrived, the legions started forth at dawn, equipped with blinker lights, signal flags, field telephones, rockets, and horses for messengers. Observers were stationed in the tower to flash the progress of events, while groups of runners relayed messages. From one farmer's roof to another instructions were wig-wagged, and rockets and bombs went up all along the line. At the close of the day it was de-



Major Sanders

cided that if communication had won the fight the enemy had certainly been surrounded and taken.

The Plattsburg course ended with a grand review of all the troops in camp. One battery of artillery, patched together for the occasion, passed proudly in review with guidons flying and guns and caissons bowling along behind the horses,—a stirring spectacle for the men who had toiled through the terrible heat of the summer to become artillery officers.

On August 15th the commissions were announced. Captain Rehkopf assembled the successful candidates and made a characteristically short speech.

"Gentlemen," he said, "you enter the service to become representatives of the American Army. It has been very difficult to choose among you. I trust I may be able later to say that I have chosen wisely."

Where all had been comrades of equal standing, each successful candidate was now to take on rank commensurate with his age and, it was to be hoped, with his ability; but a fellowship had grown up in those three months which rank could not efface. It was a group of friends who separated on August 15th for a brief vacation, with orders to report at the end of the month at Camp Upton, Long Island, there to take up their duties as officers of the 304th Field Artillery.

Camp Upton, on September 1st, was a howling wilderness of stumps, lumber piles, civilian workmen, ditches and half-finished buildings. The stumps were all that was left of a forest of scrub oak and pine which had been cleared away to provide an area for the camp. The lumber was strewn in wild confusion all over the place. The civilian workmen swarmed like so many ants, and often with as little apparent aim. The ditches marked the first stage of what was to be an elaborate system of water supply and drainage, while from day to day newly completed buildings showed the progress of the great wooden city which was to house forty thousand men.

In this wilderness our newly commissioned officers found themselves when, after alighting from the train, they walked the long dusty road to camp and sought out the headquarters of the Commanding General. There the Adjutant assigned them to their regiment, and told them to report to the headquarters of the 304th Field Artillery. The vague address given was "J-1," and it was difficult at first to determine just which part of the camp the constructing engineers had labeled "J"; but as soon as the section was located the building was not hard to find, for it was one of the few finished barracks in the area, situated between what afterward became 2nd and 3rd Avenues above 11th Street. Here, amid a confusion of desks and papers pertaining to other regiments, Captain Leonard Sullivan, the regimental Adjutant, was already busy with that bane of all army officers, "paper work."

There was not much about the camp at that time to suggest military life. Steam stump pullers were tearing roots out of the ground to make way for new buildings. Great noisy machines were plowing up new ditches and adding to the pitfalls which made walking dangerous after dark. Carpenters were hammering, and plumbers were littering the floors with pipe, bolts, solder and tin. The only warlike touch was a battalion of the 15th New York Infantry (colored), who were acting as guards until the camp should boast a military police force of its own. These happy-go-lucky blacks furnished as much amusement as protection. They presented arms with superb dignity whenever an officer passed by, and when off duty they laughed and chased each other about among their tents, or beat out marvelous rag-time on the piano in the Y. M. C. A tent.

Major Sanders was at first in charge of the 304th. On paper one Colonel Westervelt was in command, but he was in France at the time and the regiment never saw him. The real commanding officer, Lieutenant-Colonel John R. Kelly, had not yet reported, so it was Major Sanders who marshaled

the officers and gave them their instructions. No soldiers would be on hand for some days, and the officers must practice on each other. Each battery commander took his lieutenants out and every officer had his turn at giving commands to the others. The Major took them all on a personally conducted tour of the camp and pointed out where in the great U-shaped city the various parts of the division would eventually be. As the officers stumbled along over the stumps and leaped the ditches they wondered where, in all this animated desert, there would be any room to drill.

In a few days Colonel Kelly arrived to take command. As a captain of infantry in the Regular Army he had been an instructor in the civilian training camps at Plattsburg in 1916, and had earned a good name as a leader of tact and force. This reputation did not belie him, for in a very short time the officers of the 304th had learned to rely on his judgment and had been won to a strong personal attachment to their commanding officer. The only other regular army officer in the regiment was Major Leonard C. Sparks, who arrived about the same time. He was a field artilleryman and an exceptionally capable one, as well as a man of rare personal charm.

Presently there arrived a group of non-commissioned officers who had been sent from the Regular Army to help in getting the new National Army into shape. Some of these men were fine soldiers of the stamp of Sergeants Cronin and French, who were made first sergeants of B and D Batteries respectively and served in that capacity until the regiment was disbanded. Others of them, however, came with an utterly wrong notion of the National Army and had an idea they could do about what they liked with the reserve officers. They were mistaken. A strenuous sifting process was instituted which soon got rid of the undesirables. Those that remained were worth keeping, and they served right through with faithfulness and often with distinction.

Meantime, on September 10th, arrived the great day to which thousands of people had been looking forward, some with eagerness and some with dread, the calling out of the first draft. Even since they had registered on June 5th and had been declared physically fit for military service, these men had been watching for the day when there should come a pink card through the mail telling them to report for duty. Now the day had come. Great masses of friends and well-wishers turned out to see them off, and the first instalment of the new National Army from New York City boarded the Long Island train for Camp Upton.

As the first trainload pulled out of the station men hung from the car windows and crowded the platforms, shouting and singing and hailing every one in uniform who came near. Officers had boarded the train some distance from the camp, so that the leaders appointed by the local draft boards had been relieved from their none too easy job of trying in some measure to control the enthusiastic or defiant curiosity of the recruits.

The occupants of the cars needed no command from the officers in charge to swarm out, pushing and yelling, and fall into something which vaguely resembled a line. There was no lack of comments and suggestions from the ranks as the officers struggled to straighten out the formation so that they could tell who was present and who was missing. Finally the roll-call was finished and at the command "Right face—forward march!" the men picked up their grips and bundles and started to march with ragged and uneven strides toward camp.

These first recruits had been largely picked by the local boards as being likely men to form the nucleus of the regiments and perhaps to become non-commissioned officers, and in most cases the selection had been fairly good. Nevertheless it is doubtful whether there had ever been a stranger assemblage for the making of an army. They came from every nook and

corner of Greater New York and from every stratum of society and every walk of life. Fifth Avenue and the lower East Side, men who had lived on inherited incomes and men who toiled as day laborers, university graduates and illiterates, those whose ancestors had fought under Washington and those whose parents were still living in Italy and Russia walked side by side in a column of twos through the dust and confusion of the camp.

At last the strange procession halted before a new barrack which had been prepared for their reception. In groups of eight they were told off and summoned inside, where each man was led up stairs and assigned to a bunk. On every cot lay a mess kit, two or three blankets and a bed sack, which, when filled with straw, would serve as a mattress. Odors of a steaming hot lunch were coming up from the kitchen, and by the time the last man had been given his bunk, mess was ready and every one fell to with a will. The first army chow these rookies got was a real one. Chefs from New York hotels had been em-

ployed to prepare the meals until cooks could be selected and trained from among the soldiers, and although the service might have been more dainty the food was good and there was plenty of it.

After mess began the weary process of being mustered into the army. The men were lined up alphabetically, and as each one's name was called he entered the mess hall and took his place at table.



The First Army Chow

Opposite him sat an officer with a pile of large cards on which were innumerable questions to be answered by the recruit: name, age, place of birth, nationality of parents, previous occupation, salary, schooling, previous military experience, and all information which might be of assistance in determining a man's fitness for the different branches of the service, and later, for the various special duties connected with army life. All this had to be extracted by questions and entered on the qualification cards and finally signed by the candidate and by the officer.



Oh, the Needle! the Needle! The Pro-phy-lac-tic Needle!

As the men completed this inquisition they were marshaled outside and marched to the building where the medical examiners held forth. Here through the various departments the recruits were shoved like meat through a sausage mill, and some who were palpably unfit were eliminated and given a slip entitling them to a discharge from present military service. The rest were hustled along to the unfeeling doctors who administered the prophylactic needle.

The needle deserves special mention, for it loomed large in the imagination of the rookie. To the first lot sent it came as a surprise—before the man knew what was happening the needle had been thrust into his arm and the damage was done.

But those who came later were greeted all the way from the station with jeering cries of "Wait till you get the needle!" "You want to look out for that needle—three men died from it yesterday!" For weeks afterward any reference to inoculations in songs or skits at the battery entertainments was sure to bring a laugh.

After the physical examination there was another line-up and the men were marched off to the mustering office. Here more questions were asked and answered, and finally each man signed his name to a document which made him at last a soldier in the United States Army.

The next formality, and one which must be completed at all costs before bed time, was a bath. Into cold showers the men were hustled for a good clean-up. Any man who emerged from the bath house with a dry head, indicating that his ablutions had not been thorough, was compelled to go back again and make a good job of it.

Bed felt good that night to a tired lot of men. There was some noise and hilarity in the barracks, but after a while the

place quieted down, and in the dark strangeness of the dormitory each man was left to his own turbulent thoughts.

During the next few days new increments of recruits kept arriving, and presently they were assigned to the various regiments. About a hundred came in the first lot to the 304th and were put in charge of Captain Ewell and the offi-



His First Uniform



"Wait Till You Get the Needle!"

cers of A Battery. Nominally they were assigned to the different organizations in the regiment, but while their officers were busy equipping them and straightening out their records, for the sake of convenience the men were all kept together in a single barrack down in the P section until enough were assigned to make it worth while to move them and separate them according to batteries.

Meanwhile our regimental headquarters had shifted from J-1 and was now located in J-45 on 3rd Avenue. There, in a large room on the ground floor, a space was fenced off for the office of the Commanding Officer, the Adjutant and their clerks. In another corner the Surgeon, Lieutenant (afterwards Major) Horton, had his infirmary, and those men who had physical ailments filed in at sick call in the morning and crowded the room. Diagonally opposite were the offices of the Headquarters and Supply Companies and the desk of the regimental Exchange Officer. Over by a window was stored a pile of brooms, picks and shovels—the only weapons as yet available—and hard by the infirmary was the post office where huge piles of wrongly addressed mail were fast accumulating. In the center of the room, in the midst of all the hubbub and confusion, the Headquarters Company tailor maintained a pressing establishment.

Up stairs lived the enlisted men of the Headquarters and

Supply Companies, while in the building on either side the orderly rooms and sleeping quarters of the six batteries were established. The 305th and 306th regiments, as well as some hundreds of civilian workmen, were all about us and in our midst. For several weeks we stumbled over each other in our attempts to keep out of the ditches and holes, and made ineffectual efforts to create an atmosphere of order and efficiency in our section of the camp, while the infantry, over in the older P-section, with finished buildings and level ground, began to get their drill fields in order.



When New Recruits Arrived

CHAPTER II

LIFE AT CAMP UPTON

Colonel Kelly departed for a three months' course at Fort Sill on September 27th, and Major Sparks assumed command of the regiment. It was under his direction that the work really began. A new lot of recruits arrived early in October, and they were all presently doing squads right and squads left in whatever place could be found among the piles of lumber. Much more than this it was not possible to give them for there was no material at hand with which to work.



On paper, we were armed with three-inch guns and equipped with a full complement of horses; but in reality there was just one old gun—a cast-off from some National Guard regiment—and no horses.

One thing we did have, long before any other regiment had thought



They Used to Make Hideous Noises

of such a thing, and that was a band. Colonel Kelly had been keen on this from the very start. As soon as he found that we had been assigned an ex-army bandsman, Andrew Dolphini, he set him to work rounding up musicians, and within two weeks after the first draft men arrived, there was a band of about ten pieces, including a bass drum which proudly bore the legend "304th F. A. Band." They used to make hideous noises as they practiced in the barracks, for some of the candidates with whom Dolphini had to labor were musicians made, not born; but when they



The Officers House



General View



Typical Street

Camp Upton - Yaphank, L.I.

came outside and gave little concerts, and when, "The Star Spangled Banner" mastered, they began to play for retreat, crowds used to gather to listen, and they would say one to another, "What manner of regiment is this, which already boasts a band?"

When new recruits arrived, our band would be ordered to meet them at the station and serenade them with martial music as their train pulled in. It put new courage into many a frightened rookie to fall in line and march behind a band. On Sunday afternoons, when the camp was overrun with fond relatives from New York, "J-45" was always a center of attraction, with the musicians ranged in front of the stoop, and a mixed crowd of soldiers and civilians gathered about to enjoy the music. On more than one occasion, when there were distinguished guests at divisional headquarters, General Bell sent for the 304th F. A. Band to entertain them. Once, when the Canadian government wanted some American troops in a

vast parade to boost bond sales and recruiting, the infantry which was to represent the National Army marched to the music of Mr. Dolphini and his band.

One day in October an order came through for a sweeping transfer of some five hundred men from Camp Upton to Camp Gordon, at Atlanta, Georgia. Our regiment contributed its quota, perhaps fifteen from each battery, and one of our officers, Lieutenant Amy, of Battery A, was put in charge of the movement. A motley array of rookies assembled in front of the barracks and, with their blue bags over their shoulders, marched off to the railroad station. This was the first experience of the kind we had, and no one was much disturbed by it, but as time went on such transfers became very frequent and withal very annoying. The authorities did not again frame their orders so that organization commanders could send whom they would. They would call for so many mechanics, so many saddlers, so many gas engine men to be sent to a certain place, never stopping to inquire whether the regiment furnishing the men could afford to send them. It became very discourag-



On Sunday Afternoons

ing to those who were in charge of the instruction; for as soon as a few men were beginning to show promise in any given line of work, half of them would be transferred. There never was a time through all those months when we were sure of our personnel.

Among the men, transfers came to be a standing joke. Sometimes at an entertainment in the Y. M. C. A., an announcement would be made from the platform that "the following men will report at once to their orderly rooms." Always there was a shout of laughter, and cries went up of "Blue bag!" "Good-by, Billy!" "See you in France!" Many a man went A. W. O. L. (absent without leave) because he was transferred to some distant point without a chance to say good-by to his family in New York.

While the battery commanders were searching through their files of qualification cards to find men who had had experience with horses, so that the animals when they arrived might be put in good hands, a new transformation took place.

The 304th was changed from a regiment of horse-drawn three-inch guns to one of "four-point-sevens" (i. e., 4.7-inch caliber), to be drawn by tractors. This threw consternation into many of the officers, for a large number of them had served in the cavalry on the Mexican border, and they had elected to serve with the artillery in this cavalryless army because they wanted to be with horses. And now we were to have tractors! Boots and spurs became an anomaly, and many caustic remarks were passed to the effect that the natty little riding crops which the officers had had made should be exchanged for monkey wrenches. Moreover, the change to a heavier gun meant a complete reorganization of the regiment. Instead of two battalions we were to have three, of two batteries each. Stable sergeants must give place to motor experts, the size of the gun crews must be increased, classes for instruction in gas engines must be instituted, and a selected

number of officers and men must be sent away to the motor and tractor school at Peoria, Illinois.

Instead of one gun for drilling the cannoneers, we now had none. Neither were there any of the fire control instruments so necessary in adjusting the range and deflection of a gun, nor any battery commanders' telescopes or field telephones for training the special details of men who were to work with the battery commanders in the field. An automobile engine was set up in an empty room for



Learning Obedience

the motorists to study, and a number of dummy instruments, designed by Captain Kempner, were constructed to give a touch of reality to some of the special work, but in all the training the imagination played a large part. Everything had to be simulated. It was like little boys playing they were soldiers. Not until February, when we were almost ready to start over seas, did two four-point-sevens arrive and a few of the instruments necessary to artillery work.

What were the men learning, then? Many things. They learned obedience, that first great requisite of a soldier. For some the lesson came pretty hard. These were boys who were accustomed to having their own way and suiting their own convenience, like the good New Yorkers they were. For a man to be obliged to do certain things whether he liked it or not, just because some one told him to, was absolutely new to many a member of our own and of every other regiment. Battery

punishments and summary courts-martial were frequent. A few offenses occurred which called for more serious treatment, but happily not many. Considering the way in which the draft, like a great fish net, scooped down and brought up every conceivable species of men from Greater New York—deacons and gunmen, bankers and prize fighters, lawyers and crooks—it is remarkable how free our regiment has always been from vicious and unruly men.

Besides obedience, the soldiers were learning cleanliness. That, too, was for some a hard lesson. Men who had been in the habit of never changing their clothes from one end of winter to the other found themselves compelled, by good husky sergeants, to bathe regularly and change their clothes frequently, and to keep themselves clean-shaven and neat in appearance.

A far more difficult lesson was team work. The New



Compelled to Bathe Regularly

Yorker likes company, but ordinarily he lives unto himself and works for his own interest. The idea of throwing his energies in with those of other men whom he knows little and cares less about, and getting behind a job which will not par-



Major Devereux

ticularly benefit him personally, is about the hardest thing in the world to teach him. That was the battery commanders' biggest problem from the very start. The lack of team work showed itself in everything from digging stumps to learning regimental songs, from scrubbing floors to putting out the infirmary fire.

This fire was one of the great events of our life at Camp Upton. It was just about noon, and the officers were all sitting in their mess hall, when suddenly a messenger ran in breathless and spoke a hasty word to Major Sanders, the Fire Marshal.

"Everybody out," cried the Major, as he dashed for the door.

No one knew just what was up until we got outside and saw the smoke pouring out from every window in the infirmary. There were no patients there, of course: the infirmary is simply the surgeons' office and the sleeping quarters of the Medical Detachment. So there was no danger, but there was excitement a-plenty. Battery D, the regimental Fire Company, got a bucket line established, and succeeded in splashing considerable water on the ground and on the side of the building away

from the fire. They also brought out a couple of reels of hose with which they squirted water all over each other and all over the rapidly assembling crowds, and particularly all over Major Sanders, who, with his drenched sheepskin coat, came out of the door looking like a drowned rat. But, after carrying the mattresses carefully down stairs and throwing the medicine bottles out of the windows, they got the fire out, and within a few days the building was restored to its normal beauty.

December brought us our first quota of men from outside New York City. They came from "Up State," mostly from the neighborhoods of Olean and Buffalo. When they first arrived, these "Hicks" furnished considerable amusement to the city boys. Undoubtedly they were a different breed; and yet



Putting Out the Infirmary Fire

they added a certain element of wholesomeness that soon won for them a real place in the hearts of the whole regiment. Many of them were accustomed to out-door life, and they infused a healthy attitude toward cold winds and snowstorms which put to shame some of the city boys who had been brought up to dread any kind of exposure. Once the regiment got to the front, all the men alike braved the discomforts and endured the hardships, but it must be confessed that during the winter at Camp Upton there was some who resorted to attendance on "sick call," with a hope of being marked "quarters," whenever the weather was particularly bad—which, be it said, was most of the time.

One reason for this softness was undoubtedly the nearness of home, and the constant recurrence of week-end passes to the city. Many of the men lived from day to day with just one thought in their minds: "Will I get a pass this week?" The first sergeants, one of whose multifarious duties was arranging the rosters for these passes, were driven to distraction by the piteous appeals for special privileges in going to New York. No office boy ever found so many sick fathers and dying grandmothers as were produced by some of the soldiers. They supported their claims by urgent telegrams from home, of which an enormous quantity arrived regularly on Friday evening. On Saturday mornings the orderly rooms were besieged by men who had been disappointed when the passes were given out, each armed with a tale of dire necessity which demanded his immediate presence at a wedding or a funeral or a baptism, or at the settling of an estate. The result was that, not only were the men's minds constantly lured aside from their military duties, but their physiques, which should have been toughening under the rigors of camp life, were all too frequently subjected to a let-down by a week-end in the city, and their health further endangered by the long, cold journey back to Camp Upton.



Pushed and Jammed to Suffocation

Those Long Island trains! The railroad, a single-track, one-horse affair, was hard put to it to maintain the usual daily traffic of freight and passenger trains to and from the camp, and when the week-end rush set in the system was simply swamped. The trains going to New York were bad enough on Saturday morning; but when it came to the return trip on Sunday evening they were impossible. From the Pennsylvania station to Jamaica it was all right: electric trains brought the troops through the tunnel in good time. But after the men had crowded onto the platform of the Jamaica station to change for a Camp Upton train, they would be compelled to wait for hours, sometimes, before any provision was made to take them the remainder of the journey. There were no adequate waiting rooms, and the platforms were elevated above the street, so that the wind swept across as if it would like to blow

everybody away. And finally, when a train pulled up and the waiting soldiers pushed in and jammed it to overflowing, they would often find themselves in steel cars with concrete floors, lighted only by an occasional flickering kerosene lantern, and absolutely without heating arrangements. In these death-traps the journey would continue. Sometimes the engines took the trains, rocking and plunging at a terrific speed, clear through to Camp Upton; but more often they got tired about half-way and stopped, panting and coughing.

"What's the matter now?" some one would ask a train-man.

"Can't get up enough steam," would be the reply. "Engineer says the coal is no good."

Or perhaps the locomotive would be broken down. "We've got to wait here until another engine can be brought up." And then the soldiers would have the pleasure of sitting on a siding and seeing their comrades, who had been assigned to later trains, glide past from behind, jeering as they went.

It was a bitter cold winter, and sickness, encouraged by such conditions as these, became frequent. There was a great deal of ice and snow, which rendered out-door drilling impossible. Then the officers would have to invent new devices for keeping the men busy. Lectures on all sorts of abstruse subjects connected with artillery, in-door calisthenics, and even boxing and games were resorted to. It was difficult work, without any kind of apparatus, to keep the men interested. No wonder they wanted to go home!

One valuable thing was accomplished during that winter, and that was the teaching of English to men of foreign birth. There were thousands of foreigners in Camp Upton, many of whom could speak little or no English when they arrived. The 304th and, indeed, all the artillery regiments, had perhaps fewer than some of the other organizations, but there were enough to make it worth while to establish schools. For those

men whose commanding officers decided that their ignorance of the language interfered with the proper performance of their military duties, the classes were made compulsory. That was Major Sparks's ruling, and it set a standard for the whole camp. There were experienced school teachers in the regiment, notably Private (afterwards Corporal) Eugene Brown, of Battery E, who became under the Chaplain's direction supervisor of the educational work, and Corporal (afterwards sergeant) Hunt, of Battery A. These men and others, of perhaps less experience but of equal desire to help, took hold of the classes and accomplished remarkable results in overcoming the difficulties, and especially the diffidence, of shy but eager Italians, Greeks, and Russian Jews.

In this educational work, the coöperation of the Y. M. C. A. was of infinite help. That organization held a place in the life of Camp Upton the importance of which it would be hard to overestimate. In their various huts and in their big auditorium they had something worth while going on every night, be it a concert, a boxing bout, a lecture, a vaudeville performance, a movie show, or a religious service. Our own regiment was extremely fortunate in having the closest kind of association with the directors of the work, for not only did two of the secretaries from the building in our immediate neighborhood eat at our officers' mess, but all the personnel of the headquarters office as well. A splendid lot of men they were. Mr. Hainer (afterwards Chaplain Hainer of the 502nd Engineers), director of the Artillery Hut, and Mr. Hedrick, his associate, were, to all intents and purposes, members of the regiment, and their building was in constant use by our men. There they wrote their letters; there they met their friends; there they entertained their visitors on Sundays; there they enjoyed themselves of an evening when there was nothing going on in their own barracks; and there they went to church. Always there was a Protestant service conducted by the artillery chap-

lains on Sunday morning, and a general gathering of men of all faiths in the evening; and, until the Knights of Columbus had their huts finished, the Catholic chaplains used the "Y" huts for their masses. The Y. M. C. A. at Camp Upton was a remarkably fine institution, without which the life of the soldiers when off duty would have been barren indeed. It is only right to add that this was due largely to the fine leadership of the Camp General Secretary, Mr. William F. Hirsch, of Brooklyn.

It cannot be too often emphasized that one of this regiment's greatest assets has always been the get-together spirit of its officers. Many of them had worked together at Plattsburg, but their real fellowship did not begin until they came to Camp Upton. The first group, quartered in the old "J-21," made a good start, and as other officers joined them, first in the "J Section" and later in the snug little officers' barracks which were finally occupied on Fourth Avenue, the spirit continued to grow. Most important of all was the Officers' Mess. This was a regimental affair. All the officers sat down in the same dining-hall for every meal. The place was agreeably de-
 mess itself, managed by Lieutenant MacDougall, was excellent. When Colonel Kelly returned from Fort rated by some of the men, and the Sill, about the first of January, a formal dinner was held in his honor, with songs by the officers and music by the band. The colonel was delighted, and he promptly suggested that we organize the mess and make a club of it. This was done,



Digging Stumps



Glee Club Composed of Captain Doyle, Captain Lyman, Lieutenant Smith and the Chaplain

and from then on it became more and more of an institution that made for good fellowship and coöperation.

Singing always played an important rôle in the life of the officers. A glee club, composed usually of Captain Doyle (ever a leader in such matters), Captain Garrett, Captain Lyman, Lieutenant Roger Smith and the Chaplain, was in frequent demand. Urged on by their success, some of the others formed what they called the Anti-Glee Club, which soon became famous for the originality of its songs. After the war was over, these two organizations, each bereft of some of its best singers, merged into one chorus, in which everybody joined, but at Camp Upton the Anti-Glee Club, jealous of the fact that it boasted no singers who could carry any part but the air, never allowed any member of the Glee Club to participate in its functions. But aside from these two groups there was a great deal of general singing in which all the officers joined. Colonel Kelly's chiefest joy used to be to invite some distinguished guest to dinner, and then, when the repast was over, to call for song.

The men, too, did considerable singing, although it was difficult for some of them to get to see the fun in mass singing. Nevertheless, music featured largely in all their entertainments, of which there were a great many. Each battery at some time put on a show in its own mess-hall. Usually outside talent was called in to round out the program, for there were a good many professional comedians and singers in the camp, and the amateurs were a little backward about volunteering. Battery E, indeed, for some time had "battery night" every week just for its own men, but not until we got to Camp de Souge, where there were few outsiders to depend on, did we begin to realize how much talent we had in the regiment.

Encouraged by the success of these purely local shows, our men undertook to get up a regimental show on a bigger scale. The two other artillery regiments were invited to join us at the big "Y" auditorium, each of our batteries having as its guests the men from the corresponding batteries in the 305th and 306th. The division commander, General Johnson, as well as all the brigade commanders in the camp, were the guests of Colonel Kelly. Several ladies, professional stage people whom Mrs. Rachael Frohman Davison had offered to bring out to entertain the regiment, came with Mrs. Davison to dinner, and the whole affair was worked up with considerable care.

After a short musical program by the band, and by a regimental glee club of twenty voices which had been trained by the Chaplain, Mrs. Davison's friends entertained with dances and songs and recitations. The *pièce de résistance*, however, was a one-act farce entitled "The Lure of Pills, or the Camouflage of the Sick Call." From the moment the curtain went up, disclosing the Medical Detachment clerk asleep in the infirmary office, until the final chorus, in which the entire cast sang "The Sick Call never will sound again," the audience was convulsed. The hit of the evening was McManus, of Battery B, who had already become famous throughout the camp as

a comedian. But what really made the thing a success was the less showy but very steady and faithful work of Sergeant Carlson, of Battery F, and Sergeant Pons and Private (afterward Sergeant) Grandin, of Battery D, whose parts formed the backbone of the play.

After the show the officers and their guests returned to the mess-hall for a dance, and the men entertained their fellow-artillerymen with suppers in their own barracks. The whole evening was a fitting climax to the season's entertainments.

More important in its permanent results was the grand review of the 152nd Artillery Brigade, held in March in the old 69th Regiment Armory, New York. As a military spectacle it was not very imposing, perhaps, for there was barely room for one regiment in the armory at a time. It was necessary for each in turn to enter by the narrow door, get its formation and alignment as perfect as possible in a march half-way round the hall, and then pass in review before the brigade commander, General Rees, and make its exit before the next regiment could enter. We had at the time a great many new recruits, and the marching was a bit ragged. But the affair gave the men a new feeling, for they were showing off their own brigade to their specially invited guests.

After the review the friends of the regiments got together and formed the three Regimental Associations, which were to mean so much to the men all through their service in France. By their gifts to the soldiers, by serving as a medium of communication between the men and their families during the long months of separation, by their monthly mass meetings, where relatives and friends of men at the front had an opportunity to learn what their boys were doing as well as to get to know each other, the 304th F. A. Association was to fill a place of inestimable importance in the life of the regiment. This organization had its beginning the night of the review.

The business meeting over, most of the men stayed to dance

with their friends to the music of the three regimental bands, and no one returned to camp until the following day.

Our stay in Camp Upton was now drawing to a close. Evidences of this were becoming apparent. Full equipment was being issued to the troops, and what seemed like a final sifting process of the physically and otherwise unfit was being undertaken. Rumors of present departure for France were creating an atmosphere of suppressed excitement. When Governor Whitman came to visit the camp and a review of the entire division was held in his honor, it seemed as though the time must be coming when we should have to say good-by to our friends and start on the great adventure over seas.

When preparations for departure were at their height, on April first, a new officer came to take command of the regiment. Colonel Raymond W. Briggs, a regular army artillery officer, who as a major had gone to France with General Pershing the previous summer, and had spent seven months there on staff duty, came from Camp Meade, with an order assigning him to the 304th F. A. At first we were disappointed. Colonel Kelly was very popular and had done wonders in building up an *esprit de corps*, and we knew that he wanted to take the regiment to France as much as we wanted to have him. But the new commanding officer quickly made his kindly, but eager and aggressive, spirit felt, and we began to realize that the regiment was extremely fortunate in having gained a new leader of rare charm and capability, without losing the old one. With both Colonel Briggs and Lieutenant-Colonel Kelly, we were splendidly equipped for active service.

When everything was ready, almost to the passenger lists for the transport, and we were expecting orders to move any day, a sudden change of plans on the part of the War Department upset all our calculations, and the morale of the regiment, now keyed up to concert pitch, was all but broken. Without a word of warning, an order came down from divi-

sion headquarters that the artillery brigade was to transfer, at once, five hundred men to the infantry. That could only mean one thing: the infantry was going without us! Moreover, there were not five hundred men we were willing to part with, nor one hundred, for that matter, nor fifty. Yet it was not a question of willingness. The transfer was made. All day long and late into the night, sorrowful men were shouldering blue bags and, waving farewell to their comrades, trudging off to become doughboys. The next night the two infantry brigades of the 77th Division left Camp Upton, and we saw them no more until we met them on the front lines in French Lorraine.

Those were trying days for the regiment. Reduced in numbers far below its authorized strength, baffled in its carefully fostered desire to get over seas, discouraged by its separation from the division, disheartened by the loss of a great many of its good soldiers, the 304th faced one of its most critical periods.

But Colonel Briggs was not the man to waste any time in feeling sorry. Far from relaxing his efforts, he put every ounce of his vigorous enthusiasm into the seemingly futile work of perfecting the efficiency of the organization. He took a personal interest in every battery and company; he supervised the drills; he called the officers together for conferences, and infused into them some of his own zeal; he made a flying trip to Washington (no one ever knew just what for, except that it was in the interest of his own regiment and the 152nd Brigade); he spent hours in conference with the other regimental commanders and with General Rees. He said nothing about what was brewing, but we knew that he was not working altogether in the dark.

Then one day there came an order calling on two new regiments of engineers, which had just come to Camp Upton, for five hundred men for the artillery. In a trice Colonel

Briggs got hold of Colonel Doyle and Colonel Miller, of the 305th and 306th regiments, and insisted that, instead of letting the engineers send whom they would, the three commanding officers should personally select their replacements. He went himself to the engineers' barracks and, after looking over the men's service records and qualification cards, picked out those that he thought would make good artillerymen. Part of them were farmers and part were railroad men, and they hailed from Iowa and Minnesota. As soon as these recruits joined us, the Colonel had them put through a course of sprouts which in an amazingly short time enabled them to take their places with the rest in a military formation. Once more the regiment was practically at its full strength and ready for business!

A final and impressive ceremony marked the last week in Camp Upton. The troops were marched out to the great drill field beyond the west end of the camp. There, with the regiment drawn up on parade, E Battery, selected for the honor of being the escort for the colors, marched up and received the regimental standards at the hands of General Rees. Then the regiment formed on three sides of a hollow square, facing an altar which had been built of drums. When the colors had been set up by the altar, Mgr. Lavelle, representing Cardinal Farley of the Roman Catholic Diocese of New York, Bishop Greer and Bishop Burch, of the Protestant Episcopal Church, and Rabbi Blechmann, director of the Jewish work in the camp, all in their official robes, were escorted by the regimental Chaplain to their place in front. Colonel Briggs made a very brief address to his men in which he urged upon them the necessity of dependence upon God, and congratulated them on the unity of spirit which enabled Protestant and Catholic, Jew and Gentile, to work as comrades in a great cause. After Chaplain Howard had read a Psalm, Rabbi Blechmann, Bishop Greer and Mgr. Lavelle each in turn offered a prayer dedicating

the colors to the work of the Kingdom of God and consecrating the men of the regiment to His service. It was a singularly beautiful and impressive ceremony, and after it the men marched in review past the camp commander with heads held high and steps that were steady with purpose.

That was on Thursday, April 18th. On Saturday, all week-end passes were canceled, and, save for a few individuals who were given special permission to go to New York, no one was allowed to leave camp. Then we knew that our time had come. Our departure for the battle fields of France was only a matter of hours.

CHAPTER III

THE VOYAGE TO FRANCE

Sunday, April 21st, was a never-to-be-forgotten day. Every one had been up most of the night, for there were a thousand things to be done. Morning came in a downpour of rain which never let up for a single moment during the entire day.

What a dreary spectacle the barracks presented! Everything movable had been packed, and the hallways were piled high with barrack bags and wooden boxes. The dormitories were stripped of everything except the iron cots and the inevitable collection of *débris* which always accompanies moving. Details of men were busy with brooms. Others, armed with paint pots and brushes, were marking the baggage with black letters and with a crude reproduction in red of the Statue of Liberty, which had been chosen as the divisional emblem. The clerks in the orderly rooms were swamped beneath piles of typewritten sheets from which they must decipher and make innumerable copies of the sailing lists of men and freight. Guards were posted, and no one was allowed to leave the barracks without special permission.

About noon arrived the first of an army of relatives. They had got wind of the departure of the regiments, and swarmed down to the camp. Splashing through pools and wallowing in



mud that was ankle-deep, they stormed the barracks where their boys were quartered, and then sat in the mess-halls with their soldier friends in pairs and groups the livelong day. Some made brave attempts at hilarity, and, producing sandwiches and cakes they had brought from home, made of the occasion a sort of holiday picnic. Others, especially among the families of the foreign-born, gave way unrestrainedly to their grief and wept frankly on the shoulders of the sons and sweet-hearts to whom they had come to say farewell.

The office of the regimental headquarters was the scene of a great bustle of preparation. Captain Sullivan, the Adjutant, brisk and business-like, was the center of a continuous whirl-pool of messengers, clerks, battery commanders, distraught relatives and telephone calls. Colonel Briggs, in his inner sanctum, was all on edge with the pressure and tension of last-minute perplexities; and yet he seemed to have time for everybody and everything that needed him.



Sat in the Mess Hall in Pairs and Groups

One little incident occurred which was characteristic both of the day and of the Colonel. About four in the afternoon a soldier entered headquarters escorting a frail little woman whose bedraggled appearance told of her having been floundering about in the mud and wet of the camp.

"This lady is looking for her husband," he said. "She says he's in the 304th, so I brought her here."

It seemed that she had come to Camp Upton that day for the first time, expecting to be met by her husband at the station. He, as it chanced, had been detained on important business by his battery commander and had been unable to go to the train, with the result that his wife, utterly unfamiliar with the camp, had been tramping around in the drenching rain from place to place trying to locate him. She was standing in the sergeant-major's office when Colonel Briggs, passing through, noticed her.

"Is there anything I can do for you?" he asked.

She told him her story. Evidently she was on the verge of tears.

"You wait here," said the Colonel, "and we'll see what can be done. Sergeant-major, get a chair, will you? Or, better still—Chaplain!" he called.

"Yes, sir?"

"Don't you want to let this little lady sit in your office for a while? I think she will be more comfortable there. And I wish you would go over to Battery — and tell the Captain that Mrs. So-and-So is here, and that just as soon as he can be spared I want her husband to come over. Her train goes at five-thirty, and they can have until five o'clock to visit. You might just let them have your office. It's a little more private than this."

As evening drew on there were many tearful farewells, and many brave good-bys. By eight o'clock the last visitor had taken his leave and the men were left to their own de-

vices. Some of them tried to sleep, but, as may be imagined, there was little rest to be had, and the night wore on gloomily enough. The rain, however, which had continued to pour in torrents all the evening, began to abate, and by midnight it had ceased altogether.

About 2:30 A. M. on April 22nd the first sergeants' whistles sounded in the barracks, and the men, shouldering their heavy packs and rifles, fell in for the march to the station.

"The entire regiment [writes one man in his diary] marched down Camp Upton's Fifth Avenue, across Eighth Street, and past all the old familiar scenes on the way down to the station where we had so often happily left for a week-end in the city. There was little or no confusion at the depot, and soon we were all entrained. . . . It was a relief to be seated, as the packs were extremely heavy and the air murky, and we had not had much sleep of late.

"It was hard to realize that we were bound for France, and not on our way to New York on pass. Hicksville, Farmingdale and finally Jamaica brought back memories of Saturdays that now belonged to the past. On each railway platform from Jamaica in were clustered groups of commuters waiting for their morning trains. . . .

"We finally reached Long Island City at 8:30, the place I left as a rookie four long, hard months before. We were hustled on a ferry and soon were swinging out into the East River. It was a beautiful April morning, with a slight haze obscuring Manhattan. The sun broke through, however, and it was an ideal day to have a farewell trip around the harbor."

As we passed under Brooklyn Bridge, some teamsters, driving their wagons high overhead, looked down and, seeing the boat crowded with troops, waved their hats and cheered lustily. It was the first real send-off we had had, and many a man felt a lump rise in his throat as he realized, perhaps for the first time, that we were actually off for the front, and that back



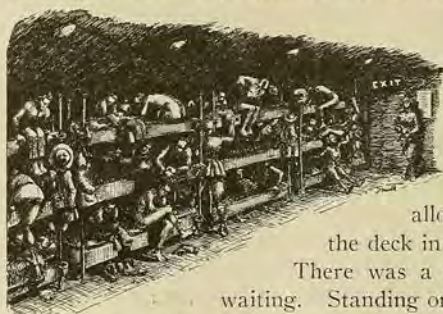
Swinging Out into the East River

of us were all the good will and high hopes of the people of America.

Further cheering greeted us as, swinging around the lower end of Manhattan, we met boatload after boatload of Jersey commuters on their way to the city. There was no mistaking who or what we were, and as we cut across the North River and made straight for the great army transport docks in Hoboken it seemed absurd to think of all the elaborate precautions of secrecy with which our departure was being guarded.

Steaming toward the docks we saw many transports lying there; but towering above them all loomed the huge *Leviathan*. Could it be that this monster of the sea, wrested from the Germans themselves, was to be the ship to carry us to France? It seemed too good to be true; and yet, as soon as we had debarked, we were marched past all the other vessels and lined up on the pier alongside which stood the giant steamship of the world.

After a tedious wait which seemed many hours, we filed, one by one, up the gang-plank and proceeded to our quarters—the officers to staterooms which had already been assigned, and the men down into the bowels of the ship. Those bunks! Crowded together in unbelievable compactness, the floors about them unswept and untidy, the air stifling, the narrow passages a very labyrinth of complexity, those tiers of bunks appeared to the men the last word in discomfort. Yet a few hours' work with brooms and mops did away with the dirt, and, once the ship was in motion, the ventilation was vastly improved. Most of our men were quartered away forward, and Colonel Briggs, realizing the conditions which existed below,



Those Bunks!

entire voyage, they spent most of their time in the open air. A few men were in the very stern of the ship, and they, too, were

allowed the freedom of the deck in their vicinity.

There was a day and a half of waiting. Standing on the decks we could look across the river and see New York.



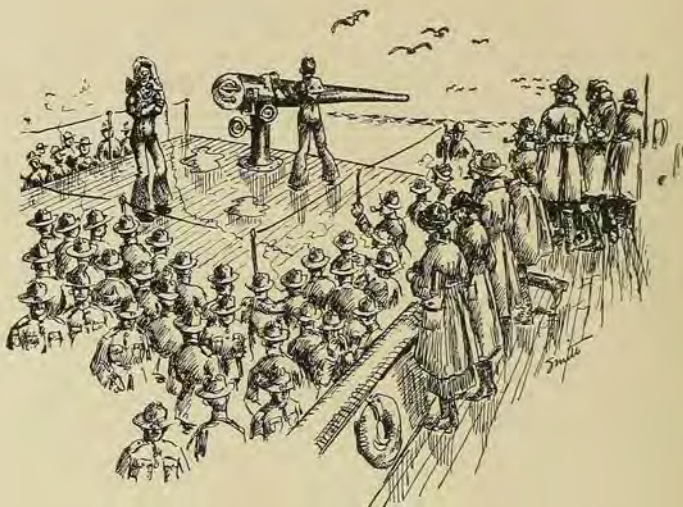
TOWERING ABOVE THEM ALL THE HUGE "LEVIATHAN"

It was tantalizing to have the city in full view, within such easy telephoning distance, within only a few minutes' ride on a ferry boat. But no one was allowed to leave the ship, and, of course, in the post cards we were permitted to send, no mention whatever could be made of our whereabouts or of the name of the transport.

On Wednesday morning, April 24th, with a movement so smooth that one could hardly tell the ship was in motion, the *Leviathan* glided out into the river and, turning her nose seaward, started on her course. Let one of the guards tell the story of the departure as he experienced it:

"I certainly was fortunate to-day. I have been placed on a permanent guard detail for the entire voyage, and my post is at one of the doorways leading to the deck. As luck would have it I came on at 6 A. M., just as we were leaving the pier and swinging out into the river. The decks were cleared of every one but sailors. With a heart too full for expression I got what may be my last look at the town which is home to me. It was a glorious morning, clear as crystal, and Battery Park looked unusually attractive as we glided by. At once I was carried back to last summer and those frequent trips to Coney Island. How I used to try and place myself in the position of one leaving for France and the battle fields! And now at last I too am on my way to the Great Land Beyond. . . . I must admit my heart sank a trifle when I thought of all I'll have to suffer before next I set foot in New York. But surely it is worth any sacrifice. Far better to travel three thousand miles to fight the Hun than to some day have him pounding at our gates. . . . New York and all that lies behind, you are indeed worth fighting for, and I'll gladly make any sacrifice, even the supreme one, in order that you may always enjoy your present peace and prosperity."

Once out of the harbor, we might come on deck. Speculations were rife as to our destination. Some one suggested Brest.



A Gun Crew Was Constantly on Duty

"There's not a port in France big enough for this ship," said the sailors when we asked them. "So far every trip has been to Liverpool."

We noticed that, instead of heading eastward along the ordinary lane of ocean travel, the ship was edging off toward the south. Presently she swung about and made for the northeast, and after an hour or two southeast. This zig-zag course was pursued during the entire voyage, and it was impossible to gain a hint from the direction of our progress as to what part of the coast of Europe we might be headed for.

We were astonished to find no convoy of warships awaiting us outside Sandy Hook.

"The *Leviathan* doesn't need any convoy," said the sailors. "She's too fast to begin with, and besides, look at those guns!"

Four huge six-inch rifles were mounted on specially built gundecks forward, and four more aft. A gun crew was constantly on duty on each deck, the gunner in every case wearing at all times a telephone receiver strapped to his head. What with these guards, and with the watch that was constantly maintained from the bridge, the crows' nests, and from various points along the upper decks, a submarine would have had to be wary to get within striking distance. Moreover, we were informed by the naval officers that, owing to the enormous size and the perfect construction of the vessel, two or three torpedoes would be necessary in order to cause real danger of sinking. The consequence was that, although the great ship plowed her way through the waters alone, every one felt as secure as if crossing the North River on a ferryboat.

Nevertheless, the most minute precautions were taken to avoid trouble. First of all, every flash-light, every box of matches, and every cigarette lighter was required to be turned in. Any one who wanted to smoke could borrow a light from one of the sailors. Immediately after sundown the decks were cleared and the doors and port holes closed, so that no light could escape. At an early hour in the evening the lights in the staterooms and cabins, as well as in the men's quarters below decks, were extinguished, and the only illumination was the ghastly and feeble light emitted by a few small incandescent globes of blue glass.

Every afternoon "abandon ship" drill was held. At a certain hour the shrill twe-e-e-et of the boatswain's whistle would be heard in every corridor and corner of the transport, and a voice would call out in stentorian tones, "All—hands—abandon—ship!" With that, every one would don his life belt and come on deck. Each officer and man had a certain definite place to be, convenient either to a life boat or a raft. The troops (there were more than ten thousand on board) were assembled by batteries and companies under the direction of

their officers and marched to their proper places. Each section of the ship was controlled by a naval officer. They alone wore side arms: no one else, for obvious reasons, was allowed to carry a pistol. No attempt was ever made to lower the boats. The whole object of the drill was to accustom the soldiers to getting as quickly and as quietly as possible to the places assigned to them. The first day, the drill was a riot of confusion; but by the time we reached the real danger zone the assembly was made in remarkably quick time and in good order.

Besides our own regiment, there were on board the Headquarters Detachment of our 152nd Brigade, the 306th F. A., the 11th Infantry, about a hundred Red Cross nurses, and a great many casual troops. The infantry regiment, having been



"All Hands Abandon Ship"

an old Regular Army regiment, had what used to be the traditional contempt for any troops of a different branch of the service from their own. This attitude, mingled with an all too apparent scorn for the "damned drafted men," made at first for no little unpleasant feeling. Even the officers, many of whom were in the Reserve Corps and, like our own, recent graduates of training camps, appeared to delight in a certain discourtesy to the officers of the artillery which for a time was hard to overcome. But the feeling wore off as the voyage continued, and both officers and men learned to have a little more respect for the red hat cords and boots and spurs. Perhaps they found that it made little difference to us whether they liked us or not. At any rate they had to listen on more than one occasion to our men on their forward deck, or to the officers outside the saloon after supper, singing,

"We don't give a damn
For any old man
Who is not in the artillery!"

Major Sanders was permanent field officer of the day, and his days and nights were spent in a ceaseless perambulating all over the ship. He had guards everywhere, from the topmost decks to the bilge keel, and from stem to stern. There were many places to which soldiers were not allowed access, and it required constant vigilance to keep men and officers where they belonged. After dark no one was permitted so much as to poke his nose outside, and at ten o'clock every officer was supposed to be in his stateroom. If he were found in the corridor, an explanation "in writing by endorsement hereon" was required, and if the explanation were not satisfactory disciplinary action was in order. Inasmuch as no lights were permitted in the staterooms, there was nothing to do but go to bed.

The men, ordered below decks at dark, had no very palatial places to spend their evenings. They used to congregate on the

lattice-work floors in the hatchways, and while away the time singing, joking, dancing to the music of mouth-organs, and trying as best they could to forget the discomforts of their surroundings.

Of entertainment there was little. The ship boasted a moving picture machine, which was used every night in the mess hall; but there were so many thousand troops on board, and the difficulties of getting from one place to another were so great, especially after the water-tight doors were closed between compartments at night, that our men never had but one chance to go to a show, and few of them succeeded in getting there even then. But the band used to play on deck, and sometimes the men would gather round and sing. Ours was the only regiment on board that did sing, and a crowd was sure to collect on the upper decks whenever the music started. On our one Sunday afternoon on board both Colonel Briggs and Colonel Kelly were to be seen, each perched on a capstan, right in amongst the throng of men as they sang "Hail, hail, the gang's all here," "In the Artillery," and "Over hill, over dale." It was a sight worth remembering.

So great was the crowd on the ship that it was found to be impossible to feed the men more than twice a day. With those two meals, the mess hall was busy from morning till night. The food, however, was excellent, and no complaints were heard. Getting as little exercise as they did, the men found two meals quite sufficient, and were it not for the long waits as the lines filed into the mess hall they would have been quite content with the arrangement.

What little exercise they got was in the form of calisthenics. Every morning each organization marched up to the long promenade decks, and there the men, peeling off their blouses, were put through a short, snappy physical drill. Once or twice there were some boxing bouts. Each day, in connection with the exercise, there was a physical inspection conducted by the



LEAVING NEW YORK HARBOR

surgeons, to guard against any possible infectious disease. A few of the men were taken sick on the voyage, but we were fortunate in not having any serious trouble with illness.

On the whole, the men seemed to enjoy the voyage. One of them wrote at the time, "Really the spirit of the fellows is surprising. Of course it is the first trip the majority of the men have ever had, and they are taking it in the nature of an outing." This held true even in the danger zone as we approached the European coast. "It was difficult to realize [the same writer says] that we were at last in that much famed war zone, that at any moment we might be struck by a submarine. Every one was perfectly calm, and there wasn't the slightest excitement, only the intensest interest in the doings of the destroyers."

For, on the seventh day, we had come on deck to find four destroyers coursing about the ship, two on each side. They would shoot ahead, and then hang back; then one would cross over and join the two on the other side, and presently rush around behind and catch up to its old place again. This was really the first thing we had had to look at during the entire trip, and the little war vessels furnished a diversion that was rather a relief, for the days were becoming tiresome.

We knew that we could not be far now from our port, and again men began to speculate as to our probable destination. On the evening of the seventh day, a group of them were standing on the deck, getting a last breath of fresh air. Suddenly they noticed that from above the bridge, signals were being flashed to the destroyers. They could not see the tiny ray of light which leaped out toward the smaller vessels, but they could see the shutters working. Some of them, trained in visual signaling, began to watch closely, and they discovered that the message was being sent in the international Morse code. Immediately their attention was fixed, and they caught these words: "O-u-r o-r-d-e-r-s c-a-l-l f-o-r B-r-e-s-t."

This was repeated three times. Just then the guard came along and ordered them below, but they had seen enough to start a thrill of excitement in the sleeping quarters. We were proceeding direct to France!

The next morning, May 2nd, there was a fog so dense that those who were on deck early could not even see the destroyers. Little by little, however, the mists began to clear, and we caught glimpses of land on both sides. The news spread quickly and in no



Proceeding Direct to France

time the decks were crowded. Gradually the sun broke through and dispelled the fog altogether, and we found ourselves gliding smoothly in between the beautiful green hills which mark the entrance to the harbor of Brest.

What a welcome sight that land was! The city itself nestled at the foot of a hill ahead of us, and all around were rich green pasture lands and quaint cottages, with one or two huge windmills and the remains of some ancient fortifications. The striking thing about it all was the atmosphere of perfect peace and tranquillity. Could this be the land that for nearly four years had been torn by the ravages of war? Was this the country to which we had come to fight the Hun?

Strange looking boats were sailing about, and as the ship came to anchor, several tugs and lighters came alongside. Presently we saw our baggage being trundled through a door which had opened down near the water line



Captain Doyle

and piled on board one of the lighters. Then came the order for the men to roll their packs and the officers to get their luggage ready, and shortly after noon the regiment began to crawl down through the ship, and across a little gang plank to a lighter



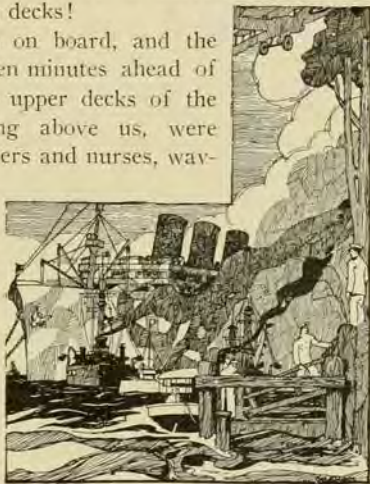
One or Two Huge Windmills

which lay on the port side.

While we were debarking on one side, the 306th was boarding a lighter on the other. We were the first artillery regiments of the National Army to reach France, and although nothing was said

about it at the moment, Colonel Briggs told us afterward that his one desire was to beat the 306th ashore, so that ours might be the very first one to arrive. How he did hustle and crowd the men onto those narrow decks!

Finally every one was on board, and the lighter moved off a good ten minutes ahead of the other regiment. The upper decks of the great *Leviathan*, towering above us, were crowded with sailors, soldiers and nurses, waving hats and handkerchiefs. Then the band, which had been reserved a special place, broke out into music, and to the strains of "Good-by, Little Girl, Good-by," the 304th bade farewell to the splendid ship which had brought us so safely on our perilous journey. One man was seen to kiss the



The Ship Came to Anchor

tips of his fingers and reach out and touch the steel side as we moved away, and to say quietly, "Thank you!" He expressed what we all felt.

As we neared the shore, the band burst into "La Marseillaise," which brought cheers from the sailors on French boats that were lying in the harbor. And finally, when we pulled into the dock, the soldiers and stevedores on the shore were brought to attention



Kiddies Were Everywhere

by the strains of "The Star-Spangled Banner." There was a thrill about it all that was new to most of us.

Then the regiment was formed on the street by the pier, and we began a long, hard march. The men, softened by their eight days' confinement in close quarters, were carrying heavy packs, winter overcoats, rifles, a hundred rounds of cartridges, and canteens full of water. The road lay up an exceedingly steep hill through the town. The sun overhead was hot. But Colonel Briggs had his own ideas about the good or ill impression made by the appearance of a regiment, and he ordered the march to be made at attention, so with the band playing a lively tune we stepped off briskly and started up the road.

Little boys and girls swarmed about our feet like so many beetles, running, jumping, shouting, begging for money, and trying desperately to keep step with the band. Crowds of people gathered to watch us pass, and for the first time we were conscious of the utter absence of young men and the predominance of mourning. There was no hilarity of enthusiasm, but the faces of the people were earnest, often almost prayerful. Occasionally a woman would be seen quietly weeping as she watched the troops go by. It was a tremendously moving experience. The whole significance of our being there seemed

to dawn on us at once, and many a man found it hard to choke back the tears.

Others were troubled less with sentiment than they were with fatigue. The packs were so heavy, the sun was so hot, the overcoats were so hopelessly out of place, and the hill was so long and steep, that after a while men began to drop out of line and to sit, half exhausted, on the curb. Every one wished that the Colonel would call a halt, but he kept on, apparently oblivious to everything except getting to the top of the hill. One little urchin, after marching beside him for a minute, reached up and slipped his hand into that of Colonel Briggs. The latter looked down and smiled, and went on, leading the youngster along with him. He was intent, just then, not on the feelings of the men in his column, but on the feelings of the French people. He wanted them to know that here was a regiment, well-behaved and friendly, that meant business, and he intended that we should march through Br est as if we had come with a purpose.

At length, the city passed, the column came out on top of the hill into a road that led through beautiful fields which were decked out in the full glory of spring. Here, at last, the welcome order was given: "Halt! Fall out for fifteen minutes' rest." In an instant the packs rolled off the men's backs like *Christian's* burden at the foot of the cross, and every one was presently stretched out at full length on the ground.

It had been so long since we had seen any grass or flowers that it seemed as if we must be in heaven. Camp Upton



The Boys Were More Bold

had been a barren place at best, and when we left it was hardly out of the grip of a long, hard winter. But here in France the grass was long and luscious, the trees had put forth their leaves, the shrubs were in blossom, and flowers were blooming gayly by the wayside. Little girls came up to us as we sat resting, and offered us tight little fistfuls of tiny flowers they had gathered. The boys were more bold, and promptly asked for cigarettes.

"*Mais tu es bien trop petit* (You are much too little)," said an officer to a youngster of perhaps seven years.

"Ah," replied the boy, "*C'est pour mon père* (it's for my father)!"

The little rascals! They learn to smoke as soon as they learn their A B C's.

The rest at an end, packs were shouldered again and the regiment resumed its march. After a mile or two on a level country road, the column turned and proceeded up a lane toward a large gate which opened in the middle of a great stone wall. It was the Pontanézen Barracks, once used by the soldiers of Napoleon. We marched through the gate into a great yard where a throng of curious soldiers gathered about to see who the new arrivals were.

"Loosen up! Give us a tune!" they yelled when they saw the band.

So the band played as we came to a halt. And then, after a few moments' wait while the organization commanders received their instructions, the men were marched to their sleeping quarters and the officers went to their tents, and, glad to be for the present at least at the end of our journey, we prepared for our first night on French soil.



Destroyers



CHAPTER IV

TRAINING AT CAMP DE SOUGE

Pontanézen Barracks was supposed to be a rest camp, and every one was looking forward to a chance to recuperate after the fatigue of the voyage and of the exhausting hike from the docks. But the term "rest camp" was a misnomer. To begin with, the men's bunks were impossible. They consisted of wooden frames with slats set about five inches apart, and trying to sleep on them without mattresses was like trying to sleep on some ancient instrument of torture. Then, cooking facilities were very poor, and the mess sergeants had great difficulty in preparing decent meals. Worst of all, for some men at least, was the order which came through requiring the 304th to furnish several hundred men for construction work on the docks at Brest. Those who were unfortunate enough to be selected for that detail spent the best part of their "rest period" at the hardest kind of manual labor.

Nevertheless, those at the camp had considerable recreation. Thanks to the Y. M. C. A., athletic facilities were abundant, and we had a number of good baseball games. Both officers



Inside the Gates, Pontanézen Barracks

and men got up teams and played the other organizations in the camp. Over in front of the officers' tents riotous games of indoor baseball were played, in which every one, from



Pontanézen Barracks

Colonel Briggs and Colonel Kelly down to the junior second lieutenants, took part. Besides these sports, there were hikes which took the men out through the surrounding country, and they found it a real recreation to march along the roads and through narrow lanes, flanked on either side by green banks, or to sprawl during the halts in the beautiful fields, most of which were enclosed by peculiar earthen fences overgrown with vines and shrubs. The country was fresh and green, the air soft and balmy, and the villages and people were new and interesting.

On Tuesday, May 7th, our journey to some training camp was to begin, and at three o'clock in the morning we were routed out of our blankets and told to prepare to move. In the pitch dark, made denser by a thick fog, we packed our belongings and ate a hasty breakfast, and by 6:30 we were on the road marching toward Brest.

Arrived at the railroad station, we found our trains awaiting us—trains the like of which none of us had ever seen before. They consisted chiefly of little four-wheeled French

freight cars, so tiny that they looked like toys. On the side of each car was painted the legend "Hommes 40, Chevaux 8, en longue (40 Men, 8 Horses, lengthwise)." It was hard for the men to believe that they were actually expected to travel in those "cattle cars," alongside which the ramshackle coaches of the Long Island seemed like Pullmans. But such was the case. By crowding in on the rude wooden benches which served as seats, forty men were compressed into each car. Lying down had evidently not been taken into consideration by the authorities who planned the trip. A few men were fortunate enough to be put into second- and third-class coaches, but the vast majority traveled "Hommes forty," as they called it. The officers, in accordance with French custom, were provided with ancient first-class compartments.

All that day and night, and all through the next day and up to midnight, the three trains bearing our regiment rolled southward. Occasionally there were stops where one could get out and stretch one's legs, and at two or three stations French coffee, horribly bitter and black, was served from huge cans on the platforms. The meals consisted chiefly of canned corned beef and "bully beef," and butterless bread. There was plenty of it, but the diet was one to which the men had yet to become accustomed. Sleep, for a great many, was out of the question, and although every one enjoyed the interesting and beautiful country through which we passed, it was a weary lot of soldiers that responded to the order to detrain when, about midnight on May 8th, we reached the little



"Hommes Forty"

village of Bonneau, a few miles outside the city of Bordeaux.

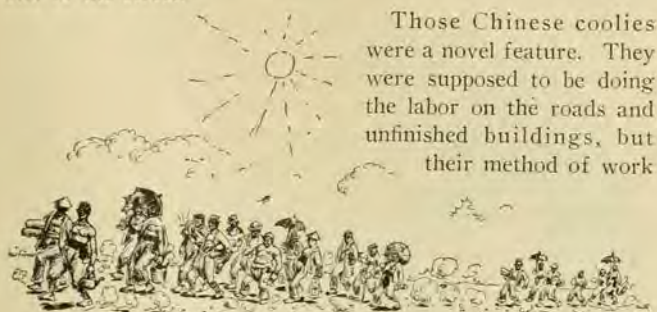
There we were met by Major Sparks, who, accompanied by Sergeant Smart, of Supply Company, as interpreter, had left Camp Upton ahead of us and come over as advance agent to prepare the way. With the Major for guide, the regiment marched along the dark, wet roads for what seemed an interminable distance (in reality it was less than three miles) to where we were to undergo a course of training in artillery work. A wooden arch over the entrance bore the sign "Camp de Souge," and for the first time we knew the name of our destination.



Entrance to Camp de Souge

After a few hours' sleep, the men were up and at work getting the barracks in order. These were low, wooden buildings with concrete floors, well ventilated and equipped with electric lights. The bunks were solidly made wooden cots which, when covered with straw-filled bed sacks, were more comfortable than any beds the men had seen since coming into the army. The camp was arranged with the officers' quarters and mess-hall, as well as the hospital, down near the entrance; and then a single long street flanked by double rows of barracks reached straight out through a sandy plain to the Y. M. C. A. hut, the school buildings, and the Camp Commander's office at the farther end. A new section, occupied

temporarily by Chinese coolies, extended to the left from the end of the street.



Chinese Coolies Were a Novel Feature

was, to say the least, peculiar. They would saunter past the barracks in the morning carrying umbrellas, bird cages and musical instruments, as well as a few picks and shovels. Arrived at their place of labor, they would sit around and talk, while occasionally some of the more ambitious would get up and shovel a little dirt.

"These Chinks," wrote one of our men in a letter, "can get more rest out of a shovel than I can out of a feather bed."

About four in the afternoon they would come past again on their way to their quarters, bearing in their



Some of the More Ambitious

hands chickens, bunches of onions and all sorts of vegetables, and singing weird songs in a shrill monotone while they made the most hideous noises on their ridiculous instruments.



Machine Gun School

It was not until after we had reached Camp de Souge that we learned that our four-point-sevens had not arrived in France, and that, in place of them, our regiment, like the 305th, was to be equipped with the famous French 75 millimeter gun.

Moreover, not only the 304th but the 306th as well, with their big howitzers, instead of the tractors and motors for which they had been organized and trained, were to have horses. This meant, for us, not only the unlearning of all the knowledge we had acquired about motor transportation, and the development of a school in horsemanship, but the complete reorganization of the whole regiment. Pistols were to be substituted for rifles. Instead of three battalions, we were now to have but two, of three batteries each, and new tables of organization called for changes all through the regiment.

Nevertheless, to overbalance these difficulties, there was the good news that a complete equipment of 75's was ready for us. At last we were to have real matériel to work with, and should be compelled no more to resort to the "simulation" which had characterized our training at Camp Upton. After a few days' rest, therefore, an eager lot of soldiers entered with a will upon the hard grind of the artillery school.

The first two weeks were spent almost entirely in gun drill. Both officers and men were divided into gun sections and put through a rigid course in all that pertains to sighting, loading and firing the marvelous little piece of which the French had

been making such deadly use all through the war. Aside from going through the motions, every one was required to study the mechanism of the gun. The construction of the 75 is extremely simple; much of it can be taken apart and put together without the use of a single tool, and every one was delighted to be handling so perfect an instrument, and eager for the time when the regiment should be considered proficient enough to begin actual firing.

This time arrived in short order, for on Saturday, May 18th, word was given out that on the following Monday work on the range would commence. The batteries which had made the best record in the preliminary drills and tests were to be the first to fire, and this honor was accorded to Batteries E and C. On Sunday they dragged their guns by hand through the sand to the great *champ de tir* (firing field), where, after putting the pieces in position, the cannoneers camped for the night.

On Monday morning the officers piled into trucks and were taken out to their stations in two of the observation towers. From these points of vantage they could see to right and left of them a long series of such towers, in one of which the officers of the 305th were assembled. About a hundred meters in front stood the guns, their crews busy with preparations for the morning's work. Beyond lay the vast field—a sandy waste on which stood a few groups of pine trees and a number of white panels, some of which represented vaguely houses and a church or two, but most of which merely marked the trenches which had been dug for use as targets.

Presently the instructor of the Second Battalion gave out the first problem, which was to adjust the fire of the four guns on a certain group of trees. The object was not to hit the trees, but by "bracketing" them, that is, by placing the shots first beyond them and then on this side, and by getting the bursts at the right height from the ground and at the right

distance apart, to determine just what steps would be necessary in order to demolish the target if that should be required. This primary information gives the "base deflection," which, once established, serves as a guide in solving each successive problem thereafter.

Captain Perin, whose battery was to be the first to fire, gave his orders through a telephone operator at his elbow, just as he would do at the front, to Lieutenant Martin, the executive officer in immediate command of the guns. There was a moment of quick activity on the part of the cannoneers as they carried out the directions and slammed the shells into the breeches.

"Ready to fire, sir," reported the telephone operator.

"Fire!" ordered the Captain.

"Fire!" repeated the operator.

There were four flashes and four loud reports.

"On their way!" called the man at the 'phone.

Every officer raised his field glasses and peered at the group of trees. Presently four little puffs of white smoke appeared in a row just beyond the target, as the shrapnel burst in the air. The first round of our career had been fired!

All morning long the guns of the two regiments banged away. Each battery commander in turn, and each battalion commander, had an opportunity to fire a problem and then to be criticized by one of the instructors. Some of the lieutenants, too, had their turn, and each officer tried to profit by the mistakes and the good points of his predecessors.

For the men at the guns it was, as one of the gunners wrote, "a red letter day. At last," he says, "after all our long months of 'intensive' training we have finally fired a shot. And it is some sensation to be seated on the gunner's seat when those 75's begin to roar. Most every one was a trifle nervous at first, but this soon wore off, and at the conclusion every one acted like veteran cannoneers."

The instructors agreed with this last statement, for during the entire morning, although the work was new and exciting, not a single error was made by the gun crews in carrying out the orders given them, and Captain Perin and Captain Bacon were congratulated on the fine work of their men and of the executive officers.

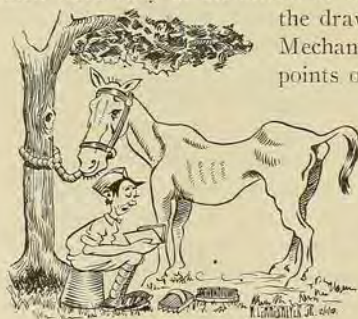
Before another week had passed every battery was having its turn at the firing, and every officer was given the opportunity to acquire the knack of quick decision, accurate calculation and clearness in the giving of orders. Often they made mistakes—sometimes big ones—but the instructors, who were French and American officers that had seen service at the front, were very patient and very encouraging, and it was not long before every one was gaining confidence and skill.

Those gun crews which were not on the range were always kept busy at their drills. Great emphasis was laid on this practice with un-loaded pieces, for it was essential that the men acquire speed and accuracy in shifting the guns about, adjusting the sights, and performing all the functions of their office. To stimulate competition, a contest was held every Saturday, in which all the batteries went through the same series of problems. Their time was kept with a stop watch, and after each problem the instructors would check up what had been done to see whether the work had been exact as well as rapid. General Rees promised that the battery in the brigade which established the best record during the training should fire the first shot when we got to the front. Battery E led the 304th at the start, but Battery C climbed gradually to the top, and at the end of the course their cannoneers were pronounced champions of the brigade.

Meanwhile the horses had begun to arrive. Here many a man who had not qualified as an expert cannoneer had opportunity to show what he was worth. A good many of the last increment of recruits we had received before leaving Camp

Upton, as well as some of the up-state New Yorkers, were farmers and accustomed to horses. Without them the task of getting the regiment ready for the front would have been enormous. It was often amusing to see some of the city-bred boys, many of whom hardly knew a horse from a mule, standing at arm's length trying to groom the hind legs of a nervous quadruped, and ready at any moment to dive beyond the reach of the animal's heels. Even those who, by their experience on farms or in livery stables, knew something about horses were not versed in army methods, and instruction had to be given from the very bottom in the elements of grooming, feeding, riding and driving.

While the cannoneers were being drilled and the drivers taught their business, all the specialists were receiving a thorough schooling. One group was given a course in wireless telegraphy, including not only the transmission of messages, but the art of signaling by divers means to airplanes. Telephonists were taught everything connected with the operating, construction and repair of field telephones, the laying of wires and the setting up of exchanges and switchboards. This work is of incalculable importance in the field. Drafts-



Not Versed in Army Methods

men were busy in the school of topography, map-making and the drawing of panoramic sketches. Mechanics were studying the fine points of the guns, so as to be able properly to repair and care for them. A section of each battery was detailed to the machine gun school, in order that enemy airplanes might not come too close, and that, in the case of an attack, the men might be

protected while getting their guns out of position. Then there were the non-commissioned officers who had been designated to study the uses and dangers of poison gas: they were to serve as instructors to their comrades, and to have general charge of the gas defense at the front. An inconceivable number of specialists such as these are necessary to every artillery regiment, and ours were all busy from morning till night. This included the ever-present buglers and drummers who made the hot afternoons mournful with their melancholy rumblings and tootings.

The officers were even busier than the men. Out at the range every morning from seven-thirty till twelve, they spent their afternoons in studying such all-important subjects as orientation, which is the science of being able to locate oneself and to determine the exact position of one's whereabouts on the map. The purpose of this is not so much to keep from getting lost as to enable an officer to figure his firing data with a map when he has no means of observing the shots. Then there were classes and lectures on camouflage, liaison, matériel, the construction of gun emplacements and dugouts, and all the hundred-and-one subjects which an artillery officer is supposed to know. Nor did the evenings bring them a rest, as it did to the men, for if there were no lectures in the school the battalion commanders inaugurated little classes of their own, and many an evening



A Corner of Bordeaux

found a group of weary lieutenants sitting in Major Devereux's room staring at a blackboard, or reclining in chairs in the moonlight outside Major Sanders's quarters listening to criticism and opinions and suggestions on the work of the day.

Presently the gas masks arrived, and the absurd but necessary drill in the use of these inventions of the devil was inaugurated. Of all the helpless, suffocating, strangling sensations known to man, there are few to be compared with the first attempts to wear a gas mask. After the first day's drill Colonel Kelly remarked, "If ever a gas shell explodes when I am around, I can see nothing for it but to lie down as near the spot as possible, take a few deep breaths, hold my identification tag up in my hand, and wait patiently for the end!" After a little practice, however, we all got used to them, and soon we were having relay races and baseball games with those hideous things strapped to our faces.

It was a great disappointment to us all when, early in June, Major Sparks was taken away from us and assigned, with the rank of lieutenant-colonel, to the 17th Field Artillery. In his command of our regiment during the absence of Colonel Kelly in the fall of 1917, he had won the respect and affection of officers and men, and in his work at Camp de Souge he had shown exceptional skill in the use of artillery. But no one could grudge him his promotion, especially as the regiment to which he was going was already at the front.

Shortly afterwards Colonel Kelly, who was at the time away with a large detail of men buying horses for the brigade, was also transferred, and, as it happened, to the same regiment as the Major. He had made so many friends among us, and had done so much while he was in command to build up the *esprit de corps*, that his going, too, was a great disappointment. The men who were with him at Montargis on that horse detail still maintain that they never had a commanding officer like Colonel Kelly. But he went with the full rank of colonel

to take command of a regiment, and we could not but wish him joy in the prospect of immediate service on the firing line.

With all the strenuous labor of the school, some form of recreation was an absolute necessity. For the officers it consisted chiefly in week-end leaves to Bordeaux or to the sea-shore resort at Arcachon, where they found relaxation in a change of scene and air and in the good dinners which were



Week-end Leaves to Bordeaux

to be had at the restaurants. For the men, overnight leaves were forbidden, but those who earned good-conduct passes were allowed to go to Bordeaux in the morning and come back at night, while a great many spent their leisure hours wandering through the countryside, sitting in the woods, dining in the fascinating little inns with which those villages abound, or buying souvenirs in the shops. Because of the hot weather and the physical fatigue, athletics were not popular. The men preferred to spend their free time in loafing.

In the camp itself the Y. M. C. A. had, at first one and later two, well-equipped huts. There the writing-tables, books and magazines, canteens, entertainments, lectures and band concerts attracted great numbers of the men every evening. Especially was this true when shows of our own concoction were on the boards. Considerable talent was unearthed which had never been suspected in Camp Upton, and all three regiments, as well as the Ammunition Train, contributed their share to

the enjoyment not only of our own troops, but also of the brigade of regulars who about the middle of June replaced the Chinese in the east end of the camp.

Because the 304th was midway between the two Y huts,



Dining in Fascinating Little Inns

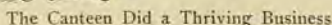
both of which were crowded to capacity, the Chaplain, during the first week of our stay in Camp de Souge, secured an empty barrack in the midst of the regimental area, where

a recreation room was opened. It soon became known as the "Chaplain's joint." With the cordial coöperation of the Y. M. C. A. authorities, writing tables and benches were installed, a branch canteen was established, and a small library was put in circulation. Unfortunately no piano could be obtained, so that no entertainments were held there; but the band gave a concert once a week, and every evening the canteen did a thriving business, while the tables were always well occupied by men writing letters or reading or having a quiet game of checkers or dominos.

In this same building a communion service was held every Sunday morning. This was well attended, not only by the Protestants of our own regiment, but by a good many from the other organizations in camp. At the Y. M. C. A.'s too there were always morning and evening services, conducted by the two Protestant chaplains. For the Catholic men, masses were said by Chaplain Killian, of the Ammunition Train, and Chaplain Sheridan, of the 305th. The latter had his services at a little out-door rustic chapel built by the French. The ready response to these opportunities for religious devotion on the

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The scarcity of mail was partly responsible for a general feeling of homesickness which began to take posses-



sion of a great many of the men. For some strange reason the idea spread that we would never go to the front, that the war would be over in a few weeks, and men began to speculate and even to bet on the possibilities of our being home by early fall. Some of the soldiers persisted in this attitude even after the terrific German offensive started on May 27th. On the map



Captain Mahon

which hung on the wall in the Chaplain's building was a row of pins which marked the battle line. The fact that these pins shifted daily, and always backward toward the Marne, opened the eyes of some, but there were others who hung about in little groups and talked about going home until it seemed as though something ought to be done to check it. The battery commanders talked with their men and pointed out the power of the German drive and the necessity for heroic efforts on the part of the Allies, and especially for speed on our own part if we did not want to

be too late to help save the cause from defeat. The Chaplain, with the enthusiastic backing of the commanding officer, had a regimental service one Sunday in which the whole issue was put very squarely, and an appeal was made to the men to put aside their thoughts of home and to throw themselves heart and soul into the work of preparation. All these things had their effect, and the slump, which, though it had been general throughout the brigade, was merely a temporary reaction, gave place to a new spirit of eagerness and impatience to get through with the training and get into action.

The final event in the course was the firing of a night barrage by the entire 152nd Brigade. The regiments went out to the range one afternoon late in June, and, putting their guns into position, prepared their camp for the night. The line of the supposed infantry trenches was indicated to the regimental commanders, as well as the place in front of the trenches where the curtain of protecting fire was to be laid down when it should be called for. No one knew what the hour would be, but all preparations were made to be ready to fire at an instant's notice. Each battery was assigned its definite field of fire, the guns were laid, and, supper eaten, the men lay down to sleep.

Suddenly, a little after midnight, the peculiar shriek of a certain compressed air whistle, used at the front as a gas alarm, burst on the silence of the night. It was the call for a barrage! Instantly every officer and man leaped to his feet and darted for his post. Within a few seconds the first gun went off with a roar, and immediately the whole line was ablaze with the fire of seventy-two guns, while the space out in front of the "trenches" was lit by the bursting of shrapnel and high explosive shells. After a few minutes the order was given to cease firing, and all was silent again. Three times during the night this was repeated, and by morning the men felt almost as if they had had a taste of real war.

By the end of June the course was finished. After that there were one or two hikes to give the drivers and cannoneers practice in handling the guns on the roads and in bringing them into action as in open warfare, but the great event of those last days was the Fourth of July parade in Bordeaux.

In this celebration the firing batteries of the whole brigade, as well as a good many other troops, both French and American,



Widow

were to take part, and on July 3rd the 304th set out with horses and guns for the city. It was hard work, for the weather was hot, the roads were dusty, and, above all, the drivers were green. It is no small task for inexperienced men to get a team of six horses, with gun and limber, around a sharp turn, and for the first few miles it looked as if some of the guns might be ditched. Colonel Briggs, himself an expert in all that pertains to horses, waited at every corner to watch the batteries go by, and to make suggestions to the drivers. With the faults at the head of the column he would be very patient.

"Let go your off horse, my man. Just drive the horse you're on; the other will follow along. That's it. Don't touch him!"

But by the time the sixth battery came past and the drivers were still making the same mistakes as the first, he would be ready to commit murder.

"*Let go that off horse!*" he would roar. The poor driver, terrified by this sudden command from some one he had not noticed beside the road, would promptly do the wrong thing, and dropping the reins of his own horse, would begin to belabor the other.

"*Do you hear what I say?* LEAVE THAT OFF HORSE ALONE! You've got enough to do to drive your own. DROP THAT REIN!"

After a few experiences of this kind, however, the drivers began to learn, and on the return trip, two days later, the guns rounded the corners as if they had been running on tracks.

At evening the three regiments came to an immense field which, before the war, had been a fashionable race course. There the shelter tents—familiarly known as "pup tents"—were set up and a camp was established. By the time the place was in order and the horses groomed, the battery kitchens had supper ready. Sitting on the clean turf, the men enjoyed a restful meal as they watched the lanterns and kitchen fires

twinkle in the summer twilight. By dark a tired lot of soldiers were rolled in their blankets asleep.

Next morning at an early hour we were on the road again moving toward Bordeaux. On reaching the city we found the streets lined with people, and as we approached the center of town the crowds became more and more dense. The sidewalks were jammed, and at every window and on every balcony enthusiastic men, women and children were waving flags and shouting their welcome. All along the line of march the troops were greeted with cheering: not the perfunctory hand-clapping of the usual Fourth of July celebration, but the warm, joyful welcome of a people who were thoroughly glad to see these new additions to the armies that were fighting in their behalf. Through the narrow streets, out into the square where, by the reviewing stand and about the great monument in the center, thousands of citizens were massed, the whole feeling seemed to be what one often heard expressed in those days: "There are the American soldiers who have come to save France!"

After the parade the men and officers had the rest of the day to themselves, and they found plenty of amusement in and about the city until, in groups of threes and fours, they made their way to the tents for a good night's sleep before the long hike back to the training camp. The whole experience had been well worth while, and all who took part felt that our stay in Camp de Souge had reached a fitting end.





CHAPTER V

ON THE LORRAINE FRONT

While we were wondering where the brigade was to be sent, and whether, like the regiments which had preceded us in Camp de Souge, we should be kept around the base section for an extra month or two, the news somehow filtered in that we were to proceed direct to the front. It was with no little excitement, therefore, that we began to en-train at Bonneau on Tuesday, July 9th.

Now that we had our full equipment of guns, wagons, horses, mules, rolling kitchens and carts of all descriptions, it was necessary to split the regiment up and give each battery a train to itself. On the first load went the regimental headquarters and the Headquarters and Supply Companies, while the batteries, beginning with D, followed on behind. When it came to getting the horses and mules into the box cars there was a circus. Some of the mules had to be blindfolded and led in circles, and then suddenly backed into the train. One group of stallions had kicked a hole through the side of their car before the train left the station. Captain Kempner worked for half an hour with a mare who

had simply made up her mind that she was not going. Finally she landed in a heap on the floor of the car, on top of Sergeant Coté, who had her halter. At length, however, the first train was loaded and on its way, and the others followed in order during the next two days.

