

ORIGINAL

FORMAL COMPLAINT



0000173409

1 JR STANDRING, ATTORNEY AT LAW  
 James R. Standring (No. 032706)  
 2 3801 North Swan Road  
 Tucson, Arizona 85718  
 3 Telephone: (281) 948-2879  
 Email: James.Standring@azbar.org

RECEIVED  
 RECEIVED  
 AZ CORP COMMISSION SEP 15 2016  
 DOCKET CONTROL  
 2016 SEP 19 AM 10 30  
 ARIZONA CORP COMMISSION  
 400 W. CONGRESS - STE 218  
 TUCSON, AZ 85701

4 Attorney for Linda Briscall



BEFORE THE ARIZONA CORPORATION COMMISSION

7 IN THE MATTER OF THE COMPLAINT  
 OF LINDA BRISCALL AGAINST  
 8 SANDARIO WATER COMPANY, INC.  
 FOR FAILURE TO COMPLY WITH THE  
 9 ARIZONA CORPORATION  
 COMMISSION'S ORDERS, RULES, AND  
 10 REGULATIONS

DOCKET NO.  
 W-01831A-16-0328  
 COMPLAINT

Arizona Corporation Commission  
 DOCKETED  
 SEP 19 2016

DOCKETED BY

11  
 12 Linda Briscall, a natural person acting in her individual capacity ("Briscall"), for her  
 13 Complaint against Sandario Water Company, Inc. ("Sandario"), an Arizona public service  
 14 corporation, alleges:

15 1. The Arizona Corporation Commission ("Commission") has jurisdiction, pursuant  
 16 to A.R.S. § 40-246, to hear complaints against public service corporations for any alleged  
 17 failure to comply with the Commission's orders, rules and/or regulations. The Commission has  
 18 jurisdiction to supervise and regulate public service corporations pursuant to Article XV, Section  
 19 2 of the Arizona Constitution and Title 40 of the Arizona Revised Statutes.

20 2. Respondent Sandario is a public service corporation as defined by Article XV,  
 21 Section 2 of the Arizona Constitution.

1           3.       Prior to February, 2005, Briscall purchased a tract of land originally known as  
2 12535 W. Mile Wide Road in Pima County, Arizona (the "Property"). The Property lies entirely  
3 within Sandario's service area. A legal description of the Property is attached hereto as Exhibit  
4 "A" and incorporated herein by reference.

5           4.       On or about January 31, 2005, Briscall completed an Application for Water  
6 Service, and tendered that completed application, together with her check in the amount of  
7 \$170.84, to Sandario. A copy of the completed Application for Water Service is attached hereto  
8 as Exhibit "B" and incorporated herein by reference.

9           5.       On or about February 11, 2005, Briscall received by facsimile machine a  
10 proposal from MJK Backhoe Arizona, addressed to Southwestern Utility Management, Inc.  
11 ("Southwestern"), as agent for Sandario, which listed the costs to construct the water line  
12 extension to the Property (the "Line Extension"). The total estimated cost of the project  
13 provided in the proposal from MJK Backhoe Arizona was \$7,762.88 (the "Construction  
14 Estimate"). A copy of the proposal is attached hereto as Exhibit "C" and incorporated herein by  
15 reference.

16           6.       On or about February 20, 2005, Sandario, through its agent, Southwestern,  
17 furnished to Briscall an unsigned copy of a proposed contract to construct the Line Extension.  
18 The proposed contract specified that the Construction Estimate was "a refundable advance in  
19 aid of construction"; specified that an additional \$1,200.00 was "a refundable advance for  
20 Southwestern Utility inspection"; specified that an additional \$800.00 was "a refundable  
21 advance for plans"; and specified that these amounts totaled \$9,762.88. Briscall was never  
22 advised, prior to her signing the proposed contract, that Southwestern was acting as the agent  
23 for Sandario.

24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

7. Neither Sandario nor Southwestern, as its agent, ever furnished to Briscall a copy of the rules of the Arizona Corporation Commission covering main extension agreements (the “Main Extension Agreement Rules”), as required under A.A.C. R14-2-406(B)(3).

8. On or about February 24, 2005, Briscall signed the proposed contract (with Briscall's signature, the “Proposed Contract”), and furnished to Sandario the Proposed Contract together with the sum of \$9,762.88, being the total required under the terms of the Proposed Contract to construct the Line Extension (the “Advanced Costs”). A copy of the Proposed Contract is attached hereto as Exhibit “D” and incorporated herein by reference.

9. The Proposed Contract included a signature line, left unsigned, for Philipp Patch, a natural person, who owned a parcel of land in proximity to the Property. According to the plans for construction, the Line Extension was to pass under or adjacent to a parcel of land owned by Patch. At the time Briscall signed the Proposed Contract, Briscall consented to a portion of the revenue from the sale of water to be delivered through the Line Extension being paid to Patch. Briscall had verbally consented to this arrangement because of the proximity of the path of the Line Extension to the parcel of land owned by Patch, and because Briscall believed that she would ultimately recover all of her Advanced Costs. According to a Disclaimer signed by Patch on August 18, 2016 (the “Patch Disclaimer”), Patch “did not pay any of the costs of construction of the water line extension leading to” the Property, and disclaims “any interest in additional revenue from the sale of water passing through the water line extension leading to” the Property. A copy of the Patch Disclaimer is attached hereto as Exhibit “E” and incorporated herein by reference.

1           10.     Briscall has never received a copy of the Proposed Contract bearing the signature  
2 of anyone authorized by either Sandario or by Southwestern, as its agent, to sign the same, in  
3 violation of A.A.C. R14-2-406(C)(2) and R14-2-406(G).

4           11.     Briscall was never provided a copy of a Certificate of Approval to Construct the  
5 Line Extension.

6           12.     Briscall believes that construction of the Line Extension was completed later in  
7 2005 or early in 2006, but does not know the date on which construction of the Line Extension  
8 was completed.

9           13.     On or about April 19, 2006, Briscall received a check from Sandario, Check No.  
10 2567, in the amount of \$800.00. The check stub to this check identified the payment as,  
11 “Refund for Cost of Line Extension Plans”. A copy of the check stub to this check is attached  
12 hereto as Exhibit “F” and incorporated herein by reference.

13           14.     Beginning in 2006, and ending in 2014, Briscall occasionally, although not every  
14 year, received a check from Sandario. The check stub for each such check either failed to note  
15 the purpose of the payment, or identified the purpose of the payment as “Line Rebate” or “Line  
16 Extension Rebate”. Copies of the check stubs to these checks, together with three (3) statements  
17 of account (the “Statements”), are attached hereto as Exhibit “G” and incorporated herein by  
18 reference. Note that on each of the Statements, the total “Contract Amount” is stated to be  
19 \$4,881.44, which is incorrect – that figure would be correct only if Patch had been a party to the  
20 Proposed Contract and advanced one-half of the Advanced Costs. However, Patch never paid  
21 *any* of the costs of constructing the Line Extension. The Statements contributed to confusion  
22 over the terms of Main Extension Agreements generally, and the Proposed Contract in  
23  
24

1 particular, and further evidence poor record keeping by Sandario and its agent, Southwestern, in  
2 violation of A.A.C. R14-2-411(D).

3 15. In October 2015, Briscall received two (2) checks from Sandario, representing  
4 the last payments she has received from Sandario. The check stub to each of these checks  
5 identified the purpose of the payment as "Final Reimbursement". Copies of the check stubs to  
6 these two (2) checks are attached hereto as Exhibit "H" and incorporated herein by reference.

