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Superior Court of California,
County of Fresno
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7 Attorneys for Respondent, PINEDALE COUNTY WATER DISTRICT
8 (NO FILING FEE REQUIRED GOVERNMENT CODE §6103)

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF FRESNO**
12

13 PINEDALE COUNTY WATER DISTRICT, a) Case No.: 26CU02177
14 California County Water District (Water Code)
15 § 30000 et seq),) **Declaration of Neal E. Costanzo**
16 Petitioner,)
17 v.) **DATE: August 3, 2026**
18) **TIME: 8:30 A.M.**
19 James A. Kus,) **DEPT: 97 E**
20 Fresno County Clerk and Registrar of Voters)
21 and DOES 1-10, inclusive)
22 Respondents.)

23 I, Neal E. Costanzo, declare:

24 1. I am the attorney of record in this action for Pinedale County Water
25 District. My firm, Costanzo & Associates, has served as the Pinedale County Water
26 District's ("District" or Pinedale") General Counsel continuously since 2003.
27 2. Attached and incorporated by reference as Exhibit 1 is a true and correct
28 copy of a contract for the transportation and treatment of Pinedale County Water District
Sewage. The contract is dated June 3, 1976, and is a contract between the District and
the City of Fresno providing, basically, for the District's sewage collection system being
disconnected from a Waste Water Treatment Facility then owned by Pinedale which
Pinedale was required by regulatory authorities to close and the construction of a
"interceptor" line by the City of Fresno which would take the sewage collected within the

1 District's existing sewage collection system to the City of Fresno's Waste Water
2 Treatment Facility for treatment and disposal. There is a paragraph 11 with an attached
3 Exhibit B that provides that the boundaries within which the District is to provide sewage
4 collection services "in the future" is limited to the area depicted in a map issued prior to
5 the date of the 1976 agreement (in March 1976) which effectively prevents the District
6 from expanding its sewage collection system, and thereby imposing on Fresno a more
7 onerous treatment and disposal obligation from what it assumed in June of 1976.

8 3, On March 11, 2005, the City of Fresno filed suit against Pinedale County
9 Water District in City of Fresno v. Pinedale County Water District, Fresno County
10 Superior Court Case No.: 05CECG00782. The alleged breach by the District related to
11 the amount it was required to pay to the City of Fresno for treatment and disposal of
12 sewage collected within the area defined and limited by Exhibit B to the 1976
13 agreement. I was the attorney of record in that case, and the case was settled by
14 negotiating and having executed a replacement agreement for transportation and
15 treatment of Pinedale County Water District sewage, a copy of which is attached and
16 incorporated by reference as Exhibit 2. My signature appears on that agreement as
17 "approved as to form" by the District's Legal Counsel. The 2005 action is the only action
18 Fresno ever initiated under the 1976 agreement, Exhibit 1, and the replacement
19 agreement executed January 1, 2007, contains a map of the boundaries within which
20 the District is allowed under the agreement to provide sewage collection services which
21 is unchanged from the map that is attached to the 1976 agreement. At no time during
22 my tenure as the District's General Counsel has any expansion of the sewage collection
23 system occurred and the terms of the 1976 and 2007 agreements with Fresno strictly
24 prohibited Pinedale from increasing the number of sewage collection connections,
25 which is something the District has never done since 1976 because since that date all of
26 the district's sewage was transported to Fresno's treatment and disposal facilities. The
27 District has never entered into a contract for out-of-service area sewage collection
28 services during my tenure as its General Counsel and has never applied to LAFCo for

1 any expansion of the sewer service area. The statute requiring a District to make an
2 application LAFCo to allow extended services by contract or agreement outside its
3 jurisdictional boundary is not applicable to an extended service that the District was
4 providing on or before January 2001. (Gov. Code § 6133 (e) (4)). If the District had
5 expanded its sewage collection system at any point between June 1976 and January 1,
6 2007, it would have violated the 1976 agreement, which was never a claim made by the
7 City of Fresno. If it expanded its service area in any respect prior to January 1, 2001,
8 that expansion was not required to be approved by LAFCo.

9 4. In advance of the November 3, 2024, election, the Registrar of Voters
10 requested Pinedale certify the boundaries of the District for purposes of that election. In
11 response, I provided two service area maps prepared by LAFCo, one of which is a
12 "Sewer Service Only" map generated by Fresno County Local Agency Formation
13 Commission on October 10, 2007, the other is a "Water Service and Solid Waste
14 Service Area" map prepared by LAFCo on June 8, 2016. These maps are attached as
15 Exhibit 3. I apprised the Registrar of Voters that the two combined service areas were
16 Pinedale's jurisdictional boundaries for purposes of the 2024 election of Board of
17 Directors for the Pinedale County Water District. On July 25, 2026, I received a letter
18 from the Registrar of Voters, James A. Kus, a copy of which is attached and
19 incorporated by references as Exhibit 4, rejecting my request to have the District's two
20 service areas combined to define the boundaries of the District for purposes of the 2024
21 election on the ground that the sewer service area only map was, only, a "sphere of
22 influence" map, merely a plan for the probable physical boundaries and service area of
23 a local agency. That letter states that the sewer service only map would not be used, in
24 any respect, to define the District's boundaries for the purposes of conducting the 2024
25 election. In fact, the map depicts the actual service area and is not simply a sphere of
26 influence map.