This journey was very different from the last. "We're traveling in comfort," says a letter written on the train. "There is no comparison between this and the trip from [Brest] to Bordeaux. For one thing they have the field kitchens mounted on flat cars, so that the cooks can prepare real meals and serve them hot. For another thing, having all the wagons and vehicles along makes more space—things and people aren't crowded together so. And then the men are more used to roughing it anyhow." The flat cars made splendid observation platforms, on which the troops rode for hours at a time, looking at the beautiful French landscapes and breathing deep the fresh summer air. "We have been climbing through hills, passing quaint villages, old mills with their wheels turning by beautiful ponds, one superb château with Maxfield Parish towers



Getting the Mules into the Box Cars

rising out of a wood, field after field of golden wheat, ready for harvest, often with scarlet poppies glowing in the midst of the grain. Flowers everywhere—golden-rod in full bloom!



And thistles and purple asters! Buttercups and pink clovers and daisies! No—it's not New England. There's a farm house and a barn built wholly of gray stone with a mellow, red-tiled roof, and funny two-wheeled carts in the barnyard. It's Europe, after all! . . . It all seems so far removed from war. Here we are, rolling toward the front (trundling would be a better word for the gait of

these trains), and yet my imagination cannot see beyond this perfect peace of God's beautiful world. Yet, at the last station we passed a carload of German prisoners going the other way!"

After two days' travel we found ourselves coming into French Lorraine. We had known vaguely that we were booked for that part of the front, and although we knew that it was not a very active sector there was a certain thrill in feeling that we were at last getting into a region where actual war conditions prevailed. As one of the men writes: "A spirit of eagerness and curiosity took possession of us all. It was so strange, so quiet. The very air seemed to be filled with impending excitement, but, as may have been expected, nothing extraordinary happened. About 8:30 P.M. we reached Lunéville. The



Captain Kempner Worked for Half an Hour



Entraining at Bonneau

town was completely in darkness, and we were told that an air-raid occurred the previous evening. This all added to the suppressed excitement and every one was on his toes as we rumbled into the station."

There was but a short stop in Lunéville, for the end of our journey was not there but in Baccarat, a town lying a few miles to the south, famous in times of peace for its glass industry.

The first train reached Baccarat on the morning of the 12th. Colonel Briggs and Lieutenant Martin, who had become acting Adjutant when Captain Sullivan was sent away to the Staff College, at once went out to look over the situation. The infantry of the 77th Division, whom we had not seen since they left us at Camp Upton, were already in the lines, and we heard that they had even then suffered some unpleasant casualties.

from gas and liquid fire. There had been very little active warfare in the sector since the early fall of 1914. At that time the Germans had found that their easiest access into French territory was through Belgium, and the French, giving up their long-cherished hope of reconquering German Lorraine by the sword, had been obliged to put their whole effort into stemming the tide of invasion in the north. Ever since then this particular part of the front had been used by both forces to train new troops for battle, and to give those who had been worn out by more strenuous work in other sectors a chance to rest without being actually out of the lines. Nevertheless the Germans had a way of keeping track of what troops were opposing them, and when they found a new American division on the ground, they tried all their tricks to harass and discomfit them.

Our infantry held a line which, roughly speaking, passed through St. Martin, Domèvre and Ancerville. The 153rd and 154th Brigades had each one regiment in the front line and one in reserve. Our regiment was assigned to support the 153rd Brigade, whose commander, Brigadier-General Wittenmeyer, had his headquarters in the little village of Merviller.

Thither Colonel Briggs went and, establishing himself in the town with Captain Kempner, who was to be the operations officer, Lieutenant Martin and Chaplain Howard, he conferred with the brigade commander and looked up the positions the batteries were to occupy.

The usual arrangement of an artillery regiment in the field is as follows: There is, first of all, an echelon (a French term meaning literally "step"), situated far enough in the rear to be near the source of supplies and as free as possible from the danger of shelling. There the horses and wagons are kept, and the various organizations maintain their offices and their principal base. There the Supply Company is located, and the food is brought each day and put in a large dump, whence it



ALSACE-LORRAINE

is distributed among the batteries. The post office and personnel office are there and any other part of the regiment which functions for the whole body but is not immediately necessary to the fighting units.

In advance of the echelon, at some central place where easy communication can be established with all parts of the regiment, are the regimental headquarters. Here the colonel and his adjutant have their office; here the operations officer receives the orders for battle and apportions to each unit the part it is to play; here the central telephone exchange is set up, and the sergeant-major, with his force of clerks and messengers, handles the general work of receiving, transmitting, sending and filing all orders which go in or out—a task which later was performed by a "message center" detail.

The Headquarters Company is usually located somewhere near the regimental headquarters. They furnish the orderlies and runners, telephone operators, draftsmen, radio experts, and whatever special details may be called for. Each department of the work is under the supervision of a lieutenant.

Farther out toward the front, as near as possible to the gun positions, are the battalion P. C.'s, or posts of command. There the majors and their adjutants live and work. They have with them specially trained officers and men from the Headquarters Company who handle the telephones, wireless outfits, map drawings and the all-important messenger service. There is also a sergeant-major with each battalion who is, like the regimental sergeant-major, a sort of office executive. A first aid station under the charge of a surgeon is maintained in connection with each battalion headquarters, so that these organizations are quite independent and self-sufficient.

The battery positions are located in places which afford good opportunities for firing both into the enemy's lines and also immediately in front of our own infantry lines. The latter fire is to protect the front trenches in case of an attack by the enemy.

But in addition to a good field of fire, the gun positions must have what is called defilade, that is, they must be so located that the enemy cannot see the flash or the smoke of the guns



Positions Are Chosen

when they fire. The moment a battery's location is definitely known to the enemy its usefulness is minimized, for both men and guns are liable to be wiped out by counter-battery fire. Positions are usually chosen, therefore, on the rear slope of a hill or in a gully, screened if possible by trees, and affording an easy place for the construction of trenches and dugouts. The latter are important to shelter the men: they are absolutely essential to furnish a comparatively safe place for the battery commander to

work at his maps and firing data, and for the telephone operator to keep at his switchboard and maintain communications with the executive officer at the guns as well as with the battalion and regimental P. C.'s.

Out beyond the battery positions are the forward observation posts. These may be in a screened position on the forward slope of a hill, or up among the branches of a tree. Sometimes they may be in rear of the guns, but always they must be where the observation officer can see and report the effects of his battery's fire, or discover new targets for the artillery to work upon.

All these various places are connected by telephone lines, which must be laid as soon as the regiment goes into position, and must be kept in working order every minute of the day and night at whatever cost.

The Medical Detachment maintains, as has been stated, a first aid station with each battalion, and in addition furnishes

a first-aid enlisted man to each battery. Its headquarters are wherever the regimental surgeon happens to live—sometimes at the echelon, sometimes at regimental headquarters, often with the Headquarters Company.

This brief description of the usual layout of a regiment in the field will make clear a good many allusions as the story proceeds, for, save in the last great drive, where the rapidity of movement did not permit such elaborate preparations at each new position, the same general scheme was followed throughout all the fighting in which the 304th took part.

In placing his regiment in the Baccarat sector, Colonel Briggs put the echelon in a wood some distance back of Merviller. The regimental headquarters and the Headquarters Company were in the village itself, where the Colonel was in constant touch with the infantry brigade commander. Major Sanders with his First Battalion detail was established in Rehery, a little to the north, with Batteries A, B and C on the hill in front, some distance apart. Major Devereux took his battalion still farther north, and, placing his batteries near a road which ran parallel to the front lines, took up his headquarters in the village of Hablainville.

The first battery to move into position was D. Before the last of the regiment was detained in Baccarat, Captain Mahon

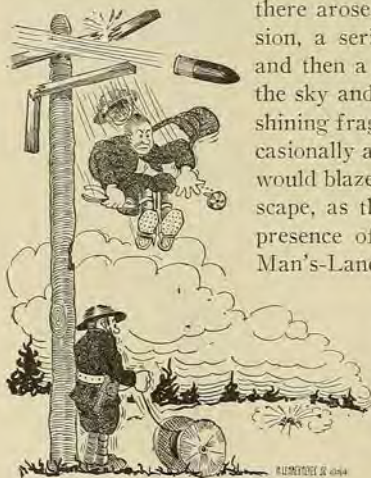


Forward Observation Post

had received his orders, and on Saturday night, July 13th, his train of guns and caissons left the echelon and proceeded through Merviller and off to the left until they came to the position which had been selected. It was a splendid position, right in the very middle of a field of wheat. The guns were sunk in pits so that their muzzles barely protruded above the ground. There were communicating trenches and dugouts already well started by the battery which had just been relieved, and the whole emplacement was covered with a single wire net into which had been entwined enough bits of green burlap to make it blend in with the wheat. From the road, only forty meters away, no one would have guessed, unless well versed in detecting camouflage, that there was a battery anywhere near.

That first move out to the front, for each battery in turn, was a thrilling experience. From beyond the hills, whose outlines could barely be distinguished against the dark sky,

there arose, in constant slow progression, a series of signal lights. Now and then a rocket would rush up into the sky and bursting would mingle its shining fragments with the stars. Occasionally a brilliant red or white flare would blaze out, illuminating the landscape, as the infantry, suspecting the presence of an enemy patrol in No-Man's-Land, sought to prevent a surprise. Here and there a chain of blue stars would rise majestically above the hills and then vanish into the darkness overhead. Rarely one could hear the boom of a gun or the distant popping of rifles.



Telephone Men in Action

Just as one battery was coming into position there burst directly overhead a white flare which lit up the scene as if a searchlight were being played upon it. The startled cannoneers and drivers thought that their end had come, and expected any minute to have a rain of shells descend upon them: but the flare died out and all was quiet as before, and the guns were placed without accident of any kind.



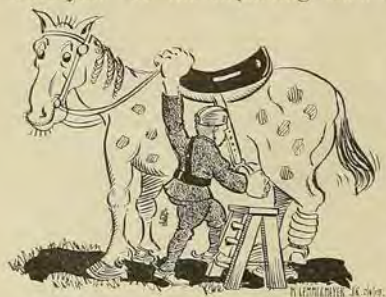
In the Baecarat Sector

There was considerable excitement to know who was to fire the first shot. According to the agreement at Camp de Souge, that honor should have fallen to Battery C. But Colonel Briggs found that the 305th, who had arrived ahead of us, had already begun to register their guns, and so he decided that D Battery, which was the first to be ready, might just as well go ahead. Accordingly, on Sunday afternoon, July 14th, Captain Mahon went to his observation post, and, selecting a prominent landmark within the enemy's lines, calculated his firing data and telephoned his orders for laying the guns to Lieutenant Eberstadt, his battery executive. The first piece only was to fire, and the gun crew, under Sergeant Ruggiero, in a matter-of-fact way, but nevertheless with a little inward flurry, followed the directions given them and slammed the shell into the breach.

"Ready to fire," announced the section chief. Lieutenant Eberstadt repeated it to the telephone operator, and they waited. Presently from the dugout came the operator's voice: "Fire."

"Fire!" commanded the Lieutenant.

With a quick pull of the lanyard there was a loud report; the gun leaped on its carriage as the "whee-you-whee-you-whee-you" of the departing shell sped over the hill. The 304th had fired its first shot of the war!



Lieutenant Graham Mounts His Charger

"What do you think you hit?" asked the Chaplain, who happened to be standing by.

"Don't know, sir," replied one of the men, "but I hope we hit the kaiser!"

If Battery D had the best position, Battery E probably had the worst. They were right out in an open field with practically no screen of any kind except the brow of the hill in front. Whoever had dug the emplacements had piled all the dirt in plain sight, and it was evident to any one passing along, let alone to the aerial observers who flew about each day, that there was a gun position there. Captain Perin said that his one hope was that the enemy, seeing so palpable an emplacement, would conclude that no one would be fool enough to put a battery in there! He at once had his men begin work on a new emplacement farther back on the edge of a wood, but it was not finished until just as the regiment was about to leave the sector.

However, the old one did very well, for there was little or no shelling. Two or three times some shots came over and struck fairly close to both E and F, but the only actual casualty we heard of was a cow, killed on the street in Hablainville that first Sunday morning. The infantry, who were constantly doing patrol duty, and who were called on to carry out and repel not a few raids, sustained some losses, but from their whole

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Sometimes the camouflaged language was very amusing. Major Sanders one day was in Colonel Vidmer's headquarters, and was there told that a certain raid, which he was to have supported by fire from one of his batteries, had been called off.

lier this morning to underwrite that little deal we were going to put through? Well, the deal is called off. . . . How about what? The regular bond issue? Oh,



We were Learning the Game of War

yes, that holds good. And Bacon, I believe you still have a sum tied up in a safe deposit vault. Better get it out—that bank's not safe—invest it in that lumber company we were talking about this morning."



Entrance to a Dugout

"What in the world are you talking about?" asked the Colonel, as Major Sanders hung up the receiver.

"Why," replied the major, "I just told Captain Bacon that the raid for to-night was called off. He asked me if the normal barrage remained unchanged, and I told him it still held good. Then I

told him to get an isolated gun out of an unsafe emplacement where he had it and put it in the woods!"

Camouflage discipline was very strictly enforced. Colonel Briggs was so pleased with D's position, on account of its good camouflage, that he had an aerial photograph taken to demonstrate how well a gun emplacement could be hidden from observation. To his astonishment, the photograph showed plainly, in front of what was known to be the position of each piece, a little fine line extending forward for a few meters. On examination, it was found that the men had once or twice gone out to the aiming-stakes to find out what was the trouble with the little electric bulbs which are used in night firing. In those few trips, the men's feet had worn tiny paths in the wheat which would never be noticed by a passer-by, but which were plainly revealed in the airplane's photograph. It was a good lesson, and the men were taught that they simply must not walk anywhere around the guns except in well-defined paths which

had been known to exist before. If ever a new path had to be made, it was continued on past the position, so as not to show, by suddenly coming to an end, that it led to a battery.

While we were not often fired upon, our batteries did a good deal of firing on the enemy. It was much like the work they had had at Camp de Souge, but there was the additional interesting feature that it was intended to inflict damage on some unseen foe. In one man's diary we find the following entry: "Last night we were roused out of bed for some harassing fire. We fired four rounds at 12:10 and again at 12:20, and finally at 12:55 Battery F cooperated. It was all very dramatic waiting in the stilly darkness for the word over the phone which would let loose the fire of death against some unknown enemy that we can't even see."

One night, when no one was expecting it, a terrific barrage burst loose from Battery B. Colonel Briggs could not find any one who had authorized the firing, and he made an investigation. Captain Doyle summoned a man who had been on guard, and who was reported to have seen a red rocket, which at that time was the prearranged signal for a barrage.

"Did you see a rocket last night about eight o'clock?" asked the captain.

"I did, sor," replied the guard with a fine brogue.

"What color was it?"

"Well, sor, 'twere not white; an' 'twere not red—that is, not so red as the rear light av a train. 'Twere more rose!"

Further investigation proved that the guard was quite correct: a rose rocket had been sent off at that time—but it was a German rocket!

As far as real war went, our stay near Baccarat was not very exciting. The farms and villages were all inhabited, and while we tip-toed about and kept out of sight, the French peasants, both men and women, went placidly about their work in the fields, and hoed their potatoes or reaped their wheat right

alongside our guns. But they were earning their livelihood: we were learning the game of war, and what we learned in those three weeks was to be of infinite use to us later on when we got to where the fighting was heavy and the danger great.

The most spectacular thing we saw was the airplane fights in the sky above us. Hun planes came over every day, and as soon as one appeared we would hear the booming of the French anti-aircraft guns trying to drive it away. Indeed that sound was usually the first warning we had that planes were overhead. Bloom—bloom—bloom—bloom! When it burst high in the air shrapnel had a peculiar sound which was unmistakable. Every one would run out to look—very foolishly and strictly against orders—and there in the sky could be seen a plane surrounded by an ever-increasing number of little white clouds where the shrapnel had burst. Sometimes an Allied plane would give chase, and then it would be like watching some fascinating



game. The two planes would swoop and dive, and there would be the rattle of machine guns as they pumped away at each

other, and then one would suddenly dart off and disappear from sight.

In the middle of July the Germans began their last desperate drive toward Paris, and as the news reached us those first two or three days of their steady gains, we wondered whether, after all, the Hun would not succeed in breaking through. We knew that he could not win the war even if he did break through, for American troops were pouring into the country and taking their places in the lines with constantly increasing force; and yet we feared for the Allied morale if Hindenburg should ever reach Paris.

Then came the news of the French and American counter-attack of the 18th. At Château-Thierry they had smashed the apex of the German salient, and on the sides toward Soissons and Rheims they were driving in like an immense pair of pincers threatening to cut off the Boche if he did not withdraw. Then came that tremendous thrust which hurled the Germans back, back, away from the Marne, away from Paris, and our men were wild with desire to get into the real game.



CHAPTER VI

HEADED FOR THE UNKNOWN

Toward the end of July came the word that we were presently to be shifted to a more active sector. There were rumors that our destination was to be Italy, where some American troops were already being sent, but every one hoped with all his heart that it might be our lot to go into the thick of the fighting in France or Flanders.

On the night of Thursday, August 1st, our positions were taken over by a French battalion which, worn out with terrific battles in the north, had been sent to Baccarat for a rest. The infantry was relieved by the 37th American Division, and we were glad to know that we were not again to be separated from them. The 77th Division had begun to feel its unity, and although the different branches of the service had by no means perfected the art of coöperation, a certain *esprit de corps* was beginning to make itself felt, and we had no desire to have it interrupted.

On this occasion we had our first experience of taking the regiment on the road at night. Most of the batteries got out of their position without any mishap, but Battery A, just as

the drivers were hitching the horses to the guns, was startled by the sudden grinding of a Klaxon: the gas alarm!

"Gas!" shouted the officers.

"Gas! gas!" yelled the men, as they struggled to get their masks on in the dark. Soon every one was masked. Then, "Put the masks on the horses!" ordered the Captain, and a wild scramble took place to get those queer-smelling bags out of the cases which hung under the horses' muzzles, and to slip them over the animals' noses and fasten the straps. It was Bedlam let loose. Nobody could see in the dark through his mask, and they all stumbled over each other and over the guns and barked their shins and fell into the gun pits, until Captain Lyman, lifting his nose clip and sniffing the air, discovered that there was no gas at all!

"Gas masks may be removed," he cried, taking off his own, and presently order was restored and the guns were moved out in peace.

Battery A's little farce, however, was mild compared to the circus parade of that first night march. To begin with,



"Gas! Gas!"

the French artillery was moving in on the same road on which we were moving out. Our drivers had not yet learned to keep well to the right of the road, and the French are notorious for spreading themselves. One of our organizations would be held up for a moment, causing a break in the line, and instantly a French column would butt in and get us all tangled up. Wagons, piled high with boxes and bundles, got pushed off the road into the ditch. Horses stepped over their traces. The



Men Began to Fall Out

seventy-five new stallions, which had been delivered to us two days before, squealed and pranced and backed all over the road, while the Frenchmen jabbered in their unknown tongue and our own drivers exhausted their vocabularies of profanity.

Colonel Briggs, as usual, was everywhere at once. Riding

along the column he would see a traffic congestion, and would at once leap from his horse and dive into the midst of the turmoil. His quick eye would soon diagnose the cause of the trouble, and his mind and hand never lacked for a remedy, and presently the mess would untangle itself and the column would proceed. Once he had just straightened out one driver's difficulty and was about to mount his horse when another, a few paces farther back, not knowing who he was but only seeing that he was a friend in need, called out, "Hey, Buddie, come over and give me a hand, will you?"

At length, after two or three hours of unutterable confusion, we got through the town of Baccarat and started on our way. The men who had to travel on foot soon showed their lack of training in the gentle art of hiking. Tender feet began to blister, and unused leg muscles became tied up with cramps. All along the roadside men began to fall out and sit down. There was a ten-minute rest after every fifty minutes of marching, and it was, of course, against orders to drop out without permission, but in the intense darkness it was impossible to keep track of everybody. The men, who believed that as members of a regiment of horse artillery they should either be mounted on wagons or on horseback, were shameless about it. They were tired, they were blistered, they were sore, and they didn't care who knew it! Eventually those who sat down joined in with other batteries as they came along, and some of them managed to beg rides on trucks or wagons, so that by the end of the hike the whole regiment was present.

But it was a weary night. Shortly after sunrise a very tired and discouraged crowd of soldiers dragged themselves into a wood, and, after putting the horses on picket lines, sank down



A Weary Night

to the ground without stopping to get out their blankets. By seven-thirty it had begun to rain, but few men had the energy to rouse themselves and put up shelter tents. They lay where they were, in the open, and let it rain.

There was another night of marching, in which the order and discipline were much better; but the hike was very exhausting and the hours dragged on interminably before there were any signs of the journey's end. Morning came at last, however, as we passed through Bayon and pulled into a splendid wood whose clean open fields seemed just meant for tents. Moreover, there was a river nearby for watering the horses and for bathing. The news that we were to stay for several days was received with gratitude, and from Saturday, August 3rd, until Tuesday, the men really enjoyed themselves. There was work to be done, of course, but there were also leisure hours, especially on Sunday, and we basked in the sun and bathed in the river, and lay around taking it easy. Sunday morning many of the men walked to a nearby village to attend church, while others went to the Chaplain's service in the woods; and on Sunday afternoon, to our astonishment, a truck drove in and deposited a load of American mail.


On Tuesday, August 6th, Colonel Briggs received orders to take his regiment to a place called Einvaux, where trains would be waiting to move the troops to their next destination. What that destination was he did not know: he was to start under sealed orders.

That night we marched some twelve kilometers to Einvaux and entrained. This was a very different operation from what it had been at Bonneau, for the men knew now how to put their horses and wagons into the cars. There was little or no confusion, in spite of the fact that the work had to be done in the dark. Quietly and steadily they went about their business, and train after train was loaded and sent forth on its mysterious way.



HEADED FOR THE UNKNOWN

Where were we bound? No one knew. One thing only was sure: with the present state of affairs at the front it was unthinkable that our division, now fairly well schooled in the principles of warfare, should not be sent where fighting troops were needed. As the first train bowled along through the country, one man got out his compass and set it on the seat beside him



Another Night of Marching

While we were in that region a new officer came to take command of the 152nd Brigade. General Rees, who had commanded us for more than six months, had been relieved just before we left Baccarat, and in his place came Colonel Manus

McCloskey. The latter had just led the 12th Field Artillery through the terrific fighting of the Allied counter-attack at Château-Thierry, where, as part of the 2nd Division, it had done splendid work, and it was in recognition of his able services that he had now been given a brigade and was to be made a brigadier-general.

On Saturday, the 10th, there was a bustle of preparation throughout the regiment. The wagons were carefully repacked, the rolling stock was all examined and put into good shape, such horses as needed it were shod, and finally the tents were struck, and the packs rolled. About sundown the various units came out on the roads and the long column started on its momentous march toward—toward what?

We were headed north, but just what that meant no one



The Wagons Were Repacked

could fully grasp. We were coming to a jumping-off place where we must take a leap in the dark into something utterly unknown. There was a general feeling of curiosity and of suppressed elation. Big things lay ahead of us, and they loomed large in our imagination as we tried to compass with our minds the significance of this strange new venture.

By this time the men had learned how to march. The column moved evenly along the right-hand side of the road, and the gaps which had been so evident on the first night hike were far less frequent. The feet of the unmounted men had become toughened, and their packs were better rolled and better adjusted. The whole regiment was able now to be content with the ten-minute halts for rest, and to travel a considerable distance without too great fatigue. It would hardly be true, however, to say that the men did not get tired. To start after one has been working all day, and ride a rough-gaited horse or drive a four-line team, or walk with a fifty-pound pack on one's back throughout the night, is quite enough to tire any normal man. The long waits which so often occur on the roads, when no one knows the reason for the delay nor how long it is to last, add an element of irritation which inevitably increases the drain on physical and nervous energy. It would seem as though the mounted men and drivers had by far the best of it, but when the end of the journey comes and the guns are parked and the wagons rolled into place, these men have to look after their horses and mules and put away the harness before ever they can think of attending to their own needs and comforts. As a matter of fact, though



We Were Headed North

each man is tempted at times to envy some one else's lot, there is no one who does not have his full share of drudgery and labor, and there is no one who is not tired out when the night's work is done.



A Warm Sun Lured Many to the River

The first stage of our journey toward the great unknown brought us in the intense dark of a cloudy night to a forest road on which, shut in by overhanging trees, the blackness could almost be felt. Groping their way about, the men finally got their horses tied up, and without waiting to put up tents, threw their blankets on the ground and fell asleep.

Morning revealed the fact that we were in the grounds of a beautiful château on a hill overlooking the Marne River. Some of the officers had discovered the château the night before and had crept in and slept on sofas or on the soft carpets; but most people were lying in the tall wet grass which grew in abundance all about the place. It was Sunday, and aside from the necessary work which must always be done, the day was spent as a day of rest. A warm August sun lured many to the river, where they took off their clothes and bathed and swam about. The 305th and 306th regiments were encamped near by, and

the stream was fairly alive with men. One can imagine the relief it brought to tired and dirty bodies to plunge into the cool water and then come out and sit in the sun. A great many lay down under the trees that afternoon and slept until word was passed around, "Everybody up! Roll your packs; we start right after supper."

The march of the night of August 11th was one that we shall never forget. Pulling out of the château grounds, we moved along parallel to the river for a while, and then turned to the left and went straight for the historic town of Château-Thierry. As we made our way along a wide avenue flanked with handsome dwellings and beautiful shade trees, it was hard to realize that we were actually in the place where the French and Americans had hurled their first terrific counter-attack across the Marne. But as we got farther into the city itself we could begin to see, in the darkness, the scars of battle. There were houses which had been wrecked by shell-fire; there was a general atmosphere of disorder; and there was a certain indefinable odor which we noticed there for the first time, and which came afterward to be associated in our minds with destruction and death.

Arrived at the center of the town, we found ourselves on

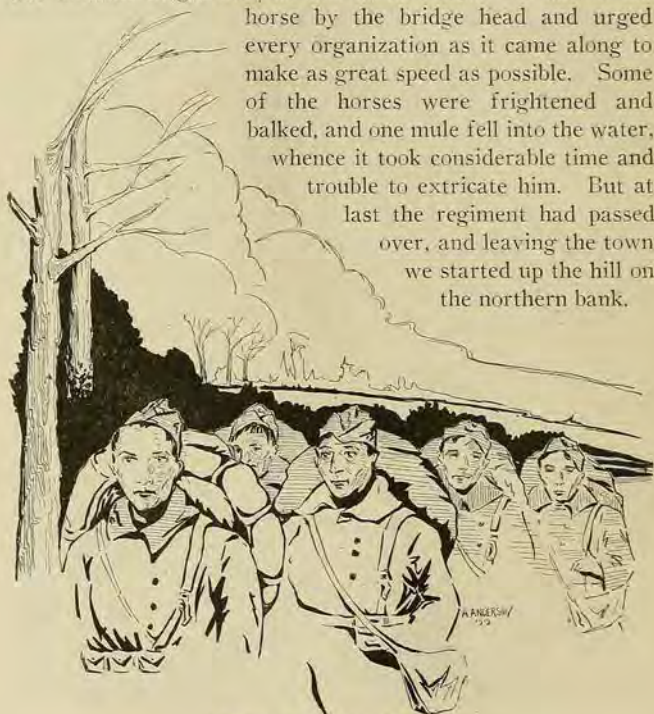


Crossing the Marne at Château-Thierry

the famous bank of the Marne. The old bridges had been destroyed, but a pontoon bridge had been constructed, and on this we crossed. Our progress through the city had been delayed by a freight train which cut in between batteries as the column was passing the railroad and stood for a half hour directly in the way. The result was that we were holding up the entire brigade on the road behind us, and Colonel Briggs was anxious to get over as fast as he could. He sat on his

horse by the bridge head and urged every organization as it came along to make as great speed as possible. Some of the horses were frightened and balked, and one mule fell into the water, whence it took considerable time and trouble to extricate him. But at

last the regiment had passed over, and leaving the town we started up the hill on the northern bank.



Slowly We Plodded Our Way

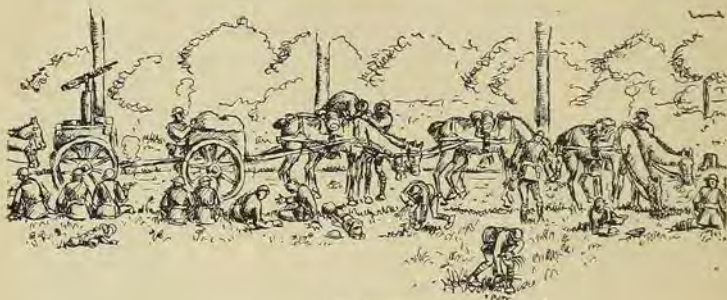
As we reached the crest of the hill we looked to the north, and there, on the far horizon, was a continual play of what looked like heat lightning. We watched the flashes come and go, and gradually the significance of it dawned on us: we were looking toward the battle front, and the flashes were the flashes of guns and flares and rockets where at that very moment good American troops were struggling with the Boche for mastery of the hills beyond the Vesle!

Fascinated as we were by the sight, it was necessary to look sharp about us, for we were passing now over roads where recently the fighting had been intense, and there yawned beneath our feet shell holes and mine craters which must be compassed with great care by the guns and vehicles. Slowly we plodded on our way, through shattered villages and wasted fields which brought us from time to time that unmistakable odor of death. After toiling up a long and difficult hill over the roughest of country roads, we came at last to a clump of woods where the order was given to park our guns and pitch camp for the rest of the night.

On waking up in the morning we found that we had been sleeping on a veritable battle field. In the thick underbrush about us were innumerable little pits, half covered with branches, where Boche machine guns had been planted to pour their deadly fire on the French and American troops as they advanced up the hill. One man found that the little mound of earth he had used for a pillow was a grave. Nearby was another grave with no mound whatever over it, and the feet of the corpse were sticking out of the ground. Everywhere scattered over the hillside were the things which the Germans in their retreat and the Americans in their pursuit had thrown away to lighten their burdens in the furious running fight,—rifles and ammunition, blankets by the score, helmets, canteens, cartridge belts, and every conceivable object the ridance of which might make for freer, faster movements. It

was a dismal place, and yet it had a morbid fascination for the men, and they spent hours rummaging through the woods and looking for traces of the battle.

As we took the road about dusk that night we realized that we were coming close to the front, for in the gathering darkness the lightning in the sky to the north became more and more vivid, and we could from time to time hear the rumble of guns. Red flares blazed up and threw a lurid glow half-way across the heavens, and then died down again, leaving the sky black



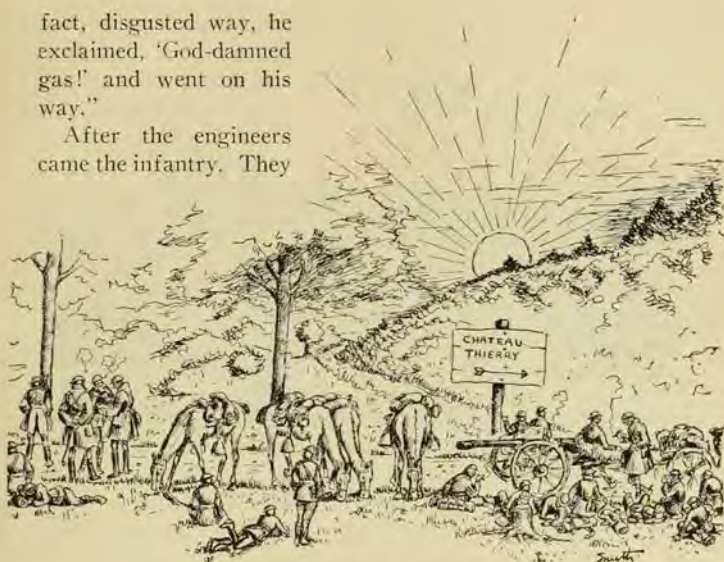
Ten Minute

save for where that constant flicker of light showed where the battle was raging.

Late in the evening we began to pass a stream of troops coming back from the front. They were a part of the 4th Division, which was being relieved by the 77th after several weeks of terrific fighting through the Château-Thierry drive. First came a regiment of engineers, stumbling along over the shell-torn road, grumbling as they went. "I don't know what ailed them," writes an officer in his diary, "but I never heard such a lot of growlers. We all remarked it. Doubtless they were tired out. One man stopped right alongside my horse at a halt, leaned over and vomited. Then, in a matter-of-

fact, disgusted way, he exclaimed, 'God-damned gas!' and went on his way."

After the engineers came the infantry. They



Halts for Rest

cursed us softly from time to time for being in the way, and for being mounted while they had to travel on foot. They overlooked the fact that at least half of our men were plodding along with packs like themselves. Especially were they irritated by presence of a band.

"Look!" they cried, one after another, as they passed. "These guys have got their band with 'em. You won't need any bands up there, Buddie—you'll get all the music you want!"

But at our halts they stopped and chatted with the artillery, told them wondrous stories of their adventures with the Hun, and wished us joy. "Give 'em hell!" was the slogan all along the line. "Go to it! They'll need all the guns you've

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We had hardly begun to doze when suddenly there was a terrific report which sounded very close, and at the same time an enormous white flare burst over the edge of the woods and floated down among the trees. A dozen Klaxons screamed the gas alarm. Every one was up in an instant, and the cry of "Gas! gas!" could be heard on all sides. Fumbling in the dark we pulled out our masks and put them on, and then there was a rush for the picket lines to get the horses protected. Hardly had this been done when Major Sanders's voice was heard above the din, "Gas masks may be removed!" Some of the battery commanders, before repeating the order to their men, despatched their gas sergeants to the Major's tent to find out what was up. "False alarm!" was the report. So we took off our masks and lay down again.

Within a few minutes there came again the rasping of a Klaxon, and immediately every guard in the camp began to sound the alarm once more. This too was found to be false. Major Sanders, who was in command that night in the absence of the Colonel, gave orders to the officer of the guard that no alarm was to be sounded without an express command from the gas officer, Lieutenant Keller.

But fear of this dreaded device of the Hun overcame even the Major's orders, and within an hour one of the guards, hearing a gas alarm way down in the valley, thought it his duty to warn the camp first and get his authority afterward, and turning to the tree where his Klaxon was mounted, he seized the handle and ground away for dear life. By this time every one was exasperated, and yet no one was quite sure that it might not be a real alarm, so for the third time the whole camp was roused.

"Put that man under arrest!" shouted the Major. "Officer of the guard, arrest that man! There is no gas whatever in these woods!"

Then at length the alarms were at an end. The men lay

down again, and this time they slept soundly until the sun was well up in the heaven.

When we looked about us in the morning, we found that we were near the edge of the woods on the crest of a hill. Below us in the valley lay the little village of Mareuil-en-Dole, through which ran the main road from Fère-en-Tardenois to Fismes. All about us among the trees were shallow trenches which had been used by the infantry when the battle passed that way. Machine gun emplacements were also numerous, and there were a few rude shacks which had once been used by the Germans for officers' quarters and as stables for their horses. The smell which we had noticed all along the way from the Marne was here overpowering. We had been nauseated by it the previous night when we moved in, and when day came the cause was not far to seek: within a few yards of us were a number of dead horses. Indeed, the whole countryside was littered with them, and although our men were immediately started on the happy task of giving them decent burial, the stench they made had permeated the ground and the air, and during our whole stay in the sector it was part and parcel of the atmosphere we breathed.

Along with the dead horses must be mentioned the flies. France is not noted for its good sanitation even in peace times; and during the war towns and villages abounded in filth where flies thrived and multiplied. Added to the swarms which came from such places were myriads breeding wherever troops had lived or battles had been fought,



Eating Was Never a Pleasure

and in the Vesle sector they were so thick as to be almost unbearable. Even with the best of food, eating was never a pleasure. The worst little railroad restaurant in America is a paradise of cleanliness; so far as flies are concerned, compared with mess time in those woods. Not until night fell was there any peace; and even in the dark the slightest touch on the under side of the shelter tent brought down a buzzing shower of flies.

After our experience with the flare on the previous night, and with the sound of aerial bombs which had seemed so close at hand, we wondered whether we were not by this time nearly to the front. At first we were told that we should probably make one more move forward, but the following day the Colonel brought us word that, for the present, the Nesle Woods was to be our echelon, and that the batteries would go into position immediately. On August 15th, shortly after supper, B Battery's guns were on their way, and before the night was over, all the firing batteries had taken over the positions of their predecessors. The long-expected day had arrived: at last we were on the real firing line!



CHAPTER VII

ON THE VESLE FRONT: FERME DES DAMES

In order to appreciate the events of the next few weeks, one must understand the situation which prevailed when the 77th Division moved into the sector. In the early part of the summer, the Germans, starting north of the Aisne River, had made a terrific drive into the Allied lines between Soissons and Rheims. With seemingly irresistible force, they drove toward Paris a wedge, the apex of which rested on the Marne River at Château-Thierry. On July 18th, the French, finding themselves attacked again in this vital spot, called on General Pershing for help, and, reinforced by a few American divisions, they hurled themselves on the front and flanks of the German salient, carried the Germans off their feet, and rushed them back from the Marne and across the territory they had previously taken. On August 4th they made a stand on the Vesle. For a while the lines were not stabilized, but in general, the front between Soissons and Rheims followed the course of the Vesle River.

The sector we were to occupy had been held by the 4th American Division. They had driven the Germans across the river at Bazoches while they themselves occupied the little town of St. Thibault on the south bank. Repeated attempts to get

across and take Bazoches had failed, because the Germans were not only in the town itself, but were strongly intrenched on the high hills beyond. There they had massed machine guns and artillery which completely controlled the river valley.



Chery-Chartreuve

At this time the fighting had been what is known as "open warfare," as opposed to "position" or "trench warfare." That is, the armies had been working through open country, and without stopping to construct any permanent infantry trenches or gun emplacements, had moved rapidly, taking advantage of such natural protection as was available to cover their maneuvers.

When we moved into the sector, therefore, we found that, while the fighting had practically settled down into position warfare, we were expected to take over gun positions which were never intended to be anything but temporary. They were right out in the open (with the exception of Battery A's, which was in the edge of a wood), with no protection from shellfire except the flimsiest sort of dugouts, and no screening from aerial observation except camouflage nets on poles, which formed a sort of transparent tent over each emplacement. They were in full view from a half-dozen balloons which hovered above the German lines, and every man who approached

must have been plainly visible to the vigilant Huns. As soon as Colonel Briggs had looked over the ground with his battalion commanders, he asked to be allowed to select new positions for his guns; but for some reason it was denied him, and he was told to take for the time being the crude emplacements which our predecessors were turning over to us.

Roughly speaking, our field of activity was a hillside, with woods on the west and along the crest at the north, the main road from Mareuil-en-Dole to Chery-Chartreuve at its base on the south, and the village of Chery-Chartreuve on the east. Well up the slope and right out in the open stood the Ferme des Dames, where the infantry regiment we were to support had its headquarters; and ranged about to the east and north lay our battery positions. E and F were close together, between the farm and Chery-Chartreuve; D was a little farther north; B and C in front of the farm and just south of the edge of the woods along the crest of the hill, while A was in a point of woods which jutted out from the west. Major Devereux had his P. C. in a ravine behind his batteries, close by a battery of the 306th F. A.'s howitzers; and Major Sanders installed himself in a dugout in the woods behind Battery A.

A few days were spent in improving the gun pits and digging trenches and dugouts for protection, establishing observation posts and registering the guns on certain targets across the Vesle. There was little or no shelling

by the enemy, but his airplanes were overhead nearly all the



Ferme des Dames

time. They met with no opposition—we never did discover where the Allied planes kept themselves on this front—and the Boche aviators swooped low over our guns, took photographs, studied our movements, and made a thorough survey of the situation which boded ill for the security of our men. The battery commanders knew that it was just a question of time before the German artillery would cut loose.

On the morning of August 19th, B Battery's cannoneers were at their kitchen in the woods west of the guns, when the first shock of real war was driven home. Without any preliminaries, a shell crashed into the midst of the group, and three men were struck—Corporal McCourt, and Privates Anderson and Houseman. They were given first-aid treatment by Private Prior of the Medical Detachment, and carried to the nearest surgeon. On the way to the dressing station, more shells began to fall, and Prior and Stewart, who were carrying Houseman, were both wounded. Houseman did not live to reach the ambulance station, and Anderson died on the way to the field hospital—the first men to have their names go on our honor roll.

The next morning, August 20th, it was C's turn. About nine o'clock several batteries of German artillery opened a concentrated fire on both B's and C's positions. The men all took refuge in dugouts or dodged into the woods, but suddenly the fire shifted from the gun emplacements right into the woods where a number of Battery C men, including Lieutenant Dodge, were located. As shell after shell whizzed and banged about them, they all jumped into little two-man "rabbit holes." Mechanics Angrisano and McConville were together in one hole, when Corporal Frey, who found he had not time to reach his own place, jumped in with them. Immediately there was a terrific explosion—a shell had plunged right in on top of them. All three were instantly killed. As soon as there was a lull Lieutenant Dodge, himself wounded in the chest, ordered

the men to scatter, while he walked down to the aid station to have his wound dressed. The battery never returned to that position. A detail went up that afternoon with Captain Bacon and the Chaplain to bury the dead, and that night the horses were brought up and the guns hauled out and taken over the hill to a new position in the woods on the forward slope. Battery B, too, moved away and found a better place considerably to the left. Lieutenant Gannon, on two successive nights, returned with a single piece and fired from the old position—a task which required nerve on the part of the Lieutenant and his men. Aside from that, the place was deserted. The camouflage nets were left so as not to show that the guns had departed, and for days a rain of shells was poured on them every few hours, until there was little to be seen but wreckage.

The First Battalion headquarters came in for its full share of shelling, although there were no casualties. Directly behind Major Sanders's dugout was a battery of huge 155mm. rifles, and just in front of him was Battery C of the 306th F. A. with their howitzers. The Germans shelled both of these batteries consistently, and our men got the fringes of the fire. Shell fragments whistled through the trees and brought down showers of twigs and leaves, and at least one man, Private Hicks, was knocked down by an explosion close behind him. To add to the confusion, every time the great 155's, which towered up in the rear, let out their deep-throated roar, the concussion extinguished the candles in the major's dugout.

Meanwhile the Second Battalion was having its troublous times. The ravine where Major Devereux's P. C. was located, was a center of attraction for the German artillery. Day after day and night after night they would begin at the lower end, where the 306th's howitzers stood, and sweep up the ravine with high explosives which drove everybody into whatever underground protection was to be found. Particularly



THE VALLEY OF THE VESLE

disagreeable were the gas attacks every evening at supper time, which interrupted the meal and spoiled all the food.

The batteries of this battalion, being farther out in the open than any of the others, were subjected to terrific fire, and the men were at a disadvantage in not having any woods at hand to which they could scatter. Moreover, the



Out in the Open

constant vigilance of the balloons and airplanes made it very difficult to get food to the cannoneers by day, while the hellish shellfire which swept the hillside every night made it extremely dangerous to carry anything to them after dark. Ammunition, of course, had to be brought, and Battery D's first casualties were four drivers, Vannini, Bryant, Claviter and Kalf, all of whom were caught under fire while bringing shells to the battery. With several other men they had ducked under a fallen airplane for protection, when a shell struck the plane and exploded the gasoline tank with terrible results: Vannini and Bryant died within a few hours; Claviter, wounded in the hand, recovered eventually, but Kalf died in hospital. Sergeant Walters, of Battery F, who was with them, was killed instantly.

While ammunition must be delivered no matter what the cost, food simply could not be brought in bulk to the gun positions. The cannoneers had to watch their chances and sneak off to the kitchens in the woods, a few at a time, to get a hot meal and to carry back what hard tack and canned meat they could against the time when they should be unable to get away at all. Many a day they went hungry, and many an anxious hour did the battery commanders spend trying to devise ways and means of getting them fed.

Each battery in turn had its baptism of fire, and then a re-

baptism often repeated. One day no less than five successive times did the Germans concentrate a fire of gas and high explosive on D Battery. For two of these attacks the men stuck to their posts, but during the other three they had to leave. Yet, save for the drivers before mentioned, this battery suffered no real casualties until September 3rd, when Sergeant Weinbauer, in charge of an isolated forward gun, earned a citation for bravery. While he was firing on a German target, the Boche discovered his position and began to shell it. The enemy fire became so hot that the Sergeant ordered his men to scatter. Lying alongside the gun were some shells which had been fused, ready for firing. It is against orders to leave such shells about because they are liable to explode, and Weinbauer knew that to leave them there would endanger the gun. So, while his men obeyed orders and rushed for safety, this section chief remained behind alone to unfuse the shells. Disregarding his own danger, he performed his task; but as he turned to go a German shell burst at his feet, shattering both his legs. He was taken to a dressing station and from there sent to a hospital, but finally succumbed before ever he knew that his valor had won him a place in the nation's list of heroes.



A Shell Struck the Airplane

Already F. Battery had lost two men by shellfire—Sergeant Walters, killed with Battery D's drivers, and Private Moserowitz, who was felled by a shell explosion on a road near the guns—but worse fortune was to befall them. There

had just been a reorganization of the officers, due to the fact that Lieutenants Pfaelzer, Washburn and Watson, together with numerous other officers, had been taken away from the regi-



Our Men Got the Fringes of the Fire

ment and sent back to the States to help organize and instruct new artillery organizations. Lieutenant Tweedy had been sent to help Captain Ewell, who was now alone with his firing battery. That very night, while the crew of the first piece was preparing to shoot some harassing fire on a road within the German lines, the customary evening callers began to drop in. The cannoneers were at their posts: they were all so accustomed to shelling by this time that they paid no particular attention to the Pfzzzz-z-z-BANG! of one burst after another which plowed up the ground and threw chunks of earth all about them. The gunner, LeToile, was adjusting the sight, and Lieutenant Tweedy was leaning over his shoulder making

some suggestion; Hill and Robbins were standing at the trail, while Fatseas was stooping over to screw the fuse into a shell. Suddenly, with a roar that shook the whole battery, a German projectile tore through the camouflage net and burst right in the gun pit. Lieutenant Tweedy, his head covered with blood and his leg bruised so that he could hardly stand, struggled to his feet. Before him lay, Robbins, Hill and Fatseas, dead at their posts. Corporal Smith, blinded, for the time being, by a fragment that struck his eye, was groping his way about, and LeToile too was in need of surgical aid. Meantime the shelling continued, and it was difficult work to get the wounded down to a dressing station. Lieutenant Tweedy, who appeared to be the most seriously hurt, insisted that he was all right and for a while refused to let them carry him on a stretcher. The task was finally accomplished, however, without any further mishap, and then Captain Ewell ordered his men to evacuate the position. Next morning Lieutenant Norris and the Chaplain went back with a detail, and the three men who had lost their lives were buried where they fell. Eleven graves scattered about that hillside will make the Ferme des Dames forever a hallowed place for the men of the 304th F. A.

A curious part of this incident at F Battery was what happened to the gun. The explosion which killed the cannoneers whirled the gun right out of its pit, and dumped it on the left of the emplacement, facing at a right angle to its original position, but right side up and absolutely unscathed. It seems incredible that a projectile containing high explosive of such tremendous power could burst so close at hand, hurl a heavy gun out of its place, and still not injure the mechanism, yet such queer occurrences are not infrequent.

The Chaplain can testify to that out of his own experience. One Sunday afternoon, as he was riding through the woods on the forward slope of the hill, returning from a service at

Battery C's new position, the Germans began to sweep the edge of the woods with "H. E." Inasmuch as the shots were not falling on the road, he continued on his way; but suddenly the Boche shifted their fire to the road, and before the Chaplain knew what was happening, a shell burst right beside his horse. He felt the hot blast in his face, and a shower of dust, and then found himself on all fours in the middle of the road, while the horse trotted back down the hill. Although the shell had struck within a few feet and had blown him out of the saddle, neither horse nor rider was scratched. Such miracles were happening every day.

Not the least of the miracles was that, during all this time, Battery A in the woods, and Battery E in its more exposed position had had no casualties whatever. That this was not due to any lack of shelling is evident from the following extracts chosen almost at random from the diary of one of the cannoneers:

Tuesday, August 20th: With two aeroplanes to observe for them the Germans opened fire on us and continued, on and off, all day. In the morning under fire digging officers' dugout. Lieutenant MacDougall called for volunteers to return fire under direct aerial observation, and all promptly volunteered. A rapid fire quieted the Hun for a while. Under cover of darkness, Brown, Corbett, myself and a detail were sent for some logs in the woods and ran into heavy fire. At 11 o'clock we commenced firing at the Huns. At about 2 A. M. we were gassed and had to work with masks on. . . .



The Shell Had Blown Him Out of the Saddle

Brown had a shell knocked out of his hand by a flying fragment.

Thursday, August 22nd: About 7 A. M. Fritzzy fired on the road to our left and certainly made some perfect hits. The old planes began to fly about and hell was loose again. . . .

Tuesday, August 27th: At 4:12 A. M. we opened a rolling barrage of shrapnel. . . . After 79 rounds of this a normal barrage was called; 131 rounds of this was fired with shells flying overhead. Their firing became so heavy that we were compelled to leave the position. After fifteen minutes we returned and cleaned up. . . . About 6 P. M. was sent to new positions after Corporal Morrissey and his digging detail. Was almost hit by a German shell. Returned to gun, counted out enough shells for a normal barrage and fell asleep for a while. A very tough night for Brown, Clark, Potter and myself, all having chills, fever and diarrhea.

After that strenuous day described by the writer, E's cannoneers were routed out at 3:40 A. M. to fire a barrage, and it was that morning, during the firing, that their first loss occurred. Every artilleryman who uses the French 75 knows that, when firing certain kinds of ammunition, the gun is liable to explode at any time. Every 75 cannoneer knows that, whenever a high explosive shell fitted with an "I. A. L." fuse is slammed into the breech, the pull of the lanyard may mean death for any or all of the crew. It was with full knowledge of this that Sergeant Buehl was standing by his piece during that barrage on August 28th. Number Two shoved a shell into the gun; Number One closed the breech and reached for the lanyard; Sergeant Buehl, with an eye on his watch to see that each shot went at the proper moment, said, "Fire!" The next instant the gun was a wreck, and the cannoneers were standing over the body of their Section Chief. It was no one's fault: it is a part of the game. Adolph Buehl, and every other man who has been killed by his own gun in action, is far



FIGHTS IN THE AIR

more a hero, just because he knows the danger and disregards it, than many a soldier who is killed by a shot from the enemy.

Mention has already been made of the German supremacy in the air on this front. Many of our casualties were due directly to the fact that the Boche planes were able to come over any time they wished and adjust the fire of their artillery. Not only did scout planes hover over our lines and battery positions and locate the vulnerable points, with never an Allied plane to drive them away, but time and again battle planes swooped down from the skies and attacked the American observation balloons, forcing the observers to take to their parachutes and often destroying the balloons. Sometimes Allied planes would come out and give chase, but they never, so far as we could discover, brought down the enemy. On one occasion a Boche plane appeared high in air when there were several Allied planes about. Disregarding the anti-aircraft guns which threw a barrage of shrapnel all around him, and the Allied planes which pursued, the German aviator made a sudden dive for a balloon. Like a thunderbolt he dropped, head on, as if the machine were out of his control, while thousands of soldiers looked on cheering. Then, with a sudden swoop, he shot out past the balloon, poured a rain of machine gun bullets into it, and sped off. The



Changed Their Positions for Better Safe-
Guarding of Both Men and Guns

balloon burst into flames, and as it sank slowly to the ground, the Boche, with several Allied planes at his heels, made straight for another balloon, destroyed it as he had the first, and with incredible skill and daring escaped from his pursuers and disappeared toward the German lines.

But while our batteries were suffering casualties and being obliged, one by one, to change their positions for better safeguarding of both men and guns, they were also getting in some effective work on the German infantry lines and machine gun positions across the river. The barrage in which Buehl was killed was fired in support of an assault our own infantry were making on Bazoches. The town was not taken, but both the artillery preparation which preceded the attack and the barrage which swept along in front of the advancing infantry were pronounced decidedly well executed. On one occasion the French division on our left was planning a raid, and their commanding officer requested our help in silencing certain enemy machine guns which threatened the success of the operation. The First Battalion was given the job, and when the time came they gave the best that they had in support of their French neighbors. The next day Colonel Briggs received the following note from our Brigade Commander, General McCloskey:

“Headquarters, 152nd Brigade F. A.

A. E. F. August —, 1918.

“*My dear Briggs:*

“The French Colonel who conducted the operation last evening was delighted with your fire because not a single machine gun was in action from the place on which your fire was directed.

“Sincerely,

“McCLOSKEY.”

Colonel Briggs had copies of the note made and sent them to every battery that had taken part in the firing, and it was

an immense source of satisfaction to the men, not only to realize that their heavy labors were counting for something, but to be assured that they were developing real skill, and that officers higher up were recognizing the fact.

While the men at the guns were thus engaged, those in the stations farther back were busy at their own tasks. Regimental headquarters was in the Montaigne Farm, on the opposite slope directly facing the Ferme des Dames,—a great group of white buildings in the midst of a green landscape, plainly visible from every enemy balloon. Why it was never shelled, no one will ever know. The strictest discipline was maintained in regard to going in and out when airplanes were in sight, and every possible precaution was taken to make the place appear deserted; but with the frequent visitors from outside who did not understand the principles of concealment, and with the unavoidable activity connected with such an office, it is inconceivable that the Germans should have been fooled into thinking the farm was unoccupied. Nevertheless, the fact remains that, while the Boche occasionally dropped his shells very close, he never appeared even to try to hit the farm, and the headquarters staff had a comparatively peaceful time.

The Headquarters Company echelon was in the woods behind the Montaigne farm, where they could furnish horses or messengers or special details of men as they might be needed

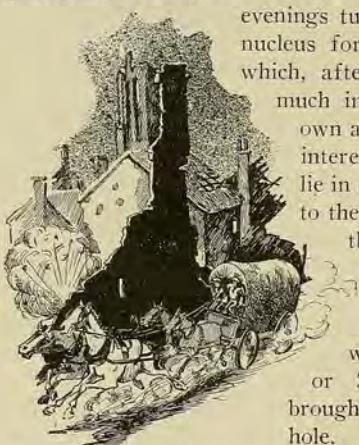


And Buried the Dead Ones

by the regimental commander. Here life was decidedly peaceful. It was within easy range of the German guns, to be sure, but apparently there were not enough troops in the wood to make it worth while to waste ammunition on them. The band, armed with grooming kits and picks and shovels, cared for the live horses and buried the dead ones, which our predecessors had scattered over the landscape. "The Dead Horse Brigade" these musicians called themselves, and they used to sing, as they went forth to their cheerless task, to the tune of Chopin's Funeral March,

We are the men of the Dead Horse Brigade,
We are the men of the Dead Horse Brigade,
Glory hallelujah, Glory hallelujah!
We are the men of the Dead Horse Brigade.

Singing became a real feature of the Company's life. Five or six men with an ear for harmony used to make the long evenings tuneful, and they formed the nucleus for the regimental Glee Club which, after the armistice, helped so much in the entertainment of our own and other troops. It was an interesting study in contrasts to lie in one's tent at night and listen to the boom of cannon yonder on the opposite hill, while the strains of "O Sole Mio," sung by Private Trepani, drifted out from the woods where the men were grouped, or Stange's "Mess-Kit Rag" brought chuckles from every funk-hole.



Through the Wicked Shell-Fire

The main echelon was back in

the Nesle Woods, where the regiment spent the first night after its arrival in the sector. Except for an occasional bombing raid on the division headquarters, which was in a nearby château, and one or two false gas alarms, the nights were peaceful and the days uneventful. There the horses and wagons were kept, and there lived those men who were not on actual duty with the firing batteries or headquarters details. Thither the cannoneers were sent when tired or sick, that they might have more sleep and better food.

The place itself was quiet and restful, but it must not be imagined that the men who lived there did not have their share of the dangers of work at the front. Every night drivers from the batteries had to hitch up their horses and take rations and ammunition over roads that were being shelled, and find their way through the impenetrable darkness of the woods; or drive to the firing batteries and haul the guns to new positions. Every night the wagoners and truck drivers from the Supply Company had to take out their big vehicles and run their chances of being ditched in shell holes or caught under fire at some cross road. It was hazardous work, but the men had nerve, and they were being directed by two officers, in particular, whom they admired and trusted—Lieutenant Murphy, who had immediate charge of the supplies, and Lieutenant Bruns, who looked after the ammunition. Many a night, when there was a particularly difficult haul to make, Lieutenant Murphy went out himself with the wagons, piloted them through the wicked shellfire on the cross roads at Chery-Char-treuve, directed the unloading and brought them safely back. Time after time Lieutenant Bruns, routed out of his tent at midnight by a telephone call for more shells, would mount his horse, ride back to the echelon, take the wagons out to some ammunition dump, have them loaded, guide them through woods filled with gas to the battery dumps, deliver what he had bought, and then, after starting his convoy on the home-

ward road, would come back to his tent and crawl into bed for a little sleep before breakfast time. The men would not only follow either of these officers anywhere, but would go for them anywhere, willingly; and often one or two teams would make these dangerous trips at night without guides to places they had never seen before. No driver, whether in a battery or in the Supply Company, had either a safe or an easy life.

Sundays were no different from other days, except for the services held by the Chaplain. It was not always possible for him to visit every battery, and sometimes when he arrived, firing by our own or the enemy's guns made any gatherings impossible, but usually he managed to cover on his rounds most of the regiment. There would be services at many of the gun positions during the day and another in the evening at the echelon. The response on the part of both officers and men was genuine.

Arrived at a battery position, the Chaplain would go to the P. C.

"How about a service to-day?"

"Is to-day Sunday? Fine!" would be the usual response. And then, provided there was a lull in the firing, the Captain would say, "Sergeant, tell the men the Chaplain is here for a service. They can stop all work. Just leave a guard on the guns."

Then men would gather—sometimes ten, sometimes thirty—and sitting on the ground in the woods, or even under the camouflage nets or in a gun pit, they would listen attentively to the Scripture readings and the Chaplain's brief talk, and enter reverently into the prayers.

Occasionally the services were interrupted. One Sunday at Battery A's first position, about twenty men, including Captain Lyman, were sitting before a communion table—an empty box covered with a white tablecloth, on which stood the silver plate

and cup. Suddenly, in the midst of the service, a shell whistled overhead and burst in the woods behind. Then came another and another, and still others, shrieking and banging and making such a racket that the Chaplain could hardly make himself heard. Presently one landed rather close, and splinters crackled through the leaves overhead. The Chaplain stopped for a moment and spoke to Captain Lyman.

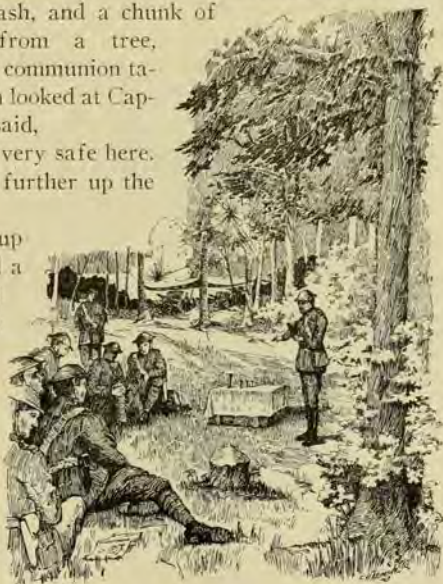
"If you think it better not to keep the men together," he said, "don't hesitate to interrupt."

"They seem to be going over us," replied the Captain. "Go on. I'll tell you if I think it is getting too hot."

The Chaplain proceeded for a few moments, but then there came a terrific crash, and a chunk of steel, glancing from a tree, dropped beside the communion table. The Chaplain looked at Captain Lyman, who said,

"I guess it isn't very safe here. Suppose we move further up the hill."

The men got up quietly and walked a couple of hundred meters through the woods. There they met a group of cannoneers on their way to relieve some tired gun crews. These were invited to join in the service, and, thus augmented, the



A Shell Whistled Overhead and Burst in the Woods

little congregation sat down again and the service proceeded.

In these meetings Catholics, Protestants, Jews, and men who professed no religious faith whatever participated. Common work and common danger broke down barriers and created a spiritual bond in which denominational differences were forgotten. Whatever their creed, men learned that they could worship God together and find the strength and peace which they needed in those days of toil and hardship. Of course the Catholics craved the ministrations of one of their own priests, and efforts were made to provide them with opportunities for going to confession and to mass. This was comparatively easy in the echelon, but rather difficult at the gun positions. At least once on the Vesle front, however, a Catholic Chaplain named Ronan, who was attached for a while to division headquarters, gave us two whole days, during which, piloted by Chaplain Howard, he visited every gun crew and heard confessions, and at one battery, with his altar set up on the tail of a ration cart, he said mass in the woods.

One of the principal factors in the splendid spirit of the men was the leadership of Colonel Briggs. Tireless, eager, enthusiastic, his personality dominated the regiment. Those who worked closest to him and saw him every day—his adjutant, the operations officer, the sergeant-major, the chauffeur who drove his car, the orderly who looked after his personal needs and took care of his horse—these knew best what a remarkable combination he was of driving energy and good humored kindness, of stern justice and sympathetic appreciation. But his influence reached out far beyond those who ordinarily come in contact with a regimental commander. Officers and men of all ranks found in him a personal leader and friend. He would appear, alone and unattended, in the most unexpected places: at the gun positions, at the echelon, in the woods, on the roads, in a telephone dugout or an observation post. And always he had a word for whom-

ever he met, be it a battery commander or a buck private.

Sergeant-Major Zeller, of the Second Battalion, tells of meeting him in the woods one day when he was out looking for a possible water supply for a new P. C.

"What are you doing up here?" asked the Colonel.

The sergeant-major explained his mission, and added that he had found a spring.

Colonel Briggs looked at him intently for a moment, and then said, with a smile, "A spring would come in handy for a clean-up and a shave, wouldn't it?"

Zeller remembered that he had not shaved for nearly a week.

Seeing his confusion, the Colonel felt of his own face and said, "Sometimes I don't get a chance myself to shave for two or three days at a time."

This kind of instinctive courtesy put men at ease in their intercourse with him, and it fostered a certain sense of comradeship between the soldiers and their regimental commander. The officers felt it too. A lieutenant, who had just had two very narrow escapes under fire, was standing one morning in the headquarters office, and the colonel was asking him about what had happened.



Lieutenants Lillibridge and Graham

"I think they're after me, Colonel," he said with a laugh.

Colonel Briggs laughed too; but suddenly, as the real significance of it dawned on him, he laid his hand on the officer's shoulder and said earnestly, "I hope they won't get you!"

One can readily understand with what mingled feelings of pride and disappointment the regiment received the news, on August 25th, that Colonel Briggs had been promoted to the rank of brigadier-general. His own feeling is best expressed by what he said, two months later, to the Regimental Association in New York:

"When I received my promotion I was pleased, of course. It came as a surprise to me, and I had only to thank the regiment for it. It was their work which brought it to me. I wanted to stick with it and to stay with it. But the promotion meant that I had to go elsewhere. Nevertheless, I did hang on even longer than the law permitted. I stayed with them almost ten days. . . .

"I have been in the service for twenty years, but the enthusiasm in that regiment is wonderful. It seems as if I never could stop thinking about it. . . .

"I never had to give an order about anything. All I had to do was to express a wish, a desire, and the first thing I knew it would be attended to.

"... I say 'my regiment'; it is no longer mine, and I have no right to talk that way. But it was mine once, and I shall always think of it as mine, because I enjoyed it so much, and became so fond of the men in it."



CHAPTER VIII

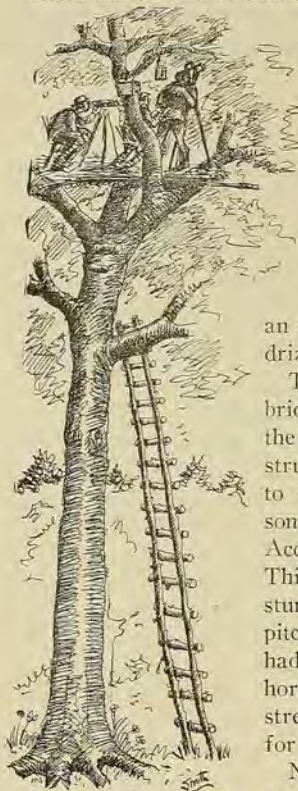
ACROSS THE VESLE: VAUNCÈRE

All this time the 153rd Infantry Brigade, which we were supporting, had been trying to cross the river and obtain a foothold in Bazoches. Every attempt had failed, because of the superior position of the German forces and the extreme skill with which they used their artillery and machine guns. It became evident that no frontal attack either in the 77th Division's sector or in that of the 28th on our right could succeed. Our only hope for an advance was that continued pressure by General Mangin's French army on our left around Soissons would force a retirement all along the line. Every day we could hear the French guns thundering, sometimes in terrific barrages which lasted for hours, and little by little news began to reach us that they were slowly forcing the Germans back.

Toward the end of August it became apparent that the Huns would be obliged to straighten their front and that retirement across the Vesle was imminent. General Alexander, in command of our division, began preparations for taking his troops forward. Vigilance in every observation post was doubled, and although actual troop movements were never seen until the very last day, great fires were visible behind the German lines, and we knew that the enemy was preparing to withdraw.

On September 4th came the order to advance, and the next evening our regiment, following a course parallel to the 305th on our right, moved forward over the hill and down into the valley of the Vesle.

There was a thrill of excitement about the fact that we were



Vigilance Was Doubled

now actually in pursuit of the retreating enemy, but there proved to be little romance about it. It meant the laborious work of breaking camp, packing and moving the wagons, bringing horses and limbers out to the firing batteries and hauling the guns from their emplacements, and finally, for most of the men, trudging along

an up-hill road under full packs in a drizzling rain.

The Germans had destroyed the bridges across the river, and while the infantry got over on a hastily constructed foot bridge, the artillery had to wait for the engineers to build something a little more substantial. Accordingly we halted south of St. Thibault, and after considerable stumbling and crashing about in the pitch dark in a wood which no one had had a chance to reconnoiter, the horses were tied up and the men stretched themselves on the ground for a little sleep.

Next morning, while the engineers were laboring with the bridge and the

road, we got a glimpse of what our infantry had been experiencing. St. Thibault was in ruins, and in among the débris of fallen buildings were the dugouts and shelters where the doughboys had lived.

The road leading into the town was in full view of what had been the enemy positions on the hills across the river.

There were open spaces in the streets on which Boche machine guns had played a murderous rain of bullets every time a soldier had showed himself. In the field that sloped down from the village to the river lay a great many American dead, killed in some of the early attacks. They had lain in No-Man's-Land for several weeks, because no one had been able to reach them.



Great Fires Were Visible

At length the bridge was finished, and we crossed over to Bazoches. There we had an opportunity to observe some of the results of our own fire. The town was reduced to a heap of crumbled stone, largely by the powerful shells from the howitzers of our neighbors, the 306th F. A. On the hill behind the town were innumerable machine gun nests. These had been our special targets, and there was a grim satisfaction in seeing how the ground around them was pockmarked with shell holes. In one abandoned nest sprawled four dead Huns: a silent testimony to the accurate shooting of one of our guns.

Meanwhile the Germans, closely followed by our infantry, had covered the ground between the Vesle and the Aisne, and, leaving a thin line of resistance along the bank of the latter river, had taken up strong defensive positions on the high hills beyond where lies the famous Chemin des Dames. (The

French had lost hundreds of thousands of men in this same spot in 1915.) With their artillery mounted on the almost impregnable height, the Boche now controlled the whole valley below them.

The American infantry advanced to the forward slope of the hill south of the river, facing the enemy, and the artillery's task was to go into position on the rear slope whence their fire could be directed over the heads of the infantry to the German lines along the Aisne and on the hills beyond.

As we moved forward through Bazoches, the regimental

What Was Left of the Village of Perles

headquarters and the First Battalion swung to the left and reached Vauxcéré, while the Second Battalion took the right hand road to Perles. These two villages lay on a plateau which had no woods and hardly any trees where guns could be hid. Little hollows in the open fields, and some old German gun pits (which faced the wrong way, of course) were the only positions at first



The Church in Perles

available. Captain Lyman did manage to find a grove for Battery A, considerably to the rear, but far enough advanced to enable him to fire effectively. Captain Doyle and Captain Bacon took their batteries right to the crest of the hill, with no cover except camouflage nets which were spread over the hastily dug gun pits. D and E went into what had been German emplacements, the former in a sunken road, the latter in the side of a bank that was honeycombed with abandoned Boche dugouts. Major Devereux with his battalion headquarters and Captain Ewell with Battery F found a ravine just outside what was left of the village of Perles.

Vauxcéré was built on a very steep slope, and just below the crest, on the side away from the Germans, were a number of caves. Into one of these General Briggs moved the regimental P. C. Outside the cave was a courtyard, and into the buildings which formed it went the kitchen and the clerks' office and a horse or two. Captain Doyle and Captain Bacon also used caves, both as P. C.'s and as sleeping quarters for those cannoneers not actually on duty at the guns. Major Sanders moved into a house on the main street of the town.

The place was full of troops. Besides our own, there was

one battery of the 306th, their heavy guns perched on the hill immediately over our headquarters cave, so that every time they fired the whole place rocked. Then there were infantry and



Perles

engineers a-plenty, not to mention General Wittenmeyer with his brigade headquarters.

The enemy soon discovered how populous the town was, and he systematically shelled it every afternoon. Those who were in caves

could afford to laugh at the explosions they heard, but any one who happened to be on the streets or in one of the houses was likely to have a lively time of it. Major Sanders and his adjutant, Captain Perrin, in their first-floor rooms used to have tea about four o'clock each day, and invariably the shells began to fall just at tea time; but although the blinds often rattled and occasionally neighboring houses caved in, no shell ever succeeded in breaking up one of the Major's tea parties.

Not only the town, but the whole hill top was subjected to a deadly harassing fire every day. The night Battery C moved into position, just as the third gun had left the road and was being hauled around to the place prepared for it, a shell burst right beside the lead team. The driver, Owen Pierson, and both his horses were killed outright, while on the swing team, just behind, Private Gaughn was mortally wounded and both horses were killed. The wheel driver, Akvick by name, displayed remarkable courage and presence of mind. Although the shell which had played such havoc had struck right in front

of him, and others were falling all about, he went to the aid of his fallen comrades, helped carry them to a trench where they could receive medical attention, unhitched the dead animals, moved the gun into position with the two horses that remained, and drove his limber back to the echelon.

Battery D, in their sunken road position, were soon located by the German artillery. One morning about dawn, when every one was asleep except three men on guard, Captain Mahon heard the familiar sound of in-coming shells. He looked out of his dug-out to make sure that his men were all under cover, and seeing



Went to the Aid of His Fallen Comrades

no one about took it for granted that all were safe. Calling out that every one should lie low until the shelling was over, he went back into his dugout. A few minutes later, when the



Looked Out to See if His Men Were Under Cover

fire had ceased, Lieutenant Thomas came out and started along the road. Suddenly, from one of the little hollowed-out places in the bank, covered over with corrugated iron, in which the men slept, he heard a cry for help. Darting to the place, he found the three guards, McDevitt, Lincoln, and Pessalano, buried under

a mess of *débris*. They had all taken cover there when the shelling began, and a projectile had made a direct hit on the dugout. McDevitt alone was still alive. The other two were buried that day within a few yards of the spot where they had fallen, while the wounded man was sent away in an ambulance. He, too, died within a few hours after reaching the field hospital.

Battery F, in their ravine on the edge of Perles, were subjected to what most men are agreed is the most terrifying form of hostile fire, namely night bombing by airplanes. The machines can be heard very distinctly overhead, yet it is impossible in the darkness to tell where they are. One listens tensely to the *Zzzz-Zzzz-Zzzz* of the motor, and then suddenly the noise stops: the aviator is releasing his bombs. Bang-bang-bang-bang-bang-bang! they fall in quick succession, and once again the motor resumes its *Zzzz-Zzzz-Zzzz* as the plane sails off.

On this particular night, Battery F was preparing to move into a new position, and the horses had been brought up and were being hitched to the pieces. A plane was heard in the sky, and all at once a brilliant flare of white light burst overhead and floated gently down across the ravine.

"Drivers, stand by your horses!" shouted Captain Ewell. "Everybody keep still! Don't move!"

It was an awful moment. Every man and horse stood out in bold relief, the men with their faces upturned, the horses with their ears alert and eyes staring. No one stirred. Then, as the flare died out, the plane swooped down and crossed diagonally over the ravine, releasing as it passed a set of six bombs. With a deafening racket they burst, scattering fragments through the ravine, and startling the horses.

"Is anybody hurt?" called the Captain. No one answered; but presently, as he made his way to where the teams stood,

he heard a groan, and stooping over, found Private Rosner with his arm badly shattered. It was a miracle that there were not more casualties.

While the firing batteries were having these harrowing experiences, some of the men at the rear were getting their share of excitement. "Life at the echelon" is a by-word among those whose work takes them forward into the danger zone. The echelon must be near the source of supplies, and it is supposed to be free from danger—a place of comfort and ease. The following extracts from a cannoneer's diary show the attitude.

The writer had been having a strenuous time at the front: "Guard duty from midnight to 1 A. M. Up at 7 o'clock. Barrage from 7:15 to 1 P. M. At mess time the Huns sent over several shells which clipped off two Battery E men and others from other organizations. Helped carry up Private Shannon, who was badly wounded."

Then comes a change: "Ordered back to echelon. After a difficult trip arrived there about 11 P. M. Sergeant Dunphy treated us to stew, bread, coffee and prunes. This is the echelon life." Next day: "Washed socks and towels, good face wash and wrote letters till noon mess. Rest all P. M. and good sleep through a rainy night." Next day: "Up at six—pancakes for breakfast—5 packages Melachrinos—life of Riley—biscuits galore for supper."

This is how the cannoneers feel about the echelon; and yet the place is always within easy range of the enemy artillery, and it was this same Battery E echelon which was treated one morning to one of the severest shellings that the regiment has known.

A wagon had just driven in with a load of supplies and with mail from home. The mail clerk, George Seiber, was sorting the letters and a group of eager soldiers were standing about, when suddenly Pfzzz-Bang!—a shell crashed right in

among them. Pfzzz-Bang—another, and another, and still they came. Seiber was killed outright. Seven others were wounded and had to be evacuated, three of whom—Grace, Stillinger and Ormstadt—afterwards died in hospital. As soon as there was a pause, Sergeant Stine, who was in charge at the time, ordered the men to get ready to move at once; but first it was necessary to bury poor Seiber. The burial squad were interrupted time and again by shells before they could finish their work. There was not time to get the Chaplain, who was in Vauxcéré, but Private Brown, who had a prayer book in his pocket, read some Scripture and a prayer when the grave was finished.

Emphasis has been placed on these shellings which the regiment received, because for a while to many men that seemed to be the principal part of our existence. General Briggs, in his speech to the Association, explained the reason:

"The Germans knew that they had strong positions here, and put some of their very best troops in front of us. They were Prussian divisions—well-known divisions—that had been through the game, and they knew something about fighting. We were just a little bit new. At first they had us at a disadvantage. We never saw them, hardly. We heard them and felt them, but they knew how to take advantage of cover. It was like fighting in the dark. But it wasn't long before our men had learned the same game, and we gave them a little bit more than they had bargained for."

One day Lieutenant Boyd, of A Battery, who was representing our First Battalion as liaison officer with the 306th Infantry (for each battalion of artillery keeps an officer and several men on duty at all times with the infantry it is to support) telephoned to Major Sanders that two platoons of German artillery were giving the infantry a very uncomfortable time by systematic and accurate shellfire. Careful observation had given the exact location of the guns in question, as well as a house where



FISMES

apparently their kitchen was stationed, and the infantry wanted us to try and silence them.

Instead of the usual harassing fire, Major Sanders tried a different method. Each of his battery commanders was given the necessary information and told to calculate his data for firing on these two platoons and on their kitchen, designated as targets number one, number two, and number three.

The order was then given to lay all the guns on target number one. Presently each battery commander, connected by phone with the major's P. C., reported "Ready to fire." Then the command was given, "Fire!" and in an instant all eleven guns (the twelfth was out of action at the time) went off with a roar. As quickly as they could be reloaded, a second round was fired. The whole volley lasted just seventeen seconds, and during that time twenty-one shells crashed in upon the German battery.

"Lay on target number two," ordered the Major at his phone.

"Battery A ready, sir," came Captain Lyman's voice after a moment. "B Battery ready to fire." "Battery C all ready."

"Fire!" And the second Hun platoon was smothered like the first.

After two rounds, the same method was used on the house where the kitchen had been reported as doing business.

The effect at the other end can be imagined only by one who has himself been under fire. It must have been overwhelming. At any rate, the infantry reported later that half of the house was torn away; and as for the two platoons of artillery, one of them was not heard from for thirty-six hours, and the other was never identified again. The same method of fire was used subsequently on many occasions by the First Battalion on villages, farms, and crossroads, and whenever observation was possible, the shooting was proved to have been tremendously effective.

The Second Battalion also had its full share in important

operations. The battalion commander had a peculiarly satisfactory experience during a big attack on the morning of September fourteenth.

In the advance from the Vesle to the Aisne, the 153rd Brigade, which we were supporting, had pushed right up to the river itself. On their right the 154th Brigade, and the 28th Division which adjoined it, as well as the French division beyond, had met heavier resistance made possible by the nature of the terrain, and had been brought to a standstill some distance short of the Aisne. The result was that the troops directly in front of us were exposed to a flank attack and to dangerous enfilading fire from Boche artillery.

The higher command, therefore, ordered a general attack along the whole front in order to advance the entire line up to the river, and our regiment was ordered to shift the direction of its fire to the right, so that the 154th Brigade, supported by our guns as well as those of the 305th F. A., might attain its objective.

For several hours on the night of the 13th every battery was hard at work pouring a fire of preparation into the German positions, and then at the zero hour in the early morning, our guns, worked by tired but dogged cannoneers, began a rolling barrage that crept forward in front of the advancing infantry.

The hours wore on with no let-up in the fire. The guns were so hot that more than one gunner, leaning over his piece between shots to adjust his sights, had his face scorched. The men could have cooked their dinner on the gun barrels.

Major Devereux, who had taken the precaution to run a direct telephone wire to the headquarters of the 308th Infantry, of the 154th Brigade, became impatient and called up Colonel Prescott, who was in command, asking for any information he might have about the progress of the attack. The reply was not encouraging. The troops had not been able to

keep pace with the advancing barrage, and were being subjected to a deadly flanking fire of artillery and machine guns which had, for the time being, blocked their entire progress.

"Can you suggest any change in my fire which would be more useful than this barrage?" asked Major Devereux.

"Just a minute, and I'll let you know," replied Colonel Prescott.

While the Colonel was investigating further, Major Devereux was endeavoring to gain permission from his regimental commander to slacken his fire so as to save ammunition.

Presently the telephone rang. It was Colonel Prescott. It seemed that there was a column of German infantry approaching a crossroad on his flank, apparently massing for a counter attack. This might wreck the entire advance of the 154th Brigade, and Colonel Prescott would like to have the Major open fire on the crossroad as soon as the Boche got there.

"Can you give me the coördinates?" asked Major Devereux. The exact location was given.

With Colonel Prescott still on the wire, the Major called up Captain Perin of Battery E and explained the situation. He wanted him with two guns to fire high explosive shells fitted with instantaneous fuses on that column of Boche infantry.

While Captain Perin was calculating his firing data, the telephone connection was extended to include the commander of the threatened infantry battalion, and he gave the information that the Germans were almost at the crossroads.



The Germans Were Almost at the Crossroads

Just then Captain Perin's voice announced, "Ready to fire."
"Fire!" ordered Major Devereux.

"Direction good—fifty meters over," came the infantry major's report a few moments later.

Another round was fired.

"A little too far to the right; range good," was the report.

"Left ten," said Captain Perin. "Fire!"

Again the two guns banged.

"One shot plumb on the crossroads, and the other very close!" came the excited observer's report.

With that, Captain Perin let loose a withering storm of shell that plastered the crossroads and wrought havoc with the troops as they came up.

