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ARIZONA CORPORATION COMMISSION

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2011 JUN 27 P 3:00

AZ CORP COMMISSION  
DOCKET CONTROL

June 27, 2011

TO: Parties of Record

RE: Docket No. W-03514A-07-0386 et al. - Steve Prahin and Rebecca Sigeti v. Payson Water Co., Inc. W-03514A-08-0047

Enclosed please find a copy of an e-mail correspondence received by Administrative Law Judge Nodes from Rebecca Sigeti. It appears that other parties of record were not copied with the e-mail. A copy of the e-mail has been docketed. All parties should submit any future correspondence directly to Docket Control, along with the appropriate number of copies, and should serve a copy on all other parties to the proceeding.

Regards,

Debbi Person  
Assistant to ALJ Dwight D. Nodes  
Hearing Division

Enclosure

Arizona Corporation Commission  
DOCKETED

JUN 27 2011

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1200 WEST WASHINGTON STREET; PHOENIX, ARIZONA 85007-2927 / 400 WEST CONGRESS STREET; TUCSON, ARIZONA 85701-1347

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This document is available in alternative formats by contacting Shaylin Bernal, ADA Coordinator, voice phone number 602-542-3931, E-mail [SBernal@azcc.gov](mailto:SBernal@azcc.gov).

## Dwight Nodes

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**From:** Rebecca Sigeti [sigeti@hughes.net]  
**Sent:** Friday, June 24, 2011 4:57 PM  
**To:** Dwight Nodes  
**Subject:** Conference Call BrookeUtilities

Judge Nodes

I wanted to let you know that we did have a conference call with Mr. Black, Mr. Hardcastle, Ms. Humprey from your office.

It seems as a non partial party the Ms. Humprey was supposed to be it was clear she was on the side of Mr. Black & Mr Hardcastle and repeatedly told us that we would be fined if water stopped flowing from the Elusive Acres Well (the well in question of ownership). Ms. Humprey did not talking regarding the law than Mr. Black and/or Mr. Hardcastle and I was a little dissappointed that Ms. Humprey took the position that we were the bad guys and the company was the good guy, when they are the ones that stole the Land & property to begin with.

Also we were threatened with monetary damages should we stop the flow of water, but low and behold I come home from work today and find out that Brooke Utilities service people have been at the storage site all day and now we have no water. It is 5:00 p.m. Friday June 24th and we don't have water!!! Does Brooke Utilities get threathen now with monetary damages since they have turned off my water??

I assume I don't have water because now I am being picked on for giving my opionion and giving my documents of which I believe I have proof of ownership.

We seem to have come to a decision from our conversations today that it is up to us to prove ownership, not up the company that says they have ownership but no prove of such. What happened to the ACC working for the people?

What happened to the ACC proptecting the public and their services??

What happened to the ACC being a neutral party and just being available to listen to conversation and report back to your office on the status.

At this point I don't see any alternatives but to get an attorney and have him review all my documents and give me an opionion on how I need to proceed in this matter. I don't see any resolution coming from the ACC and/or the company which refuses to provide us with any documentation other than a water extension agreement that they say was enforced. However, I sent an avadavit signed by Mr. Boroski to all parties on Thursday that states he did not give access to easement and/or exention of his well system to anyone. I was told by Ms. Humprey that none of that matters that because the company says they have a signed extension agreement that's ok. I asked even though this supposed exention agreement was never adhered to and payment was never made it is still in effect?? Ms. Humpreys reply was that is Boroski's problem and since he did not follow up within 10 years the agreement stands. This makes no sense to me!! A company can just have a document signed by someone not adhere to the payment arrangements on that document and in essence steal from the person but they still can retain ownership even without adhering to the agreement??? That would be like me buying a house not paying for it for 10 years but because the bank never asked for the money I get the house for free?? Makes not sense to me.

I just wanted to let you know what my thoughts were on todays conversations. I am dissappointed in the way that Ms Humpreys seems to be on the side of the company, and I am also dissappointed that we can't get anyone to see that the company took the well and never paid for it??

Thanks