27 5. Sometime prior to August 8, 2024, I was contacted by an incumbent
28 Director of the Pinedale County Water District's Board of Directors who apprised me

1 that the Fresno County Registrar of Voters had rejected his attempt to file candidacy
2 papers required for re-election to the Board of Directors. A true and correct copy of my
3 August 8, 2024, letter to James Kus is attached and incorporated by reference as
4 Exhibit 5. The letter confirms that Kus was using the service area map for water service
5 only and not using the map for sewer service, or any combination of the two to identify
6 the boundaries within which the November 3, 2024, election was to be conducted.

7 6. During much of 2025, and early 2026, my office made several contacts
8 with the Fresno County Local Agency Formation Commission identifying the issue the
9 County Registrar of Voters had with the maps that had previously been adopted by
10 LAFCo to define its service area. Pinedale requested, through my office at my direction,
11 the generation of new maps that would specify all of Pinedale service areas whether
12 that be referred to in the water service or sewer service maps.

13 7. LAFCo granted the request for new service area maps and on February 2,
14 2026, issued those maps in three separate maps, one for the sewer service area, one
15 for the water service area and one for the solid waste collection service area. On May
16 18, 2026, I issued a letter to James A. Kus, Registrar of Voters and Fresno County
17 Clerk, confirming that these maps have been made available to him through LAFCo and
18 providing him with copies of those maps. Therein, I asked him to advise me whether he
19 intended to conform to the requirements of law and include the entirety of the District's
20 service areas in determining who is entitled to vote, receive a ballot, or file candidacy
21 nomination papers for inclusion on the November 3, 2026, ballot. The May 18, 2026,
22 letter is attached and incorporated by reference as Exhibit 6. The Resolution No. 2026-
23 02, that is Exhibit A to the Petition for Writ of Mandate on file in this case, was adopted
24 by the Board of Directors of the Pinedale County Water District, in my presence, on
25 June 10, 2026, and attaches the same three service area maps that were attached to
26 the May 18, 2026, letter. The resolution defines the territory of the district and qualifies
27 the district's call of the election and requesting the services of the Registrar of Voters to
28 conduct that election to an election conducted within the entirety of the territory of the

1 district only; that is the entirety of the territory depicted by the three service area maps
2 adopted by LAFCo on February 2, 2026.

3 8. Attached and incorporated by reference as Exhibit 7, is a June , 2026
4 letter to me from Rebecca A. Eropkin, Senior Deputy County Counsel, responding to the
5 May 18, 2026, letter to the Registrar of Voters and demanding that the District's 2026-
6 02 Resolution be changed to reflect the "jurisdictional boundary" of Pinedale for
7 purposes of the election so as to exclude any territory within the sewer service area
8 map dated February 2, 2026, and demanding a "Certificate of Completion" reflecting
9 any new jurisdictional boundary changes in the District, apparently to reflect additions to
10 the sewer service area which never occurred. The letter was accompanied by a
11 recorded Certificate of Completion entitled "Pinedale County Water District Re-
12 Organization 2024" and a copy of the February 2, 2026, map of the sewer service area.

13 9. Attached and incorporated by reference, as Exhibit 8, is a copy of my June
14 26, 2026, letter to Rebecca A. Eropkin responding to her letter of June 18, 2026. The
15 letter confirms that the Registrar of Voters through County Counsel's office is refusing to
16 include in Pinedale's boundary for purposes of the 2026 election the sewer service area
17 depicted by LAFCo's February 2, 2026, map.

18 10. Attached and incorporated by reference as Exhibit 9 is an email from me
19 to Rebecca Eropkin copied to the Registrar of Voters, among others, disclosing the
20 result of the District Engineer's review of the various maps allegedly affecting or
21 depicting Pinedale's service areas.

22 11. Attached and incorporated by reference is Exhibit 10, is Rebecca
23 Eropkin's letter to me dated July 2, 2026, with the attached map purportedly prepared
24 by the Fresno County Registrar of Voters.

25 I declare under penalty of perjury under the laws of the State of California that
26 the foregoing is true and correct.

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28

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COSTANZO & ASSOCIATES

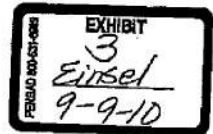
DATE: 7/31/2026

By

Neal E. Costanzo

EXHIBIT 1

CONTRACT FOR THE TRANSPORTATION
AND TREATMENT OF PINEDALE COUNTY
WATER DISTRICT SEWAGE



THIS CONTRACT, entered into by and between the CITY OF FRESNO, a municipal corporation, herein called the "City" and the PINEDALE COUNTY WATER DISTRICT, a public entity created by and under the laws of the State of California, herein called the "District",

RECITALS:

A. The City has let a contract for construction of the West Fresno-Herndon Interceptor, hereinafter called the "Interceptor", to be financed in part with federal and state grant funds. The Interceptor and the City's enlarged regional secondary treatment and disposal facilities to which it will connect (hereinafter called the "Regional Treatment Facilities"), also constructed with the aid of federal and state grant funds, will have the capacity to accept, treat and dispose of sewage from the area served by the District in a manner which will comply with applicable waste discharge requirements.

B. The District currently treats and disposes of sewage from the area it serves by means of its own primary treatment and disposal facilities, which were constructed about ten years ago with the aid of federal loan funds obtained in part by the sale to the United States of District Sewer Revenue Bonds of 1962 (Improvement District No. 1), (hereinafter referred to as the "Bonds"). Under the conditions of the loan

EXHIBIT A

and the revenue bond resolution, the District is prohibited from ceasing to use its existing primary treatment and disposal facilities and instead connecting its collection system to the Interceptor and the Regional Treatment Facilities without the consent of the United States. The District is requesting such consent, but it has not yet been given.