"Good—that's great!" cried Colonel Prescott.

Then another voice broke in: "Who are all these people on this line?" It was General Wittenmeyer, and how he managed to get on the wire no one ever knew.



"Just wait a minute, General," said Colonel Prescott. "I have a platoon of 75's from the 304th shooting up a road full of Boche. We are in the midst of the firing."

"Fine!" said the General. "I'll get off the wire."

Then Colonel Prescott asked the Major to sweep northward along the road, and Captain

The Counter Attack Had Been Broken Up

Perin shifted his aim, drenched the whole region with a concentrated rain of fire until word came that no more was needed. The counter-attack had been broken up before ever it began.

This incident is interesting, not only because of the work accomplished, but because it had furnished a rare opportunity for demonstrating to the infantry we supported the effectiveness of artillery when it is given exact information as to what is wanted and immediate reports as to what is being accomplished. Nothing is more satisfactory to the artilleryman, and nothing more encouraging to the infantryman, than to know that the enemy is actually being demolished, and that every shot is counting for victory.

To mention all the events in which our batteries took part would be tedious. Enough has been told to show something of what the regiment was doing, and to indicate what the men were going through. It was a terrible strain on them. They were working night and day. They were dirty, and there was no chance for a bath or for clean clothes. Above all, they were tired. The lack of sleep, the never-ending labor, the continued nervous strain of being under fire, had brought many of them to the point where they did not see how they could hold out for another day. "If we could only get some sleep!" was the remark heard at every battery position.

The officers were as tired as the men. They did not have so much manual labor, of course, but they had more responsibility, and just as little sleep. Night after night the regimental commander and his adjutant would be routed out by a message from the infantry, or from the brigade commander. Captain Kempner, in charge of operations, would have to get up and lay out the work for the battalions. The battalion and battery commanders would be called up and given new orders, and they in turn would have to rouse their weary cannoneers for more firing. Lieutenant Bruns' endurance was taxed to the limit trying to keep everybody supplied with shells and fuses. The

runners were on the go with messages night and day. The telephone linemen were driven to distraction by the orders for new connections, and by the continual breaks in the wires caused by shellfire. To the battery drivers it seemed as though the guns were never allowed to stay in any one position for more than a few hours, so often were they called upon to take out their horses for moving the pieces.

The Supply Company men had to bring their wagons up every night across that bridge in Bazoches which the Germans were doing their best to

destroy, and over roads which were targets for expert Boche artillerymen.

Moreover, General Briggs had now left the regiment, having been

ordered to return to the United States to bring over a new brigade, and the lack



Runners Were on the Go with Messages

of his presence was distinctly felt. He had been replaced by Lieutenant-Colonel McCleave, who, although he was an artillery officer of some years' standing, had yet to win the confidence of the regiment. He was cool and deliberate, and we missed the eager interest in every detail to which we had been accustomed in our former commanding officer.

Other shifts among the officers had also taken place. Captain Ewell had gone to the Supply Company to replace Captain Garrett, who had been recalled for duty in the United States.

Battery F was given a new commanding officer—Captain Eberstadt, who, up to this time, had been Captain Mahon's executive in D Battery with the rank of first lieutenant. With him were assigned First Lieutenant Hunter, from Headquarters Company, who had just received his promotion, and Lieutenant Thomas, from D. Lieutenant Amy had gone from Battery A to Battery D. All these changes were necessary, but they involved a certain amount of readjustment and added to the general feeling of uncertainty.

In short, there was a universal longing for relief. More than four weeks of strenuous labor under conditions that were far from ideal had told on the spirits of our inexperienced troops, and they felt that they had earned a rest.

At last the longed-for day came. On September 14th, the very day of the attack just described, the order was received that we were to be relieved by an Italian division, and on the 15th, detachments of these troops began to move into the sector.

They were a queer lot! They had no telephones, no fire control instruments, no anything, except guns and ammunition; and they strolled in in the most casual sort of way, as if they were engaged in a play war. We wondered how they would fare at the hands of the experienced troops across the river.



The Germans Began to Shell the Town

Night came, and the relief began.

Italian officers had installed themselves in our headquarters cave, and our guns and wagons were moving out onto the roads for the hazardous march to the rear. The men in the courtyard around the cave were packing up their belongings and the office equipment, when, to our consternation, the Germans began to shell the town.

Not content with raking the streets, they began to drop shell after shell right into our courtyard. One struck the door of what had been the clerks' office, and burst into the room, wrecking a typewriter and tearing some officers' bedding rolls to tatters. Another landed just outside the kitchen, and the



There Were Some Narrow Escapes

cook, Peter Anastas, and Captain Kempner's orderly, Oscar Johnson, were both seriously wounded, (Johnson died afterward in a hospital). The cave, crowded with officers, both American and Italian, bustling about giving orders and attending to a hundred final details, while the two wounded men lay stretched on the floor waiting for an ambulance, and a third, slightly shell-shocked, sat staring blankly at the confusion about him, presented a scene which no one who was there will ever forget.

To add to our discomfiture, the Italian infantry had come into the town, and with an utter disregard for the precautions in which we had been so carefully trained, were massed in the streets, laughing and talking and lighting cigarettes with matches which flared up in the darkness, giving ample evidence of their presence to any aerial observers who might chance to be overhead, and blocking up the roads in front of our wagons.

Our route lay along the hilltop, through Perles, and then southward into the valley of the Vesle, not at Bazoches, where we had crossed before, but at Fismes. Every kilometer of the road was fraught with danger, and our convoys were intentionally broken up so as not to have too many troops in any place at once. Overhead we could hear the frightful scream of the high-velocity Austrian shells (familiarily known as "whizz-bangs" on account of the noise they make and because the explosion follows so quickly on the sound of the shell as it passes). Luckily there was no moon, and our movements were screened in a pall of thick darkness.

How the regiment ever got through unscratched no one knows. There were some narrow escapes. The head of the column was caught under fire at a crossroad where it had halted to make sure of the direction, and shell fragments whistled about. Some of the batteries reached Fismes just as it was being shelled, and had to pass through the ghostly ruins of the town while walls were tumbling into the streets.

But no one was hurt, and as mile after mile was passed, the sounds of battle grew fainter and fainter, and gradually died out altogether; and at length, after an interminable march, the regiment drew into a wood near the village of Gussancourt. There, in the broad daylight of a Sunday morning, a tired lot of soldiers stretched themselves on the ground for the first peaceful repose they had enjoyed in nearly six weeks.,



CHAPTER IX

A TEN DAYS' MARCH

That was a happy Sunday we spent in the Bois de Munier. A warm sun overhead, soft turf under foot, ample water near at hand for the horses and for washing, and, above all, the knowledge that we were out of the battle for a while and on our way to some rest camp for a clean-up and fresh clothes, made it a day long to be remembered. There was a sort of holiday feeling among the men. Mr. Dolphini dug into the baggage wagons and got out his band instruments, and about sundown there was a concert. The band was sadly out of practice—the players' hands were stiffened by manual labor and their lips had lost their skill—but their music seemed a thing divine! The Chaplain held a service in the woods, and although the fact that it was watering time for the horses interfered somewhat with the attendance, a goodly number of the men joined reverently in the worship and thanked God heartily for His goodness.



Night brought a welcome opportunity for more sleep. The lighting of fires or of cigarettes after dark was still prohibited, but there was a sense of security that no one had enjoyed for weeks.

Monday was spent in getting the wagons and horses, as well as a few blistered feet, into shape for the march that lay ahead, and that evening, after a hot supper, the regiment swung out of the woods and took the southward road.

That night we crossed the Marne again, this time in no feverish haste, but slowly and easily. The beautiful valley, bathed in moonlight, lay before us as the column wound down the hill to the bridge, and presented a picture that lingered in the minds of the most unpoetic. Then up a long slope on the southern bank, made easy by the fact that we could see where we were going, and by the evenness of the well-paved highway. Eastward then we turned, following the valley of the Marne, until, about daybreak, we reached our camping ground in a sweet-smelling pine wood.



The next night it rained. One who has never traveled on foot at night cannot realize what a difference the ability to see makes in the amount of fatigue one feels. In the moonlight, when the road lies ahead like white ribbon, and the surrounding hills and valleys and woods and fields stand out clearly and lend variety to the scene, marching is comparatively easy. But when



The Next Night It Rained

the sky is overcast, and no moon nor stars give their light, and the darkness is like a wall shutting the travelers in, the feet grow tender and stumble over pebbles, the pack becomes heavy, and every step is an effort. Or, if one is mounted, sleep attacks the rider with a sort of vindictive persistence, and will not leave him alone. He nods and droops, and

then, beginning to fall, catches himself with a jerk, only to lose consciousness again and be jerked once more into a half-intelligent realization that he must keep awake. Then he dismounts and tries walking, and at every halt leans against his horse and dozes anew with an overpowering drowsiness that



brings no rest. And when it rains, these conditions are aggravated by the water that gradually soaks through one's clothes and filters into one's shoes and turns the road under foot into a series of muddy pools through which horses and pedestrians splash and ooze their way.

Yet the men bore it patiently, because they were headed away from the front and toward some unknown haven of rest; and when, with the morning light, the regiment pulled

into a broad meadow, near the town of Epernay, and the sun, peering through the breaking clouds, revealed a fair hillside covered with vineyards, and streams of water near at hand, and cordial



Eager Offers of Eggs

villagers coming up with eager offers of eggs for sale, and wine, and good French bread, every one was content.

When, at evening, the regiment was preparing to resume its march, an unusual thing happened. Let a corporal's diary tell the story:

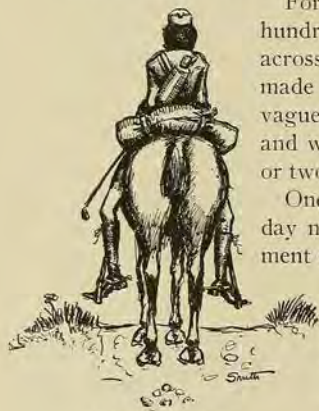
"About 11 p. m. . . . all the canonneers were given two days' rations and marched off through a drizzling rain to a neighboring town where we were hustled into trucks and on



our way. What distance we traveled and what route we followed that evening will always be a mystery to us. Suffice it to say that the trucks were loaded to suffocation and sleep was of course impossible. We rumbled and rocked along through the mud. The morning, though, was clear and bright. We passed scores of villages, all of which were well behind the lines, but which all had their quota of American troops. About 10 o'clock A. M., we arrived at the little town of Braux St. Remy. The battery was split up and billeted in different places, our section faring the best. We were assigned to a long stable, and here we enjoyed the luxury of cots, keenly reminiscent of Camp Upton days. The town itself is utterly devoid of any attraction, save for the one wine shop where John Barleycorn reigns supreme. For two days and a half we stayed here, led the simple life, with no drills and no formations—quite a contrast to what we had undergone at the front." And, one might add, quite a contrast also to what the rest of the regiment was undergoing in the meantime.

For while these cannoneers, some four hundred strong, were being conveyed across the country in trucks, the rest of us made our way on foot. We wondered vaguely where the cannoneers had gone, and why. Our answer came within a day or two.

One afternoon (we were marching by day now, and sleeping at night) the regiment came down into the valley of the upper Marne. We had been following a general south-easterly direction now for five days, and we were beginning to wonder where that rest camp was and when we should reach it. But when we saw the



A Familiar Figure

broad, green meadows of the river valley, with the stream meandering through them; when we parked our guns and wagons on the beautiful turf, and pitched our tents on the rich carpet of soft grass, we decided that, if only they would let us stay there, we could easily be content without any rest camp, for we could rest where we were and be happy. Men sprawled on the ground in utter abandon. The horses and mules were turned loose to graze, and some of the weariest-looking nags kicked up their heels and raced about like colts. It required considerable skill in stalking them to gather all the animals in when it was time to picket them for the night. There was a restfulness about the place that surpassed anything we had ever known in France, and our sleep that night was deep and dreamless.

The next day baseballs were produced, and although there were no set games there was considerable exercise for all who wanted to indulge in it, and the exhilaration of a real early fall day made everybody feel fresh and active. Several neat villages near by served as an attraction for some of the men, and they explored them at will and sought vainly for eggs or poultry. Alas, the 305th had got there before us, and there



The Picket Line

was not a thing to be bought! It was fun to wander around, however, and the desire to stay in that spot grew as the day wore on.

But about four o'clock a messenger dashed up on a motorcycle and delivered an order to Colonel McCleave which brought surprise and consternation to the whole camp. We were to



The Men Were All Under Cover

pack up and be on the road, ready for a march, within twenty minutes! And we did it, too. Such a bustling of preparation as there was during those next few minutes, such a buzzing of tongues, such a wild spreading of rumors! What was up? Where were we going? Why all this haste? Why another night march?

Presently we were on the road. Colonel McCleave rode along the column and spoke a few words to each organization commander, and as he passed down the line the ominous order was given out. "Gas masks and helmets will be worn." We were going back to the front!

What a gloom spread through the regiment! No rest, no bath, no clean clothes? Do they think we are fit for front line duty without them? Aren't there enough American troops in France to hold the lines without calling on regiments that have been doing their share for two months without a let-up? These were the thoughts that sped through men's minds as we crossed the Marne at Vitry le François and turned northward toward the front. Little was said, but a feeling of indignation ran high.

Perhaps the only man who was really happy was Mr. Newberry, the Y. M. C. A. secretary who had joined us the day after we had quit the Aisne, and who was eager for service at the front. Colonel McCleave rode up alongside the supply wagon on which he sat beside the driver, Bill Hawkins.

"Newberry, I've got some good news for you. We're going back into the lines, and I guess you're the only man here who will be thoroughly glad of it!"

The next day's march brought us to a little place called Busy le Repos. The very name was a mockery! It was Sunday, and a great crowd of the Catholic men thronged the little church, where Chaplain Sheridan, of the 305th, said mass. Chaplain Howard had arranged for a Protestant service in the afternoon in an old Y. M. C. A. hut, but when the time came the regiment was busy getting ready for the march again. In a driving rain that turned the roads into a morass the dreary column started on the worst hike in our whole history.

Mention has already been made of the difficulty of night marching in the rain. On this occasion the hardships were augmented by the fact that the route lay, for the most part, up hill, and by the depression which reigned among the men when they started.

How it poured! Within an hour every one was drenched to the skin. Up and up we climbed, until it seemed as if we must be reaching the top of the world. The horses were tired, and no one not absolutely needed for driving or working the brakes was allowed to sit on a vehicle, or even to take hold of a wagon or caisson. The packs on the men's backs grew heavier and heavier as the rain soaked into the blankets. Their shoes oozed with water. The riders, who must dismount at every halt to rest their horses, had to climb, when they started again, into wet saddles that gave a fresh chill with every mounting.

We passed through woods that cast additional darkness on

the road, and made it utterly impossible to see where we were going. Each man followed the one in front of him with a blind, dogged monotony of compulsion.

Then the column emerged from the woods and, still climbing, came out on a high plateau that was utterly bare of trees, save for an occasional row of thin poplars that swayed mournfully in the wind. There was nothing to offer any protection from that steady gale which drove the beating rain right through to the marrow of our bones.

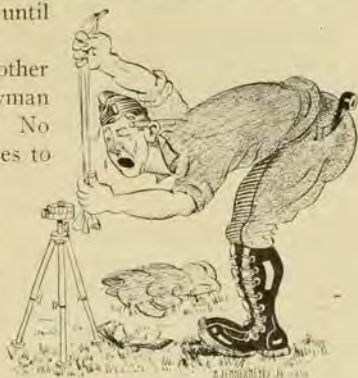
As we took our way on this interminable march, still in a north-easterly direction, evidences that we were nearing the front began to make themselves felt. Military traffic began to appear on the roads. As we turned into a great highway, there loomed in the darkness long trains of camions. Some hurried past us toward the rear, empty, but most of them were rumbling along in our direction, loaded with French and American infantry. Something unusual was afoot. A bewildered M. P. on a crossroad, questioned by one of our officers, said that troops had been pouring through for hours, and we could well believe him, for from every road that we passed new columns of men and guns and wagons streamed in to swell the volume of the mighty river of war traffic that moved on toward the front.

At last we turned aside into some black and wet and uninhabited woods. After crossing a bridge and pushing along a little farther in the darkness, the column halted, and the foremost wagons were directed to turn in to the left. One by one they bumped down a steep incline, wallowed for a moment at the foot, and then creaked their way into the blackness and disappeared. As each organization moved up to the place it was piloted into the woods by a drenched reconnoissance officer, and told where to put up for the rest of the night. No one could see his hand before his face. Not a light could be lit, not so much as a single flash from a pocket lamp. The

men had to feel their way around, and what they felt chiefly was mud. The ground under foot was nothing more than a marsh, and it was becoming more swampy every moment as the rain poured in and saturated the soft loam.

That was our camp. There the men pitched their tents, and there they crawled into their wet blankets and drowsed in a fitful, uncomfortable sleep until daylight.

With the dawn came another day of rest as the artilleryman on the march knows it. No reveillé nor drills, but horses to be fed, watered, groomed, and perhaps shod, harness to be overhauled and mended, wagons to have new wheels put on or springs repaired, wood to be fetched, blankets to be spread out in a vain attempt to dry them, and then the feeding and watering all over again until at last the order is given: "Roll your packs; harness up!"



Lieutenant Welling. "Lay on Me!"

During the day we tried to piece together the bits of information which had been picked up along the way during the march of the previous night. There were many conflicting stories, but on one point they seemed to agree: a great American offensive was in preparation, and all the available troops in our army were being rushed into it.

Before nightfall our higher officers, at least, had some definite information as to our movements. The 77th Division was to take its position in the heart of the Argonne. The infantry had gone in ahead of us, and were already concealed in deep ravines behind the front lines. The French, who had

been holding this sector by strongly fortified entrenchments for nearly four years, were to leave a thin garrison in the front line trenches, in order that the Boche might not suspect



the presence of American troops. Ever since the Crown Prince, in 1915, had been baffled in his attempt to force a passage through this forest, the two opposing armies had lived in comparative peace and quiet, each secure in the knowledge that the other could not possibly break through. Now the Americans, making their assault simultaneous with a general Allied attack along the whole front from Verdun to Rheims, were to try, by a sudden surprise, to rush the Germans out of their elaborate fortifications, and hurl them back out of the forest and into the open country beyond the Aire River.

The Village of Les Islettes

The rank and file, however, knew nothing of this. They knew only that here were more troops than they had ever seen before, and, tired and discouraged as they were, they could not suppress a feeling of elation that our regiment was to have its share in some great operation.

It was with a sense of growing interest, therefore, that they

took the road again on the night of the 24th, and, passing through the trim little town of St. Mennehould, "Queen City of the Argonne," moved eastward along the Paris-Metz highway.

On reaching the village of Les Islettes, our column turned sharp to the left and started due north along the road that led into the forest; and at Le Claon the headquarters and supply detachments, and all those who go to make up the echelon, turned aside. After toiling up a frightfully long and steep hill, they pitched their camp in a grove of superb beeches, while the firing batteries, joined once more by the cannoneers who had gone ahead in trucks, moved up the valley into the Forest of Argonne.

What a beautiful place it was. Lofty beech trees towered above the road, their smooth trunks gleaming in the moonlight, their tops lost in the darkness overhead. Deep ravines stretched away on either side, cradling soft blankets of mist. "Little wonder," writes one of the officers, "that the Argonne should have been from time immemorial the scene of tales of romance and of the supernatural. Indeed, our imagination refuses to connect these charming scenes with the modern offensive soon to start in their midst. It seemed as if the opposing forces in this great forest, after making futile attempts to destroy each other, had long since succumbed to the magic spell cast by these proud woods over the unseemly activities of warring human beings."

But there was enough of the actuality of war to keep one's thoughts from soaring too far. At one of our halts we saw tired doughboys lying all about by the side of the road, their packs still strapped to their backs, sleeping. Replacement troops they were, sent in to fill up the depleted ranks of our own infantry. Most of them had never been in the lines before.

Skirting the edge of the forest, the batteries proceeded

through several ruined hamlets, whose crumbling walls gave evidence that heavy shelling had once taken place in the now quiet region. Great shell craters yawned by the roadside, filled with water from the recent rains.

Presently they came to La Chalade, shell torn and deserted



Captain Ewell

save for a few soldiers on duty. One of the latter proved to be a marker left there by Captain Bateson, who had gone ahead to find positions for the guns of his battalion. He furnished the in-

formation that the batteries were to turn aside here and proceed up the steep road that led off into the forest.

The difficulties experienced by both

battalions in getting into position are well set forth in the following description written by Major Devereux:

"My route lay up a winding, narrow, and terrifically steep road flanked by high banks. It was necessary to clear and keep open this road before the battalion started up, otherwise we should be in a nasty jam.

"Urging on my horse, I had just reached a sharp turn, when my worst fears were realized. Down the hill in a steady stream came a column of motor trucks, swaying, skidding, and giving forth all the squeaks and noises peculiar to their breed. I yelled at the first driver to stop, but he paid no attention, and I narrowly escaped an ignominious death at his hands. Finally I obtained a hearing from one of his followers. He was one, he said, of a great many more behind that had just delivered ammunition to the gun positions and were going back for more. I inquired about the width of the road, and

learned that it widened out about a quarter of a mile farther on.

"'But there's a hell of a tie-up ahead of you,' said the driver. 'The road is covered with tractors.'

"Sending a mounted messenger back to hold the battalion until a clear passage was assured, I hastened up the hill and soon encountered the tractors. Looking like giant lizards of prehistoric times in the night mist, they literally sprawled all over the road, and with them a battery of eight-inch howitzers, covered with hugh fish nets and boughs.

"After much questioning, I found the lieutenant in command of these monsters. His temper was at the breaking point, for he had been ordered to be in position before morning, and here he was on the wrong road, with dawn threatening to break at any moment, and movement over this road in daylight strictly forbidden. But if he and his pets started down the hill, as he threatened to do, it was good-by to my own plans. In the most honeyed tones I could command, I reasoned with him, and he finally agreed to move to one side of the road and remain there. With much growling and snarling both by his men and by the monsters, a pathway was cleared.

"Meanwhile from up the road another truck, in trying to 'turn on a ten cent piece,' had performed the feat of the *Vindictive* in Ostende harbor, and beyond it were blocked a motley column of camions and motor ambulances. The drivers, dozing on their seats, awaited developments. Coaxing, cursing, ordering, pleading, I rallied a sufficient force to attack the truck, and, by overwhelming it with superior numbers, we soon had it turned about.

"Just as the trucks had moved far enough to leave a passage for the on-coming batteries, there suddenly appeared from nowhere an ammunition officer, who announced in no uncertain tones that he was from some army or corps ammunition park with orders to deliver many thousands of rounds of

Frenchman would have permitted the beautiful Bois de la Chalade to be thus laid waste unless great things were to come of the sacrifice? Ha, this was something worth being in—'the great offensive,' and perhaps, with the help of Providence, the last of the war!"

So the Second Battalion hauled its guns off the road and pointed them to the north, ready for whatever might come.

Meanwhile, Major Sanders, with his battalion, had come up behind, and, groping his way in the darkness, had gone into position a little farther to the west, not on top of the ridge, but well down the forward slope of the northerly ravine.

The stage was set, the troops were ready, and with eager curiosity we awaited the plan of operations for the Argonne drive.





CHAPTER X

THE ARGONNE DRIVE: "D DAY" AND "H HOUR"

Great operations like the one in which we were about to engage were planned, of course, by the supreme command of the Allied Armies. Each separate army was given its definite task in the general scheme, and each commander was respon-

sible for working out the plan of attack for the various corps under him. The corps commanders in turn laid out the work for the divisions, and the division commanders planned in the minutest details just what each brigade had to accomplish. From the brigade headquarters the regiments received their orders, which stated the precise method and schedule of every move that was to be made for days in advance. Thus the whole battle was conducted in accordance with a vast and intricate scheme in which every officer in command of a unit knew exactly what was expected of him. The infantry had certain definite objectives which must be reached within the time prescribed, and beyond them second and third objectives, all of which must be taken according to schedule. The artillery's work, some of which was controlled by the corps commanders, and some, like our own, by the division of which the regiments were a part, was all related to what the infantry was to do.

In this particular operation, the artillery was to prepare the way for the infantry, first by pouring a fire of preparation for several hours on specified targets, so as to harass and de-

moralize the enemy as much as possible, and then when the hour for attack arrived, by laying down a barrage in front of the infantry as they advanced and thus clearing the ground before them. Every conceivable detail, including the length of time for each phase of the work, the kind of ammunition to be used and the number of rounds per minute for each gun, was all carefully worked out and given to the battery commanders a day or two beforehand. The only information lacking was the day on which the attack was to be launched, known as "D Day," and the hour at which it was to begin, called "H Hour." Shortly before the offensive was to be set in motion, a message would be delivered to the regimental commanders giving them these two all-important facts, which would be transmitted to the battalion and battery commanders in time for them to comply with the orders.

The 77th Division, for the Argonne drive, was assigned to the 1st Corps, under the command of Major-General (afterward Lieutenant-General) Hunter Liggett. There was at that time but one American army—the First—of which General Pershing himself took command. Our division occupied the extreme left of the American sector, and its lines extended from the western edge of the forest about two-thirds of the way across the Argonne. The eastern part was held by the 28th Division (Pennsylvania National Guard), who had already been our neighbors on the Aisne. Our task was to advance through the heart of the forest, clear the enemy out of his strong concrete defenses, and shove him out into the open ground at the north where the Aire River flowed through St. Juvin and Grand Pré. His troops were not very numerous, but, in addition to his heavy fortifications, he had the advantage of a series of thickly wooded ravines which offered admirable cover for machine guns, and he had interlaced the underbrush with a vast network of barbed wire. The initial attack was to be made across a veritable wilderness of shell holes, mine cra-

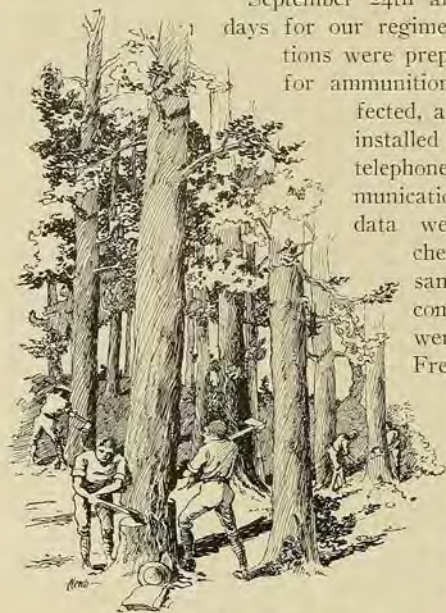
ters, abandoned trenches, wire entanglements and blasted trees—the No-Man's-Land of four years' position warfare—and against a series of trench fortifications which had been constantly improved year by year.

September 24th and 25th were busy days for our regiment. The gun positions were prepared, arrangements for ammunition supply were per-

fected, a liaison system was installed with runners and telephones for quick communication, and the firing data were calculated and checked.

Reconnaissance officers and non-commissioned officers went forward, in French uniforms, to the

front lines to locate observation posts. The most novel feature of the work was the preparation of the trees for felling in order to clear a field of fire for the guns. For two



Every Tree Was Cut Through

days the sound of saws and axes rang through the woods. Every tree which in any way obstructed the passage of shells was cut through so far that a few more strokes would bring it down. All along the ridge where the artillery was massed the splendid beeches which furnished such perfect concealment before the battle were to be demolished. They were

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"It was my first battle," he writes. "For three nights my sleep had been broken by the creaking and grumbling of guns and caissons hauled up the long hill past the echelon. I had heard that there were hundreds—some said thousands—of cannon being placed in positions beyond us.

"On the afternoon of the 25th Chaplain Howard asked me if I wanted to go with him to the front. 'Bring along your

Beside the Road Was a Shrine

money-order book,' he suggested. 'The men always want to send their money home when they are going into action.'

"We walked through an autumn wood, calm and peaceful in the afternoon sun. Beside the road was a shrine and a little chapel which had been used by

French troops, and we stepped inside for a few moments. Farther on was a graveyard behind stone walls, its garlands of artificial flowers old and broken. All was quiet. Even the road was deserted



Almost Hub to Hub

save for an occasional truck or wagon or a passing group of soldiers.

"It did not seem possible that battle was imminent in this great grove of beech and pine. The nets of camouflage that stretched across the road overhead (a device for preventing accurate observation of the highways by aviators) moved gently in the soft wind. Birds flitted through the trees or sang from the bushes.

"As we turned into the road that led up from La Chalade there was another and grimmer aspect before us. Here were the guns in position, French and American cannon of all sizes from 75's to siege guns. Almost hub to hub they stood among the trees, above and below the road. Their crews in khaki and horizon blue, an occasional group of red tufted French sailors to add variety, sat or lay about the guns or worked with ax and saw in the woods. . . .

"Arrived at the batteries of our Second Battalion, I ex-

changed receipts for the money our men were anxious to place in less hazardous situation, and dusk had fallen before I realized it. The Chaplain, returning from a visit to the P. C., suggested that we spend the night at the guns and hear the battle's opening.

"'The battle starts at dawn?' I asked. I had heard the rumor.

"'H Hour is 5:30,' the Chaplain confided. 'The artillery begins at half-past two. We might be of use,' he continued. 'There may be wounded.'

"I was willing if I would not be in the way, so together we walked on in the gathering darkness to the First Battalion, where, after a hasty supper in Captain Doyle's dugout, I was escorted to the first-aid station of the battalion, which was installed in the same dugout as Captain Lyman's P. C. The Chaplain, saying there was no need for us both to be in the one place, made his way back through the night to the Second Battalion.

"I felt woefully big, awkward and obstructionable in that little square hole in the earth. It was too small to cover its



In a German Dugout

needs even without me. In one corner at a crude table under a window double-curtained by a blanket was Captain Lyman with his executive, Lieutenant McVaugh. They were figuring and checking the data for the firing which was to

be done in the morning. A telephone on the desk buzzed frequent irritating interruptions which necessitated the intrusion of orderlies and runners through the curtained doorway of the cave and the further crowding of the room. I wondered how so tiny a place could possibly house a hospital.

"But the surgeon, Lieutenant Sams, was establishing one. In the farther corner, on a bunk, he had laid out his instruments and rolls of gauze and bandages, and the stretchers were leaned against the wall. Then he sat down on a blanket in his corner and began conversation. Lieutenant Sams was from Georgia and was a hunter, and we compared experiences in low voices that might not interfere with the Captain's calculations or his executive's check.

Lieutenant Sams was young; so was Lieutenant McVaugh; but Captain Lyman seemed nothing but a boy. He called in his four section leaders to hand them the written orders for fire. One of these non-coms on whose shoulders so much responsibility was placed was apparently still in his teens, so I asked his age. 'Twenty-one' was the answer, 'older than any of these others.' It was not a reassurance as to wisdom or profound judgment, as I remarked to the Captain. The latter added his own age to my indictment—twenty-three! 'A young man's war.' So it has been called, and so I admitted it that night. We men of mature age and experience were too slow of decision and action—we must sit in the corner of the dug-out and try to keep out of the way.

"The sound of shell fire, always in evidence at the front, became brisker and nearer. 'Incoming,' remarked McVaugh, reëntering from above after a look outside.

"A moment later they were bursting over us. A peculiar odor began to creep in, and instinctively, even before the warning word 'Gas!' I was fumbling into my mask. It was adjusted and I had begun smothered breathing before the Klaxon outside confirmed the alarm. When I had cleared my eye holes



NO MAN'S LAND—ARGONNE FOREST

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one glance told me the only issue. Captain Lyman knelt beside him and soothed him by words of well-earned praise, while the surgeon worked to make the last hour of the lad less painful.

"There were other wounds now to be dressed and a gas case to be doctored. I sat beside Manthe to ease his passing, pressing my canteen to his lips when the fever burned. 'You are going over, boy,' I said softly. 'Is there a message I can take?'"

"My mother—tell her I died like a soldier," he whispered.

"I voiced a prayer, the captain kneeling alongside, and Manthe closed his eyes for the last sleep. A few minutes later I nodded to the surgeon. He felt for pulse and heart, then placed a tag with penciled date and hour upon the breast and drew a blanket over the dead.



"Sergeant Young had been wounded in the wrist by a shell fragment but insisted on going back to his gun. 'Stay here,' his captain ordered, and the sergeant could but obey. The wound seemed slight, but the surgeon saw that it was a dangerous one with the possibility—afterward an eventuality—of serious complications; yet when, later in the day, I rode with the boy on the ambulance I was forced to use argument and finally diplomacy and coercion to make him go to a hospital.

"The gas case, Private Broderick, was apparently much more serious, for he was an extremely sick man with blinded eyes, a hacking cough and a nausea which was pitifully ineffectual of relief. But he improved rapidly under treatment and afterwards recovered quickly at the hospital. We all absorbed too much Boche gas that night. I picked up a cough which

lasted me several months. There were weak and watery eyes for days afterwards."

While these things were taking place in A Battery, the other organizations were having a more peaceful time. Nowhere else was any one hit with incoming shells. The German fire was evidently laid down somewhat at random, the gunners aiming for the road without any exact knowledge of where the guns were located. At the Second Battalion the Chaplain paid a visit to the aid station which Lieutenant McCaleb had established in a deep dugout, and asked to be called if any wounded should be brought in. Then he went to the only place where there was room for him—the dugout shared by the three battery commanders—and while the officers figured their data he went to sleep on Captain Perin's bunk.

About ten o'clock in the evening the order was given to fell the trees doomed to sacrifice. Details of men went out with axes to give the final blows. There was a grating, crunching sound, then a terrific crash, and the first great monarch of the forest plunged head foremost down the hill. From that moment on, the woods reëchoed with the swishing and crashing of falling trees, until the roar was so great it seemed as if the enemy must hear it. Toward midnight the work was all but finished and the sound died down; and then for some time, save for the hit-or-miss shelling by the Germans, the quiet was unbroken.

About two o'clock there was a stir all along the ridge as the gun crews, alert for the hour for attack, busied themselves with their final preparations.

While our men were thus engaged, there began a rumble of guns far off to the left. Nearer and nearer it came, as battery after battery all along the line received the command to fire. Then the heavy guns all about us burst forth with a roar that echoed down the ravines and rattled the doors and windows in the dugouts. The whole forest seemed to rock with

the concussion, and the sky was ablaze with flashes of light.

At their guns our cannoneers stood eagerly waiting, while the section chiefs, watch in hand, counted the minutes as the hands moved toward two-thirty. Then, at a nod from the section leader, each number two picked up a shell and shoved it into the breech of his gun. Number one closed the breech with a bang and took hold of the lanyard. There was a tense moment of waiting. Then, 'Fire!' In an instant every gun in the regiment leaped on its carriage and sent its shell hurtling over the tops of the trees in the valley below. Now the whole mass of artillery was crashing forth its storm of destruction into the trenches and dugouts and ravines on the other side of

No-Man's-Land. The roar of the guns, the tinkling of the empty shell cases as they were tossed aside, the voices of the officers and section chiefs as they gave their commands, the whizz of the departing shells all mingled in one vast racket and confusion of noise that no pen can describe.

While the opening of the battle was dramatic enough for those who were actually at the guns, in the dugouts of the battalion and battery commanders the momentous hour came and passed almost unheeded. Mr. Newberry was disappointed. "I expected excitement and movement," he writes. "Certainly the Cap-



A Shell on Either Shoulder

tain and his executive would bestir themselves and shout orders either directly or to messengers or over the telephone. This dramatic moment of a great battle's opening must have its setting on martial com-

mand. However, those last few seconds before two-thirty ticked away, while Captain Lyman and Lieutenant McVaugh figured and checked, and the surgeon cleaned his

instruments and the gassed men coughed. . . .



Our Fire Increased in Intensity

"When the guns had been busy for some time I went up the stairs to breathe deep of the sweet fresh air. Lit by the flash of the guns, there was a narrow trench through which men were hastening with a shell on either shoulder, a string of busy ants. There in the shallow pits worked the gunners, three or four to a cannon, throwing shells into the breach with incredible rapidity. But again I felt in the way—me with nothing to do when every one else had more than enough—and I started back to the dugout. Day was dawning,—a dawn through clouds of smoke.

"'All going out, nothing coming in,' laughed McVaugh beside me. I noticed that this noise was all our own. No Boche shells were bursting over or about us.

"'We've silenced them!' I exulted.

"'More likely they've turned them all on the infantry,' he replied. 'They know by now that something big is coming.'

"I glanced at my watch: 5:20. 'Nearly time for the start,' I said.

"'The barrage begins in ten minutes. Come and see what has been done by our fire.'

"We made our way through fallen trees to the brow of the hill to find that heavy smoke and fog in the valley made any observation impossible, and came back to the dugout. Captain Lyman, hatless and smiling, stood on the stairs breathing in the morning. 'Any view over there?' he asked. The lieutenant shook a negative.



A Chance to Get a Little Rest

"There had been no perceptible cessation in our fire, but now it increased in force and intensity. It was a monstrous kettle-drum with sticks in the hands of the god of war who rattled out noisy death.

"'They'll go over now,' yelled McVaugh above the roar.

"'God help 'em!' answered the Captain. 'Let's get breakfast.'

While these officers refreshed themselves with bacon, bread and coffee, and others, tired out with their night's labors, lay down for a snatch of sleep, and the cannoneers, working in shifts, continued their toil, the infantry went over the top. There was no wild charge with flashing bayonets and yelling fighters. Out of their trenches they filed through the fog and

smoke as, led by guides, they picked their way among the treacherous holes and ditches of No-Man's-Land to the gaps which had been made in the intricate tangles of barbed wire.



Prisoners Began to Appear

Moving single file in small groups they crossed that awful wilderness while the shells from their artillery screamed over their heads. They were greeted by the German cannon, which dropped high explosive and gas in their way, and, as they proceeded toward the enemy trenches a rain of machine gun bullets spattered about them. But the resistance was slight, for most of the Boche had either taken shelter under ground or fled before the murderous barrage.

Everything went according to schedule on this first day of the drive. As the infantry advanced, our guns slackened their fire and finally ceased altogether. Groups of prisoners began to appear as the morning wore on. Save for occasional firing by the big guns, the day was quiet on the Chalade road. Our men had a chance to get a little rest and to clean and grease their pieces. Toward evening word was brought that the division had obtained all its objectives. So far the drive had been a success, and yet we knew that beyond the positions which

had been captured lay several miles of unbroken forest where the Germans, now fully awake to the magnitude of the offensive, would undoubtedly reënforce and fortify themselves anew in their well-prepared positions and settle down for a stiff resistance to any further advance.





CHAPTER XI

THE ARGONNE DRIVE; THROUGH THE FOREST

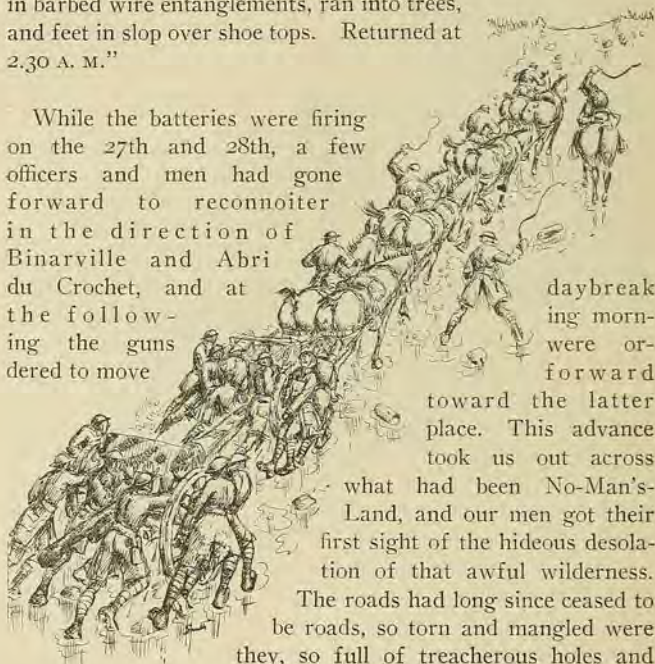
On the evening of September 26th the artillery was ordered to advance and take up new positions in support of the infantry. By eleven o'clock the batteries were packing up and moving out along the dark roads. Forward they went, through ravines, across brooks, picking their way in the night among rocks and stumps and trees. Sometimes the hills were so steep that six horses could not pull up a gun, and it was necessary to unhitch other teams and add them to the haul. Then, while the drivers urged and coaxed and swore, the cannoneers would put their shoulders to the wheels and heave, and the gun would lurch its way to the top. After many hours of labor all the batteries were in position in a ravine near what had been the front line the night before, at Le Four de Paris. There they stayed for two days, firing almost constantly in a pouring rain.

One of the cannoneers, who had been left behind with a detail to bring up ammunition, gives some interesting bits in his diary:

"At 7 A. M. when limbers came back, loaded same and advanced to positions. . . . Was pretty well drenched. Huns tried to counter attack at 5 P. M. and we sent over a barrage

which foiled them. After mess was put in charge of two G. S. limbers with Bill and told to go to old positions and draw rations. Very dark night, raining, muddy and hard to see. Got in barbed wire entanglements, ran into trees, and feet in slop over shoe tops. Returned at 2.30 A. M."

While the batteries were firing on the 27th and 28th, a few officers and men had gone forward to reconnoiter in the direction of Binarville and Abri du Crochet, and at the following morning the guns derided to move



Put Their Shoulders
to the Wheel

daybreak
ing morn-
were or-
forward
toward the latter
place. This advance
took us out across
what had been No-Man's-
Land, and our men got their
first sight of the hideous desola-
tion of that awful wilderness.
The roads had long since ceased to
be roads, so torn and mangled were
they, so full of treacherous holes and
miry bogs. Save for a few engineers
working at a task which seemed about as
hopeless as baling out the ocean, the only
sign of life was an occasional crow perched
on a skeleton tree, in raucous notes calling attention to the ruinous
domain of which he was left in undisputed possession.

The Second Battalion went into position on the side of a deep

ravine near a place called Barricade Pavilion, which had been a point of strong resistance for the Germans in their line of defense. The First Battalion, temporarily under command of Captain H. B. Perrin, pushed on farther and reached Abri du Crochet. (Major Sanders had been called away to Division Headquarters the previous night, and had gone, leaving his adjutant in command. He did not rejoin the regiment until November fourth, so that for a considerable period the operations of the battalion were directed by Captain Perrin, with Lieutenant Boyd acting as adjutant.) For a day or two there was little firing, because of uncertainty regarding the exact location of the infantry's front lines. This was also



An Occasional Crow

the reason for the fact that the Second Battalion, in its next advance, moved so far forward that the guns could not be used at all, for they were too close to the infantry to be able to fire over their heads without landing far beyond the targets they wished to hit. Indeed, enemy machine-gun bullets, intended for the infantry, spattered right in among the cannoneers, one of whom, Private Busch, was wounded.

It was in that position, on October 3rd, that two privates in the Medical Detachment earned a citation for bravery. Corporal Mack, of Headquarters Company, who was with the Second Battalion wireless detail, had been seriously wounded

by a shell which wrecked the wagon in which the apparatus was packed. He was lying in an exposed position, and the two medical men, Robinson and Warns, went to his assistance. Disregarding the shells which were bursting all around them, these two men dressed the corporal's wounds, put him on a litter, and carried him to shelter. Probably the only reason they were not killed or wounded was the softness of the ground, which allowed the shells to sink in before they burst and prevented to some extent the deadly flying of broken fragments. Both men were covered with mud thrown up by the explosions.

The battalion remained in that position only for one day. The infantry, meeting heavy resistance, did not advance as rapidly as had been hoped, and Major Devereux decided to move his guns back to Abri du Crochet where he could do some effective firing. There, with the two battalions only a few hundred meters apart, the batteries remained until October 8th. While frequent reconnaissances were made to prepare for further advances the guns were busy, firing for the most part on machine gun nests which, cleverly concealed in the thick underbrush and skillfully manned by expert gunners, were making the progress of the infantry extremely difficult.

During this period a battalion of the 308th Infantry, off to our left, after advancing and capturing a hill, found their flanks dangerously exposed. On attempting to withdraw far enough to reestablish a connection with the troops on either side, their commander, Major Whittlesey, found that his battalion was surrounded by the enemy. In spite of all the Germans' attempts to annihilate his men or compel him to surrender, Major Whittlesey held out until, on October 7th, the enemy was obliged to withdraw. Our guns took part in a big attack which was planned to relieve this battalion on the morning of the 7th. The attack itself was not successful, "but [to



THE ADVANCE THROUGH THE ARGONNE

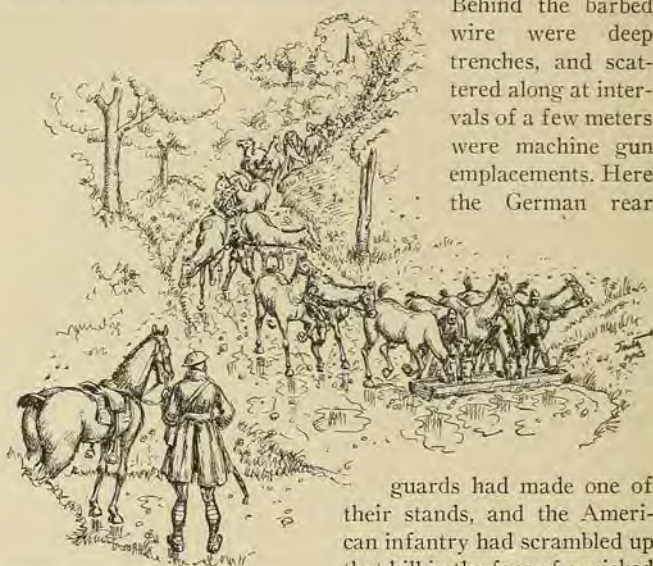
quote General McCloskey's report] the artillery fire caused such losses to the enemy in men and material as to compel his withdrawal" the following night.

While the batteries were firing from these positions, Colonel McCleave was established close by in a dugout alongside the one occupied by General Wittenmeyer and his 153rd Infantry Brigade headquarters. The various officers and men connected with our regimental headquarters were living in dugouts in a ravine behind the Second Battalion. Some of these places were very interesting. They had been built for permanent quarters by the Germans, and were fitted up with conveniences such as we had never dreamed of. Five of our officers slept in a dugout which had belonged to a German battery commander. It was nothing less than a little house, built of concrete, in the side of the ravine. The door opened into a sitting-room about twelve feet square, wainscoted in dark wood and equipped with comfortable chairs, tables, closets and built-in bookcases. In the corner was a brick stove. The ceiling was made of steel I-beams, painted white. The bed room adjoining was finished like the sitting room, and contained a wash-stand and a brass bedstead. Both rooms were equipped with electric light fixtures, and both had glass windows with heavy steel shutters which, when closed at night, prevented any light from escaping. Outside was a little terrace on which stood a rustic table and chairs and several urns in which palms were growing. In another dugout near by was a vast quantity of bottles of excellent mineral water. They had lived well in the Argonne, these Germans. So had the French. And why not? For nearly four years these dugout villages had been their winter and summer homes.

A little farther to the rear, in a ravine occupied by a battery of the 306th F. A., was a good example of what our infantry was having to contend with in their advance through the forest. The side of the ravine, which sloped at an angle of some forty-

five degrees, was covered with underbrush and trees. At the top of the hill was a mass of barbed wire, so thick that even now it was difficult to find an opening through which to pass.

Behind the barbed wire were deep trenches, and scattered along at intervals of a few meters were machine gun emplacements. Here the German rear



Impatient Horses and Exasperated Drivers

guards had made one of their stands, and the American infantry had scrambled up that hill in the face of a wicked fire and driven them out. Many unburied dead of both

armies told how bitter had been the struggle.

The frequent moves made by our batteries made it necessary to keep the horses near the guns. Each battery therefore maintained a forward echelon at some place where the problem of water would not be impossible. In spite of the heavy rainfall, which was becoming a matter of almost daily occurrence, good watering places were scarce, and the few ravines where springs were found were cluttered morning and

evening with long lines of impatient horses and exasperated drivers. In the course of a few days the watering was arranged in some sort of order by the battalion commanders from the various regiments, but at first it was a wild push and scramble to see who could get first to the meager troughs.

The main echelon was still on the south side of the old No-Man's-Land, for the roads were in such a terrible state and traffic was so congested that the division supply trains could not get through. Our own Supply Company, therefore, had its regimental dump at the echelon, and the drivers were obliged to take their escort wagons up daily by roads which were well-nigh impassable. New divisions were coming in—the 82nd was relieving the 28th on our right, and the 78th was moving in behind us—with the result that trucks and wagons and guns and men were pushing and crowding along in unutterable confusion. There was a traffic jam near a crossroad at Abri du Crochet one evening which blocked the passage of every vehicle during the entire night. The accumulating congestion extended back for miles, and it was not until daylight that the tangle was unraveled.

The unceasing toil was beginning to tell on our men. They were tired, dirty, ragged, lousy. They had not had a bath (save, perhaps, with an occasional bucket full of water) for two months. They had had no change of clothes, not even underclothes, for more than five weeks. Nearly every one, both officers and men, had lice, and some had fleas. And they



Tired, Dirty, Ragged, and Lousy

were worn out. "When are we going to get relieved?" was the question asked a hundred times a day.

Then news began to reach us of the great Allied successes on every front from the English Channel to the Holy Land. We heard that the Turkish armies in the East had been shattered, that Bulgaria had caved in, that the British were driving



Roads were in Terrible Shape

the Boche hard in Flanders, and the French were crowding them back toward Laon.

Then came the word that Germany and Austria had asked for an armistice! The war was not over, but surely the end was in sight, and that thought wrought a miracle in the morale of the regiment. The men forgot that they were tired, forgot that they were dirty, forgot that they needed new clothes, forgot everything except that the enemy was in front of us, that our heroic infantry were advancing through difficult and dangerous terrain and needed our support, and that the one important thing in the world now was to fire every shot so that it should count toward bringing the whole wretched business to a speedy end. In that spirit the men at the guns went on with their laborious work. In that spirit the drivers brought up the ration wagons, the cooks prepared the meals, the linemen ran their miles of new telephone wires,

the messengers carried their despatches at night through the inky blackness of the forest. Every man did his work, whatever it might be, with an amazing willingness; and when, on October 8th, the order came to advance again, the whole attitude was, "Come on: let's go to it and finish the job!"

The advance which followed was a long one. The German lines had been driven almost clear of the forest. With only one or two stops for firing, the First Battalion went away off to the northwest and took up a position on a hill just east of Malassise Farm, across the river from Grand Ham, while the Second Battalion went equally as far and established itself near La Besogne. Regimental headquarters was located in the Bois de Taille, and the main echelon was set up not far from Lançon. These positions were taken by October 10th, and on the 11th our guns began to fire on German troops beyond the Argonne Forest across the River Aire.

All this time we had been keeping four of our guns forward with the infantry. They had not been called upon to do much firing during the progress through the forest. The infantry commanders, under whose direct orders they were placed, found it difficult, with observation rendered impossible by the nature of the ground and the woods, to use them. But now that the Germans were out of the woods, direct observation was easy, and the "pirate pieces" did great execution on the machine gun nests across the river. Moreover, the artillery observers could now establish O. P.'s on the heights south of the Aire, from where the fire of all the batteries could be accurately adjusted.

The division had reached the enemy's line of resistance known as the Kriemhilde Stellung, and for the first time since the drive started we were confronted with a large quantity of heavy artillery with which the Germans hoped to prevent our further advance. This called for a kind of work we had not done since we left the Aisne, namely the smashing of Boche

batteries in an attempt to put them out of action. It was a great relief to fire at such definite targets after the uncertain work in the forest, and the observers in their O. P.'s and the battalion and battery commanders at their guns enjoyed the test of real skill in directing and adjusting their fire. The rain was still constant, and the men were soaked a good part of the time and their blankets at night were laid in mud; but they worked with a will, knowing that their shots were telling. The American heavy artillery attached to the Corps had not yet been able to come up, so that for a while all this counter-battery work had to be done by the field artillery, and every gun had its full share of important work.

On the morning of Sunday, October 13th, we were greeted with the news, telephoned down from corps and division headquarters, that Germany and Austria had agreed to President Wilson's terms for an armistice. That they had asked for terms we knew, and also that the President had replied that no armistice could be granted so long as their troops occupied invaded territory and their submarines were engaged in unlawful practices at sea, nor so long as their governments were responsible to any one except the people themselves. To this the two Central Powers had now replied that they would withdraw their forces from France and Belgium and recall their submarines, and pointed out that such changes had taken place in the governments that those in control were now answerable to the people. This looked like the beginning of capitulation, and hopes ran high that an armistice might be proclaimed which would, at least, give the army a chance to rest. Some grew so hopeful as to place bets that an order to suspend hostilities would be forthcoming within twenty-four hours.

No such order came, however. Rather were we told to increase our efforts to crush and break the German lines. That very day preparations were begun for an attack on Grand

Pré, and, while most of the preparatory fire was conducted by the 305th F. A., backed up by the heavier guns of the 306th, our own batteries took some part in the destruction of fleeting targets and in protecting the 302nd Engineers while they were constructing bridges across the Aire. On the 15th, the attack was carried out, and the 154th Brigade of Infantry captured the town.



St. Juvin

Another important engagement in which our regiment had a larger part was the attack on St. Juvin, on October 14th. This place was at the extreme right of our sector, where the lines of the 77th Division joined those of the 82nd, and it was a strategic point in the Kriemhilde Stellung. A general advance was to be made by the entire First Corps, but the particular objective assigned to the 153rd Infantry Brigade, whom we were still supporting, was the town of St. Juvin. There was to be some preparatory fire by the artillery, in which all our batteries took part, and at 8:30 A. M. the infantry was to attack from the east of Marcq, which was really out of our sector.

The most exciting part of the battle for our regiment was that played by a pirate piece under command of Lieutenant Richard, of Battery D, who had been, since October 9th, on duty with the infantry. About midnight on the 13th he re-

ceived orders to take his gun out beyond where the infantry's front lines were located and go into position where he might be able to do whatever firing should be required by the infantry battalion commander. It was necessary for him to start at dawn, move out along the La Besogne-Marcq road, which was in full view of the enemy, pass through the town of Marcq, which was daily being subjected to heavy shell fire, and reach the front lines by 7:30.

What this experience meant to the men is vividly described by the section chief in charge of the gun, Sergeant Grandin, in a letter written shortly after the battle. "The Lieutenant called me into his dugout," he writes, "and showed me where we were to go. (Imagine! For a full kilometer in plain view of the Boche and headed straight for the enemy lines.) It looked like certain death for some of us, but in the army orders are orders, and it was up to us to carry them out. . . .

"Away we went about 5 A. M., none too confident, but willing. It was raining like the dickens and the mud was ankle deep. Nature was with us, for as we came to the open part of the road there was a dense fog, and we got along finely until we reached the town."

Upon arriving in Marcq, Lieutenant Richard left Sergeant Grandin in charge of the gun while he went forward to reconnoiter. The Sergeant started his gun up the hill, but found the six horses unable to make the haul, so that he was obliged to wait for one of the



Telephone Men Establishing Connections

wagons, which for the sake of precaution was keeping a respectful distance behind, and take an extra team to put on the gun. He then went ahead to make sure of the position selected by the Lieutenant, and, after being nearly picked off by snipers, found him in the only available place—behind a clump of bushes, in front of which the ground sloped away unbroken by woods or cover of any kind toward the German lines. There were a few trees near by, and in one of these Lieutenant Richard established his O. P., while the telephone men set about establishing connections with the infantry P. C.

The Boche had started to fire, and was dropping shells on the road and near the gun position, but time was pressing. The Sergeant went back to the road and signaled to the drivers to bring up their gun. "With the men riding like jockeys, they fairly flew up the hill, dropped the gun, and got away again without a scratch. The Boche shells seemed to just miss them each time.

"We had about twenty minutes to get set before the infantry was to go over. The latter and the machine gunners were all dug in, some in front, and some just behind us. There were an awful lot of machine guns there, each of which, we were told, was to fire at the rate of a hundred rounds a minute for a while before the advance was to start. One of their officers advised us to lie flat on our bellies, as their bullets would pass about two feet above the ground. We got things ready and lay flat on the ground or in shell holes and waited. Lieutenant Richard was up in his tree.

"About quarter past eight the machine guns let loose, and what a racket! It would have been impossible for us to fire even if we had been able to stand up, for no one could have heard the commands. Some of the bullets clipped leaves from the tree where the Lieutenant was sitting.

"The machine guns had just finished their barrage when I heard a voice cry out, 'On your feet; load rifles; fix bayonets;

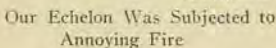
gas masks; keep cool and give 'em hell!' Where they all came from I don't know, but here were the infantry, going over the top. Such a sight! The expression on their faces—I can never forget it! The big and small guns were all ablaze by this time and the shells were flying over our heads. The attack was on.

"As soon as the doughboys had passed, we jumped to our feet and got into the party ourselves. Telephone communication had become impossible, owing to the fact that the wires were being continually cut by shells. Every time the line-men went out they found three or four breaks. Our orders were therefore brought by a runner: 'Open up on any suitable target.' Lieutenant Richard picked out a party of Boche near St. Juvin, and we blazed at them. We had fired just four shots when the Hun spotted us—the flash of our guns had given us away. We managed to get off three more under terrific shell fire, but then it became too hot."

Lieutenant Richard was about to move his piece to a healthier position when the enemy guns shifted their fire to another target, and he decided to try again. After a half a dozen shots had been fired, however, there poured in a rain of high explosive and gas, and the men were ordered to take shelter.

A change of position was imperative if the piece was to do any effective work. Accordingly, during the next lull, the drivers and cannoneers, led with great coolness and skill by Corporal McDonough, dashed up to the gun with the horses in record-breaking time, and limbered the gun. Then, while the cannoneers scooted on foot, the drivers lashed their horses into a gallop, and away they went, bumping and lurching over rocks and holes, across a railroad track, and into a sheltered place behind the crest of the hill. The Boche saw them going and opened fire. Gas shells which necessitated the putting on of masks complicated the move, and two men, Privates Tansey and Johnson, were wounded; but the crew got the gun safely

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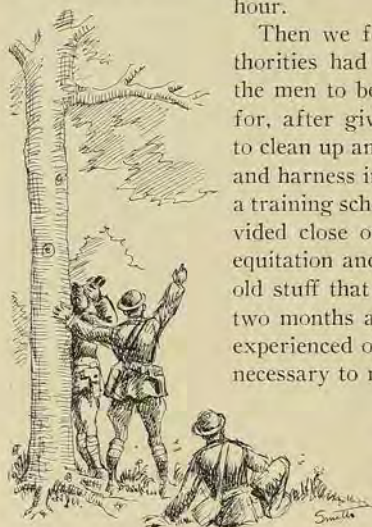
The whole attack, in which this forward piece had a small but interesting part, was a splendid success. St. Juvin was captured, and with it a considerable number of prisoners, and the entire front of the First Corps was advanced as the Germans were compelled to fall back to new positions in the rear.

Meantime Colonel McCleave, taking with him a minimum number of officers and men on account of the danger, had advanced his P. C. to La Besogne. There both the regimental headquarters and the batteries were subjected to considerable heavy shelling, in which several men were wounded and a

number of horses killed. Some of the infantry of the 78th Division, who were moving in to relieve the 77th, were in the same ravine with our battery kitchens and horse lines, and they suffered heavy casualties. The First Battalion, in their positions at La Malassise Farm, did a great deal of firing, but came out practically unscathed. Our main echelon, near Lançon, was subjected to some annoying enfilade fire on several occasions, but no real damage was done. All things considered, the 304th was remarkably fortunate throughout this whole Argonne drive.

The news that our division was to be relieved was received with enthusiasm by a weary lot of soldiers. Tired as they were, our men knew that the infantry had suffered far more heavily in their steady advance through what General Pershing in his official report has called "the almost impenetrable and strongly held Argonne Forest," and they were as glad for the doughboys' sakes as for their own that relief was in sight. The Division Commander had not asked for it: he preferred to leave that decision to the higher command, who knew the circumstances and should be able to judge when our services could be spared. Nevertheless, both officers and men were glad when, on the nights of the 14th and 15th, the infantry of the 78th Division took over the lines held by our 153rd and 154th Brigades respectively. Our own guns remained in position until the change was effected, and then, one by one as their places were taken by fresh troops, our batteries moved out. By the afternoon of the 16th the last organization to leave the front lines was on its way to the rear for a rest, a bath, a change of clothes and a new lease on life.

Clean once more, and comfortably dressed, the troops found that their spirits rose, and they were quite willing to forego any further move toward a real rest area if only they might be let alone for a while. Some one discovered a piano in an old recreation room at the foot of the hill, and, hearing that part of the 306th was to be billeted there, our men carried the piano off bodily and deposited it in the shed which Captain Ewell had taken over for a supply room. There for an evening or two music and song and laughter sounded hour after hour.



Air Activities

Then we found that the military authorities had what seemed to many of the men to be original ideas about rest, for, after giving us two days in which to clean up and get the guns and wagons and harness into good shape, they issued a training schedule a mile long which provided close order drills and gun drills, equitation and radio schools, and all the old stuff that we had agonized over for two months at Camp de Souge. Every experienced officer will see that this was necessary to restore the discipline which had been relaxed during the fighting; but a feeling of gloom spread through the regiment and all the troops around us. Why couldn't we be let alone!

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A political cartoon by Louis Untch. It depicts a large, multi-paned tent set up in a field. The left side of the tent has a sign that says 'EXIT' and the right side has a sign that says 'ENTRANCE'. A man in a military uniform, carrying a rifle, is being escorted by two soldiers towards the 'ENTRANCE' side. A man in a suit is running away from the tent towards the left. A small dog is in the foreground. The cartoon is signed 'A. LOUIS UNCH, INC. 1918' in the bottom right corner.

195

ing stream of troops, guns, trucks, and wagons pouring past us. Another drive was in preparation!

If any one had doubts on the subject, they would have been dispelled by a trip out to the point where our guns were ordered to take up their positions. The narrow sector assigned to our division was already so crowded with artillery that we were obliged to go over into the territory of the 80th Division on our right, and our batteries therefore crossed the Aire and proceeded through the town of Fléville, and then off to the right to the high hills overlooking the village of Sommerance. Our men thought they had seen massed artillery when the Argonne drive started, but that was as nothing compared to the vast array of cannon that now blocked every road and covered every hillside throughout the entire region. There were great naval guns, and the long and powerful 155mm. rifles; there were enormous 9.2 inch howitzers that had to be hoisted on and off their carriages by cranes; there were batteries of 120's and 90's, 155mm. howitzers like the 306th's, and finally an abundance of 75's like our own, manned by both French and American gunners. Surely, here was an operation worth being in. Perhaps—who knew?—it might prove to be the final drive which, coupled with the terrific British offensive in progress up in Flanders, and the aggressive onslaught of the French north of Laon, would break the German armies and force them back to the Rhine!

There was no mystery about this drive, as there had been about the start of the Argonne offensive. There was no forest to cover us, and the troops in double and even triple columns were streaming along the great arteries of traffic in broad daylight. Division after division crowded in: marines, regular army, national army, national guard, and all (save for a considerable number of French batteries of artillery) were American troops.

Here, for the first time in our experience, vast squadrons of

American airplanes soared overhead. They seemed to come in droves, some sailing, in their peculiar V-shaped formations, toward the German lines, some circling about to protect the observation balloons, some swooping down from high up in



Taps for Private Brady

the clouds to pounce upon an occasional Boche plane that ventured over to pick up information. Fights in the air became a matter of daily occurrence. Sometimes there would be two or three going on at once, and we were distracted trying to watch them.

Once, when the sound of machine guns was heard overhead, and our men rushed out of their tents to see what was going on, the air was so filled with planes that no one knew where to look. It was on that occasion that some one called out, "Get your official programs here! You cannot tell the individual players without a program!" It was like trying to watch a three-ringed circus.

There were several days of anxious waiting. They were

anxious because the gun positions, where only a few men were on guard, were being shelled every night, and we were having some casualties before ever the real battle began. One shell struck in A Battery's kitchen, riddling pots and pans with holes and wrecking the dugout where the cook slept, and another burst beside one of B's guns and killed one of their most loyal and trustworthy soldiers, Private James Brady.

At last, after several false alarms, the order came on October 31st to send the full gun crews out to the positions. The battalion commanders had established their P. C.'s on a very high hill behind the guns, from where, if the weather was clear, they could see far into the German lines. Colonel McCleave moved his headquarters to Cornay where he had quick connections both with his batteries and with the infantry. Lieutenant McVaugh, of Battery A, and Lieutenant McDougall, of Battery E, were sent forward with pirate pieces to the infantry lines, and everything was ready.

The plan of battle for our sector was for the 77th Division, after the usual artillery preparation, to send forward its infantry from St. Juvin and on the first day to capture the town of Champigneulle. As soon as the town was in our hands, the artillery was to rush forward and take up new positions to support a further advance. "D day" was announced as November 1st, and "H hour" as 5:30 A. M.

As the evening wore on, every one who could do so lay down for a little sleep, but there was a tenseness of expectation that made rest difficult.

Soon after midnight, the German guns began their usual serenade. All over the slope where our batteries were across the valley and up toward the battalion P. C.'s they plastered their rain of shells. It seemed impossible that

198



no one was being hit, but, at the aid stations the surgeons waited in vain for any reports of trouble.

After about a half hour the shelling ceased, and then began the answering barrage from the American big guns. Heavier and heavier grew the fire, with ever-increasing intensity as more and more batteries let loose their awful roar. The air shook with the concussion, the hills seemed to rock, and the sky for miles around was lit by the flashes that belched from the mouths of a thousand cannon. So mighty was the volume of sound that when, at 3:30, our own little guns joined in with their vicious bark, men back on the hill behind them could not tell when their fire began.

Yet without doubt the Germans knew! Every gun had its definite target, and by accurate registering the previous day each battery commander had been able to calculate perfectly his range and direction. One platoon was sweeping back and forth along a road which the Boche must use to shift their troops. Another was pouring its rain of death into a wood where Huns were camped. Another was smothering a trench where machine gunners were hidden, while a fourth was blasting to pieces an infantry battalion's P. C. There was not a gun in the whole vast array but had its definite part in turning the enemy's lines into a living hell.

Five-thirty came, and as the infantry went over the top, our fire increased in its intensity. Day was breaking, but a heavy mist obscured the scene so that we could not tell just what was going on. Moreover, our own infantry, it will be remembered, were considerably to our left, quite out of our line of vision, so that we were compelled to wait impatiently for news of their progress.

By 7:30, groups of Boche prisoners began to appear, driven along by Marines. The latter were on the right of the 80th Division and they seemed to be living up to their reputation. All day, in gradually increasing numbers, their captives

marched past our positions. Some one counted those that went by along one road: there were fifteen hundred and sixty-three. We went out and spoke with some of them as they halted at a crossroad. A miserable lot they were, for the most part, pale and worn and dirty, and apparently glad to be out of the fight.

"When do you think the war will end?" we asked several.

"In about a week," was the usual reply.

Now and then an officer marched, grim and defiant, with his men. One of these was standing by while the privates were hustled into a truck to be taken to the rear.

"Now then, you get aboard," ordered the driver when the men were all in. The officer started to climb up into the seat.

"No, not here. Get in with the rest," said the driver.

"Do you mean to say," said the officer, in perfect English, "that you expect an officer to ride with privates?"

"O, so that's bothering you, is it? We'll soon fix that." Ripping out his knife, he cut the shoulder straps from the officer's uniform. "Now," said he, "you're a private. Get in!"

The barrage by this time had slackened and finally died out altogether and there was nothing for the batteries to do but wait. The hours dragged by interminably with no news from the front. At last, however, the Second Battalion received the order to advance. The pursuit was on!

Moving off to the left, our batteries proceeded to



Doughboy Bringing in Boche

St. Juvin. There they were told that the infantry, meeting with a withering fire from the machine guns at Champigneulle, had failed to take the town, and it was necessary to halt for the night. The next morning, however, the doughboys renewed their attack and rushed the Hun defenses, and Major Devereux's battalion following as closely as possible, pushed ahead and came that night to Verpel.

Meantime the First Battalion, still commanded in Major Sanders' absence by Captain Hervey Perrin, had received orders to advance, and pulling out their guns they started forward on the afternoon of November 2nd. The battalion and battery commanders rode ahead to locate the infantry and to find suitable positions for the guns, leaving guides at the various crossroads to pilot the batteries as they came along.

By the time the guns were on the road it seemed as though the whole American Expeditionary Force had crowded into our sector in a mad rush to overtake the fleeing Huns. The few roads leading north were literally jammed with troops and trains.

There were huge trucks, piled high with ammuni-



A Miserable Lot They Were

tion and supplies, snorting through the mud and trying desperately to avoid the shell holes and ditches that hampered their progress. Now and then one would get stuck, and the entire



Supply Wagon Under Fire

column, reaching back for miles, would be blocked. Chains, ropes, horses and man-power would be applied in an endeavor to persuade it to move; and then, if no

other means could succeed in removing the vehicle, a hundred men would lay violent hands on it and heave it over bodily into the ditch. Amid the shouts of men, the creaking and rumbling of wheels and the purring of motors, the endless procession would start again, only to be halted a few rods farther on by some other accident.

Long lines of escort wagons, with their prairie schooner tops, bumped over the rutted roads. The drivers, from their lofty seats, coaxing and cursing by turns, urged on the long-suffering mules that strained at the traces. Horse-drawn wagons, too, were crowding along with the rest,—ration carts, limbers, water carts, baggage wagons, fourgons and blacksmith carts, in endless profusion; but always the great army escort wagons loomed above the rest, giving the column the picturesque appearance of an emigrant train in the early days of the western plains in America.

Here would be a vehicle one of whose wheels had caved in—probably a fourgon, for those French wheels were notoriously weak—tilted at an angle which prevented any team from passing. If it could not be mended, or if no extra

wheel was available, it would share the fate of the truck and be thrown into the ditch.

Yonder could be seen an emaciated horse that had given way under the strain. There was no time to waste over him! If he could stand, he would be unhitched and led off the road, and put under the care of some disgusted soldier. If the horse were completely exhausted, he would be dragged to one side and shot, and once more the column would move forward.

There were little two-wheeled machine gun carts, each drawn by one quick-stepping mule. There were rolling kitchens that rattled and banged over the rough roads. There were despatch bearers on motor cycles threading their way through the traffic, singly mounted riders trying to get ahead, and irate generals in automobiles, impatient at the delays. There were batteries of artillery struggling to move forward where they could go into firing positions,—light field pieces like our own, their cannoneers trudging along, wearily carrying their packs so as to save the horses, and huge rifles and howitzers that lumbered behind the coughing, panting tractors which pulled them.

All mixed in with the vehicles, sometimes walking alongside, often taking to the fields to escape the mire and confusion of the roads (and finding it just as muddy there as everywhere



The Roads were Jammed with Troops and Trains

else), marched the infantry. With packs on their backs and rifles in their hands, with hatchets and shovels and trench knives and bayonets hampering their movements, that continuous stream of doughboys toiled along, weary and footsore, in a kind of dumb, uncomprehending monotony of effort.

In the fields as they passed sprawled the dead, both Germans and Americans, who had fallen in the previous day's fighting. Here and there a shattered wagon lay, its load strewn about in disorder, its horses and driver lying where they had fallen, in a pool of blood—a sickening tribute to the accuracy of some American gun crew.

Frequently at the crest of a hill would stand one or two deserted German cannon, whose crews had worked them until the last, and then had fled or been captured. Nearby, and at every available place, lay huge piles of empty shells and unused ammunition. All along by the road lay the stuff which had been thrown away by pursuer and pursued to make travel easier: helmets, rifles, packs, blankets, shovels, overcoats, pistols, harness, cartridge belts, saddles, reels of telephone wire, canned food, mess kits, shoes,—everything that could possibly be discarded was strewn about in wild disorder.

The villages through which we passed were mere skeletons. Pounded by shells and gutted by fire, their streets a labyrinth of mine craters and wreckage, they added but one more detail to the vivid picture which stamped itself on every man's memory.

Through such scenes and in the midst of that vast throng our regiment made its way on that memorable second day of November. The batteries which got farthest ahead and followed closely on the heels of the infantry escaped some of the traffic confusion, but for about six days the bulk of the regiment forced its way along in the thick of the turmoil. When it is remembered that the supply companies and the ammunition trains had to bring every ounce of food and every round



PIRATE PIECE IN ACTION

of ammunition forward to the men in the front lines, take their wagons back again and repeat the whole trip day after day, the wonder grows that we had anything to eat or to shoot.

On the night of November 2nd the First Battalion overtook the Second at Verpel. They had had a long, hard march of some fifteen kilometers, most of it in a drizzling rain. The battery commanders, who had gone ahead with Captain Perrin to reconnoiter, spent some anxious hours of waiting in Verpel before the batteries arrived, for the roads were being shelled, and the town itself was under fire. But at length, long past midnight, the last battery pulled in and camped in the muddy fields just outside of the village.

The next morning we were all astounded by an unheard-of order from the Brigade commander; on account of the shortage of horses, one battalion in each regiment was to be demobilized, in order that the other might have the animals needed! Major Devereux, being for the present the senior battalion commander, was given the privilege of taking his batteries forward as the pursuit battalion, and he was presently on his way, reinforced with a new equipment of horses and one extra gun, under Lieutenant Graham, of C Battery. Reluctantly Captain Lyman, Captain Doyle, and Captain Bacon parked their guns in Verpel, and settled down with their men to that most difficult of all tasks—doing nothing!

Meanwhile Colonel McCleave, with his staff and the headquarters detachment of telephone and radio men, orderlies, runners, and a cook or two, and Major Devereux with his three batteries, "started (as Lieutenant Welling's song has it) hell-for-leather riding over France."

Each day a new P. C. was established, as close as possible to the advancing infantry lines, in order that we might keep constantly informed of their exact positions and the location of the enemy's points of resistance on which we were to fire. At one place, La Besace, our headquarters were in the town be-

fore it was really in possession of American troops. Going forward in the morning to reconnoiter, Colonel McCleave and Captain Martin had found the bridge across a stream destroyed, and had been obliged to leave their car and walk toward the town. Finding that the infantry had not yet taken it, they returned. In the afternoon the colonel with several of his staff proceeded by another route, but coming to a place where the road had been blown up, Colonel McCleave got out, and taking with him Major Sanders and Captain Kempner, walked into the town while Captain Martin and Lieutenant Cunningham, with one messenger, went back with Corporal Moran, the chauffeur, to find a road by which the guns could be brought up. They were caught under shellfire, during which Corporal Moran showed his nerve by remaining in the car—the most dangerous place conceivable—while the officers continued their reconnaissance on foot. By evening practically the whole staff was in Besace, and a P. C. was established while enemy machine gun bullets were still whistling through the streets.

The main firing batteries never got quite so near, but they were continually on the move, and frequently went into position very close behind the infantry's front. Fortunately they were not often shelled. The Boche was so busy withdrawing his artillery that he used but few of his guns. Every afternoon he would open fire on crossroads, bridges and suspected gun positions, and several times we had occasion to realize that our enemy still knew how to shoot. But by midnight his guns would be silent, and we would know that he was withdrawing again, and that our guns would presently have to be advanced in order to keep him within range.

Lieutenant Graham and Lieutenant McDougall, however, with their forward pieces, had to keep right up with the infantry itself. The former had relieved Lieutenant McVaugh when the First Battalion was demobilized at Verpel; but Lieu-

tenant McDougall had been on this difficult duty ever since the night of October 31st, and had already taken part in several attacks and had suffered one or two casualties. In the assault on Champigneulle he had fired, with open sights, about a hundred rounds into the Germans in the town.

On November 4th, he was with an infantry battalion commander, Captain Newcomb, on a hill near St. Pierremont. The infantry and some machine gunners were deployed in funk holes along the side of the hill. From the opposing hills to the north the Germans were pouring a heavy machine gun fire toward them, and for the infantry to cross the valley for a frontal attack was out of the question. Captain Newcomb said that several companies were attacking the Germans' hill from the east and west, and suggested that if Lieutenant McDougall could drop some shrapnel into the woods it might shut off some of the machine gun fire and enable him to advance. Apparently the only way to accomplish this was to take the gun around the left end of the hill, right out in the open in front of the American lines.

This Lieutenant McDougall did. Driving around the shoulder of the hill he moved across an open field and, getting the gun into position, opened fire directly on the Boche lines before him. It was a daring move, and it might have succeeded had not a German battery on the left suddenly begun to fire on McDougall's gun. Evidently he was at the point of a salient protruding into the enemy's lines.

Looking in the direction from which the fire came, and seeing the flash of a gun, he quickly ordered the gunner to shift



This Lieutenant McDougall Did

his aim and lay the piece on the spot where the Boche battery was located. He was just about to fire when a shell burst close by, dropping three of the crew. The shelling was now so heavy that it was useless to try to do anything further, and our men were ordered to retire with their wounded to the cover of the woods. All three men were badly hurt, but only two could be carried at once. There was no time to discriminate. Privates Clark and Schoenberg were picked up and borne away, and Capasso was left for the second trip. It looked like certain death for any one to go back to where he lay, for the Germans had calculated the range perfectly and shell after shell was dropping within a few feet of him. Two men volunteered—Corporal — and Private Fromm—and with splendid heroism they ran out boldly, picked up their fallen comrade, and brought him safely back. He had not suffered any further injuries, but the original wound was mortal, and Capasso died that afternoon at the first aid station.

Meantime our main batteries had opened fire on the Huns, and in a short while their guns were silenced and the hill was taken. When Lieutenant McDougall went back for his piece he found both gun and caisson hopelessly smashed.



Middle Aged People Grown Old and
Haggard

During the advance through this region we had begun to meet French civilians, released after four years of virtual captivity within the German lines. Some had been living in their homes in the villages all during the enemy occupation, enduring the tyranny of an unfeeling and brutal invader. Others had been carried away early in the war to the region

around Sedan and kept there as laborers until the approach of the American army, when they had been sent forward to where the rear guards were fighting and then left behind when the Boche retreated, with white flags flying from the housetops to



Released After Four Years of Captivity

announce their presence. They were a pitiful lot: old men and women who had seen their precious property seized and destroyed; middle aged people grown old and haggard from terror and hardship; young girls who were soon to become the mothers of children begotten by German fathers, and little boys and girls who had been denied the rightful joys of home and childhood. They appeared dazed by the sudden change when they found themselves among friends. Some of them wrung our hands with delirious joy as we entered their towns. Some talked freely of their experiences and expressed their opinion of the Boche in no uncertain terms. Many dug into their scanty stores and brought food and hot coffee to the men

who dropped into their houses. Others there were who could do nothing except stand in their doorways and look on in dumb amazement as the Americans poured through the streets.

The German retreat had now taken an easterly direction, and on November 6th, closely followed by the whole American First Army, they withdrew across the River Meuse. The 77th Division pushed right up to the west bank of the river, and the 153rd Brigade in front of our regiment established itself in the vicinity of Autrecourt. Our headquarters accordingly moved to Raucourt, where they were bothered every night by a harassing fire from the long range guns across the river. One shell crashed through the roof of the house where our men

were billeted, and it was indeed fortunate that none of them were there at the time. Our French interpreter on one occasion took to the cellar during a bombardment, and when he went back to his room he found the whole wall of the house piled up on his bed.

The firing batteries passed around Raucourt and took up their position on the high hills behind Autrecourt, overlooking the Meuse valley. With admirable liaison established with the infantry, they did effective work in demolishing dugouts and trenches across the river. The two forward pieces, one still under Lieutenant Graham and the



Dazed by the Sudden Change

other under Lieutenant Richard from D Battery, were located well down toward the foot of the forward slope, where they fired directly on the German positions.