7 16. From October 2, 2015, through and including October 22, 2015, Briscall and Mr.  
8 Keith Dojaquez of Southwestern ("Dojaquez") exchanged emails regarding Briscall not having  
9 received certain "rebate checks". Printouts of these email exchanges are attached hereto as  
10 Exhibit "I" and incorporated herein by reference. Although in one of these emails dated October  
11 2, 2015, Dojaquez advised Briscall that the last of the October 2015 checks was "your last  
12 reimbursement per the agreement", neither Sandario nor Southwestern, as its agent, ever  
13 furnished to Briscall a copy of the Main Extension Agreement Rules as required under A.A.C.  
14 R14-2-406(B)(3).

15 17. On November 2, 2015, Briscall and Dojaquez exchanged emails regarding  
16 Briscall not receiving close to the Advanced Costs. Printouts of these email exchanges are  
17 attached hereto as Exhibit "J" and incorporated herein by reference. Note that in the email from  
18 Dojaquez to Briscall dated November 2, 2015, at 21:43:30, Dojaquez *requested a copy* of the  
19 Proposed Contract between Sandario and Briscall. Also, in this same email, Dojaquez *referred*  
20 to "the Arizona Administrative Code Title 14 Chapter 2 article 406 d. Main Extension  
21 Agreements" (referred to elsewhere herein as the "Main Extension Agreement Rules"). Again,  
22 neither Sandario nor Southwestern ever furnished to Briscall a copy of the Main Extension  
23 Agreement Rules as required under A.A.C. R14-2-406(B)(3).

24

1           18.     By letter from Briscall addressed to Dojaquez dated March 16, 2016, Briscall  
2 repeated her demand for the difference between the Advanced Costs (\$9,762.88) and the total  
3 amount rebated or refunded to her under the Proposed Contract (\$1,422.61). A copy of this letter  
4 is attached hereto as Exhibit "K" and incorporated herein by reference.

5           19.     From March 25, 2016, through and including April 7, 2016, Briscall and  
6 Dojaquez exchanged emails regarding terms of the Proposed Contract. Printouts of these email  
7 exchanges are attached hereto as Exhibit "L" and incorporated herein by reference. In his April  
8 7, 2016 email to Briscall, Dojaquez itemized the amounts comprising the Advanced Costs,  
9 namely \$7,762.88 for "Construction"; \$1,200.00 for "Inspections"; and \$800.00 for "plans",  
10 totaling \$9,762.88. As previously noted herein, this total conflicts with the "Contract Amount"  
11 specified on the Statements included in Exhibit "G" attached hereto. In addition, Dojaquez  
12 never explained to Briscall why the \$800.00 for "plans" was refunded to her, but the \$1,200.00  
13 for "Inspections" (by Southwestern) was not.

14           20.     After Briscall retained the undersigned as her attorney, the undersigned prepared  
15 a letter dated April 19, 2016, addressed to Southwestern, as agent for Sandario, and sent that  
16 letter to Dojaquez and Southwestern by email and by First Class Mail. A copy of this letter is  
17 attached hereto as Exhibit "M" and incorporated herein by reference. Although the undersigned  
18 received an emailed acknowledgment from Dojaquez that he had received the letter and was  
19 forwarding same to counsel for Southwestern, the undersigned has received no further  
20 communication regarding either this letter or this matter from Sandario, Southwestern, or the  
21 counsel for either.

22           21.     As a final effort to reach a settlement of this matter without litigation, at the  
23 request of Briscall, the undersigned prepared a Notice of Intent to File Complaint dated July 8,  
24

1 2016 (the "Notice"), and sent the Notice to Dojaquez and Southwestern, as agent for Sandario,  
2 by email and by First Class Mail. A copy of the Notice is attached hereto as Exhibit "N" and  
3 incorporated herein by reference. The undersigned has received no response to the Notice.

4 22. Briscall contends that the failure of Sandario to comply with the rules and  
5 regulations of the ACC identified herein above prevented her from being fully informed of the  
6 terms of Main Extension Agreements generally, and the Proposed Contract in particular, and  
7 therefore prevented her from opting out of advancing construction costs herself and choosing  
8 instead to make arrangements with other parties for those other parties to pay all, or to share  
9 with her the costs of construction of the Line Extension.

10 23. Briscall further contends that the failure of Sandario to comply with the rules and  
11 regulations of the ACC identified herein above, including but not limited to its poor record  
12 keeping, extended well beyond the term of the Proposed Contract, and beyond October 2015,  
13 being the month during which Sandario made its last payment to Briscall, tolling any limitations  
14 period.

15 **COMPLAINT**

16 **Count One**

17 **(Violation of A.A.C. R14-2-406(B)(3))**

18 24. Briscall incorporates the allegations of Paragraphs 1 - 23 into this count.

19 25. A.A.C. R14-2-406(B)(3) required Sandario to provide to Briscall a copy of the  
20 Main Extension Agreement Rules prior to Briscall signing the Proposed Contract. As detailed  
21 herein above, neither Sandario nor Southwestern, as its agent, has ever provided to Briscall,  
22 either before she signed the Proposed Contract, or afterward, a copy of the Main Extension  
23 Agreement Rules, in violation of A.A.C. R14-2-406(B)(3).

1 **Count Two**

2 (Violations of A.A.C. R14-2-406(C)(2) and R14-2-406(G))

3 26. Briscall incorporates the allegations of Paragraphs 1 - 25 into this count.

4 27. A.A.C. R14-2-406(C)(2) and R14-2-406(G) required Sandario to provide to  
5 Briscall a copy of the Proposed Contract signed by Sandario. As detailed herein above, neither  
6 Sandario nor Southwestern, as its agent, ever provided to Briscall, prior to construction of the  
7 Line Extension or afterward, a copy of the Proposed Contract signed by Sandario, in violation  
8 of A.A.C. R14-2-406(C)(2) and R14-2-406(G).

9 **Count Three**

10 (Violations of A.A.C. R14-2-406(M))

11 28. Briscall incorporates the allegations of Paragraphs 1 - 27 into this count.

12 29. A.A.C. R14-2-406(M) required Sandario, prior to construction, to: (a) obtain  
13 from the Arizona Department of Health Services a Certificate of Approval to Construct; and (b)  
14 file the Proposed Contract (signed by Sandario as required under A.A.C. R14-2-406(C)(2) and  
15 R14-2-406(G)) accompanied by a Certificate of Approval to Construct with the Utilities  
16 Division of the ACC. As detailed herein above, because Briscall has never received a copy of  
17 the Proposed Contract signed by Sandario, Briscall believes, and therefore alleges, that neither  
18 Sandario nor Southwestern, as its agent, ever obtained from the Arizona Department of Health  
19 Services, prior to construction of the Line Extension, a Certificate of Approval to Construct; and  
20 that neither Sandario nor Southwestern, as its agent, ever filed with the Utilities Division of the  
21 ACC, prior to construction of the Line Extension, the Proposed Contract signed by both Briscall  
22 and by Sandario, accompanied by a Certificate of Approval to Construct obtained from the  
23 Arizona Department of Health Services; and that the Proposed Contract was never approved by

1 the Utilities Division of the ACC, each and in any combination being violations of A.A.C. R14-  
2 2-406(M).

3 **Count Four**

4 **(Violation of A.A.C. R14-2-406(M))**

5 30. Briscall incorporates the allegations of Paragraphs 1 - 29 into this count.

