

118345

BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF THE  
COMMONWEALTH OF PENNSYLVANIA

In re: Application of Northern Penn-  
sylvania Power Company for a certificate  
of public convenience evidencing the  
Commission's approval of the sale to it  
by J.K. Hornbeck and Julia A. Hornbeck,  
his wife, of the electric distribution  
system owned and operated by the said  
J.K. Hornbeck in the Village of Equinunk  
in the Townships of Manchester and  
Buckingham, Wayne County, Pennsylvania.

Application Docket  
No. 11829 - 1928

TO THE PUBLIC SERVICE COMMISSION OF  
THE COMMONWEALTH OF PENNSYLVANIA:

The petition of Northern Pennsylvania Power Company  
respectfully represents:

I. That your petitioner, Northern Pennsylvania Power  
Company, is a public service company of the Commonwealth of  
Pennsylvania, duly formed by consolidation and merger under the  
name of Towanda Gas & Electric Company, having received letters  
patent on January 13, 1921; that it has, by proceedings recently  
approved by your Honorable Commission, acquired by purchase all  
the property and franchises of Sayre Electric Company, North Penn  
Power Company, Susquehanna County Light and Power Company, The  
Nicholson Light, Heat and Power Company and a number of so-called  
paper companies, and is now furnishing, inter alia, under valid  
charter rights, light, heat and power, by means of electricity,  
to the public in various places in the Counties of Bradford,  
Lycoming, Potter, Susquehanna, Tioga, Wayne and Wyoming; that the  
said Northern Pennsylvania Power Company has caused applications  
to be made in its interest for charters for the Townships of  
Scott, Buckingham and Manchester, Wayne County, as will more  
fully appear by reference to petitions filed contemporaneously  
herewith for approval of the incorporation of Scott Township  
Power Company, Buckingham Township Power Company and Manchester

check # 420 of J. H. Barcher  
Amount \$ 5.00 recd. mms

filed

Township Power Company.

II. That J.K. Hornbeck is now and for some years past has been the owner of an electric distribution system located in and in the vicinity of the Village of Equinunk in the Townships of Manchester and Buckingham.

III. That the names and addresses of your petitioner's attorneys are C. Edward Paxson, 50 Pine Street, New York, N.Y., and Harold J. Ryan, 412 Washington Street, Reading, Pennsylvania.

IV. That the said J.K. Hornbeck and Julia A. Hornbeck, his wife, entered into an agreement under date of May 1, 1928 with your petitioner, Northern Pennsylvania Power Company, wherein they granted to your petitioner the option to purchase, subject to the approval of your Honorable Commission, the said electric distribution system for the sum of Five Thousand Dollars (\$5,000); that under date of June 15, 1928, your petitioner mailed a notice, as required by the terms of the said agreement, to the said J.K. Hornbeck, notifying him of its intention to exercise the said option. A copy of the said agreement and a copy of the said notice, marked "Exhibit A" and "Exhibit B", respectively, are hereto attached and made a part hereof.

V. That your petitioner, Northern Pennsylvania Power Company, subject to the approval of your Honorable Commission, is desirous of extending its charter territory to include the said Townships of Scott, Buckingham and Manchester and to acquire the physical property of J.K. Hornbeck used by the latter in distributing electric energy to the public in the Village of Equinunk in the Townships of Manchester and Buckingham and vicinity; that your petitioner is possessed of a valid charter right and is now engaged in furnishing electric service, inter alia, in the Borough of Starrucca and the Township of Preston in the said County of Wayne, which Borough and Township adjoin the said Townships of Scott, Buckingham and Manchester on the west;

that your petitioner, Northern Pennsylvania Power Company, has received applications for service in the said Townships of Scott, Buckingham and Manchester and, with the distribution system of the said J.K. Hornbeck as a nucleus, proposes to extend its line and facilities into the said Townships and furnish the desired service therein; that your petitioner, Northern Pennsylvania Power Company, being engaged in supplying electric energy in the territory adjoining the said Townships of Scott, Buckingham and Manchester, is in a better position to adequately, economically and efficiently serve the public therein, including that portion not served by the said J.K. Hornbeck; and that for the reasons hereinabove set forth the sale by the said J.K. Hornbeck and Julia A. Hornbeck, his wife, to your petitioner of the electric distribution system now owned and operated by the said J.K. Hornbeck will be beneficial from the point of view of the public service, accommodation and convenience.

WHEREFORE, your petitioner prays your Honorable Commission to issue a certificate of public convenience under the provisions of Article III, Section 3, and Article V, Section 18, of the Public Service Company Law, evidencing its approval of the said contract and of the sale by J.K. Hornbeck and Julia A. Hornbeck, his wife, of the electric distribution system owned and operated by the said J.K. Hornbeck to your petitioner, Northern Pennsylvania Power Company.

And it will ever pray, etc.