By this time rumors began to reach us concerning a new German appeal for an armistice. We had been misled so often that for a time we gave no credence to these reports, but on Saturday, November 9th, word was handed down officially that a German commission had actually had an interview with Marshal Foch and had received at his hands the Allies' terms, and that their answer was due in a very short while. Far from slowing up the Americans' efforts, this news served only to make the men more eager to deliver all the blows they could, in order to make the final catastrophe as complete as possible.

On the afternoon of the 10th, our guns, directed by Captain Kempner, and Lieutenants Graham and Tunney, who were in an observation post with the German lines in full view, fired round after round of high explosive shell into a series of Boche trenches. Those who were observing could see that the Huns were much disconcerted, for pandemonium reigned, and the Boche could be seen running about and ducking for cover in all directions.

But the final stroke of artillery genius (at least, so the infantry believed) was made late that afternoon by Lieutenant Richard. He had been relieved from his forward position, and was back again with D Battery, when the telephone buzzed. Captain Bateson was on the wire. "Richard," he said, "I've got a job for you. The infantry reports a German dugout located across the river, with smoke coming out of a stove pipe. They want it demolished."



Talked of Their Experiences

"Have you got the coördinates?" asked the lieutenant.

"That's just it," replied Captain Bateson. "They want us to put down this fire, but they could only give us the hectometric coördinates (i. e., approximate location) of the position. I told them we'd fire four shots. They could observe the fire, and if they thought it was worth while we would continue. They cautioned me to be careful, because the place is pretty close to their own lines."

Lieutenant Richard took down the coördinates. "All right," he said. "I'll figure my data and then add a couple of hundred meters to the range for safety!"

Presently four shots rang out. Then there was a few minutes' silence, while Captain Bateson awaited the infantry's report.

"I don't believe they can see anything," he said. "It's almost dark."

Just then the telephone rang. It was the infantry headquarters.

"What did you see?" asked Captain Bateson.

"Here is the observer's report," was the reply: "one direct hit, one ten meters left, one a trifle to the right, and one just over. Please continue the fire!"

Fifteen rounds were promptly pumped into that dugout, and although the darkness prevented further observation, we had the satisfaction of knowing that these, our last shots of the war, had convinced the infantry that their supporting artillery knew how to shoot.

On Sunday evening, November 10th, there was heavy cannonading away off to the right, but at our own gun positions it seemed strangely quiet. An occasional whizz-bang came over, and we could hear the "Bow!" as the German gun fired, then the short, wild shriek of that peculiar shell as it rushed over our heads, and finally the "Bloom!" of the projectile's burst

somewhere behind us in the valley. Aside from that, the night was very still.

After supper the men of the battalion headquarters detail gathered for a service in the center of their little encampment. They sat on a huge log, and some of the officers brought chairs and joined the gathering. There in the darkness, while the Chaplain recited some Scripture and offered prayer and gave a brief talk, there was an atmosphere of peace which in an undefined way prepared men's minds for the present cessation of war.

Monday morning came, and while preparations for the usual activities were under way, we wondered vaguely what was taking place at the headquarters of the Supreme Allied Command. The most credible rumor was that the Germans were to reply on that day to the terms which had been offered them, and most men believed that the end was near.

Then suddenly the telephone buzzed in the Major's P. C. Captain Bateson took down the receiver.

"Captain Martin? . . . Yes. . . . Yes. . . . All right."

He turned to the group of officers standing about, and in a matter-of-fact voice announced, "By command of Marshal Foch, all hostilities on this front will cease at 11 A. M. to-day."

The war was over!



CHAPTER XIII

AFTER THE ARMISTICE

At first we could not believe that the great task was finished. Somehow it was impossible to realize that the proud enemy, who for more than four years had overrun all Europe and set at defiance practically all the armies of the civilized world, had laid down his arms. The news spread rapidly among the batteries, and while there was a feeling of universal relief, there was little exuberance of joy such as might have been expected. Officers and men discussed the situation, and some doubts were expressed as to whether this were not, after all, only a temporary suspension of hostilities.

Down in Raucourt, however, there was a holiday atmosphere abroad. The streets were thronged with soldiers, walking about and talking in groups. Presently a band struck up, and with colors flying marched past our headquarters to the town hall. There the French and American flags were hoisted, and while soldiers of both armies stood at attention and the few civilians bared their heads, the band played "The Star-Spangled Banner" and "La Marseillaise."

The people most moved were the French civilians. All along our line of march during that last drive we had met these released captives in the villages and on the roads, and as soon as the fighting ceased more and more of them ap-

peared from nowhere as if by magic. Old folks with bent backs and slow of foot and young mothers with their children were pushing in wheelbarrows or carrying on their backs all that was left of their earthly possessions. They wanted to go back to their old homes and start again to build their lives on the pitiful ruin that was left them, ready to eke out a precarious existence in that land of wasted fields and desolate villages, if only they could be left alone.

On Tuesday, November 12th, a genial French *commandant* arrived with his battalion to take over our positions, and that afternoon our whole artillery brigade was on the road that



In Raucourt There Was a Holiday Atmosphere Abroad

led southward, away from the front, on the first stage of what we all believed to be the journey toward home!

We went back along the same route we had traveled before. The traffic congestion was as bad as ever, and the mud was just as deep; but how different were the circumstances of that march! Were we held up at a crossroad? There would be impatience about getting ahead and reaching the end of the hike, but there was none of that desperate fear lest, if we did not move on, the Germans might open fire on us. Was there a jam in the darkness? Hitherto no lights had ever been permitted on the roads or in camps, but now a dozen flashlights gleamed and the trouble was soon located. Were there shell holes which threatened the safety of the trucks? Headlights were switched on and the whole road was illuminated. And wherever the regiment encamped there blazed great roaring fires around which the men gathered to warm themselves and to dry their clothes.

Our first stop was at Sommauthe, where, in the empty houses,



All Their Belongings on Their Backs

sheds and stables, the men were billeted. The First Battalion, which had moved forward from Verpel in order to get nearer their source of supplies, had taken up their abode at a large farm not far from the town, so that the whole regiment was once more united, and we were looking forward to a congenial time. But within a day or two the Second Battalion was ordered to proceed to a front

line position to the east near Stenay, and there for nearly a week they lived once more under what would have been battle conditions if there had been a renewal of hostilities. Eventually, however, they were brought back, and presently the whole regiment moved southward to the little town of Briquenay.

Just before leaving Sommauthe we were joined by a new regimental commander, Colonel Copley Enos. A West Point graduate and an old cavalry officer, he had been with an artillery regiment in training when he was sent to take command of the 304th. The order assigning him had reached us on November 4th, while we were in the midst of our mad pursuit of the retreating Huns. For a while we had vaguely expected him, but inasmuch as he had not appeared we thought that he was probably not coming. He himself, however, did not receive the order until after the armistice, and he made what speed he could in getting to us, and finally arrived on November 20th. It seemed a little hard on Lieutenant-Colonel McCleave, who had led the regiment through two months of hard fighting, to have an officer who ranked him come and assume command when the war was all over; but he showed a fine spirit, and Colonel Enos was soon at home with his new regiment.

Of Colonel McCleave we saw but little after that, for he went away shortly on sick leave and was gone for several weeks. He rejoined the regiment for a while later on, but on January 21, 1919, he was transferred as an instructor to the Field



Col. Copley Enos

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Field Artillery as the latter proceeded on its way to join the Army of Occupation. The Band, released at last from stable duty, went to work at making music, and every one enjoyed their concerts. Musician Stange, who already had a good

Thanksgiving found us still in Briquenay, and preparations were made to celebrate. Captain Ewell took a truck to Chalons and brought back a supply of veal and lamb—a welcome change from the everlasting army beef—and with various extras secured by numerous foraging parties, the mess sergeants cooked up splendid dinners. There was a service of Thanksgiving held in the church that morning which was attended by as many men as could crowd into the building, and then each organization celebrated the day in its own way. It is safe to say that the band and the Glee Club ate more dinners that day than they had ever eaten in one day before, for they were welcome guests at every entertainment.

Soon after this, the order came to move the 77th Division to the Ninth Training Area, with headquarters at Château-Villain, a few miles south of the American General Headquarters in Chaumont. The 304th was to entrain at Autry, a

little town on the western edge of the Argonne, near where some of our hardest fighting had taken place. After a billeting officer had been despatched to arrange for lodging the troops in the new area, the regiment started to move on December 2nd. The guns and baggage, which had been kept at the now historic village of Grand Pré, were hauled to the rail-head by trucks, and the men marched on foot. At Autry both officers and men were piled into American freight cars and shipped to Latrécy, where they detrained on December 3rd after an uneventful journey.

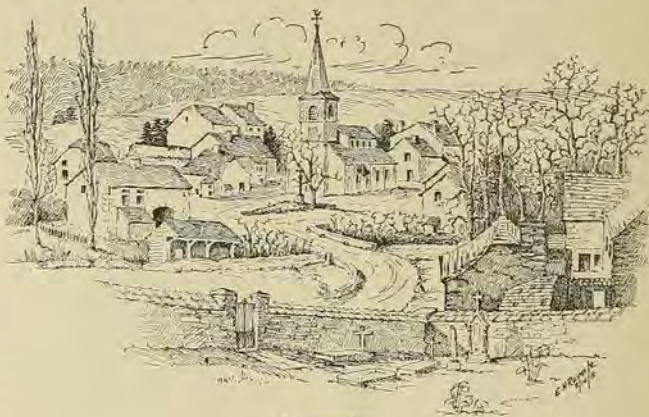
The atmosphere, ever since the armistice, had been surcharged with rumors about going home. We were to be home by Christmas; we were to sail on December 14th; we were to go about the first of January; we were not to stop at the training area at all, but go straight to Bordeaux and embark at once. There was no end to either the number or the ingenuity of these reports which circulated at their face value among the men. When the regiment detrained at Latrécy and marched to the villages where we were to be billeted, there seemed to be ominous preparations for a prolonged stay. Nevertheless, during the whole time of our occupation of that area, we lived from day to day on "the latest rumor," and the constant rising and falling of spirits with the waxing and waning of every report created an atmosphere of uncertainty and discontent which was hard to combat.

Two villages were assigned to the 304th. Regimental headquarters was established in Aubepierre, a little town of several hundred inhabitants lying in a fertile part of the valley of the



Captain Lyman

Aube. It was a quaint little place, built mostly along a single street. The billets were fairly comfortable, the inhabitants were hospitable, and had it not been for the overwhelming desire to get home, the men would have been very happy there. The Headquarters and Supply Companies were among the organizations assigned to the town, together with Batteries A, B, C, and F, and with Major Sanders' headquarters.



Lignerolles

The rest of the regiment, including Batteries D and E and Major Devereux's headquarters, were stationed at Lignerolles, a smaller village about five kilometers away. This was also on a little stream, but because the town was built with more open spaces and not crowded all on one or two streets, it was freer from the mud with which Aubepierre was always filled.

There was some question as to just what the term "training area" might mean. We knew that during the war troops had been instructed there, but what had that to do with an outfit that was through with fighting and ready for demobilization?

We were soon to know, for the higher command issued an elaborate training schedule. Drills every morning, radio and telephone schools, equitation (enough new horses had been issued to equip one battery at a time for drill purposes), sig-



Built with More Open Spaces

naling, observation, map reading, and maneuvers, in which we attacked imaginary forces of the enemy and wrested from them farms and villages. New methods of liaison were evolved, and every one was schooled in the various means of communication between infantry and artillery, and between the commanding officers of all the units involved in military operations. "The axis of liaison" became a by-word among officers and men. Just what it all signified no one could tell. There was more truth than poetry in the joke perpetrated in B Battery's minstrel show:



Captain Bateson

"Say, Mr. Interlocutor, can you tell me what in the world all dis yere drillin' is for?"

"Why, yes. It's a sort o' hardenin' process. It gets harder and harder every day for the officers to know what it's all about."

Meanwhile Christmas was drawing near, and with no prospects of spending it at home, we set about making the most of it over in France. A check for two thousand dollars from the Regimental Association in New York opened alluring prospects of a glorious dinner, and a council of officers decided that nothing would contribute more to the atmosphere of Christmas than some turkey. It was very expensive, but money was the least of our worries just then, and we sent to Langres and ordered enough turkey and goose for the whole regiment—a pound to a man.

Then, to keep alive the childhood spirit, as well as to show our appreciation of the hospitality of the townspeople, it was arranged that all the children of the two villages should be entertained. Through the efforts of Mr. Newberry, two Santa Claus outfits were procured, and enough toys and knick-knacks to provide every child with some sort of gift.

On the 23rd, we borrowed two little Ford trucks and sent them to Dijon to get the turkeys which the dealers in Langres had ordered for us. When they arrived, and the mess sergeants gathered to see that their organizations received a full allotment, it was discovered that the birds had been packed without being cleaned and without waiting for them to cool off, and the result was that nine-tenths of them were not fit to eat!

In spite of the gloom which was cast by this misfortune, the men did their best to make the children's parties a success. In Lignerolles, the celebration took place on Christmas morning. The band was imported for the occasion, and as it came into the town, an impromptu procession formed, headed by Santa Claus in full regalia, with all the children and all the

soldiers in town following. They marched to the mess hall, where a beautiful tree was decorated and aglow with candles, and there the presents were given out to the youngsters. In Aubepierre there was no place where all could assemble at once, so the children were divided up among the various organizations. Each one in turn had the use of the Y. M. C. A. hut with its Christmas tree and Santa Claus costume, and each in turn not only gave presents to the children, but entertained them and their parents with songs and recitations.

Battery C alone was absent on Christmas day. They had been chosen to represent the artillery of the 77th Division in the grand review held for President Wilson near Langres. When the day arrived, it was too muddy on the review ground to have the guns parade, but they had the honor of firing the salute of twenty-one guns when the President, accompanied by General Pershing and various other notables, arrived on the field. This event brought forth a song, written by Corporal Beveridge, which the battery sang when it returned to Aubepierre:

Battery C boys, Battery C boys!
We never had a chance to see Paree.
It was hike, hike, hike, and fire awhile,
Then make up your packs and hike another mile.
Battery C boys, Battery C boys!
We'll soon be going home across the sea.

Although we never had a
chance to see Paree,
To have some fun and get
run in by some M. P.,
President Wilson heard our
guns, that's good enough
for me!
Battery C boys, Battery C
boys,
Oh, the Hoboken pier is
where we want to be!



Yearning for Home



A Monster Minstrel Show

This was the season for new songs, and every event which happened produced one. Especially was this true among the officers, who all ate together in the little hotel and sang on all occasions. Was some one reported for overstaying his leave in Paris? Promptly a song commemorated the event. Was a battery commander taken to task for leading his men into a field where winter wheat was sprouting? That evening the story was told in song. The little waitress, Louise, who, occasionally assisted by her small sister, but usually alone, served all those tables full of officers, added much to the enjoyment of everybody by her unfailing brightness and naïve sense of fun. She, too, was immortalized in song:

I want to go home, I want to go home!
 The children and chickens get under your feet,
 The cows go strolling all over the street;
 The mud is almost to your knees,
 And the only bright spot is Louise!
 I'm too young to drown in this hell of a town,
 I want to go home!

When it came to furnishing entertainment for the men, there

was considerable difficulty. For a long time we could get no piano. Then, when we did succeed in borrowing one, the



owner presently discovered that the case was getting banged up and the keys were all out of tune, and he took it back to his house, only to be loaned on special occasions. Then the Glee Club, eight of whom had gone on leave together, taking along Corporal Hagan, of Battery F, one of our few star pianists, were detained at Aix-les-Bains to amuse the soldiers, and we had to get along without them for a solid month. While they were gone G. H. Q. sent down a special order for Bugler Reed, of C Battery, our versatile and inexhaustible accompanist, and he departed to play for them there.

Nevertheless some clever shows were produced. Battery F led off with an admirable vaudeville performance, featuring original battery songs. Then Headquarters Company went still further and put on a program which included a one-act skit, all in costume. These two had the advantage of the Glee Club's presence, but after the singers had gone, B Battery, not to be outdone, got up a monster minstrel show—one act of straight minstrels, with a costumed chorus of twenty-eight men, followed by a screamingly funny courtroom



Out of Drill Hours

scene, in which the "specialties" were introduced as prisoners. By that time we had a piano, and, more



Château Vaulogé

than that, an orchestra. "Tobacco money" from the Association had been diverted to buying violins and music, and twelve musicians, under the leadership of Corporal (afterward Sergeant) Hahn, of the band, added immensely to the effect of the show.



A Corner of the Château

Besides these more elaborate performances, there were boxing contests and amateur nights, and whatever entertainments could be thought up by the ingenious mind of Private Hicks, of Headquarters Company, who had been detailed as master showman.

In Lignerolles the proposition was more difficult. They had no piano, no electric lights (there was a scarcity even of candles), and, until rather late in the game, no hall except the tiny village school house. For a while the men made few attempts to get up entertainments. There was a christening, at which Sergeant Pons of D Battery stood as godfather to a French baby, and, with the band, and speeches, and a gift to the infant, this was made an affair of some importance. But aside from that, and one or two small "battery nights," nothing much was done until B Battery's minstrels were invited to come over. Then a half-empty barrack was turned into a theater, a stage was built, curtains hung, a pit dug for the orchestra, dressing rooms provided, and presently a splendid entertainment hall was ready. While they were waiting for B Battery to come over, they put on a minstrel show themselves, borrowing the Aubepierre piano for the occasion, and proved that there was plenty of talent in D and E.

All these efforts were made at entertainment because it was absolutely necessary to give the men something to do and somewhere to go out of drill hours. Every one was yearning for home, and the morale of the troops, while it kept up to a surprisingly high level,

was hanging by a thread, and no one wanted to see that thread break.

At the beginning of January, evening classes were established in English, arithmetic, French,

civics and history. The men responded well at first, but they soon grew tired of it, and the classes



Fercé

dwindled down to a faithful few who were really bent on learning something as well as on passing the time.

At last, about the middle of January, after a long period when men fed their starving hopes on the most fantastic rumors, the order came to prepare all the matériel for the inspectors and have it in shape to turn in. This was glorious news, and the men worked with enthusiasm. It may be said right here that the inspector who looked over the ordnance affirmed that, in twenty-one years' experience, he had never seen matériel in such splendid condition. Other inspectors, too, spoke well of the regiment. One from the First Army headquarters, who had gone carefully over both the towns, looked at billets, mess halls, kitchens, offices, and sizing up the whole appearance of the men, both on parade and about the streets, said in his report: "No comments except favorable. This organization is rated very high at these headquarters."

While preparations for departure were at their height, word came that General McCloskey, who had been in command of the brigade ever since we left Baccarat, had been ordered to the German frontier to command the artillery of the 2nd Division. During the fighting the men had seen but little of the general, and had known him chiefly as the mysterious authority who controlled all their operations; but since the end of the war his frequent visits had revealed him as a genial and kindly officer who was intensely interested in the activities, the comfort and welfare of his troops. This impression was confirmed when, on the eve of his going, he came to bid us farewell. Instead of having the regiments assembled at some place convenient for him, General McCloskey visited each town where his men were quartered, and with a few



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GENERAL ORDER

5th February 1919.

No. 1

In relinquishing command of the 152nd Field Artillery Brigade, the Brigade Commander desires to publish in orders his appreciation of the work done by its members. Entering the service at Camp Upton, drilling for weeks without guns, caissons or horses, you applied yourselves with a determination to do well which boded ill for the Boche. At Camp de Souge, your work won the merited praise of your French instructors. In the quiet of the Baccarat sector you learned the whistle of hostile shell. But it was in the Vesle that you received your baptism of fire and your reply showed the Boche that here was a foe to be reckoned with. In that long march from the Vesle to the Argonne, with sleepless nights and long distances, you acted like veterans and won the praise of French and Americans who saw you.

On September 24th you entered the great Argonne forest which for four years had belonged to the Boche. And here, regardless of privations and discomforts, unmindful of personal danger, you manned your guns and gave the death blow to the Kaiser's ambitions.

From August 2nd when you left the Baecarat sector until November 11th when the Armistice was effective, you marched overland 340 kilometers, gained 78 kilometers from the enemy in battle and had only five days of so-called rest.

This is indeed a record to be proud of. But to it, there must be added the praise which Brigade, Division, Corps and Army Commanders have given you. No matter where the Infantry was, you al-



A Brigade Dance

ways had guns in position to fire in front of them and there was always plenty of ammunition close at hand.

The accuracy of your fire and cleverness in moving your guns were visible to all, but behind this, your Brigade Commander saw the hardships, the difficulties and the sources of worry which confronted you. All these, however, you overcame because you were determined to win.

With a full appreciation of this, your Brigade Commander congratulates you on your glorious accomplishment and your magnificent spirit. To have commanded you through this victorious career is, indeed, an honor and a privilege.

MANUS McCLOSKEY,
Brigadier General U. S. A.,
Commanding.

Meanwhile we were gradually getting rid of our equipment. First the guns and caissons were hauled away; then the wagons, and last of all the horses. How the men did bless the day when those animals were led away! Finally, after the regiment was stripped down to the bare office equipment and the personal belongings of the officers and men, came the order to move. On February 8th the regiment said good-by to Aubepierre and Lignerolles and marched to Latrécy, where they boarded a train for the embarkation center at Le Mans.



CHAPTER XIV

HOMEWARD BOUND

That was a frightful journey from Latrécy to the Le Mans area. The weather was horribly cold, and the men were packed closely in freight cars where, if they tried to have ventilation, they froze, and if they went without fresh air they coughed and sneezed in each other's faces. Influenza was rampant when the end of the journey was reached, and the ambulances were kept busy for some days taking men to the hospital, where several of them developed pneumonia and died. It seemed a shame to have to travel under such conditions, and yet every one knew that the transportation was the best available, and though they grumbled the men "bore it with a patient shrug," glad to endure almost anything so long as they were going toward home.

It had been fully expected that the 77th Division would embark early in March. In fact, it had been officially announced in New York that the date for sailing was fixed as March 5th. But necessary repairs to some of the largest transports, including our old friend *Leviathan*, had delayed the troop movements, and we were obliged to settle down to another trying period of uncertain waiting. February dragged by and March came on apace, but no news of departure was forthcoming. The divisions which were to proceed us were still

awaiting their turn, and disconcerting rumors of further indefinite delays did their best to dampen the men's spirits.

Moreover, the regiment was now scattered as it had never been scattered before. The Colonel and his staff and Battery



Market Day in La Suze

B were quartered in the Château Vaulogé; about a mile away, in the village of Fercé, were Headquarters and Supply Companies and Battery F; a half a mile to the east was Battery D, in another château; Battery E was sent to a holding camp in La Suze, a mile or two farther on, to work on the roads; while in the opposite direction, four miles to the west of Fercé, were Batteries A and C in the village of Pirmil. There were no entertainment halls, no pianos, no anything, except that in

Fercé and Dirmil were small rooms where the Y. M. C. A. had maintained canteens for the casual troops who had preceded us.

Nevertheless, with the prospect of a departure for America which was eventual if not immediate, the men took things as they found them and, backed by their from Colonel Enos down, (not to the enthusiastic new brigade commander General Glassford), they did their make the time pass as quickly and as possible.

The schedule or the division command now provided for in the morning of movement was that the units should appear on their return



MABELON
LEONARD SONN



ABE
LOUIS CANAMARE

officers
mention
manner,
utmost to
as happily



TONY
JOS. J. NIOSI

ordered by
manner
close order drills dur-
hours and every form
worked over in order
make a good appear-
to the United States.
The afternoons were
devoted to athletics.

There were splendid fields avail-
able, and games of baseball, soc-
cer, basketball, and all forms of



W. LEHMERTZ JR.

JIMMY HAGAN





HANET

vided, and was not at-and inter-Glassford open his ade dance. worked band did more ever done before. (this also from the sent by the home the orchestra blos-along the music of that was produced. B Bat-strels were called upon at first, ous modifications the show was whole or in part on several oc-tery A produced a two-act musi-

titled "Here and KING ALCOHOL There" which ALBERT BITTNER

showed great originality and unearthed a lot of hitherto undiscovered talent. They gave several performances in Fercé, and another for



RAY JURLING



MADEMOISELLE ELISE
RAY JURLING



ALBERT BITTNER



RESTLE

outdoor sports were of daily occurrence.

The question of entertainments was made a matter of military concern, with the idea of having something doing on every night to which the men could go. By hook or by crook, shacks, halls or tents were pro-while the ideal of nightly shows tained, the men were amused ested fairly well. General persuaded a French Count to

château for a brig-The Glee Club was overtime, and the playing than it had A piano was bought "tobacco money" Association), and somed forth to help every show

tery's Min-and with vari-repeated in casions. Bat-cal skit en-

the 306 F. A. in Noyen, where the show was enthusiastically received.

The most elaborate spectacle was "Major Sanders' Pageant." During the entire month of March Pirmil was the scene of extraordinary activity. Sheets of tin, salvaged from packing cases, were being cut into odd shapes for making coats of mail; women were sewing madly on fancy costumes of all colors; the battalion P. C. was transformed into a millinery shop where high conical hats were turned out by the dozen and wigs made of straw and mops were manufactured and dyed. When the great day arrived, the Division and Brigade Commanders and their staffs and a large crowd of other notables were on hand to attend the "Funeral of ye Noble Athelstane of Conningsburg," held on the grounds of an ancient and crumbly château. When it was time for the performance to begin, a drizzling rain set in which continued all the after-



Major Sanders

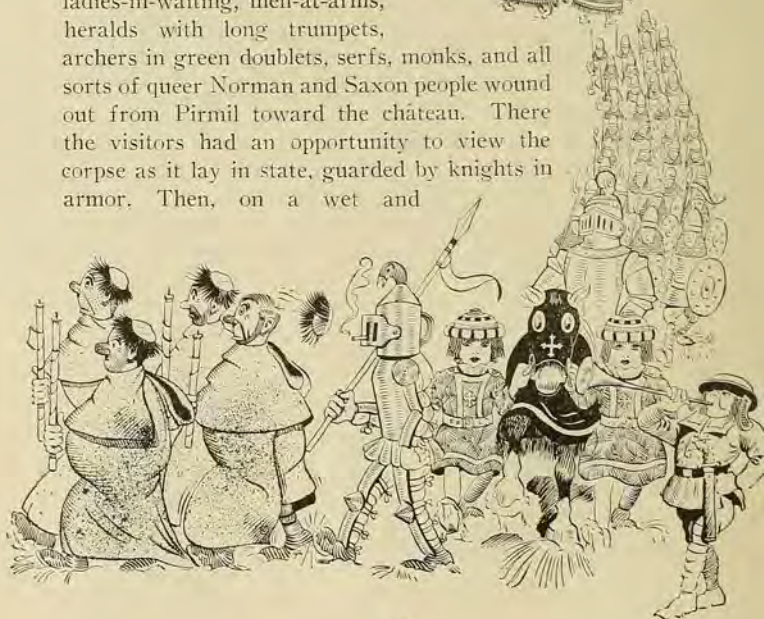


Pageant



noon, but it was too late then to postpone the show. A gorgeous procession of knights in real armor,

ladies-in-waiting, men-at-arms, heralds with long trumpets, archers in green doublets, serfs, monks, and all sorts of queer Norman and Saxon people wound out from Pirmil toward the château. There the visitors had an opportunity to view the corpse as it lay in state, guarded by knights in armor. Then, on a wet and



muddy field, there was a tourney and various maneuvers by the men-at-arms which the visitors watched, shivering. Before the program could be completed the men who were taking part were so wet and bedraggled that the performance was cut short, and every one was invited to fall to at a great supper of "baked meates," pies and cakes, coffee and beer. A sunny day would have made this pageant one of the most beautiful spectacles imaginable. Even with the bad weather it was unusual and worth seeing, and General Alexander was enthusiastic in his appreciation of the originality and interest of the occasion.

About the middle of March, a series of minute inspections of the soldiers and their equipment made the day of departure seem very near. Regimental and brigade and divisional inspections were all but finished and we were slated for a final looking over by the authorities from the embarkation center, when suddenly word came that two divisions had been put ahead of us on the schedule and all preparations for departure were called off. The men were bitterly disappointed and loud in their resentment, but there was nothing to be done about it, so we settled down once more to the familiar task of waiting.

Colonel Enos who had tried several times already to have his regiment brought together into one place, now at last gained his point, and all the organizations were moved down to the Holding Camp at La Suze. Here the men lived in barracks along a single street, and were far more comfortable than they had been in billets. Almost two solid weeks of sunny days made an enormous difference in every one's spirits, and on ground which was no longer muddy we had a revival of interest in baseball games and all sorts of outdoor sports. Having the whole regiment together renewed old ties and built up the regimental spirit which had been tending more and more to give place to battery rivalries.

A large Y. M. C. A. hut, run by a live secretary, furnished a splendid place of amusement. Here the Second Battalion put

on a show which a special detail of men, aided by some from Headquarters Company, had been working up for several weeks. With scenery painted by Private Hedinus, of Battery E, printed programs, and all the paraphernalia of a Broadway show, these men produced a three-act musical comedy, written by Sergeant Hanft, of Battery E, and staged by Sergeants Grandin and Pons of Battery D. Corporal Hagan, of F Battery, and Musician Strange, of the band, were responsible for the music and lyrics of about a dozen new and original songs, from the chief of which the piece took its name: "Oh, Oh, Mademoiselle!" For three nights they played to crowded houses, and made such a success that it was decided to make a regimental affair of the show, and a number of new characters from the First Battalion were introduced. A special performance was given in honor of the Division Commander, at which General Alexander, as the Colonel's guest, sat in a box; and during the remainder of our stay in the Le Mans area the "Oh, Oh, Mademoiselle" Company was busy touring the towns where 77th Division troops were quartered.

Plays and skits from other organizations came to La Suze to entertain us. Hardly an evening passed but what something was going on in the Y. M. C. A. A "wet canteen," serving hot chocolate, was started by the Y girls, who together with the secretary, Mr. Harvuot, did everything possible to promote the men's enjoyment and contentment. Our own regimental secretary, Mr. Newberry, after five months of continuous service to the soldiers, retired from sight to a back room in La Suze. Here he and the men who, under his direction, were making the illustrations for the Regimental History maintained a studio and worked on the pictures which adorn this book, while the Y. M. C. A. people of La Suze and the Holding Camp looked after the more immediate needs of the men's welfare.

For several weeks we lived on the expectation that our sail-

ing date was to be April 30th. It was therefore a glorious surprise when suddenly preparations for departure were begun ahead of schedule. Final delousings, equippings, and inspections were completed quickly. Early on the morning of the 17th the whole regiment was entrained, and, cheering and

singing as the train pulled out, the men bade good-by to La Suze and to the friends from the Y. M. C. A. and Red Cross who had come to see them off.

The journey was short and comparatively easy. Day-break on the 18th found us in Brest, filing through the enormous mess halls for a hot breakfast before the up-hill hike to Camp Pontanézen. The name of our destination was the same



The "Aggie"

as when we had landed the year before, but how different was the place! Instead of the old stone barracks where the men had found sleep so impossible in 1918, we found ourselves marching through a huge city of wooden barracks and tents—a camp so large that the coming and going of twelve or fifteen thousand troops in a single day was unnoticed. Board sidewalks led away from the main road into the streets between the tents. Board floors and iron cots made the sleeping quarters comfortable. Adequate kitchen facilities made it possible

to feed the whole regiment in fifteen or twenty minutes. Glorious weather gave promise of a favorable voyage when we should embark.

There were more delousings and inspections on Friday and



There were Dances on Deck

Saturday, and then came the glad news that we were to be ready to board a transport on the morning of Sunday, April 20th.

That was an Easter Day which the 304th will never forget. At eight in the morning we all marched to an open field where, with music by the band and an address by the Chaplain, a regimental service was held in the glorious April sunshine. By ten o'clock the First Battalion was on the road for Brest, and noon saw the last of the regiment swinging along under full packs, headed for the docks.

Arrived at the pier, we were crowded on to a lighter and ferried out to where lay the transport *Agamemnon*, a splen-

did four-funnel steamer which but a few months back had sailed the seas under the name of *Kaiser Wilhelm II*. A German ship had brought us over and a German ship was to take us back.

The *Agamemnon* was not so large nor so steady as the *Leviathan* but most of the sleeping quarters were more comfortable, and all the troops on board had access to the decks at all times. Besides our own regiment, there were on board the 305th and 306th, several hundred convalescent sick and wounded men, some casual officers and about a hundred nurses.

It was a most congenial company. There were four bands—one from each artillery regiment and one from the ship's crew—and they all played several times each day. There were dances on deck—usually for officers and occasionally for enlisted men. Movies there were, too—three shows for the



Officers' Mess

men and two for the officers every day, with a daily change of program. A stage was rigged up on the after well deck where the Liberty Players, from the 306th F. A., put on two shows, and several vaudeville performances were given in the mess halls. All of the welfare organizations—Red Cross, Y. M. C. A., Knights of Columbus, American Library Association and Jewish Welfare Board—had representatives on the ship, and they kept us supplied with smokes, games, athletic supplies, books and magazines.

There was some difficulty with the men's mess, for these passenger steamships were never built to feed several thousand troops three times a day, and the men of Battery A, who had

the thankless job of being kitchen police for the entire voyage, found themselves faced with a good many kicks. After a man had stood in line for an hour or two, mess kit in hand, waiting for his turn, and then is hustled past the servers as they dump the food on his plate, only to find that he must climb up one steep staircase and down another balancing his dinner as the ship sways, and then eat standing up at a table that swings from the ceiling on chains, he is in no mood to be easily pleased with the food set before him.



The Good Ship Docked

But with only one day of anything approaching rough weather, the men in general had a lazy and a happy enough time, and—they were going home!

No bugle calls were needed to wake us up on the morning of the 29th, for we were due to reach New York before noon, and every one was on tiptoe to get the first sight of "God's Country."

A beautiful April sun was shining as the men hung along the rail straining their eyes toward the west. Presently a vague shape was discernible on the horizon, and before long Atlantic Highlands loomed into view. Then Sandy Hook, and then Coney Island!

At Quarantine came the boats of the Mayor's Welcoming Committee, laden to the gunwales with eager wives, mothers, fathers and sweethearts. It was a wonderful sight to see one group after another recognize their boy on the deck and almost climb overboard in their eagerness to reach out to him. All the way up through the harbor they escorted us, waving and shouting, while bands played and flags waved their welcome.

At last the good ship docked in Hoboken, where thousands more of the relatives were crowded along the iron fence which held them back from the pier. There was little chance for visiting, however, for the regiment was soon marched to another pier for lunch, and then onto a ferry boat which took us around to Long Island City, where we boarded a train for Camp Mills.

It was hard to wait for passes with New York so near, but one more delousing (in the United States called by the more polite name of "sanitation process") was necessary before any one was allowed to leave camp. Then what a rush there was for the city! And how the streets and hostess houses about the entrance of



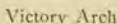
Captain Oliver Perin

the camp swarmed with visitors seeking those men who did not happen to have passes! It was a happy time, and the days passed quickly until, on May 5th, the entire division was brought to New York for the great parade of "New York's Own."

There had been some objection on the part of the men to having a parade, for they understood that it would necessitate their staying a few days longer in the service, and what they desired above all things now was to get back into civil life. But their folks wanted a parade, the regimental and divisional Associations wanted it, New York City wanted it, and deep down in their hearts the soldiers wanted it. And why not? Never had the whole 77th Division been seen in public, and now that the troops had made for themselves a glorious record in the war there was not a man whose pride in his organization did not assert itself and demand public recognition. When the 304th assembled at the 69th Regiment Armory on the morning of May 6th and marched to Waverly Place to await its turn to start up Fifth Avenue, even some who had not been required to attend were present.

Promptly on the hour at ten o'clock, General Alexander and his staff rode through Washington Arch and started up the Avenue. Instead of the usual open formation with platoon front, the order called for a massing of the troops. Four organizations abreast, each in column of squads, filled the broad street from curb to curb as regiment after regiment swung into line. The day was clear and cool, the pace was brisk, and the men marched with superb snap and swing. Sidewalks and grand stands which extended along the entire route were filled with proud relatives and friends who cheered lustily as the regiments tramped by with bands playing, the colors fluttering in the breeze and the artillery's guidons gleaming in the sun. At each intersecting street could be seen eager throngs held back a block away by a cordon of blue-coats. So

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It was an inspiring finish to a splendid career. The 77th Division, which had been the first of the National Army divisions to be sent to France and the first to engage in active work at the front, had made for itself a reputation worth having. It had done the work given it to do, and done it well. It had earned the praise of both French and American corps and army commanders for its achievements on the battle field, no less than the unqualified approval of the inspectors and transportation officers through whose hands it passed on the way

home. New York had learned the worth of the 77th Division, and New York opened her heart to these sons of hers on that memorable 6th of May.

Sitting in his quarters in Camp Upton, whither the troops were sent for demobilization after the parade, Colonel Enos remarked, "I suppose the proudest moment of my life was when I walked up Fifth Avenue at the head of the 304th Field Artillery." For Colonel Enos, who came to us after the fighting was over, caught, in a measure that few men could have equaled, the nature and spirit of the organization which he commanded. Very unobtrusively he had fitted into his place in the regiment, and almost without our knowing it he had become in a very real sense its leader. The men never knew him personally in the same way that they had known Colonel Briggs, but all through those weary months of waiting after the armistice was signed, the quiet but intense interest, the absolute squareness, the unfailing kindness of Colonel Enos made itself felt throughout the regiment, and went far toward keeping the morale up to its surprisingly high level. No man was more frankly proud of the organization than he, and, as he said to the assembled captains the day before the regiment was disbanded, his one great regret will always be that he was denied the privilege and the honor of serving at the front, even for a day, with the 304th F. A.

No one man or group of men can be said to be responsible for the character of the regiment. Undoubtedly the leadership of Colonel Briggs through the critical period in which he was in command exerted a tremendous influence; but the spirit which animated all the men from the top down and from the bottom up was born of a common experience in a great adventure. Potentially that spirit was present in the early days at Camp Upton, but actually its power was not felt until the members of the 304th found themselves sharing danger and hardship together as co-laborers in a mighty task. Then,

with few exceptions, officers, non-commissioned officers and privates discovered the secret of disregarding their own personal interests and conveniences and working together in common loyalty to a great cause.

Those who laid down their lives are but conspicuous examples of the selfless devotion which characterized the whole body of men. We honor them, not simply because of the great sacrifice they gladly made, but because they typify to us the spirit we all felt and saw day after day in the men about us, a spirit which shall live on in the soul of every loyal member of the regiment.

As a military organization the 304th F. A. ceased to exist when, on May 10, 1919, in a downpour of rain, the men marched to the Camp Upton quartermaster's to turn in their blankets and draw their final pay. Then, in a riot of joy at the final prospect of home, with scant farewell they swarmed aboard the train which was to take them back to civil life. They left behind a splendid record of noble achievement, and they carried with them a host of memories which cannot but enrich their lives in all the years to come.

CASUALTY LIST

KILLED IN ACTION

Name	Rank	Organization	Wounded at	Date
Angrissano, William A.	Mech.	Battery C	Fme. des Dames	Aug. 20, 1918
Bryant, Otto	Pvt.	Battery D	Fme. des Dames	Aug. 23, 1918
Buehl, Adolph	Sgt.	Battery E	Fme. des Dames	Aug. 28, 1918
Brady, James A.	Pvt. 1st Cl.	Battery B	Fléville	Oct. 28, 1918
Blaschka, Albert J.	Pvt.	Battery A	La Besace	Nov. 5, 1918
Frey, Harry C.	Cpl.	Battery C	Fme. des Dames	Aug. 20, 1918
Fatseas, Paul	Pvt. 1st Cl.	Battery F	Fme. des Dames	Aug. 25, 1918
Hill, James A.	Pvt. 1st Cl.	Battery F	Fme. des Dames	Aug. 25, 1918
Houseman, Howard T.	Pvt.	Battery B	Fme. des Dames	Aug. 19, 1918
Lincoln, Frederick C.	Pvt. 1st Cl.	Battery D	Vauxcéré	Sept. 10, 1918
McConville, John H.	Mech.	Battery C	Fme. des Dames	Aug. 20, 1918
Moserowitz, Nathan	Pvt. 1st Cl.	Battery F	Fme. des Dames	Aug. 20, 1918
Manthe, Clarence S.	Pvt.	Battery A	La Chalade	Sept. 26, 1918
Olseu, Eric	Pvt. 1st Cl.	Battery C	Vauxcéré	Sept. 14, 1918
Pierson, Owen C.	Pvt.	Battery C	Vauxcéré	Sept. 7, 1918
Pessalano, Michael	Pvt.	Battery D	Vauxcéré	Sept. 10, 1918
Robbins, Edward	Pvt. 1st Cl.	Battery F	Fme. des Dames	Aug. 25, 1918
Sieber, George	Pvt.	Battery E	Bazoches	Sept. 9, 1918
Vannini, Antonio	Pvt.	Battery D	Fme. des Dames	Aug. 23, 1918
Walters, Valentine R.	Sgt.	Battery F	Fme. des Dames	Aug. 23, 1918

DIED OF WOUNDS

Name	Rank	Organization	Wounded at	Date	Date of death
Anderson, Elmer Q.	Pvt.	Battery B	Fme. des Dames	Aug. 19	Aug. 20
Bakken, Rudolph J.	Pvt.	Battery D	Abri du Crochet	Oct. 2	
Capasso, Joseph	Pvt. 1st Cl.	Battery E	St. Pierremont	Nov. 4	Nov. 4
Grace, George	Pvt.	Battery E	Bazoches	Sept. 9	Sept. 10
Gaughn, Thomas J.	Pvt.	Battery C	Vauxcéré	Sept. 7	
Johnson, Oscar P.	Pvt. 1st Cl.	Hdqs. Co.	Vauxcéré	Sept. 14	Sept. 16
Kali, Edward	Pvt.	Battery D	Fme. des Dames	Aug. 23	
McDevitt, Earl H.	Pvt. 1st Cl.	Battery D	Vauxcéré	Sept. 10	Sept. 11
Ormestad, Ole	Pvt.	Battery E	Bazoches	Sept. 9	Sept. 10
Mack, Dorr J.	Pvt.	Hdqs. Co.	Abri du Crochet	Oct. 2	
Stillinger, Rol. H.	Pvt.	Battery E	Bazoches	Sept. 9	Sept. 10
Weinhauer, Geo. H.	Sgt.	Battery D	Fme. des Dames	Sept. 5	

KILLED IN ACCIDENT

Ackerman, John J. Pvt. Battery B ..SommautheNov. 16

WOUNDED

Name	Rank	Organization	Wounded at	Date
Anastas, Peter	Cook	Supply Co.	Vauxc��r��	Sept. 14
Agnelli, Joseph	Pvt.	Battery D	Fme. des Dames	Aug. 20
Akyik, Otto	Pvt. 1st Cl.	Battery C	Argonne Forest	Oct. 15
Amy, Henry J.	1st Lieut.	Battery D	Argonne Forest	Oct. 15
Agneau, Richard S.	Cpl.	Battery F	Fme. des Dames	Aug. 21
Burke, Michael J.	Sgt.	Battery B	Fme. des Dames	Aug. 20
Briden, James J.	Pvt.	Hdqrs. Co.	Vauxc��r��	Sept. 5
Bartley, Harry E.	Pvt. 1st Cl.	Battery E	Bazoches	Sept. 9
Braun, Benjamin L.	Pvt. 1st Cl.	Battery E	Bazoches	Sept. 9
Broderick, John J.	Pvt. 1st Cl.	Battery A	La Chalade	Sept. 26
Busch, Benjamin	Pvt. 1st Cl.	Battery E	Abri du Crochet	Oct. 2
Bandera, Robert A.	Pvt. 1st Cl.	Battery C	Fl��ville	Nov. 1
Christoffel, John E.	Sgt.	Battery A	La Chalade	Sept. 26
Claviter, Arthur W.	Pvt.	Battery D	Fme. des Dames	Aug. 23
Colmerauer, Joseph M.	Pvt.	Hdqrs. Co.	Fme. des Dames	Aug. 27
Colvin, Benjamin F.	Pvt.	Battery B	Argonne Forest	Oct. 14
Clark, Lee Roy	Pvt.	Battery E	St. Pierremont	Nov. 4
Clarke, John P.	Pvt.	Battery F	Fl��ville	Oct. 8
Dodge, Cleveland E.	1st Lieut.	Battery C	Fme. des Dames	Aug. 20
De Cicco, Albert A.	Pvt.	Battery E	Bazoches	Sept. 9
Ducharme, Theodore	Pvt.	Battery B	Fl��ville	Nov. 1
Dever, Willis	Pvt.	Battery F	Fl��ville	Oct. 28
Duggan, Thomas F.	Pvt.	Battery F	Fl��ville	Oct. 28
Deyo, Raymond	Pvt.	Battery A	Vauxc��r��	Sept. 19
Eberstadt, Ferdinand	1st Lieut.	Battery D	Fme. des Dames	Aug. 21
Engstrom, Fridolph	Pvt.	Battery E	Bazoches	Sept. 9
Epstein, Abraham L.	Pvt.	Med. Det.	Fl��ville	Nov. 1
Fuchs, Pellet	Pvt.	Battery B	Fl��ville	Oct. 28
Flynn, James P.	Sgt.	Battery F	Fme. des Dames	Aug. 25
Frid, Charles J.	Pvt.	Battery D	Vauxc��r��	Sept. 14
Gallenz, Valentine J.	Pvt. 1st Cl.	Battery C	Fl��ville	Nov. 1
Hanson, Otto	Pvt.	Battery E	St. Jurvin	Oct. 14
Hansen, Henry E.	Pvt.	Hdqrs. Co.	Vesle River	Sept. 5
Hornung, John J.	Pvt.	Battery D	Fme. des Dames	Aug. 23
Johnson, Olaus	Pvt.	Battery D	Argonne Forest	Oct. 14
Jeffers, William J.	Sgt.	Battery F	Fme. des Dames	Aug. 21
Jaeger, Albert E.	Pvt.	Battery B	Argonne Forest	Oct. 14
King, Henry D.	Pvt.	Battery B	Fme. des Dames	Aug. 20
King, Joseph V.	Pvt.	Hdqrs. Co.	Vesle River	
Koen, William H.	Cpl.	Battery D	(Accidental)	Sept. 14
Kurzman, Abraham	Pvt. 1st Cl.	Battery F	Fme. des Dames	Aug. 18

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LT. COL. JOHN R. KELLY	Sept. 27—Dec. 31, 1917)
(MAJ. L. C. SPARKS, ACTING, SEPT. 27—DEC. 31, 1917.)	Sept. 5, 1917—Apr. 1, 1918
COL. RAYMOND W. BRIGGS	Apr. 1, 1918—Sept. 10, 1918
LT. COL. WILLIAM MCCLEAVE	Sept. 10, 1918—Nov. 20, 1918
COL. COLEY ENOS	Nov. 20, 1918—May 10, 1919

First Battalion

MAJ. LEWIS SANDERS Sept. 5, 1917—Apr. 1, 1918
(CAPT. H. B. PERRIN, ACTING Sept. 27—Nov. 4, 1918)

MAJ. LEONARD SPARKS	Sept. 5, 1917—May 10, 1918
MAJ. ALVIN DEVEREUX	May 10, 1918—March 26, 1919
MAJ. JOSEPH A. DOYLE	March 26, 1919—May 10, 1919

CAPT. HARRY KEMPNER Sept. 5, 1917—May 10, 1919

CAPT. GUY H. GARRETT	Sept. 5, 1917—Aug. 23, 1918
LIEUT. JAMES V. MURPHY	Aug. 23, 1918—Sept. 10, 1918
CAPT. ROBERT H. EWELL	Sept. 10, 1918—May 10, 1919

CAPT. ROBERT H. EWELL	Sept. 5, 1917—Mar. 4, 1918
CAPT. HUNTINGTON LYMAN	Mar. 4, 1918—May 10, 1919

CAPT. JOSEPH A. DOYLE	Sept. 5, 1917—Mar. 26, 1919
LIEUT. FREDERICK M. GANNON	Mar. 26, 1919—May 10, 1919

Battery C

CAPT. ELLIOT C. BACON	Sept. 5, 1917—Dec. 26, 1918
LIEUT. CLEVELAND E. DODGE	Dec. 26, 1918—Jan. 22, 1919
CAPT. GRINNELL MARTIN	Jan. 22, 1919—May 10, 1919

Battery D

CAPT. ROBERT V. MAHON	Sept. 5, 1917—May 10, 1919
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Battery E

CAPT. OLIVER PERIN	Sept. 5, 1917—May 10, 1919
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Battery F

CAPT. E. POWIS JONES	Sept. 17, 1917—Mar. 4, 1918
CAPT. ROBERT H. EWELL	Mar. 4, 1918—Sept. 10, 1918
CAPT. FERDINAND EBERSTADT	Sept. 10, 1918—Jan. 25, 1919
LIEUT. BASIL H. HUNTER	Jan. 25, 1919—May 10, 1919

ROSTER OF OFFICERS

- ALMON, GEORGE C. ALBANY, ALABAMA
2nd Lt., Supply Co., Nov. 20, 1917-Aug. 23, 1918. Returned to
U. S. A. and promoted to 1st Lt.
- AMY, HENRY J. 44 WALL ST., NEW YORK CITY.
2nd Lt., Battery A, Sept. 5, 1917. Promoted to 1st Lt., Jan. 3,
1918. Transferred to Btry D, Sept. 10, 1918. Transferred to
Hdq. Co., Oct. 27, 1918. Transferred to 302nd Ammunition
Train, Jan. 9, 1919.
- ANDERSON, RAYMOND W. 1832 CARROLL ST., ST. PAUL, MINN.
1st Lt., Battery A. Mar.-May, 1918.
- ARMITAGE, GUY D. 520 LAKE DRIVE, MILWAUKEE, WIS.
Lt. Col., Feb. 15, 1919-May 10, 1919.
- BACON, ELLIOT C. 23 WALL ST., NEW YORK CITY.
Capt., Battery C. Sept. 5, 1917-Dec. 26, 1918. Transferred to
Hdq., 1st Army Corps, Dec. 1918.
- BAKER, LOUIS P.
2nd Lt., Battery B, Nov. 16, 1918-April 9, 1919. Transferred to
Hdq. 77th Div.
- BATESON, E. FARRAR 64 EAST 54TH ST., NEW YORK CITY.
Capt., Adjutant, 2nd Battalion, March 1918-May 10, 1919.
- BONNET, GEORGE A. 621 MORRIS ST. N. E., WASHINGTON, D. C.
Capt. (attached), Supply Co., Nov. 16, 1918-Feb. 8, 1919. Trans-
ferred to 2nd Battalion as Adjutant. Served with Regiment until
May 10, 1919.
- BOYD, HUGH M. 416 WEST 145TH ST., NEW YORK CITY.
2nd Lt., Battery A, Nov. 4, 1917-May 10, 1919.
- BRIGGS, RAYMOND W.
CARE OF ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C.
Colonel, commanding 304th F. A., April 1-Sept. 10, 1918. Pro-
moted to Brigadier General, Aug. 25, 1918.
- BRADFORD, W. K. CHICAGO, ILL.
2nd Lt., Supply Co., March-May, 1919.

- BROWN, EDWARD M. 2nd Lt., Battery B, Oct. 14-Nov. 16, 1918. Transferred to Army of Occupation.
- BROWN, HOWARD H. .. CARE MRS. GRENVILLE GILBERT, WARE, MASS. 2nd Lt., Hdqrs. Co., Dec. 11, 1917-May 10, 1919. Served on Staff of 1st Bn. Promoted to 1st Lt., Sept. 18, 1918.
- BRUNS, FRED H. CARE OF ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C. 1st Lt., Battery C, Sept. 5, 1917-Jan. 22, 1918. Transferred to Supply Co. Regimental Munitions Officer. Transferred to Army of Occupation, Nov. 16, 1918.
- BRUNNERMAN, F. L. 2nd Lt., Supply Co., Sept. 10-Oct. 20, 1918. Transferred to Military Police, 77th Div.
- CHAMBERS, T. G. 505 WEST 17TH ST., OKLAHOMA CITY, OKLA. 2nd Lt. Battery B, Feb.-May 10, 1919.
- CUNNINGHAM, FRANK L. 46 HAMILTON PLACE, BROOKLYN, N. Y. 2nd Lt., Battery A, Nov. 14, 1917. Promoted to 1st Lt., Sept. 5, 1918. Served until May 10, 1919.
- CUNNINGHAM, JAMES W. MT. LAKES, N. J. 2nd Lt., Headquarters Co., Jan. 1, 1918. Promoted to 1st Lt., Jan. 3, 1918. Regimental Radio Officer. Served until May 10, 1919.
- DANFORTH, NICHOLAS 106 WEST 58TH ST., NEW YORK CITY. 1st Lt., Headquarters Co., Jan. 1-Aug. 23, 1918. Returned to U. S. and promoted to Capt.
- DANIEL, S. L. 2nd Lt., Headquarters Co., Sept. 12, 1918. Transferred to Battery D, Oct. 12, 1918. Served until May 10, 1919.
- DAVIS, WORTHINGTON 2nd Lt., Battery E, Nov. 14, 1917-Aug. 23, 1918. Returned to U. S. and promoted to 1st Lt.
- DE BAUN, MILTON HAVERSTRAW, N. Y. 1st Lt., Headquarters Co., Jan. 1, 1918. Transferred to Battery E, Jan. 22, 1918. Served until May 10, 1919.
- DEVEREUX, ALVIN 120 BROADWAY, NEW YORK CITY. Major, Commanding 3rd Battalion, March-May, 1918. Commanding 2nd Battalion, May 1918-May 10, 1919.
- DODGE, CLEVELAND E. RIVERDALE, NEW YORK CITY. 2nd Lt., Battery C, Sept. 5, 1917. Promoted to 1st Lt., Jan. 3, 1918. Served until May 10, 1919.

- 2nd Lt., Battery B, Sept. 5, 1917. Promoted to 1st Lt., Jan. 3, 1918. Commanding Battery B, March 26-May 10, 1919.
- GARRETT, GUY H. Capt., Supply Co., Sept. 5, 1917-Aug. 23, 1918. Returned to U. S. A. and promoted to Major.
- GOUGH, WILLIAM R. 313 FRANKLIN PLACE, PLAINFIELD, N. J. 2nd Lt., Battery B, Nov. 14, 1917-Aug. 23, 1918. Returned to U. S. A. and promoted to 1st Lt.
- GRAF, WILLIAM E. 1124 JACKSON AVE., NEW YORK CITY. 1st Lt., Dental Surgeon, Oct. 19, 1917-Mar. 1, 1919. Promoted to Capt., and made Dental Surgeon, 77th Division.
- GRAHAM, CHARLES V. 15 VERNON AVE., BROOKLYN, N. Y. 2nd Lt., Battery C, Sept. 5, 1917. Promoted to 1st Lieut., Jan. 3, 1918. Served until May 10, 1919.
- HORTON, GEORGE E. WARTRACE, TENN. 1st Lt., Regimental Surgeon, 304th F. A., Sept. 5, 1917-Dec. 17, 1918. Promoted to Capt., Dec. 6, 1917. Promoted to Major, May 10, 1918. Returned to U. S. A. for discharge at his own request, Dec. 17, 1918.
- HOWARD, JAMES M. ... 200TH ST. AND BAINBRIDGE AVE., NEW YORK CITY. 1st Lt. Chaplain 304th F. A., Sept. 27, 1917. Acting Senior Chaplain, 77th Div., March 19-May 10, 1919. Promoted to Capt., March 16, 1919. Served with Regiment until May 10, 1919.
- HUNTER, BASIL H. NEWBERRY, MICHIGAN. 2nd Lt., Battery E, Nov. 24, 1917-Mar. 16, 1918. Transferred to Hdqrs. Co. Gas Officer, 2nd Bn. Promoted to 1st Lt., and transferred to Btry F, Sept. 10, 1918. Commanding Battery F, Jan. 25-May 10, 1919.
- JONES, E. POWIS 105 EAST 53RD ST., NEW YORK CITY. Capt., Battery F, Sept. 5, 1917. Transferred to 2nd Bn., as Adjutant, Mar. 4, 1918. Made Regimental Personnel Adjutant, May, 1918. Made Regimental Adjutant, Jan. 22, 1919. Served until May 10, 1919.
- JUSEK, HARRY J. 424 MYRTLE ST., SIOUX CITY, IOWA. 2nd Lt., Veterinary Corps, with 304th F. A., Oct. 13, 1918-April 20, 1919. Transferred to remain over seas when regiment sailed for U. S. A.
- KELLER, WILLIAM ST. JOHNSVILLE, N. Y. 1st Lt., Headquarters Co., Jan. 1, 1918-Mar. 26, 1919. Preceded regiment overseas, Jan. 1918, rejoining at Camp de Souge, June,

1918. Regimental Gas Officer. Transferred to Supply Co., Mar. 26, 1919. Served until May 10, 1919.
- KEMPNER, HARRY 547 FOURTH ST., BROOKLYN, N. Y.
Capt., Hdqrs. Co., Sept. 5, 1917-May 10, 1919. Regimental Operations Officer.
- KELLY, JOHN R.
CARE ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C.
Lt. Colonel, commanding 304th F. A., Sept. 5, 1917-April 1, 1918.
Transferred to 17th F. A. and promoted to Colonel, June, 1918.
- KITTLE, PERCY H. 228 WEST 71ST ST., NEW YORK CITY.
2nd Lt., Hdqrs. Co., Sept. 5, 1917. Promoted to 1st Lt., Jan. 3, 1918. Regimental Telephone Officer. Served until May 10, 1919.
- LILLIBRIDGE, HARRISON 411 WEST END AVE., NEW YORK CITY.
2nd Lt., Battery B, Sept. 5, 1917-March, 1919. Relieved to attend University of Paris.
- LAWTON, GEORGE L. 175 LINCOLN ST., MIDDLETOWN, CONN.
2nd Lt., Hdqrs. Co., Nov. 22, 1917-Jan. 24, 1919. 1st Bn. Staff.
Transferred to Army of Occupation.
- LUNNY, JAMES E. 508 SIXTEENTH ST., BROOKLYN, N. Y.
1st Lt., Hdqrs. Co., Jan. 1-Sept. 10, 1918. Transferred to Battery D. Served until May 10, 1919.
- LYMAN, HUNTINGTON 65 WEST 54TH ST., NEW YORK CITY.
1st Lt., Battery A, Sept. 5, 1917. Commanding Battery A, Jan. 1918-May 10, 1919. Promoted to Capt., Mar. 4, 1918.
- LATTIMER, JOHN M. 691 NINTH AVE., NEW YORK CITY.
2nd Lt., Hdqrs. Co., Mar.-May, 1918. Came over-seas as 1st Sgt., Btry. A. Graduated Officers' Training School, Saumur, France.
- LOOMIS, HAROLD J. 47 WEST 8TH ST., OSWEGO, N. Y.
1st Lt., Dental Corps, March-May, 1919.
- McMASTER, JOHN W. 346 SIXTEENTH ST., BROOKLYN, N. Y.
2nd Lt., Battery B, Sept. 5, 1917. Promoted to 1st Lt., Jan. 3, 1918. Transferred to Hdqrs. Co., Jan. 22, 1918. Returned to U. S. A. and promoted to Capt., Aug. 23, 1918.
- McCALEB, WALTER L. DUCK RIVER, TENN.
1st Lt., Medical Corps; assigned Sept. 5, 1917. Surgeon, 2nd Battalion. Served until May 10, 1919.
- McCleave, WILLIAM
CARE OF ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C.
Lt. Colonel, 304th F. A., Sept. 1, 1918-Jan. 21, 1919. Command-

- ing 304th F. A., Sept. 10–Nov. 20, 1918. Transferred as Instructor to Artillery School at Valdahon, France.
- McRAE, DONALD C. CARE McRAE AND KEELER, ATTLEBORO, MASS.
1st Lt., Supply Co., Jan. 1, 1918. Transferred to Hdqrs. Co.,
March, 1918. Liaison Officer with 305th Inf. at the front.
Transferred to 302nd Ammunition Train, Jan. 9, 1919.
- McVAUGH, KEITH 506 WASHINGTON AVE., BROOKLYN, N. Y.
2nd Lt., Battery A, Sept. 5, 1917. Promoted to 1st Lt., Jan. 3,
1918. Served with Battery A until May 10, 1919.
- MACDOUGALL, ALLAN CONVENT, N. J.
2nd Lt., Battery D, Sept. 5, 1917. Promoted to 1st Lt., Jan. 3,
1918. Transferred to Hdqrs. Co., Jan. 22, 1918. Transferred to
Battery E, July 16, 1918. Served with Battery E until May 10,
1919.
- MAHON, ROBERT V. 109 FOURTH ST., GARDEN CITY, N. Y.
Capt., Battery D, Sept. 5, 1917–May 10, 1919.
- MAHM, DOUGLASS R. 1448 EAST 115TH ST., CLEVELAND, OHIO.
2nd Lt., Battery E, Nov. 12, 1918–May 10, 1919.
- MANDEVILLE, WILLIAM H. 439 WEST CLINTON ST., ELMIRA, N. Y.
2nd Lt., Battery E, Sept. 5, 1917. Promoted to 1st Lt., Jan. 3,
1918. Returned to U. S. A. and promoted to Capt., Aug. 23,
1918.
- MANN, JOHN W. 3616 NEWARK ST., WASHINGTON, D. C.
2nd Lt., Battery C, Dec. 12, 1918. Transferred to Battery D,
Mar. 3, 1919. Served with Battery D until May 10, 1919.
- MARTIN, GRINNELL
CARE FRAZER & SPEAR, 20 EXCHANGE PLACE, N. Y. CITY.
1st Lt., Battery E, Sept. 5, 1917. Made Regimental Adjutant,
July 5, 1918. Promoted to Capt., Sept. 10, 1918. Transferred to
Battery C, Jan. 22, 1919. Commanded Battery C until May 10,
1919.
- MURPHY, JAMES V.
CARE OF ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C.
1st Lt., Supply Co., Sept. 5, 1917–Jan. 24, 1919. Commanded Sup-
ply Co., Aug. 23–Sept. 10, 1919. Transferred to Army of Occupa-
tion.
- NORMAN, A. W. R. R. No. 2, CULPEPER, VIRGINIA.
2nd Lt., Hdqrs. Co., Sept. 10, 1918–May 10, 1919.
- NORRIS, FRANK
CARE OF ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C.

- 1st Lt., Battery F, Sept. 5, 1917-Jan. 24, 1919. Transferred to Army of Occupation.
- NORTH, L. L.
1st Lt., Veterinary Corps, with 304th F. A., Sept. 6-Oct. 13, 1918. Evacuated to hospital.
- O'DONNELL, JOSEPH 403 SECOND ST., BROOKLYN, N. Y.
2nd Lt., Battery E, Sept. 5, 1917-Nov. 16, 1918. Transferred to Army of Occupation.
- OFFRAY, CLAUDE V.
2nd Lt., Battery A, July 22-Aug. 23, 1918. Returned to U. S. A. and promoted to 1st Lt.
- PAGE, CHARLES W. 94 WOODLAND ST., HARTFORD, CONN.
1st Lt., Hdqrs. Co., Jan. 1, 1918-May 10, 1919. Absent from Regiment as balloon observer, July-November, 1918.
- PERIN, OLIVER 158 EAST 62ND ST., NEW YORK CITY.
Capt., Battery E, Sept. 5, 1917-May 10, 1919.
- PFAELZER, OSWALD D. MONTCLAIR, N. J.
2nd Lt., Battery F, Sept. 5, 1917. Promoted to 1st Lt., Jan. 3, 1918. Returned to U. S. A. and promoted to Capt., Aug. 23, 1918.
- PERRIN, HERVEY BATES
CARE FEDERAL RESERVE BANK, SAN FRANCISCO, CAL.
Capt., Adjutant 1st Bn., Sept. 5, 1917-Jan. 1919. Transferred to Army of Occupation.
- QUINN, TIMOTHY R.
2nd Lt., Battery F, Nov. 12, 1918-May 10, 1919.
- RENNARD, JOHN T. 70 EAST 77TH ST., NEW YORK CITY.
2nd Lt., Hdqrs. Co., Sept. 5, 1917-May 10, 1919. Telephone Officer, 2nd Bn.
- RICHARD, AUGUST 69 EAST 56TH ST., NEW YORK CITY.
2nd Lt., Battery D, Sept. 5, 1917. Promoted to 1st Lt., Jan. 3, 1918. Served with Battery D until May 10, 1919.
- ROBERTSON, DANIEL S.
CARE OF ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C.
1st Lt., Veterinary Corps. Regimental Veterinarian, June 16, 1918-March, 1919. Transferred to Army of Occupation.
- SAMS, JAMES R. NEWBORN, GEORGIA.
1st Lt., Medical Corps, Sept. 5, 1917. Surgeon, 1st Battalion. Promoted to Capt., Mar. 26, 1919. Served with Regiment until May 10, 1919.

- SANDERS, LEWIS 126 EAST 27TH ST., NEW YORK CITY.
Major, commanding 1st Bn., Sept. 5, 1917-May 10, 1919.
- SCHWARTZ, ALFRED A. 825 WEST 179TH ST., NEW YORK CITY.
1st Lt., Medical Corps, May 1-July 6, 1918. Transferred to
Camp Hospital No. 9, France.
- SMITH, ROGER MCE. 30 CHURCH ST., ELLENVILLE, N. Y.
2nd Lt., Headquarters Co., Sept. 5, 1917-May 10, 1919. Radio
Officer 1st Bn. Served with B Battery through the Argonne.
- SMITH, SHELDON D. 98 ENGLEWOOD AVE., DETROIT, MICH.
2nd Lt., Battery C, Nov. 23, 1917-Aug. 23, 1918. Returned to
U. S. A. and promoted to 1st Lt., Aug. 23, 1918.
- SPARKS, LEONARD C.
CARE OF ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C.
Major, commanding 2nd Bn., Sept., 1917-June, 1918. Transferred
to 17th F. A., and promoted to Lt. Colonel.
- STEVENS, KENNETH M.
2nd Lt., Battery C, Nov. 23, 1917. Transferred to Hdqrs. Co.,
Mar. 25, 1918. Radio and Reconnaissance Officer, 2nd Bn.
Served with Regiment until May 10, 1919.
- SULLIVAN, LEONARD WOODMERE, LONG ISLAND, N. Y.
Capt., Regimental Adjutant, Sept. 5, 1917-July 1, 1918. Trans-
ferred to Army Staff College at Langres, France.
- TENCH, FRANCIS M.
CARE OF ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C.
1st Lt., Dental Corps, Mar. 21-Aug. 19, 1918. Transferred
to 302nd Sanitary Train and promoted to Capt.
- THOMAS, RUPERT B. 259 BROADWAY, FLUSHING, N. Y.
2nd Lt., Battery D, Dec. 21, 1917. Transferred to Battery F,
Sept. 12, 1918. Served with Battery F until May 10, 1919.
- TWEEDY, TEMPLE H. 4316 THIRTEENTH ST., WASHINGTON, D.C.
2nd Lt., Hdqrs. Co., Jan. 23, 1918-Aug. 24, 1918. Transferred
to Battery F. Wounded, Aug. 25, 1918. Rejoined Regiment as
1st Lt., Oct. 1918, and served with Hdqrs. Co. until May 10,
1919.
- WASHBURN, IRA H. HAVERSTRAW, N. Y.
2nd Lt., Battery F, Sept. 5, 1917-Aug. 23, 1918. Returned to
U. S. A. and promoted to 1st Lt.
- WATSON, ELMER E.
2nd Lt., Battery F, Nov. 24, 1917-Aug. 23, 1918. Returned to
U. S. A. and promoted to 1st Lt.

- WELLING, CHARLES B. 55 EAST 76TH ST., NEW YORK CITY.
1st Lt., Battery B, Sept. 5, 1917. Made Regimental Personnel
Adjutant, Jan. 22, 1919. Promoted to Capt., Mar. 26, 1919.
- WHITCOMB, NEWELL B.
1st Lt., Supply Co., Jan. 1-Aug. 23, 1918. Returned to U. S. A.
and promoted to Capt.
- WYMAN, WALTER F. 152 WEST 58TH ST., NEW YORK CITY
2nd Lt., Hdqrs. Co., Sept. 5, 1917-Promoted to 1st Lt., Jan. 3,
1918. Evacuated to hospital as sick, Oct. 10, 1918.
- WENZEL, ANDREW J. 2374 PUTNAM AVE., BROOKLYN, N. Y.
2nd Lt., Battery B, April-May, 1919. Came over-seas as 1st
Sgt., Hdqrs. Co. Graduated from Officers' Training School at
Saumur, and served at front with 2nd Div.
- YARBOROUGH, ARTHUR L.
CARE OF ADJUTANT GENERAL OF THE ARMY, WASHINGTON, D. C.
2nd Lt., Battery A, Oct. 14, 1918-Jan. 24, 1919. Transferred
to Army of Occupation.

NOTE: A number of non-commissioned officers of the 304th F. A. were gradu-
ated from the Artillery Training School at Saumur, France, and qualified for com-
missions. The commissions, however, did not arrive until just before demobiliza-
tion. The editor regrets that, as a complete list of these promotions was not avail-
able, he was unable to include the names in the roster of officers.

ROSTER OF ENLISTED MEN

THOSE WHO WENT OVERSEAS WITH THE REGIMENT¹

Aaberg, Casper I.	Pvt.	R. F. D. No. 4, Starbuck, Minn.	Battery F.
Abrams, Harry	Sgt.	69 Hart St., Brooklyn, N. Y.	Battery E.
Ackerman, John	Pvt.	1136 Flushing Ave., Brooklyn, N. Y.	Battery B.
Adelberg, Harry	Pvt.	212 Nostrand Ave., Brooklyn, N. Y.	Hdqs. Co.
Agneau, Richard S.	Pvt.	76 Union Road, Roselle Pk., N. J.	Battery F.
Agnelli, Joseph	Pvt.	Otter River, Mass.	Battery D.
Agoni, Joe	Pvt.	Box 94, Buhl, Mass.	Battery C.
Aigeltinger, Frank W.	Sgt.	475 W. 142d St., N. Y. C., N. Y.	Battery C.
Akvik, Otto	Pvt.	Audubon, Minn.	Battery C.
Allard, Felix	Pvt.	R. F. D. No. 2, Southbridge, Mass.	Battery D.
Allen, Edward P.	Mech.	325 E. 51st St., N. Y. C., N. Y.	Battery F.
Allen, Vernon L.	Pvt.	R. F. D. No. 1, Stockton, Kansas	Battery C.
Almy, William M.	Sgt.	Lawrence, L. I., N. Y.	Battery C.
Altenburg, Charles	Bd. Sgt.	234 Jerome St., Brooklyn, N. Y.	Hdqs. Co.
Altman, Morris H.	Pvt.	294 Georgia Ave., Brooklyn, N. Y.	Battery D.
Alvey, John L.	Pvt.	Issue Post Office—Charles Co., Md.	Battery A.
Americo, Dante	Pvt.	130 Houston St., N. Y. C., N. Y.	Battery B.
Amidon, Willis E.	Pvt.	1613 Holme St., Kansas City, Mo.	Battery C.
Anastas, P. N.	Pvt.	520 W. 54th St., N. Y. C., N. Y.	Supply Co.
Anderson, Albert W.	Pvt.	1530 E. 18th St., Minneapolis, Minn.	Battery F.
Anderson, Albin J.	Pvt.	Crosby, Pa.	Hdqs. Co.
Anderson, Andrew	Pvt.	Trommlald, Minn.	Battery E.
Anderson, Archie	Pvt.	22 Center St., Rockaway Bh., N. Y.	Hdqs. Co.
Anderson, A. W.	Rt. Su. Sgt.	Emmet, Idaho	Supply Co.
Anderson, Carl W.	Cpl.	R. F. D., Osseo, Minn.	Battery A.
Anderson, Carl O.	Wag.	397 N. Smith Ave., St. Paul, Minn.	Supply Co.
Anderson, Edward	Pvt.	% Mrs. O. Greyzwaez, 26 Third Ave., Seymour, Conn.	Battery A.
Anderson, Elmer Q.	Pvt.	Roxbury Rd., N. Britain, Conn.	Battery B.
Anderson, Ernest W.	Pvt.	Box 97, Rush City, Minn.	Battery B.
Anderson, Frode	Wag.	1528 25 Ave., S. E. Minneapolis, Minn.	Supply Co.
Anderson, Josephus	Sgt.	321 Stanhope St., Brooklyn, N. Y.	Battery F.
Anderson, Ludwig	Pvt.	Higden, Minn.	Supply Co.
Anderson, Oscar A.	Pvt.	119 Adams St., Eveleth, Minn.	Battery F.
Andrews, Edmund Z.	Mech.	165a Jefferson Ave., Brooklyn, N. Y.	Battery A.
Andrews, John F.	Pvt.	Johnson, Minn.	Battery F.

¹ Names printed in italics represent those who lost their lives as a result of wounds received in action.

Angelo, Guiseppo Pvt. 13 Hamburg Ave., Brooklyn, N. Y. Battery C.
Anquisano, Wm. A. Pvt. 316 E. 62nd St., N. Y. City, N. Y. Battery C.
Anselmi, Galiano Pvt. 617 Lorimer St., Brooklyn, N. Y. Battery D.
Antola, Francesco Bug. 3 Hamilton Place, N. Y. C. Battery D.
Antonecchi, A. Pvt. 3436 Kingsbridge Ave., N. Y. C. Battery E.
Apicella, Louis Cook 1063 Park Ave., N. Y. C., N. Y. Battery D.
Appel, Eric G. Cpl. Scobey, Mont. Battery E.
Appleby, Robert Pvt. Mystic, Iowa Battery D.
Aquilino, Michele Pvt. 2 Elliot Pl., Newton, Up. Falls, Mass. Battery F.
Arfman, Chris. J. Sgt. 510 E. 89th St., N. Y. C., N. Y. Battery A.
Armstrong, Albert T. Cpl. 1715 Montgomery Ave., N. Y. C. Battery C.
Armstrong, James A. Pvt. 9 Acorn St., Elmhurst, N. Y. Battery E.
Armstrong, John R. Pvt. 474 78th St., Brooklyn, N. Y. Battery E.
Arola, Arvid Pvt. Wolf Lake, Minn. Battery D.
Arone, Raffaello Mech. Elm St., Ardsley, N. Y. Supply Co.
Ashby, Whitman G. Sgt. Sherman Ave., No. Collins, N. Y. Hdqrs. Co.
Asber, Harry R. Mech. Red Hooke, N. Y. Battery E.
Aske, Leonard A. Pvt. Prosper, Minn. Battery D.
Askman, John Cpl. 1571 2nd Ave., N. Y. C., N. Y. Battery A.
Atno, Sherwood Sgt. 57 Prospect Pl., Brooklyn, N. Y. Battery C.
Augustine, Harry Mech. Westhampton Beach, L. I., N. Y. Battery B.
Aureli, Michele Pvt. 299 E. 103d St., N. Y. C., N. Y. Battery C.
Ayers, Stephen Sgt. 166 W. 129th St., N. Y. C. Hdqrs. Co.

Bacca, Cornino Pvt.
Bailey, Gaylord Pvt. 1208 Brookdale Ave., Charlton, Ia. Battery D.
Bailey, Harold R. Pvt. 130 W. 28th St., Minneapolis, Minn. Battery A.
Bailey, William F. Pvt. c.o. Minneapolis Journal, Minn. Battery A.
Baird, Edward B. Cpl. 43 Columbus Ave., Port Richmond,
S. I. Hdqrs. Co.
Baker, Lester B. Wag. Creek Road Forks, N. Y. Supply Co.
Bakke, Jacob A. Pvt. Storden, Minn. Battery E.
Bakken, Paulus Pvt. Vining, Minn. Battery F.
Bakken, Rudolph Pvt. Houston, Minn. Battery D.
Baldwin, Amos J. C. Sgt. Merrick Rd., Belmore, L. I., N. Y. Hdqrs. Co.
Ball, Elliott B. Pvt. Hammondsport, N. Y. Hdqrs. Co.
Bandera, Robert A. Pvt. 3909 Folsam St., St. Louis, Mo. Battery C.
Bang, Walter Pvt. R. 1, Royal, Iowa Battery D.
Barger, Jesse W. Cpl. Mohegan Lake, N. Y. Battery D.
Barham, Lee Pvt. Edgerton, Iowa Battery D.
Barker, Paul J. Pvt. 35 Mystic Ave., E. Lynn, Mass. Battery A.
Barnett, Grover C. Pvt. General Delivery, Meta, Mo. Battery B.
Barnett, Richard J. Pvt. 67 Sutton St., Brooklyn, N. Y. Battery F.
Barrett, Clyde A. Pvt. Happyville, Colo. Battery C.
Barrett, Thomas M. Pvt. 905 5th Ave., McKeesport, Pa. Battery F.
Barrett, William Pvt. 220 E. 57th St., N. Y. C., N. Y. Battery D.
Barrington, Williams Pvt. 1361 Whitney Ave., Niagara Falls,
N. Y. Hdqrs. Co.

Barry, Edmund L. Cpl. 45 Wadsworth Ave., N. Y. C. Battery E.
 Bartell, Fred Pvt. 833 2nd Ave., N. Y. C., N. Y. Supply Co.
 Barth, Jacob F. Pvt. Keating Summit, Pa. Battery D.
 Bartley, Harry E. Pvt. 307 W. 21st St., N. Y. C., N. Y. Battery E.
 Barton, Francis K. Sgt. 742 Richmond Rd., Richmond, S. I.,
 N. Y. Battery F.
 Bass, S. Cook 1664 Park Ave., N. Y. C., N. Y. Battery B.
 Bassage, Roy E. Cpl. R. F. D. No. 12, Branchport, Steu-
 ben Co., N. Y. Battery F.
 Basset, Edw. J. Pvt. 41 Summit St., New Medical
 Baum, Arthur Pvt. 540 W. 157th St., N. Y. C., N. Y. Battery B.
 Baumgardner, H. H. Pvt. 101 Wall St., Sioux City, Iowa. Battery C.
 Baumgrass, Cornelius Cpl. 167 E. 89th St., N. Y. C., N. Y. Hdqrs. Co.
 Bauscher, Charles Pvt. 530 E. 88th St., N. Y. C., N. Y. Hdqrs. Co.
 Beach, Hart J. Sgt. Saybrook, Conn. Battery F.
 Beams, Frederick B. Pvt. 161 E. 7th St., Brooklyn, N. Y. Battery B.
 Beck, Leonard L. Pvt. 238 E. Lucy St., St. Paul, Minn. Battery A.
 Belgan, John L. Pvt. 117 W. 96th St., N. Y. C., N. Y. Battery D.
 Bellquist, Oscar W. Pvt. R. F. D. No. 2, Box 94, Dassel, Minn. Battery B.
 Benczik, Alios J. Pvt. 1904-19 ½ Ave., 3rd St., N. St.
 Cloud, Minn. Battery E.
 Bennet, Robert Cpl. 169 Main St., Hamburg, N. Y. Battery A.
 Benzing, Albert H. Bug. 48 Maple Ave., Springville, N. Y. Battery B.
 Benzing, William F. Bug. 48 Maple Ave., Springville, N. Y. Battery B.
 Berausky, Joseph Pvt. Barren Island, Brooklyn, N. Y. Battery E.
 Bereen, John S. Pvt. Spicer, Minn. Battery B.
 Berg, Christ Cook Deerwood, Minn. Battery C.
 Berger, Fred Pvt. 563 W. 173rd St., N. Y. C., N. Y. Battery C.
 Berges, Walter Pvt. 498 E. 7th St., N. Y. C., N. Y. Battery C.
 Bernier, Edwin B. Pvt. Winona, Minn. Hdqrs. Co.
 Bertraum, Fritz Pvt. R. F. D. No. 1, Cohasset, Minn. Battery F.
 Bertuglia, Francesco .. Cook 340 E. 13th St., N. Y. C., N. Y. Battery F.
 Bestman, William Pvt. 157 Newell St., Brooklyn, N. Y. Battery F.
 Betuel, G. Cpl. Ordinance
 Beveridge, Constable .. Cpl. 80 Bunker Hill Ave., Waterbury,
 Conn. Battery C.
 Bianchi, Joseph G. Pvt. 2376 Genesee St., Cheektowaga, N. Y. Battery A.
 Bideaux, Leo A. Pvt. 2367 Jackson St., Dubuque, Iowa. Battery B.
 Bielfelt, Leonard W. Pvt. Route No. 5, Boone, Iowa Battery F.
 Biggins, Ralph H. shoer .. Lake St., Wilson, N. Y. Battery E.
 Billings, Elton L. Pvt. Friendship, N. Y. Battery D.
 Biniak, Paul Pvt. 975 Geranium St., St. Paul, Minn. Battery A.
 Birkeland, Nels M. Pvt. 2427 N. 6th St., S. Minneapolis, Min. Battery F.
 Bittner Albert Pvt. 100 W. 81st St., N. Y. C., N. Y. Battery E.
 Bicksler, Paul Cpl. 114 Lincoln Pl., Wadsworth, Ohio. Hdqrs. Co.
 Bjorge, LeRoy Pvt. Gary-Mormon Co., Minn. Battery F.
 Blake, Peter A. Pvt. Battery A.
 Blaney, Lawrence V. Pvt. Little Falls, West Virginia Battery C.