6 31. A.A.C. R14-2-406(M) required Sandario to pay to Briscall all, or 100%, of the  
7 Advanced Costs upon its failure to timely file with the Utilities Division of the ACC the  
8 Proposed Contract signed by both Briscall and by Sandario, accompanied by a Certificate of  
9 Approval to Construct obtained from the Arizona Department of Health Services, followed by  
10 the approval thereof by the Utilities Division of the ACC, all prior to construction of the Line  
11 Extension. As detailed herein above, Sandario has paid to Briscall only \$1,422.61 as of the date  
12 of the filing of this Complaint, in violation of A.A.C. R14-2-406(M).

13 **Count Five**

14 **(Violations of A.A.C. R14-2-411(D))**

15 32. Briscall incorporates the allegations of Paragraphs 1 - 31 into this count.

16 33. A.A.C. R14-2-411(D)(1) required Sandario “to keep general and auxilliary  
17 accounting records...necessary to give complete and authentic information as to its properties  
18 and operations.”

19 34. A.A.C. R14-2-411(D)(2) required Sandario “to maintain its books and records in  
20 conformity with the NARUC Uniform Systems of Accounts for Class A, B, C and D Water  
21 Utilities.”

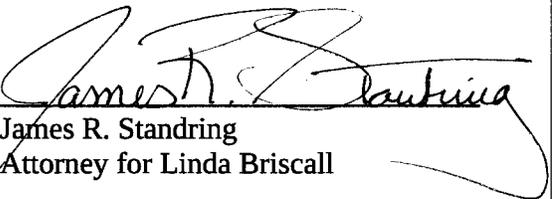


1 plus any and all penalties and attorney fees as allowed under the rules and regulations of the  
2 A.C.C.; and, in addition to A or B,

3 C. Any other such relief that the Commission deems proper and necessary to  
4 preserve the public convenience and necessity.

5 DATED this 15<sup>th</sup> day of September, 2016.

7 JR STANDRING, ATTORNEY AT LAW

8  
9 By   
10 James R. Standring  
11 Attorney for Linda Briscall

11 Original and thirteen (13) copies  
12 of the foregoing were filed  
13 this 15<sup>th</sup> day of September, 2016, with:

14 Docket Control  
15 Arizona Corporation Commission  
16 400 West Congress Street, Suite 221  
17 Tucson, Arizona 85701

18 A copy of the foregoing was mailed certified  
19 this 15<sup>th</sup> day of September, 2016, to:

20 Tom M. Broderick, Director Utilities Division  
21 Arizona Corporation Commission  
22 1200 W. Washington Street  
23 Phoenix, Arizona 85007

24 and to

25 Connie Walczak, Program Manager, Consumer Services  
26 Utilities Division  
27 Arizona Corporation Commission  
28 1200 W. Washington Street  
29 Phoenix, Arizona 85007

1 A copy of the foregoing was mailed certified  
this 15<sup>th</sup> day of September, 2016, to:

2

3 Sandario Water Company, Inc.  
4 c/o Southwestern Utility Management, Inc.  
2015 Forbes Blvd., Suite 107  
Tucson, Arizona 85745

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

# Exhibit A

the following described property situate in **Pima County, Arizona**:

**PARCEL NO. 1:**

**A PORTION OF LOT 4, OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THE EAST 196.48 FEET OF THE WEST 646.98 FEET OF SAID LOT 4 LYING NORTH OF THE RIGHT OF WAY OF SAN JOAQUIN ROAD;**

**EXCEPT THE NORTH 473.46 FEET THEREOF.**

**PARCEL NO. 2**

**AN EASEMENT FOR EGRESS, INGRESS AND PUBLIC UTILITIES OVER THE FOLLOWING DESCRIBED PROPERTY:**

**THE WEST 30 FEET OF THE EAST 31 FEET OF THE WEST 646.98 FEET OF THE NORTH 473.46 FEET OF SAID LOT 4;**

**EXCEPT THE NORTH 30 FEET THEREOF.**

# Exhibit B

# SANDARIO WATER CO.

2102 N. Forbles Blvd., Suite 107  
Tucson, AZ 85745

P.O. Box 85160  
Tucson, AZ 85754

(520) 623-5172  
(800) 315-5333 [In-state only]

## APPLICATION FOR WATER SERVICE

Print Name: LINDA M. BRISCALL Soc. Sec. # [REDACTED]

Billing Address: P.O. BOX 90753 (Service Address: 12535 W. Mile Wide Rd)

City/State/Zip: TUCSON AZ 85745

Phone Number: 520-780-0315

Applicant: Tenant  Agent  Owner's Name LINDA BRISCALL

A date for installation must be approved by the field supervisor before any work on the meter installation will begin. After date has been approved, the installation shall be completed within ten (10) working days. I hereby apply for water service at the premises stated below, and I agree to use and pay therefore in accordance with the rates and rules legally in effect and on file with the Arizona Corporation Commission.

Meter Deposit	\$	<u>100.00</u>
Security Deposit	\$	<u>55.00</u>
Establishment Fee	\$	<u>15.00</u>
Tax	\$	<u>.84</u>
Total	\$	<u>170.84</u>

*pd check # 103*

Please complete this application and return along with payment for total deposit to:  
**SANDARIO WATER COMPANY**  
**P.O. Box 85160**  
**Tucson, AZ 85754**

\*\*\* PLEASE INCLUDE A COPY OF A LEGAL DESCRIPTION OF THE PROPERTY. \*\*\*

Signature: [Signature] Date: January 31, 2005

OFFICE USE ONLY			
Account #:	Lot:	Block:	Service ID #: <u>SAN</u>
Service Address: <u>12535 W. Mile Wide Rd</u>	Meter Size: <u>5/8 X 3/4</u>		
Meter Type: _____	Meter #: _____	Starting Meter Read _____	
Svc. Order Date: _____	Svc. Order #: _____	Begin. Date of Svc: _____	
Date Faxed: _____	To: _____		
Applic. #: _____	Date Rcvd. _____	Check / MO # _____	

# Exhibit C



FROM : S/W UTILITY  
FROM : WE D: ARIZONA

FAX NO. : 520 792 0377

FAX NO. : 5206825996

Feb. 22 2005 03:53PM P1

Feb. 11 2005 05:20PM P2

## **MJK BACKHOE ARIZONA**

12810 N. ANWAY RD  
PO BOX 541  
MARANA, ARIZONA 85653  
ROC#190402  
OFFICE 520-682-5996  
CELL 520-400-8802  
FAX 520-682-5996

backhoeaz@yahoo.com

February 11, 2005

SOUTHWEST UTILITY MANAGEMENT, INC.  
PO BOX 95160  
TUCSON, ARIZONA  
520-623-5172  
520-792-0377 FAX

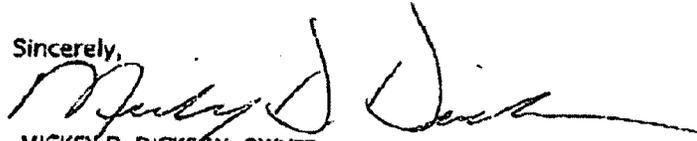
### **PROPOSAL**

RE: MAIN WATER LINE EXTENSION  
LINDA BRISCALL PROPERTY  
12535 W. MILE WIDE RD.

The following proposal includes all labor, equipment, excavation, materials and supplies necessary for the completion of a 4" water main line extension to the Linda Briscall property located at 12535 W. Mile Wide Rd. to the specifications of the provided engineers plan. Below, you will find a breakdown of the proposed cost for completion of the project to the satisfaction of the Project Owner and the Pima County Department of Environmental Quality.

