

UMATILLA NEWS

By Mrs. Glenn Ostrom

Mr. and Mrs. Harry Rodenbough and daughter Doris spent Thursday in Walla Walla shopping. Mr. and Mrs. Ursel Hiatt and Mr. and Mrs. Sari Millere were Walla Walla shoppers Monday. Miss Leta Myers was a Pendleton visitor Monday. Mr. and Mrs. H. B. Hull who have

been quite ill are improved some. A group of high school girls working in the home economics division for civilian defense met at the home of their leader, Mrs. William Conlon, Sunday afternoon, and designed and made sample arm bands. Mrs. William Kennedy assisted. The ladies of the home economics division met Monday afternoon at the library and each lady took home a group of bands to make. The Ladies Aid society held their regular meeting at the home of Mrs.

James Byrnes. They made pot holders for the aid. Because of Christmas, which falls on their regular day, the next meeting will be January 8 at the home of Mrs. Del Jackson. Mrs. Del Jackson and daughter Louise returned last week from a 10 day vacation with their sister and aunt in California. Mrs. George Sampson, who went with them, didn't return with them but remained for a longer visit with her daughter. Mr. and Mrs. Hugh Van Schoelck received word from their son Delbert who is in the army at Missouri that he will be home for the Christmas vacation, arriving December 18. Delbert has been advanced to corporal and is being transferred to Vancouver.

Mr. and Mrs. Pat Pattee and Ruth and Francis were Pendleton shoppers Saturday. The Sunday School is preparing a Christmas program. Mr. and Mrs. Dan Gahn and daughter Brenda returned home Sunday from a two weeks vacation spent in California and Portland. Mrs. Stella Gahn accompanied them home to spend a few days visiting her son and family. Mrs. Mary Wurster spent Friday till Sunday visiting a friend who is very ill in Mabton, Wn. Mr. and Mrs. R. E. McNabb and children took her home Friday and went after her Sunday. Mr. and Mrs. Brick Ellers spent Friday in Pendleton on business.

present and future streets, alleys, bridges, and public places of the City of Hermiston, electric light and power lines and appurtenances for the purpose of supplying electricity and electric service to the City of Hermiston, the inhabitants thereof and others, subject to the terms and conditions and to the making of the payments specified in the ordinance.

THE CITY OF HERMISTON DOES ORDAIN AS FOLLOWS:

Section 1. The city of Hermiston, hereinafter called the City, does hereby grant to Pacific Power & Light Company, a corporation, and to its successors and assigns, hereinafter called the Grantee, a license and franchise for the period of five (5) years from and after the effective date of this ordinance, to construct, maintain and operate in and on the present and future streets, alleys, bridges and public places of the City, electric light and power lines, with all the necessary or desirable appurtenances, for the purpose of supplying electricity and electric service to the City and the inhabitants thereof, and to persons and corporations beyond the limits of the City, subject to the terms and conditions and to the making of the payments hereinafter specified.

Section 2. The license and franchise hereby granted shall not be exclusive; and the City expressly reserves the right, at any time during the term of the license or franchise hereby granted, to grant licenses or franchises for such purpose to other persons or corporations, as well as the right in its own name as a municipality to use said streets and public places for such purposes, in the event that the City shall hereafter decide to engage in the business of supplying electricity and electric service for municipal or other uses. If, during the term hereof, the City shall decide to engage in such business, and shall elect to acquire by condemnation or otherwise the property used by the Grantee in furnishing electric service hereunder, no value or damages of any kind shall be claimed by or allowed to the Grantee on account of the unexpired term of the license or franchise hereby granted.

Section 3. The locations and methods of installation and maintenance of all poles, wires, fixtures, underground conduits, and appurtenances shall be subject at all times to reasonable regulation by the Council of the City, or by such committee of the Council or such official of the City as may be designated by the Council; and all such poles, wires, fixtures, underground conduits and appurtenances shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. All of such poles, wires, fixtures, underground conduits, and appurtenances shall be installed and at all times maintained by the Grantee in safe order and condition and in accordance with good electric practice, and the Grantee, at its own cost and expense,

shall promptly repair all streets, alleys, bridges and public places in any way disturbed by the Grantee, and shall restore the same to as good condition as the same were in prior to the doing of any work thereon or therein by the Grantee. The Grantee shall comply with all lawful present and future charter provisions, ordinances, rules, or regulations of the City relating to the use or improvement of the streets, alleys, bridges and public places of the City.