Bruntmeyer, Henry .. Pvt.	Battle Lake, Minn.	Battery A.
Bryant, Otto .. Pvt.	Garden City, Minn.	Battery D.
Bryant, William .. Pvt.	427 Ft. Washington Ave., N. Y. C.	Battery C.
Bucciantinni, Angelo .. Cpl.		Battery F.
Buchmiller, Jos. W. .. Pvt.	Jefferson, Iowa	Battery D.
Buckley, George E. .. Pvt.	1388 Fulton St., Brooklyn, N. Y.	Supply Co.
Buckley, Timothy J. .. Sgt.	1158 1st Ave., N. Y. C., N. Y.	Battery A.
Buechel, Louis .. Pvt.	Dubuque, Iowa	Battery B.
Buchl, A. .. Sgt.	19 Chestnut St., Brooklyn, N. Y.	Battery E.
Buffum, Sayles .. Pvt.	Payne St., East Aurora, N. Y.	Battery B.
Buldie, Amile .. Pvt.	1404 14th Ave., N. Minneapolis, Minn.	Battery E.
Bundy, Harry D. Pvt.	Angola, N. Y.	Battery A.
Buono, Julius .. Pvt.	829 Park Ave., Brooklyn, N. Y.	Battery F.
Burchards, John H. .. Cpl.	116 Central Ave., Flushing, L. I.	Hdqrs. Co.
Burdick, Donald E. .. Pvt.	R. D. No. 2, Bolivar, N. Y.	Battery D.
Burk, Lester .. Pvt.		Battery C.
Burke, M. L. Sgt.	225 E. 89th St., N. Y. C., % Hanlon	Battery B.
Buss, Jacob .. Wag.	R. F. D. No. 2, Box 134, Robinsdale, Minn.	Supply Co.
Burkland, Chas. E. .. Pvt.	174 Palmer St., Muskegon, Mich.	Battery C.
Busch, Benjamin Pvt.	347 Harrison St., St. Paul, Minn.	Battery E.
Busel, Fred .. Pvt.	33 Cooper St., Brooklyn, N. Y.	Battery E.
Bush, Ernest .. Cpl.	109 W. 24th St., N. Y. C.	Battery F.
Byrne, John J. Pvt.	171 Beebe Ave., L. I. City, N. Y.	Battery C.
Byrne, Sylvester G. .. Pvt.	1342 Clinton Ave., N. Y. C., N. Y.	Battery C.
Byrne, Thomas J. .. Wag.	1193 3rd Ave., N. Y. C.	Supply Co.
Caderre, Elzear .. Pvt.	145 Dean St., New Bedford, Mass.	Battery A.
Cain, Harley J. Pvt.	Clearfield Iowa	Battery D.
Calari, Alphonso Pvt.	10 E. 14th St., N. Y. C.	Battery A.
Caleca, Frank .. Pvt.	316 W. 49th St., New York City	Supply Co.
Calvin, Benjamin F. .. Pvt.		Battery B.
Camp, Henry C. Pvt.	Sonoma, Cal.	Battery C.
Campbell, Charles E. .. Pvt.	Keokuk, Iowa	Battery C.
Canamare, Louis Cpl.	Chestnut St., Cederhurst, N. Y.	Hdqrs. Co.
Canellos, John K. Pvt.		Battery C.
Canfield, Harold T. .. Sgt.	102 Bay St., Glens Falls, N. Y.	Battery A.
Cantwell, Thomas J. .. Pvt.	511 W. 169th St., N. Y. C., N. Y.	Battery E.
Cappano, Joseph Pvt.	304 E. 29th St., N. Y. C., N. Y.	Battery E.
Capistran, Leo J. Pvt.	Crookstown, Minn.	Battery D.
Cappalo, Vincent Pvt.	21 Jones St., N. Y. C., N. Y.	Battery C.
Carder, Earl B. Pvt.	Valley Junction, Iowa	Battery C.
Carey, Erwin F. Cpl.	96 Haven Ave., N. Y. C.	Battery B.
Carlson, Albert .. Pvt.	R. F. D. No. 1, Herndon, Kansas	Battery C.
Carlson, Axel 'L. Pvt.	Wildwood, Minn.	Battery D.
Carlson, Edmund Sgt.	1059 40th St., Brooklyn, N. Y.	Battery B.
Carlson, Herman R. .. Pvt.	Sandstone, Minn.	Battery F.
Carmine, Bruno P. .. Pvt.	264 Davis Ave., Greenwich, Conn.	Battery E.

Carmody, William A.	Pvt.	Emmetsburg, Iowa	Battery D.
Carr, Charles C.	Cpl.	101 Brent St., Dorchester, Mass.	Hdqs. Co.
Carroll, Edward	Pvt.	452 W. 25th St., N. Y. C., N. Y.	Battery B.
Carrol, John J.	Pvt.	134 W. 63rd St., N. Y. C.	Battery A.
Carter, Howard C.	Sgt.	Norfolk, Conn.	Hdqs. Co.
Cartwright, Earl	Pvt.	Detroit, Minn.	Battery D.
Case, Arland B.	Pvt.	R. F. D. 1, Painted Post, N. Y.	Battery F.
Cass, Edwin C.	Cpl.	414 E. 69th St., N. Y. C.	Battery E.
Cassell, Robert W.	Cook	523 B E. 85th St., N. Y. C., N. Y.	Battery A.
Cassidy, James A.	Pvt.	R. F. D. No. 1, Springfield, Minn.	Battery C.
Cassidy, James F.	Cpl.	10 Stanley Terrace, Lynn, Mass.	Hdqs. Co.
Castellano, Michael ..	Pvt.	330 3rd St., Brooklyn, N. Y.	Hdqs. Co.
Castle, Albert	Cook	Eden Centre, Erie Co., N. Y.	Battery A.
Catibiloti A.	Pvt.	349 E. 76th St., N. Y. C., N. Y.	Battery B.
Caudell, Floyd	Pvt.	Stanton, Ky.	Battery D.
Cavanagh, Charles A. ..	Pvt.	804 E. 182nd St., N. Y. C.	Battery F.
Challeen, James A.	Pvt.	Pine City, Minn.	Battery B.
Chapman, Joseph N.	Pvt.	307 Berkeley Pl., Brooklyn, N. Y.	Battery E.
Charles, Moriville J.	Pvt.	R. F. D., Sandusky, Cattaraugus Co., N. Y.	Hdqs. Co.
Charleson, James F.	Pvt.	412B Avlarad St., Los Angeles, Cal.	Battery E.
Charley, Albert	Pvt.	Grandy, Minn.	Battery A.
Chott, John F.	Pvt.	215 Chestnut St., Fort Madison, Ia.	Battery E.
Christensen, Axel	Pvt.	Ringstead, Iowa	Battery D.
Christie, Burdette H.	Pvt.	R. D. No. 8, Hastings, Mich.	Battery E.
Christie, Elmer	Pvt.	Osakis, Minn.	Battery A.
Christoffel, J. E.	Sgt.	1198 Hancock St., Brooklyn, N. Y.	Battery A.
Clackner, John L.	Sgt.	350 Clermont Ave., Brooklyn, N. Y.	Battery D.
Clancy, James	Pvt.	222 South 17th St., Olean, N. Y.	Battery F.
Clark, Adam	Pvt.	Beacon, Iowa	Battery E.
Clark, Bert E.	Pvt.	Winatchi, Wash.	Supply Co.
Clark, Lee R.	Pvt.	400 Washington St., Colfax, Iowa.	Battery E.
Clark, R. H.	Cpl.	Fisher's Island, N. Y.	Hdqs. Co.
Clarke, John P.	Pvt.	730 S. Evans Ave., McKeesport, Pa.	Battery F.
Clausen, Christian A.	Pvt.	3251 Minnehaha Ave., Minneapolis, Minn.	Battery C.
Claviter, Arthur W.	Pvt.	616 4th Ave., International Falls, Minn.	Battery D.
Claypool, William	Pvt.	Pine Island, Minn.	Battery B.
Cleary, William M.	Pvt.	53 West St., Chicopee, Mass.	Battery D.
Cline, Clyde O.	Pvt.	Leechburg, Pa.	Battery F.
Coats, Wm. Van R.	Sgt.	240 Audubon, N. Y. C.	Battery C.
Coffeen, Ben	Pvt.	Mound City, Kansas	Battery C.
Coffey, James J.	Pvt.	513 3rd Ave., N. Y. C.	Battery D.
Coffta, Stanley V.	Pvt.	248 Lackawanna Ave., Sloan, N. Y.	Hdqs. Co.
Cogan, John R.	Pvt. ....	.....	Battery A.
Cohen, Benj. H.	Cpl.	550 W. 157 St., N. Y. C., N. Y.	Battery B.
Cohen, Meyer	Pvt.	1417 S. Franklin St., Phila., Pa.	Battery C.

Collarissi, Thomas	Cpl.	307 W. 69th St., N. Y. C.	Battery E.
Cole, Walter J.	Pvt.	Middlesex, N. Y.	Hdqs. Co.
Coleman, George	Mech.	2274 7th Ave., N. Y. C.	Battery C.
Collat, Justin A.	Pvt.	605 W. 144th St., N. Y. C., N. Y.	Hdqs. Co.
Colling, Perry L.	Pvt.	110 Albro Ave., Springville, N. Y.	Battery B.
Collings, Jeremiah G.	Pvt.	722 Hicks St., Brooklyn, N. Y.	Battery C.
Collins, Nicholas	Pvt.	114 E. 127th St., N. Y. C., N. Y.	Supply Co.
Colmerauer, Joseph	Pvt.	Seneca & Lind Sts., Gardenville, N. Y.	Hdqs. Co.
Condon, William B.	Pvt.	1617 7th Ave. S., St. Cloud, Minn.	Battery F.
Conlon, Thomas E.	Pvt.	Curlew, Iowa	Battery E.
Connell, James C.	Pvt.	1221 Maple St., Olean, N. Y.	Hdqs. Co.
Connell, Levitson	Pvt.	R. F. D. 4, Box 12, Charlotte, N. C.	Battery A.
Connely, Frank T.	Pvt.	285 Franklin St., Norwich, Conn.	Battery F.
Connely, James E.	Pvt.	28 Perry St., N. Y. C., N. Y.	Battery F.
Connelly, R. A.	Pvt.	111 Lake St., Newburg, N. Y.	Battery F.
Converse, Verne E.	Pvt.	R. F. D. 2, Fairhaven, Minn.	Battery C.
Cook, Edward W.	Cpl.	52 Woodward Ave., Brooklyn, N. Y.	Battery F.
Cook, Ralph P.	Cpl.	251 5th Ave., N. Y. C.	Battery F.
Cookman, Charles A.	Pvt.	P. O. Box 64, Cowlesville, N. Y.	Battery B.
Coon, Russell G.	Pvt.	2101 Clark St., Des Moines, Iowa	Battery E.
Coppolo, Alfonso	Pvt.	159 Malvern St., Newark, N. J.	Hdqs. Co.
Corbett, James J.	Pvt.	263 7th Ave., N. Y. C., N. Y.	Battery E.
Corigliano, Santo	Pvt.	52 Sackett St., Brooklyn, N. Y.	Hdqs. Co.
Cornish, Orin A.	Pvt.	214 Lenworth Pl., S. W., Washing-	
		ton, D. C.	Battery F.
Corrado, Antonio	Saddler	33 Crescent St., Swampscott, Mass.	Battery D.
Correll, T. V.	Pvt.	R. F. D. 5, Marshall, Mo.	
Corrigan, Charles F.	Pvt.	110 Pleasant St., New Britain, Conn.	Hdqs. Co.
Consentino, Rosario	Mech.	282 Exchange St., Geneva, N. Y.	Supply Co.
Cote, William L.	Sgt.	Warrenburg, N. Y.	Hdqs. Co.
Cox, Lonis H.	Pvt.		Medical
Coyle, Michael	Pvt.	1274 Ave. A., N. Y. C.	Battery C.
Coyne, Thomas A.	Cpl.	318 W. 125th St., N. Y. C., N. Y.	Hdqs. Co.
Cramblitt, Harry C.	Pvt.	920 Ryan St., Baltimore, Md.	Battery C.
Crean, Peter	Pvt.	446 Maple St., Holyoke, Mass.	Battery D.
Cristiano, Guiseppe	Pvt.	McKinley, Minn.	Battery C.
Cromwell, H. M.	Pvt.	Scranton, Iowa	Battery E.
Cronin, Thomas J.	1st Sgt.	618 W. 5th St., Topeka, Kansas	Battery B.
Crooker, Howard O.	Cpl.	2560 Main St., Buffalo, N. Y.	Battery A.
Crooks, James	Sgt.	435 36th St., Brooklyn, N. Y.	Battery B.
Crosby, James E.	Pvt.	353 E. 193rd St., N. Y. C., N. Y.	Battery A.
Cross, Miles E.	Sgt.	Eureka, N. Y.	Battery D.
Croy, Walter C.	Cpl.	Glencoe, Iowa	Battery D.
Cucciniello, Louis	Sgt.	123 Goodrich St., Astoria, L. I., N. Y.	Battery A.
Cucopules, A.	Cook	112 W. 65th St., N. Y. C., N. Y.	Supply Co.
Cullen, Bernard	Bug.	504 W. 172nd St., N. Y. C.	Supply Co.
Curnan, Patrick	Pvt.	2791 8th Ave., N. Y. C.	Battery D.
Curry, Thomas C.	Sgt.	345 7th St., Brooklyn, N. Y.	Battery F.

Curtis, Clarence D.	Cpl.	Leedy, Okla.	Battery A.
Cutshell, John L.	Pvt.	General Delivery, Livingston Co., Bedford, Mo.	Battery A.
Dallye, William T.	Sgt.	730 S. Evans Ave., McKeesport, Pa.	Battery F.
Dalrymple, Fred	Pvt.	129 E. 23rd St., N. Y. C., N. Y.	Hdqs. Co.
Daly, William F.	Pvt.	81 E. 15th St., Brooklyn, N. Y.	Battery A.
Damato, Anthony M.	Pvt.	479 Adelphia St., Brooklyn, N. Y.	Battery B.
Damitz, John F.	Pvt.	Box 40, Elkhorn, Nebr.	Battery A.
Danforth, George C.	Sgt.	Foxcroft, Maine	Battery C.
Daniels, Joseph	Wag.	175 Herkimer St., Brooklyn, N. Y.	Supply Co.
Danielson, George	Pvt.	Erskine, Minn.	Battery A.
Darling, George	Sgt.	511 W. 156th St., N. Y. C.	Battery D.
Darrel, Roscoe R.	Pvt.	Twinn, Minn.	Battery F.
Daubert, Elmer E.	Pvt.	2618 W. Silver St., Philadelphia, Pa.	Battery A.
Dauwalder, Charles	Pvt.	Rochelle Park, N. J.	Hdqs. Co.
Davies, Leroy S.	Pvt.	47 Park Ave., Englewood, N. J.	Battery B.
Davis, Lloyd S.	Pvt.	4 Park St., Springville, N. Y.	Hdqs. Co.
Dawson, Norman	Sgt.	314 Webster St., Needham Hts., Mas.	Battery D.
DeCicco, Albert A.	Pvt.	West Hoboken, N. J.	Battery E.
Deegan, William A.	Mech.	192 Wycoff Ave., Brooklyn, N. Y.	Battery A.
DeLello, Joseph	Cook	209 E. 44th St., N. Y. C.	Battery B.
Dehulla, Julian	Pvt.	41 Snipise St., Rockville, Conn.	Battery A.
Deike, Fredk. H. B.	Pvt.	3725 4th Ave., Brooklyn, N. Y.	Battery E.
Del Nevo, Anthony	Sgt.	482 W. Broadway, N. Y. C., N. Y.	Battery C.
Deming, Roy L.	Pvt.	3122 Hiawatha Ave., Minneap., Minn.	Battery F.
Despino, Salvatore	Pvt.	36 Little Nassau St., Brooklyn, N. Y.	Battery A.
Dettman, Henry J.	Pvt.	Clarence, Iowa	Hdqs. Co.
Dever, Willis	Pvt.	Highwood, Ill.	Battery F.
Devoc, Charles R.	Pvt.	Oyster Bay, N. Y.	Battery B.
Devorak, C. G.	Pvt.	76 W. 48th St., N. Y. C., N. Y.	Battery C.
Dewey, Henry S.	Pvt.	49 Marigold St., Buffalo, N. Y.	Hdqs. Co.
DiCaprio, Bernard R.	Cpl.	Box 15, Skillman, N. J.	Battery F.
Dichich, Mike	Sgt.	252 W. 30th St., N. Y. C., N. Y.	Battery D.
Dickman, Eldo F.	Pvt.	Garnsville, Iowa	Battery A.
Dignen, Charles B.	Pvt.	R. F. D. No. 2, Addison, Steuben Co., N. Y.	Battery F.
Director, Jacob	Cook	219 Henry St., N. Y. C.	Battery F.
Dobby, David	Cpl.	556 St. Paul's Pl., N. Y. C., N. Y.	Battery B.
Dodrille, Martin	Pvt.	Bergoo, W. Va.	Medical
Doepner, William	Pvt.	640 W. Minnehaha Ave., St. Paul, Minn.	Battery F.
Doherty, Samuel R.	Bugler	301 Warwick St., Brooklyn, N. Y.	Battery A.
Dolfini, Andrew	Bd. Ldr.	136 6th Ave., Brooklyn, N. Y.	Hdqs. Co.
Dominski, John S.	Pvt.	388 Main St., Hamburg, N. Y.	Battery A.
Dondich, Sam	Pvt.	P. O. Box 206, Aurora, Minn.	Battery B.
Donnelly, John	Pvt.	412 Prospect Ave., Brooklyn, N. Y.	Battery D.
Donnelly, William J.	Cpl.	1620 W. 32nd Place, Chicago, Ill.	Battery F.

Donnelly, Joseph P.	Pvt.	20 Treadwell Ave., Lynbrook, N. Y.	Hdqs. Co.
Donohue, John J.	Pvt.	238 E. 124th St., N. Y. C., N. Y.	Hdqs. Co.
Donovan, Aloisius B.	Pvt.	53 North St., Binghamton, N. Y.	Supply Co.
Dorck, John	Pvt.	232 E. 100th St., N. Y. C., N. Y.	Battery E.
Dorst, Walter M.	Wag.	Hamburg, N. Y.	Supply Co.
Doshina, John	Pvt.	266 Arlington Ave., Yonkers, N. Y.	Hdqs. Co.
Doty, L. F.	Cpl.	605 W. 181st St., N. Y. C.	Hdqs. Co.
Doubek, Joseph F.	Pvt.	General Delivery, Wilson, Kansas	Battery B.
Dowling, Edward M.	Pvt.	227 W. 70th St., N. Y. C., N. Y.	Hdqs. Co.
Downes, Ernest J.	Pvt.	1838 3rd Ave., N. Y. C.	Battery D.
Deyo, Ramond	Pvt.	62 Bunker Hill Ave., Waterbury, Conn.	Battery A.
Doyon, Joseph N.	Pvt.	Boyd, Iowa	Battery C.
Drenth, Klaas	Cpl.	Elsworth, Minn.	Battery A.
Dresch, Frank E.	Cpl.	287 5th Ave., Brooklyn, N. Y.	Battery C.
Dreyblatt, Max	Bd. Sgt.	325 E. Houston St., N. Y. C., N. Y.	Hdqs. Co.
Dries, F. G.	1st Sgt.	Southold, L. I., N. Y.	Hdqs. Co.
Driscoll, Robert E.	Pvt.	662 W. 28th St., Erie, Pa.	Supply Co.
Drendahl, W. H. Jr.	Pvt.	R. F. D. No. 1, Wales Center, N. Y.	Battery E.
Ducharme, Joseph A.	Pvt.	R. F. D. Box 174, N. St. Paul, Minn.	Battery C.
Ducharme, Theodore	Pvt.	R. R. No. 1, Red Lake Falls, Minn.	Battery B.
Dunham, James	Pvt.	Prospect Park, Hanburg, N. Y.	Battery A.
Dunn, Bernard J.	Pvt.	Box 164, Cascade, Iowa	Battery B.
Dunn, John J.	Pvt.	P. O. Box 209, Glen Cove, L. I., N. Y.	Hdqs. Co.
Dunning, Morris M.	Pvt.	R. F. D. Cuba, N. Y.	Hdqs. Co.
Dunphy, John J.	Sgt.	23 Winifred St., Middle Village, L. I., N. Y.	Battery E.
Duphorne, Otto D.	Pvt.	Gen. Del., Sharon Springs, Kas.	Battery B.
Durkin, Roy E.	Pvt.	740 8th St., Niagara Falls, N. Y.	Battery C.
Durling, Ray W.	Sgt.	57 W. 92nd St., N. Y. C.	Battery E.
Dybllass, Charles W.	Pvt.	694 E. 138th St., N. Y. C., N. Y.	Battery B.
Dyer, Thomas B.	Pvt.	27 Lawn Ave., Pawtucket, R. I.	Battery D.
Eannuzzo, Guesseppe	Pvt.	Fragona Provensi, Gorgenti, Italy	Battery F.
Eaton, Christopher	Pvt.	353 W. 44th St., N. Y. C., N. Y.	Hdqs. Co.
Edgerton, Abel J.	Pvt.	597 E. 136th St., Bronx, N. Y.	Battery B.
Edgerton, Lester M.	Pvt.	311 Hall Ave., Solvay, N. Y.	Battery A.
Egan, John	Sgt.	2120 Crotona Ave., Bronx, N. Y.	Battery B.
Egan, William J.	Pvt.	1227 Bedford Ave., Brooklyn, N. Y.	Battery F.
Ehlers, Paul	Pvt.	619 Gaines St., Davenport, Iowa	Battery E.
Elmer, Harry F.	Pvt.	Union Ave., N. Y. C., N. Y.	Battery E.
Eichele, Otto	Pvt.	224 3rd St., New Dorp, S. I., N. Y.	Battery C.
Eisele, Albert J.	Pvt.	Orchard Park, N. Y.	Battery E.
Eisenberg, Albert	Mus.	97 Norfolk St., N. Y. C., N. Y.	Hdqs. Co.
Elko, Edward	Cpl.	2780 Ambler St., Cleveland, Ohio	Battery A.
Emerson, Robert M.	Pvt.	3 Clifford Ave., Ware, Mass.	Battery D.
Emil, Anders	Cpl.	938 55th St., Brooklyn, N. Y.	Battery C.
Engen, Helmar J.	Pvt.	Highwater, Minn.	Battery B.

Engstrom, F. C. Pvt. R. F. D. No. 1, Garfield, Minn. Battery E.
 Epstein, Abraham L. Pvt. 87 Goerck St., N. Y. C. Medical
 Ess, Floyd Cpl. 296 Grove St., East Aurora, N. Y. Battery E.
 Evans, Esli M. Pvt. R. F. D. No. 2, Weldon, Iowa Battery B.
 Everitt, Seward C. Pvt. Hammondsport, N. Y. Hdqrs. Co.
 Ewinger, Wesley F. Pvt. 214 N. Main St., Burlington, Iowa. Battery A.

Fairchild, George Pvt. Packwood, Iowa Battery E.
 Fancher, Allen R. Pvt. Perrysburg, N. Y. Battery C.
 Farber, Charley A. Pvt. R. F. D. 5, Erie, Pa. Battery B.
 Farber, Harl Pvt. R. F. D., Hoxie, Kansas Battery B.
 Farley, Christ Pvt. 351 Kentucky St., St. Paul, Minn. Battery E.
 Farni, Charles N. Pvt. R. F. D. 1, Durango, Iowa Battery B.
 Farrell, Patrick J. Pvt. 426 W. 48th St., N. Y. C. Battery B.
 Farrell, W. A. Pvt. 2796 8th Ave., N. Y. C., N. Y. Battery D.
 Farren, John J. Pvt. 4 Hallock St., Amherst, Mass. Battery D.
Fatseas, Paul Pvt. 673 3rd Ave., N. Y. C., N. Y. Battery F.
 Feinberg, Sam Pvt. 1345 44th St., Brooklyn, N. Y. Battery E.
 Feldweg, Edward H. Pvt. 137 5th St., Elizabeth, N. J. Battery A.
 Fenneran, Bert T. Pvt. Humphrey, N. Y. Battery C.
 Fieldly, John O. V. Pvt. 656 Henry St., Brooklyn, N. Y. Battery F.
 Fink, Albert A. Cpl. 425 E. 120th St., N. Y. C., N. Y. Battery B.
 Fink, Max Pvt. 34 Garden St., Brooklyn, N. Y. Battery F.
 Finkelstein, Harry Pvt. 2771 W. 36th St., Coney Island, N. Y. Battery F.
 Finnegan, Dennis Sgt. 1629 Hamburg Ave., Brooklyn, N. Y. Supply Co.
 Fischer, A. J. Pvt. 1625 6th St., N. Minneapolis, Minn. Battery E.
 Fischer, George E. Sgt. Battery C.
 Fischer, Joseph W. Sgt. 146 E. 98th St., N. Y. C. Battery C.
 Fisher, Mike J. Pvt. 140 Exchange St., Chicopee, Mass. Battery D.
 Fisher, William F. Pvt. 453 E. 78th St., N. Y. C. Supply Co.
 Fitzgerald, Nicholas .. Pvt. 144 Sargeant St., Holyoke, Mass. Battery D.
 Flienes, Alvin Pvt. International Falls, Minn. Battery E.
 Fleitman, Abraham Mus. 35 Spring St., Boston, Mass. Hdqrs. Co.
 Fleming, Bert F. Pvt. 116 Washington Ave., Minneapolis,
 Minn. Battery A.
 Fleming, Gerald Pvt. 540 W. 150th St., N. Y. C., N. Y. Hdqrs. Co.
 Fleming, William A. Pvt. R. F. D. 1, Concordia, Mo.
 Flynn, James P. Sgt. 60 16th St., Brooklyn, N. Y. Battery F.
 Flynn, William J. Pvt. 511 S. Bridge St., Holyoke, Mass. Battery D.
 Foley, Henry Mech. 807 W. 17th St., Omaha, Neb. Battery A.
 Follett, Carlyle W. Pvt. Machias, N. Y. Hdqrs. Co.
 Foose, Edward W. Pvt. Blasdell, N. Y. Battery A.
 Foote, Perrie Pvt. Raymond, Minn. Battery B.
 Fosano, Tony Pvt. Hdqrs. Co.
 Foster, Philip W. H. shoer 97 W. 9th St., Oswego, N. Y. Battery D.
 Fox, Andrew J. Pvt. 38 Pearl St., Springville, N. Y. Battery B.
 Fox, Isidore J. Pvt. 129 W. 112th St., N. Y. C., N. Y. Battery B.
 Frank, August H. Cpl. 389 3rd Ave., N. Y. C., N. Y. Hdqrs. Co.

Franz, Oscar	Pvt.	772 St Nicholas Ave., N. Y. C., N. Y.	Battery F.
Frazier, Lewis	Pvt.	R. F. D. No. 3, Malvern, Iowa.	Battery B.
Frazier, Louis S.	Pvt.	187 Front St., Buffalo, N. Y.	Supply Co.
Fredericksen, F. A.	Pvt.	Box 315, Tyler, Minn.	Battery C.
Freedman, Robert	Cpl.	628 W. 151st St., N. Y. C., N. Y.	Battery D.
Freehof, Marty L.	Pvt.	41 E. North St., Wilkesbarre, Pa.	Battery A.
Freeman, Benj.	Pvt.	20 Rutgers Pl., N. Y. C.	Battery D.
Freidberg, Benj.	Pvt.	116 W. 129th St., N. Y. C., N. Y.	Battery B.
French, Arthur	Mus.	760 2nd Ave., N. Y. C.	Hdqs. Co.
French, Neal M.	Pvt.	6722 Agnes Ave., Kansas City, Mo.	Battery A.
French, Oscar L.	1st. Sgt.	1506 15th St., Nitro, W. Va.	Battery D.
Frey, Harry C.	Pvt.	155 Audubon Ave., N. Y. C., N. Y.	Battery C.
Frid, Charles J.	Pvt.	345 Fulton St., St. Paul, Ramsay, Minn.	Battery D.
Freidman, H.	Pvt.	1879 Sterling Pl., Brooklyn, N. Y.	Battery E.
Friedricksen, Emil	Pvt.	Kiron, Iowa	Battery C.
Fromm, Louis	Pvt.	500 W. 175th St., N. Y. C., N. Y.	Battery E.
Fuchs, Peilet	Pvt.	2317 Westchester Ave., N. Y. C., N. Y.	Battery B.
Fuller, Frederick C.	Pvt.	Cordanville, Mass.	Battery D.
Fullhardt, William	Pvt.	1752 1st Ave., N. Y. C., N. Y.	Battery A.
Gallenz, Valentine	Pvt.	Pleasant Valley, N. Y.	Battery C.
Galli, Louis	Pvt.	728 Garfield St., Eveleth, Minn.	Hdqs. Co.
Gallo, Ernest	Pvt.	333 E. 120th St., N. Y. C., N. Y.	Battery F.
Gallo, Gus	Pvt.	Newton, N. J.	Battery C.
Gambel, Edward	Mech.	1437 2nd Ave., N. Y. C.	Battery F.
Gardali, Chas.	Pvt.	19 Summer Ave., Brooklyn, N. Y.	Supply Co.
Garner, George L.	Pvt.	Potosi, Wisconsin	Battery D.
Garrison, Charles	Cpl.	Bay 20th St., Brooklyn, N. Y.	Battery F.
Gasper, John G.	Pvt.	525 21st Ave., S. Minneapolis, Minn.	Battery F.
Gaudanzo, Ralph	Pvt.	2037 1st Ave., N. Y. C., N. Y.	Battery C.
Gaughn, Thomas J.	Pvt.	70 Ighehart Ave., St. Paul, Minn.	Battery C.
Gavin, Bernard M.	Pvt.	702 W. Healey St., Olean, N. Y.	Hdqs. Co.
Geery, Duncan E.	Sgt.	64 Clark St., Brooklyn, N. Y.	Battery A.
Gehrke, George W.	Pvt.	Route 4, Jackson, Minn.	Battery A.
Geise, Henry M.	Pvt.	2000 3rd Ave., N. Y. C.	Ordnance
Gerard, Louis	Pvt.	267 W. 40th St., N. Y. C.	Battery B.
Gerardo, Lewis	Pvt.	297 Mott St., N. Y. C., N. Y.	Battery B.
Geyer, Charles G.	Cook	86 Himrod St., Brooklyn, N. Y.	Battery D.
Ghelardi, Anthony F.	Sgt.	645 40th St., Brooklyn, N. Y.	Battery D.
Gianbruno, E.	Pvt.	266½ William St., N. Y. C., N. Y.	Battery C.
Gilbert, Frank J.	Pvt.	136 Maple St., East Aurora, N. Y.	Supply Co.
Gillis, Williamson	Pvt.	18 Cedar St., Stapleton, S. I., N. Y.	Battery B.
Gilmore, Michael	Pvt.	1582 3rd Ave., N. Y. C.	Supply Co.
Gilmour, Arthur E.	Pvt.	14 Park Ave., Winchester, Mass.	Hdqs. Co.
Gilmour, James	Pvt.	East Grand Forks, Minn.	Battery D.
Gilway, J. J.	Sgt.	161 Eagle St., Brooklyn, N. Y.	Hdqs. Co.

Gimney, Chas. E. Pvt.292 Hickory St., Buffalo, N. Y. Battery A.
Ginsberg, Leonard Sgt.935 St. Nicolas Ave., N. Y. C. Battery P.
Glass, Joseph Cpl.170 Broadway, N. Y. C. Battery D.
Glauber, Jerome H. Cpl.535 W. 162nd St., N. Y. C. Battery B.
Glauber, Nathan S. Pvt.535 W. 162nd St., N. Y. C., N. Y. Battery B.
Gleason, Jos. M. Sgt.476 Main St. Poughkeepsie, N. Y. Battery D.
Gleason, William J. Cpl.307 E. 37th St., N. Y. C., N. Y. Hdqrs. Co.
Glover, William H. Pvt.78 Harrison St., N. Britain, Conn. Battery A.
Godfrey, Peter Pvt.470 St. Anthony St., St. Paul, Minn. Battery A.
Godoy, Frank Mus.Barros, Porto Rico Hdqrs. Co.
Godwin, Frank A. Sgt. Ordnance
Goebel, John M. Ch. Mech.Roosevelt Ave., Inwood, L. I., N. Y. Battery E.
Goldberg, Max Pvt.1600 Madison Ave., N. Y. C., N. Y. Battery A.
Goldsmith, Joseph Cpl.700 W. 179th St., N. Y. C., N. Y. Battery B.
Goldschmidt, R. O. Cpl.641 Ward St., Richmond Hill, N. Y. Hdqrs. Co.
Golub, Herman A. Pvt.321 Fernwood Ave., Rochester, N. Y. Medical
Gonzales, Joseph Pvt.55 W. 36th St., N. Y. C. Battery E.
Goodman, Frank Pvt.522 W. 3rd St., Bloomington, Ind. Battery D.
Goodwin, James A. Cpl.370 W. 29th St., N. Y. C., N. Y. Battery E.
Gordon, Warner A. Pvt.General Delivery, Bunker, Missouri Supply Co.
Gorman, A. T. Sgt.37 W. 87th St., N. Y. C. Battery E.
Gorman, Clarence P. Pvt.102 Waverly Pl., N. Y. C., N. Y. Battery C.
Gorrell, T. V. Pvt. Battery B.
Grace, George Pvt. Battery E.
Graham, Lawrence F. Pvt.444 St. Nicholas Ave., N. Y. C. Ordnance
Graham, Revard Pvt.1294 Bushwick Ave., Brooklyn, N. Y. Hdqrs. Co.
Graham, William L. Pvt.129 S. 11th St., Olean, N. Y. Battery F.
Grandin, Victor S. Sgt.602 W. 146th St., N. Y. C., N. Y. Battery D.
Gravany, John C. Pvt.219 E. 76th St., N. Y. C., N. Y. Battery A.
Graves, Victor H. Pvt.463 W. 2nd St., Elmira, N. Y. Battery D.
Graves, Wayne K. Pvt.Chaffee, N. Y. Battery B.
Gray, Daniel Pvt.312 W. 51st St., N. Y. C. Battery B.
Green, Warner Pvt.Humbolt Pl., Depew, Erie Co., N. Y. Battery A.
Greenbaum, Louis Pvt.502 W. 176th St., N. Y. C., N. Y. Battery C.
Greenberg, Herman J. Pvt.233 Vernon Ave., Brooklyn, N. Y. Battery B.
Greenfield, J. T. Sgt. Battery C.
Gregg, James Cpl.310 W. 121st St., N. Y. C., N. Y. Battery C.
Gregory, Christopher Pvt.134 W. 20th St., N. Y. C., N. Y. Battery F.
Greim, Frank J. Pvt.Ottawa, N. Y. Battery C.
Grenz, Edward Pvt.643 E. 7th St., Brooklyn, N. Y. Supply Co.
Grieves, Edward Pvt.Big Timber, Montana Battery D.
Griffin, George J. Pvt.2832 Cortland St., Brooklyn, N. Y. Battery F.
Griffith, A. C. Pvt.Chrisman, Ill. Battery E.
Griffith, Glenn M. Pvt.Arcade, N. Y. Medical
Grogan, Joseph E. Pvt.115 Wolcott St., Brooklyn, N. Y. Battery F.
Grohs, Raymond J. Ch. Mech.44 Lynbrook Ave., Lynbrook, L. I.,
N. Y. Battery B.
Grunauer, Mortimer Sgt.323 Edgcombe Ave., N. Y. C., N. Y. Hdqrs. Co.

Gronback, Ragner K.	Cpl.	3847 N. Whipple St., Chicago, Ill.	Battery C.
Grundt, Michael	Pvt.	1483 5th Ave., N. Y. C., N. Y.	Supply Co.
Grunditz, Hjelmer R.	Pvt.	3932 13th Ave., S. Minneapolis, Minn.	Battery F.
Grunfast, Isidore	Pvt.	499 Hendrix St., Brooklyn, N. Y.	Medical
Guenther, Albert	Pvt.	19 London St., Buffalo, N. Y.	Battery F.
Guida, Anthony	Pvt.	313 E. 48th St., N. Y. C., N. Y.	Battery D.
Gronewald, Henry	H. shoer	Sibley, Iowa	Supply Co.
Gwynne, William	Wag.	431 E. 17th St., N. Y. C., N. Y.	Supply Co.
Haag, John G.	Wag.	Sumner, Iowa	Supply Co.
Hagan, James F.	Pvt.	128 E. 112th St., N. Y. C., N. Y.	Battery F.
Hagan, James J. Jr.	Cpl.	172 W. 82nd St., N. Y. C., N. Y.	Battery F.
Hagman, Roy W.	Pvt.	223 W. 13th St., N. Y. C.	Battery C.
Hahn, Andrew	Bn. Cpl.	241 Central Ave., Brooklyn, N. Y.	Hdqrs. Co.
Haley, Wesley H.	Mech.	565 W. 148th St., N. Y. C.	Battery B.
Hall, Joseph	Pvt.	South Coventry, Conn.	Battery E.
Hallbauer, Walter C.	Pvt.	599 Broadway, S. Boston, Mass.	Battery A.
Halligan, Jos. J.	Pvt.	413 Vanderbilt St., Brooklyn, N. Y.	Battery C.
Halverson, John	Pvt.	712 S. 11th St., Esterville, Iowa	Battery A.
Halverson, C. O.	Pvt.	Waseca, Minn.	Battery C.
Hamburg, Norvin	Pvt.	R. No. 1, Box 92, Oakland, Minn.	Battery A.
Hamff, William	Pvt.	6 Allen St., N. Y. C., N. Y.	Battery F.
Hammerschmidt, J.	Pvt.	304 E. 85th St., N. Y. C.	Battery A.
Hanft, William A. Jr.	Sgt.	100 Hudson St., N. Y. C., N. Y.	Battery E.
Hanner, Robert F.	Pvt.	711 Church St., Greensboro, N. C.	Hdqrs. Co.
Haunon, Thomas J.	Pvt.	10 Ridgefield St., Dorchester, Mass.	Battery E.
Hanrahan, Michael J.	Pvt.	317 W. 142nd St., N. Y. C., N. Y.	Battery B.
Hansen, Harry	Pvt.	R. R. No. 2, West Burlington, Iowa	Battery F.
Hansen, Henry	Pvt.	208 E. 21st St., N. Y. C., N. Y.	Hdqrs. Co.
Hansen, Warner J.	Pvt.	806 42nd St., Brooklyn, N. Y.	Battery C.
Hanson, Otto	Pvt.	Foley, Minn.	Battery E.
Harknett, George	Sgt.	1296 Shakespeare Ave., N. Y. C., N. Y.	Battery D.
Harper, Henry J.	Pvt.	Potosi, Mo.	Battery B.
Harper, Martin B.	Pvt.	Peoria Heights, Peoria, Ill.	Battery C.
Harrington, E. O.	Pvt.	404 Park Ave., Herkimer, N. Y.	Hdqrs. Co.
Harrington, Jeremiah	Cpl.	122 W. 84th St., N. Y. C., N. Y.	Battery A.
Harris, Harry	Pvt.	122 W. 104th St., N. Y. C., N. Y.	Battery C.
Harrison, Henry D.	Sgt.	Eldred, Pa.	Hdqrs. Co.
Hart, John A.	Mus.	165 W. 126th St., N. Y. C., N. Y.	Hdqrs. Co.
Harvey, George W.	Sgt.	1371 Shakespeare Ave., N. Y. C.	Battery C.
Hauenstein, Antony	Pvt.	191 Avenue B, N. Y. C.	Battery C.
Hausman, John B.	Pvt.	172 Shelton Ave., Jamaica, L. I., N. Y.	Battery A.
Hawkins, William J.	Pvt.	Walnut St., Pawling, N. Y.	Supply Co.
Hawkinson, Peter A.	Pvt.	503 E. Belvedere St., St. Paul, Minn.	Battery A.
Hawley, Henry S.	Pvt.	Pelham Road, Amherst, Mass.	Battery D.
Hayes, Delmor	Pvt.	Pleasantville, Iowa	Battery E.

Hayden, Thomas F. . . . Pvt. . . . 203 W. 88th St., N. Y. C., N. Y. . . . Supply Co.
 Haynes, Edward . . . Cpl. . . . 54 Remsen St., Brooklyn, N. Y. . . . Hdqrs. Co.
 Haynes, Daniel E. . . . Pvt. . . . 231 Morgan St., Tonawanda, N. Y. . . . Battery E.
 Head, Edward J. . . . Sgt. . . . 48 Convent Ave., N. Y. C., N. Y. . . . Supply Co.
 Headings, John S. . . . Pvt. . . . R. F. D. 5, Hutchinson, Kansas . . . Battery B.
 Healzig, Charles . . . Pvt. . . . 114 E. 105th St., N. Y. C. . . . Supply Co.
 Heaney, James J. . . . Pvt. . . . 1882 Park Ave., N. Y. C., N. Y. . . . Supply Co.
 Hecht, Theodore . . . Pvt. . . . 560 W. 149th St., N. Y. C., N. Y. . . . Battery D.
 Hedenns, George W. . . . Pvt. . . . 268 E. 95th St., N. Y. C., N. Y. . . . Battery E.
 Hedinger, Richard, Jr. . . . Pvt. . . . 611 Westchester Ave., N. Y. C., N. Y. . . . Battery C.
 Hefferman, Joseph J. . . . Pvt. . . . 112 St. Mark's Pl., Brooklyn, N. Y. . . . Medical
 Heldt, George Mech. . . . 221 E. 88th St., N. Y. C. . . . Battery E.
 Helgans, Harry Cpl. . . . 89 Elton St., Brooklyn, N. Y. . . . Battery B.
 Heller, J. A., Jr. . . . Pvt. . . . 219 E. 114th St., N. Y. C., N. Y. . . . Battery D.
 Heller, Max J. . . . Pvt. . . . 3 Sheriff St., N. Y. C., N. Y. . . . Battery A.
 Hellman, Harvey W. . . . Pvt. . . . Manchester, St. Louis Co., Mo. . . . Battery B.
 Helman, Jack Pvt. . . . 363 E. 51st St., Brooklyn, N. Y. . . . Battery A.
 Henley, Maurice . . . Pvt. . . . 215 Lee Ave., Brooklyn, N. Y. . . . Battery A.
 Henky, Theo. Pvt. . . . 188 Elderds Lane, Brooklyn, N. Y. . . . Battery B.
 Hennessy, Sylvester . . . Pvt. . . . 300 W. 147th St., N. Y. C., N. Y. . . . Battery A.
 Henry, John F. Pvt. . . . 814 North St., Collingdale, Pa. . . . Supply Co.
 Herfort, Gunther . . . Cpl. . . . 570 W. 189th St., N. Y. C., N. Y. . . . Hdqrs. Co.
 Herman, Benedict . . . Pvt. . . . 213 Henry St., N. Y. C., N. Y. . . . Battery F.
 Hergenrother, E. H. . . . Pvt. . . . 462 Chestnut St., Brooklyn, N. Y. . . . Battery F.
 Herrick, William G. . . . Pvt. . . . Perrysburg, N. Y. . . . Hdqrs. Co.
 Heron, Thomas J. . . . Pvt. . . . 165 E. 49th St., N. Y. C., N. Y. . . . Hdqrs. Co.
 Heyl, Robert C., Jr. . . . Sgt. . . . Wynnewood, Pa. . . . Hdqrs. Co.
 Hicks, Alexander . . . Pvt. . . . 558 W. 148th St., N. Y. C., N. Y. . . . Hdqrs. Co.
 Higbee, Norman Sgt. Maj. . . . R. F. D. No. 2, Milleville, N. J. . . . Hdqrs. Co.
 Hill, Horace J. Pvt. . . . Lost Creek, Tenn. . . . Battery F.
 Hill, Irving H. Sgt. . . . 118 Warren St., N. Y. C. . . . Battery B.
 Hill, James A. Pvt. . . . 215 Liberty, Bath, N. Y. . . . Battery F.
 Hiltensmith, Albert J. . . As. Bd. Lr. . . . Richmond Hill, L. I., N. Y. . . . Hdqrs. Co.
 Hines, Edwin S. Pvt. . . . 474 W. 158th St., N. Y. C., N. Y. . . . Battery C.
 Hirsch, M. D. Sgt. . . . 98 Sheriff St., N. Y. C. . . . Battery B.
 Hirsch, Vincent R. . . . Pvt. . . . Pound Rd., Spring Brook, N. Y. . . . Hdqrs. Co.
 Hoag, Martin J. Cpl. . . . Wingdale, N. Y. . . . Battery C.
 Hochreiter, John B. . . . Pvt. . . . Main St., West Falls, N. Y. . . . Battery E.
 Hodel, Joseph M., Jr. . . . Pvt. . . . 110 S. 11th Ave., Whitestone, N. Y. . . . Battery D.
 Hodge, Carl V. Pvt. . . . Hastings, Iowa Battery E.
 Hodson, George F. . . . Pvt. . . . Orchard Park, Erie Co., N. Y. . . . Hdqrs. Co.
 Hoey, Alfred E. Sgt. . . . 477 W. 143rd St., N. Y. C., N. Y. . . . Battery A.
 Hoffman, Abraham . . . Cpl. . . . 214 Lynch St., Brooklyn, N. Y. . . . Battery C.
 Hoffman, George H. . . . Cpl. . . . R. F. D. No. 2, Hempstead, L. I. . . . Ordnance
 Hoffman, Jacob H. . . . Cpl. . . . 763 Fresh Pond Rd., Bklyn., N. Y. . . . Battery F.
 Hoffman, William J. . . . Pvt. . . . McIntyre, Iowa Battery D.
 Hogan, Bernard J. . . . Pvt. . . . 502 W. 53rd St., N. Y. C., N. Y. . . . Battery A.
 Hogarth, Robert Sgt. . . . Jericho, L. I., N. Y. . . . Supply Co.

Hoggerle, Joseph A.	Pvt.	423 2d St. St. Minneapolis, Minn.	Battery D.
Hogg, Joseph A.	Bd. Cpl.	154 Garfield Pl., Brooklyn, N. Y.	Hdqs. Co.
Holder, Edward P.	Sgt.		Battery B.
Hollock, William H.	Pvt.	General Delivery, Malden, Mo.	Battery B.
Holmes, Arthur	Sgt.	182 St. Mark's Ave., Brooklyn, N. Y.	Ordnance
Hoover, Paul J.	Pvt.	Scotland, Pa.	Battery A.
Hopkins, William V.	Pvt.	342 E. 65th St., N. Y. C., N. Y.	Battery F.
Hornung, Harry E.	Pvt.	207 Adams St., Buffalo, N. Y.	Battery F.
Hornung, John J.	Pvt.	305 W. 146th St., N. Y. C., N. Y.	Battery F.
Horton, Gerald C.	Cpl.	William St., Hammondsport, N. Y.	Battery F.
Hotchkiss, Eugene E.	Pvt.	218 Stenvenson St., Buffalo, N. Y.	Battery A.
Houseman, H. T.	Pvt.		Battery B.
Hovey, Harris	Pvt.	R. No. 3, Grove City, Minn.	Battery C.
Howard, George F.	Pvt.	243 Division St., N. Y. C., N. Y.	Battery D.
Howell, Floyd	Pvt.	Bens Run, W. Va.	Medical
Howley, John	Pvt.	638 3rd Ave., N. Y. C., N. Y.	Battery E.
Hoyt, Henry C.	Sgt.	558 Woodward Ave., Brooklyn, N. Y.	Battery A.
Huback, Frank	Cpl.	Mohrbridge, So. Dakota	Battery E.
Hudson, E. P.	Pvt.	376 W. 48th St., N. Y. C., N. Y.	Hdqs. Co.
Hughes, Clifford L.	Pvt.	Farmersville, N. Y.	Supply Co.
Humbert, Joseph S.	Wag.	133 Duerstein Ave., Buffalo, N. Y.	Battery A.
Humphreys, H. J.	Pvt.	378 Bay St., Tompkinsville, S. I., N. Y.	Battery E.
Humphrey, William	Sgt.	242 E. 48th St., N. Y. C., N. Y.	Hdqs. Co.
Hunt, Dominic P.	Pvt.	1330 E. 24th St., Brooklyn, N. Y.	Battery A.
Hunter, John E.	Sgt.	546 Broadway, Astoria, N. Y.	Battery A.
Hurwitz, Ely	Pvt.	1117 Westchester Ave., N. Y. C., N. Y.	Battery A.
Hutchinson, H. S.	Cpl.	164 Ash Ave., Flushing, L. I., N. Y.	Battery B.
Hyde, Joe R.	Pvt.		
Inglett, Lloyd M.	H. shoer	Prosper, Minn.	Battery F.
Ireland, Frank	Pvt.	1568 Madison Ave., N. Y. C., N. Y.	Supply Co.
Isaacs, Lester	Cpl.	1064 57th St., Brooklyn, N. Y.	Hdqs. Co.
Izmialowicy, Ignacy	Pvt.		Battery D.
Jackson, John A.	Pvt.		Battery E.
Jackson, Lloyd B.	Pvt.	Newmarket, Iowa	Battery D.
		R. F. D. No. 1, N. St. Paul St.,	
Jackson, Wayne L.	Pvt.	Cameron, Steuben Co., N. Y.	Hdqs. Co.
Jacob, William R.	Mech.	1732 Holland Ave., Bronx, N. Y.	Battery C.
Jacobson, William	Cpl.	731 E. 10th St., Brooklyn, N. Y.	Battery D.
Jeager, Albert E.	Pvt.	340 Kaufman Ave., Dubuque, Iowa.	Battery B.
Jaekle, Jacob	Sgt.	1218 N. Union, Olean, N. Y.	Battery F.
Jakob, Frederick L.	Pvt.	332 E. 94th St., N. Y. C., N. Y.	Battery E.
James, Ashton	Pvt.	East Lynn, Mass.	Battery B.
James, Emile, Jr.	Pvt.	137 W. 13th St., N. Y. C., N. Y.	Battery F.
Janulewicz, John	Pvt.	111 Lemon St., Holyoke, Mass.	Battery D.
Jay, Albert C.	Pvt.	424 Harrison St., Pottsville, Pa.	Battery C.

Kohnen, Franklin M. . Pvt. Lock Box 24, Blaisdell, N. Y. Battery A.
 Kominsky, Irving Cpl. 387 S. 4th St., Brooklyn, N. Y. Battery E.
 Kory, Louis Pvt. 2125 67th St., Brooklyn, N. Y. Battery D.
 Kosky, Raymond Sgt. 25 Croton Terrace, Yonkers, N. Y. Battery F.
 Kosmider, Frank J. Cpl. 207 27th St., Brooklyn, N. Y. Supply Co.
 Kotrba, Walter Cpl. 420 E. 73rd St., N. Y. C., N. Y. Battery D.
 Kouw, John Pvt. 21 Pine St., Zeeland, Mich. Battery D.
 Krajewski, Frank J. Pvt. 165 Bright St., Forks, N. Y. Battery A.
 Krajewski, Stanley F. Pvt. 944 Farrington Ave., St. Paul, Minn. Battery E.
 Krakat, Charles Pvt. 1018 River St., Olean, N. Y. Battery F.
 Kras, Thomas 2d Cl. Mu. 2245 Hughes Ave., N. Y. C. Hdqrs. Co.
 Krauss, William Sgt. 168 Himrod St., Brooklyn, N. Y. Battery A.
 Kremler, Alfred L. Pvt. 369 Sumpter St., Brooklyn, N. Y. Battery C.
 Krepps, Henry Pvt. Machias, N. Y. Battery C.
 Kreter, Charles F. Sgt. 167 E. 90th St., N. Y. C., N. Y. Battery E.
 Kroeger, John W. Sgt. 115 Maurice Ave., Elmhurst, L. I.,
 N. Y. Battery E.
 Kroeger, Walter H. Pvt. 75 Lynch St., Brooklyn, N. Y. Battery A.
 Kucharski, Walter Cook 867 52nd St., Brooklyn, N. Y. Battery E.
 Kuhl, Arbie H. Pvt. Hardman, W. Va. Medical
 Kuehmel, Otto Pvt. Battery C.
 Kuestad, J. M. Pvt. Halsted, Minn. Battery E.
 Kumpa, Phillip J. Pvt. 416 E. 88th St., N. Y. C., N. Y. Battery A.
 Kundin, Irving Bug. 887 Longwood Ave., N. Y. C., N. Y. Battery C.
 Kurzman, Abraham Pvt. 2180 Madison Ave., N. Y. C. Battery F.
 Kvalheim, R. O. Pvt. Ortonville, Minn. Battery D.

 La Count, Louis Pvt. Highlander, Minn. Battery B.
 Lafava, Fred Pvt. Bandetté, Minn. Battery F.
 Lafleur, Napoleon A. Pvt. Chapin Ave., Chicopee, Mass. Battery D.
 Laine, John J. Sgt. 1090 St. Nicholas Ave., N. Y. C. Battery C.
 Lajambe, Norman Pvt. Toppinsh, Wash. Battery C.
 Lalicker, Verne P. Pvt. Ipava, Ill. Battery A.
 Lambe, Joseph Cpl. 262 W. 153rd St., N. Y. C., N. Y. Battery D.
 Lambert, Robert H. Sgt. 100 Douglass St., Brooklyn, N. Y. Battery B.
 Lammers, George Pvt. 463 W. 46th St., N. Y. C. Battery E.
 Lampley, Herman Pvt. 920 Scovel St., Nashville, Tenn. Battery E.
 Lanieski, Alexander Pvt. New Hyde Park, L. I., N. Y. Battery B.
 Lazarone, Ignacius H. Pvt. 60 Jefferson St., Brooklyn Battery D.
 La Rosa, Augustina Cook 109 Pearl St., Portchester, N. Y. Battery E.
 Larson, Arthur E. Pvt. R. R. No. 2, Long Prairie, Minn. Battery A.
 Larson, Charles A. Pvt. 2676 Zulette Ave., N. Y. C., N. Y. Supply Co.
 Larson, John Pvt. 2219 Central Ave., Minneapolis, Min. Supply Co.
 Latta, Raymond S. Pvt. 1119 Parker St., McKeesport, Pa. Hdqrs. Co.
 Lattimer, J. M. Sgt. 691 9th Ave., N. Y. C., N. Y. Battery A.
 Laudiero, Nicholas Pvt. 34 Vermilyea Ave., N. Y. C. Battery E.
 Lauri, Francesco Pvt. 647 First Ave., West Haven, Conn. Hdqrs. Co.
 Law, Edmund W. Pvt. 335 E. 88th St., N. Y. C., N. Y. Battery A.

Lawler, Michael J.Pvt.920 Homer St., Olean, N. Y.Battery F.
 Leach, Roy E.Pvt.Glydon, Minn.Battery C.
 Leahy, Patrick J., Jr.Cpl.Ordnance
 Lease, Earl R.Pvt.834 Washington St., Reading, Pa.Battery A.
 Leavenworth, Louis ..Pvt.11312 Anthrope Ave., Richmond Hill,
 L. I., N. Y.Battery E.
 Lebert, EuclidPvt.139 Liberty St., N. Adams, Mass.Battery D.
 Lecce, Pellegrino1st Cl. Mu.2278 First Ave., N. Y. C.Hdqs. Co.
 Lechner, Harry C.Pvt.449 E. 58th St., N. Y. C., N. Y.Battery F.
 Lee, Herbert F.Cpl.124 Lynch St., Brooklyn, N. Y.Hdqs. Co.
 Lehtinen, WilliamPvt.238 Irving Ave., N. Minneapolis, Minn.Battery A.
 Leken, MikePvt.St. Paul, Minn.Battery C.
 Lemaire, WilliamCpl.79 Drew Ave., Union Course, L. I.,
 N. Y.Battery C.
 Lemmermeyer, M., Jr.Cpl.241 61st St., Brooklyn, N. Y.Battery B.
 Lemmon, Albert K.Pvt.738 E. 20th St., Pittsburg, Kan.Battery B.
 Lemon, FredPvt.R. F. D. Route No. 1, Allegany, N. Y.Battery F.
 Lenzun, JohnPvt.360 3rd Ave., Brooklyn, N. Y.Battery D.
 Lennon, Ralph A.Pvt.Genesee St., New Briton, N. Y.Battery E.
 Lentz, Phillip3d Cl. Mu.774 Sackman St., Brooklyn, N. Y.Hdqs. Co.
 Leonard, Fred L.Pvt.614 Homer St., Olean, N. Y.Battery F.
 Leonard, Walter L.Pvt.114 Macon St., Brooklyn, N. Y.Hdqs. Co.
 L'Etoile, Joseph O.Cpl.66 Belmont Ave., Winchendon, Mass.Battery F.
 Leudesdorff, J. O.Pvt.59 Palmetto St., Brooklyn, N. Y.Supply Co.
 Leva, SalvatorePvt.730 Light St., Baltimore, Md.Battery F.
 Leverentz, John F.Pvt.Spring Brook, N. Y.Battery A.
 Levine, ArthurPvt.1429 5th Ave., N. Y. C., N. Y.Battery A.
 Levine, IsidorPvt.144 E. Broadway, N. Y. C., N. Y.Battery A.
 Levine, Stephen J.Cpl.2872 Bailey Ave., Kingsbridge, N. Y.Battery D.
 Levinson, David D. ..Ord. Sgt.Ordnance
 Levison, Herbert S.Cpl.436 Greene Ave., Brooklyn, N. Y.Battery E.
 Levison, IrvingPvt.307 E. 89th St., N. Y. C., N. Y.Battery C.
 Lincoln, Fred C.Pvt.Prescott, Mass.Battery D.
 Lindgren, AnselPvt.Leonard, Minn.Battery C.
 Lindgren, Edwin A.Pvt.Madrid, IowaBattery D.
 Linsley, Manley A.Pvt.Mt. Auburn, IowaBattery C.
 Lipsky, SamPvt.167 Ridge St., N. Y. C., N. Y.Supply Co.
 Livingston, Benjamin ..Cpl.550 W. 180th St., N. Y. C.Battery E.
 Lobozzito, AntonioPvt.Terry, Mont.Battery A.
 Loeffler, JohnPvt.258 Steinway Ave., Astoria, N. Y.Battery E.
 Logan, Russell A.Pvt.1125 S. Clinton St., Trenton, N. J.Medical
 Lohrer, HenryPvt.Ordnance
 Lokay, Henry E.Pvt.Jericho, N. Y.Battery F.
 Long, Raymond R.Pvt.160 Pine Ridge Rd., Cheektowago,
 N. Y.Medical
 Lorenz, KeithOrd. Sgt.Ordnance
 Lorenzen, Herman W.Pvt.Lake Benton, Minn.Battery C.
 Loving, Frank B., Jr.Sgt.Oyster Bay, N. Y.Battery B.

Lowell, John B.Sgt.599 7th St., Brooklyn, N. Y.Battery D.
 Lowery, John F.Wag.159 W. 99th St., N. Y. C., N. Y.Supply Co.
 Luckey, Robert J.Pvt.946 Lorimer St., Brooklyn, N. Y.Battery C.
 Ludlow, Ralph J.Pvt.Ripley, N. Y.Battery A.
 Ludwig, OscarMech.54 Howard St., Mt. Vernon, N. Y.Supply Co.
 Lueders, George H.Pvt.Ottetail, Minn.Battery A.
 Lufburrow, Albert J.Pvt.148 W. 64th St., N. Y. C., N. Y.Hdqs. Co.
 Lund, Clair M.Pvt.Harmony, Minn.Battery A.
 Lunde, JohnPvt.227 2nd Ave., N. Crookstone, Minn.Battery A.
 Lutz, JuliusSgt.639 10th Ave., N. Y. C., N. Y.Hdqs. Co.
 Lynch, James F.Pvt.Havanna, N. D.Battery A.
 Lynch, Joseph P.Pvt.806 Caton Ave., Brooklyn, N. Y.Battery E.
 Lynn, John J.Pvt.Supply Co.
 Lyon, Harold J.Pvt.215 Flower Ave., E. Watertown, N.Y.Battery F.
 Lyons, Burton A.Pvt.638 W. 151st St., N. Y. C., N. Y.Battery D.
 Lyons, SamuelPvt.1644 Fulton St., Brooklyn, N. Y.Battery F.

McAuliffe, JosephPvt.117 4th Ave. N., S. St. Paul, Minn.Battery C.
 McBride, William E.Pvt.35 Martin St., Wellesville, N. Y.Battery D.
 McBurney, James G.Sgt.227 W. 145th St., N. Y. C., N. Y.Battery A.
 McCabe, Terrence H.Pvt.Route No. 1, Cresco, IowaBattery F.
 McCahill, Geo. BurnstPvt.16 St. Mark's Ave., Brooklyn, N. Y.Battery D.
 McCarren, James E.Pvt.75 E. 85th St., N. Y. C., N. Y.Battery B.
 McCarthy, John P.Pvt.Glen Cove, L. I., N. Y.Battery B.
 McCarville, Joseph P.Pvt.Cresco, IowaBattery D.
 McCollum, Leon F.Pvt.3312 Hennekin Ave., S. Minneapolis, Battery A.
 Minn.

McConville, John H.Pvt.718 Westchester Ave., N. Y. C., N. Y.Battery C.
 McCormack, H. F.Pvt.251 Harrison St., Brooklyn, N. Y.Battery B.
 McCourt, Andrew H.Pvt.Orchard Park, N. Y. C., N. Y.Battery B.
 McCracken, James A.Pvt.Hamburg, IowaBattery C.
 McCracken, Wm. J.Sgt.491 W. 130th St., N. Y. C.Hdqs. Co.
 McCully, J. A.Pvt.R. F. D. 1, Elen, Minn.Battery E.
 McCue, W. J. F.Sgt.446 E. 130th St., N. Y. C.Battery C.
 McDermott, Chas. J.Sgt.207 Eckfort St., Brooklyn, N. Y.Hdqs. Co.
 McDevitt, Earl H.Pvt.Blasdel, N. Y.Battery D.
 McDonnell, George C.Pvt.R. F. D. 1, Box 58, Ayrshire, Iowa.Battery A.
 McDonald, James N.Pvt.2508 Christian St., Philadelphia, Pa.Battery B.
 McDonald, Leland A.SaddlerR. F. D. No. 1, Mankato, Minn.Battery F.
 McDonough, A. J.Pvt.426 W. 144th St., N. Y. C., N. Y.Medical
 McDonough, HarryCpl.426 W. 144th St., N. Y. C., N. Y.Battery D.
 McEntee, Charles F.Sgt.133 W. 128th St., N. Y. C., N. Y.Battery A.
 McFadden, Barth A.Pvt.333 Manhattan Ave., Brooklyn, N. Y.Battery D.
 McGinnis, John M.Pvt.Caledonia, Minn.Battery A.
 McGlynn, PeterPvt.1301 Jackson Blvd., Chicago, Ill.Battery B.
 McGovern, Thos. J., Jr.Pvt.1492 University Ave., N. Y. C., N. Y.Battery C.
 McGowan, John J.Cpl.392 Henry St., N. Y. C., N. Y.Battery B.
 McGrady, John F.Pvt.24 E. 92nd St., N. Y. C., N. Y.Battery B.

McGrath, Roger F.... Pvt. 904 6th Ave., N. Y. C., N. Y. Battery F.
 McGraw, Francis A.... Cpl. Lima, N. Y. Battery F.
 McGuire, James A.... Pvt. 1510 5th St., S. E., Minneapolis, Minn. Battery E.
 McHugh, Patrick Pvt. 349 Marion St., Brooklyn, N. Y. Battery B.
 McHugh, Peter Cook 418 W. 57th St., N. Y. C., N. Y. Battery E.
 McKewen, William D. Sgt. 2029 3rd Ave., N. Y. C., N. Y. Battery E.
 McKinney, Emerson C. Pvt. 16 Westview St., Philadelphia, Pa. Medical
 McLain, William J.... Pvt. 533 W. 52nd St., N. Y. C., N. Y. Battery C.
 McManus, James T.... Pvt. Olean, N. Y. Battery F.
 McManus, Walter J.... Pvt. 71 Horatia St., N. Y. C., N. Y. Battery B.
 McNally, Walter A.... Pvt. 288 Sackett St., Brooklyn, N. Y. Battery C.
 McNeil, Carl H. Pvt. Naples, N. Y. Hdqrs. Co.
 McNulty, John J. Pvt. 1901 Wnd Ave., N. Y. C., N. Y. Battery B.
 Machby, Herman Pvt. 518 W. 151st St., N. Y. C., N. Y. Battery D.
 Mack, Christa H. Pvt. Franklinsville, N. Y. Battery C.
 Mack, Dorr J. Pvt. 1440 Highland Park Ave., Rochester,
 N. Y. Hdqrs. Co.
 Mackin, James J.... Pvt. 509 Grand St., N. Y. C., N. Y. Battery E.
 Maclean, William H. Sgt. 431 W. 156th St., N. Y. C., N. Y. Medical
 Madden, William J.... Pvt. 62 Carpenter Ave., Lynbrook, N. Y. Hdqrs. Co.
 Maddock, Augustine. Pvt. 200 Willoughby St., Brooklyn, N. Y. Battery C.
 Macri, Joseph Pvt. Malcher, Iowa Battery E.
 Madson, Manley Pvt. Halsted, Minn. Battery E.
 Magers, Frank J.... Pvt. 1833 Hillside Ave., Ft. Wayne, Ind. Medical
 Maggi, Ferdinando ... 1st Cl. Mu. 1512 57th St., Brooklyn, N. Y. Hdqrs. Co.
 Madigson, Robert Pvt. 1691 Madison Ave., N. Y. C., N. Y.,
 % Goldman Battery F.
 Maher, Martin J. Pvt. 459 W. 125th St., N. Y. C., N. Y. Battery C.
 Maher, Paul P. Pvt. 267 W. 15th St., N. Y. C., N. Y. Battery C.
 Mahony, Frank D.... Pvt. 643 Walker Ave., Woodhaven, N. Y. Battery A.
 Maisco, Louis Pvt. 354 Graham Ave., Brooklyn, N. Y. Battery C.
 Maixner, Richard Cpl. 337 E. 88th St., N. Y. C., N. Y. Hdqrs. Co.
 Malak, Frank Sgt. 14631 Elm Ave., E. Cleveland, Ohio. Battery B.
 Malango, Salvatore ... Pvt. 1039 2nd Ave., N. Y. C., N. Y. Battery D.
 Maletta, Joseph G.... Pvt. Lock Box 35, McKinley, Minn. Battery A.
 Malm, Carl V. Pvt. Battery F.
 Malone, James A.... Pvt. 1025 2nd Ave., N. Y. C., N. Y. Battery C.
 Maltz, Henry A.... Pvt. 934 Barretto St., N. Y. C., N. Y. Battery A.
 Malue, James F.... Pvt. 1144 Wilkus Ave., N. Braddock, Pa. Battery F.
 Mancinelli, James ... Pvt. 31 Oliver St., N. Y. C., N. Y. Supply Co.
 Manderson, Raymond. Sgt. 403 W. 21st St., N. Y. C. Battery D.
 Manes, Harry Pvt. 441 E. 187th St., N. Y. C., N. Y. Battery F.
 Mann, Henry Pvt. 403 E. 88th St., N. Y. C., N. Y. Battery D.
 Mannes, Edward Pvt. 232 W. 114th St., N. Y. C., N. Y. Battery F.
 Mannes, Joseph A.... Sgt. 34 Convent Ave., N. Y. C., N. Y. Battery F.
 Mannix, Edwin T. ... Pvt. % Mrs. Wm. Donovan, Hartland,
 Wis. Battery A.
 Manthe, Clarence S.... Pvt. Montana Ave., St. Paul, Minn. Battery A.

Miller, Clarence A.... Pvt.3229 Bloomington Ave., S. Minneapo-
lis, Minn. Battery A.

Miller, George J..... Pvt.15 Park Row, N. Y. C..... Hdqrs. Co.

Miller, Harry Pvt. Ordnance

Miller, Henry L..... Cpl.105 W. 77th St., N. Y. C., N. Y..... Battery D.

Miller, M. J..... Pvt.Dubuque, Iowa Battery E.

Miller, Nathan Sgt.883 Longwood Ave., N. Y. C., N. Y. Battery E.

Milleville, Paul W.... Pvt.Holland, Erie Co., N. Y. Battery B.

Millholen, Arthur Pvt.Machias, N. Y. Battery C.

Minken, Noah Pvt.783 Quincy St., N. Y. C. Medical

Minogue, Henry Pvt.458 De Kalb Ave., Brooklyn, N. Y. Battery A.

Mirabella, Mike Pvt.Worcester, Mass. Battery A.

Miron, Joseph I..... Pvt.1555 Greene Ave., Brooklyn, N. Y. Hdqrs. Co.

Mischle, Joseph, Jr.... Pvt.222 Ellery St., Brooklyn, N. Y. Battery A.

Mitarotonda, F..... Pvt.345 E. 173rd St., N. Y. C., N. Y. Battery A.

Mitchell, Robert G.... Pvt.431 W. 30th St., N. Y. C., N. Y. Battery B.

Mobeck, Reyland L.... Pvt.North Branch, Minn. Battery C.

Mocclair, Michael Pvt.213 E. 57th St., N. Y. C., N. Y. Battery B.

Moelle, Albert C..... Pvt.308 E. 9th S., Salt Lake City, Utah. Battery D.

Moller, Edward J.... H-Sgt.123 Cornelia St., Brooklyn, N. Y. Battery C.

Monaco, Giuseppa Pvt.411 W. 42nd St., N. Y. C., N. Y. Battery D.

Moncado, Frank V.... Pvt.168 W. 225th St., N. Y. C., N. Y. Battery B.

Mongeluzzi, Antonio. Pvt.832 Bedford Ave., Brooklyn, N. Y. Battery A.

Montes, Frederico ... H. shoer.Silver City, New Mexico Battery B.

Moon, Sanford D.... Pvt.Tracy, Minn. Battery C.

Moon, Walter A..... Wag.R. F. D. No. 4, Lomoni, Iowa Supply Co.

Moore, Harry J..... Pvt.434 E. 89th St., N. Y. C., N. Y. Battery A.

Moore, William J.... Pvt.Perkins, W. Va. Medical

Moran, Michael Cpl.Waldon, N. Y. Hdqrs. Co.

Moran, William H.... 3d Cl. Mu. Mill River Rd., Oyster Bay, N. Y. Hdqrs. Co.

Morawski, Joseph Pvt.Lewiston, Maine Battery A.

Morgan, Thomas C.... Sgt.1173 Bushwick Ave., Brooklyn, N. Y. Battery C.

Morrison, William ... Cpl.3803 8th St., Des Moines, Iowa. Battery C.

Morrissey, David F.... Cpl.553 Clinton St., Brooklyn, N. Y. Battery E.

Morrissey, Patsey Pvt.623 Bank St., Keokuk, Iowa. Battery E.

Moserwitz, Nathan ... Pvt.60 Montgomery St., N. Y. Battery F.

Moskowitz, Julius ... Pvt.5 Ten Eyck St., Brooklyn, N. Y. Battery B.

Mott, Harry F. S.... Cpl.985 Decatur St., Brooklyn, N. Y. Battery B.

Moynihan, Timothy ... Pvt.2658 8th Ave., N. Y. C., N. Y. Battery A.

Muehlethader, Chas. ... Pvt.155 Illinois St., Huron, So. Dak. Battery E.

Muehthaler, Wm. ... Wag.Rock Valley, Iowa Supply Co.

Muessigman, John ... Pvt.Iowa Falls, Iowa Battery C.

Muir, Isaac L. Pvt.2927 14th Ave., S. Minneapolis, Minn. Battery A.

Muir, John J. Pvt.129 E. 5th St., Brooklyn, N. Y. Supply Co.

Mulhaul, Frank Pvt.130 Ainslee St., Brooklyn, N. Y. Hdqrs. Co.

Mullholland, Jas. B.... Pvt.219 E. 37th St., N. Y. C., N. Y. Battery C.

Mullane, Daniel Pvt.1629 Lexington Ave., N. Y. C., N. Y. Supply Co.

Mullane, John Pvt.1629 Lexington Ave., N. Y. C., N. Y. Battery C.

Mullen, John Pvt.184 West End Ave., N. Y. C. Battery C.
Munday, Thomas E. Sgt.362 11th St., Brooklyn, N. Y. Battery D.
Munster, Charles H. Sgt.230 20th St., Buckhurst, L. I. Battery B.
Murphy, A. V. Cpl.100 Morningside Ave., N. Y. C., N. Y. Battery D.
Murphy, John P. Pvt.921 Stuhoff Ave., Richmond Hill,
N. Y. Medical
Murphy, P. F. Cook1420 Vyse Ave., N. Y. C., N. Y. Battery F.
Murphy, Peter J. Pvt.525 W. 47th St., N. Y. C., N. Y. Battery F.
Murray, John A. Cpl. Battery D.
Murray, Michael Pvt.416 W. 57th St., N. Y. C., N. Y. Battery F.
Murray, Paul Pvt.521 W. 156th St., N. Y. C., N. Y. Battery B.
Murray, William D. Pvt.Box 746, Stafford Springs, Conn. Battery A.
Murtha, John J. Pvt.160 Jefferson Ave., Brooklyn, N. Y. Hdqrs. Co.
Murtha, Thomas Cook461 W. 159th St., N. Y. C., N. Y. Battery B.
Myers, Guy C. Pvt.Marilla, N. Y. Hdqrs. Co.
Myrick, Clair Pvt.Ischua, N. Y. Hdqrs. Co.

Nagel, Samuel Cpl.910 Riverside Drive, N. Y. C., N. Y. Battery C.
Naughton, Patrick J. Sgt. Battery C.
Nealon, Thos. P. Pvt.77 N. Henry St., Brooklyn, N. Y. Battery B.
Neander, Eddie R. Pvt.Route 2, Harris, Minn. Battery F.
Neischloss, Louis 3d Cl. Mu.1724 Park Place, Brooklyn, N. Y. Hdqrs. Co.
Nelson, Andrew Pvt.389 Clinton St., Brooklyn, N. Y. Battery D.
Nelson, Arthur H. Sgt.1241 Madison St., Eau Clair, Wis. Hdqrs. Co.
Nelson, Carl G. Pvt.Cambridge, Minn. Battery B.
Nelson, Otto L. Pvt.Baronet, Wis. Battery D.
Nelson, Robert E. Cpl.146 Willis Ave., N. Y. C., N. Y. Battery D.
Nelson, Thorwald Pvt.R. F. D. 3, Boone, Iowa Battery E.
Nelson, William P. Pvt.Plainsview, Minn. Battery B.
Newbert, Paul R. Pvt.513 Dewey Place, Seattle, Wash. Battery E.
Newgard, Eddie Pvt.Bock, Minn. Battery F.
Newkirk, Raymond Pvt.Mayfair, Morris Plains, N. J. Medical
Neuman, Frank Pvt.East Eden, N. Y. Medical
Newman, Harold Pvt.1043 Tiffany St., Bronx, N. Y. Battery E.
Newman, Joseph F. Pvt.4422 Park Ave., N. Y. C., N. Y. Battery D.
Newman, John M. Pvt.12 Short St., Buffalo, N. Y. Hdqrs. Co.
Nichols, Ernest F. Pvt.R. F. D. No. 3, Chatfield, Minn. Battery B.
Nicolo, John Pvt.357 Barley St., Brooklyn, N. Y. Battery B.
Nihan, Joseph Pvt.734 Columbia Rd., Boston, Mass. Battery D.
Niosi, Joseph J. Mch.417 E. 14th St., N. Y. C., N. Y. Hdqrs. Co.
Nissen, Arthur Pvt.R. D. No. 2, Tyler, Minn. Battery C.
Noble, Luie T. Pvt.421 N. 9th St., Olean, N. Y. Battery F.
Nolan, Daniel J. Cpl.Hotel McAlpin, N. Y. C. Battery F.
Nolen, James B. Wag.61 E. 122nd St., N. Y. C., N. Y. Supply Co.
Nolan, T. J. Pvt.Waukon, Iowa Battery E.
Noonan, William J. Wag.5920 5th Ave., Brooklyn, N. Y. Supply Co.
Norberg, Eric Pvt.Blacon, N. D. Battery B.
Norcyk, Frank Pvt.9 Harrison Ave., E. Hampton, Mass. Hdqrs. Co.

Nord, Herbert W. Pvt. Grandy, Minn. Battery C.
 Nordsveen, Thorvald. Pvt. Route No. 6, Box 114, Decorah, Ia. Battery A.
 Norman, Isaac Pvt. 2401 S. Elliot St., Minneapolis, Minn. Battery F.
 Norris, Leslie M. Pvt. % Otter Tail Co., Perham, Minn. Battery A.
 Northcote, Wm. H. Cpl. 1502 W. State St., Olean, N. Y. Hdqrs. Co.
 Northrop, Grover H. Pvt. Prattsburg, N. Y. Supply Co.
 Nostrand, George J. Cpl. 335 Clinton Ave., Brooklyn, N. Y. Battery C.
 Notardonato, James Pvt. 632 S. May St., Chicago, Ill. Battery A.
 Noxon, Mitchell Cpl. 83 Northern Ave., N. Y. C., N. Y. Battery D.