NORTHERN PENNSYLVANIA POWER COMPANY

Signed and dated this  
day of  
1928.

BY *[Signature]*  
*Asst. Secretary*



AGREEMENT made this first day of May, 1928, between J. K. HORNBECK, hereinafter called "Vendor", and Julia A., his wife, of the Village of Equinunk, Manchester Township, Wayne County, Pennsylvania, and NORTHERN PENNSYLVANIA POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called "Vendee".

WHEREAS, Vendor is the owner of certain property located along the Equinunk Creek, which forms the boundary between the Townships of Manchester and Buckingham in the said County of Wayne, and generates certain electricity by water power and also owns and operates an electric distribution system in the said Townships in and in the vicinity of the said Village of Equinunk and Vendee desires the option to purchase the said electric distribution system, together with certain of the electric generating equipment and the right to certain water power to operate the same:

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each to the other paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

FIRST. Vendor and Julia A. Hornbeck, his wife, grant unto Vendee, for a period of three (3) months from the date hereof, the option or privilege of purchasing the aforesaid electric distribution system, together with all transformers, meters, service connections, wires, poles, electrical equipment and supplies appertaining thereto and in stock, as well as such rights of way, easements, licenses, permissions or permits, as the Vendor may have to construct, operate, maintain and renew the said distribution system upon, along, over and across public highways and private property; also the 15 K.W. D.C. generator located at the Vendor's mill and the water wheel used to drive the same, together with the appurtenances to the said generator and water wheel, at

and for the price or sum of Five thousand (\$5000.00) dollars, and agree at all reasonable times during the period that this agreement is in force to submit to the agents of the Vendee all records of the Vendor pertaining to the electric distribution system and to permit the said agents to make such examination thereof as the Vendee may direct.

SECOND. Vendee agrees that if it shall be satisfied with the examinations of the property and records made and desires to accept this option, such acceptance shall be in writing directed and mailed to the Vendor at Equinunk, Wayne County, Pennsylvania, within three (3) months from the date hereof.

THIRD. Immediately upon the exercise of the option herein granted, Vendee shall make application to the Public Service Commission of the Commonwealth of Pennsylvania requesting approval of this agreement, and within thirty (30) days after the date of such approval, Vendee shall pay to Vendor the consideration provided in paragraph FIRST hereof.

Contemporaneously with the payment of the said consideration, Vendor and his wife agree to deliver to Vendee a proper instrument or proper instruments of conveyance, granting and conveying, free and clear of liens and encumbrances, to Vendee, its successors and assigns, the said electric distribution system, together with all transformers, meters, service connections, wires, poles, electrical equipment and supplies appertaining thereto and in stock, as well as such rights of way, easements, licenses, permissions or permits, as the Vendor may have to construct, operate, maintain and renew the said distribution system upon, along and over and across public highways and private property. The rights of way, easements, licenses, permissions or permits are only of such rights of way, easements, licenses, permissions or permits which the Vendors now have and own, and the Vendor do not warrant or guarantee any rights of way, easements, licenses, permissions or permits over or along the public

roads or over private lands other than that of the Vendors; also the 15 K.W. D.C. generator located at the Vendor's mill and the water wheel used to drive the same, together with the appurtenances to the said generator and water wheel, and the Vendor and his wife agree to grant to Vendee, its successors and assigns, the right and privilege to maintain the said water wheel and generator with their appurtenances on the Vendor's said mill property, with the right of ingress, egress and regress to any and all times for the purpose of repairing, replacing, maintaining or removing the same, as well as the right to sufficient water power to operate the said generator during the hours approximately between dusk and morning as the Vendor has been heretofore operating the same, as well as the further right to such water power as the Vendor may have available during the remaining hours of the day over and above that required for the operation of his mill; it being expressly understood, however, that there shall be no obligation on Vendor to keep up and maintain his dam and raceway exclusively for the operation of the said generator and water wheel, it being the intention of the parties hereto that Vendee, its successors and assigns, shall only be entitled to the water power hereinabove specified so long as Vendor, his heirs and assigns, shall for his or their own purposes continue the dam and raceway in operation.

FOURTH. Vendor shall be entitled to receive all revenues arising out of the operation of the said electric distribution system which are due and payable at the time of final settlement and shall pay all sums due or to become due by reason of the operation of the said electric distribution system prior to the said time of final settlement. Vendor further agrees to indemnify and save harmless the Vendee of and from any and all loss, cost, damage or injury arising out of any obligations or claims due at the time of final settlement or to become due thereafter arising out of the operation of the said electric distribution

system prior to the said time of final settlement.

In the event that the Public Service Commission of the Commonwealth of Pennsylvania does not approve this agreement, the same shall automatically terminate and Vendor and Vendee shall be relieved of any further obligations hereunder.