MATERIALS, INCLUDING ALL REQUIRED PRESSURE TESTING EQUIPMENT AND ALL REQUIRED CONCRETE	\$3212.88
EXCAVATION, INCLUDING ALL EQUIPMENT, LABOR, BACKFILL, AND REQUIRED COMPACTION	\$4550.00
TOTAL PROPOSED COST OF PROJECT	\$7762.88

Sincerely,



MICKEY D. DICKSON, OWNER

# Exhibit D

Sandario Water  
Fax - 792-0377

"Elaine"  
Phone 623-5172

LINE EXTENSION AGREEMENT

info@southwesternutility.com

THIS AGREEMENT, made and entered into this 28 day of February, <sup>2005</sup> by and between Sandario Water Company Inc., an Arizona Corporation, hereinafter called the "UTILITY", and Linda M. Briscall and Phillip Patch hereinafter called the "APPLICANT".

WITNESSETH

Check to be sent  
to me yearly 8/31  
5% (Phillip Patch gets

WHEREAS, the applicant is desirous of securing water to the area know as 12535 W. Mile Wide Road, a portion of Lot 4, Section 4, T14S, R11E, Pima County, Arizona, and will advance monies in aid of construction for such purposes; and,

other  
5%  
but he  
should not  
as never  
pa.

WHEREAS, the Utility is willing to supply water to Applicant in accordance with the rules and Regulations of the Arizona Corporation Commission, and in accordance with the terms of this Agreement, noting that the applicant's land lies outside the Utility's Franchise Area.

Utility warrants that the new water facilities constructed under this agreement shall be free and clear of all liens which could occur from said construction.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein below, the parties hereto agree as follows:

1. In accordance with the plans submitted by LDC Engineering the Utility agrees to install 442 feet of 4 inch water main together with the necessary valves, fittings, hydrants, services (except meters) and related necessary items for the purpose of furnishing water to the property above described. A copy of said plans is attached as Exhibit "C" and made a part of this Agreement by reference.

2. The Applicant will pay to the Utility upon signing this Agreement the sum of \$9,762.88, (of which \$800 was paid in advance) receipt of which is hereby acknowledged by the Utility, of which

- (1) \$7,762.88 is a refundable advance in aid of construction;
- (2) \$1,200.00 is a refundable advance for Southwestern Utility inspection, and
- (3) \$ 800.00 is a refundable advance for plans. — Received Refund 4/19/2006

For a total of \$9,762.88.

3. The itemized cost estimate of the facilities to be constructed pursuant to this Agreement is attached hereto and made a part hereof as Exhibit "B".

4. The Utility agrees to refund to the Applicant, in accordance with the Rules and Regulations of the Arizona Corporation Commission applicable to line or main extension agreements, ten percent (10%) of the gross annual revenue from water sales to each bona fide customer whose service line is connected to the main(s) covered by this Agreement, for a period of ten (10) years commencing with the date of completion of the construction covered by this Agreement. Refunds shall be made by the Utility on or before August 31st of each year covering any refunds owing from water revenues received during the preceding July 1st through June 30th period. Any balance remaining subject to refund at the end of this ten year period shall become non-refundable, or at the Utility's option, the Utility may continue to refund until the entire refundable amount of the contract is

paid. The aggregate refunds shall in no event exceed the total of the refundable advance received from the Applicant. No interest shall be paid on any outstanding balance.

5. All water facilities installed under this Agreement shall be the sole property of the Utility, and the person making advances in aid of construction pursuant to the terms of this Agreement shall have no right, title or interest in any such facilities.

6. The size, design, type and quality of materials and of the system, location in the ground and manner of installation, shall be specified by the Utility and shown on the approved construction plans, (Exhibit "C").

7. This agreement shall be subject to the Applicant providing to Utility valid recordable easements and required surveying, over, under and across all portions of the main and pipeline routs as may be necessary to serve each parcel or lot within the Applicant's new subdivision, tract, development or project. The Applicant agrees that all easements and right-of-way that are used by the Utility shall be free of obstacles which may interfere with the construction of Utility's water facilities. If Applicant's subdivision, tract, development or project involves road construction, all roads and drainageways will be brought to grade by the Applicant prior to the commencement of the installation of the Utility's water facilities. If any streets, roads, alleys or drainageways are installed at a different grade or location after the beginning of the installation or water facilities, the Applicant shall bear all costs incurred by the Utility, non-refundable, to relocate water facilities as a result of said facilities having improper coverage or location.

8. The Applicant agrees to pay to the Utility any additional cost incurred as a result of design changes made or caused by the Applicant or his agent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized individuals on the day, month and year first above written.

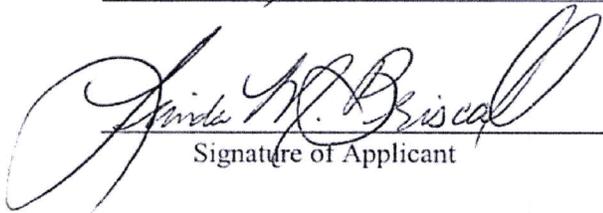
Applicant: ACKNOWLEDGMENT

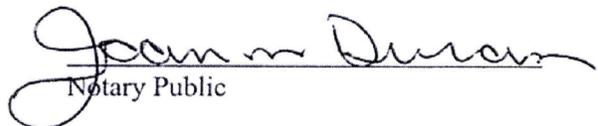
Name: Linda M. Briscall

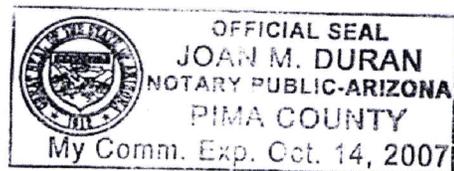
Address: P.O. Box 90753  
Tucson, AZ 85752

Date: Feb 24 2005

October 14 2005  
My Commission Expires

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Notary Public



Applicant:

ACKNOWLEDGMENT

Name: Phillip Patch

→ Virginia (line went through 2 of patch's lots)

Address: \_\_\_\_\_

Date: \_\_\_\_\_

? He never pd. why to him

\_\_\_\_\_

\_\_\_\_\_

My Commission Expires

\_\_\_\_\_

\_\_\_\_\_

Signature of Applicant

Notary Public

ACKNOWLEDGMENT

By: \_\_\_\_\_

E.H. Lewis

Title: President

Sandario Water Company

ACKNOWLEDGMENT

State of AZ )

)

ss

County of Pima )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

E.H. Lewis

as Owner of Sandario Water Company, Inc.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

\_\_\_\_\_

Received 8/31/06 - \$27.70  
8/31/07 - \$50.94

# Exhibit E

## DISCLAIMER

WHEREAS, I am acquainted with Linda Briscall, who owned the tract of land located at 12535 West Mile Wide Road in Pima County, Arizona (the "*Briscall Tract*"); and

WHEREAS, I owned a tract of land in proximity to the Briscall Tract; and

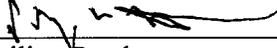
WHEREAS, I am aware that a water line extension leading to the Briscall Tract was constructed, and that this water line extension passes through or near the tract of land that I owned; and

WHEREAS, I did not pay any of the costs of construction of the water line extension leading to the Briscall Tract; and

WHEREAS, I received revenue from the sale of water passing through the water line extension leading to the Briscall Tract.

NOW, THEREFORE, I, Philipp Patch, hereby disclaim any interest in additional revenue from the sale of water passing through the water line extension leading to the Briscall Tract.

SIGNED this 18<sup>th</sup> day of August, 2016.