 Oberg, Thorston O. H. Pvt. 235 E. 48th St., N. Y. C., N. Y. Hdqrs. Co.
 O'Boyle, Timothy L. Pvt. R. F. D. No. 2, Vail, Iowa Battery E.
 O'Brien, Francis Pvt. 318 E. 58th St., N. Y. C., N. Y. Battery B.
 O'Brien, Harry Pvt. 173 Bay 13th St., Brooklyn, N. Y. Supply Co.
 O'Brien, Osmund Pvt. Tignish, Prince Edward Isl., Can. Battery D.
 O'Connor, Thomas V. Pvt. Bondsville, Mass. Supply Co.
 Offenberger, George Sgt. 444 E. 88th St., N. Y. C., N. Y. Battery B.
 Ofstad, Gile A. Pvt. Florence, Minn. Battery C.
 Ogle, Roy Pvt. 125 12th Ave., East Albie, Iowa Battery F.
 Oglesby, Andrew K. Cpl. 214 Leeds Ave., Indianapolis, Ind. Battery D.
 O'Grady, James Pvt. 166 E. 104th St., N. Y. C., N. Y. Battery C.
 O'Grady, Patrick 3d Cl. Mu. 128 Penn St., Brooklyn, N. Y. Hdqrs. Co.
 O'Hare, John H. Pvt. 288 E. 155th St., Bronx, N. Y. Battery C.
 O'Keefe, David A. Pvt. 175 E. 102nd St., N. Y. C., N. Y. Battery B.
 O'Keefe, James Cpl. 47 India St., Brooklyn, N. Y. Battery C.
 Oldham, Walter Pvt. Northwood, Iowa Battery E.
 Olive, Sam F. Pvt. Jamestown, N. D. Battery F.
 Olsen, Alfred L. Pvt. 741 Fairmount Pl., N. Y. C., N. Y. Battery C.
 Olsen, Charles O. Pvt. 1217 Sixth St., N. Minneapolis, Minn. Battery A.
 Olson, Eric Pvt. Williams, Minn. Battery C.
 Olson, F. H. Pvt. Garfield, Minn. Battery E.
 Olson, Fred Nelse. Cook Roosevelt, Minn. Battery A.
 Olson, John Pvt. Washkish, Minn. Battery F.
 Olson, J. A. Pvt. Halfa, Iowa Battery E.
 Olson, John O. Pvt. 4340 11th Ave., S. Minneapolis, Minn. Battery F.
 Olson, Ole Pvt. Lancaster, Minn. Battery F.
 Olsson, Theodore Pvt. 2114 Daily Ave., N. Y. C., N. Y. Hdqrs. Co.
 Opitz, Julius Pvt. 522 E. 74th St., N. Y. C., N. Y. Battery A.
 O'Regan, J. F., Jr. Cpl. 1579 E. 18th St., Brooklyn, N. Y. Hdqrs. Co.
 O'Reilly, James Pvt. 590 Court St., Brooklyn, N. Y. Battery D.
 Ormestad, Ole Pvt. Northwood, Iowa Battery E.
 Osborne, Frank W. Pvt. 102 W. 89th St., N. Y. C. Battery C.
 Ostermann, Wm., Jr. Sgt. 527 W. 152nd St., N. Y. C. Battery D.
 Ostertag, Paul R. Pvt. 155 Edgecomb Ave., N. Y. C., N. Y. Battery D.
 Ostrom, Olof B. Pvt. R. No. 1, Isanti, Minn. Battery D.
 Ott, Frederick A. Pvt. 23 North Henry St., N. Y. C. Battery B.
 Otto, Raymond G. Pvt. 416 E. 8th St., Muscatine, Iowa. Battery D.
 Ovens, Thomas E. Pvt. E. Selkirk, Manitoba, Canada. Battery A.

Phinney, Wm. H. Pvt. R. F. D. No. 1, Delevan, N. Y. Hdqrs. Co.
Piantoni, Battist Pvt. Turtle Creek, Pa. Battery C.
Pidone, John Cook 437 E 12th St., N. Y. C., N. Y. Battery F.
Pierce, Martin F. Pvt. 339 E. 10th St., N. Y. C., N. Y. Battery C.
Pierson, Henry Pvt. 130 E. 19th St., N. Y. C., N. Y. Hdqrs. Co.
Pierson, Owen C. Pvt. Mankato, Minn. Battery C.
Piovesano, Joseph Pvt. 2330 Belmont Ave., Bronx, N. Y. Battery E.
Poer, Frank J. Pvt. 131 Highland Blvd., Brooklyn, N. Y. Battery A.
Pohler, Joseph F. Pvt. R. R. No. 3, Solon, Iowa Battery B.
Polglase, A. T. Sgt. 231 73rd St., Brooklyn, N. Y. Battery A.
Pons, Claude A. Sgt. 119 W. 107th St., N. Y. C. Battery D.
Potter, C. J. Cpl. Hillsdale, N. J. Battery E.
Powers, James F. Pvt. 571 9th Ave., L. I. C., N. Y. Battery F.
Poynton, Edward J. Sgt. Maj. 57 Wayne St., Jersey City, N. J. Hdqrs. Co.
Pratt, William G. Pvt. 300 Laurel Ave., Olean, N. Y. Battery F.
Pressalsky, Harry 3d Cl. Mu. 353 E. Houston St., N. Y. C. Hdqrs. Co.
Price, Thomas H. Mech. 104 Union Ave., Mariners' Harbor,
S. I., N. Y. Battery D.
Prine, Everett V. Pvt. R. F. D. No. 1, Carson, Iowa Battery E.
Procopio, Francesco Pvt. 40 Irying St., Winchester, Mass. Battery D.
Propp, Ellis Pvt. 3681 Broadway, N. Y. C. Battery D.
Proto, William Pvt. 10 Meeker Ave., Brooklyn, N. Y. Supply Co.
Prior, Thomas W. Pvt. 59 Springville, N. Y. Medical
Puddicombe, Al. A. Pvt. 830 S. Steel St., Tacoma, Wash. Battery A.
Pumilia, John Pvt. 310 E. 20th St., N. Y. C. Battery B.
Puszeski, Mike Pvt. 635 Summer St., Minn., Minn. Battery B.
Putnam, Wm. H., Jr. Pvt. 2372 83rd St., Brooklyn, N. Y. Battery E.
Quackenbush, Hy. H. Pvt. 265A 17th St., Brooklyn, N. Y. Battery C.
Quigley, Francis J. Sgt. 206 S. Clinton St., Olean, N. Y. Hdqrs. Co.
Quimby, Howard L. Pvt. South Acton, Mass. Battery A.
Quinn, Joseph H. Cook 962 3rd Ave., N. Y. C. Supply Co.
Quinn, Raymond J. Cpl. 97 Maplehill Ave., N. Y. C. Battery A.
Quirk, John J. Pvt. 129 E. 91st St., N. Y. C. Hdqrs. Co.
Quist, Elmer W. Pvt. Atwater, Minn. Battery B.
Radner, Geo. N. Pvt. 42 Greenwood St., Springfield, Mass. Battery D.
Radskin, Saul Pvt. 69 W. 130th St., N. Y. C. Battery A.
Re, Carmello Pvt. 177 E. 75th St., N. Y. C. Battery E.
Reale, Edward Bug. 636 Crescent Ave., N. Y. C. Battery F.
Recker, Bernard H. Pvt. Dyersville, Iowa Battery F.
Reed, Edward P. Pvt. Brewster, N. Y. Battery B.
Reed, F. M. Pvt. Russell, Iowa Battery E.
Reed, Harry John. Pvt. 262 First St., Hoboken, N. J. Battery C.
Reed, Henry C. Pvt. Amenia, Union, N. Y. Battery B.
Reeves, Charles Pvt. Mattituck, L. I., N. Y. Battery F.
Regan, Edwin A. Sgt. P. O. Box 542, City Hall Sta., N. Y. Battery C.
Regan, Patrick Jos. Pvt. Ordinance

Reha, Joseph	Pvt.	Lake Wilson, Minn.	Battery E.
Reichnau, Walter C.R.	Pvt.	Fredericksburg, Texas	Battery A.
Reid, Samuel A.	Pvt.	Onslow, Iowa	Battery C.
Reims, E. H., Jr.	Pvt.	8104 Chechester Ave., L. I. C.	Battery E.
Reksks, Sivert	Pvt.	1708 5th Ave. S., Minn.	Battery F.
Renehan, Norman A.	Pvt.	White River Junction, Vt.	Battery E.
Restle, William A.	Sgt.	24 Utica St., Clinton, N. Y.	Battery E.
Reynold, H. J.	Pvt.	Tiffin, Iowa	Battery E.
Reynolds, John H.	Pvt.	Cameron Mills, N. Y.	Hdqs. Co.
Rhodes, Fred A.	Pvt.	19 S. Bridge St., Poughkeepsie, N. Y.	Battery B.
Ribando, Morris	Pvt.	325 E. 28th St., N. Y. C.	Hdqs. Co.
Riccardi, John	Pvt.	200 22nd St., Brooklyn, N. Y.	Battery C.
Rice, Lemuel C.	Pvt.	Slaton, Minn.	Battery C.
Rich. John	Sad.	3247 Perry Ave., N. Y. C.	Battery B.
Richards, Edward	Cpl.	2533 Amsterdam Ave., N. Y. C.	Battery C.
Riether, Otto	Wag.	1704 Second Ave., N. Y. C.	Supply Co.
Ringwelski, Vince	Pvt.	Little Falls, Minn.	Battery F.
Racchini, Tony	Pvt.		Hdqs. Co.
Robins, H. C.	Pvt.	Storm Lake, Ia.	Battery E.
Robinson, Leigh H.	Cpl.	21 Hawthorne St., Perry, N. Y.	Hdqs. Co.
Robinson, William E.	Pvt.	476 Main St., Poughkeepsie, N. Y.	Medical
Rocchi, Cesare	Pvt.	Box 127, Buhl, Minn.	Battery B.
Rook, Hendrick	Pvt.	Princeton, Minn.	Battery E.
Rockwood, William	Pvt.	R. F. D., Lackawanna, N. Y.	Battery B.
Roegan, Michael	Cook	56 Beaver St., Brooklyn, N. Y.	Battery B.
Roemer, William J.	Pvt.	367 E. 234th St., N. Y. C.	Battery C.
Roffe, Charles F.	Pvt.	38 W. Main St., Gowanda, N. Y.	Hdqs. Co.
Rogers, Daniel	Wag.	303 E. 56th St., N. Y. C.	Supply Co.
Rogers, Neal	Pvt.	306 W. 18th St., N. Y. C.	Battery F.
Romaine, Chas. W.	Sgt.	2248 E. 17th St., Brooklyn, N. Y.	Battery E.
Ronayne, Paul Jos.	Sgt.	3440 Broadway, N. Y. C.	Battery D.
Rooney, James	Pvt.	227 E. 46th St., N. Y. C.	Supply Co.
Rose, Geo. W.	Pvt.	Otto, N. Y.	Battery C.
Rosebrock, John H.	Pvt.	1058 Bedford Ave., Brooklyn, N. Y.	Supply Co.
Rosenzweig, Harry	Pvt.	226 E. 98th St., N. Y. C.	Battery F.
Rosner, Nathan	Pvt.	926 Union Ave., N. Y. C.	Battery F.
Roth, Chris	Pvt.	Belden, Neb.	Battery D.
Roth, Joseph	Pvt.		Battery B.
Roth, Henry	Pvt.	1238 57th St., Brooklyn, N. Y.	Battery C.
Rottenberg, Samuel	Pvt.	137 Division Ave., Brooklyn, N. Y.	Battery E.
Rousseau, Charles	Cook	1434 Bedford Ave., Brooklyn, N. Y.	Hdqs. Co.
Rowan, Harold S.	Pvt.	416 St. Nicholas Ave., N. Y. C.	Battery A.
Rowan, Patrick J.	Pvt.	63 W. 107th St., N. Y. C.	Battery E.
Rubland, Claude A.	Pvt.	Delevan, N. Y.	Battery C.
Rubino, Donato	Pvt.	111 Seventh Ave., Altoona, Pa.	Battery D.
Ruby, Fred F.	Pvt.	33 High St., Ft. Wadsworth, S. I., N. Y.	Medical
Rucker, Clarence E.	Cpl.	Blasdel, N. Y.	Battery D.

Rud, J. K.....	Pvt.	Battery E.
Ruffle, Harold	Wag. ....200 Coney Isl. Ave., Brooklyn, N. Y.	Supply Co.
Ruggiero, Salvatore P.	Sgt. ....3636 Barnes Ave., N. Y. C.	Battery D.
Rush, Charles Edgar	Sgt. ....Maine St., Wappinger Falls, N. Y.	Supply Co.
Russ, John W.	Pvt. ....338 E. 3rd St., Corning, N. Y.	Hdqs. Co.
Russell, George	Wag. ....383 Pearl St., Brooklyn, N. Y.	Supply Co.
Russell, J. F.	Pvt. ....Box 216, Senath, Mo.	Supply Co.
Russell, William E.	Pvt. ....Hecla St., Uxbridge, Mass.	Battery D.
Rutz, J.	Pvt. ....101 W. 99th St., N. Y. C.	Battery B.
Ryan, Edward C.	Mech. ....Box 137, Olean, N. Y.	Battery F.
Ryder, Jason Alden	Sgt. ....R. F. D. No. 2, Sardina, N. Y.	Battery B.
Sagman, Ernest	Pvt. ....1490 Brook Ave., N. Y. C.	Battery D.
Salomon, Sidney	Cpl. ....38 Union Square, N. Y. C.	Battery F.
Samuelson, Einar	Pvt. ....Gardar, N. D.	Battery E.
Samuelson, John F.	Pvt. ....R. F. D. 3, Atwater, Minn.	Battery F.
Sandberg, David E.	Pvt. ....3006 Logan Ave., N. Minneapolis, Minn.	Battery B.
Santini, Reynold Jos.	Sgt. ....452 E. 149th St., N. Y. C.	Battery E.
Sapir, Morris	Pvt. ....74 Clinton Pl., Jersey City, N. J.	Battery C.
Sarno, Gregorius	Pvt. ....Lamartine Ave., Bayside, L. I.	Battery F.
Sather, Peter E.	Pvt. ....118 N. 3rd St., E. Grand Forks, Minn.	Battery A.
Savage, Charley C.	Pvt. ....1436 Ida Ave., Wichita, Kan.	Battery B.
Savage, Mark A.	Cpl.	Ordnance
Schaefer, Frank A.	Sgt. ....345 E. 23rd St., N. Y. C.	Battery F.
Schaeff, George	Pvt. ....588 E. 136th St., N. Y. C.	Supply Co.
Schapiro, Henry	Cpl. ....570 W. 161st St., N. Y. C.	Battery D.
Schatkowski, Henry ..	Sgt. ....216 E. 81st St., N. Y. C.	Battery F.
Scheffel, Henry J.	Bug. ....1248 Hancock St., Brooklyn, N. Y.	Battery C.
Scheller, Fred	Pvt. ....504 E. 7th St., N. Y. C.	Battery D.
Schenkman, Conrad ..	Sgt. ....3609 Broadway, N. Y. C.	Supply Co.
Schlosser, Fred'k. R.	Cpl. ....116 Wildwood Ave., Buffalo, N. Y.	Battery D.
Schlow, M. S.	Pvt. ....66 41st St., Brooklyn, N. Y.	Hdqs. Co.
Schmidlin, Jean B.	Wag. ....416 E. 65th St., N. Y. C.	Supply Co.
Schmunk, Fred P.	Pvt. ....1423 S. Main St., Crookston, Minn.	Battery A.
Schnautz, John Wm.	Pvt. ....Hamburg, N. Y.	Supply Co.
Schneider, Walter L.	Pvt. ....R. F. D. 1, Rib Lake, Wis.	Battery C.
Schnoor, Louis F.	Sgt. ....1722 84th St., Brooklyn, N. Y.	Battery B.
Schoenberg, Jacob ..	Pvt. ....120 Avenue A, N. Y. C.	Battery E.
Schreiner, Peter	Pvt. ....331 E. 92nd St., N. Y. C.	Battery E.
Schroeder, W. J.	Pvt. ....Schleswig, Iowa	Battery E.
Schrull, Rudolph	Cook ....54 S. Terrace Ave., Mt. Vernon, N. Y.	Battery A.
Schrumpf, Chas. C.	Pvt. ....430 E. 87th St., N. Y. C.	Battery A.
Schwab, Philip Jacob ..	Cpl. ....Holland Ave., Ebenezer, N. Y.	Battery D.
Schwartz, Abraham ..	Pvt. ....251 Stanhope St., Brooklyn, N. Y.	Hdqs. Co.
Schwartz, Gilbert	Pvt. ....1933 Park Pl., Brooklyn, N. Y.	Battery F.
Schwartz, Isidore	Cook ....475 Powell St., N. Y. C.	Battery D.
Schweickert, John F.	Pvt. ....246 Ten Eyck St., Brooklyn, N. Y.	Battery A.

Schwehr, Wm.	Cpl.	401 E. 81st St., N. Y. C.	HdQRS. Co.
Scott, Augustus C.	Pvt.		Battery B.
Scott, A. L.	Pvt.	R. 3, Box 64, Mapleton, Iowa.	Battery E.
Scott, George	Cpl.	Gordon Cottage, Hawicka, Scotland.	HdQRS. Co.
Scuderi, Edigio	Pvt.	Roosevelt Ave., Jamaica, L. I., N. Y.	Battery E.
Seaton, John F.	Pvt.	248 Hancock St., L. I. C., N. Y.	Battery A.
Segwalt, Daniel	Pvt.	Holland, N. Y.	Battery E.
Selby, Thomas	Pvt.	R. F. D. 2, Blakeburg, Iowa.	Battery E.
Sellman, Bernard J.	Pvt.	R. F. D. 1, Taylors Hall, Minn.	Battery F.
Semmon, John B.	Pvt.	125 E. 130th St., N. Y. C.	Supply Co.
Senecal, James N.	Sgt.	607 Franklin St., Watertown, Pa.	Battery F.
Shaw, Earl B.	Pvt.	57 Jasper St., Saugua, Mass.	Medical
Shea, Thomas Gerald	Pvt.	133 Lawrence Ave., Brooklyn, N. Y.	Battery D.
Shea, William A.	Pvt.		Ordnance
Sheeler, Harry G.	Pvt.	208 St. Marks Ave., Brooklyn, N. Y.	Battery F.
Shoffner, Roy B.	Pvt.	257 Montford Ave., Asheville, N. C.	Battery B.
Sheld, Louis	Pvt.	317 E. 54th St., New York City.	Battery A.
Shelley, Geo., Jr.	Pvt.	4814 Ave. O, Brooklyn, N. Y.	Battery C.
Sheesley, Claude L.	Pvt.	Ellston, Iowa	Battery E.
Sidway, K. L.	Cpl.	72 Seaman Ave., N. Y. C.	Battery B.
Sieber, George	Pvt.	128 Norman Ave., Brooklyn, N. Y.	Battery E.
Siebert, Frank W.	Pvt.	E. Aurora, N. Y.	HdQRS. Co.
Sikorski, Bruno	Pvt.	141 23rd St., Brooklyn, N. Y.	Battery B.
Silk, Edward Peter	Pvt.	E. Aurora, N. Y.	HdQRS. Co.
Silliman, Jos., Jr.	Pvt.		Medical
Silsby, Seymour D.	Mech.	Olean, N. Y.	HdQRS. Co.
Silver, George W.	Cook	10 William St., Stapleton, S. I., N. Y.	Battery C.
Silver, Sam G.	Pvt.		Battery E.
Simas, Antonio J.	Cpl.	366 W. 58th St., N. Y. C.	Battery D.
Simonson, Charles	Mech.	1869 Pacific St., Brooklyn, N. Y.	Battery D.
Simonson, William C.	Pvt.	Coster St., Westbury, L. I., N. Y.	HdQRS. Co.
Simpson, John W., 2d. Sgt.		East Craftsbury, Vt.	Battery C.
Sireci, Gesualdo C.	Pvt.	242 Emerson Pl., Brooklyn, N. Y.	HdQRS. Co.
Skilon, John	Pvt.	609 Jefferson St., Minn., Minn.	Battery F.
Slavin, John P.	Pvt.	65 Catherine St., N. Y. C.	Battery A.
Smart, Harold R.	Sgt.		Ordnance
Smellie, Robert W.	Pvt.	87 Buckingham Rd., Yonkers, N. Y.	Supply Co.
Smith, Claude A.	Pvt.	1626 3rd Ave. S., Ft. Dodge, Iowa.	Battery F.
Smith, Edward J.	Pvt.	Scranton Ave., Valley Stream, N. Y.	Battery D.
Smith, Frank H.	Pvt.	R. F. D. 4, Walnut, Kansas	Battery C.
Smith, Henry V.	Pvt.	3026 Snelling Ave., Minneapolis, Minn.	Battery A.
Smith, Herbert	Cpl.	53 Washington Sq., N. Y. C.	Battery F.
Smith, John D.	Pvt.	200 W. 132nd St., N. Y. C.	Battery E.
Smith, Leroy	Pvt.	55 Waverly St., Springfield, N. Y.	Battery B.
Smith, Roland	Pvt.	2945 Grand Ave., Minneapolis, Minn.	Battery F.
Smith, Thos. A., Jr.	2d Cl. Mu.	Ridgely, Md.	HdQRS. Co.
Smith, William J.	Pvt.	148 40th St., Corona, L. I., N. Y.	Battery C.
Smollon, F. J.	Sgt.	693 Halsey St., Brooklyn	Battery C.

Smyth, Dwight G....	Pvt.	.....251 W. 73rd St., N. Y. C.....	Supply Co.
Snodgrass, Russell B....	Pvt.	.....Avery, Iowa	Battery E.
Snow, Harry C.....	Cook	.....Franklinville, N. Y.	Supply Co.
Snyder, Richard B....	Pvt.	.....395 Dayton Ave., St. Paul, Minn....	Battery A.
Sofio, Edward G.....	Cpl.	.....550 Park Ave., N. Y. C.....	Hdqrs. Co.
Sonn, Leonard	Pvt.	.....910 Riverside Drive, N. Y. C.....	Battery B.
Sonnemann, Jos. F....	Pvt.	.....Blue Mound, Kansas	Battery B.
Soper, H. A.....	Cpl.	.....Central Ave., Cedarhurst, L. I.....	Battery A.
Sovocool, Clifford C....	Pvt.	.....Addison, N. Y.	Battery C.
Spang, Paul J.....	Pvt.	.....201 W. 17th St., N. Y. C.....	Battery A.
Spenceley, Arthur G....	Cpl.	.....22 Boltis St., Mt. Kisco, N. Y.....	Battery F.
Sperling, Fred	Pvt.	.....319 E. 77th St., N. Y. C.....	Hdqrs. Co.
Stabile, Louis	Pvt.	.....2333 Arthur Ave., N. Y. C.....	Battery E.
Stades, Joseph	Pvt.	.....	Battery F.
Staiger, Daniel	Pvt.	.....198 Charters Ave., Crafton, Pa.....	Battery F.
Stallone, Joseph	Pvt.	.....325 W. 23rd St., N. Y. C.....	Battery E.
Stamness, Otto	Pvt.	.....747 45th St., Brooklyn, N. Y.....	Supply Co.
Stamoules, E. J.....	Sgt.	.....625 6th Ave., N. Y. C.....	Battery F.
Stange, Oscar	Cpl.	.....13 Ridgewood Pl., Brooklyn, N. Y....	Hdqrs. Co.
Stark, Fred	Pvt.	.....8 Crescent Pl., Brooklyn, N. Y.....	Battery A.
Stathis, Chris. J.....	Pvt.	.....522 W. 183rd St., N. Y. C.....	Battery B.
Steffen, Frank G.....	Pvt.	.....20 Hawley St., Buffalo, N. Y.....	Battery D.
Stein, Herman	Pvt.	.....109 W. 118th St., N. Y. C.....	Battery E.
Stellwagen, George ..	Pvt.	.....170 E. 90th St., N. Y. C.....	Battery E.
Stephan, George F....	Pvt.	.....78 Tymon St., Buffalo, N. Y.....	Battery C.
Sterett, John Wm.....	Cpl.	.....1456 Bedford Ave., Brooklyn, N. Y..	Battery B.
Stevenson, Ed. R.....	Pvt.	.....Angola, N. Y.	Medical
Stenvenson, M. D.....	Cpl.	.....Bomp, Minn.	Battery C.
Stewart, David	Pvt.	.....1741 W. 10th St., Brooklyn, N. Y....	Battery B.
Stillinger, R. H.....	Pvt.	.....R. F. D. 2, E. Aurora, N. Y.....	Battery E.
Stine, Harry E.....	Sgt.	.....30 Granite St., Brooklyn, N. Y.....	Battery E.
Stone, James Anson....	Pvt.	.....Masonic Ave., Wallingford, Conn..	Battery B.
Stotz, John C.....	Pvt.	.....140 Third St., Turners Falls, Mass...	Battery D.
Stroh, William G.....	Wag.	.....Attica, N. Y.	Supply Co.
Strohecker, Harry ..	Pvt.	.....113 N. 61st St., W. Philadelphia, Pa..	Battery F.
Stuard, Clinton, L....	Cpl.	.....Blasdell, N. Y.	Battery D.
Stucker, Fred L.....	Pvt.	.....304 Rogers Ave., Brooklyn, N. Y....	Battery B.
Stueland, Joseph T....	Pvt.	.....Kanawha, Iowa	Battery D.
Sturza, Jack	Pvt.	.....1626 Pacific St., Brooklyn, N. Y.....	Battery C.
Sullivan, Daniel J. E..	Cpl.	.....479 52nd St., Brooklyn, N. Y.....	Hdqrs. Co.
Sullivan, Edward A....	Pvt.	.....31 Chester St., Springfield, Mass....	Battery D.
Sullivan, Henry F....	Cpl.	.....6311 5th Ave., N. Y. C.....	Battery E.
Sullivan, James C....	Wag.	.....503 W. 174th St., N. Y. C.....	Supply Co.
Sullivan, Wm. J.....	Sgt.	.....	Ordnance
Svedahl, Erecing	Pvt.	.....3307 Cedar Ave., Minn., Minn.....	Battery F.
Swenson, Victor S....	Pvt.	.....Clark's Grove, Minn.	Battery A.
Swanson, Edwin C....	Pvt.	.....R. F. D. 2, Box 8, Oakland, Neb....	Battery E.
Swanson, Paul A....	Pvt.	.....Orandon, Wis.	Battery C.

Swenson, Walter R....Pvt.	R. F. D. 3, Stacy, Minn.	Battery F.
Swiader, Wojcich ....Pvt.	179 Prospect Ave., Brooklyn, N. Y.	Hdqs. Co.
Swofford, John N....Pvt.	Gallatin, Mo.	Battery B.
Talbot, John ....Cpl.	2437 Valentine Ave., N. Y. C.	Battery D.
Talentino, Thomas ...Pvt.	304 E. 45th St., N. Y. C.	Battery F.
Taylor, Harvey ....Pvt.	R. F. D. No. 7, Box 9, Pattonsburg, Mo.	Supply Co.
Taylor, Robert Wm...Pvt.	167 Irving Ave., Brooklyn, N. Y.	Battery D.
Teague, Virgil L....Pvt.	R. F. D. No. 1, Phillipsburg, Mo.	Battery B.
Teasdale, Thomas R...Pvt.	361 Peckham St., Fall River, Mass.	Battery E.
Temple, Chris. R....Pvt.		Medical
Tennyson, Edward ...Pvt.	139 W. 98th St., N. Y. C.	Battery B.
Thacher, Horace ....Pvt.	5 Lafayette Ave., Ossining, N. Y.	Battery D.
Thines, Nicholas ....Cpl.	204 Ideal St., Buffalo, N. Y.	Hdqs. Co.
Thomas, Frank ....Pvt.	735 Utah St., Toledo, N. Y.	Battery C.
Thomas, Lewis ....Cpl.	31 E. 39th St., N. Y. C.	Battery F.
Thomas, James P....Pvt.		Hdqs. Co.
Thompson, George ...Pvt.	921 Gates Ave., Brooklyn, N. Y.	Supply Co.
Thompson, George ...Pvt.	457 W. 164th St., N. Y. C.	Battery C.
Thompson, Herman ...Pvt.	New London, Minn.	Battery E.
Thompson, John G....Pvt.	Blasdel, New York	Battery D.
Thomson, James D...Pvt.		Battery F.
Thorne, Einer ....Pvt.	271 Wesley Ave., Clinton, Iowa	Battery D.
Thornton, Donald E...Pvt.	Holland, N. Y.	Hdqs. Co.
Thorson, Martin ....Pvt.	R. F. D. 60, Ceraca, Ill.	Battery F.
Thorwirth, Fred Wm..Pvt.	East Aurora, Minn.	Battery E.
Tobin, Robert ....Sgt.	424 41st St., Brooklyn, N. Y.	Battery A.
Todd, William H....Pvt.	Mendon, Ill.	Battery C.
Tollefson, Herman P..Pvt.	Hendricks, Minn.	Battery C.
Tonning, Iver ....Pvt.	2742 Johnson St., Minneapolis, Minn.	Battery A.
Torstveit, Arthur ...Pvt.	St. Helaire, Minn.	Battery E.
Toussomian, J. A....Pvt.		Battery F.
Tracy, Chas. A....H. shoer	309 W. 142nd St., N. Y. C.	Battery A.
Trapani, James ....Sad.	219 Nassau Ave., Brooklyn, N. Y.	Hdqs. Co.
Trautman, Albert ...Pvt.	106 Humison Ave., Buffalo, N. Y.	Battery C.
Travis, Wright H....Pvt.	Avoca, New York	Hdqs. Co.
Trevino, Dale ....Pvt.	P. O. Box 264, White Bear Lake, Minn.	Battery F.
Trimble, Frank ....Pvt.		Supply Co.
Truesdell, Wm. J....Pvt.	639 54th St., Brooklyn, N. Y.	Battery C.
Tucker, Albert F....Pvt.	Downer, Minn.	Battery C.
Tulchinsky, David ...Pvt.	554 Grand St., N. Y. C.	Battery F.
Tuman, Fred'k. ....Pvt.	R. F. D. 4, Box 101, Dassel, Minn.	Battery A.
Tygret, Carl V....Pvt.	R. F. D. 1, Batavia, Iowa	Battery E.
Ulrich, George L....Pvt.	Olean Ave., Gardenville, N. Y.	Battery D.
Urbanski, Albert ....Pvt.	18 Glenn St., Buffalo, N. Y.	Battery A.

Vaccaro, Anthony	Cpl.	401 E. 100th St., N. Y. C.	Battery	D.
Van Auken, A. R.	Pvt.	Decatur City, Iowa	Battery	D.
Van Beek, Gerrit	Pvt.	Orange City, Iowa	Battery	E.
Van Buren, Ned.	Pvt.	Summit, N. Y.	Battery	D.
Vanderheyde, Ed. A.	Pvt.	507 W. 184th St., N. Y. C.	Battery	A.
Vander Meulen, P. D.	Pvt.	Thornton Ave., Gardenville, N. Y.	Hdqs.	Co.
Van Hoogenstyn, L.	Sgt.	36 N. 17th St., E. Orange, N. J.	Battery	E.
Van Pless, Wm. Fred.	Sgt.	170 Seneca St., Buffalo, N. Y.	Battery	D.
Van Wickler, P. B.	H. shoer	319 Jeanette Ave., Linwood, L. I.	Battery	E.
Veasey, Joseph M.	Cpl.	511 E. 88th St., N. Y. C.	Battery	A.
Velle, Otto P.	Cpl.	Grant & Thomas Ave., Baldwin, N. Y.	Battery	D.
Vernon, Wm. Karl.	Sgt.	Port Washington Club, Port Washington, N. Y.	Battery	E.
Vernum, Joseph	Pvt.	56 Eighth Ave., N. Y. C.	Supply	Co.
Vesta, Victor M.	Sgt.	1813 Crotona Ave., N. Y. C.	Battery	F.
Vigliante, Angelo	Pvt.	528 Lincoln Rd., Brooklyn, N. Y.	Battery	A.
Villeburn, Peter	Pvt.	Bejan, Minn.	Battery	E.
Vincer, Arthur F.	Pvt.	Glenn Ave., Sea Cliff, L. I.	Battery	D.
Vogt, Fred'k. Herman	Pvt.	Hammondsport, N. Y.	Battery	C.
Vogt, Lloyd E.	Pvt.	Prospect Ave., E. Aurora, N. Y.	Hdqs.	Co.
Vollkomer, Louis	Pvt.		Battery	B.
Von der Empten, G. A.	Pvt.	Hammondsport, N. Y.	Hdqs.	Co.
Von Lampe, Wilhelm	Pvt.	2 Marble Hill Ave., N. Y. C.	Battery	C.
Vottazzi, Tony	Pvt.		Battery	D.
Wager, Robert	Pvt.	West Lebanon, N. Y.	Battery	D.
Wagner, Wm. M.	Bugler	956 Tiffany St., N. Y. C.	Battery	D.
Walcher, Will	Pvt.	Ulm, Ark.	Battery	B.
Walker, Amos J.	Pvt.	Sampsel, Mo.	Battery	E.
Walker, Herman W.	Pvt.	736 6th St., N. E., Wash., D. C.	Medical	
Walker, Leon	Pvt.	496 Williams Ave., Brooklyn, N. Y.	Hdqs.	Co.
Walker, Robert M.	Pvt.		Medical	
Walker, Virgil A.	Cpl.	R. F. D. 2, Sperry, Iowa	Battery	F.
Walker, Wm. E.	Pvt.	Henderson, Mason, W. Va.	Battery	F.
Wallace, J. M.	Rt. Su. St.	Bay Shore, L. I., N. Y.	Supply	Co.
Walrath, Ray C.	Pvt.		Hdqs.	Co.
Walsh, Edward Jos.	H. shoer	165 Jefferson Ave., Brooklyn, N. Y.	Battery	D.
Walsh, Robt. Jos.	Pvt.	682 Water St., N. Y. C.	Hdqs.	Co.
Walsh, Alfred John	Pvt.	323 E. 89th St., N. Y. C.	Battery	A.
Walters, Richard	Pvt.	1039 Walden Ave., Buffalo, N. Y.		
		% Greiner	Battery	D.
Wancura, Frank Ed.	Cpl.	66 W. 56th St., N. Y. C.	Battery	E.
Wank, Jesse J.	Pvt.	29 E. 124th St., N. Y. C.	Hdqs.	Co.
Ward, Herbert A.	Pvt.	Huntsville, Mo.	Battery	B.
Ward, Robt. Smith	Pvt.	795 Elmwood Ave., Buffalo, N. Y.	Battery	D.
Warner, Waldo B.	Pvt.	765 58th St., Brooklyn, N. Y.	Battery	A.
Warns, Howard O.	Pvt.	126 High St., Painted Post, N. Y.	Medical	
Warren, Wm. R.	Pvt.	102 W. 44th St., N. Y. C.	Battery	C.

Waschke, Arthur G.	Pvt.	.....	Redwood Falls, Minn.	Battery F.
Watson, John	Pvt.	.....	923 Fulton St., Brooklyn, N. Y.	Battery F.
Watts, James E.	Cpl.	.....		Battery F.
Waver, Harry G.	Pvt.	.....		Ordnance
Weber, George W.	Pvt.	.....	Ironton, Minn.	Battery F.
Weber, August W.	Pvt.	.....	R. No. 5, Box 113, N. Mankato, Minn.	Battery B.
Weber, Fred'k. H.	Wag.	.....	W. Hartford, Conn.	Battery F.
Weddle, Geo. P.	Pvt.	.....	311 W. 97th St., N. Y. C.	Hdqrs. Co.
Wehrli, Walter	Pvt.	.....	445 W. 48th St., N. Y. C.	Battery A.
Weil, Mortimer	Cpl.	.....	319 W. 94th St., N. Y. C.	Supply Co.
Weil, Theodore F.	Pvt.	.....	536 W. 163rd St., N. Y. C.	Battery B.
Weingarten, Jack	Pvt.	.....	286 Fifth Ave., N. Y. C.	Battery B.
Weinhauer, Geo. H.	Cpl.	.....	553 Hamburg Ave., Brooklyn, N. Y.	Battery D.
Weissberger, Morris	Pvt.	.....	924 Prospect Ave., N. Y. C.	Battery D.
Welch, Isaac L.	H. shoer	.....	Cold Springs, N. Y.	Battery C.
Wellner, Henry M.	Pvt.	.....	Emma, Saline Co., Mo.	Battery B.
Wendel, Otto G.	Sgt.	.....	Main St., Gowanda, N. Y.	Battery C.
Wendell, William	Sgt.	.....	449 76th St., Brooklyn, N. Y.	Hdqrs. Co.
(Asst. Bd. Leader)				
Wenzel, Andrew J.	Sgt.	.....	2374 Putnam Ave., Brooklyn, N. Y.	Hdqrs. Co.
Werner, Charles	Cpl.	.....	1885 First Ave., N. Y. C.	Battery C.
Westby, Haakon	Pvt.	.....	Canby, Minn.	Battery C.
Westman, Theo. C.	Pvt.	.....	Chaffee, Erie Co., N. Y.	Battery B.
Westphalen, Frank J.	Pvt.	.....		Battery B.
Wexler, Abraham	Pvt.	.....	264 Bush St., N. Y. C.	Battery C.
Weyrick, W.	Pvt.	.....	Browerville, Minn.	Battery E.
Wheeler, Leeds A.	Sgt.	.....	53 Ashford St., Allston, Mass.	Battery C.
White, Sidney	Pvt.	.....		Battery C.
White, Daniel A., Jr.	Pvt.	.....	236 E. 9th St., Brooklyn, N. Y.	Battery C.
White, Wm. J.	Cook	.....	51 Hillside Ave., Charlestown, Mass.	Battery C.
Whitehead, W. L.	Sgt.	.....	7 Winter St., Arlington, Mass.	Hdqrs. Co.
Whiteis, John D.	Pvt.	.....	129 Pace St., Macon, Mo.	Battery B.
Withey, George W.	Pvt.	.....		Battery F.
Whitmore, Arthur J.	Pvt.	.....	Wiscay, N. Y.	Hdqrs. Co.
Whittaker, Coy	Wag.	.....	Franklinsville, N. Y.	Hdqrs. Co.
Whitten, Wm., Jr.	Sgt.	.....	275 W. 45th St., N. Y. C.	Hdqrs. Co.
Wicks, Elbert C.	Pvt.	.....	Cedarhurst, L. I., N. Y.	Battery B.
Widmann, Ernest A.	Cpl.	.....	530 Broadway, Brooklyn, N. Y.	Battery F.
Wiendieck, Geo. C.	Pvt.	.....	235 E. 87th St., N. Y. C.	Battery A.
Wien, Vernon J.	Pvt.	.....	Otto, N. Y.	Battery C.
Wilcox, Claude	Pvt.	.....	Addison, New York	Hdqrs. Co.
Wilkinson, Alfred	Sgt.	.....	539 E. 78th St., N. Y. C.	Battery E.
Wilks, Louis	Pvt.	.....	328 Beekman Ave., Bronx, N. Y.	Battery C.
Will, Fred A.	Cpl.	.....	634 Humboldt Pkway, Buffalo, N. Y.	Hdqrs. Co.
Williams, Percy W.	Pvt.	.....	E. Hampton, Conn.	Battery A.
Williams, Russell P.	Cpl.	.....	541 74th St., Brooklyn, N. Y.	Battery B.
Willis, William R.	Pvt.	.....	New Hartford, Mo.	Battery B.
Wing, Fred'k. J.	Pvt.	.....	127 Miller Ave., Brooklyn, N. Y.	Battery B.

Winner, Niles M. ....Pvt.	North Collins, N. Y.	Hdqrs. Co.
Winther, Axel ....Pvt.		Battery F.
Wire, Amos W. ....Pvt.	Gravity, Iowa	Battery B.
Wohlford, Wm. Chas. ....Pvt.	59 Pine Ridge Rd., Buffalo, N. Y.	Supply Co.
Wolfson, David ....Pvt.	1578 St. Marks Ave., Brooklyn, N. Y.	Battery A.
Wollam, Glen ....Pvt.	Cantril, Iowa	Battery B.
Wolmar, Harry J. ....Pvt.	595 St. Anns Ave., N. Y. C.	Battery A.
Woods, Harlan H. ....Pvt.	Rushford, N. Y.	Battery D.
Wood, Thomas H. ....Pvt.		Battery E.
Wood, Wm. James. ....Pvt.	146 Monroe St., Brooklyn, N. Y.	Battery C.
Wright, Henry H. ....H. shoer ..	Grove, Okla.	Battery B.
Wright, Leonard S. ....H. shoer ..	Oyster Bay, N. Y.	Hdqrs. Co.
Wynne, Walter A. ....Cpl.	256 E. 68th St., N. Y. C.	Battery A.
Yaknbenas, Mike ....Cook	74 Greenpoint Ave., L. I. C., N. Y.	Battery F.
Yarbough, H. E. ....Pvt.		Battery B.
Yeager, Edwin E. ....Pvt.	Edwards, Benton Co., Mo.	Battery B.
Yearnshaw, Chas. H. ....Pvt.	Madrid, Ia.	Battery B.
Young, Adolph ....Pvt.	Clay Center, Kan.	Battery B.
Young, Baldwin C. ....Sgt.	Huntington, L. I., N. Y.	Battery A.
Yphantes, Anthony F. ....Cook	12 Macon St., Brooklyn, N. Y.	Battery C.
Zabel, Fred P. ....Pvt.	145 4th St., Union Course, L. I., N. Y.	Hdqrs. Co.
Zbornik, Frank R. ....Pvt.	R. F. D. 3, Ft. Atkinson, Iowa.	Battery A.
Zeffer, Edward F. ....Pvt.	West Valley, N. Y.	Battery C.
Zeigengest, A. O. ....Pvt.	27 South St., Plymouth, Mass.	Battery F.
Zell, Albin H. ....Pvt.	Beardsley, Minn.	Battery D.
Zeller, H. J. ....Sgt.	1125 Park Pl., Brooklyn, N. Y.	Hdqrs. Co.
Ziehl, Martin ....Pvt.	404 23rd Ave. N., St. Cloud, Minn.	Battery E.
Zika, Frank ....Pvt.	510 E. 86th St., N. Y. C.	Supply Co.
Zimmerman, A. ....Cpl.	154 Hopkins St., Brooklyn, N. Y.	Hdqrs. Co.
Zimmerman, Walter ..Pvt.	29 Hume Ave., Bedford, Mass.	Battery B.
Ziolkowski, John S. ....Pvt.	R. R. 5, Box 36, Little Falls, Minn.	Battery E.
Zittel, Edward John. ....Pvt.	R. F. D. No. 3, Hamburg, N. Y.	Battery D.
Zoeller, William ....Pvt.	1898 Stockholm St., Brooklyn, N. Y.	Battery A.
Zubko, John, Jr. ....3d Cl. Mu.	2245 Hughes Ave., N. Y. C.	Hdqrs. Co.
Zucco, Angelo ....Pvt.	White Boar, Iowa	Battery E.
Zwallich, Charles	1390 Prospect Ave., N. Y.	Battery E.

THOSE WHO JOINED THE REGIMENT OVERSEAS

Adams, Elisha L. ....Pvt.	Springfield, Mo.	Battery B.
Adelman, Casper I. ....Pvt.	R. R. 4, Starbuck, Minn.	Battery F.
Alley, Sam W. ....Pvt.	424 McCallie Ave., Chattanooga, Tn.	Battery B.
Anderson, Jos. E. ....Pvt.	Mulkey, Okla.	Battery B.
Aspell, Gaylord C. ....Pvt.	McIntyre, Iowa	Battery C.
Ayotte, Alfred J. B. ....Pvt.	205 Jefferson Ave., Salem, Mass.	Hdqrs.

Balke, Peter A.....Pvt.	Climax, Minn.	Battery A.
Bare, Clarence J.....Pvt.	25 Mystic Ave., Salem, Mass.	Battery A.
Beard, Harry C.....Pvt.	27 E. Main St., Middletown, Pa.	Supply Co.
Billingsley, Ben.....Pvt.	Lehigh, Okla.	Battery E.
Blades, Guy E.....Pvt.	Manassa, Colo.	Battery D.
Bois, Louis P.....Pvt.	423 Saratoga St., Boston, Mass.	Hdqrs.
Bolton, John C.....Pvt.	27 Windsor St., Orangeburg, S. C.	Battery E.
Boreen, John S.....Pvt.	Spicer, Minn.	Battery B.
Bosler, Forrest H.....Pvt.	54 Walton St., Atlanta, Ga.	Supply Co.
Boyle, Joseph A.....Pvt.	529 Grant St., Hazelton, Pa.	Battery B.
Brozowski, Chas. ....Pvt.	23 Middle St., Fitchburg, Mass.	Battery D.
Brown, Geo. E.....Pvt.	116 Ely St., Elizabeth, N. J.	Battery D.
* Brown, Martin.....Pvt.	Browtown, Pa.	Supply Co.
Buhecker, Rayd. W....Pvt.	R. F. D. No. 1, E. Palestine, Colum- bus Co., Ohio	Battery E.
Burger, Walter M....Pvt.	Wilbur, Nebr.	Battery C.
Burke, Michael.....Pvt.	Packer St., Avoca, Pa.	Battery B.
Callaghan, John S....H. shoer	251 W. 17th St., N. Y. C.	Supply Co.
Campbell, Chas. C....Pvt.	Keokuk, Iowa	Battery B.
Campinini, Samuel...Pvt.	Sykesville, Pa.	Battery A.
Canady, Wm. J.....Pvt.	Imboden, Va.	Battery B.
Carden, Joseph M....Pvt.	1902 Washburn St., Scranton, Pa.	Supply Co.
Carr, J. E.....Pvt.	LaPorte City, Iowa	Battery B.
Cella, Dominick.....Pvt.	138 MacDougall St., N. Y. C.	Battery F.
Charton, Raymond...Pvt.	Housel St., Canton, Ohio	Supply Co.
Clarke, Henry A.....Pvt.	Tuckerman St., Arctic, R. I.	Hdqrs.
Clawson, Willard A...Mus.	Middlesex, N. Y.	Hdqrs.
Cochran, Ira.....Mus.	R. F. D. No. 1, Cookville, Texas	Battery F.
Cole, James O.....Mus.	Dorset, Ohio	Battery E.
Coleman, Daniel.....Wag.	2028 Wayne Ave., Scranton, Pa.	Supply Co.
Coleman, Rudolph...Pvt.	395 Waddell St., Letonia, Ohio	Battery D.
Colvard, Jos. W.....Pvt.	Lizella, Ga.	Battery A.
Coren, Hymen.....Pvt.	East Port, Maine	Battery D.
Conoway, Ephraim...Pvt.	Vaughnsville, Ohio	Battery D.
Conti, Alphonso.....Pvt.	Sterling Junction, Mass.	Battery B.
Cooper, William F....Pvt.	Fitzwilliam, N. H.	Battery D.
Cotner, Geo. C.....Pvt.	216 Fairmont Ave., Sunbury, Pa.	Supply Co.
Courchene, Aristido..Pvt.	142 Sale St., Woonsocket, R. I.	Battery D.
Cox, Fred G.....Pvt.	Powderville, Mont.	Hdqrs.
Cullimane, John.....Pvt.	Roxbury, Mass.	Battery D.
Culliton, Austin J....Pvt.	Warren, Mass.	Battery D.
Cunningham, Clifford..Wag.	R. F. D., Hagertown, Md.	Supply Co.
Curley, Thos. V.....Pvt.	100 Pine St., Dedham, Mass.	Battery D.
Dahl, Alfred K.....H. shoer	Savage, Mont.	Battery E.
Decker, Burton A....Pvt.	Melmore, Ohio	Battery E.
DeFederico, Federico..Pvt.	Worlesburg, Pa.	Battery C.

DeLoach, Frank W....Pvt.Grenoda, Minn.Battery C.
DePretto, HarryPvt.124 23rd St. W. New York, N. J.Battery C.
Dick, Albert C....Pvt.720 McKinley Ave., N. W., Canton,
OhioBattery D.
Dilley, Arthur W....Pvt.Sykes, Pa.Battery D.
Dillon, Euby E....Pvt.Scrugges, Va.Battery D.
Dolphin, Edward W....Pvt.72 Leonard St., Milford, Mass.Battery D.
Donohue, ThomasPvt.5 Ashmont Pk., Dorchester, Mass.Battery B.
Dougherty, J. J....Pvt.1551 Fraser St., N. Philadelphia, Pa.Battery A.

East, Geo. W....Pvt.89 Bridge St., Springfield, Mass.Battery F.
Elden, John A....Bugler404 61st St., Brooklyn, N. Y.Battery C.
Elicker, Harry L....Wag.436 W. Princess St., York, Pa.Supply Co.
Ellenberger, Samuel...Pvt.1414 Gibbs Ave., N. E., Canton, O.Supply Co.
Evans, W. D....Pvt.Edgerton, Minn.Battery F.

Fairfax, CafirPvt.Hoadly, Prince William Co., Va.Battery F.
Finnigar, HarryWag.R. F. D. 1, New Holland, Pa.Supply Co.
Ferlas, H. B....Mus.461 Hatch St., St. Paul, Minn.Hdqrs.
Finch, Geo. A....Pvt.Box 720, Youngstown, OhioBattery F.
Fitzgerald, Robert ...Pvt.94 Apricot St., Worcester, Mass.Hdqrs.
Fleig, LouisH. shoer ..121 Schley St., Brooklyn, N. Y.Battery F.
Foster, Elbert H....Pvt.Maud, TexasBattery E.
Foust, Wm. L.Pvt.127 Arlington St., N. W., Canton, O.Battery D.
Fry, Thomas H....Pvt.Atlas, Okla.Battery D.
Franklin, RobertPvt.Adele, Miss.Hdqrs.

Galuzzo, JamesPvt.173 Capital Ave., Meriden, Conn.Battery B.
Golum, Barth O....Wag.Mills City, Pa.Supply Co.
Goss, Lee R....Pvt.Hickory Ridge, Ark.Battery A.
Gould, Ashley M....Pvt.445 Bedford Ave., Brooklyn, N. Y.Hdqrs.
Green, FredPvt.Butler, Vt.Battery D.
Greives, Ralph H....Pvt.R. F. D. No. 4, Fulton Ave., Spring-
field, O.Battery A.
Gridley, Clinton E....Pvt.R. F. D. No. 2, Green, KansasBattery C.
Griffith, Joseph A....Pvt.2201 Eastern Ave., Cincinnati, O.Battery A.
Guadazno, RalphPvt.2037 First Ave., N. Y. C.Battery C.

Hass, Chas. V....Pvt.Stony Creek Mill, Pa.Battery E.
Haferd, Leo W....Pvt.Carey, OhioBattery C.
Harbuck, W. E....Pvt.Floralla, Covington, Ala.Battery D.
Hardy, Albert W....Pvt.Ellsworth St., Martinsville, Va.Battery F.
Haugem, OlePvt.Ostrander, Minn.Battery E.
Hawkins, Andrew A....Pvt.Raymond, Hines City, Miss.Battery D.
Heaths, Arthur
Hegerle, Jos. A....Pvt.423 S. 10th St., Minneapolis, Minn.Battery D.
Heisel, W. E....Pvt.501 5th St. S., Virginin, Minn.Battery F.
Henry, Earl W....Pvt.3008 S. 6th St., Canton, O.Supply Co.

Hines, Clifford E.....Pvt.	.....221 Cherry St., Lebanon, Ohio.....	Battery D.
Hoffman, Joseph.....Pvt.	.....Sacramento, Calif.	Battery C.
Hoffman, Lewis W.....Pvt.	.....R. F. D. 4, Lehigh, Iowa.....	Hdqrs.
Hogan, Paul.....Pvt.	.....704 S. 5th St., Hamilton, Ohio.....	Battery A.
Homas, James E.....Cpl.	.....419 W. 129th St., N. Y. C.....	Battery D.
Homes, Albert P.....Pvt.	.....Greentown, Ohio.....	Battery D.
Huerta, Adolph.....Pvt.	.....314 S. Flores St., San Antonio, Tex.....	Hdqrs.
John, Milo.....Pvt.	.....Versailles, N. Y.	Battery C.
Jones, W., Jr.....Pvt.	.....771 Forest Ave., N. Y. C.....	Battery D.
Josefson, John A.....Pvt.	.....Two Harbors, Minn.	Battery F.
Karcher, Louis.....Pvt.	.....3146 Heath Ave., N. Y. C.....	Battery B.
Kane, Anthony N.....Pvt.	.....1916 Perryville Ave., Pittsburgh, Pa.....	Battery D.
Keene, Marvin T.....Pvt.	.....Bonham, Texas.....	Battery C.
Keller, Otto A.....Cpl.	.....230 N. Rudolph St., Indianapolis, Ind.	Hdqrs.
Kennedy, Wm. J.....Pvt.	.....R. F. D. 2, Early, Iowa.....	Battery A.
Kidd, Warren H.....Pvt.	.....Columbus Grove, Putnam Co., O.....	Battery D.
Killian, Ed. J.....Pvt.	.....204 Crawford Ave., Altoona, Pa.....	Battery E.
Koenig, Peter J.....Pvt.	.....1020 Freeman Ave., Cincinnati, O.....	Battery F.
Kremler, Alfred L.....Pvt.	.....369 Sumpter St., Brooklyn, N. Y.....	Battery C.
Krueger, Geo. ....H. shoer	.....R. F. D. No. 227, Von Ormy, Texas.....	Battery F.
Lackey, Jos. H.....Pvt.	.....Ordway, Colo.	Hdqrs.
Lashaway, Lloyd.....Pvt.	.....R. No. 2, Box 157, Weston, Ohio.....	Battery F.
Lauria, Tony.....Pvt.	.....647 First Ave., New Haven, Conn.....	Hdqrs.
Lawson, Western.....Pvt.	.....Liverpool, Ohio.....	Battery E.
Lazar, Samuel.....Pvt.	.....18 Clark St., New Britain, Conn.....	Battery A.
Leidner, Emil F.....Pvt.	.....2017 Himrod St., Brooklyn, N. Y.....	Battery E.
Lind, J. J., Jr.....Pvt.	.....253 Clinton St., N. Y. C.....	Supply Co.
Litwin, Martin.....Pvt.	.....3 St. Anns Ave., Plains, Pa.	Battery F.
Loftis, Jos. E.....Pvt.	.....Almond, Wis.	Hdqrs.
Long, Patrick J.....Pvt.	.....154 Clinton Ave., Brooklyn, N. Y.....	Battery A.
Longuidici, Orazio.....Pvt.	.....103 Hester St., N. Y. C.....	Battery E.
Lowenstein, Louis.....Pvt.	.....342 Rodney St., Brooklyn, N. Y.....	Ordnance
Lyon, Harold F.....Pvt.	.....215 Flower Av., E. Watertown, N. Y.....	Battery D.
McGann, Sidney A.....Pvt.	.....312 Jackson Ave., L. I. C.....	Battery C.
McHugh, John J.....Pvt.	.....496 Linwood St., Brooklyn, N. Y.....	Battery E.
Majchszak, Jos.....Pvt.	.....54 Wilkins St., Buffalo, N. Y.....	Battery C.
Makey, Frank E.....Mech.	.....Castleton, N. D.	Battery C.
Mara, Michael.....Pvt.	.....538 Central Ave., Brooklyn, N. Y.....	Battery D.
Martinez, Adelaide.....Pvt.	.....Vallecitos, N. M.	Supply Co.
Martinez, Frank.....Pvt.	.....Holcomb, Kansas.....	Battery A.
Maziarke, John W.....Pvt.	.....2431 S. Karlov Ave., Chicago, Ill.....	Battery C.
Mebane, Jos.....Pvt.	.....DeKalb, Texas.....	Battery C.
Merry, Ernest F.....Pvt.	.....215 N. Grant St., Detroit, Mich.....	Battery B.
Mestas, Hiraclio.....Pvt.	.....Cabezon, N. M.	Battery B.

Metcalf, Clarence	Pvt.	Porterville, Erie County, N. Y.	Battery B.
Meyers, W. A.	Pvt.	Montrose, Colo.	Battery D.
Migl, Willie J.	Pvt.	Flatonja, Fayette Co., Texas	Battery D.
Napert, Emile	Pvt.	6 First St., Berlin, N. H.	Battery E.
Neschim, Clarence W.	Cpl.	Spring Valley, Minn.	Hdqs.
Nestlen, Wm.	Pvt.	4911 7th Ave., Brooklyn, N. Y.	Battery D.
Norling, Emil	Pvt.	St. Maries, Idaho	Battery E.
Olsen, Clarence	Pvt.	St. Ansger, Iowa	Battery C.
Onsager, Gussie	Pvt.	Waukon, Iowa	Battery E.
Otto, Raymond C.	Pvt.	416 E. 8th St., Muscatine, Iowa	Battery A.
Palasch, Alex	Pvt.	1585 St. Marks Ave., Brooklyn, N. Y.	Battery F.
Pappas, Wm.	Pvt.	265 Main St., Poughkeepsie, N. Y.	Battery D.
Parker, H. H.	Pvt.	Dixie, Okla.	Battery F.
Parr, Garrett	Pvt.	Stephenville, Texas	Hdqs.
Parrett, John R.	Pvt.	Huntington, Mass.	Battery D.
Paz, Evaristo	Pvt.	602 Dolorosa, San Antonio, Texas.	Hdqs.
Peace, Philip E.	Pvt.	Paolie, Pa.	Battery A.
Peterson, John	Pvt.	Leadora, Idaho	Battery A.
Petraglia, Johnson	Pvt.	2248 First Ave., N. Y. C.	Battery B.
Phillips, John	Pvt.	327 Pacific Ave., Willmar, Minn.	Battery F.
Pompa, Ramon	Pvt.	Lincoln St., Phoenix, Ariz.	Battery F.
Porter, Chas. M.	Pvt.	Hiad, Mont.	Hdqs.
Poveno, Jos.	Pvt.	R. R. Y. M. C. A., 2nd St., N. Y. C.	Battery F.
Princippi, Guiseppe	Pvt.	236 York Ave., New Brighton, S. I., N. Y.	Battery D.
Provensano, Luice	Pvt.	207 E. 105th St., N. Y. C.	Battery F.
Ramsey, Benton	Pvt.	Beaver Springs, Texas	Battery C.
Reid, Samuel A.	Pvt.	Onslow, Iowa	Battery C.
Reinhart, John	Pvt.	434 Himrod St., Brooklyn, N. Y.	Battery F.
Reynolds, John H.	Pvt.	Cameron Mills, N. Y.	Battery C.
Reynolds, Leslie C.		Springtown, Texas	Battery D.
Rice, Jos. A.	Pvt.	New Orleans, La.	Battery B.
Richenau, Walter	Pvt.	Fredericksburg, Texas	Battery A.
Roddenberry, A. L.	Pvt.	Graham, Ga.	Battery D.
Robbenolt, J. A.	Pvt.	R. R. No. 2, Tracy, Minn.	Battery F.
Roberts, Ezra	Pvt.	R. F. D. No. 2, Morrisville, N. Y.	Battery A.
Roth, F. J.	Pvt.	265 Audubon Ave., N. Y. C.	Hdqs.
Russell, Mauritz	Pvt.	Cokato, Minn.	Battery F.
Salisbury, Orvie	Pvt.	Nephi City, Utah	Battery F.
Sapamaro, Frank	Pvt.	Meadowdale, Wash.	Battery E.
Schmidt, August	Pvt.	101 Boyd Ave., Jersey City, N. J.	Battery B.
Schulman, Morris	Pvt.	482 Bushwick Ave., Brooklyn, N. Y.	Battery E.
Schwalb, Emanuel	Pvt.	144 Nepperham Ave., Yonkers, N. Y.	Battery E.

Schwartz, Henry	.....Pvt.	.....32 Minerva St., Tonawanda, N. Y.	Battery D.
Sciutteri, Guiseppe	...Pvt.	.....Melville, N. J.	Battery F.
See, Frank W.	.....Pvt.	.....55 Division Ave., Brooklyn, N. Y.	Battery E.
Shapiro, Louis	.....Pvt.	.....1958 Bergen St., Brooklyn, N. Y.	Battery A.
Sherman, Robt.	.....Pvt.	.....24 Bradley St., New Britain, Conn.	Hdqs.
Shoffner, Roy B.	.....Pvt.	.....257 Montford Ave., Ashville, N. C.	Battery B.
Smisek, Jos.	.....Pvt.	.....5901 Woodland Ave., Cleveland, O.	Battery E.
Smith, Spencer H.	.....	.....53 Washington Square, N. Y. C.	Battery F.
Stopher, Everett	.....Pvt.	.....Armour, So. Dak.	Battery E.
Stasulis, Leo	.....Pvt.	.....381 W. 4th St., S. Boston, Mass.	Battery F.
Stutzman, Blair	.....Pvt.	.....267 Front St., Binghamton, N. Y.	Battery F.
Symmes, Paul	.....Pvt.	.....Graniteville Rd., Westford, Mass.	Battery F.
Tansey, George	.....Pvt.	.....Richmondville, N. Y.	Battery D.
Temming, William A.	.....Pvt.	.....Concordia, Mo.	Battery B.
Trepkovitz, Vedoc	.....Pvt.	.....P. O. Box 222, Springdale, Pa.	Battery A.
Tsamopoulos, Con.	...Pvt.	.....282 St. Nicholas Ave., N. Y. C.	Battery C.
Turner, Chas. S.	.....Pvt.	.....Chula, Ga.	Hdqs.
Vacca, Cornino	.....Pvt.	.....Taconite, Iowa	Battery B.
Van Corbach, Wm. B.	.....Pvt.	.....Iveton, Iowa	Battery E.
Von Pless, Wm. S.	....Sgt.	.....170 Seneca St., Buffalo, N. Y.	Battery D.
Warner, Espie	.....Sgt.	.....Owingsville, Ky.	Battery B.
Weiss, Edward J.	.....Pvt.	.....304 Berwick, Easton, Pa.	Hdqs.
Weller, Foster J.	.....Pvt.	.....722 Dewald St., Canton, Ohio	Battery E.
Wilkenson, O. E.	.....H. shoer	.....Owasso, Okla.	Battery B.
Williams, William	.....Pvt.	.....Shady Springs, Raleigh Co., W. Va.	Battery B.
Willis, Geo.	.....Pvt.	.....R. F. D. No. 2, Hickox, Ga.	Battery C.
Wilson, John J.	.....Pvt.	.....Farnhamsville, Iowa	Battery E.
Wisnisky, Stanley	.....Pvt.	.....Mollenauer, Alleghany, Pa.	Battery E.
Witbey, Geo. W.	.....Pvt.	.....Ossian, N. Y.	Battery F.
Wolf, Albert	.....Pvt.	.....R. F. D. No. 3, Windon, Minn.	Battery A.
Worman, Oliver	.....Pvt.	.....R. F. D. No. 1, Dunbar, Pa.	Battery A.
Yates, Wm. T.	.....Pvt.	.....107 E. Mahony Ave., Mahony City, Pa.	Battery E.
Yoblonsky, Morris	...Pvt.	.....1781 Sterling Pl., Brooklyn, N. Y.	Battery F.
Zerbenobsky, Benny	..Pvt.	.....201 Siegel St., Brooklyn, N. Y.	Battery F.
Zettler, Harris	.....Pvt.	.....Rancon, Ga.	Hdqs.
Ziegler, John J.	.....Pvt.	.....99 Himrod St., Brooklyn, N. Y.	Battery F.
Zill, Zirkarno	.....Pvt.	.....181 Graham Ave., Brooklyn, N. Y.	Battery A.
Zimmerman, Wm. E.	.....Pvt.	.....29 Hume Ave., Medford, Mass.	Battery A.
Zipperer, Jos.	.....Pvt.	.....R. F. D. No. 1, Box 34, Marlow, Ga.	Battery F.

REGIMENTAL SONGS

CAMP UPTON

(Written in the early days, when the soldiers spent most of their time digging stumps to clear the ground for drill)

Camp Upton, you've got to hand it to us,
We're there, you bet your boots!
We have a band that toots!
We have a gun that shoots
Some shoots, boys!
We're going to have a drill-field maybe,
Nobody knows the day;
But we're the fiercest little bunch of brutes
That ever went into the woods and pulled the roots.
Camp Upton, you've got to hand it to us,
3-0-4 F. A!

—Attributed to Capt. J. A. Doyle.

THE PROPHYLACTIC NEEDLE

(Tune, In My Harem)

(Written when the recruits were being inoculated for typhoid and paratyphoid)

Oh, the Needle, the Needle, the prophylactic Needle!
And your arm don't have a minute
The Needle isn't in it.
Para-typhoid, Oi oi, typhoid!
Captain, I'm so seek!
All they do is punch me full
Of holes all through the week.

Oh, the Needle, the Needle, the prophylactic Needle!
Oh, I ought to be in bed,
But I have to work instead, the Captain
Tells me it's good for me!

—Attributed to Capt. J. A. Doyle.

THE DEAD HORSE BRIGADE

(Written on the Vesle front when the Band was busy burying dead horses. See page 120.)

(Tune, Chopin's Funeral March)

We are the men of the Dead Horse Brigade,
We are the men of the Dead Horse Brigade,
Glory Hallelujah! Glory Hallelujah!
We are the men of the Dead Horse Brigade.

Solo:

For we dig one horse's grave each day,
And we never get a cent more pay.
Let us hurry, let us not delay,
For we have to dig another in the morning.
We are the men, etc. (Repeat chorus.)

—Musician Oscar Stange:

MATÉRIEL

(Tune, When I Get You Alone To-night)

(Written when, on paper, tractor-drawn 4.7's had replaced the horse-drawn 3 inch guns)

When we get our matériel,
Then the horses can go to hell.
When we slip into high, how the old dust will fly—
Chug chug chug chug, watch us go by!

When we slip them our first big shell,
How those Germans will run and yell—
They will wish they were in heaven
When they hear our four point seven,
When we get our matériel.

Caterpillars will pull us through,
There is nothing they cannot do.
With a great many clanks we'll shoot by the tanks,
Chug chug chug chug, just watch the Yanks!
We will shoot up the bloody Hun
As it's never before been done—
All the Boche will hit the timber
When they see us first unlimber
With our brand new matériel.

WE'RE THE 304 F. A.

Some talk of the Regular Army
And some of the National Guard,
But we're the National Army,
And the best bet on the card.
And of all the snappy outfits
In the A. E. F. to-day,
There's the Trois Cent Quatre with the soixante quinze,
There's the 304 F. A.

—Attributed to Lieut. C. B. Welling.

THE MESS-KIT RAG

(Original tune)

"Come and get it, come and get it,"
That's the time when we all shine.

"Come and get it, come and get it,"
Then we all jump into line;
Then the cook with a look

Like a tin-horn sport,
Says, "No more seconds,

We're running short."
Then you turn around and yell,
"Take your meal and go to hell!"

NO SECONDS!
That's the Mess-Kit Rag.

—Musician Oscar Stange.

THE VESLE AND THE ARGONNE

(Tune, Lord Geoffrey Amherst)

The 304th Artillery that hails from old New York
Is a regiment that everybody knows;
For we started down at Upton in September 'seventeen,
And we lived through the Yaphank snows—
Yes, we lived through the Yaphank snows.
Then off across the ocean we were shipped with all our men,
And they were soldiers loyal and true,
And we shot up all the Huns that ever came within our sight,
And we looked around for more when we were through.

CHORUS:

Oh, the Vesle and the Argonne,
They were names known to fame in days of yore,
Now forever made glorious
By the fighting of the 3-0-4.

And now the war is over, for the Dutchmen had enough,
Yes, too much, if the truth be told,
Of our screaming high explosive and our shrapnel's deadly rain,
And the world knows they're laid out cold—
All the world knows they're laid out cold.
And for our gallant regiment, among the first to fight,
There is a big time coming some day,
When the ocean ferries get around to carrying us home,
And we sail past our Statue up the Bay.

—First verse and chorus by Chaplain J. M. Howard.

—Second verse by Lieut. H. Lillibridge.

REGIMENTAL HISTORY

Oh, first we went to Baccarat to learn to fight the Huns,
And all we did was eat and sleep, we never worked the guns.
The Germans never fought by night, they never fought by day—
A quiet place to learn to fight was up in Reherrey.

Chorus:

Home, boys, Home, it's home we ought to be,
Home, boys, home, in the Land of Liberty,
The Ash and the Oak and the Sour Apple Tree
They all grow together up in North Amerikee.

Oh, then we went to Farm des Dames across from old Bazoches,
And took up a position for to harass Henry Boche,
But Henry shelled us night and day and gassed us in between—
As hot a spot was Farm des Dames as any I have seen.

Then we went across the Vesle and up to Vauxcéré.
The doughboys tried to catch the Hun but he was on the way;
And when we settled in the town he ranged us to a dot,
And every time he wanted to he dropped one on the spot.

Then the Wops relieved us and we went out South by West,
We hiked from Fismes to Meneshould with never any rest;
We took up a position on a hill above Chalade,
With all the big and little guns the U. S. Army had.

Then we fought the Argonne from Hazrée to Grandpré,
And took in Abri Crochet and La Viergette on the way.
We showed the Hun some fighting and some brand new Yankee tricks,
Then we handed Heinie's number to an outfit from Camp Dix.

Then we all were granted leave and hit the trail for Nice,
But first we spent a week in Paris dodging the Police.
Then Pershing planned another push and called us to the line,
Because he knew without us he could never cross the Rhine.

We started with the usual push but soon were in a race—
The nags the Frogs had given us could never stand the pace;
So we parked the First Battalion in the city of Verpel,
And sent the dizzy Second on to give the Dutchmen Hell.

The Second started hell-for-leather riding over France;
They tried to catch the infantry but never had a chance.
McDougal got the section up and got it damn well hit,
And then the Boche decided it was time for them to quit.

We get a lot of rumors and we hear a lot of dope,
The Sergeant tells the Corporal when he has cause to hope.
And still we practice fighting and liaison in the mud,
And every rumor that we get turns out to be a dud.

And now the war is over and we'll soon be safe at home,
All sitting in Bustanoby's and blowing off the foam.
The Germans fought a dirty war and raised a lot of Hell,
But when they got the Yankee's goat then they were S. O. L.
—Lieut. C. B. Welling.

SOME DAY, BROADWAY

(Tune original)

Some day, Broadway,
When all of my troubles are through,
I'm coming back, gun baggage and pack,
To find repose in you.

Your lights so bright
A haven of rest they will be.
Though far 'cross the foam,
I'm coming home,
Some day, Broadway.
—Corporal Hagan, Battery F, in *Oh, Oh, Mademoiselle*.

CHLORINATION

(Written in billeting area when all water had to be chlorinated)
(Tune, Old Camp Meetin')

Did you ever see a captain chlorinate his water?
Oh, my my, hellelujah!
When the doctor's around he does it as he oughter,
Oh my my, hellelujah!
For the typhoid germ is hangin' round,
Szzz—szzz-szzz, whoo whoo!
In Atubepierre it can't be found
In good old 304.
Chlo-rin-ation!
Lister! Number One, Number Two, Number Three,
Para-typhoid!
Para para para para para-typhoid!
Bye and bye.

—Officers' Quartet.

I WANT TO GO HOME

(Written for the Officers' Mess in Aubepierre)

I want to go home, I want to go home!
The children and chickens get under your feet,
The cows they go roaming all over the street,
The mud is almost to your knees,
And the only bright spot is Louise.
I'm too young to drown in this hell of a town,
I want to go home!

—Capt. Huntington Lyman.

BATTERY A

Hello, hello, Battery A!
We're going back to New York town,
We came over here to fight with France,
And clean out the Argonne with our soixante quinze.
But now we're on the sailing list,
So line up your section for that last DISMISSED!
Good-by, France, we're on our way,
Hello, hello, Battery A!

—From the show, *Here and There*.

BATTERY B

Just see those Battery B boys,
Left right, left right,
Just watch them snap into it,
One two three four—
They fought right through the Vesle,
At no place did they fail,
And through the Argonne Wood
They stood
And fought like heroes.
They made the Kaiser goose step,
Eins Zwie Drei Vier,
And at the Meuse we gave them hell.
When we get home some day,
You'll hear the people say
The boys of Battery B are on parade.

—From B Battery's Minstrels.

BATTERY C

(Tune, So This Is Paris)

Battery C boys, Battery C boys—
We never had a chance to see Paree.
It was hike, hike, hike and fire a while,
Then make up your packs and hike another mile.
Battery C boys, Battery C boys—
We'll soon be going home across the sea.
Although we never had a chance to see Paree,
To have some fun and get a run in by some M. P.,
President Wilson heard our guns,¹
That's good enough for me!
Battery C boys, Battery C boys—
Oh, the Hoboken pier is where we want to be.

—Cpl. C. Beveridge.

¹ See page 223.



"Don't stop Saving Food; the war isn't over yet."—U. S. Food Adm.

CARMEL PINE CONE

The Year, \$1.50 ISSUED EVERY THURSDAY The Copy, 5 cents

Devoted to the interests of Carmel-by-the-Sea, Pebble Beach, Carmel Highlands, Carmel Valley

NOVEMBER 7, 1918

CARMEL-BY-THE-SEA, CAL.

VOL. IV, NUM. 40

Protect Your Bonds

Do not take the chance of losing them or of having them stolen. Rent a Safe Deposit Box. If you have valuable papers or jewelry, keep them in a Safe Deposit Box.



Bank of Monterey
Monterey Sav. Bank
Same BUILDING MANAGEMENT

Pine Needles

There were 153 Carmel subscribers to Fourth Liberty Loan Bonds, and the total amount taken was \$40,800. The largest individual subscriber took \$6500.

Tomorrow afternoon at 3 o'clock the Carmel Audubon Society will hold an open-air session at the home of Mrs. A. A. Kluegel, on Camino Real north.

There appears to be some confusion as to when taxes become delinquent. Municipal taxes become delinquent after the last Monday in December; county and state, after the first Monday in December.

Miss Alice Hopkins of Baltimore is the new owner of the Locan house, on the P. L. grounds just over the line from Carmel. She and her friend, Mrs. Taylor, are now occupying the place.

Mrs. Frances Montgomery, who will be remembered as taking part in a number of Western Drama Society productions here, is visiting Carmel for several weeks. For some months past she has been a member of groups of entertainers at army and navy camps and stations.

Miss H. F. Brewer is here from Oakland, occupying her cottage here for a brief visit.

Attorney Silas W. Mack, with Chaplain Bailey, were recent Carmel visitors, making plans for the United War Work drive.

H. W. Morse was here last week for a visit with his family, which will remain here another month before proceeding to their new home at Trona. Mr. Morse has purchased the late Kellogg lot overlooking the Carmel river.

Rev. W. G. White, who has been visiting his family here, will leave shortly for Bakersfield, to occupy temporarily the pulpit of the Presbyterian Church there. It is understood he has resigned his Santa Rosa pastorate.

The Hubbard family, who visit here often, are in Carmel again. They have taken one of the Clam-pett cottages.

"Reports of my death greatly exaggerated," a Mark Twain witticism might be applied to Dan Nolan, who writes from Oklahoma that he has almost recovered from his recent illness.

Miss Laura A. Cotton is down from the city to assist in the care of her mother, who has been quite ill for some time. They may go to San Francisco this week.

Van Wyck Brooks and family, who were first here six years ago, are again, probably to remain all winter. They are in the Stinson household.

Holders of First and Second 4 per cent Liberty Loan Bonds are advised that next Saturday, November 9, is the last day upon which these bonds may be converted into 4½'s. See your banker.

Artist Thomas Shrowabury Parkhurst, who has a studio at Carmel Highlands, is shortly to have an exhibition of his pictures at the Gump Gallery in San Francisco. About twenty canvases will be shown.

Mrs. Nandine De Vege, who up to short time ago resided here with her son and daughter, died last week in Oakland, a victim of influenza. The family came here from Los Angeles.

Roy Meadows of Carmel Valley was in town Monday. He reports his brother Harold in France—on the firing line.

Mrs. E. K. de Sabla, chairman of the Home Service Section of the Red Cross, has on hand a number of the booklets for drafted men, "Before You Go." They may be had on application.

Your duty: Buy Thrift Stamps

While You Are Regularly Employed

—and can save a little money every month, why not prepare for the inevitable 'rainy day' by having an account with the FIRST NATIONAL BANK?

All funds so invested now will become a safeguard against the uncertainty of the future

4 PER CENT PAID On Interest accounts

First National Bank

MONTEREY, CAL.
Under U. S. Government Supervision

Sugar Allowances for Home Use Increased

SAN FRANCISCO, November 1.—The sugar allowance for domestic use has been increased from two to three pounds per person per month, according to official information received today from Washington by Ralph P. Merritt, Federal Food Administrator for California. The official announcement from Washington says:

"The rapid manufacture of the new crop of beet sugar in the west, and the new crop of Louisiana cane sugar in the south, together with the freer railroad transportation conditions, the reductions we have made in the consumption of sugar in manufacture and the trades, and the patriotic conservation in the last 4 months enables us to increase the household allowance of sugar from two pounds per person per month to three pounds per person per month, with the same ratio to public eating places.

The change takes effect November 1. This makes good our promise to increase the household allowance of sugar at the earliest possible moment that our supplies would justify, and it makes it pos-

sible for the households more freely to use the apple, cranberry and grape fruit products, and to use the fruits canned during the summer without sugar.

"The regulations are also revised to the extent that any person may purchase his whole monthly allowance of sugar at one time if he so desires, that is, any family may purchase a month's supply for the entire family in one purchase from the retail trades."

In order that there may be no confusion in the minds of dealers Food Administrator Merritt tonight issued the following order:

"Retail grocers may sell sugar according to the new rule from Washington immediately, provided they keep a record for inspection which will indicate the name of the purchaser, the number of persons in the family and the date of sale. Retailers are assured by the Food Administration that they can within the next few days, secure additional certificates which will increase their allotment for November in accordance with the new policy of distribution."

Thanksgiving Soon

Cape Cod Cranberries
Citron, Orange and Lemon Peels
New Crop Walnuts
Fresh Sweet Cider
Gold Medal Butter
Old Homestead Bread
Marmalade
Conserves
Jam

at LEIDIG'S

THE TRENCHES CALL TO CARMEL

THE UNITED WAR WORK CAMPAIGN has begun in Carmel. Our quota is \$1500.

The name United War Work is a new one. The average man wants to know why he is giving his money, and to what end.

The committee in charge of the Carmel drive takes this opportunity to explain its purposes and necessity. It may be our one chance of reaching you, and we ask you to read this thoughtfully.

United War Work is a name given by the United States Government. It includes the following organizations: Y.M.C.A., Y.W.C.A., Knights of Columbus, Jewish Welfare Board, Salvation Army, War Camp Community Service, American Library Association.

Formerly these organizations solicited independently. Our government requested them to band together to prevent waste in soliciting, and for other good reasons. The \$250,000,000 to be raised in America will be divided pro rata among them.

This is the meaning of the United War Work Campaign.

Now what do these organizations do? What ends will your money serve when you have contributed?

Attachment #1

They bring a bit of home to the boys Over There. They look out for their moral, mental and physical welfare.

This is a new departure in war. America really introduced it on an extensive scale. It is one of the things of which Americans may be proud.

From the time he leaves his home, every foot of the way to No Man's Land and back again, the American soldier has some member of one or another of these organizations near at hand—to buck him up, to give him decent man-to-man advice, to help him in his business affairs, to furnish him amusement when amusement means as much as water in the desert, to slip him cigarettes, chocolate, coffee and doughnuts under fire when he's been without food for twenty-four hours, to search for him if he is among the missing, to write his letters if he is wounded, to furnish the paper he writes home on, and a warm room to write in, to give him the company of American girls behind the lines, to furnish him wholesome diversions on leave, to bring him spiritual comfort, to help him pursue his education while away from home.

All these and a hundred other things. They are done well, too. So well that these organizations have notably increased the morale of the American army, according to General Pershing himself. So well, that everyone admits they have tremendously helped our soldiers and sailors in maintaining a world's record as gentlemen while making a world's record as fighters.

That's part of the things your money will help to do. It is work that must continue after peace, until the last young fellow is back home.

Our quota, we repeat, has been set at \$1500. That means everyone must contribute, and some must contribute very liberally, if Carmel is to do its allotted part.

Carmel has always gone beyond the mark in past drives—way beyond. We can't let that record be spoiled now.

Contributions may be mailed or handed to any member of the committee or to the "Pine Cone" office.

F. R. Bechdolt, Chairman
C. H. Luther
T. B. Reardon
W. L. Oversteet
Committee

Some Experiences of a New "Y" Man in France

Perry Newberry Writes Interesting Account of His Work and Observations

SECOND ARTICLE

In the midst of my first battle. Right behind me, as I lie on my blankets, are batteries of 155's that positively shake the earth. We moved the echelon—our supply company and the battery ration and munition trains—up to the front this morning and we are on the edge of a desert of toin, dead trees, rusted wire entanglements, deserted trenches and weeds, weeds, weeds.