" C. Solution of the District's sewage treatment problems has been mandated by the California Regional Water Quality Control Board, and disposal through the Interceptor and the Regional Treatment Facilities, as contemplated by this Contract, has been found to be the only feasible solution, the upgrading of its existing treatment facilities being financially unfeasible for the District to undertake. Capacity design and federal and state financing of the Interceptor have contemplated service of the sewage disposal and treatment needs of the District by connection to the Interceptor. The District cannot, however, simultaneously assume the full charges necessary to pay the cost of disposal and treatment of its sewage through the City system and the principal and interest payments on the bonds, (hereinafter called "Bond Debt Service") without imposing on the users of its system sewer service charges which many of such users cannot afford. Deferment of a portion of the charges payable to the City is therefore necessary, as provided in this Contract, to provide a more nearly level total obligation of the District and thus avoid excessive temporary increases in its sewer service charges.

AGREEMENT:

The parties do mutually agree to these terms:

1. The District shall retain ownership of its existing and future expanded sewer collection system.
2. The District shall continue to maintain and operate its sewer collection system and provide for billing and collection of charges for sewer service.
3. The City shall, at its cost, construct the following facilities to connect the District's sewer collection system, with a total capacity sufficient to transport all sewage from the District to the City:

(a) A collector line under Ingram Avenue from the Interceptor to Ingram Avenue and Birch Avenue with that connection necessary to abandon the existing sewage lift station at Ingram Avenue and Birch Avenue.

(b) A connection from the District sewer line under San Pablo Avenue to the Interceptor.

(c) A connection from the District's sewer line under Fresno Street to the Interceptor.

(d) A connection from the District's sewer line at Sierra and Glenn Avenues into a new sewer to be constructed in Glenn Avenue as a part of the County of Fresno Improvement District No. 167.

4. The City shall receive, transport, treat and dispose of all sewage from the District, subject to the provisions of this Contract.

5. The District shall collect and pay to the City under this Contract, the charges in the amounts and at the times set forth in the following Paragraphs 6 through 9,

provided, that in no event shall the District be required to pay any of such charges in such manner or times as are contrary to its obligations with respect to its Sewer Revenue Bonds of 1962 (Improvement District No. 1). Should the State Water Resources Control Board disapprove any of the charges set forth in Paragraphs 6 through 9 as not being "fair and equitable" and approve other, lesser charges, this Contract shall be promptly amended to specify the approved charges, which the District shall be obligated to pay.

6. (a) The District shall levy upon and collect from each premise served by the District's sewage collection system, a base sewer service charge at the rate and in the amount specified for the same classification of premises in Fresno Municipal Code Section 9-505(b), subdivisions (1) through (5) (which establish sewer service charges for premises outside the City), as said Code section now reads or as it may be hereafter amended.

(b) In the event District owes money to City by reason of deductions from payments owed City pursuant to the provisions of Paragraph 6(e) District shall, in addition to the base service charge, as specified in Section 6(a), levy a surcharge above said base service charge on each living unit served by District's sewerage collection system. At any time during the life of this Agreement the amount of surcharge per living unit levied shall depend upon the amount of the loan balance owed to City at said time, and shall be as shown in Column E, for loan balances as shown in Column C, of Exhibit "A", attached hereto. Funds derived from said surcharge are the sole

property of District, to be used only for payment of its Sewer Revenue Bonds of 1962, or repayment of other loans required for payment of its Sewer Revenue Bonds of 1962.

Both District and City agree that District shall not be obligated to levy a surcharge at any time that it owes nothing to City by reason of withholding made by it, pursuant to the provisions of Paragraph 6(e).

Nothing herein contained shall be construed as preventing District from levying sewer service charges in excess of said charges herein required to be levied, and in the event at any time during the life of the Agreement, the total sewer service charge levied by District is equal to, or in excess of, the base rate plus surcharge required to be levied, then this Agreement shall not be construed as requiring District to levy any further surcharges upon living units served by District's collection system.

(c) The District shall pay the City seventy percent (70%) of said adjusted sewer service charges by the 15th day of each month for sewer service charges payable during the immediately preceding calendar month. The obligation to pay such service charge shall commence upon completion of the connection of the District sewer collection system to the Interceptor and the commencement of delivery of District sewage to the Interceptor.

(d) All funds received by District for the sale of land, improvements, equipment and accessories no longer required by District because of its connection to the Interceptor

shall be applied toward the payment of its Sewer Revenue Bonds of 1962 or loans required for payment of said Bonds.

(e) During each year of the first ten (10) years following the connection of the District's sewer collection system to the Interceptor, District may at its option deduct up to the sum as shown in Column "A" on the attached Exhibit "A" dated 2/76 from the payments agreed to be paid to City pursuant to (c) above, for the purpose of providing funds for District to pay principal and interest on the Pinedale County Water District's Sewer Revenue Bonds of 1962.

(f) Commencing with the eleventh year following the connection of the District's sewer collection system to the Interceptor, District shall commence repayment to City of all sums withheld by District pursuant to (e) above by paying the City not less than the sum as shown in Column "D" on the said attached Exhibit "A", until all such sums owed the City have been repaid. With each payment of principal hereinabove provided, District shall pay interest to the City at the rate of 6.8799 percent per annum. District may accelerate repayments to the City at its discretion.