  
\_\_\_\_\_  
Philipp Patch

# Exhibit F

X RECEIVED *John D. Smith*

No. 973077397

800.00

*Refunded.  
4/19/2006*

**SANDARIO WATER CO., INC.**

2567

Linda Briscall			4/19/2006			
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
04/19/2006	Bill		800.00	800.00		800.00
				Check Amount		800.00

131100 - Wells Fargo Ban Refund for Cost of Line Extension Plans 800.00

# Exhibit G

SANDARIO WATER CO., INC.

2780

Linda Briscall

Date	Type	Reference	Original Amt.	Balance Due	8/31/2007 Discount	Payment
8/31/2007	Bill		50.94	50.94		50.94
				Check Amount		50.94

Linda M Briscall

5/27/2009

Date Type Reference  
5/22/2009 Bill

Original Amt.  
68.31

Balance Due Discount  
68.31  
Check Amount

Payment  
68.31  
68.31

Wells Fargo Bank

2008 Line Rebate

68.31

SANDARIO WATER CO., INC.

Linda M Briscall

9/9/2009

Date Type Reference  
8/31/2009 Bill

Original Amt.  
75.48

Balance Due Discount  
75.48  
Check Amount

Payment  
75.48  
75.48

300

Wells Fargo Bank

Line Extension Rebate 7/08 - 6/09

75.48

SANDARIO WATER CO., INC.

Linda M Briscall

9/15/2010

Date Type Reference  
8/31/2010 Bill Briscall 2010

Original Amt.  
66.83

Balance Due Discount  
66.83  
Check Amount

Payment  
66.83  
66.83

3176

*Postmarked 10/14/2010*

*Received 10/18/2010*

Wells Fargo Bank

66.83

Linda M Briscall

8/3/2011

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/2/2011	Bill	SAN040403,404,SAN402	64.90	64.90		64.90
				Check Amount		64.90

*Send  
Change of  
Address*

Wells Fargo Bank

64.90

SANDARIO WATER CO., INC.

3605

Linda M Briscall

2/13/2013

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/11/2013	Bill	SAN040403,404,SAN402	69.50	69.50		69.50
				Check Amount		69.50

*August 2012 Credit*

Wells Fargo Bank XX

69.50

SANDARIO WATER CO., INC.

3702

Linda M Briscall

8/28/2013

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/27/2013	Bill	Line Extension 2013	71.45	71.45		71.45
				Check Amount		71.45

*Emailed  
Linda M Briscall  
8/28/13*

335 878 100801810009/02/13  
 NOTIFY SENDER OF NEW ADDRESS  
 BRISCAL,  
 PO BOX 120083  
 FORT ORANGE FL 32125-8083  
 BC 32125908883 72414-69406-29-46

Wells Fargo Bank XX

71.45

Linda M Briscall

Date	Type	Reference	Original Amt.	Balance Due	8/21/2014 Discount	Payment
8/20/2014	Bill	Line Extension 2014	57.48	57.48		57.48
					Check Amount	57.48

NACO WATER COMPANY  
P.O.BOX 85160  
TUCSON, AZ 85754

Wells Fargo Bank XX

57.48







# Exhibit H

SANDARIO WATER COMPANY INC

4014

Date	Type	Reference	Original Amt.	Balance Due	10/23/2015 Discount	Payment
10/22/2015	Bill	Line Extension 2015	48.86	48.86		48.86
					Check Amount	48.86

*Sandario Water Line  
Tucson, AZ.*

Wells Fargo Bank XX Final Reimbursement (Reissued Ck- Original Lo 48.86

SANDARIO WATER COMPANY INC

4016

Date	Type	Reference	Original Amt.	Balance Due	10/28/2015 Discount	Payment
8/18/2015	Bill	Line Extension 2015	48.86	48.86		48.86
					Check Amount	48.86

*SANDARIO WATER  
Duplicate*

Wells Fargo Bank XX Final Reimbursement 48.86

# Exhibit I

Date: Thu, 22 Oct 2015 17:41:59 -0400  
Subject: RE: Line Extension Agreement signed 02/28/2005  
From: Linda B <LindaB2654@jhsnmail.com>  
To: kdojaquez <kdojaquez@southwesternity.com>

Must have been entered as the check you sent in 2014 went to the P.O. Box 238083, Pt. Orange, FL.  
Linda Briscall

Sent from my MetroPCS 4G Android device

----- Original message -----

From: Keith Dojaquez <kdojaquez@southwesternity.com>  
Date: 10/22/2015 5:39 PM (GMT-05:00)  
To: Linda B <LindaB2654@jhsnmail.com>  
Cc: Jeff Amos <JAmos@southwesternity.com>  
Subject: RE: Line Extension Agreement signed 02/28/2005

We will need to issue another check. Not sure what happened to the original check. Our accounting department was waiting for the original check to be returned but we still have not received it. P.O. Box 238083 Pt. Orange,

Florida, 32123 will be the address that this new check will be mailed to. It seems our data base has a few different addresses for you and this address was not entered.

Regards,

Keith Dojaquez

Southwestern Utility Management, Inc.

2015 N. Forbes Blvd #107 Tucson, AZ 85745

Mailing: P.O. Box 35160 Tucson, AZ 85754

Tel: 520-624-1460 EX 102

Fax: 520-792-0377

Multipotentialite

[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)

---

**From:** Linda B [mailto:lindab2654@hotmail.com]  
**Sent:** Thursday, October 22, 2015 1:37 PM  
**To:** Keith Dojaquez <kdojaquez@southwesternutility.com>  
**Subject:** RE: Line Extension Agreement signed 02/28/2005

We discussed this via email 3 weeks ago. Linda Briscall

Sent from my MetroPCS 4G Android device

----- Original message -----

From: Keith Dojaquez <kdojaquez@southwesternutility.com>  
Date: 10/22/2015 4:35 PM (GMT-05:00)  
To: Linda B <lindab2654@hotmail.com>  
Cc:  
Subject: RE: Line Extension Agreement signed 02/28/2005

I will need to look into this with our accounting department.

Regards,

Keith

---

**From:** Linda B [mailto:lindab2654@hotmail.com]  
**Sent:** Thursday, October 22, 2015 1:15 PM  
**To:** Keith Dojaquez <kdojaquez@southwesternutility.com>  
**Subject:** FW: Line Extension Agreement signed 02/28/2005

Hello Keith:

I still have not received this check. According to my records I have not even been reimbursed half of the monies it cost me to have this water line installed.

HAVE A GREAT DAY!!

**Linda Briscall**

---

**From:** lindab2654@hotmail.com  
**To:** kdojaquez@southwesternutility.com  
**Subject:** RE: Line Extension Agreement signed 02/28/2005  
**Date:** Fri, 2 Oct 2015 18:28:55 -0400

Keith

If you sent check out in August it should have been returned to you by now, perhaps you should

put a stop payment on it and re-issue check. I will go over agreement but I do not believe the full amount of agreement has been repaid yet.

HAVE A GREAT DAY!!

**Linda Briscall**

**P. O. Box 238083**

**Port Orange, Fl 32123**

386-675-3641

[lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)

---

**From:** [kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)  
**To:** [lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)  
**Subject:** RE: Line Extension Agreement signed 02/28/2005  
**Date:** Fri, 2 Oct 2015 21:54:19 +0000

It seems your reimbursement check was sent to the other address. Once the original check is returned to our office we will send to the P.O. Box. FYI this is your last reimbursement per the agreement so you can notate this for your files.

Thank you,

Keith Dojaquez

Southwestern Utility Management, Inc.