Section 4. The service to be furnished hereunder by the Grantee shall be continuous and shall be adequate for the requirements of the City and its inhabitants, subject to accidents, interferences or interruptions beyond the reasonable control of the Grantee, and shall be furnished under such reasonable rules and regulations as the Grantee may make from time to time for the proper conduct of its business. Such service and all rates and charges therefor, and all rules and regulations pertaining thereto or to the making of necessary and proper extensions of service, shall be subject at all times to any rules, regulations and orders lawfully prescribed by the Public Utilities Commissioner of Oregon, or by any other authority having jurisdiction in the premises.

Section 5. When necessary, in order to permit any duly authorized person to move any building or other structure across or along any street, alley, bridge or public place within the City, the Grantee shall temporarily raise or remove its wires, fixtures and appurtenances upon such streets, alleys, bridges or public places, upon reasonable notice in advance from the Recorder of the City, and at such time and in such manner as may be necessary reasonably to accommodate such moving, consistently with the maintenance of proper service to the Grantee's customers; provided, however, that the cost to the Grantee of such temporary raising or removal, and of any interruption of the Grantee's service to its customers caused thereby, shall first be paid or satisfactorily secured to the Grantee by the owner or mover of such building or other structure.

Section 6. The City shall have the right, without payment or charge therefor, to attach its fire alarm or police signal wires to the poles of the Grantee, but at its own risk and only in accordance with good electrical practice. Such fire alarm or police signal wires shall be subject to interference by the Grantee only when and to the extent necessary for the proper construction, maintenance, operation or repair of the Grantee's poles, wires, fixtures, conduits, and appurtenances.

Section 7. The Grantee hereby agrees and covenants to indemnify and save harmless the City of Hermiston and the officers thereof against and from any and all claims, and all damages, cost and expense to which it or they may be subjected by reason of any acts or neglects of the Grantee, its agents or servants, in

any manner arising out of the construction, maintenance, or operation of any property of the Grantee in or on any street, alley or highway within the City of Hermiston.

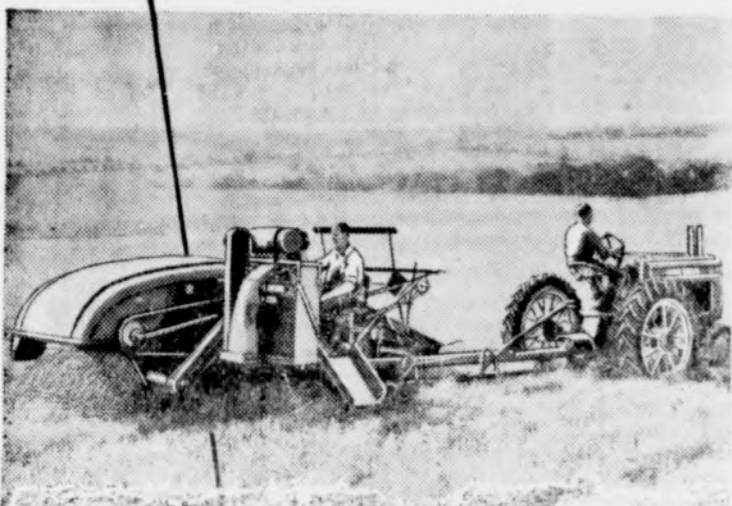
Section 8. The Grantee shall pay to the City on or before the 20th day of the month following the close of each calendar quarterly period during the term hereof, beginning with the calendar quarter ending December 31, 1941, a fee or charge equivalent to two per cent (2%) of the Grantee's gross receipts during the preceding calendar quarter from electric service furnished by the Grantee within the corporate limits of the City, other than such receipts from service to the United States of America or any agency thereof. The amounts so payable by the Grantee shall be in lieu of all other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City in respect of the use or exercise of the license or franchise granted hereby. The Grantee shall keep proper books of account, and shall make verified quarterly reports to the Recorder, within 20 days following the close of each calendar quarter, which shall contain accurate statements in summarized form of the Grantee's gross receipts from electric service furnished by it within the City, and such other information concerning the Grantee's said business as the City through its Council or Recorder may from time to time request of the Grantee.