(g) District shall allow City to review its financial position annually to determine if District can meet its current and future fiscal obligations.

7. (a) In addition, the District shall collect and pay to the City thirty percent (30%) of an oversize charge payable as specified in Section 9-503(a) (2) of the Fresno Municipal Code as said charge may be hereafter amended or modified, for each parcel connected for which a building permit

had not been issued prior to January 1, 1973.

(b) This charge shall be paid in the same manner and the obligation to pay shall commence at the same time as the sewer service charge under Paragraph 6(c) above, but without any deduction as allowed for service charges in 6(e) and 6(f) above.

8. (a) In addition, the District shall collect and pay to the City a charge for high strength sewage discharged from each premise served by the District sewer collection system. Said additional charge shall be computed for each such premise at the additional rate specified and in accordance with the regulations presently set forth in Section 9-505(a) (6) of the Fresno Municipal Code, or at such other rate and pursuant to regulations which may be hereafter adopted from time to time by the City for high strength sewage discharged into the City sewer system by premises within the City. Whenever any premise is found to be discharging high strength sewage into the District sewer system, the additional high strength sewage charge shall continue to be levied upon the sewage discharged from such premise, and paid by the District, until the District proves, at its own expense, that such discharge of high strength sewage has been eliminated.

(b) This charge shall be paid in the same manner and the obligation to pay shall commence at the same time as the sewer service charge under Paragraph 6(c) above, but without deduction as allowed for service charges in 6(e) and 6(f) above.

(c) High strength sewage, for purposes of this Contract, is as defined in Section 9-505(a) (6) of the Fresno Municipal Code, as now provided or as high strength sewage may hereafter be defined by the City in its regulation of City sewer system. The District shall adopt, by regulation, a definition of high strength sewage which shall be the same as that adopted from time to time by the City. The District shall also impose the same charges for discharge of high strength as are from time to time fixed by the City.

9. (a) In addition, the District shall collect and pay to the City the total major facilities sewer charge as specified in Section 9-503(a) (3) of the Fresno Municipal Code, as said charge may be hereafter amended or modified, for each unit which is connected to the Pinedale County Water District after July 1, 1973.

(b) The major facilities sewer charge shall be paid to the City within thirty (30) days of January 1 and July 1 of each year for said charges collected during the prior six-month period ending December 31 and June 30. Payment for all units connected between July 1, 1973, and the effective date of this Agreement shall be made upon the execution of this Agreement.

10. The District shall not allow any person to, and shall not itself, connect into the City sewer system any storm drains or roof drains. ...

11. There is hereby established, as shown on the attached Exhibit "B" dated March, 1976, the boundaries within which the District shall provide sewer collection service in the future.

12. The District agrees that it will incorporate into its regulations, and enforce, the same prohibition on discharge as the City imposes on discharges within the City pursuant to provisions of Section 9-511 of the Fresno Municipal Code as now existing or as such prohibitions may from time to time be amended.

13. For purpose of this Contract, the District agrees to make available to the City a copy of all independent audits and to allow the City to conduct audits of the fiscal records of the District pertaining to this Contract as determined necessary by the City. The City shall have a reciprocal obligation to the District with respect to the City's Sewer Revenue Program and related Reports.

14. Whenever a sewer line is so located or proposed to be located that it may be utilized to receive sewage from premises served or to be served by both the City and the District sewer systems, the City and the District may enter into an agreement for the mutual use, and the sharing of construction costs if the line is not already in existence, of said sewer line, it being the intention of the parties that duplication of sewer service facilities shall be avoided wherever feasible.

15. The parties agree that an appropriate amendment shall be negotiated to this Contract expressly providing for the ownership, maintenance and control of trunks, mains and facilities, and for sewer charges and the apportionment thereof, to be applied to those properties within the boundaries established in Exhibit "B" of this Contract, which are or hereafter may be annexed to the City. The terms of this Agreement shall apply to all such properties until so amended.

16. In the event the District fails to adopt and enforce the regulations as provided in Paragraphs 8 and 12 of this Contract, the ordinances, rules and regulations of the City applicable to discharges may be enforced by the City against all persons discharging into the District's system, including all provisions thereof relating to disconnection from said system for violations thereof.

17. The District and the City shall at all times cooperate and take such action as required to carry out the terms and spirit of this Contract. The District and the City shall each adopt and keep in force, to the extent allowed by law, ordinances and regulations allowing employees of the respective parties to this Contract to enter upon and inspect lands and premises connected to their respective sewer systems. The authorized employees and representatives of each party shall, upon request, accompany and assist the other in making inspections of the respective sewer systems, connections thereto, and discharges therein, and make full disclosure to the other of all available information necessary to determine if the provisions of this Contract are being complied with.

18. The City shall not be liable to the District for damage caused by any failure of the City sewer system to receive sewage from the District sewer system, whenever such failure is caused by, or results from, any natural disaster, Act of God, riot or insurrection, act of war or sabotage, or other condition which is beyond the control and without the fault of the City in the exercise of good and efficient management and maintenance of the City sewer system.

19. This Contract shall be perpetual and may not be cancelled, terminated or modified except on mutual consent of the parties hereto.

20. Applicable sections of Article 5 of Chapter 9 of the Fresno Municipal Code as they exist at the time of the execution of this Contract are attached hereto and made part hereof insofar as they are referred to in this Contract. The City shall promptly provide the District with copies of any additions or amendments to said Code which are applicable to this Contract.