2015 N. Forbes Blvd #107 Tucson, AZ 85745

Mailing: P.O. Box 85160 Tucson, AZ 85754

Tel: 520-624-1460 EX 107

Fax: 520-792-0377

Multipotentialite

[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)

---

**From:** Linda B [<mailto:lindab2654@hotmail.com>]  
**Sent:** Friday, October 02, 2015 8:35 AM  
**To:** Keith Dojaquez <[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)>  
**Subject:** RE: Line Extension Agreement signed 02/28/2005

Yes.

**Linda Briscall**  
**P.O. Box 238083**  
**Port Orange, Fl 32123**  
386-675-3641  
[lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)

**From:** [kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)  
**To:** [lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)  
**Subject:** RE: Line Extension Agreement signed 02/28/2005  
**Date:** Fri, 2 Oct 2015 15:20:06 +0000

I apologize. So you are at P.O. Box 238083 Pt. Orange, Florida, 32123?

Keith

---

**From:** Linda B [<mailto:lindab2654@hotmail.com>]  
**Sent:** Friday, October 02, 2015 7:59 AM  
**To:** Keith Dojaquez <[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)>  
**Subject:** RE: Line Extension Agreement signed 02/28/2005

No, I notified you of P. O Box mailing address on 10/24/2013 via email.

HAVE A GREAT DAY!!

**Linda Briscall**  
**P.O. Box 238083**

**Pt. Orange, Fl 32123**

**386-675-3641**

[lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)

---

**From:** [kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)  
**To:** [lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)  
**Subject:** RE: Line Extension Agreement signed 02/28/2005  
**Date:** Fri, 2 Oct 2015 14:49:27 +0000

Hello,

Are you still at 19 Coachlight Ct Daytona Beach, FL 32119?

Keith Dojaquez

Southwestern Utility Management, Inc.

2015 N. Forbes Blvd #107 Tucson, AZ 85745

Mailing: P.O. Box 85160 Tucson, AZ 85754

Tel: 520-624-1460 EX 102

Fax: 520-792-0377

[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)

---

**From:** Linda B [<mailto:lindab2654@hotmail.com>]  
**Sent:** Friday, October 02, 2015 7:00 AM  
**To:** Keith Dojaquez <[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)>  
**Cc:** [tbeltran@southwesternutility.com](mailto:tbeltran@southwesternutility.com)

**Subject:** Line Extension Agreement signed 02/28/2005

Good Morning:

I did not receive my check in August 2015 for line rebate.

HAVE A GREAT DAY!!

**Linda Briscall**  
**P.O. Box 238083**  
**Port Orange, FL 32123**  
**386-675-3641**  
[lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)

E-mails sent or received shall neither constitute acceptance of conducting transactions via electronic means nor create a binding contract until and unless a written contract is signed by the parties.

## Exhibit J

[Print](#)[Close](#)**RE: Line Extension Agreement signed 02/28/2005**

From: **Linda B** (lindab2654@hotmail.com)  
Sent: Mon 11/02/15 6:41 PM  
To: Keith Dojaquez (kdojaquez@southwesternutility.com)

Yes, I highlighted that after your previous email. I never expected, when I signed this contract in 2005, that over a 10 year period I would not be refunded even close to what I paid out for this water line that has only benefitted Sandario Water/Southwestern Utilities.

I feel this is very unfair that "the owner of the company does not wish to continue paying", and I will seek advice from an Attorney.

*Linda Briscall*

---

From: kdojaquez@southwesternutility.com  
To: lindab2654@hotmail.com  
Subject: RE: Line Extension Agreement signed 02/28/2005  
Date: Mon, 2 Nov 2015 23:30:14 +0000

I can't speak for Phillip Patch but it seems to me the agreement has been fulfilled. As you highlighted in yellow "Any balance remaining subject to refund at the end of this ten year period shall become non-refundable, or at the Utility's option, the Utility may continue to refund until the entire refundable amount of the contract is paid". The owner of the company does not wish to do continue paying past the ten year period. I hope this answers your questions.

Best Regards,

Keith Dojaquez

Southwestern Utility Management, Inc.

2015 N. Forbes Blvd #107 Tucson, AZ 85745

[Print](#)[Close](#)**RE: Line Extension Agreement signed 02/28/2005**

From: **Linda B** (lindab2654@hotmail.com)  
Sent: Mon 11/02/15 5:38 PM  
To: Keith Dojaquez (kdojaquez@southwesternutility.com)  
I attachment  
Sandario Water Line Contract.pdf (3.4 MB)

Keith:

Attached is Water Line Agreement you requested. I also have reason to question why Phillip Patch was to receive 5% yearly also. when he did not contribute to water line. ( I believe he never did receive 5% yearly and I question where those payments went).

**Linda Briscall**  
**P.O. Box 238083**  
**Port Orange, FL 32123**  
386-675-3641  
[lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)

---

From: kdojaquez@southwesternutility.com  
To: lindab2654@hotmail.com  
Subject: RE: Line Extension Agreement signed 02/28/2005  
Date: Mon, 2 Nov 2015 21:43:30 +0000

Greetings Ms. Briscall.

Please send me a copy of your agreement so I can be sure there is no confusion with your agreement to Sandario Water Company. These agreements were pretty standard following the Arizona Administrative Code Title 14 Chapter 2 article 406 d. Main Extension Agreements.

The Utility agrees to refund to the Applicant, in accordance with the Rules and Regulations of the Arizona Corporation Commission applicable to line or main extension agreements, ten percent (10%) of the gross annual revenue or otherwise noted per the agreement from water sales to each bona fide customer whose service line is connected to the main(s) covered by this Agreement, and/or located

within the area for a period of ten (10) years commencing with the date of completion of the construction covered by this agreement.

Refunds shall be made by the Utility on or before August 31st of each year covering any refunds owing from water revenues received during the preceding July 1st through June 30th period. Any balance remaining subject to refund at the end of this ten year period shall become non-refundable. In which case the balance not refunded shall be entered as a contribution in aid of construction in the accounts of the company.

I would be very interested to see if your agreement states something different. If it does we will fulfill the agreement you have signed.

Regards.

Keith Dojaquez

**Southwestern Utility Management, Inc.**

2015 N. Forbes Blvd #107 Tucson, AZ 85745

Mailing: P.O. Box 85160 Tucson, AZ 85754

Tel: 520-624-1460 EX 102

Fax: 520-792-0377

Multipotentialite

[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)

**From:** Linda B [<mailto:lindab2654@hotmail.com>]  
**Sent:** Monday, November 02, 2015 2:10 PM  
**To:** Keith Dojaquez <[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)>

[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)

**From:** Linda B [<mailto:lindab2654@hotmail.com>]  
**Sent:** Monday, November 02, 2015 2:10 PM  
**To:** Keith Dojaquez <[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)>  
**Subject:** RE: Line Extension Agreement signed 02/28/2005

Good Afternoon Keith:

I have decided to consult an Attorney regarding this matter as over a 10 year period Sandario Water has only reimbursed me \$1,373.75, on a \$10,000.00 water line I paid for to be installed.

HAVE A GREAT DAY!!