Section 9. This ordinance shall be in full force and effect from and after the expiration of thirty (30) days after the date of its final passage by the Council and its approval by the Mayor of the City, but shall become null and void unless within thirty (30) days after such effective date the Recorder shall file in the office of the Recorder the Grantee's unqualified written acceptance hereof and of all the terms, conditions, restrictions and obligations to be complied with or performed by it hereunder.

Section 10. If the Grantee shall fail to perform or comply with any of the obligations and requirements imposed by this ordinance, after the receipt of written notice from the City of Hermiston specifying the respect in which the Grantee is deemed to be in default hereunder, and demanding that such default be remedied within a reasonable time to be fixed in such notice, the right and franchise granted hereby may be terminated and annulled by the Council of the City of Hermiston, after reasonable opportunity for the Grantee to be heard and appropriate determination with respect to such alleged default.

The foregoing is a proposed ordinance being considered by the City Council of the City of Hermiston. Anyone interested may discuss the same with the City Council at any regular meeting up to and including the meeting of February 6, 1942. CHARLES TAYLOR, Recorder of the City of Hermiston, Ore. (Dec. 11-18)

FOLLOW THE TREND....



TAKE THE SHORT CUT THROUGH HARVEST—WITH A John Deere 11-A or 12-A Combine

FOLLOW the trend at harvest time... save more grain and clean it better—do your harvesting in one quick operation with a money-saving John Deere No. 11-A or 12-A Straight-Through Combine—the small combines built for your small- or medium-sized farm.

Simple and easy to handle, these small, easy-running combines will do the work better... give faster cutting, cleaner threshing, better separation in small grains, soy beans, kaffirs, clover, and other combineable crops. No. 11-A... 5-foot swath. No. 12-A... 6-foot swath.

See these outstanding family-sized combines today. You'll be convinced that it pays to own a cost-reducing John Deere No. 11-A or 12-A Combine.

Braden-Bell Tractor & Equipment Co.

PENDLETON - PHONE 518

JOHN DEERE QUALITY IMPLEMENTS AND SERVICE

Legal Notices

LAND SALE NOTICE

NOTICE IS HEREBY GIVEN, That the undersigned, Sheriff of Umatilla County, Oregon, by virtue of an order duly made and entered herein by the County Court of Umatilla County, Oregon, on the 21st day of November, 1941, will, on the 30th day of December, 1941, at the hour of 10 o'clock in the forenoon, sell to the highest bidder for cash at the front door of the Umatilla County Court House, Pendleton, Oregon, subject to a minimum price of \$250.50 therefor, to be paid in cash, at the time of sale, the following described parcel of land, heretofore by Umatilla County, Oregon, acquired for delinquent taxes, to-wit:

Tax No. 1 Section 28, Township 4, North Range 29, E.W.M. Tax No. 8 Section 28, Township 4, North Range 29, E.W.M.

R. E. GOAD, Sheriff of Umatilla County. -Nov. 27-Dec. 25

PROPOSED ORDINANCE OF THE CITY OF HERMISTON

AN ORDINANCE granting to Pacific Power & Light Company, a corporation, and to its successors and assigns, a non-exclusive license and franchise for a period of five (5) years to construct, maintain and operate in and on the

Merry Christmas



The Christmas Season makes us happy for many reasons particularly because it gives us an opportunity to greet our own friends again and wish them Season's Greetings. May this Christmas bring you good cheer, peace and every happiness.

This organization has grown up with this community, and during good times and bad has clung steadfastly to the principle that the good will of its customers is an asset beyond all price, and we are are willing to break precedent at all times to retain it.

In this spirit of appreciation we wish for you and yours A Very Merry Christmas and a Happy New Year.

Hale's Confectionery & Sporting Goods

Roy C. Hale

Frank Bilderback