This Contract executed by the parties hereto as of
June 3, 1976.

PINEDALE COUNTY WATER DISTRICT

X BY Albert P. Ruzius

APPROVED AS TO FORM:

SPENCER THOMAS, JR.
City Attorney

CITY OF FRESNO

By R. W. Hanley
RALPH W. HANLEY
Chief Administrative Officer

By James A. McKelvey
Title CHIEF ASSISTANT

Attest: Wilson Do
Deputy

JAM: mm
3/23/76

EXHIBIT "A"

2/76

Financial Loan Balance Sheet
Pinedale County Water District

CALENDAR YEAR	A FRESNO LOAN	B INTEREST @ 6.8799	C LOAN BALANCE	D PINEDALE REPAYMENT	PINEDALE SURCHARGE
1977	14,815	510	15,325	---	---
1978	13,197	1,962	30,484	---	0.05
1979	12,893	2,984	46,361	---	---
1980	11,237	3,963	61,561	---	0.10
1981	11,921	5,055	78,537	---	---
1982	5,860	5,806	90,203	---	0.15
1983	5,821	6,606	102,630	---	---
1984	4,375	7,362	114,367	---	0.20
1985	4,323	8,166	126,856	---	---
1986	2,839	8,923	138,618	---	0.25
1987	-----	9,384	145,776	2,226	---
1988	-----	9,771	151,798	3,749	0.30
1989	-----	10,180	158,150	3,828	---
1990	-----	10,510	163,270	5,390	0.35
1991	-----	10,856	168,645	5,481	---
1992	-----	10,771	167,333	12,083	0.40
1993	-----	10,674	165,820	12,187	---
1994	-----	10,457	162,450	13,827	0.45
1995	-----	10,217	158,723	13,944	---
1996	-----	9,845	152,944	15,624	0.50
1997	-----	9,438	146,628	15,754	---
1998	-----	8,886	138,041	17,473	0.55
1999	-----	8,285	128,710	17,616	---
2000	-----	7,522	116,858	19,374	0.60
2001	-----	6,696	104,024	19,530	---
2002	-----	5,689	88,386	21,327	0.65
2003	-----	4,602	71,492	21,496	---
2004	-----	3,428	53,255	21,665	---
2005	-----	2,162	33,582	21,835	---
2006	-----	797	12,375	22,004	---
2007	-----	(674)	(10,472)	22,173	---