**Linda Briscall**  
P.O. Box 238083  
Port Orange, FL  
386-675-3641  
[lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)

---

**Date:** Thu, 22 Oct 2015 17:41:59 -0400  
**Subject:** RE: Line Extension Agreement signed 02/28/2005  
**From:** [lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)  
**To:** [kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)

Must have been entered as the check you sent in 2014 went to the P.O. Box 238083, Pt. Orange, FL.  
Linda Briscall

Sent from my MetroPCS 4G Android device

# Exhibit K

Southwestern Utility Management, Inc  
Sandario Water  
2015 N Forbes Blvd, # 107  
Tucson, AZ 85745

RE: Water Line Extension Contract

March 16, 2016

*Copy*

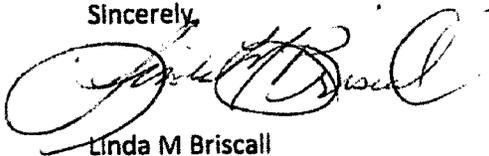
Dear Mr. Keith Dojaquez:

On February 24, 2005 I entered into a contract with Sandario Water for a cost of \$9,762.88 for a Water Line Extension that I paid for. While payments have been made yearly for the past 10 years I have only received a total amount of \$ 1,422.61, which includes the \$800.00 refundable advance for plans. I have made repeated attempts via email to collect, but you have not come forward with the money. The agreement was Southwestern Utility Management, previously known as Sandario Water was to pay 10% gross annual revenue from water sales. I was to receive 5% and Phillip Patch was to receive 5%. Over 10 years I received a total of \$622.61 towards this water line extension. Phillip Patch did not contribute to the cost of Water Line Extension but the line went through two of Mr. Patch's vacant lots so I agreed to allow him a percentage. It is my understanding Phillip Patch did not receive his 5% and I believe I am entitled to this.

I requesting the balance of \$ 8,340.27 owed to me by Southwestern Utility Management. I am requesting you make the payment in full by April 25, 2016.

If this matter is not resolved by the time specified above, I reserve the right to commence legal proceedings to recover the debt without further notice to you and this letter may be tendered in court as evidence of your failure to pay.

Sincerely,



Linda M Briscall  
P.O. Box 238083  
Port Orange, FL 32123  
386-675-3641  
lindab2654@hotmail.com

7015 1520 0001 3695 7411

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
TUCSON, AZ 85745

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.49
<b>Total Postage and Fees</b>	<b>\$8.74</b>

Postmark: Here  
03/16/2016

Sent To: Southwestern Utility Mgmt., Inc  
Street and Apt. No., or P.O. Box No.: 2015 N. Forbes Blvd #107  
City, State, ZIP+4: Tucson, AZ 85745

Keith Dojaquez

7015 1520 0001 3695 7411

PS Form 3800, April 2012 PSN 7530-02-000-9047 See Reverse for Instructions

# Exhibit L

[Print](#)[Close](#)

## RE: Line Extension Agreement

From: **Keith Dojaquez** (kdojaquez@southwesternutility.com)

Sent: Thu 4/07/16 12:04 PM

To: Linda B (lindab2654@hotmail.com)

The refundable advance in aid of construction, inspections etc. are the costs that make up the Line extension agreement. Construction was \$7,762.88, Inspections were \$1,200.00 and the plans were \$800.00 with a total of \$9,762.88.

Over the ten year period as it states in the agreement you received a percentage of the gross annual revenue from water sales to each bona fide customer whose service line is connected to the main(s) for a period of 10 years.

This doesn't necessarily mean all of that money will be refunded. If there were a lot more customers on that main and they were able to generate more revenue this would have been refunded to you. This is how a line extension agreement works.

Regards,

Keith Dojaquez

Southwestern Utility Management, Inc.

2015 N. Forbes Blvd #107 Tucson, AZ 85745

Mailing: P.O. Box 85160 Tucson, AZ 85754

Tel: 520-624-1460 EX 102

Fax: 520-792-0377

[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)

**From:** Linda B [mailto:lindab2654@hotmail.com]  
**Sent:** Tuesday, April 05, 2016 5:15 PM  
**To:** Keith Dojaquez <kdojaquez@southwesternutility.com>  
**Subject:** RE: Line Extension Agreement

Good Afternoon Keith:

Could you please explain page1 item # 2 of contract:

(1) \$7,762.88 is a refundable advance in aid of construction; and

(2) \$1,200.00 is a refundable advance for Southwestern Utility Inspection;

I did not receive these refundable advances, I did receive the \$800.00 refundable advance for plans on 4/19/2006.

HAVE A GREAT DAY!!

**Linda Briscall**  
386-675-3641  
[lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)

---

**From:** [kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)  
**To:** [lindab2654@hotmail.com](mailto:lindab2654@hotmail.com)  
**Subject:** Line Extension Agreement  
**Date:** Fri, 25 Mar 2016 20:09:12 +0000

Greetings,

We received your letter and I sent it to the owner of Sandario Water Company. After reviewing your letter and the agreement, the owner has decided to continue following the Arizona Administrative Code Title 14 Chapter 2 article 406. As mentioned before the owner of the company does not wish to do continue paying past the ten year period as agreed.

Best Regards,

Keith Dojaquez

Southwestern Utility Management, Inc.

2015 N. Forbes Blvd #107 Tucson, AZ 85745

Mailing: P.O. Box 85160 Tucson, AZ 85754

Tel: 520-624-1460 Ex 102

Fax: 520-792-0377

[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)

[Print](#)

[Close](#)

## Line Extension Agreement

From: **Keith Dojaquez** (kdojaquez@southwesternutility.com)

Sent: Fri 3/25/16 4:09 PM

To: Linda B (lindab2654@hotmail.com)

Greetings,

We received your letter and I sent it to the owner of Sandario Water Company. After reviewing your letter and the agreement, the owner has decided to continue following the Arizona Administrative Code Title 14 Chapter 2 article 406. As mentioned before the owner of the company does not wish to do continue paying past the ten year period as agreed.

Best Regards,

Keith Dojaquez

Southwestern Utility Management, Inc.

7015 N. Forbes Blvd #107 Tucson, AZ 85745

Mailing: P.O. Box 85160 Tucson, AZ 85754

Tel: 520-624-1466 FX 103

Fax: 520-792-0377

[kdojaquez@southwesternutility.com](mailto:kdojaquez@southwesternutility.com)

# Exhibit M

# James R. Standing

Attorney at Law  
3801 North Swan Road  
Tucson, Arizona 85718  
Mobile: 281-948-2879

April 19, 2016

Sandario Water Company Inc.  
c/o Mr. Keith Dojaquez  
Southwestern Utility Management, Inc.  
2015 North Forbes Blvd. #107  
Tucson, AZ 85745

P.O. Box 85160  
Tucson, AZ 85754

\*\*\*CC by U.S. Mail

**Re:** Line Extension Agreement dated February 28, 2005, by and between Sandario Water Company Inc., an Arizona corporation ("*Sandario Water*"), and Linda Briscall, concerning the provision of water service to 12535 W. Mile Wide Road, being a portion of Lot 4, Section 4, T14S, R11E, Pima County, Arizona (the "*Line Extension Agreement*")

Dear Mr. Dojaquez:

My name is James R. Standing. I am an attorney licensed to practice in Arizona. Linda Briscall has retained me to assist her with the captioned matter. Please direct all future correspondence concerning the captioned matter to me.

Ms. Briscall contracted with Sandario Water in February of 2005 for Sandario Water to provide water service to her property located at 12535 W. Mile Wide Road in Pima County, Arizona (the "*Briscall Property*"). Ms. Briscall was informed that due to the distance from the closest existing water main to the Briscall Property, she would have to enter into an agreement to extend a water line to her property. The new water line was to pass through and under a portion of the property of her neighbor, Mr. Phillip Patch ("*Patch*").<sup>1</sup> Ms. Briscall signed the Line Extension Agreement and paid in full and in advance all of the estimated construction costs listed therein:

\$7,762.88	refundable advance in aid of construction
\$1,200.00	refundable advance for Southwestern Utility inspection
<u>\$ 800.00</u>	refundable advance for plans
\$9,762.88	Total advanced by Ms. Briscall

---

<sup>1</sup> Originally, assuming that Patch would sign the Line Extension Agreement, Ms. Briscall verbally promised Patch one-half (½) of her ten percent (10%) of the gross revenue from water delivered through the extended portion of the line that was due to be refunded to Ms. Briscall under the terms of the Line Extension Agreement. Patch declined the offer made by Ms. Briscall, as evidenced by his not executing the Line Extension Agreement and not paying any portion of the construction costs listed above.