Off to the southwest, as far as ear can hear, is the roar, grumble and rumble of cannon. The Fritzies are retreating and our guns, pointing their noses up into the air, shoot over us. Now and then the rattle of machine-gun is heard, quickly silenced by our infantry. Overhead fly airplanes, our own or the French, in vast number.

Three days ago this battle began. I went up to the batteries that night with chaplain, and he left me in the first battalion hospital, a dug-out, while he went on to the second battalion. I was to help with the wounded. A lieutenant was in charge of the hospital, while a very young, very handsome, captain used a corner of the dug out for his table. Here he figured his ranges and elevations for the barrage, which should start at 9:30 a.m. Here he answered the phone, giving orders thru it and by his orderlies. The batteries, silent yet, were a few hundred yards away to right and left.

We had seen them as we walked up to the front in the late afternoon, all thru the woods, miles of guns in three rows, the 75's ahead, the 155's behind, then the great 6-, 8- and 10-inch Howitzers and army and navy siege guns. They were placed as close together as it was possible to work them, right in among the great beech trees and cottonwoods of forested hills. The trees before the guns were notched and sawed nearly thru, so they might be felled in a moment or fall at the concussion of the guns, clearing a way for the projectiles. They could not be felled sooner as it would reveal our preparations to the enemy.

The battle was to begin by barrage at 2:30, but the Germans, either suspecting something or perhaps just butting in, began sending gas shells over about midnight.

"Gas masks!" cried the captain, as a pungent odor hit my nose, and I held my breath until my mask was on and adjusted. Then the Claxton horn gave the signal outside the dug-out. The doctor-lieutenant began burning paper close to the floor. The telephone buzzed. The captain yanked off his mask to answer it. I followed suit, replacing mine promptly,

for my eyes began to burn and my throat to contract. The captain snapped out short replies and replaced his mask. We burned more paper and finally the captain, testing, said "All right now."

A sergeant came in. "They are sending in shrapnel!" he reported.

"No more gas?" asked the captain.

"Seems not."

"Good!" He gave some instructions to the sergeant, then went to his tables of ranges and windage. His first lieutenant checked up the figures as the captain made them. The doctor dozed on a stretcher in the corner. I sat on a bedding roll.

It neared 2:30. I had set my Ingersol watch when the captain synchronized the sergeants' watches. As the moment approached, I expected excitement in the dug-out—a hustling of orderlies, a tenseness in the officers' faces and voices. Instead, the captain mumbled "Four-fifteen to four-twenty, twenty-seven hundred, four and a half mills, twenty-three," and "Check," said his lieutenant.

"2:29, captain," I interrupted. He glanced at his wrist watch.

"Twenty-nine fifteen" he corrected, and went on with his figures. Abashed, I watched my Ingersol second hand tick off forty-five swift clicks, then "Crang, Crang, Crang, Crang!" four shots almost simultaneous close before the door, and a din of hundreds farther away. Three shots a minute per gun for the first ten minutes, I had heard the captain say. Now he only glanced at his wrist, smiling sweetly at his lieutenant, as his orders were being executed.

Mingling with the deafening clamor of the guns was another sound, so different that it pierced thru. It was the Claxton signal.

"Masks!" cried the captain, and shook the doctor awake. I held the canvas door of the dug-out closed against the waves of gas with my foot, while I achieved a six-second adjustment of my mask.

A sergeant, mask on, pushed thru the door. "Gas bad," he shouted. "Masked on?" asked the captain. "Some of them wont," replied the sergeant. The captain swore and went out.

(Here follows some incidents too painful for publication.)

but the captain had taken off his mask and I followed his example. The air was full of chlorine, but my eyes did not burn. I followed the captain out of the dug-out, to find that day had dawned.

"All going out and nothing com-

ing in" smiled the captain, referring to the continuous reverberations of the big guns.

"Where are the Fritzies?" I shouted.

"Silenced—retreating, if we have left them horses enough. Come on to breakfast."

We first went up to the guns, to find them working easily now, only two shots to the minute, with five minutes rest every quarter hour. Then we went to the camp kitchen where we were joined by the lieutenant. Beefsteak, bread, syrup and coffee for this meal; also jokes and laughs over the Fritzle "dud" that failed to explode in the midst of ten frightened boys; the gas-shell that went into the telegraph dug-out and scattered the men out of the door and windows and the piece of shrapnel, which cut down the captain's tent, abandoned the previous evening for the dug-out, and made kindling of their valued dining table. No word of casualties or unhappi-

ness—all jokes and laughter at the Fritzies.

We placed the wounded in an ambulance and I went with them to the field hospital. That afternoon while I was at Y.M.C.A. headquarters the town was shelled and five minutes after I left the Y hut was struck and the secretary with whom I was talking was wounded. As I walked back to camp I saw an observation balloon struck and burned by anti-aircraft fire.

Several days later.

I spent last night at the front with the batteries, and fired my first shot for the cause of democracy. I pulled the lanyard for three shots of one of our guns. I hope the three shots landed where they will do the most good.

I am as well as a horse.

Attachment 61



**WESTINGHOUSE
MAZDA LAMPS**

Ben Leidig

**Hardware, Household Goods, Agent Florence
and Perfection Stoves, Hotpoint Appliances**

Headquarters for Hunting and Fishing outfits

RETREATING KULTUR LEAVES ITS MARK



This shows one of the thousands of French villages which have been smashed to dusty brick heaps by opposing artillery during German capture and occupation. Too often French gunners are under the necessity of sending shells into the houses where they have spent many years with their wives and babies.

Give! War Work Drive, Nov. 11-18

Cozy warmth

At the touch of a match—Perfection Oil Heater gives instant, cozy warmth.

Steady, comfortable heat for many hours on one filling with Pearl Oil, the ever-obtainable fuel.

No smoke or odor. Portable. Economical.

NEXT WEEK IS PERFECTION OIL HEATER WEEK

Call on your dealer and ask him about Perfection Oil Heater; its comfort, convenience and economy. See his special display.

**STANDARD OIL
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PERFECTION OIL HEATER

B. F. MINGES, Special Agent, Standard Oil Co., Monterey, Cal.

DEALERS

BEN LEIDIG
L. C. RYAN & SON
L. RUDOLPH
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PIERCE & TOWLE
HAYES & RICHESON
CLIMAX FURNITURE CO.
R. M. WRIGHT

T. A. WORK
THOS. COPE
HOLMAN'S DEPARTMENT
STORE

MILK MENUS

"Use all the milk", says the United States Food Administration. Milk is the cheapest animal food. Children must have it,—an adult may use it in place of meat.

Little Known of Shooting Stars.

Our knowledge of shooting stars extends into the oldest history of humanity, back into prehistoric times. Yet today no one knows exactly what a shooting star is, or from where it comes. An hypothesis proposed in 1873 and generally accepted today, is that meteorites are fragments broken from small planetary masses by volcanic explosions, brought about by a sudden expansion of gases, steam and probably hydrogen. The broken bits, after their separation, are believed to arrange themselves in swarms which cross the orbit of the earth in accordance with a definite law. Shooting stars, then, undoubtedly come from within our solar system and are broken bits of a world body destroyed by volcanic events. Many meteorites have been found in Arizona.—Popular Science Monthly.

J. E. BECK, M. D.

Office at Carmel-by-the-Sea Pharmacy, Carmel, Cal.

DR. L. L. PHELPS OSTEOPATHIC PHYSICIAN

Underwood Apts, Monterey
Regular hours, 10 to 12, 2 to 5
Others by appointment
Phone 179 J

For Sale or Rent

Large two-story home—Three bedrooms, servants' room, garage, workshop, library, large living room, dining room, kitchen, bathroom, extra toilet down stairs, large grounds, lawn, flowers, electric lights, private gas plant; furnished or unfurnished; close in. Inquire at Pine Cone office.

Organ For sale. Five-oct. A. B. Chase, in good condition. Inquire this office.

Your duty: Buy Thrift Stamps

For Information
As to Property
In and About
CARMEL
ADDITIONAL
**Carmel
Development
Company**

For Sale HOTPOINT electric heater. Inquire at Pine Cone office.

Squashes (Hubbard Variety) — For sale at the Machado Farm, near the Mission. 15c., 25c.

We Are Going Out

of business, and to close out our entire stock of Furniture, I offer any article in the store at less than wholesale price. Get your share of this sale
Z. T. SPENCER
Monterey, opp. Postoffice

More Clothing Needed

Mrs. W. B. Canine invites attention to the following: Since the drive of September 23-30 an appeal has come from the Commission for Relief in Belgium for 20,000 tons of clothing. Every person and organization here is asked to help. It will take time. Begin now. Do not overlook a garment. Put them aside until called for to send overseas.

Schweninger's GROCERY

**Best Goods
Fresh Goods
Right Prices
Free Auto Delivery**

Day-light High and Low Tides at Carmel

	Low	Ft.	High	Ft.
Nov 7	5:55 a	3.4	11:16 a	5.4
8	6:44 a	3.5	11:54 a	5.3
9	7:40 a	3.5	12:42 p	5.0
10	8:53 a	3.4	1:48 p	4.7
11	10:13 a	3.0	3:21 p	4.5
12	11:28 a	2.4	5:04 p	4.3
13	12:38 p	1.6	6:31 p	4.3

Carmel Drug Store

Has a fine line of

Big Ben CLOCKS

Also Stationery, Toilet Articles, and Rubber Sundries

Columbia Graphophone and Records for Sale

Dove That Built Great City.

When mighty Amru went to conquer Egypt he camped on the east bank of the Nile opposite Memphis, that great 20-mile-long capital of mud bricks, whose western verge was the pyramids and whose mud brick houses have all vanished. Amru crushed the Egyptians and came back to get his camp to move over and occupy Memphis. A dove had built in the folds near the top of his tent. Blood-bathed Amru, the ruthless, would not let her be disturbed. A new city started about his tent. It grew northward along the Nile. It is today Cairo. Memphis is only a name.

CHURCH NOTICES

Christian Science Services

Sunday, 11 A.M.
Sunday School, 9:45 A.M.
Wednesday, 8 P.M.
Church Edifice—Monte Verde Street,
one block north of Ocean Avenue

All Saints Episcopal

SERVICES AT 8 A.M. AND 4 P.M.
EVERY SUNDAY EXCEPT SECOND
SUNDAY IN MONTH. WHEN ONE
SERVICE IS HELD AT 11 A.M.

Sunday School 10 A.M.

WALTER G. MOFFAT, Rector

Dramatic Classes

Garnet Holme will remain in Carmel for the rest of this year, and is engaged in forming classes for the study of dramatic art, stage production, and some of the lesser known Shakespearean plays. The classes are confined to three pupils in each, and meet at various hours to suit the convenience of the members.

Mr. Holme was the producer for the Forest Theatre here for the first few years of its existence, was for eight years dramatic coach at the University of California, and obtained his practical training with Sir Frank Benson at Stratford-on-Avon, under whose direction more than twenty-five Shakespearean plays were produced. At a later period Mr. Holme was stage manager for Sir Johnston Forbes Robertson in his Shakespearean tour through England.

All inquiries may be made at the Pine Cone office.

Data Wanted at Once

To the Residents of Carmelo Precinct:

The Committee on Community Honor Roll and Standard desires that those who have husband, sons, or daughters in service, to kindly furnish the name in full, date of entry, and branch of service—naval, marine, infantry, cavalry, artillery, aviation, engineering, hospital, Red Cross, Y.M.C.A., K. of C. It is essential that accurate data be obtained.

Address communication to Dr. C. A. McCollom, Carmel.

The Household Wood supply

PINE
Pitch
Kindling
Fireplace

OAK

Stove
Roots
Fireplace

Ed. Romandia
CARMEL

Lost something? Put an Ad in the Pine Cone.

Climax Furniture Co.

The Big Store in Monterey on Franklin Street

\$15,000 STOCK

OF EVERYTHING FOR THE HOME. IT'S THE ONLY PLACE TO BUY HOME THINGS. COME AND SEE US, ANYHOW.

Economy Satisfaction
GREEN TRADING STAMPS

Carmel Pine Cone

PUBLISHED WEEKLY

ESTABLISHED FEBRUARY, 1915
Entered as second-class matter February 10, 1915, at the post office at Carmel, California, under the Act of March 3, 1879.

W. L. OVERSTREET,
Editor and Publisher
PHONE 602 W 1

CARMEL-BY-THE-SEA, CAL.
NOV. 7, 1918

Official Paper of the City

WEEKLY GREETING

Freedom is to character what sunshine is to the flowers. — Carol Norton.

Lady in Carmel desires companionship of another lady at night. For an artistic or literary person this will prove an exceptional opportunity to occupy a comfortable and quiet room. For particulars address P.O. Box 214, Carmel.

"Private Secretary" Soon

Plans have been made for the presentation of the comedy, "The Private Secretary," under the auspices of the Arts and Crafts Club, in the near future. Garnet Holme will be the producer, and a number of the old time actors of Carmel. Rehearsals will be under way as soon as the influenza abates in nearby towns.

The Pine Cone has a well equipped job printing plant. Prices are fair.

Warning!

All dogs running at large in the Del Monte Forest will be shot. — Pac. Improvement Co.

Storage — Trunks, packed goods, suit cases, small articles. Inquire Pine Cone office.

Red Cross Notes

Thanks to the generosity and Red Cross spirit of the Americans, ten million Belgians will keep warm this winter with the clothing sent them. And this kindness will warm their hearts as well as their bodies.

The only contribution necessary in Red Cross membership is to look an American straight in the eye if he belongs.

In the shadow of Fuji Yama, the sacred mountain of Japan, a band of intrepid American women meets daily in a Buddhist temple to sew for the Red Cross.

There are eight thousand women in the United States working with their hands for the soldiers and refugees. They have made 221,000 articles of clothing and hospital supplies of a value of \$44,000,000.

The United War Work Campaign, November 11-18 is to raise funds for recreation and welfare purposes for our troops, and includes only the following seven organizations: Y.M. and Y.W. C.A., Knights of Columbus, War Camp Community Service, American Library Association, Jewish Welfare Board, and the Salvation Army. This drive should not be confused with the Red Cross, which is for relief, and will hold its drive in the spring.

These two drives are entirely separate, but of equal importance. Plan to help both.

The local Red Cross chapter has now on hand sufficient wool for 50 sweaters and 60 pairs of socks, to be finished by Jan. 31. Knitters, come and get it!

CARMEL REALTY CO.

HOUSES RENTED
PROPERTY SOLD
EXCHANGES MADE
INSURANCE

POINT LOBOS ABALONE

Delicious and Appetizing
Ask Your Grocer for It

CARMEL

By-the-Sea

ATTRACTIONS

Glass-bottom Boats.
Library and Readingroom
Fishing and Swimming in the Carmel River.
Public Tennis Court
Visit the historic Mission
Good Moving Picture show every Saturday evening.
Picnic at Pebble Beach, Point Lobos, Carmel Highlands.
Visit the Forest Theatre
Bowling Alley
Beautiful Walks, Drives

Latest Records, all makes, at Palace Drug Co., Monterey. Pianos for rent. adv.

Service Stamps to stick on your letters. These stamps may be used by those who have relatives in the Army or Navy. Book of 48 stamps 10c., at the Pine Cone office.

The Election

Carmel voted as follows on Tuesday:

Governor — Stephens, 150; Bell, 48; Rosen, 42.
Lieut. Gov. — Young, 127; Snyder, 59; Beals, 43.

Justice Supreme Court — Wilbur, 131; Lennon, 105; Lorrigan, 85.

Supt. Instruction — Wood, 108; Hyatt, 82.

Congress — Hersman, 134; Hayes, 92.

Justice of Peace — Mason, 114; Michaelis, 113.

Sheriff — Nesbitt, 132; Jeffrey, 81.

District Attorney — Baker, 108; Norris, 102.

AMENDMENTS

Rominger Bill: For, 126; against, 78.

Absent voters: For, 67; against, 83.

University of Cal.: For, 130; against, 32.


Taxation Exemption: For, 50; against, 111.

Single Tax: For, 67; against, 121.

Health Insurance: For, 55; against, 126.

Prohib'n: For, 105; against, 88.

Dentistry: For, 59; against, 117.



What shall he carry to Your Boy tonight—out there in No-Man's Land?

Attachment 61

OUT in the open, across the border of No-Man's Land, the Soldiers of Cheer are going tonight. In their packs they are carrying the comforts which your fighter wants. In their hearts they are carrying a message of cheer and hope.

To the most advanced positions they are crawling with those little things which loom up big in France—their bars of chocolate, their cigarettes, their rolls of cookies and cans of fruit. Yes, and sometimes, letters from home!

Under the very eyes of German snipers they are crossing open fields, dropping flat to the ground as each flare goes up, then creeping further forward.

Soon they will reach the gun-nests where a handful of fighters will whisper:—"Good for you, old boy! What would we do without you?"

Off in another sector an advance will begin at dawn. In the thick of it will be these men—perhaps of the Knights of Columbus or Y. M. C. A., perhaps the Jewish Welfare Board or Salvation Army.

Whatever uniform they wear, the hot chocolate which they serve tastes just warm and comforting. The cigarettes they light in their hands the wounded will as good first aid.

"These men feed smokes much more than what we give them," say the surgeons.

When daylight comes the wounded will be streaming back. The cigarettes and chocolate may be nearly gone—given away. But your money will replace them. Meanwhile these men will say:—"Put us to work!"

The surgeons will give them the arm-bands of the army's stretcher-bearers.

Then up beyond the front lines they will go, to bring back those too badly hit to walk.

Once, twice, three or four times they will make the trip before they too are hit.

Wherever there are fighters, the Soldiers of Cheer have their canteens, scores of them under shell fire.

Throughout the days they serve the crowd a mile or so behind the lines. At night they go forward, packs on their backs, to reach the men who occupy the outposts of civilization.

When the order comes to go over the top, they follow too. Wherever the troops go, there go these men who serve.

No wonder their names are in the casualty lists. No wonder they are cited. No wonder the fighters elect them honorary members of their outfits.

Keep the supplies coming! Help the Soldiers of Cheer to help your fighters! Give now—all together!

Why you should give twice as much as you ever gave before!

The need is for a sum 70% greater than any gift ever asked for since the world began. The Government has fixed this sum at \$170,500,000. By giving to these seven organizations all at once, the cost and effort of six additional campaigns is saved.

Unless Americans do give twice as much as ever before, our soldiers and sailors may not enjoy during 1919 their:

3600 Recreation Buildings	2500 Libraries supplying 5,000,000 books
1000 Miles of Movie Film	35 Hostess Houses
100 Leading Stage Stars	15,000 Big-brother "secretaries"
2000 Athletic Directors	Millions of dollars of home comforts

When you give double, you make sure that every fighter has the cheer and comforts of these seven organizations every step of the way from home to the front and back again. You provide him with a church, a theatre, a cheerful home, a store, a school, a club and an athletic field—and a knowledge that the folks back home are with him, heart and soul.

You have loaned your money to supply their physical needs. Now give to maintain the morale that is winning the war!

This page contributed by a group of Carmel citizens interested in Welfare Work

CARMEL POST 512 OF THE AMERICAN LEGION

P.O. BOX 512 CARMEL BY THE SEA, CA. 93921



Dear Mr. Dyar,

About the proposed inscription on the historic plaque for the WWI Veterans' Monument, the leadership of Post 512, and myself as Post Commander, wish to unequivocally confirm our support for the inclusive list of those who served in support of The Great War that was presented to you with our June 6, 2021 project application.

While I am not a historian, Ian Martin is. I believe that the research and documentation he has provided clearly shows the intent of the architect and the community, an inclusive Monument to all Armed Service members of WWI and the Carmelites that served in support of our troops and the larger war efforts.

The historic evidence he uncovered regarding the names of those who served in WWI, and how the Carmel community and its veterans of that generation chose to honor them, convinced us that this is the proper list of names for the proposed dedicatory plaque. We are proud that the founding veterans of Post 512 chose to be inclusive when honoring those who served and proud to continue that tradition.

We at American Legion Post 512 formally request that the HRB approve the list of names of Those Who Served in WWI as originally submitted.

v/r

Gerry Paratore
Commander, Post 512



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

**September 10, 2021
LATE CORRESPONDENCE**

TO: Historic Resources Board Commissioners

**SUBMITTED
BY:**

SUBJECT: Late Correspondence - Baber email

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

Late Correspondence - Baber email

HRB Team,

Please see below comments from Mr. Ernie Baber, a long time Carmel-by-the-Sea resident, Army Combat Veteran, and member of the American Legion Post 512 here in town.

His comments were made in response to a query by Post 512 on whether they felt that the plaque in question should include Veteran Names only or all Carmel residents who assisted with the war effort in WWI.

→Sent to you with permission from Mr. Baber.

From: Ernie Baber <(email address withheld)>

Date: August 25, 2021 at 8:52:59 AM PDT

To: anastasia g <(email address withheld)>

Subject: Re: WWI rededication and Plaque

I am in total agreement with Jordan Chroman's statement in the Pine Cone of Aug 20 page 6A that the WW1 monument plaque should have only veteran's names and not people connected with the Red Cross, YMCA, Knights of Columbus and other groups.

Logic would tell me that if these people were included why wouldn't the same be applicable for the WW2, Korean and Vietnam memorials.



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

**September 10, 2021
LATE CORRESPONDENCE**

TO: Historic Resources Board Commissioners

**SUBMITTED
BY:**

SUBJECT: Late Correspondence - McEldowney email

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

Late Correspondence - McEldowney email

Hi Chip,

I don't know who on the Historical review committee to address this letter to so hopefully you'll pass this on. Almost 20 years ago Ben Martino from Public Works asked me to take a look at the deteriorating monument. There were 20 stones I determined needed to be replaced. As I tried to get the stone from the quarry at the Fish Ranch political and environmental issues began to arise. I asked Mike Brown to assist me. After short time Mike LePage joined the team. Many years later Ian Martin appeared and helped with PR, fund raising and became the historian with the purpose of writing a book on the monument. Richard Kreitman arrived on the scene with the bell. When they arrived, the project took on a whole different agenda. Mike Brown and I were not included in any new plaque discussions or planning leading up to the Historical resource meeting. Obviously, we don't agree or approve it.

It is my opinion we restored the monument, we did our job. But in no way should we change history and add names and plaques to the memorialized vets who put their lives on the line that the monument salutes.....no one else.

If you feel the need to recognize Carmelites that helped the war effort, do it by proclamation and hang it in City Hall.

Thanks Chip

Brian McEldowney



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

**September 10, 2021
LATE CORRESPONDENCE**

TO: Historic Resources Board Commissioners

**SUBMITTED
BY:**

SUBJECT: Late Correspondence - Sue McCloud email

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

Late Correspondence - Sue McCloud

Brandon

I was contacted this afternoon re the Historic Board meeting this Friday and an agenda item re the WWI monument.

You may have seen my Aug 26 Letter in the Carmel Pine Cone:

"In answer to Mary Schley's article in the current Pine Cone "Should WWI Plaque Honor Only Veterans?" My answer is a resounding YES!

To quote from Sharon Lee Hale's book, " A Tribute to Yesterday", "The World War 1 Memorial Arch was designed by Charles Sumner Greene, who also supervised its construction as a gift to Carmel. The memorial was built in 1921 ...in place of the old Carmel watering trough...in commemoration of the 56 men who left Carmel to fight in the First World War". Greene's objective in his generous gift to the City is very clearly stated.

None of us 100 years later is in a position to modify Charles Sumner Greene's gift memorializing those 56 men--to do so would be to ignore their putting their lives on the line in World War 1--it is after all called a "Memorial Arch"!

Sue McCloud".

I added to the above with a second item re WWII which I have sent to all of Council and is also repeated below.

"The key point is that the Monument given to the City by resident and architect Charles Sumner Greene was his gift to the City. The City cannot not modify this gift and Mr. Greene is no longer alive.

I wish now to supplement the above with comments I made speaking for the Council and City at the 2009 Memorial Day service in Devendorf Park which expands on the above:

"This simple granite boulder pays tribute to the 20 men from Carmel-by-the -Sea who lost their lives in WWII. These men represented the RAF, Army Air Force, Marine Corps, Navy, Navy Air Corps and Merchant Marine. The American Flag flying proudly above, provides a constant reminder of the men, their sacrifice and the ever-present need for bravery and selflessness in times of national danger. One can imagine they felt protected and immune from the realities of the outside world in this bucolic and friendly village. But even before war broke out formally, many of these Carmel men realized where their duty lay and enlisted hoping to stave off war or to be there to defend us if war came.

The citizens of Carmel hold these lost servicemen in the highest love and respect for their heroism and selfless devotion to their country in its time of greatest crisis, The 20 families felt their loss then, and still today these men are missed by family and friends. Their stories are poignant and inspiring and although some remain elusive, their sacrifice is of no less consequence.

In 2000 an article in the Pine Cone told the story of a retired English Royal Air Force Flight Lieutenant, Ray Ravenscroft, who visited Carmel and was intrigued when he saw that the first Carmel serviceman killed, Gordon Bain, served in the RAF. On his return to England, Lt. Ravenscroft did further research into Bain. In his words, "Pilot Bain enlisted in the RAF in August 1941, some four months before Pearl Harbor. As an American citizen he did not have to join." This article was the inspiration to preserve the history of these men wherever possible.

The hope has been to lift the names of these men up from the dusty records of history and almost 65 years later to refresh them with the color of their lives, remember them among their family and friends, hear of their hopes and dreams, and honor their bravery and sacrifice with a sense of unbounded admiration and gratitude.

Two of those who died in WWII were veterans of WWI. Their dedication to country was exceptional. The majority, however, were in their twenties and teens. Carmel author Bechdolt's words touch us with the true spirit of the youth and dreams of these young men:

'And in the long run we will always find the greatest pride in remembering those who blossomed so quickly into the splendor of fighting manhood and remember them as they were when we saw them among us'."

The point here is we cannot undo the purpose of their service and subsequent sacrifice. Similarly the City cannot undo the gift of Charles Sumner Greene.

Sue McCloud
Mayor, 2000-2012"

**IN HONOR OF THOSE WHO SERVED OUR COUNTRY
AND
IN MEMORY OF THOSE WHO DIED IN THAT SERVICE
WE REDEDICATE THIS**

**WORLD WAR I MEMORIAL ARCH

NOVEMBER 11, 1921 - NOVEMBER 11, 2021
-----**

**AMERICAN LEGION POST 512
THE PEOPLE AND CITY OF CARMEL-BY-THE-SEA**

DESIGNED BY CARMEL ARCHITECT CHARLES SUMNER GREENE, THE CORNERSTONE FOR THIS WWI MONUMENT WAS LAID ARMISTICE DAY 1921 IN HONOR OF THE MEN AND WOMEN OF CARMEL WHO SERVED IN THE GREAT WAR AND WHO, REMARKABLY, ALL CAME HOME ALIVE. IT NOW HONORS ALL THOSE FROM THE CARMEL AREA WHO SERVED OUR COUNTRY AND IS A MEMORIAL TO ALL WHO DIED IN THAT SERVICE

ARMY

**ANTHONY, WALTER
BABCOCK, ROY
BEANE, GRACE
CAMPBELL, ARGYLL
COCHRAN, DONALD
CYRIL, ARTHUR
DE ANGULO, JAIME
DUVENECK, FRANCIS
EDMONDS, MARK
GLOTZBACH, LLOYD
HALE, DONALD L
HALL, RUSSELL
HATTON, FRANK D.
HORN, MILTON C
HITCHCOCK, HENRY L
JOSSELYN, LEWIS
JOSSELYN, WINSOR**

**KITCHEN, JAMES W
LACHMUND, HARRY
LACHMUND, OTTO
MEADOWS, ERNEST
MACHADO, DAVID
MACHADO, DAVID F.
MACHADO, JOHN S.
MACHADO, WILLIAM
NAREDO, THOMAS
NARVAEZ, LEON W.
NORTON, ROBERT A
OLIVER, DEWEY
STONEY, MARTEL
STONEY, ROBERT M.
WILSON, PHILIP, JR.
WOLTERS, AUGUST
WOLTER, DAVID P.**

**WOLTER, GUS
WOLTER, JULIUS
WOLTER, LOUIS F.**

NAVY

**ALBRIGHT, WALTER H.
BREMNER, LUDOVIC
DE VEGA, CHARLES
GILLETT, EUGENE C.
HAND, HERBERT C.
HATTON, HOWARD
JAMES, RAYMOND A
MAXWELL, WILLIAM L.
SCHWENINGER, E
SEARCH, FREDERICK P
MORROW, W. IRENE
WARD, LOUIS T**

AUXILIARY SERVICES

**CHERINGTON, REV. REED
HOWARD, JOHN GALEN
KETT, CHARLOTTE
MASON, JAMES R
HOPPER, JAMES
CRILEY, THEODORE
HILLIARD, JOHN N
JOSSELYN, TALBERT
NEWBERRY, PERRY
KELLOGG, CHARLOTTE
KELLOGG, VERNON L.
WILSON, PHILIP SR.**

REBUILT IN 1977 AFTER SEVERE DAMAGE FROM A CAR ACCIDENT. EXTENSIVELY RESTORED IN 2020. BELL CAST TO C. SUMNER GREENE'S ORIGINAL DESIGN AND INSTALLED FOR THE CITY OF CARMEL-BY-THE-SEA CENTENNIAL - OCTOBER 31, 2016.



CITY OF CARMEL-BY-THE-SEA APPEAL FORM

Appeals to a Board or Commission must be made by completing and submitting an Appeal Form with the City Clerk. Appeals shall be filed **within 10 calendar days following the date of action** and paying the required filing fee as established by City Council resolution.

Appeals to the City Council must be made by completing and submitting an Appeal Form with the City Clerk. Appeals shall be filed **within 10 working days following the date of action** and paying the required filing fee as established by City Council resolution.

Mike Brown, Sue McCloud, Brian McEldowney, Ken White

Name of Appellant

[Redacted]

Mailing Address of Appellant

[Redacted]

Phone Number

Email address

Send correspondence to the following party (if different than Appellant):

Name

Mailing Address

Phone Number

Email address

Historic Resources Board

Commission, Board, Official or Department whose action is being appealed

Physical location of property involved (street location or address): **Ocean Avenue at San Carlos**

Lot

Block

APN

Date of decision being appealed: **Sept 10, 1921**

Specific action or decision being appealed: _____

The determination of consistency with Secretary of Interior Standards

Grounds for appeal (attach additional pages if necessary): **see attached page**

Sue McCloud

Signature of Appellant

RECEIVED

SEP 23 2021

From Sharon Lee Hale's book, A Tribute to Yesterday" pg 99 "The World War 1 Memorial Arch was designed by Charles Sumner Greene, who also supervised its construction as a gift to Carmel...It was built in commemoration of the 56 men who left Carmel to fight in the First World War."

As reflected in the Pine Cone at the time, there was discussion of those "homebodies" who in various roles contributed to the War effort. Those names were placed on a plaque designed by Greene that hung in City Hall but has since disappeared. The point being that the focus at the time was on the 56 uniformed veterans. These two war roles were consciously divided between those 56 who joined the military services and returned as veterans of WWI, the Great War, and are memorialized by the arch and those others with various non-military organizations who were named on a plaque at City Hall. Thus those most familiar with the facts at the time established a distinct division of recognition. To change that now by a handful of people who have no direct knowledge of the events is a disservice to those who put on uniforms and placed their lives in jeopardy.

The inscription on the bell at the memorial states "In honor of those who served, in memory of those who died, we dedicate this centennial bell", the American Legion."

The plaque on the Memorial reads: "This memorial is dedicated to the men of Carmel who responded to their country's call during WWI. We salute them,the American Legion"

From the State Department of Parks and Recommendation "Primary Record" "Carmel's WWI memorial is significant under California Register criteria 1, in the area of history as a community expression of pride in and respect for the 56 Carmelites who served their country in the First World War"

The above citations make it clear that while there may well have been consideration of including the noncombatant names on the memorial, those directly involved at the time did not support that but made a separate display board designed by the same architect and hung it in pride of place in City Hall.

Thus, it would seem most appropriate and consistent with history to reconstruct the Greene designed board with the names of the non-combatants and place it in City Hall.



additional item for the packet on the WW1 appeal

Marnie R. Waffle <mwaffle@ci.carmel.ca.us>
To: Marnie Waffle <mwaffle@ci.carmel.ca.us>

Wed, Oct 20, 2021 at 10:26 AM

From: **Sue McCloud** <REDACTED>
Date: Tue, Oct 19, 2021 at 10:21 PM
Subject: additional item for the packet on the WW1 appeal
To: <bswanson@ci.carmel.ca.us>, <mwaffle@ci.carmel.ca.us>
Cc: <REDACTED>, <REDACTED>, <REDACTED>, <REDACTED>

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Addendum , dated October 4, 2021:

Pls note this subsequent addition from the Pine Cone of Nov 25, 1922 page 7 (Vol III, No. 42) referring to the "Soldiers Memorial Fountain" Fund:

"Memorial Fountain Fund Goes Over Top" "Twas then that the Pine Cone thrust itself into the breach and started the "Soldiers Memorial Thermometer," and we pledged ourselves to send it to the thousand mark. Today through its efforts we have ready to report a total of \$1135.67... Statement of motion picture benefit for the "Soldiers Memorial Fountain Fund."

Endorsed by former Carmel Mayors::

Charlotte Townsend 1982-1986

Ken White 1992-2000

Sue McCloud 2000-2012

Steve Dallas 2016-2018



Additional item for WWI appeal packet

Marnie R. Waffle <mwaffle@ci.carmel.ca.us>

Mon, Oct 25, 2021 at 3:21 PM

To: Marnie Waffle <mwaffle@ci.carmel.ca.us>

----- Forwarded message -----

From: Sue McCloud <REDACTED>

Date: Sat, Oct 23, 2021 at 12:47 AM

Subject: Additional item for WWI appeal packet

To: <bswanson@ci.carmel.ca.us>, <mwaffle@ci.carmel.ca.us>

Cc: <REDACTED>, <REDACTED>, <REDACTED>, <REDACTED>, <REDACTED>, <REDACTED>, <REDACTED>

"From Sharon Lee Hale's book, A Tribute to Yesterday" pg 99 "The World War 1 Memorial Arch was designed by Charles Sumner Greene, who also supervised its construction as a gift to Carmel...It was built in commemoration of the 56 men who left Carmel to fight in the First World War."

As reflected in the Pine Cone at the time, there was discussion of those "homebodies" who in various roles contributed to the War effort. Those names were placed on a plaque designed by Greene that hung in City Hall but has since disappeared. The point being that the focus at the time was on the 56 uniformed veterans. These two war roles were consciously divided between those 56 who joined the military services and returned as veterans of WWI, the Great War, and are memorialized by the arch and those others with various non-military organizations who were named on a plaque at City Hall. Thus those most familiar with the facts at the time established a distinct division of recognition. To change that now by a handful of people who have no direct knowledge of the events is a disservice to those who put on uniforms and placed their lives in jeopardy.

The inscription on the bell at the memorial states "In honor of those who served, in memory of those who died, we dedicate this centennial bell", the American Legion."

The plaque on the Memorial reads: "This memorial is dedicated to the men of Carmel who responded to their country's call during WWI. We salute them, the American Legion"

From the State Department of Parks and Recommendation "Primary Record" "Carmel's WWI memorial is significant under California Register criteria 1, in the area of history as a community expression of pride in and respect for the 56 Carmelites who served their country in the First World War"

The above citations make it clear that while there may well have been consideration of including the noncombatant names on the memorial, those directly involved at the time did not support that but made a separate display board designed by the same architect and hung it in pride of place in City Hall.

Thus, it would seem most appropriate and consistent with history to reconstruct the Greene designed board with the names of the non-combatants and place it in City Hall.

Addendum , dated October 4, 2021:

Pls note this subsequent addition from the Pine Cone of Nov 25, 1922 page 7 (Vol III, No. 42) referring to the "Soldiers Memorial Fountain" Fund:

"Memorial Fountain Fund Goes Over Top" "Twas then that the Pine Cone thrust itself into the breach and started the "Soldiers Memorial Thermometer," and we pledged ourselves to send it to the thousand mark. Today through its efforts we have ready to report a total of \$1135.67... Statement of motion picture benefit for the

"Soldiers Memorial Fountain Fund."

CARMEL POST 512 OF THE AMERICAN LEGION

P.O. BOX 512 CARMEL BY THE SEA, CA. 93921



Dear Mr. Dyar,

About the proposed inscription on the historic plaque for the WWI Veterans' Monument, the leadership of Post 512, and myself as Post Commander, wish to unequivocally confirm our support for the inclusive list of those who served in support of The Great War that was presented to you with our June 6, 2021 project application.

While I am not a historian, Ian Martin is. I believe that the research and documentation he has provided clearly shows the intent of the architect and the community, an inclusive Monument to all Armed Service members of WWI and the Carmelites that served in support of our troops and the larger war efforts.

The historic evidence he uncovered regarding the names of those who served in WWI, and how the Carmel community and its veterans of that generation chose to honor them, convinced us that this is the proper list of names for the proposed dedicatory plaque. We are proud that the founding veterans of Post 512 chose to be inclusive when honoring those who served and proud to continue that tradition.

We at American Legion Post 512 formally request that the HRB approve the list of names of Those Who Served in WWI as originally submitted.

v/r

Gerry Paratore
Commander, Post 512



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 2, 2021
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Marnie Waffle, AiCP, Senior Planner
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Consideration of a request to declare Exempt Surplus Right-of-Way and Vacating 1,103.15 square feet of Public Land across two legal lots located on the north side of 8th Avenue between Junipero and Mission.

RECOMMENDATION:

Consider a request from Thomas Fountain to declare exempt surplus right-of-way and vacate 1,103.15 square feet of public land on the north side of 8th Avenue between Junipero Avenue and Mission Street in the Residential and Limited Commercial (RC) District and provide direction to staff.

BACKGROUND/SUMMARY:

Executive Summary:

Mr. Thomas Fountain has requested the City consider abandonment of approximately 1,100 square feet of right-of-way along 8th Avenue in front of his two adjacent lots to facilitate development of two market-rate residential units. Pursuant to State Law, this request for abandonment must be considered by the local legislative body (i.e.: City Council). If Council is inclined to grant the request, staff would return at the next available hearing with a draft resolution for Council to consider along with any directed conditions or modifications for adoption. If the Council is not inclined to grant the request, this decision would be final.

Background/Project Description:

Mr. Thomas Fountain owns two parcels of land on 8th Avenue. The first parcel, which is located at the northwest corner of Junipero and 8th Avenues is 3,000 square feet in size and is developed with a single-family dwelling. The second parcel is a 2,000 square-foot vacant lot located two northwest of Junipero Avenue.

Mr. Fountain's existing single-family residence was constructed on the south property line, which sits at the top of a banked hillside approximately 8-10 feet above and directly adjacent to 8th Avenue. The public right-of-way provides the only open space on the south side of the home. This resulted in privacy impacts as people walked along the top of the bank just outside Mr. Fountain's window to traverse down 8th Avenue. To mitigate the privacy impacts, Mr. Fountain previously obtained approval from the City to install a fence in the public right-of-way, which provides 463.15 square feet of fenced-in open space along the side of his

residence and prevents pedestrian traffic on the north side of the street. On the south side of 8th Avenue, there is an improved dirt walk path that connects from Junipero Avenue down to Mission Street.

Mr. Fountain also owns the adjacent vacant lot directly to the west of his single-family home and, over the past five years, has sought to develop the property with two residential units. Due to the lot size, and based on the zoning (Residential and Limited Commercial), there are two options for development. The first option would be a mixed use project with one (1) single family residence and one (1) commercial space. The second option would be two (2) single family residences, however the Municipal Code would require that one of the units be deed restricted to be affordable. The applicant has stated that a project which includes one deed restricted affordable unit and one market rate unit is not economically viable, and therefore would not be a feasible project for him to undertake.

On June 16, 2021, Anthony Lombardo, representing Mr. Fountain, requested via email the official abandonment of the area in front of the two subject lots (Attachments 1 and 2). According to Mr. Lombardo's email, the abandonment is requested to serve two main purposes. First, to ensure the City does not revoke the privilege of having the fence and private open space at some point in the future. And second, given his desire to construct two (2) dwelling units, Mr. Fountain needs the abandonment of the 640 square feet of public right-of-way directly in front of the vacant parcel in order to conform to density requirements in City code and not have to deed restrict one of the units as affordable. This additional land would increase the total square footage of the vacant lot to an amount that would allow two (2) market rate single family dwelling units to be constructed.

The total amount of right-of-way requested to be abandoned between the two parcels is 1,103.15 square feet. Mr. Fountain asked Mr. Doug Steiny with Sotheby's International Realty to provide his professional opinion regarding the valuation of the proposed abandoned right-of-way. Mr. Steiny's analysis is included in a letter dated June 30, 2021 (Attachment 3). Based on this analysis, Mr. Steiny concluded that the value of the right-of-way is \$78 per square foot, or \$86,045.70. Mr. Fountain is offering this amount in exchange for the requested abandonment.

Analysis:

On March 7, 1902, a map of Carmel-By-The-Sea was filed in the records of Monterey County by Frank H. Powers, and the streets were offered to the public for public use upon acceptance by the local governing body. 8th Avenue is shown on the 1902 map as a 50-foot wide street. According to Table 1.3 in the General Plan Land Use and Community Character Element, there are approximately 178.3 acres of roads and public rights-of-way in the City. The General Plan discourages overbuilding city streets through excessive widening or unnecessary realignments that might make Carmel streets appear more broad, straight, or urban. Additionally, narrow roadways and roadside vegetation help slow traffic and, if appropriately designed, can make the City's streets safer for pedestrians. The 50-foot wide right-of-way along 8th Avenue between Junipero Avenue and Mission Street is an irregular, asphalt roadway between 18'-10" and 26'-1" wide. The south side of the street contains public parking, a dirt pathway, and public trees. The north side of the road includes a berm and maintains a natural, forested edge with public trees. There is currently no on-street parking on the north side of the street. If Council is inclined to grant the request for abandonment, staff would recommend including a requirement that a deed restriction be recoded to prevent future development in the abandoned right-of-way space, and that setbacks be maintained from the original property lines. This condition would help to keep the forested edge of the street in the future.

Regulatory Considerations:

Before the City can vacate the right-of-way, it must declare the land as surplus in accordance with the Surplus Land Act. Surplus land is defined as land owned in fee simple for which a local agency's governing body takes formal action at a regular public meeting declaring the land to be surplus and not necessary for a local agency's use. Land must be declared surplus or exempt surplus before taking action to dispose of it.

The property in question along the north side of 8th Avenue could qualify as exempt surplus land that is a former street, right of way, or easement conveyed to an owner of adjacent property. Streets and Highways Code Sections 8320-8325 of California Law set the general procedures for abandonment. Section 8320.2 states that a local legislative body of a local agency may initiate a proceeding to vacate public right-of-way upon "Upon a petition or request of an interested person". As previously mentioned, on June 16, 2021, Lombardo & Associates, on behalf of Thomas Fountain, submitted a request for the abandonment of right-of-way adjacent to Mr. Fountain's two properties on 8th Avenue (APN 010-087-019 and 010-087-020). This email initiated the action to bring this request to the City Council for consideration.

Notice of the hearing on a proposed vacation is required to be published for at least two successive weeks before the hearing in a local newspaper. Additionally, a minimum of three notices not more than 300 feet apart shall be posted along the line of the area to be vacated at least two weeks before the hearing. Notice of this hearing was published in the Carmel Pine Cone on September 17th, September 24th, and October 22nd. Additionally, staff posted three public notices on the north side of 8th Avenue.

If the City Council finds that the right-of-way area is unnecessary for present or prospective public use, and therefore is inclined to grant the request for abandonment, staff would return at a future meeting with a resolution for Council to consider adopting which would vacate the area and set conditions that must be satisfied prior to the recordation of the vacation. The City Clerk would then submit a certified copy of the vacation resolution to the Monterey County Recorder for recordation. Once recorded, the vacation would be complete.

If the City Council finds that the right-of-way is necessary for present or prospective public use, and therefore is not inclined to grant the request for abandonment, that decision would be final.

FISCAL IMPACT:

If the Council was inclined to grant this request, the City would receive payment from Mr. Thomas Fountain for the estimated value of the land to be abandoned in the amount of \$86,045.70, which would go into the General Fund.

PRIOR CITY COUNCIL ACTION:

The project was scheduled to be heard by the City Council on October 5th but was continued at the request of the applicant and no action was taken.

The City Council considered a right-of-way abandonment in exchange for a sidewalk on April 2, 2019, but no action was taken.

ATTACHMENTS:

Attachment 1 - Legal Description & Plat, Abandonment #1

Attachment 2 - Legal Description & Plat, Abandonment #2

Attachment 3 - Sotheby's International Realty Letter dated June 30, 2021



EXHIBIT "A"

RIGHT-OF-WAY ABANDONMENT #1

Certain real property, situate in the City of Carmel, County of Monterey, State of California, being a portion of and lying within the Right-of-Way of Eighth Avenue (a City Street, 50 feet wide) between Mission Street and Junipero Avenue, as said Right-of-Way and Streets are shown and so designated on that certain map filed in Volume 1 of Cities and Towns at Page 2, Monterey County Records, more particularly described as follows:

BEGINNING at the southeasterly corner of Block 89, as said Block is shown on said map, thence leaving the northerly Right-of-Way line of Eighth Avenue and running thence

- 1) S 1° 45' 00" E, 0.66 feet to the inside edge of the constructed sidewalk, a point of non-tangency; thence running southwesterly and westerly along said sidewalk inside edge
- 2) Southwesterly 5.16 feet along the arc of a circular curve to the left, the center which bears S 25° 14' 15" E, 10.00 feet distant, through a central angle of 29° 32' 43"; thence
- 3) S 35° 13' 02" W, 2.45 feet; thence
- 4) Southwesterly 8.12 feet along the arc of a circular curve to the right, the center which bears N 54° 46' 58" W, 10.00 feet distant, through a central angle of 46° 30' 23"; thence
- 5) S 81° 43' 26" W, 5.29 feet; thence
- 6) Westerly 22.83 feet along the arc of a circular curve to the right, the center which bears N 8° 16' 34" W, 295.75 feet distant, through a central angle of 4° 25' 21"; thence
- 7) S 86° 08' 47" W, 5.14 feet; thence
- 8) Westerly 1.58 feet along the arc of a circular curve to the right, the center which bears N 3° 51' 13" W, 295.75 feet distant, through a central angle of 0° 18' 23"; thence leaving said sidewalk inside edge and running
- 9) N 1° 45' 00" W, 12.25 feet to a point lying on said northerly Right-of-Way line of Eighth Avenue; thence running along said northerly Right-of-Way line
- 10) N 88° 15' 00" E, 47.06 feet to the **POINT OF BEGINNING**.

Said Right-of-Way Abandonment #1 containing 463.15 square feet, more or less.

All is shown on the **Legal Description Plat – Exhibit “B”** attached hereto and by this reference being a part hereof

END OF DESCRIPTION

This real property description has been prepared by
Me, or under my direction, in conformance with the
Professional Land Surveyor's Act.

Signature _____

Date 7/26/21





JUNIPERO AVENUE
(A 100' WIDE CITY STREET)

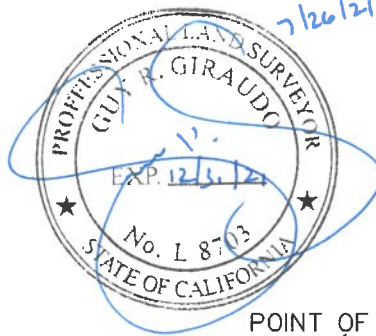
A.P.N. 010-087-019
(3,000 SQ.FT.)

(26 S 78)

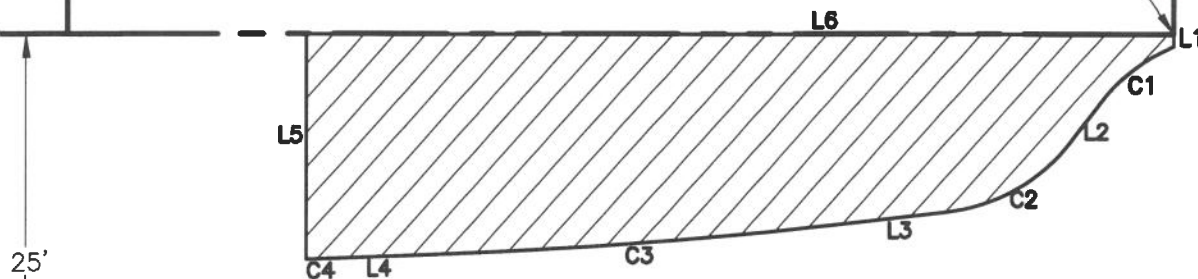
CURVE & LINE TABLES

CURVE #	DELTA	RADIUS	LENGTH
C1	29°32'43"	10.00'	5.16'
C2	46°30'23"	10.00'	8.12'
C3	4°25'21"	295.75'	22.83'
C4	0°18'23"	295.75'	1.58'

LINE #	BEARING	DISTANCE
L1	S 01°45'00" E	0.66'
L2	S 35°13'02" W	2.45'
L3	S 81°43'26" W	5.29'
L4	S 86°08'47" W	5.14'
L5	N 01°45'00" W	12.25'
L6	N 88°15'00" E	47.06'



POINT OF BEGINNING
(P.O.B.)
SE COR. BLOCK 89

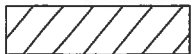


TO MISSION ST.

EIGHTH AVENUE

(A 50' WIDE CITY STREET)

STREET CENTER LINE



AREA OF RIGHT-OF-WAY ABANDONMENT # 1

PROPERTY BOUNDARY

EXHIBIT "B"**DESCRIPTION PLAT**

OF
RIGHT-OF-WAY ABANDONMENT
EIGHTH AVENUE

VOLUME 1 OF CITIES AND TOWNS AT PAGE 2
CITY OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA

FOR
MR. THOMAS FOUNTAIN

JOB NO. 1420-01

DATE: JULY 2021

SCALE: 1"=10'



LANDSET
ENGINEERS, INC.

520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com



EXHIBIT "A"

RIGHT-OF-WAY ABANDONMENT #2

Certain real property, situate in the City of Carmel, County of Monterey, State of California, being a portion of and lying within the Right-of-Way of Eighth Avenue (a City Street, 50 feet wide) between Mission Street and Junipero Avenue, as said Right-of-Way and Streets are shown and so designated on that certain map filed in Volume 1 of Cities and Towns at Page 2, Monterey County Records, more particularly described as follows:

BEGINNING at point lying on the northerly Right-of-Way line of Eighth Avenue, distant thereon S 88° 15' 00" W, 47.06 feet from the southeasterly corner of Block 89, as said Block is shown on said map, thence leaving said northerly Right-of-Way line of Eighth Avenue and running thence

- 1) S 1° 45' 00" E, 12.25 feet to the inside edge of the constructed sidewalk, a point of non-tangency; thence running westerly along said sidewalk inside edge
- 2) Westerly 23.26 feet along the arc of a circular curve to the right, the center which bears N 3° 32' 51" W, 295.75 feet distant, through a central angle of 4° 30' 19"; thence
- 3) N 89° 02' 32" W, 6.00 feet; thence
- 4) S 87° 38' 40" W, 23.70 feet; thence leaving said sidewalk inside edge and running
- 5) N 1° 45' 00" W, 12.04 feet to a point lying on said northerly Right-of-Way line of Eighth Avenue, distant thereon S 88° 15' 00" W, 100.00 feet from said southeasterly corner of Block 89; thence running along said northerly Right-of-Way line
- 6) N 88° 15' 00" E, 52.94 feet to the **POINT OF BEGINNING**.

Said Right-of-Way Abandonment #2 containing 640.00 square feet, more or less.

All is shown on the **Legal Description Plat – Exhibit "B"** attached hereto and by this reference being a part hereof

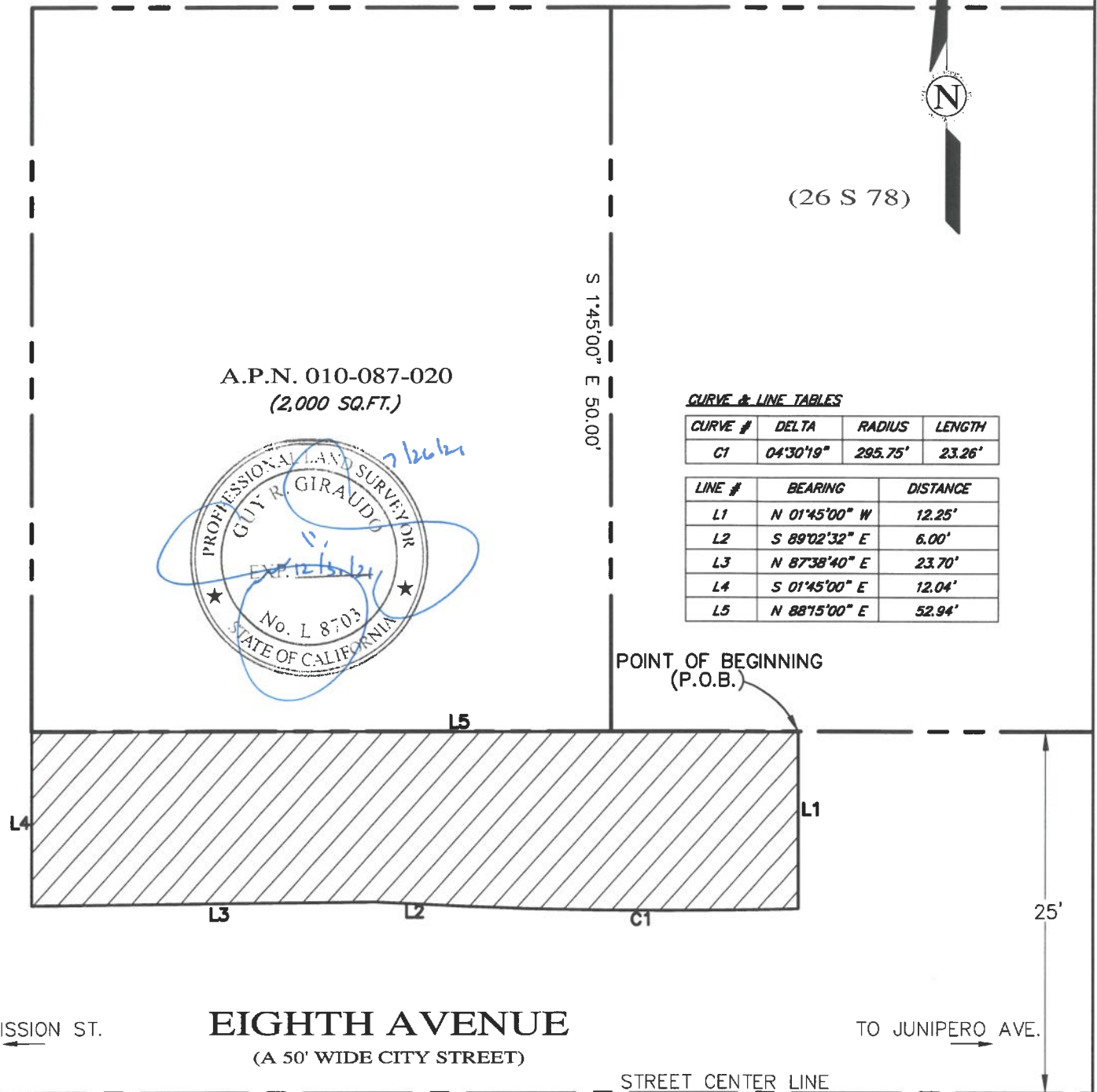
END OF DESCRIPTION

This real property description has been prepared by
Me, or under my direction, in conformance with the
Professional Land Surveyor's Act.

Signature _____

Date 7/26/21



**EXHIBIT "B"****DESCRIPTION PLAT**

OF
RIGHT-OF-WAY ABANDONMENT
EIGHTH AVENUE

VOLUME 1 OF CITIES AND TOWNS AT PAGE 2
CITY OF CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA

FOR
MR. THOMAS FOUNTAIN

JOB NO. 1420-01

DATE: JULY 2021

SCALE: 1"=10'



LANDSET
ENGINEERS, INC.

520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com

Sotheby's
INTERNATIONAL REALTY

June 30, 2021

3775 Via Nona Marie
Suite 100
Carmel, CA 93923
831.624.1566

Brandon Swanson
City Manager
City of Carmel
PO Box CC
Carmel-by-the-Sea, CA 93921

Re: 8th and Junipero

Dear Brandon:

Thomas Fountain, the owner of the property located at 8th and Junipero, asked me to provide my opinion regarding the valuation of the portion of the City's right of way that is proposed to be abandoned and added to Mr. Fountain's lot.

It is my understanding that the abandoned portion of the right of way will be restricted by the City so that Mr. Fountain and his successors in interest will not be able to build any new structures, additions to his home, or construction of any kind in that area, and that it will be retained in open space by the owner. It is my further understanding that the additional square footage added to the lot will not be able to be applied to the FAR/site coverage calculations for the lot.

To determine the value of the area to be abandoned, I identified two recent comparable sales of vacant lots located in the City limits:

- 1) Carpenter St. (APN 010-033-005) sold for \$650,000 on July 27, 2020. That lot is 4,000 square feet, which brings the price per square foot of this vacant lot comes out to about \$163.
- 2) 2nd Avenue (APN 010-021-022) sold for \$595,000 on February 20, 2019. That lot is 4,000 square feet which brings the price per square foot of that vacant lot to about \$149.

The average price per square foot for these comparables comes out to \$156.00. The major difference between these sales and the right-of-way to be abandoned is the obvious fact that the Carpenter and 2nd Avenue lots appear to be fully developable whereas the abandoned area will be restricted so that no development can occur there. Due to these restrictions, I estimate an approximate 50% reduction in the value of the area in question, for a valuation of about \$78/square foot.

The total area of the City's right of way to be abandoned and added to Mr. Fountain's lot is 1,103 square feet. Applying the valuation from the comparable sale on Carpenter (with the 50% reduction in value as described above), I would estimate the portion of the right of way to be abandoned to be worth approximately **\$86,034.00**.

Please let me know if you have any questions.

Sincerely,



Doug Steiny



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

November 2, 2021
ADJOURNMENT

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Ashlee Wright, Director, Libraries & Community Activities

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Correspondence Received

RECOMMENDATION:

BACKGROUND/SUMMARY:

The attached correspondence has been received in the City Clerk's Office since the City Council Meeting on October 5, 2021 and two hours prior to the November 2, 2021, City Council Meeting.

The correspondence has been distributed to the City Council and is available for viewing at City Hall.

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Correspondence Received #1
Correspondence Received #2



**Carmel-
by-the-Sea**

Attachment 1

Leslie Fenton <lsfenton@ci.carmel.ca.us>

Attached letter

1 message

ALLYSON KAVNER <akavner@gmail.com>
To: cityclerk@ci.carmel.ca.us

Tue, Oct 12, 2021 at 7:35 AM



Mayor:City Council .pdf
797K

Allyson Kavner

Camino Real 3 NW of 9th Avenue
P O Box 1355
Carmel, CA 93921

Please Distribute and Enter Into the Record

October 11, 2021

Mr. Mayor and City Council

% City Clerk

P O Box CC

Carmel-By-the-Sea, CA 93921

Dear Mayor and City Council,

I have just now received notice that Verizon has, as anticipated, filed an Appeal to the City Council with regard to the Planning Commission's denial of their requested permit to install a wireless facility atop an existing telephone pole located on Carmelo south of 8th Avenue. My husband and I are unequivocally opposed to this proposed installation for any number of reasons but primary among them is that it is directly and fully in our view shed. CMC Section 17.46.040.C states: "Wireless communications facilities, to every extent possible, should not be sited to create visual clutter or negatively affect important public or ***private views*** as determined by the Planning Commission." The Planning Commission unanimously spoke to this and other valid points in reaching their considered opinions in denying Verizon's use permit.

We previously submitted a photograph taken from our outdoor terrace showing the negative impact such installation would have on our ocean view and the enjoyment of our home. Not to mention the most certain devaluation—in the range of \$1-1.5M (see Canning letter attached)—to our real property that would result. This is an intolerable position to accept and we appeal to your sense of duty and obligation to uphold the Municipal Codes as written to protect public and private interests from a soulless, uncaring entity who would ask you to bend the rules in their favor despite the obvious

concerns of the citizenry of Carmel-By-The-Sea who prefer to keep the aesthetic beauty of our seaside village as it has been for decades. By the way, we are not averse to wireless technology, but facilities need to be done in a thoughtful, considerate fashion...not jammed down the throats of unsuspecting local authorities nor their constituents.

Sincerely yours,

Allyson Kavner

Attachments:



DocuSign Envelope ID: 171CB1E2-4F50-4B2D-9F4A-E05B676BDC01

Sotheby's
INTERNATIONAL REALTY

3775 Via Nona Marie
Suite 100
Carmel, CA 93923

Bob and Allyson,

You have asked me to opine about the potential value implications to your home on Camino Real beside the La Playa related to the proposed cell tower to be located on Carmelo between 8th and 9th which will be in the middle of your viewshed. Below please find several comments on this matter:

Having practiced real estate in Carmel and Pebble Beach for the past 35 years, one point has become dramatically clear: The single property feature having the greatest impact on value, is view. The presence and extent of water views can easily have a 25% impact on value. Exacerbating the impact in this case is the unnatural unsightliness of a cell tower. It's one thing to have a graceful tree in the view shed – quite another to have a mechanical apparatus clashing with the natural beauty.

Compounding the potential view devaluation impact is the broader national aversion to cell towers due to public fear of radiation. I expect that, whenever you would sell your home, the pool of potential buyers for your house will be dramatically diminished once they see the cell tower and understand the future potential for it to go higher and with larger antennas.

As applied to your property, my sense is the potential loss in value to your property due to this cell tower could be in the \$1-\$1.5 million range.

I encourage the Planning Commission of Carmel by the Sea to not approve this or any other cell towers in the Golden Rectangle. You have one of the most precious and delicate residential landscapes in the Country. Please continue to protect and preserve the beauty of Carmel.

If you or the City has any specific questions I can help further with, I'll be happy to help.

DocuSigned by:
Mike Canning
B22ED6F8C1C94D3...

Mike Canning

831.596.1171
mike@mikecanning.com
DRE# 01004964
CanningProperties.com

FOR THE BEST IN
PEBBLE BEACH
& CARMEL
**CANNING
PROPERTIES
GROUP**



Fwd: 5G

1 message

Chip Rerig <crerig@ci.carmel.ca.us>

Fri, Oct 15, 2021 at 8:22 AM

To: Ashlee Wright <awright@ci.carmel.ca.us>, Brandon Swanson <bswanson@ci.carmel.ca.us>, Leslie Fenton <lsfenton@ci.carmel.ca.us>

Please send to the entire CC. Thank you.

Take good care.

Chip Rerig, City Administrator
City of Carmel-by-the-Sea
831.620.2058

----- Forwarded message -----

From: **Niels Reimers** <nielsr@comcast.net>

Date: Thu, Oct 14, 2021 at 6:02 PM

Subject: Fwd: 5G

To: Chip Rerig <crerig@ci.carmel.ca.us>

Chip, the below message is for you and Dave. I don't have Dave's email address here (Cypress Ridge), so could you please forward to him?

Thank you!
Niels

Sent from the all new AOL app for iOS

On Thursday, October 14, 2021, 3:23 PM, Niels Reimers <nielsr@comcast.net> wrote:

Hi Dave and Chip,

I have been peripherally involved in the 5G antenna fuss, particularly because it reminded me of when we wouldn't allow rooftop antennas for TV in Carmel when I was in high school. We survived very well, as I have mentioned before. So I have looked further into what 5G will provide for ordinary citizens and thought to pass on what I have found. This include reviewing a special 5G section of yesterday's Wall Street Journal.

Basically it seems to be a technology that provides a slightly faster signal and applications for that faster signal are still in the future. Ask the Verizon person what will 5G provide an ordinary Carmel citizen cell phone or computer user today, not at some future time.

I am certainly not an expert but it appears the main driver for 5G is the bottom line of equipment makers such as Apple, cell transmission companies such as Verizon, and developers who will provide "upgraded" versions of present applications or new applications "requiring" 5G. For example, as your present cell phone works fine thanks to modern technology, there really is no need for you today to buy a new cell phone and Apple's bottom line falls unless Apple can offer something you must have like 5G.

The push for 5G is not just US equipment makers, cell transmission companies, and developers but their counterparts worldwide. The forecast seems to be that ALL communications in the future will come from the "cloud". To this amateur, that future seems very scary and fragile.

Attachment 1

Ask The Verizon person what will be the new monthly charge to a Carmel user for their 5G service. And will people still be able in the foreseeable future to communicate with cell phones and computers via 3G or 4G? And ask their opinion on the likelihood all citizens in the world will get all their future communications via the cloud?

Again, I am not an expert but I see no present need for 5G and we might as well wait to see if there arise "must have" 5G applications for the ordinary citizen in the future. You can pass this on if you choose.

Niels

Sent from my iPad



Verizon Cell Tower- Citizen 4g Field Test Videos

1 message

'Tasha Witt' via cityclerk <cityclerk@ci.carmel.ca.us>

Fri, Oct 15, 2021 at 4:54 PM

Reply-To: Tasha Witt <tashawitt@me.com>

To: dpotter@ci.carmel.ca.us, brichards@ci.carmel.ca.us, jbaron@ci.carmel.ca.us, kferlito@ci.carmel.ca.us, ctheis@ci.carmel.ca.us, cityclerk@ci.carmel.ca.us

Attachments available until Nov 14, 2021

Please watch citizen 4g field test videos and enter into the public record

Mayor and City Council Members,

We challenge Verizon's claim that there is a significant gap in coverage in South Carmel and that Verizon has not proven this claim. Carmel Municipal Code 12.08.06 states that the applicant must establish a need for the encroachment, and the encroachment shall not be contrary to the public interest. 360 signatures and letters were sent to the Planning Commission opposing the Verizon cell tower in this residential zone. We conducted citizen field tests at numerous sites in the area Verizon claims has a significant coverage gap and found the opposite is true. Our tests demonstrate there is good Verizon 4g coverage both indoors and outdoors with successful loud and clear phone calls and downloading of videos at multiple locations within the zone, whereas Verizon has not proven there is a significant gap.

[Click to Download](#)

Citizen Field Test. Existing 4g Coverage- South Carmel.mp4
937.5 MB

In addition, there are already 7 or soon to be existing Verizon cell towers in Carmel: two in Carmel-by-the-Sea proper (Doud Arcade and Sunset Center) and 5 just outside of city limits to the north, east and south.

Verizon also claims good 4g and 5g (4G LTE) throughout Carmel-by-the-Sea on their [Verizon.com](https://www.verizon.com) website. Here is a video on [Verizon.com](https://www.verizon.com)'s website also proving no significant coverage gap:

[Click to Download](#)

Verizon Website 4g Coverage-Carmel by-the-Sea.mp4
125.5 MB

Thank you for watching these videos made by residents of South Carmel,

Tasha Witt
Secretary, Stop Cell Towers In Carmel Neighborhoods



Fwd: Verizon Cell Tower on Carmelo near 9th

1 message

Brandon Swanson <bswanson@ci.carmel.ca.us>

Mon, Oct 18, 2021 at 8:33 AM

To: Leslie Fenton <lsfenton@ci.carmel.ca.us>, Ashlee Wright <awright@ci.carmel.ca.us>

Cc: Chip Rerig <crerig@ci.carmel.ca.us>, Maxine Gullo <mgullo@ci.carmel.ca.us>, "Pierik, Brian A." <BPierik@bwslaw.com>, "Marnie R. Waffle" <mwaffle@ci.carmel.ca.us>

Please forward along to the City Council and add to the public comments for the Verizon Appeal

Thank you

-Brandon

Brandon Swanson [he, him, his]
Director, Community Planning and Building
City of Carmel-by-the-Sea
(831) 620-2024



Please take our Customer Satisfaction Survey at:

<https://www.surveymonkey.com/r/3L9PWYB>

----- Forwarded message -----

From: **Cameron Wolfe, Jr.** <camwolfejr@gmail.com>

Date: Sun, Oct 17, 2021 at 5:37 PM

Subject: Verizon Cell Tower on Carmelo near 9th

To: Brandon Swanson <bswanson@ci.carmel.ca.us>

Dear Mr. Swanson, Please see that the following message is sent to the members of the City Council and that it becomes part of the record of the meeting where the Verizon appeal is considered.

Dear Council Members, I previously wrote to the Planning Commission expressing the opinion the proposal by Verizon to construct a cell tower on Carmelo near 9th be rejected. My wife and I were delighted by the action taken by the Planning Commission and are writing to urge you to uphold that denial.

We note that in its appeal, Verizon has asserted that a reason for its application is that there is a coverage gap for its service in that neighborhood. We believe that assertion may be false and urge you to require Verizon to submit verified information from local customers specifically claiming poor coverage in the area. Cameron has had Verizon cell phone service for more than 10 years, with several different cell phones during that period. Our home at San Antonio, 2 SE of 9th, is separated from the proposed location by only 2 or 3 houses. During that entire period Cameron has had excellent coverage from Verizon. During that period other phones using service from competing providers have had coverage issues, but never with Verizon service. We do not believe there is any Verizon coverage gap in the neighborhood.

We urge you not to accept unverified assertions of poor coverage as a justification for the proposed tower. All of the reasons the Planning Commission rejected the application are valid and should be accepted.

Thank you.

Fran and Cameron Wolfe, Jr.
San Antonio Ave., 2 SE of 9th Ave.

Attachment 1

Please enter into the record for the November 2, 2021 City Council meeting, agenda item: Verizon cell tower Carmelo Street.

Dear Mayor Potter, Mayor Pro-Tem Richards, and City Council members Theis, Baron, and Ferlito:

The Planning Commission should be commended for the fine job they did. Though they were under tremendous pressure (stating they felt “their backs are up against the wall”) to rubberstamp and approve the proposed Verizon cell tower on Carmelo Street, they stood firm and showed courage. The Planning Commissioners were thorough, informed, unwavering, and unanimous in their solid 5-0 decision to deny the proposal, backed by factual evidence of six clear, unambiguous, irrefutable, and unquestionable violations of city ordinances in the Carmel Municipal Code:

These are the complete six reasons for the denial of Verizon’s permit exactly as written in Planning Department Resolution No. 2021-052-PC. (The following text is taken directly from the report.)

Resolution No. 2021-052-PC
Page 2 of 4

Evidence for Denial:

- 1) CMC Section 17.12.020.H.5 states: *“No part of any antenna shall be higher than 24 feet.”* The project is in conflict with 17.12.020.H.5 in that, no part of any antenna shall be higher than 24

Resolution No. 2021-052-PC
Page 3 of 4

feet and the proposed 38.7” antenna would be located on top of a 46’-6” utility pole, well over the 24-foot maximum height limit.

- 2) CMC Section 17.46.020.A states: *“Wireless communications facilities shall be allowed within all zones except the R-1 district. Such facilities shall be discouraged in open space areas, areas of extraordinary scenic quality and in the R-4 district.”* The project is in conflict with 17.46.020.A in that, wireless communications facilities are “discouraged” in the R-4 district and the proposed project would be located on the east side of Carmelo Street between 8th and 9th

Avenues in the R-4 district. Other areas outside the R-1 and R-4 district are less than 0.5 miles from the proposed location, which appear within a technically feasible signal range and would not be discouraged by the Code, but the applicant has not evaluated alternatives in these commercial districts. Further support for the CMC's policy discouraging visibility from the front of properties is found in CMC Section 17.12.020.H.1, which prohibits antennas and supporting facilities in the front yard spaces between the property line and the portion of the main structure on the property closest to the property line.

- 3) CMC Section 17.46.040.A states: *"Site location and development of wireless communications facilities shall preserve the visual character and aesthetic values of the community. Facilities shall be integrated to the maximum extent feasible into the existing characteristics of the site and surrounding area."* The project is in conflict with 17.46.040.A in that, while the site location on the east side of Carmelo Street between 8th and 9th Avenues is technically in an R-4 district, it is an "island" surrounded by the R-1 district and single-family residences and directly across the street from single-family residences in the R-1 district. As such, the project is in a discouraged location and is inconsistent with the visual character and aesthetic values of the surrounding single-family residential community. Furthermore, the ground mounted equipment would not integrate to the maximum extent feasible into the existing characteristics of the public right-of-way or surrounding area which is primarily single-family residences.
- 4) CMC Section 17.46.040.C states: *"Wireless communications facilities, to every extent possible, should not be sited to create visual clutter or negatively affect important public or private views as determined by the Planning Commission."* The project is in conflict with 17.46.040.C in that, it would create visual clutter and negatively affects both important public and private views. Based on the written record submitted by the public and first-hand observations by the Planning Commissioners at the project site, the proposed extension would encroach into scenic ocean views from spaces within the La Playa Carmel Hotel and surrounding residences including those across the street. Moreover, the encroachment into these views would exceed the overall height limit permitted by the CMC.
- 5) CMC Section 17.46.040.C states: *"Wireless communications facilities are discouraged in the public right-of-way."* The project is in conflict with 17.46.040.C in that, it is proposed to be located in the public right-of-way where wireless communication facilities are discouraged.

Resolution No. 2021-052-PC

Page 4 of 4

- 6) CMC Section 17.46.050.E states: *"Support facilities (i.e., vaults, equipment rooms, utilities, and equipment enclosures) shall be constructed out of nonflammable, nonreflective materials. Support facilities that cannot be located within existing buildings or underground shall either be located out of public view or shall be enclosed in an architecturally compatible structure on private property."* The project is in conflict with 17.46.050.E in that, the ground mounted equipment would not be located out of public view, and as proposed with a redwood grape stake fence enclosure, would not be enclosed within a non-flammable, architecturally compatible structure on private property. Although some wooden structures appear in commercial portions of the City's public rights-of-way, no such structures exist in the vicinity of the proposed facility and none are as tall or bulky as the one proposed to house the ground equipment.

It is important and consequential to note that the Planning Department Resolution stated there are other locations (not R-1 or R-4) less than ½ mile from this one on Carmelo Street that are technically feasible and would not conflict with Carmel's zoning, yet Verizon has not chosen to evaluate or explore them.

Furthermore, Verizon already has seven constructed or soon-to-be-built cell towers within ½ mile or less from the Carmelo Street location to the north, east and south. Two of which are within city limits (Doud Arcade Building and Sunset Center) and the majority of the rest are in Monterey County, just outside of--sometimes mere feet away--from city limits (Carmel Woods, Carpenter Street, Hatton Road near Mission Trail Park, Carmel Point, and the Carmel Barnyard shopping center). That's seven Verizon cell tower sites for a town that covers one square mile!

In 2019, Verizon looked into the Carmelo Street location and deemed it "inadequate". Verizon has to stand behind that earlier determination. If they are now allowed to say it was made in error, what else have they stated that is also in error? Everything they have asserted can be challenged and questioned if they admit to making such fundamental errors of such magnitude. They can't have it both ways.

Furthermore, Verizon has not proven a genuine need for this cell tower. Their website indicates this region of Carmel has excellent 4G and LTE coverage. I am a longtime Verizon customer since the 1990s, and I have fine cell service, as do others in this area.

I ask you to please respect and honor the Planning Commission's unanimous decision to deny Verizon this permit. They did the right thing, and we ask you to do the right thing, too. Verizon's appeal of their decision is not based on factual evidence, but rather it is based on the implication of force: they are counting on the use of fear, emotion, scare-tactics, bullying, threatening, intimidation, and the specter of costly lawsuits, typical tactics employed by a large, global, telecom corporation against smaller opponents, in order to

get their way. That sort of bullying and intimidation has no place in your decision-making process. The Verizon appeal should be denied.

The planning commissioners, like you, the members of the city council, understand our community, live in it, and have a vested interest in its preservation, defending its ideals by the city's founding fathers, and respecting its residents and their concerns. Unlike Verizon, which is not part of the community, and views this residential neighborhood as just a point on a map for them in their never-ending, soulless greed and ruthless competition to put up cell towers anywhere and everywhere indiscriminately without any regard for aesthetics, visual character, and zoning requirements.

I also urge you to take notice of and heed the more than 400 postcards and letters that were written by residents of the community before the 9/29/21 Planning Commission meeting. Every single one of them was in opposition to this cell tower in a residential neighborhood. The community has spoken emphatically and it is overwhelmingly against this proposed cell tower in a beautiful, historic, scenic Carmel residential neighborhood.

As elected representatives, you are here to protect the village and its character. That is what the voters have entrusted you to do. You are stewards of this village, making sure you pass it along to future generations in as good a shape as possible, not in a worse shape. Allowing this cell tower in a residential neighborhood will fundamentally and irrevocably alter Carmel's unique and beloved aesthetic character in a negative and detrimental way.

We realize that you are in a difficult (and unenviable) position, just as the Planning Commissioners were, but they stood firm and resolute, and should be admired and commended for doing so. We now ask the same of you. Please deny Verizon's appeal and in doing so allow the Planning Commission's unanimous denial of the proposed Verizon cell tower on Carmelo Street to stand. Thank you.

A. Dramov



Verizon Cell Tower

1 message

Karl Gregorius <fkgregorius@gmail.com>
To: cityclerk@ci.carmel.ca.us

Wed, Oct 20, 2021 at 11:01 AM

Dear Ladies and Gentlemen :

(Please distribute this e-mail to the Mayor and City Council and enter it into the record.)

My wife and I are long term residents of Carmel-by-the-Sea. We now live here full time. We purchased our house here in 1988. We live here because of the history, charm, and ambience of this city. We love to walk the streets here. Each house within this beautiful city, including ours, has it's own special story. Our children were raised here. One of our sons returned here and now lives nearly. We lost another of our sons to cancer at age 33 and the city kindly allowed us to memorialize him on a bench near Scenic.

Please don't allow the building of a cell tower (and I'm sure other cell towers would follow) to disrupt the beauty of our unique community. If we can get along without mail boxes, house numbers, and street lights, we can get along without ugly cell towers.

Thank you, Tricia and Karl Gregorius

fkgregorius@gmail.com
triciagregorius@gmail.com



Verizon Cell Tower

1 message

Michael Wilson <wilmr@comcast.net>

Wed, Oct 20, 2021 at 4:05 PM

To: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Distribute to Mayor and City Council and enter into the record.

Unless there are remarkable changes to the application unanimously denied by the city Planning Commission, we would see no reason to overthrow their denial ruling.

Thanks,

Michael and Maryellen Wilson

2 SE San Carlos on 2nd Ave, Carmel-by-the-Sea, CA

831 620 0919

Sent from [Mail](#) for Windows



Distribute to Mayor and City Council and enter into the record our opinion concerning the proposed macro cell tower near the La Playa Hotel we describe in the email message below

1 message

James Ingle <jamescinglejr@gmail.com>

Wed, Oct 20, 2021 at 5:29 PM

To: cityclerk@ci.carmel.ca.us

To: the Mayor of Carmel-by-the-Sea and City Council:

We are totally opposed to the proposed Verizon macro cell tower proposed for the location near the La Playa Hotel and any potential cell towers that might be subsequently proposed for locations in the residential areas of Carmel-by-the-Sea.

James C. Ingle Jr and Fredricka A. Ingle, property owners in Carmel-by-the Sea, California

jamescinglejr@gmail.com



VERIZON CELL TOWER NO

1 message

rosiesfund via cityclerk <cityclerk@ci.carmel.ca.us>

Fri, Oct 22, 2021 at 10:11 PM

Reply-To: rosiesfund@aol.com

To: CITYCLERK@ci.carmel.ca.us

DISTRIBUTE TO MAYOR AND CITY COUNCIL AND ENTER INTO THE RECORD

NO NO NO We oppose the Trojan horse named Verizon and its ugliness in our town of Carmel by the Sea - which we have all striven to keep beautiful, sane and unique since its creation.