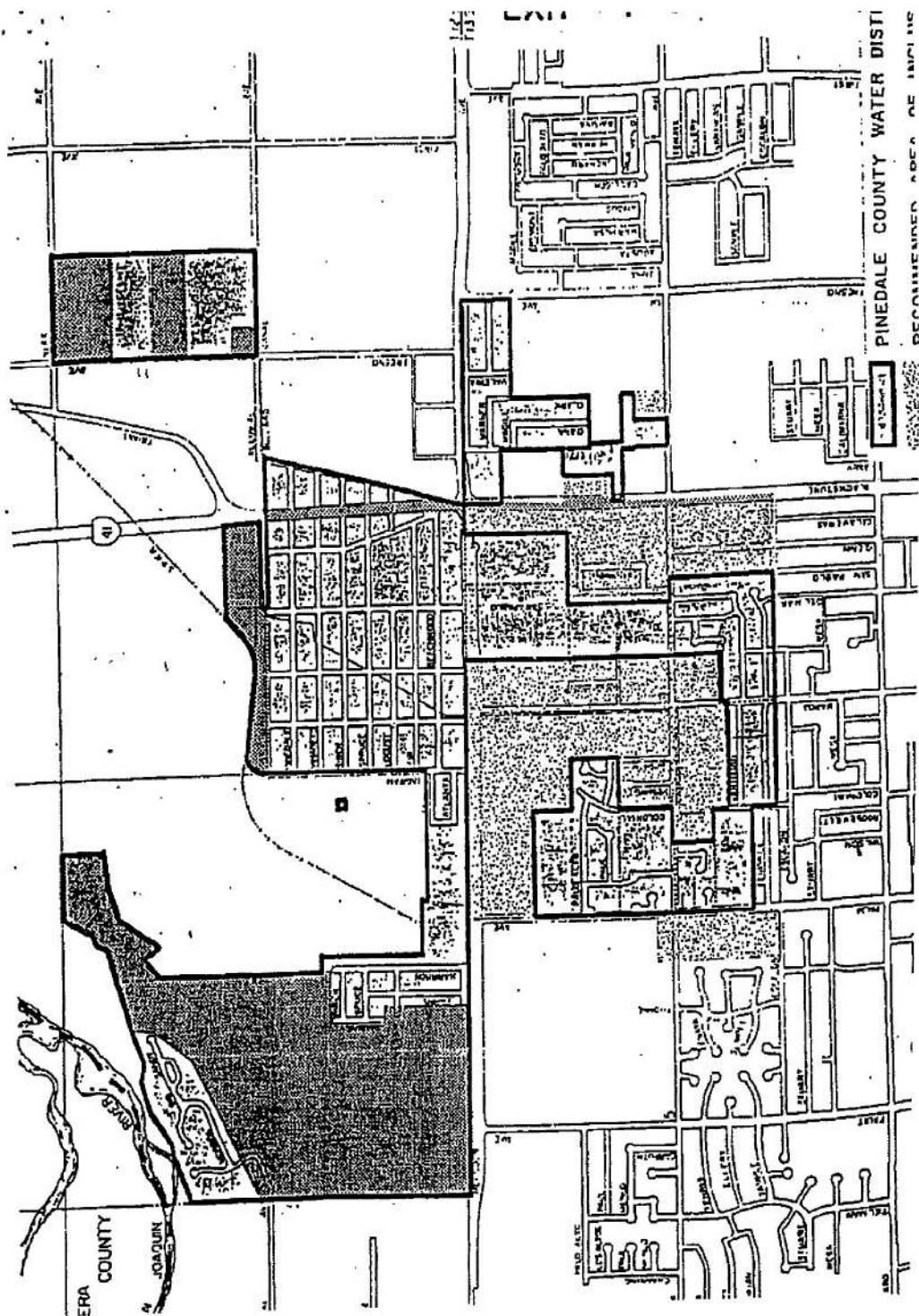


EXHIBIT - B

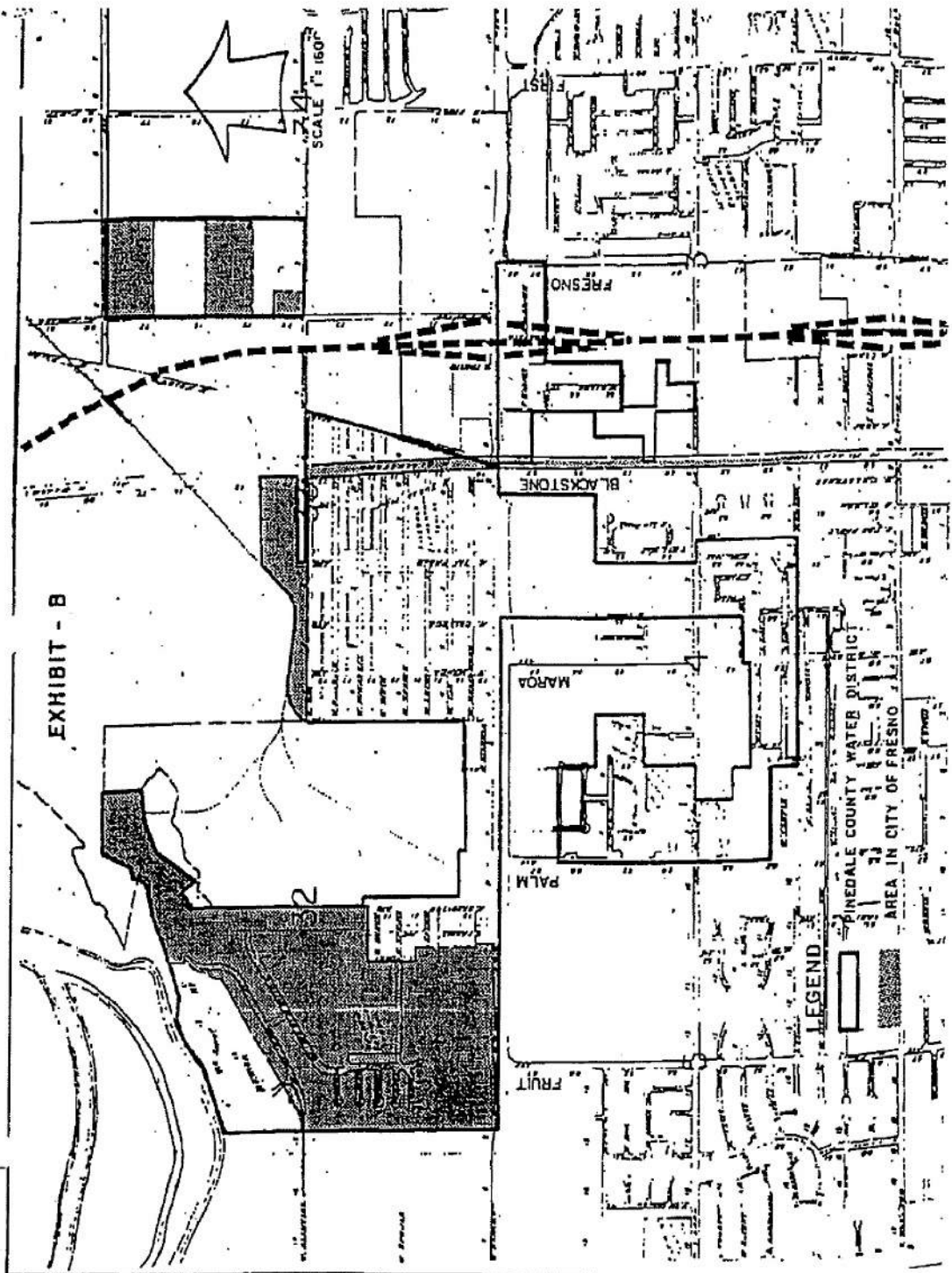


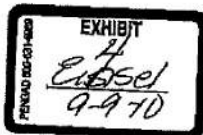
EXHIBIT 2

**AGREEMENT
TRANSPORTATION AND TREATMENT OF
PINEDALE COUNTY WATER DISTRICT SEWAGE**

THIS AGREEMENT ("Agreement") is made and entered into effective the 1st day of January, 2007 ("Effective Date"), by and between the City of Fresno ("City"), a California municipal corporation, and the Pinedale County Water District ("District"), a public entity created by and under the laws of the State of California.