Ms. Briscall alleges she was not provided a copy of the rules of the Arizona Corporation Commission covering main extension agreements prior to her signing the Line Extension Agreement, and that she was not provided a copy of the fully executed Line Extension Agreement, both of which are requirements under the Arizona Administrative Code. In addition, Ms. Briscall was not aware that the \$1,200.00 "refundable advance for Southwestern Utility inspection" was an advance made to an agent of Sandario Water itself.

Under the Line Extension Agreement, Sandario Water was required to refund to Ms. Briscall ten percent (10%) of the gross revenue from all water delivered through the subject line extension on an annual basis, up to \$9,762.88, being the total amount advanced by Ms. Briscall.

On or about April 19, 2006, Sandario Water refunded the \$800.00 Ms. Briscall advanced for "plans". However, except for this first payment, Ms. Briscall was refunded a total of only \$622.61 over the entire ten (10) year term of the Line Extension Agreement. Except for the first payment of \$800.00, it appears that each of the subsequent payments was for at most only five percent (5%) of gross revenue from water delivered through the subject line extension, not ten percent (10%) required under the Line Extension Agreement.

After signing the Line Extension Agreement, Ms. Briscall honored her obligations thereunder by advancing all estimated costs of construction of the subject line extension. Ms. Briscall suspects Sandario Water has breached the Line Extension Agreement by underpaying her.

Ms. Briscall would like to resolve this matter without litigation. To that end, we request that Sandario Water provide the following:

- (1) A copy of the Certificate of Approval to Construct the subject water main extension issued by the Arizona Department of Health Services, if any;
- (2) Documentary evidence, if any, that the Line Extension Agreement was filed with, and approved by, the Arizona Corporation Commission, including the copy, if any, of the Line Extension Agreement submitted to the Arizona Corporation Commission;
- (3) A full and complete copy of the Line Extension Agreement executed by all parties thereto;
- (4) A full and complete accounting of the actual construction costs paid for the construction of the subject water main extension to the Briscall Property; and
- (5) A full and complete accounting of all water delivered through the subject water main extension for each year covered by the Line Extension Agreement, and the gross revenue from delivering all such water for each such year.

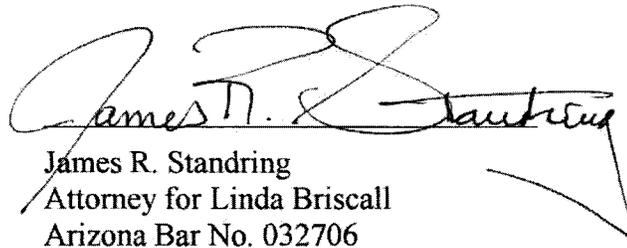
*Letter to Sandario Water Company, Inc.*  
*April 19, 2016*  
*Page 3 of 3*

Please provide all of the documentation listed above directly to me as soon as practicable, by U.S. Mail or by email.

We believe our requests are reasonable, given that each of the items listed above concerns one or more requirements of main extension agreements set forth in the Arizona Administrative Code. Accordingly, if you and Sandario Water refuse to provide one or more of the items listed above, Ms. Briscall will be forced to consider legal action.

Thank you very much for your prompt attention to this matter.

Very truly yours,



James R. Standring  
Attorney for Linda Briscall  
Arizona Bar No. 032706

Cc: Linda Briscall

# Exhibit N

# James R. Standing

Attorney at Law  
3801 North Swan Road  
Tucson, Arizona 85718  
Mobile: 281-948-2879

July 8, 2016

Sandario Water Company Inc.  
c/o Mr. Keith Dojaquez  
Southwestern Utility Management, Inc.  
2015 North Forbes Blvd. #107  
Tucson, AZ 85745

P.O. Box 85160  
Tucson, AZ 85754

\*\*\*CC by U.S. Mail

## NOTICE OF INTENT TO FILE COMPLAINT

**Re:** Line Extension Agreement dated February 28, 2005, by and between Sandario Water Company Inc., an Arizona corporation ("*Sandario Water*"), and Linda Briscall, concerning the provision of water service to 12535 W. Mile Wide Road, being a portion of Lot 4, Section 4, T14S, R11E, Pima County, Arizona (the "*Line Extension Agreement*")

Dear Mr. Dojaquez:

I have not received a response to my letter dated April 19, 2016, and addressed to you, although you acknowledged receiving it, and have not been contacted by your counsel. Accordingly, and as a courtesy, I have prepared and present to you this Notice of Intent to File Complaint.

COMPLAINANT: Linda Briscall

RESPONDENT: Sandario Water Company Inc., and  
Southwestern Utility Management, Inc., Individually and as Agent  
for Sandario Water Company Inc.

VENUE: Arizona Corporation Commission, pursuant to A.R.S. §40-246

ALLEGATIONS:

COUNT 1: Failing to provide to Complainant a copy of the rules of the Arizona Corporation Commission covering main extension agreements prior to Complainant signing the Line Extension Agreement, in violation of A.A.C. R14-2-406(B)3.

COUNT 2: Failing to provide to Complainant a copy of the Line Extension Agreement executed by Respondent, in violation of A.A.C. R14-2-406(G).

COUNT 3: Failing to timely obtain a copy of a Certificate of Approval to Construct the subject water main extension from the Arizona Department of Health Services, in violation of A.A.C. R14-2-406(M).

COUNT 4: Failing to timely file the fully-executed Line Extension Agreement with the Arizona Corporation Commission, in violation of A.A.C. R14-2-406(M).

COUNT 5: Failing to timely obtain the approval of the Arizona Corporation Commission of the fully-executed Line Extension Agreement with the accompanying Certificate of Approval to Construct, in violation of A.A.C. R14-2-406(M).

COUNT 6: Failing to refund to Complainant the difference between \$9,762.88, being the total amount originally advanced by Complainant to Respondent, and the actual cost of construction, if any difference, in violation of A.A.C. R14-2-406(B)(4).

COUNT 7: Failing to refund to Complainant ten percent (10%) of the gross revenue from all water delivered through the subject line extension on an annual basis, up to \$9,762.88, being the total amount originally advanced by Complainant to Respondent, in violation of A.A.C. R14-2-406(D).

Each of the above Counts, and all of them together, constitutes a violation of A.R.S. §40-202(L).

DAMAGES SOUGHT:

\$9,762.88	Total advanced by Complainant,
Less \$800.00	Refunded to Complainant in April 2006,
Less \$622.61	Refunded to Complainant up to the present time,
Leaving	<b><u>\$8,340.27</u></b> being the total amount sought as provided under A.A.C. R14-2-406(M),

plus any and all penalties and interest as allowed under the rules and regulations of the A.C.C.

*Notice of Intent to File Complaint*  
*July 8, 2016*  
*Page 3 of 3*

Ms. Briscall would like to resolve this matter without litigation. Please have your attorney contact me regarding settlement in advance of litigation.

Very truly yours,

---

James R. Standring  
Attorney for Linda Briscall  
Arizona Bar No. 032706

Cc: Linda Briscall