NO NO NO NO CELL TOWERS

I am against Verizon or any other carrier from invading our beautiful community with their ugliness.

Thank you,
The Hinckles



Verizon Cell Tower

1 message

Matthew61Ross <matthew61ross@gmail.com>
To: cityclerk@ci.carmel.ca.us
Cc: info@stopcelltowersincarmelneighborhoods.com

Sun, Oct 24, 2021 at 8:15 AM

Please DISTRIBUTE TO MAYOR AND CITY COUNCIL AND ENTER INTO THE RECORD

COUNCIL MEMBERS: Our house at the SW corner of Carmel and 9th is directly impacted by the location of the proposed Verizon tower. Absent a compelling case for why this tower has to be located at this specific location, deep into the residential heart of Carmel, we join in opposition to the tower.



Verizon Cell Tower

1 message

Nancy Strom <nancy94024@gmail.com>
To: cityclerk@ci.carmel.ca.us

Mon, Oct 25, 2021 at 3:09 PM

Please forward this to the Mayor and City Council and enter it into your records

I am writing to support your decision to refuse the placement of a Verizon cell phone tower (or any other cell phone tower) in the residential area near the La Playa Hotel.

My husband and I own a second home at the corner of Monte Verde and 9th, and can say without doubt that the cell phone reception at our home and in the area is already excellent. We walk to the beach frequently and never have a problem connecting. But even if we did, I still would not support a cell phone tower right here. They are ugly and they worry people.

Please keep up the good work and deny the tower.

Thank you!
Nancy Strom
650-906-5931



Verizon Cell Tower

1 message

Sandra Berris <sesberris@gmail.com>
To: cityclerk@ci.carmel.ca.us

Mon, Oct 25, 2021 at 5:49 PM

Please distribute this email to Mayor and City Council members and enter into the record:

Your vote should reflect the opinions of your constituents who have shouted a loud NO to Verizon's tower, whether high in the air unsightly or fenced obtrusively on the ground, as well as the unanimous NO from the Planning Commission. Please be smart and recognize the motives of Verizon that have no interest in the national reputation of our unique little town within a town. Tell Verizon to seek another solution to THEIR problem. We do not want their cell tower within our town.

Thank you,
Sandra Berris



Verizon Cell Tower

1 message

'Dody Jernstedt' via cityclerk <cityclerk@ci.carmel.ca.us>

Mon, Oct 25, 2021 at 6:26 PM

Reply-To: Dody Jernstedt <dodyalamo@aol.com>

To: cityclerk@ci.carmel.ca.us

Distribute to Mayor and City Council and enter into the record.

I am completely opposed to a Verizon Cell Tower in Carmel. It would be most unsightly.

Thank you,

Dorothy Jernstedt

Scenic Road, 4 houses SE of the 12th Ave post

Carmel, CA



Verizon Cell Tower

1 message

'N Collins' via cityclerk <cityclerk@ci.carmel.ca.us>

Mon, Oct 25, 2021 at 6:27 PM

Reply-To: N Collins <ncollins224@yahoo.com>

To: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Please distribute to the Mayor and City Council members and enter into the record.

I have been reading about the proposed cell tower to be located close to La Plays and wanted to let you know that I am very much opposed to it. Surely there has to be a better way to improve cell coverage in Carmel. When Verizon's request is denied, I am sure they will find an alternate solution. I believe that they are pursuing this one because it is the easiest and most cost effective for them.

Thank you, Nancy Collins



Form submission from: Contact us

1 message

Cheryl Assemi <info@ci.carmel.ca.us>

Tue, Oct 26, 2021 at 7:01 AM

Reply-To: classemi@comcast.net

To: cityclerk@ci.carmel.ca.us



10/26/2021 - 7:01am

City of Carmel »

WEBFORM SUBMISSION

Submitted by anonymous user: [73.231.221.158]

Your name:

Cheryl Assemi

Your e-mail:

classemi@comcast.net

Message:

Please direct my letter to council members. Thank you.

I have lived in Carmel since 2007 and run a business here since 2011.

Two items concern me that I believe are crucial to the safety of our town.

We need to have reliable cell service and this means keeping up with new technology. While I support 5G I hope a location for the tower can be found outside of our neighborhoods that can alleviate concerns.

I also believe it is unsafe not to have addresses. We need addresses for reliable deliveries and emergency services. While deliveries are an ongoing difficulty, I have also been on the street when officers stopped me to ask for help looking for a house they couldn't find.

Best regards,
Cheryl Assemi

Profile contacted:

[City Clerk](#)

[View results](#)

[Download results](#)

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You are receiving this e-mail because you signed up at our website: [City of Carmel](#). If you did not sign up, or you are receiving this message in error, please [contact us](#) so we can promptly resolve the problem.



Fw: Verizon Cell Tower

1 message

'cheri ann' via cityclerk <cityclerk@ci.carmel.ca.us>
Reply-To: cheri ann <carmelflowerstudio@yahoo.com>
To: cityclerk@ci.carmel.ca.us

Tue, Oct 26, 2021 at 8:54 AM

----- Forwarded Message -----

From: cheri ann <carmelflowerstudio@yahoo.com>
To: Cheri McCarty <carmelflowerstudio@yahoo.com>
Sent: Tuesday, October 26, 2021, 08:53:05 AM PDT
Subject: Verizon Cell Tower

Good Morning. Please distribute my letter to the Mayor and City Council, and enter it into the record.

I am a 44 year resident of Carmel by the Sea, and 100% support the Planning Commissions unanimous decision to deny the placement of a Verizon cell tower in our residential neighborhood. Verizon is a for profit company who wants to make money on the backs of our small town, taking advantage of an destroying the character of our village. Look what other large corporations such as VRBO and Air B&B have already done!

Not only will Carmel by the Sea suffer from the visual blight, but there is the possible health concerns which have not been addressed as well.

Once that tower goes up, it is there forever. Tell Verizon to look elsewhere to improve their service.

Respectfully submitted,
Cheri A. McCarty
P.O. Box 37
Carmel by the Sea, CA. 93921



Verizon tower

1 message

Karyl Hall <hallnelson@comcast.net>

Tue, Oct 26, 2021 at 7:06 PM

To: Dave Potter <dave@davepotterformayor.com>, Jeff Baron - Carmel City Council <jeff@carmel2018.com>, Bobby Richards <bobbyrichards6@gmail.com>, Karen Ferlito <kferlito@ci.carmel.ca.us>, Carrie Theis <edergarcia@sommaph.com.br>

Cc: cityclerk@ci.carmel.ca.us

Please place this letter in the record. Thank you.



ltr re Verizon.docx

19K

VILLAGE PRESERVATION COMMITTEE

To: City Council and Planning Commission members
From: Co-Chairs of the Village Preservation Committee
Re: Appeal by Verizon

Dear Carmel Mayor, City Council and Planning Commission members:

We would like to express our appreciation to the Planning Commission for voting unanimously to deny the request for a Verizon tower near the La Playa Hotel in Carmel by the Sea. There was a great deal of opposition to the project from neighbors in the area and residents at large. The Planning Commission listened!

We now hope that the Council will act accordingly and uphold the Planning Commission denial when the appeal hearing occurs, presumably at the December 7th Council meeting. Thank you for your service to our community, and for listening to our voices.

Sincerely,
Karyl Hall and Neal Kruse
Co-Chairs, Village Preservation Committee

10.27.21



Verizon Cell Tower

1 message

Brian Berris <baberris@gmail.com>
To: cityclerk@ci.carmel.ca.us

Tue, Oct 26, 2021 at 5:25 PM

Please distribute this email to the Mayor and City Council members and enter it into the record:

As a 15 year full time resident of Carmel, I know that virtually all of our community has good, if not excellent cell reception. To the contrary, Pebble Beach (PB) suffers terrible service, with many residents requiring in-home boosters to get a signal. Doesn't it seem odd that Verizon is not pressing PB to allow several 5G towers to be constructed around their forest? In fact, I am not aware that any cell towers have been constructed in PB. Doesn't it seem odd that Verizon wants to pick on Carmel, while the primary beneficiary would be the Pebble Beach Company and the residents of PB.

Do not sell out the future of Carmel for the sake of Verizon. You have been elected by the residents of Carmel to represent us. We have entrusted you with the future of our unique, wonderful community. It is clear to virtually all Carmel residents that we should deny the Verizon proposal to put a cell tower in the middle of our picturesque residential district. You must VOTE NO and turn down Verizon.

Thank you,
Brian Berris

It should be noted that the author of this article had trouble counting: The City Hall plaque referred to (see photo below), now lost, lists 61 names while the article itself names 57. Not 58 and not 56, a number that keeps getting repeated and for which we have no historical basis.

FRIDAY, JULY 2, 1943 THE CARMEL PINE CONE - CYMBAL PAGE THREE

The Carmel Pine Cone Cymbal

29th Year No. 27
FRIDAY, JULY 2, 1943
Published Every Friday at
Carmel-by-the-Sea, California
(Carmel, California, P. O.)
For the People of the Monterey Peninsula and Their
Friends Throughout the World
Year, \$2.00 Copy, 5c

Mayor Issues Emergency Order To Block Influx Of Fortune Tellers Here

Tank, Not Jeep

City Hall Honor Roll Reminds That Fifty-Eight Served in World War I, All Returned to Home in Carmel

Hanging inconspicuously on the east wall of the City Hall council room is a plaque singularly evocative at this time of Carmel a quarter of a century ago—old Carmel village mobilized to meet its first World War.

Penciled in by hand on cardboard, in a carved oak frame bearing the various insignia of service, surmounted by a flag and eagle emblem, handiwork of the late Charles Sumner Greene, appears the honorary list of 58 names (still apologetically subject to correction) of Carmel soldiers, sailors, nurses, Red Cross, Y.M.C.A. and K. C. workers in World War I.

Here are: Walter Anthony, army; Walter Albright, navy; Roy Babcock, army; Ludovic Bremner, navy; Roy Reed B. Cherington, army; Donald Cochran, army; Theodore Criley, Y.M.C.A.; Jaime de Angulo, army; Charles De Vega, navy; Francis Duveneck, army; Mark Edwards, army; Eugene C. Gillette, navy; Floyd Glotsbach, army; Herbert Hand, navy; Lester Donald Hale, army; Russell Hall, army; Frank D. Hatton, army; Howard Hatton, army; Milton C. Horn, army; Henry Hitchcock, army; John Galen Howard, A.R.C.; John Northern Hilliard, Y.M.C.A.; Lewis Josselyn, army; Winsor Josselyn, army; Weaver Kitchen, army; Otto Lachmund, army; Harry Lachmund, army; Ernest Meadows, army; David F. Machado, army; John S. Machado, army; William Machado, army; William L. Maxwell, navy; Tom Naredo, army; Leon W. Narvaez, army; Perry Newberry, Y.M.C.A.; Robert A. Norton, army; Dewey Oliver, army; Robert Stoney, army; Ernest Schweninger, navy; Frederick P. Search, navy; David P. Wolters, army; Gus Wolters, army; Julius Wolters, army; Luis F. Wolters, army; Philip Wilson, Jr., army; Louis T. Ward, navy; Grace Bean, army; W. Irene Morrow, navy; Charlotte Kett, A.R.C.; Vernon L. Kellogg, A.R.C.; Charlotte H. Kellogg, A.R.C.; Martel Stoney, army; Talbert Josselyn, Y.M.C.A.; James Hopper, war correspondent; Argyll Campbell, army; James Redfern Mason, K.C.; Arthur Cyril, army.

A study of this 1918 Honor Roll brings many questions to mind: Why was the list of names never completed? Why has the plaque itself remained in this deplorably unfinished state? What was the history of service of these men and women? And how were they identified in old Carmel life?

A search through Carmel council minute book unearths a single reference to this "standard for service stars." On August 6, 1918, in compliance with a nationwide request from Washington that cities prepare such record of their part in the war, the city trustees voted that a committee be formed under the chairmanship of Dr. C. A. McCollom. The December 5th issue of the Pine Cone fur-

(Continued on page 12)

PAGE TWELVE

**City Hall Role
Reminds That 58
Served in War**

(Continued from page 3)

nished the names of his committee: Mrs. E. K. de Sabla, Mrs. M. E. Hand, D. W. Gill and Rev. S. C. Thomas; together with their full and elaborate plans for collecting and recording all data regarding engagements participated in by Carmel's service men, as well as the preparation of a booklet commemorating the work of patriots on the home front. Unfortunately, no living member of the 1918 honor roll committee remains to tell how fully these plans were carried out.

The Pine Cone files during 1917 and '18 carry, however, many a reference to those departing soldiers and sailors, and an interesting glimpse of activities on the home front.

Ideas about the population of the community were as vague in those days as now, apparently, for on May 17, 1917, the Pine Cone editor, William Overstreet, proudly hazarded the guess that at least 25 men would be found here between the draft ages of 21 to 30. Four weeks later, when the registration officials—George F. Beardsley for the town of Carmel and William E. Martin, for Carmel Valley, conducted the first registration, 83 men appeared. To quote from the Pine Cone news story of that important day: "Each conscript, after registering, as he was leaving the City Hall, was met by a young lady who decorated his manly bosom with a red, white and blue badge, bearing the inscription, 'Registered.' These young ladies were on duty in 2 hour shifts for 14 hours." Among the registrants was one enemy alien.

In the meanwhile, preceding the draft call, Walter Anthony joined the Engineer Corps; Eugene Gillette, who had captained the Monterey high school cadets, entered the army; Lewis and Winsor Josselyn set out for Pasadena to enlist in the U. S. medical corps; Argyll Campbell "Passed a most successful military examination" and went into training at the Presidio in San Francisco; R. B. Cherington entered the Reserve Officers' Training camp in San Francisco, as did also Albert Van Houette; and Earl Warren entered the navy. All this amid loud complaints in the press that army and navy recruiters did not come to Carmel.

F. B. Duveneck, formerly an inventor with Westinghouse, joined the colors early in the summer, and Mrs. Alice Josselyn journeyed south to see Winsor and Lewis off in the Number 1 Ambulance Corps of Pasadena, to train in the Hospital Corps camp at Allentown, Pennsylvania.

In the first group of men drafted, in August, were Roy Babcock, John S. Machado and Ernest Meadows. In the same month, Argyll Campbell was recommended for a commission in the Judge Advocate General's office; R. B. Cherington was transferred to the Quartermaster's department, and made a second lieutenant. Then the elder Lachmund brother, Otto, joined the aviation corps at Princeton, N. J., the first recorded Carmel flyer, followed a week later by his brother Harry, while Jaime de Angulo entered the Medical Corps at American Lake, Henry Hitchcock and Roy Babcock were tendered a farewell banquet at the Monterey Fire House on the eve of their departure respectively for American Lake and Camp Lewis.

By the fall of 1917, Ludovic Bremner had joined the navy, Dewey Oliver and Luis Wolters had gone, and Perry Newberry had exhausted every other avenue of approach to service but the Y.M.C.A. One obstacle remained in that direction—the fact that he was not a church-goer, let alone a member. This obstacle he hurdled valiantly, taking out a membership, but insisting, in true Perry fashion, upon making a brief

speech on the occasion, setting forth his motives with blunt honesty.

By November 15 Jimmie Hopper was on his way to France as war correspondent for Collier's.

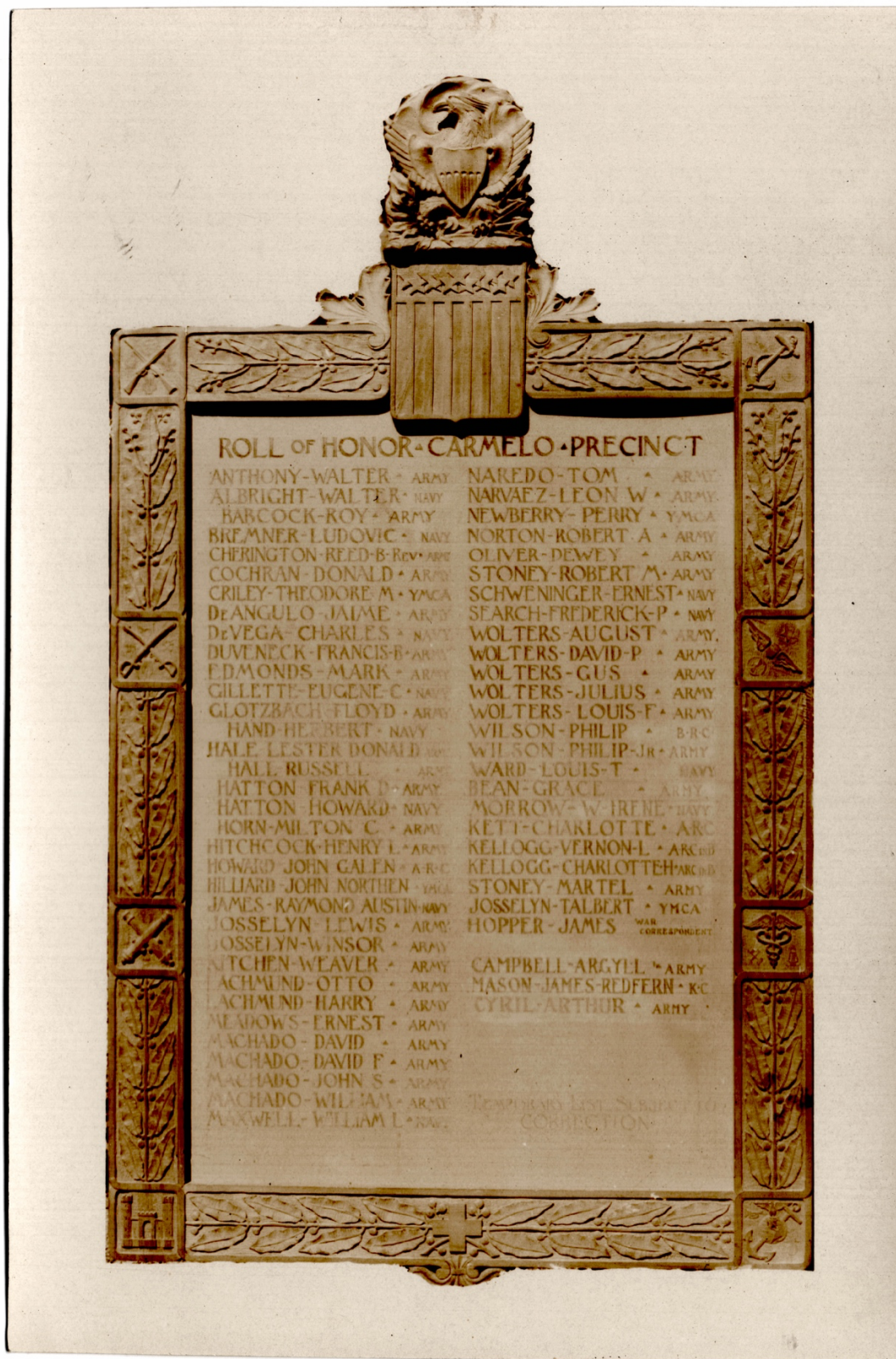
By the end of '17 we find Weaver Kitchen at Camp Mills, New York, and David, the fourth son of Luis Wolters to enlist, stationed at Mare Island with the Marines. Lewis and Winsor Josselyn were on their way to France; Ludovic Bremner was assigned to duty on "one of the new dreadnaughts," and Mrs. John Galen Howard was reading letters about her husband's work among the children of France. Donald Hale was in Washington with the U. S. Engineers, and Herbert Hand, crew member of the "Pittsburgh" convoying troopships from New Zealand to France, was writing letters home from an unidentified port in South America.

The Pine Cone of Jan. 17, 1918, tells of Billy Machado training for the army in Texas and reports Donald Hale transferred to Virginia. In the following month, Frederick P. Search joined the U. S. Naval Reserve and went to Mare Island as conductor of the Naval Reserve Orchestra. By Fall he had advanced to the rank of Bandmaster, and Eugene Gillette was a member of his band. In the meanwhile Ludovic Bremner had qualified as a radio operator, and was assigned to submarine duty. By spring, Milton Horn had enlisted in the Engineers; Tom Naredo, a Carmel school boy, had joined the U. S. Naval Reserve, along with Charles de Vega. Donald Hale and Waldo Guichard arrived in France late in March, and the following month Phil Wilson, Jr., entered the Coast Artillery. Both sons of Mrs. Mabel Gray Young were in the army.

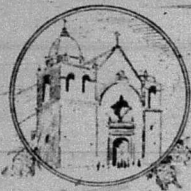
~~The elder, Harry, was commissioned a lieutenant in April, and his brother Otto was reported in the April 18 issue as enroute to a commission in Dallas, Texas. Walter Albright, son of Mrs. Gus Englund, had attained first class petty officer rank in the navy, and the two Josselyns, Weaver Kitchen and Donald Hale were now in France. In May, Herbert Hand was transferred to the cruiser "Raleigh," and Duveneck was in France. Talbert Josselyn was supervising farm boys in Massachusetts, and by the middle of September he had joined the Y.M.C.A.~~

Perry Newberry reached France about the same time, and began writing letters home descriptive of Y.M.C.A. work at the front, work for which Theodore Criley was then studying at Stanford. Ernest Schweninger and Leon Narvaez entered the U. S. Naval Reserve late in July, and were stationed at Mare Island. Bill Machado reached England in August, where he served with the Air Squadron. By late October Phil Wilson, Jr., Floyd Glutzbach, who formerly drove stage on the Peninsula, Harold Meadows and Cameron Waite, who went to school in Carmel and worked on the Pine Cone, were all in France. ~~The Clampett family had five stars in their service flag: three sons in France with the California Grizzlies and two in aviation.~~

John Northern Hilliard went to Russia with the Y.M.C.A., and Bob Norton is reported in the October 3rd issue as "passing with flying colors" his Student Army Training course at Stanford, later training for a commission at Camp Fremont. In the meanwhile Austin James was serving as a ship's draughtsman at the Bremerton Navy Yard, Puget Sound, and Ferdinand Bergdorff was training for a commission in the army.



Roll of Honor, frame carved by Charles Sumner Greene.
Photo by Lewis Josselyn. Greene and Greene Archive.



CARMEL PINE CONE

The year, \$2.00

ISSUED EVERY THURSDAY

The Copy, 5 cents



A NATIONAL PUBLICATION DEVOTED TO ART, LITERATURE, MUSIC AND THE DRAMA

NOVEMBER 10, 1921

CARMEL-BY-THE-SEA, CAL.

Vol. VII, No. 49

Highway Work Begins in Sixty Days

A stretch of the Carmel-San Simeon Highway twelve miles long, extending southward from Post's, will be under construction in sixty days. This is the probable result of a meeting at which the matter of rushing construction of the Coast road was taken up with Commissioner Whitmore last recently.

The Commission is ready to start work at once and the sixty days allowed by Whitmore are for completion of plans and office delays. The 12 mile stretch, which comprises some of the most difficult road building on the whole 95 miles of highway, will be 22 feet wide with an additional 5 feet at fills, making a total in some places of 27 feet.

Considerable work will have to be done on the road from Carmel by the Sea to Post's before the highway is opened to travel. The first ten miles southward are in fairly good shape, but from Nolley's Landing the road will be surveyed and perhaps the entire elevation changed. The last ten mile piece this side of Post's will have to be widened.

The committee which met with the Highway Commissioner Thursday expressed its desire to get some sort of road through in the shortest possible time.

Under Way Soon

The Country Club building is to be a reality within a short time. In a very few days work will be started, and as the contract calls for completion of the building within ten weeks, the club members may well plan for Christmas festivities in their new home.

The club has made application for a loan from the Palo Alto Mutual Building Association, forwarding the plans and specifications for the building which is proposed, and it is expected that it will take but a few days to make the final arrangements. An interesting fact in connection with this is that the bid of Mr. Parkes was but \$14 less than Mr. Murphy.

They Will Return

November 5, 1921

Dear Pine Cone: We are leaving for New York on the 5th. I'll send you our address there as soon as I know it myself. In the meantime will you please hold my copies of the Pine Cone and then send them all on at once? It may make my exile all the harder to know what is going on in this earthly paradise, but we've got the habit. With best wishes, believe me,

Sincerely yours,

PAUL LEE BROWN

Demonstration of public faith in Carmel property was evidenced last week when the Carmel Development Company put on the market the last block of Dunes lots, \$500,000, south of Ocean avenue and west of Seaside Road. All the lots were disposed of in two days. The total price was approximately \$20,000 for the block. The sales were negotiated by Mr. De Voe of the Carmel Realty Co.

The Pine Cone has a well equipped job printing plant.

Proclamation

WHEREAS, The President of the United States and the Governor of California have declared Armistice Day, November 11, 1921, a legal holiday, and

WHEREAS, The citizens of the City of Carmel-by-the-Sea, have made provision for the appropriate celebration of the "day of peace,"

THEREFORE, I, William T. Kibbler, President of the Board of Trustees of the City of Carmel-by-the-Sea, do hereby declare Friday, November 11, 1921, a holiday, and request that all residents of this municipality join in doing honor "to those who served."

WILLIAM T. KIBBLER,

President of the Board of Trustees of the City of Carmel-by-the-Sea.

Those Who Served

ARMY AND NAVY

Anthony, Walter
Albright, Walter H.
Babcock, Roy
Bremner, Ludovic
Campbell, Argyll
Cherington, Rev. Reed B.
Cochran, Donald
De Angelo, Jaime
De Vega, Charles
Duveneck, Francis B.
Edmonds, Mark
Gillett, Eugene C.
Glottback, Loyd
Hand, Herbert C.
Hale, Donald Lester
Hall, Russell
Horton, Frank D.
Horton, Howard
Horn, Milton C.
Hitchcock, Henry L.
Josselyn, Lewis
Josselyn, Winsor
Kitchen, James Weaver
Lachmund, Harry
Lachmund, Otto
Meadows, Ernest
Machado, David

Machado, David F.
Machado, John S.
Machado, William
Maxwell, William L.
Naredo, Thomas
Narvaez, Leon W.
Norton, Robert A.
Oliver, Dewey
Schweninger, Ernest
Search, Frederick Preston
Stoney, Martel
Stoney, Robert M.
Wolter, August
Wolter, David P.
Wolter, Gus
Wolter, Julius
Wolter, Louis F.
Wilson, Philip, Jr.

AUXILIARY SERVICE

Criley, Theodore
Hilliard, John Northern
Hopper, James
Howard, John Galen
Josselyn, Talbert
Kellogg, Vernon L.
Mason, James Redfern
Newberry, Perry
Wilson, Philip, Sr.

Mr. and Mrs. Charles K. Van Riper entertained guests at dinner recently in honor of Miss Willett Brown, who left during the week for a season on the Orpheum circuit with a group of dancers. Among those present were Miss Brown, Miss Eliot Boker, Harrison and Frederick Godwin.

Good Printing at the Pine Cone.

NEWS ITEMS

Miss A. G. Crossley is here from Portland, Ore., and has taken a position with the Perry Realty Company.

Mr. and Mrs. Ernest W. Hemmings announce the birth on November 1st of Ernest Giff Hemmings at Madera, Cal.

Mr. Enoch H. Lewis has purchased two lots on Eighth and San Carlos streets and will soon erect a new home and shop.

A large proportion of the audience which attended the Mark Twain movie at the Monterey Theatre were Carmel residents.

Miss Elizabeth McClung White of Alabama is here for the winter and is occupying Mrs. R. Thudichum's cottage on Lincoln street.

Mrs. Argyll Campbell and sons Gordon and John have returned from San Jose. Mrs. Campbell went up to consult an oculist.

Evau Romy Mosher returned from Los Angeles last week. He has been in the south for several weeks, but has now returned to enjoy Carmel's winter.

Mrs. C. L. Place of Palo Alto is building a home on Camino Real, which is rapidly nearing completion. Mrs. Place is in the real estate business in the college town.

Mr. and Mrs. John Kenneth Turner, after ten months in New York, have returned to Carmel. They are now occupying their own home and expect to be here all winter.

Following the Pine Cone's suggestion that store fronts on Ocean Ave. be stuccoed, comes the announcement of one of our merchants that he will make just that improvement.

Mrs. C. A. McCollom is spending the month of November with her son, C. R. McCollom, in Pasadena, while Dr. McCollom spent last week at Santa Cruz attending the Red Cross convention.

Mrs. L. A. Shipley has sold her new home on Carmelo street and two and a half lots also. She has purchased another lot, which leaves her four and a half lots upon which to build another home.

Mrs. Ann Dare has left for San Francisco, where she has taken apartment for a month. She may sail for England next month and spend several months in travel, but is as yet undecided and may return to Carmel for the winter.

Mrs. R. B. Thudichum has returned from a ten days' trip north, motoring with Dr. Thudichum on his way up from Los Angeles, after he spent the week end here with the family. Mrs. Thudichum visited friends in Santa Rosa, Sebastopol and San Francisco, taking in the exhibition of paintings at the Palace of Fine Arts. In the city she was the guest of Mrs. Ambrose Madison Wilson, the artist.

The illustrated lecture at Carmel Church for next Sunday night will be on "The Ministry of Healing." This will be given by special request. The slides will be furnished by the American Board. There are seventy-two, all finely colored. The illustrated songs will be "Speed Away" and "Work for the Night is Coming." No charges. All invited.

The Pine Cone Press sells printing, advertising space and subscriptions.

Galworthy's play, "The Mob," was the first read in the drama course in the Salinas high school. The course is open to the public and aims to give an understanding of the most important of Galworthy's plays, together with a realization of his ideals and methods. The course will consist of six lectures and readings.

**Carmel City Council Resolution re: Centennial Bell Project
March 1, 2016 City Council Meeting**

Action: Upon a motion made by Mayor Burnett, seconded by Mayor Pro Tem Talmage, Council moved to approve: a proposal (MP 16-002) for the replacement of the World War I Memorial Bell on the Ocean Avenue median, at the intersection of Ocean Avenue and San Carlos Street; under the supervision of the American Legion, the removal, securing and public display of the current bell from 1692; the American Legion inviting a representative from the Carmel Mission to observe the removal to ensure the bell receives the respect the Catholic Church bestows on Mission Bells; that upon the removal of the bell it be placed in the custody of the Harrison Memorial Library and stored securely in the Local History Department at the Park Branch on Mission Street and 6th Avenue; the stewardship of the Centennial Bell will be maintained by the City in cooperation with the American Legion, in recognition and gratitude for the long-standing tradition of joint guardianship and responsibility for the World War I Memorial Arch, which can be traced back to October 11, 1921, when the City granted permission for the Memorial to be built on Ocean Avenue, and November 11, 1921, when the American Legion laid the cornerstone; that the Centennial Bell will be rung at 11:00A.M. on Memorial Day and Veteran's Day by members of the American Legion Post 512, per tradition, and on other public occasions and celebrations as agreed to by the Legion Post and Carmel community; the Historic Resources Board's final approval of the Centennial Bell shop drawings and bell mounting details before the bell is cast and hung; and the engagement of a historic architect at a cost to the City to review and vet the project. **Approved, 5:0**



Cell Tower Postcards

1 message

Leslie Fenton <lsfenton@ci.carmel.ca.us>

Thu, Oct 28, 2021 at 1:35 PM

To: Bobby Richards <brichards@ci.carmel.ca.us>, Carrie Theis <ctheis@ci.carmel.ca.us>, Dave Potter <dpotter@ci.carmel.ca.us>, Jeff Baron <jbaron@ci.carmel.ca.us>, Karen Ferlito <kferlito@ci.carmel.ca.us>
Cc: Chip Rerig <crerig@ci.carmel.ca.us>, Brandon Swanson <bswanson@ci.carmel.ca.us>, "Marnie R. Waffle" <mwaffle@ci.carmel.ca.us>, Ashlee Wright <awright@ci.carmel.ca.us>, Margi Perotti <mimperotti@ci.carmel.ca.us>

Hello -

Attached is a copy of a postcard titled "Upholding the Planning Commission's Unanimous Cell Tower Denial" that is being received at City Hall addressed to "Dear Mr. Mayor & City Council Members". Each one is signed by a resident.

As of today, Thursday, October 28, 2021, 209 postcards have been received. Due to the volume of postcards received, they will be available for your review at City Hall. They will be located in a blue binder at the front counter. As postcards are received I will notify you of the number and that they have been added to the binder.

A copy of this email will be placed in the Correspondence Received binder, also available at the front counter, and included in the November 2, 2021, City Council Meeting packet.

Thank you

Leslie Fenton
Executive Assistant
City of Carmel-by-the-Sea
831-620-2038



Cell Tower postcard.pdf
418K


Uphold the Planning Commission's Unanimous Cell Tower Denial

Attachment 1

**Violates The Antenna Height Limit in R-4 Zones—
Unsightly Design—Discouraged Residential Location—
Ruins Public & Private Views—Noisy Fans—Alternate
Commercially Zoned Sites Nearby—Out-Of-Character With
Neighborhood Aesthetics & Uses—Sets A Precedent For
All Other Carriers—Lowers Property Values—Violates
Code & General Plan Requirements—Not Needed Due To
Existing Reliable Verizon 4G Service**

Dear Mr. Mayor & City Council Members,

I fully support the Planning Commission's unanimous denial of Verizon's proposed 51' macro cell tower at this unacceptable residential location, next to R-1 homes & the historic La Playa Hotel. Listen to the community and deny Verizon's appeal. We expect no less from our civic leaders. If allowed, it will lead to proliferation by all providers, negatively affecting Carmel's quality of life; forever putting our property values, magnificent views, historic resources and the scenic beauty of our coastal village at risk.

R. TAUNICH 
printed name & signature

Distribute & Enter Into Record



Mr. Mayor & City Council
c/o City Clerk
PO Box CC
Carmel-By-The-Sea, CA
93921


Uphold the Planning Commission's Unanimous Cell Tower Denial

Attachment 1

**Violates The Antenna Height Limit in R-4 Zones—
Unsightly Design—Discouraged Residential Location—
Ruins Public & Private Views—Noisy Fans—Alternate
Commercially Zoned Sites Nearby—Out-Of-Character With
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R. TAUNICH 
printed name & signature

Distribute & Enter Into Record



Mr. Mayor & City Council
c/o City Clerk
PO Box CC
Carmel-By-The-Sea, CA
93921



Fwd: Letter for Mayor and Council

1 message

Ashlee Wright <awright@ci.carmel.ca.us>
To: Leslie Fenton <lsfenton@ci.carmel.ca.us>

Fri, Oct 29, 2021 at 3:02 PM

Ashlee Wright
Acting City Clerk
Library and Community Activities Director
(831) 624-1366
P.O. Box 800
Carmel-by-the-Sea, CA 93921
<https://ci.carmel.ca.us/library>

----- Forwarded message -----

From: **Jan Reimers** <janreimers@aol.com>
Date: Fri, Oct 29, 2021 at 1:28 PM
Subject: Letter for Mayor and Council
To: awright@ci.carmel.ca.us <awright@ci.carmel.ca.us>

Dear Ashley,

I don't know if you are acting City Clerk, but do believe that you will know how to get this letter into the public record and to each of the Council members and Chip.

Thank you,

Jan

Dear Mayor Potter and Council members:

Please take the time to read the following letter in concern with the Verizon request for a tower on Carmelo in Carmel-by-the-Sea.

Thank you for your service.

Jan Reimers

Cell Tower:

First, I want to thank you for the time you are giving to this very important issue. As a former City Council member, I truly know the time you are spending on this topic.

Something that needs to be understood is that there are legal cases that support municipalities in controlling the placements of wireless facilities in their communities.

1.) One has to do with monetary damages or attorney fees:

City of Rancho Palos Verdes v. Abrams, (2005), is a case in which the The United States Supreme Court held that the Telecommunications Act (TCA) precluded monetary damages and attorney fees because the Act provided a comprehensive remedial scheme, namely access to an expedited hearing if requested within a 30 day period after a final decision by the government entity. With the unlikely possibility of an order to issue a permit.

2.) The second legal position has to do with aesthetics: The California Supreme Court recently ruled that California cities are within their authority to regulate wireless facilities based on aesthetic and property value concerns and are not preempted by State or Federal Law. That case was **T-Mobile West LLC v City and County of San Francisco 2019**.

3.) Also, **The Ninth Circuit in Portland v. US** also ruled allowing wireless facilities to be held to a different aesthetic standard than other equipment within the public rights of way.

As noted in the 2019 Planning Commission Hearing on the similar Verizon Cell Towers: The city has inherent, constitutional police power to impose land use regulations, including aesthetic and safety requirements under SPUC Section 7901 when proposed structures would incommode the public.

Note, also that the settlement agreement with Verizon for the proposed pole is written for a small cell tower but the actual height and volume put it well outside of the FCC definition of a small wireless facility. The proposed facility is a Macro Cell Tower. This is only one of the many bits of mis information that has been shared. The pole you see in the photos will change and can change anytime after it is installed by Verizon which has control of the pole and may 'modify' it whether the City likes it or not. Additional equipment added will add to the already unpleasant aesthetics of the tower. For all we know at this time this is going to be used to give coverage to Pebble Beach since there is already good Verizon 4G service within the claimed area to be served.

I have confidence in this Council to not be bullied by threats of law suits and suggestions of not having the power. You are the gate keepers for our community and the law is on you side!

The city would make a terrible mistake to move forward with this Verizon plan in this inappropriate location.



Verizon Wireless Appeal

1 message

Jonathan Sapp <jws@sapp.net>

Sat, Oct 30, 2021 at 11:17 AM

To: Britt Avrit <cityclerk@ci.carmel.ca.us>

The protest against the proposed wireless facility claiming "aesthetics" is a false flag. There are multiple (over a half dozen at my count) utility poles in the village that are of similar height to what Verizon is proposing and they all have electrical equipment that is larger than what is proposed. If they are so concerned about such aesthetics, why aren't they asking PG&E to lower them?

In my opinion, most people won't even notice it.

I believe that the people behind the protest are actually ones who believe the conspiracy theory about harmful radiation from cell signals. As the FCC doesn't consider that to have any scientific validity, they are using "aesthetics" as a reason to not build it.

BTW, although I am a Verizon Wireless customer, I have no other connection with the company.

Thanks,

Jonathan Sapp
Post Office Box 4948
Carmel-by-the-Sea, CA 93921-4948
Mobile: 831-620-5907



Fw: Correspondence Received for City Council/Mayor re: Verizon cell tower

1 message

A. Dramov <carmelhistory@outlook.com>
To: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Sat, Oct 30, 2021 at 11:54 AM

From: A. Dramov <carmelhistory@outlook.com>
Sent: Saturday, October 30, 2021 11:47 AM
To: City Administrator Chip Rerig <crerig@ci.carmel.ca.us>; Bswanson@ci.carmel.ca.us <Bswanson@ci.carmel.ca.us>; bpierik@ci.carmel.ca.us <bpierik@ci.carmel.ca.us>
Cc: tony@alombardolaw.com <tony@alombardolaw.com>; dpotter@ci.carmel.ca.us <dpotter@ci.carmel.ca.us>; brichards@ci.carmel.ca.us <brichards@ci.carmel.ca.us>; ctheis@ci.carmel.ca.us <ctheis@ci.carmel.ca.us>; jbaron@ci.carmel.ca.us <jbaron@ci.carmel.ca.us>; kferlito@ci.carmel.ca.us <kferlito@ci.carmel.ca.us>
Subject: Fw: Correspondence Received for City Council/Mayor re: Verizon cell tower

From: susan nine <nasusnine@hotmail.com>
Sent: Friday, October 29, 2021 1:08 PM
To: vsrfaussner@gmail.com <vsrfaussner@gmail.com>; tashawitt@me.com <tashawitt@me.com>; nielsr@comcast.net <nielsr@comcast.net>; janreimers@aol.com <janreimers@aol.com>; mcrowe@classichotels.com <mcrowe@classichotels.com>; jbranhams@grossmancompany.com <jbranhams@grossmancompany.com>; greg@daviescre.com <greg@daviescre.com>; edale@grossmancompany.com <edale@grossmancompany.com>; voloviper@icloud.com <voloviper@icloud.com>; bob@idealab.com <bob@idealab.com>; rfaussner@aol.com <rfaussner@aol.com>; WBLEWIS10@msn.com <WBLEWIS10@msn.com>; akavner@gmail.com <akavner@gmail.com>; carmelhistory@outlook.com <carmelhistory@outlook.com>
Subject: Fwd: Correspondence Received for City Council/Mayor

When I saw that the letters received by our group are included as a link to the agendas for this Monday's and Tuesday's meetings but none of the almost 200 postcards we saw on Wednesday, I wrote for further clarification and received this answer back from the acting City Clerk which is a highly disturbing and I believe illegal withholding of public input due process rights.

Not only does she claim she has the right to withhold the postcards as "correspondence received" because of the sheer number, she also says that the letters shared in this week's two agendas will not be included as public input in the December 7 agenda packet and record, even though Brandon told Tasha and I they would be, rendering them and the postcards effectively outside the public record on this item.

This is outrageous and illegal and she told us on the phone she was acting at the City Attorney's direction.

Susan

Sent from my iPad

Begin forwarded message:

From: Ashlee Wright <awright@ci.carmel.ca.us>
Date: October 29, 2021 at 11:37:51 AM PDT
To: susan nine <nasusnine@hotmail.com>
Cc: "crerig@ci.carmel.ca.us" <crerig@ci.carmel.ca.us>, "bswanson@ci.carmel.ca.us" <bswanson@ci.carmel.ca.us>, "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Hi Susan,

We are legally required to provide public access to hard copies of all correspondence distributed to the City Council for inspection which we have complied with. You and other members of the public may access and review the correspondence at City Hall during business hours. The addition of the electronic correspondence received via email along with the packet is an additional courtesy. Due to the voluminous nature of the postcards, we will not be scanning them for inclusion in the packet. Again, these are available at City Hall for inspection by the public and the Council.

Included in this month's packet is all of the correspondence received by the Council since the previous meeting. We will not be carrying over items to the next Council meeting. If you wish to re-submit your correspondence you may do, after the November meeting. The Council has access to all of this information and I am sure will be factoring it into their deliberations at the December meeting.

Best,

Ashlee Wright
Acting City Clerk
Library and Community Activities Director
(831) 624-1366
P.O. Box 800
Carmel-by-the-Sea, CA 93921
<https://ci.carmel.ca.us/library>

On Fri, Oct 29, 2021 at 11:28 AM susan nine <nasusnine@hotmail.com> wrote:

Hello Chip and Brandon,

I noticed included in next week's two City Council agendas that correspondence received for the City Council is included even though it is for an agenda item that has been postponed until December 7. While several letters to the Council are included about the Verizon Tower issue, there was a conspicuous absence of almost 200 mailed postcards addressed to the Council and Mayor in care of the City Clerk. These mailed postcards are being held by the Planning Dept. but are not included as correspondence even though they were received many days ago. We were shown the large stack during a visit to City Hall on Wednesday. We would appreciate correction of these not having been included with the other correspondence received, by including them and making the Mayor, Council and Public aware of this oversight during the two meetings this next week. It would also be helpful to get an explanation about why all communications were not included.

This partial inclusion of public input of a subject not included on the agenda in which it is published also raises the question of whether all of this correspondence specific to an agenda item that has been rescheduled for Dec. 7 will appear within the agenda for the Dec. 7 meeting under the Verizon agenda item as part of the public record.

Can you confirm that it will also be included in that agenda?

Yours truly,
Susan Nine

Sent from my iPad



Chip, Brandon, and Brian,

It appears the city keeps finding ways to tip the scales in Verizon's favor and new ways to go against the residents and stack the deck against them.

Chip and Brandon often publicly say the city wants citizen participation, transparency, and openness in city government ("**democracy in action**") and then the city's actions prove exactly the opposite, as behind the scenes the city attorney finds ways to block participation, transparency, and openness and prevent our voices from being heard.

What the city clerk wrote to one of the members of Stop Cell Towers in Carmel Neighborhoods is unacceptable. All of the letters from residents on the Verizon issue that the city has already received must be included the December 7th city council agenda packet correspondence, as the issue is no longer on the November 2nd agenda. The city clerk specifically said she would not "carry them over". But the city granted Verizon a continuance at their request and to help them moved the Verizon appeal from November 2nd to the December 7th meeting. It is not fair to exclude those letters sent in anticipation of the previously set November 2nd meeting date. These letters are legally required to be part of the meeting agenda in which the issue will be heard.

Furthermore, postcards cannot be excluded from the correspondence agenda packet, as the city clerk indicated she was instructed to do by the city attorney. Postcards are legitimate, recognized written communication that is supposed to be entered into the public record. They are all signed statements. Some residents have even added hand written messages on them.

The Planning Department commendably found a way to enter the numerous postcards they received into the record; you should follow their admirable lead. [There were 400 postcards and letters in 9/29 Planning Commission agenda packet. A scan of the front

and back of a postcard was included, and then all of the signatures were numbered, cut out, pasted, and scanned as part of the PDF packet. If there was a note on the postcard, the full card was included.]

After word of Verizon's decision to appeal, the city has already received at least 200 postcards from residents asking the city council to deny Verizon's appeal and to uphold the Planning Commissioners' unanimous 5-0 denial of the Verizon cell tower proposed in a residential neighborhood. There will likely be hundreds more. Every single one of these postcards must be included in the December 7th city council agenda packet. They are part of the public record. Saying they're in a binder in City Hall is not the same as putting them in the official city council agenda packet, which is part of the legal evidence if the matter goes to trial.

After encouraging citizen participation and publicly praising it as “democracy in action”, now you are shutting down our voices because there are too many of them? You are now bothered by and claim to be unable to handle the sheer volume of public response? What does that say to you about how the community feels about this Verizon cell tower location and cell towers in general in Carmel's residential neighborhoods? You need to listen to the voices of the community instead of finding ways to silence them.

Keeping these letters and postcards out of the city council agenda packet is wrong, undemocratic, and illegal. I hope you find a way to promptly rectify the situation.

This entire Verizon episode going back to the closed door, settlement agreement in 2020 is a shameful and cowardly low point in how the city has treated the residents of Carmel-by-the-Sea, who pay your salaries. All of you work for us, not Verizon. But over the past few years it doesn't seem that way.

A. Dramov



Verizon Cell Tower (in favor)

1 message

Barbara Heil <barbaraheil123@gmail.com>
To: cityclerk@ci.carmel.ca.us

Sat, Oct 30, 2021 at 4:05 PM

City Clerk,

My family has received MANY mailings asking us to tell the Planning Commission and now the City Council to deny a cell tower in the city. This STOPCTCN group has certainly spent a lot of money on their mailing campaign! Who is funding that? At least I finally got inspired to respond.

I am in favor of improved cellular service in our town and believe that one, two or even three towers would greatly remedy what is presently a problem.

I feel that the cell phone towers are nowhere near as unsightly as all of the utility power poles and wires that criss-cross our streets. The cellular service is indeed poor in many places in town, and we have had visitors frequently comment on that. I can only use my cell phone in certain parts of our home. If Carmel-by-the-Sea wants to do something that improves the tourism experience, and makes it easier to reach help in case of an emergency, I suggest approving the tower.

I am very much in favor of developing a plan to remove all the utility poles and put the utility wires underground. Much of our problem with storm related power outages would disappear if trees and branches weren't coming down and damaging the power lines. Years ago - back in 2000 - we put our own wires underground from our home to the utility pole. If every remodel or new construction were required to do this (or pay a fee that went toward it), the problem could be solved.

Thank you for your time,
Barbara Heil
(408) 768-1215
(leave a message, sometimes my phone is out of range)



Verizon Cell Towers

1 message

'Amy Scherer' via cityclerk <cityclerk@ci.carmel.ca.us>
Reply-To: Amy Scherer <amyscheremp@yahoo.com>
To: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Mon, Nov 1, 2021 at 9:13 AM

Dear City Council Members,

I am writing a letter regarding the Verizon Cell Tower topic. I want to let you know I am strongly in support of protecting our wonderful paradise from Wireless towers throughout neighborhoods. Although I live in the modern world and do use wireless, I think we are perhaps going overboard with reception issues/concerns. Too much is unknown and at stake. We can write our local codes to protect our community. Please support this position as well. I know Verizon will be relentless in pursuing their goals. I have been to city meetings. If we preempt them with strong codes, we can ward off the endless battle.

Thank you for your consideration.

- Amy Scherer
SW Corner Lincoln St. & 10th Ave.



Fwd: WW1 Memorial Arch and Plaque appeal

1 message

Linda Smith <lachmund@pacbell.net>
To: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Mon, Nov 1, 2021 at 12:38 PM

Would you please include this letter and attachments in the material for tomorrow's City Council meeting for the WW1 Memorial plaque appeal?

Many thanks.

Linda L Smith
PO Box 422
Carmel, CA 93921
831-624-1127

Sent from my iPhone

Begin forwarded message:

From: "Linda L. Smith" <lachmund@pacbell.net>
Date: October 31, 2021 at 5:26:00 PM PDT
To: dpotter@ci.carmel.ca.us
Subject: WW1 Memorial Arch and Plaque appeal

Re: WW1 Memorial Plaque appeal

Oct 31, 2021

Dear Mayor Potter,

Dave, as the daughter of one of Carmel's veterans of WW1, I feel sad that controversy has arisen over our historic World War 1 Memorial Arch, especially at this particular moment in time, on its 100 Year Anniversary, when its historic vision was about to be fulfilled and honored! Despite my disagreement with this appeal, I deeply respect the hard work of those who have taken responsibility for the beautiful restoration of the arch over the past many years, and have also been so glad to see the original intent of the monument revealed through thorough historic investigation.

My father, Harry Lachmund, and uncle, Otto Lachmund, are two who joined the army in 1917; my dad was the first airman from Carmel and my uncle also was an airman. My father used to tell us wonderful and poignant stories of that time, of those and earlier days of our town, when the whole community was pretty much at one, and especially during that war! Carmel's motto used to be "all for one and one for all", as he put it.

At the time of its conception, the WW1 memorial was to be a symbol of the Carmel community's solidarity during that time of terrible conflict and suffering in the world. The celebration and laying of the cornerstone for the monument to be, on Armistice Day November 11, 1921, was proclaimed a "day of peace", the arch to be dedicated to "those who served" from Carmel, in a celebration of victory in what was seen as the "war to end war." It was a high minded vision the community conceived, typical of its original soul. The whole community had come together to support the nation's effort,

and those Carmelites who had given above and beyond the call of duty, in the armed services and the auxiliary were known to everyone. A preliminary list had already been drawn up by representatives of the community in 1918, and was apparently the source of the list announced in the Pine Cone on November 10, the day before the celebration, along with the Proclamation of intent for the memorial.,. (The list was later expanded to include three women.) And does that list contain a Carmel history lesson! Poets, musicians, farmers, tradesmen, intellectuals...what a eclectic and fascinating community Carmel was! I can say, with little doubt, that those who were in the armed services loved and respected those who serviced in the auxiliary services, many of whose service involved as much or more personal sacrifice, and they would have wanted their names to be on a memorial plaque to "those who served". The plaque which Charles Sumner Greene, the designer of the arch, had also designed lists all those names, alphabetically, all together. How appropriate to finally put in place an inclusive plaque with the Memorial Arch where it belongs! It might even spark a reexamination of the unique and original spirit and soul of Carmel, and remind us of our roots!!

Very sincerely,

Linda Lachmund Smith

Attachments:

Ian Martin's letter to the HRB, with links to his research of primary records

Letter from Gerry Paratore, Commander of the 512 American Legion Post, which says it concisely

Proclamation and list of Those Who Served, from front page of the Carmel Pine Cone, November 10, 1921

Transcription of touching article about the planned celebration in the Carmel Pine Cone, November 10, 1921


Excerpt about Perry Newberry from Autobiography of a Regiment, A History of the 304th Field Artillery in The War, 1920

Vernon Kellogg, and Charlotte Kellogg, from Wikipedia

6 attachments

Mr. Perry Newberry, the regimental Y. M. C. A. Secretary, took entire charge of the illustrating, laid out the work for the artists, lived and labored with them for weeks, and himself drew some of the pictures. His wide experience, both as an illustrator and as a writer, as well as his sincerity and enthusiasm in the work, made his criticisms invaluable. The whole layout of the book is the work of Mr. Newberry. His work for the regiment in the making of this memorial volume is surpassed only by the resourcefulness, the genuineness, and the unfailing good will of his life and work among the men, both at the front and during the trying period after the fighting was over. He was not an adjunct, but an integral part of the regiment, respected and beloved by officers and men as a tried and trusted friend.

Perry Newberry from Autobiography of a Regiment the 304th 2021-10-29 .jpg
54K

 **DR_21-207_(WWI_Memorial_Plaque)_-_Attach_5_-_Letter_from_Ian_Martin.pdf**
120K

 **Gerry Peratore letter APP_21-359_(WWI_Memorial_Plaque)_-_Attach_9_-_Carmel_Post_512.pdf**
128K

 **Armistice Day Proclamation and List Carmel Pine Cone Nov 10, 1921.pdf**
402K

 **Armistice Day Carmel Nov 10, 1921 transcript.pdf**
427K

 **Vernon and Charlotte Kellogg from Wikipedia.docx**
13K

Mr. Perry Newberry, the regimental Y. M. C. A. Secretary, took entire charge of the illustrating, laid out the work for the artists, lived and labored with them for weeks, and himself drew some of the pictures. His wide experience, both as an illustrator and as a writer, as well as his sincerity and enthusiasm in the work, made his criticisms invaluable. The whole layout of the book is the work of Mr. Newberry. His work for the regiment in the making of this memorial volume is surpassed only by the resourcefulness, the genuineness, and the unfailing good will of his life and work among the men, both at the front and during the trying period after the fighting was over. He was not an adjunct, but an integral part of the regiment, respected and beloved by officers and men as a tried and trusted friend.

Fwd: WWI Memorial names

Marnie R. Waffle <mwaffle@ci.carmel.ca.us>
To: Marnie Waffle <mwaffle@ci.carmel.ca.us>

Tue, Sep 7, 2021 at 3:32 PM

----- Forwarded message -----

From: Ian Martin <REDACTED>
Date: Tue, Aug 17, 2021 at 1:19 PM
Subject: WWI Memorial names
To: Brandon Swanson <bswanson@ci.carmel.ca.us>
Cc: Erik Dyar <REDACTED>, Richard Kreitman <REDACTED>, Michael LePage <REDACTED>

Hi Brandon,

Please circulate the following to the other members of the HRB. Thank you!

Ian

Dear Chair Dyar and Members of the Historic Resources Board,

I reviewed the video of yesterday's consideration of the proposed plaques for the World War I memorial and am writing to offer my comments regarding the list of names.

Our village's World War I memorial is not only a monument to military service, but also commemorates the service of a handful of notable Carmel civilians. This list of names was assembled not by me or anyone living today, but was tabulated by the Carmel community a century ago. The list proposed for the memorial is simply a copy of those names and we are in no position to second guess it today. Excluding the names of the non-military participants would go directly against the wishes of the early Carmel community. This is *their* list.

As evidence, please see the [November 10, 1921 Carmel Pine Cone](#). At the top of the first page, Carmel-by-the-Sea board of trustees president William T. Kibbler declares November 11, 1921 a holiday so that the community could give their appreciation "to those who served." Below this proclamation, under the headline "Those Who Served" is a list of names provided in two sections, one headed "Army and Navy," and another "Auxiliary Service" which captures the names of non-military participants. Note that Charles Sumner Greene inscribed "To Those Who Served" on the base of the memorial in the design drawing. His rendering of the memorial appears [inside this same issue](#) of the *Pine Cone*, and it appears above the caption "To Those Who Served."

Additional names are found on a plaque that was personally carved by Greene which hung in city hall. This plaque is now missing, but a photo of it survives in the Greene and Greene Archive at the Huntington Library. This plaque includes the names of the 1921 *Pine Cone* list, and adds a few more, bringing the total to 61. Unlike the 1921 list, the names of women are found here including Army nurse Grace Beane. The last recorded sighting of this plaque was in a [1943 Pine Cone](#). The article describes both military and non-military service of the people listed and doesn't question the presence of the non-military names--and this was in the middle of the Second World War. The article is about the plaque, but concludes "The city's memorial fountain . . . is dedicated "To Those Who Served."

Because of the participation of the non-military Carmelites, little Carmel-by-the-Sea punched way, way above its weight in the Great War. Take, for example, Vernon Kellogg. He led the Commission for Relief in Belgium in Europe and therefore, along with future president Herbert Hoover, likely did *more than any other American* to prevent the starvation of millions in German-occupied Belgium. He wrote a book about his ordeal titled [Headquarters Nights](#). None other than Teddy Roosevelt wrote the foreword:

"The man who reads Kellogg's sketch and yet fails to see why we are at war, and why we must accept no peace save that of overwhelming victory, is neither a good American nor a true lover of mankind."

Charlotte Kellogg, Vernon's wife, also spent months in occupied Belgium. Her book *Women of Belgium: Turning Tragedy Into Triumph*, puts a human face on the suffering that the people of that country endured. Herbert Hoover wrote the foreword.

Perry Newberry was too old to join the Army when the United States joined the war, so he joined the YMCA instead. He was assigned to the 304th Field Artillery. He is remembered in the [unit's history](#) for his "genuineness, and the unfailing goodwill of his life and work among the men, both at the front and during the trying period after the fighting was over. He was not an adjunct, but an integral part of the regiment, respected and beloved by officers and men as a tried and trusted friend."

Newberry's health is said to have been permanently damaged in a poison gas attack made on the 304th. He wrote a vivid account of it in a [1918 letter to the Pine Cone](#), part of which was redacted because it was "too painful for publication."

In closing, eliminating any of the names from the proposed plaque would be a tremendous disservice to our village's history and a betrayal of the wishes of the Carmelites who created that list so long ago.

Thank you all for your attention. If anyone has any questions, please do not hesitate to get in touch with me.

Sincerely,

Ian Martin
Carmel-by-the-Sea
<REDACTED>

CARMEL POST 512 OF THE AMERICAN LEGION

P.O. BOX 512 CARMEL BY THE SEA, CA. 93921



Dear Mr. Dyar,

About the proposed inscription on the historic plaque for the WWI Veterans' Monument, the leadership of Post 512, and myself as Post Commander, wish to unequivocally confirm our support for the inclusive list of those who served in support of The Great War that was presented to you with our June 6, 2021 project application.

While I am not a historian, Ian Martin is. I believe that the research and documentation he has provided clearly shows the intent of the architect and the community, an inclusive Monument to all Armed Service members of WWI and the Carmelites that served in support of our troops and the larger war efforts.

The historic evidence he uncovered regarding the names of those who served in WWI, and how the Carmel community and its veterans of that generation chose to honor them, convinced us that this is the proper list of names for the proposed dedicatory plaque. We are proud that the founding veterans of Post 512 chose to be inclusive when honoring those who served and proud to continue that tradition.

We at American Legion Post 512 formally request that the HRB approve the list of names of Those Who Served in WWI as originally submitted.

v/r

Gerry Paratore
Commander, Post 512

Carmel Pine Cone November 10, 1921

Proclamation

WHEREAS, The President of the United States and the Governor of California have declared Armistice Day, November 11, 1921, a legal holiday, and

WHEREAS, The citizens of the City of Carmel-by-the-Sea, have made provision for the appropriate celebration of the "day of peace,"

THEREFORE, I, William T. Kibbler, President of the Board of Trustees of the City of Carmel-by-the-Sea, do hereby declare Friday, November 11, 1921, a holiday, and request that all residents of this municipality join in doing honor "to those who served."

WILLIAM T. KIBBLER,

President of the Board of Trustees of the City of Carmel-by-the-Sea.

Those Who Served

ARMY AND NAVY

Anthony, Walter
Albright, Walter H.
Babcock, Roy
Bremner, Ludovic
Campbell, Argyll
Cherington, Rev. Reed B.
Cochran, Donald
De Angulo, Jaime
De Vega, Charles
Duveneck, Francis B.
Edmonds, Mark
Gillett, Eugene C.
Glotsbach, Loyd
Hand, Herbert C.
Hale, Donald Lester
Hall, Russell
Hatton, Frank D.
Hatton, Howard
Horn, Milton C.
Hitchcock, Henry L.
Josselyn, Lewis
Josselyn, Winsor
Kitchen, James Weaver
Lachmund, Harry
Lachmund, Otto
Meadows, Ernest
Machado, David

Machado, David F.
Machado, John S.
Machado, William
Maxwell, William L.
Naredo, Thomas
Narvaez, Leon W.
Norton, Robert A.
Oliver, Dewey
Schweninger, Ernest
Search, Frederick Preston
Stoney, Martel
Stoney, Robert M.
Wolter, August
Wolter, David P.
Wolter, Gus
Wolter, Julius
Wolter, Louis F.
Wilson, Philip, Jr.

AUXILIARY SERVICE

Criley, Theodore
Hilliard, John Northern
Hopper, James
Howard, John Galen
Josselyn, Talbert
Kellogg, Vernon L.
Mason, James Redfern
Newberry, Perry
Wilson, Philip, Sr.

Interesting Program Is Prepared by Citizens' Committee

Three years ago tomorrow morning the whistles and sirens and church bells were sending forth their messages of peace. A whole nation joined in a spontaneous expression of joy and relief.

Carmel rose to the spirit of the day and, headed by Mrs. W. B. Canine, the "little old Belgian lady," and the ladies of the Red Cross, the greatest real heart pageantry of Carmel took form. Impromptu it all was—red fire, speeches, street dancing, parade. Never again in the history of the world will come that joyous thrill and sigh of relief that the bells and whistles of November 11, 1918, produced; but a strong echo of this feeling will be found in the hearts of Carmel residents tomorrow morning at 10 o'clock, when a parade headed by Joe Mora, followed by the Eleventh Cavalry and a band from the Monterey Presidio, starts down Ocean Avenue. School children, service men and citizens on foot and in automobiles will also be in the procession. They will march down Ocean Avenue to Monte Verde, then will counter-march to the site of the projected new memorial—a seventeen foot high drinking fountain designed by C. Sumner Greene. For no other purpose would Carmel's old timers consent to the abandonment of the old town water trough which has for so many years occupied this site.

The ceremonies incident to the laying of the cornerstone will consist of singing by the school children, invocation by Rev. Fred Sheldon and addresses by well known men of the Peninsula. The chairman of the day, Dr. Charles A. McCollom, will present Col. J. N. Jenkins of the Eleventh Cavalry, who, with the assistance of the chairman of the Monterey Peninsula Post of the American Legion, will proceed to the laying of the cornerstone of the memorial. J. W. Andresen, the well known city attorney of Salinas, will deliver the oration of the day. After the benediction by Father Raymond Mesires, the audience, led by the band, will join in the singing of "The Star-spangled Banner."

NOTES

Service men are requested to attend the ceremonies in uniform.

This committee has to thank Contractor Percy Parks for erecting the platform at the memorial site.

Everyone should wear the national colors on Armistice Day.

All business places should be closed during the ceremonies and store fronts and automobiles decorated.

The committee in charge of the entire celebration consists of Dr. C. A. McCollom, chairman, Dr. H. W. Fenner, Dr. A. F. Burton, W. L. Overstreet, Arvill Campbell, C. Sumner Greene, Winsor Josselyn, secretary.

A TRIBUTE

Carmel's church bells will begin to toll at 11:45 a. m. tomorrow, for fifteen minutes.

The fire siren will announce 12 o'clock for the two-minute period of silence in honor of the unknown American soldier whose remains will be buried at the Arlington National Cemetery in Washington.

Carmel Pine Cone
November 10, 1921

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A Tribute

Carmel's church bells will begin to toll at 11:45 a.m. tomorrow, for fifteen minutes.

The fire siren will announce 12 o'clock for the two minute period of silence in honor the unknown American soldier whose remains will be buried at the Arlington National Cemetery in Washington.

Vernon Kellogg from Wikipedia

"From 1894 to 1920, Kellogg was professor of [entomology](#) at [Stanford University](#) Kellogg specialized in insect [taxonomy](#) and economic entomology. [Herbert Hoover](#) was among his students, and [Florence E. Bemis](#) worked in his lab.

His academic career was interrupted by two years (1915 and 1916) spent in [Brussels](#) as director of [Hoover's humanitarian American Commission for Relief in Belgium](#). Initially a [pacifist](#), Kellogg dined with the officers of the [German Supreme Command](#). He became shocked by the grotesque [Social Darwinist](#) motivation for the German war machine, "the creed of [survival of the fittest](#) based on violent and fatal competitive struggle is the Gospel of the German intellectuals."^[3] Kellogg decided that the ideas could be beaten only by force and, using his connections with America's political elite, began to campaign for American intervention in the war. He published an account of his conversations in the book *Headquarters Nights*.^[4] "

A [Liberty ship](#) built in the [United States](#) during [World War II](#) was named [SS Vernon L. Kellogg](#)."

Charlotte Kellogg from Wikipedia

In 1916 she traveled to [Brussels](#) with Jean and worked for a year with the [Commission for Relief in Belgium](#), at the special request of the President.^[which?] Kellogg studied the women of Belgium and in 1917 published *Women of Belgium: Turning Tragedy to Triumph*, followed by *Bobbins of Belgium* (1920).^[5]

When President [Herbert Hoover](#) appointed her husband an assistant to the [United States Food Administration](#), Kellogg joined him in his work as an internationally active war-relief speaker and fund raiser.^[6]



Emailed comments for the November Council Meeting

1 message

'George Mederos' via cityclerk <cityclerk@ci.carmel.ca.us>

Mon, Nov 1, 2021 at 12:54 PM

Reply-To: George Mederos <georgemederos@yahoo.com>

To: cityclerk@ci.carmel.ca.us

Honorable Council,

Let's please be done with the parklets and terminate them once and for all. Thank You!!!

Sent from my iPhone



Compromise No reception Verison tower

1 message

'LAWRENCE CHAZEN' via cityclerk <cityclerk@ci.carmel.ca.us>

Mon, Nov 1, 2021 at 1:43 PM

Reply-To: LAWRENCE CHAZEN <ljcchazen@me.com>

To: carmel city clerk <cityclerk@ci.carmel.ca.us>

My address is San Antonio three SW. of seventh. My home is on Scenic.

We have little or no reception at our house and have constantly dropped Verizon calls. We switched to Verizon from AT&T because we had very little reception from it either.

There must be a compromise.

Yours very truly

Lawrence Chazen

Sent from my iPhone
Lawrence Chazen
PO Box 3758
Carmel ca 93921
831-601-9701



Fw: Failure Notice

1 message

Harvey Billig <hbillig@sbcglobal.net>

Reply-To: hbillig@sbcglobal.net

To: cityclerk@ci.carmel.ca.us

Mon, Nov 1, 2021 at 9:06 PM

----- Forwarded Message -----

From: "mailer-daemon@yahoo.com" <mailer-daemon@yahoo.com>

To: "hbillig@sbcglobal.net" <hbillig@sbcglobal.net>

Sent: Monday, November 1, 2021, 04:25:20 PM PDT

Subject: Failure Notice

Sorry, we were unable to deliver your message to the following address.

<cityclerk@ci.carmelca.us>:

No mx record found for domain=ci.carmelca.us

----- Forwarded message -----

Honorable Mayor , City Council and Staff: Harvey and I support a memorial plaque for the veterans of WW1 and recommend that it be placed in Devendorf Park along with the other war memorials. The lack of recognition to these veterans of the "Great War " is long overdue. The proposed plaque also appears to be too large for the proposed site in the area of the arch. Thus we respectfully request that you deny the appeal. Thank you for your kind consideration. Melanie and Harvey Billig. Dear City Clerk, would you please see that a copy of this email is enclosed in council's agenda packet and a copy to appropriate staff. Thank you. The Billigs.



Verizon appeal shuffled off to December

1 message

Clay Ramsay <gcrcclay@gmail.com>
To: cityclerk@ci.carmel.ca.us

Tue, Nov 2, 2021 at 7:14 AM

Dear Members of the City Council:

I received word that the City Council's hearing of Verizon's appeal of the unanimous Planning Commission decision has been postponed to Dec. 7. I can understand Verizon's desire to take evasive action at this point; I understand less the Council's willingness to go along with this postponement.

My house is very near La Playa Hotel, and I don't grasp why a Council that is business-friendly--which you certainly are--needs extra time to decide on a tower that will cut the view of all the La Playa guests with west-facing windows in half, dividing it with a big, ugly vertical line. How is this supposed to work for the hotel?

Best regards,

Clay Ramsay
8th Ave. and Carmelo 2 NE



City Council Meeting

1 message

'Brian Andrus' via cityclerk <cityclerk@ci.carmel.ca.us>
Reply-To: Brian Andrus <brianandrus@yahoo.com>
To: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Tue, Nov 2, 2021 at 8:54 AM

Hello,

I am writing to express my views and concerns regarding item 6 on tonight's agenda (AP 21-359 WWI Memorial Plaque).

At first brush the idea seems innocuous enough and inclusive of citizens that helped as they could during WWI.

However, it also has the effect of rewriting history and making claims of the intent of persons that are unable to provide clarification where doubt is being sown.

Beyond that, it also minimizes the degree of dedication and commitment from our uniformed veterans.

On the point of attempting to be true to the intent of our predecessors who originally planned and executed the WWI Memorial Arch, we can and should look at how they made it and keep it as such. They very intentionally provided local recognition of non-veterans with a plaque at city hall. It is difficult to understand how one can decide that what was desired 100 years ago was not what they created. That leap of logic is impossible without supposition and conjecture. Any attempts to change what was actually done is, indeed, an attempt to rewrite the historical efforts of the original authors. They were the ones that actually lived and experienced that which they were memorializing. We do not suppose the original intent was to have the Statue of Liberty smile showing her teeth and change her to do so. We keep our monuments intact and protect them from changes, natural or otherwise.

Regarding the wording of the proposal and proclamation:

The term "THOSE WHO SERVED" means the men and women that have taken an oath and put on a military uniform for our country. When someone asks "Did you serve?" or "Where did you serve?" there is no question of the intended meaning. If someone hears that, they do not interpret it as a question of anything other than military service. That is what it meant 100 years ago and still means that today. To attempt to change that is to sow seeds of doubt and change the interpretation of all writings from the various wars and conflicts that have plagued mankind. We cannot learn from history if we warp it to a degree we are unable to see it start to repeat itself.

Attempting to expand the accepted interpretation of the phrase also minimizes the men and women that have made the commitment to give up everything up to and possibly including their own lives to protect this country and its citizens. Unless someone has made that oath, they are not making the same promise. There is a definite difference in what has been agreed to.

Finally, with regard to the plaque and the non-veteran names:

I do agree there should be recognition. That was the original intent. It was a separate recognition from the WWI memorial itself and should remain as such. It was originally in city hall, however, I feel it could be appropriate to have it in Devendorf Park, if so desired. The proposed size and amount of information on the plaque is cumbersome and encourages visitors to spend a significant amount of time reading it while standing in the roadway. On more popular days, this will also cause safety and traffic issues, whereas having them read it in the park would be safer with an additional benefit of encouraging them to pay respect to the other memorials.

There are many great citizens that deserve recognition for their contributions to the community and nation. They deserve their own recognition and we should not lump everyone together. That detracts from each group and individual. It reduces recognition to a generic participation award no matter what the contribution. This is not a way to inspire others. Let us have a separate monument that recognizes the contribution of our citizens so they are willing to step up to the degree they can and everyone benefits. At the same time, let us continue to recognize those that go beyond expectations with their willingness to give their lives for others.

Brian Andrus



Email re Verizon Cell Tower

1 message

Stilwell, Mark <StilwellM@pebblebeach.com>
To: "baberris@gmail.com" <baberris@gmail.com>
Cc: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Tue, Nov 2, 2021 at 8:55 AM

Dear Mr. Berris: I am a resident of Pebble Beach, former EVP of real estate for Pebble Beach Company, and a business owner in Carmel. I just happened to read your email to the Carmel City Council about the Verizon Cell Tower item on today's agenda. While I have not studied Verizon's proposal, and have no position on this appeal, I did want to give you some additional information to clarify the record about some of your comments about Pebble Beach.

First, Pebble Beach has numerous cell towers, ranging from ones at The Lodge at Pebble Beach and The Inn at Spanish Bay to one "disguised" as a Monterey pine tree at Spyglass Hill Golf Course. There are others at the Forest Lake Reservoir area as well as near the top of Huckleberry Hill. While cell coverage isn't perfect, and likely never will be given our hilly terrain as well as the extensive forested areas here (particularly in Pescadero Canyon bordering Carmel), overall the service is vastly improved since Pebble Beach Company undertook a major cell tower improvement project that began over a 20 years ago under my supervision. And many of the towers PBCo installed were designed to accommodate up to 4 cell company providers, such as AT&T and Verizon, so thought was given to maximizing the number of users per tower. Second, give our own extensive cell tower network here, I doubt that the Verizon tower, located miles away in the middle of Carmel, would have any significant benefits with respect to coverage in most areas of Pebble Beach.

Thank you for considering this additional information in your comments. There may be other valid reasons for opposing this particularly Verizon project, but claiming that it's to benefit the residents of Pebble Beach to the detriment of the residents of Carmel is not one of them. I am also copying the City Clerk so she has this information for the record.

Sincerely,

Mark Stilwell



Re: Email re Verizon Cell Tower

1 message

Brian Berris <baberris@gmail.com>

Tue, Nov 2, 2021 at 10:02 AM

To: "Stilwell, Mark" <StilwellM@pebblebeach.com>

Cc: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Dear Mr., Stilwell,

Thank you for the additional information about cell towers in PB. Perhaps I should have been more specific by asking a simple question: **how many 5G cell towers exist in PB and where are they located?**

I am copying the City Clerk so she has this information for the record.

Sincerely,

Brian Berris

On Nov 2, 2021, at 8:55 AM, Stilwell, Mark <StilwellM@pebblebeach.com> wrote:

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Sincerely,

Mark Stilwell



Withdrawal of support for the current WWI plaque

1 message

Gerry Paratore <gparator@gmail.com>

Tue, Nov 2, 2021 at 10:23 AM

To: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Cc: "dpotter@ci.carmel.ca.us" <dpotter@ci.carmel.ca.us>, "brichards@ci.carmel.ca.us" <brichards@ci.carmel.ca.us>, "jbaron@ci.carmel.ca.us" <jbaron@ci.carmel.ca.us>, "kferlito@ci.carmel.ca.us" <kferlito@ci.carmel.ca.us>, "ctheis@ci.carmel.ca.us" <ctheis@ci.carmel.ca.us>

This is to inform you that American Legion Post 512 is withdrawing our support for the Memorial Plaque as submitted.

At last night's meeting Mike Brown and Jordan Chroman presented a motion to withdraw our support which was passed with dissent.

While I still believe that in an egalitarian gesture the community come together to acknowledge everyone with the WWI Monument not a Veterans Memorial that's not how the process works.

v/r

Gerry Paratore

Commander, Post 51

Sent from [Mail](#) for Windows



Verizon Tower

1 message

Dave Rossetti <rossetti@gmail.com>
To: cityclerk@ci.carmel.ca.us

Tue, Nov 2, 2021 at 11:06 AM

Hello,

I am a resident of Carmel for 21 years with a home on Lincoln Street.

You did a fine job unanimously rejecting Verizon's proposal to place a cell tower in the center of Carmel. I urge you to continue your good judgment by denying all further appeals, whether on December 7th or any future date.

It's simple: Carmel is not suburbia, not a strip mall, and not The Big City. Please keep it a small and beautiful village without the accessories and trappings of what people come to Carmel to get away from.

Thank you sincerely,
David J. Rossetti



CRA Board Guidance - Regarding Council Meetings in Person and Hiring of Key New City Leaders

1 message

info@carmelresidents.org <info@carmelresidents.org>

Mon, Nov 1, 2021 at 5:34 PM

To: cityclerk@ci.carmel.ca.us

Cc: dpotter@ci.carmel.ca.us, crerig@ci.carmel.ca.us, kferlito@ci.carmel.ca.us, jbaron@ci.carmel.ca.us, brichards@ci.carmel.ca.us, ctheis@ci.carmel.ca.us, fredbologna11@comcast.net

Unfortunately, with regard to today's Monday Consent Agenda items, your meeting, occurred simultaneously with the CRA Board meeting.

For your official records, our CRA Board voted in support of the following two positions:

- We are beyond anxious for City Council meetings to offer an in-person option as immediately as possible. Please accelerate your efforts here. (this item aligns with your #8 Consent Agenda item in today's Nov 1 session). We agree that the Zoom option should also continue.
- We understand your efforts are moving forward to hiring for the permanent Police Chief and the Library/Activities Director. We highly recommend, that for the Key Leadership positions, you include Residents and Businesses in these candidate selection process (possibly a panel interview). (this item aligns with your #8 Consent Agenda item in today's Nov 1 session)

Thank you for your consideration and support.

Regards,

Carmel Residents Association - Board of Directors
PO Box 13, Carmel-by-the-Sea, Ca 93921



Verizon Cell Tower - in favor of 5G

1 message

Bill Heil <bill.heil@gmail.com>

Tue, Nov 2, 2021 at 11:56 AM

To: cityclerk@ci.carmel.ca.us

Cc: Barbara Heil <barbaraheil123@gmail.com>

Subject: Fwd: Verizon Cell Tower (in favor)

City Clerk,

My wife and I are Carmel home owners on San Antonio. We would like to see City Council, Planning and the Mayor focus on 2 items:

- keeping Carmel current with important communications and safety technologies (5G is very important strategically for applications beyond calls)
- educating the unsightly above ground power poles and lines (work a deal with cell providers to pay for burying phone / cable lines)
- promote tourism (guests want their phones to work!)

We suggest you work with cell phone providers for paying to bury 100-500 telephone poles for ever cell tower they install (this will be a net positive for the city).

I am very much in favor of developing a plan to remove all the utility poles and put the utility wires underground. Much of our problem with storm related power outages would disappear if trees and branches weren't coming down and damaging the power lines. Years ago - back in 2000 - we put our own wires underground from our home to the utility pole. If every remodel or new construction were required to do this (or pay a fee that went toward it), the problem could be solved.

Thank you for your time,
Bill Heil
(650) 714-2212



RE: Email re Verizon Cell Tower

1 message

Stilwell, Mark <StilwellM@pebblebeach.com>
To: Brian Berris <baberris@gmail.com>
Cc: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Tue, Nov 2, 2021 at 12:19 PM

Hi Brian: Thanks for that additional information. My understanding is that all of the current wireless carriers in PB are currently working on plans to upgrade their facilities to 5G. That would include the facilities at The Lodge and Beach Club, the ones closest to Carmel, as well as other locations. Not sure about the timing, as I am retired, so not involved in day-to-day operations. But I hope that helps. Best, Mark

From: Brian Berris <baberris@gmail.com>
Sent: Tuesday, November 2, 2021 10:03 AM
To: Stilwell, Mark <StilwellM@pebblebeach.com>
Cc: cityclerk@ci.carmel.ca.us
Subject: Re: Email re Verizon Cell Tower

Dear Mr., Stilwell,

Thank you for the additional information about cell towers in PB. Perhaps I should have been more specific by asking a simple question: **how many 5G cell towers exist in PB and where are they located?**

I am copying the City Clerk so she has this information for the record.

Sincerely,

Brian Berris

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Attachment 2
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Sincerely,

Mark Stilwell



Carmel-
by-the-Sea

Attachment 2

Leslie Fenton <lsfenton@ci.carmel.ca.us>

Verizon Cell Tower

1 message

Michael Wilson <wilmr@comcast.net>

Wed, Oct 20, 2021 at 4:05 PM

To: "cityclerk@ci.carmel.ca.us" <cityclerk@ci.carmel.ca.us>

Distribute to Mayor and City Council and enter into the record.

Unless there are remarkable changes to the application unanimously denied by the city Planning Commission, we would see no reason to overthrow their denial ruling.

Thanks,

Michael and Maryellen Wilson

2 SE San Carlos on 2nd Ave, Carmel-by-the-Sea, CA

831 620 0919

Sent from Mail for Windows