RECITALS

- A. City was designated by the County of Fresno as the Chief Sewering Agent in 1966. City owns and operates a treatment works ("POTW") used for transportation and treatment of wastewater and sewage. Between 1974 and 1977, City expanded the POTW by the construction of the West Fresno-Herndon Interceptor ("Interceptor") and enlarged its regional wastewater treatment facilities ("RWTF").
- B. District and City entered into an agreement for the transportation and treatment of District sewage, dated June 3, 1976 ("1976 Contract"), following District's determination that disposal of its sewage through the Interceptor and RWTF as contemplated by the 1976 Contract was a more fiscally sound solution to upgrading its existing treatment facilities.
- C. After execution of the 1976 Contract, District was connected to City's POTW via the Interceptor. City has been receiving, transporting, treating and disposing of all sewage received from District pursuant to the terms and conditions of the 1976 Contract.
- D. In the 1990s, City constructed capital improvements to the RWTF to restore and expand its capacity. The costs of restoration were subsequently incorporated into the sewer service charge commencing in 1993, and came to be identified as the "capital component" of the sewer service charge in Article 5, Chapter 9 of the Fresno Municipal Code ("Ordinance") and in the City of Fresno Master Fee Schedule ("MFS") in 1994.
- E. A dispute arose between the parties regarding the amount and sum of monies, if any, District was required to collect and remit to City with regard to the capital component under the 1976 Contract. The dispute eventually resulted in the filing of an action, *City of Fresno v. Pinedale County Water District*, Fresno County Superior Court Case No. 05 CE CG 00782 AMS, filed in the Fresno County Superior Court on March 11, 2005 (hereinafter referred to as the "Action").
- F. The parties now desire to rescind the 1976 Contract and to settle the Action and all claims between them, and to enter into a new agreement for the transportation and treatment of District sewage on the terms and conditions as contained in this Agreement.



AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Ownership of District's System. District shall retain ownership of its existing and future expanded sewage collection system. The respective boundaries of District's existing and future expanded sewage collection system are shown on attached **Exhibit A**. In the event any property within such boundaries are, or may be, annexed to City, or if property outside District's boundaries are annexed to District, the parties agree to negotiate an appropriate amendment to this Agreement expressly providing for the ownership, maintenance and control of trunks, mains, facilities, and for sewer charges and the apportionment thereof to be applied to such property. The terms of this Agreement shall apply to all such properties until so amended.
2. Maintenance of District's System. District shall maintain and operate its sewer collection system and provide for billing and collection of sewer charges.
3. Treatment of District Sewage. City shall receive, transport, treat and dispose of all sewage from District's sewage collection system.
4. Collection and Payment of Sewer Service Charges. The parties understand and agree that the Ordinance and any documents incorporated therein by reference including, but not limited to, the MFS (hereinafter, the Ordinance and such incorporated documents are collectively referred to as "Ordinance and Regulations"), establish rates, charges, costs and fees relating to the POTW and such rates, charges, costs and fees (also referred to in this Agreement, collectively, as "sewer charges") may change or be amended or modified by City after the Effective Date of this Agreement. To the extent that the Ordinance and Regulations establish the amount of such rates, charges, costs or fees identified in this Agreement, the Ordinance and Regulations are incorporated into this Agreement. Such current rates, charges, costs and fees (hereinafter, collectively referred to as "Current Rates" and individually as the "Current Rate") are attached as **Exhibit B** (page 116 and pages 127 through 133 of the MFS currently in effect). District's duties and obligations regarding such Ordinance and Regulations are limited to that contained in this Agreement. For purposes of this Agreement, the parties understand and agree that any City changes, amendments or modifications to the Ordinance and Regulations shall only operate to increase or decrease the amount of the rates, charges, costs and fees that District is required to bill and make reasonable efforts to collect from its customers for sewer charges; and, at the time such increases or decreases go into effect, they shall be deemed incorporated into this Agreement and to supersede **Exhibit B** to such extent without attachment hereto. City shall give District 60 calendar days' written notice prior to the effective date of any such increase or decrease. District shall bill and collect from the customer sewer charges for each premise served by District's sewage collection system at the rates set forth in the Ordinance and Regulations and remit payment to City as follows:
 - i. Sewer Charges. District shall adopt the same rates for sewer charges as set forth in the Ordinance and Regulations including, but not limited to, sewer service charges, "Oversize Sewer Charges" and others identified in this Agreement.