This agreement, together with all its terms and conditions, shall be binding upon and emure to the benefit of the heirs, executors, administrators, successors or assigns, as the case may be, of Vendor and Vendee.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, in duplicate, as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

M. E. SIMONS

S. FRANK CORY

J. K. HORNBECK (SEAL)

JULIA A. HORNBECK (SEAL)

NORTHERN PENNSYLVANIA POWER COMPANY  
By:

W. B. GOUDEY  
Agent

COMMONWEALTH OF PENNSYLVANIA )  
  : SS.  
COUNTY OF WAYNE )

On this first day of May, 1928, before me, a Notary Public, came the above named J.K. HORNBECK and Julia A., his wife, who acknowledged the foregoing instrument to be their act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

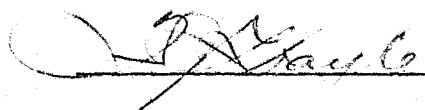
(SEAL)

S. FRANK CORY  
Notary Public

My commission expires  
February 25, 1929

I, F.J.L. DOYLE, Assistant Secretary of Northern Pennsylvania Power Company, hereby certify that the above and foregoing is a true, accurate and complete copy of agreement, dated May 1, 1928, between J.K. Hornbeck and Julia A. Hornbeck, his wife, and Northern Pennsylvania Power Company.

Witness my hand and seal this 15 day of June  
1928.

  
\_\_\_\_\_  
(SEAL)

June 13 , 1928

Mr. J. K. Hornbeck,  
Equinunk, Wayne County, Pennsylvania.

Dear Sir:

This is to advise you that Northern Pennsylvania Power Company is desirous of exercising the option which you granted to it under date of May 1, 1928, of purchasing the electric property therein referred to.

Northern Pennsylvania Power Company will immediately make application to the Public Service Commission for approval of the option agreement and, if the same is approved, will be prepared to make settlement within thirty (30) days after the date of such approval on the terms stated in the option agreement.

Yours very truly,

NORTHERN PENNSYLVANIA POWER COMPANY  
By:

E. E. YENSEL

Assistant General Manager

Exhibit "B"

BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF THE  
COMMONWEALTH OF PENNSYLVANIA

In re: Application of Norther  
Pennsylvania Power Company  
for a certificate of public  
convenience evidencing the  
Commission's approval of the  
sale to it by J.K. Hornbeck  
and Julia A. Hornbeck, his  
wife, of the electric distri-  
bution system owned and  
operated by the said J.K.  
Hornbeck in the Village of  
Equinunk in the Townships of  
Manchester and Buckingham,  
Wayne County, Pennsylvania.

A.D. No.

- 1928

PETITION

C. EDWARD PAXSON  
50 Pine Street, New York, N.Y.  
HAROLD J. RYAN  
412 Washington St., Reading, Pa.  
Solicitors for Petitioner

BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF THE  
COMMONWEALTH OF PENNSYLVANIA

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A-19329  
JUL 9-1928  
OFFICE OF SECRETARY  
OF PUBLIC SERVICE

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A. Hornbeck, his wife, of the electric )  
distribution system owned and operated )  
by the said J.K. Hornbeck in the Village )  
of Equinunk in the Townships of Man- )  
chester and Buckingham, Wayne County, )  
Pennsylvania.

Application Docket  
No. 19320 -1928.

STATE OF PENNSYLVANIA }  
COUNTY OF WAYNE } SS.

On this 6th day of July, , A.D. 1928, before  
me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Irving S. Dix who, being  
duly sworn according to law, deposes and says, that he is the  
Editor of the WAYNE COUNTY CITIZEN  
published in the Borough of Honesdale , County of Wayne  
and State of Pennsylvania; and that the annexed is a true copy of  
a notice in the above matter published in said publication in the  
regular issues of June 26th and July 3rd , 1928.

Irving S. Dix

Sworn and subscribed before  
me the day and year aforesaid.

Thomas A. Henry  
Notary Public.

My commission expires March 25-1929.

*File*

DOCKETED  
APPLICATION DOCKET  
JUL 10 1928  
RECORD  
FOLDER

7 No. 2

*2021*

BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF THE  
COMMONWEALTH OF PENNSYLVANIA

In re: Application of Northern  
Pennsylvania Power Company for  
a certificate of public con-  
venience evidencing the Com-  
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to it by J.K. Hornbeck and  
Julia A. Hornbeck, his wife,  
of the electric distribution  
system owned and operated by  
the said J.K. Hornbeck in the  
Village of Equinunk in the  
Townships of Manchester and  
Buckingham, Wayne County,  
Pennsylvania.

PROOF OF PUBLICATION

Application Docket  
No. 19329-1928.

C. EDWARD PAXSON  
50 Pine Street, New York, N.Y.  
HAROLD J. RYAN  
412 Washington St., Reading, Pa.  
Solicitors for Applicants.