- ii. **Fee Sharing of O&M and Oversize Sewer Charge.** District shall pay City 70% of the operations and maintenance ("O&M") component of City's sewer service charge collected by District from its customers and 70% of the Oversize Sewer Charge collected by District from its customers, for such charges as are required to be billed by District at the Current Rate. In the event that City increases the O&M component of the sewer service charge or the Oversize Sewer Charge (hereinafter referred to as "Rate Increase") above the respective Current Rate, District shall pay City 70% of the Current Rate plus 87% of the difference between the Current Rate and the Rate Increase collected by District from its customers, for such charges as are required to be billed by District at the rate resulting from the Rate Increase. (Example: The Current Rate for the O&M component of the sewer service charge for residential users is \$11.99. If City adopts a Rate Increase for this O&M component, District shall continue to be entitled to retain 30% of \$11.99, and shall remit the remaining 70% to City as to that Current Rate portion of the O&M component of the sewer service charge. With regard to the Rate Increase, District shall be entitled to retain 13% of any amount above \$11.99, and shall remit 87% on any amount above \$11.99 to City.)
- iii. **Capital Component.** Notwithstanding any other provision in this Agreement and commencing on the Effective Date, District shall pay to City 100% of the capital component of the sewer service charge collected by District from its customers.
- iv. **Pretreatment Surcharge.** Notwithstanding any other provision in this Agreement, District shall pay to City 100% of the pretreatment surcharges collected by District from its customers.
- v. **Costs for Sampling and Testing of Industrial High Strength Users.** Notwithstanding any other provision in this Agreement, District shall pay to City all costs collected by District from its customers associated with sampling and testing by City of industrial high strength users.
- vi. **"District Only" Sewer Charges.** Notwithstanding paragraph (i) of this Section 4, nothing in this Agreement shall prevent or preclude District from adopting additional "District only" sewer charges over and above the rates, charges, costs or fees established by City. Notwithstanding any other provision in this Agreement, District shall be entitled to retain 100% of the difference between the higher amount of the "District only" sewer charge and the respective sewer charge established by City. District shall distinguish the amount of "District only" sewer charges billed the customer from the amount of City's sewer charges billed the customer as part of its accounting process and records when, and for the sole purpose of, submitting payments to City. District is not required to distinguish such amounts when billing its customers; provided, however, District does not represent such total amounts billed as those established by City.
- vii. **Payment Due City.** District shall bill each premise served by District's sewer collection system at least every two consecutive calendar months.

District shall pay City within 30 calendar days of District's receipt of monies from the respective premises served by District's sewage collection system. District shall be responsible for making reasonable efforts to collect on delinquent accounts, but no monies shall be due and payable to City until 30 days after District's receipt of the monies paid on the respective delinquent account.

5. Payment of Sewer Charges Required to be Collected Prior to Effective Date. District shall remain responsible for paying to City 70% of the O&M component of City's sewer service charges and 30% of the Oversize Sewer Charge (referred to in the 1976 Contract as the "oversize charge") as required under the 1976 Contract to be collected from each premise served by the District's sewage collection system at the then applicable rates set forth in the respective MFS prior to the Effective Date. District shall pay City within 30 calendar days of the Effective Date for all such monies received by District before the Effective Date. District shall pay City within 30 calendar days of receipt of such monies for those monies received by District on or after the Effective Date.

6. Interest on Delinquent Payments. All payments due under this Agreement shall be paid by District to City at the following address:

City of Fresno
Department of Finance Enterprise Accounting
2600 Fresno Street
Fresno, California 93721-3621

If District fails to make timely payments to City as required under this Agreement, District shall also pay City interest on the unpaid amount which shall accrue at City's pooled cash rate as of July 1 of each calendar year, plus an additional 2%, not to exceed the maximum interest rate permitted by law.

7. Connection and Discharge Prohibited. District shall not allow any person to, and shall not itself, connect into the City sewer system any storm drains or roof drains. Drainage from roofs, courts or other areas shall not be allowed by District to pass into the City sewer system. District shall adopt and enforce a regulation prohibiting discharges as City imposes on discharges within the City of Fresno pursuant to Section 9-511 (entitled "Discharge Prohibitions") of the Ordinance, as said Ordinance section now reads or as it may hereafter be amended. In the event District fails to adopt and enforce such regulation, the ordinances, rules and regulations of City applicable to discharges may be enforced by City against all persons discharging into District's system, including all provisions thereof relating to disconnection from said system for violations thereof.

8. Cooperation and Inspection. District and City shall at all times cooperate and take such action as required to carry out the terms and spirit of this Agreement. District and City shall each adopt and keep in force, to the extent allowed by law, ordinances and regulations allowing employees of the respective parties to this agreement to enter upon and inspect lands and premises connected to their respective sewer systems. The authorized employees and representatives of each party shall, upon request, accompany and assist the other in making inspections of the respective sewer systems, connections thereto, and discharges therein, and make full disclosure to

the other of all available information necessary to determine if there is compliance with the provisions of this Agreement.

9. Meter Readings. Commencing January 1, 2007, District shall provide City with meter readings for commercial and industrial users, and for residential users in the District when meters are required as a matter of law. Such readings shall be provided (in electronic form, if available) every two consecutive calendar months after the respective meter is in use.

10. Repair/Replace Meters. District shall require its commercial and industrial users (to which it provides water service) to repair or replace damaged meters. District shall also require such users to repair or replace damaged meters at the request of City.

11. Satisfaction of Claims between the Parties. In full and final settlement and satisfaction of the Action, District agrees to pay City the sum of \$150,000 on or before January 1, 2007 and enter into this Agreement. Upon the execution and approval of this Agreement by the last party, City shall dismiss the Action with prejudice. It is expressly understood by the parties, by reason of the consideration hereinabove mentioned, that the parties admit absolutely no liability of any sort and have made no representations as to any liabilities or obligations and have made no agreements or promises to do or omit to do any act or thing not herein set forth.

12. Release and 1542 Waiver. Except to the extent otherwise set forth herein, the parties, for themselves and their successors, legal representatives and assigns, jointly and severally, hereby waive, release, give up and discharge any and all claims arising out of the 1976 Contract or related to the dispute which is the subject matter hereof, now and forever, including all claims, demands, causes of action and damages arising therefrom. The parties hereby waive the benefits of the provisions of Section 1542 of the California Civil Code which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The parties understand and acknowledge the significance of the consequences of waiving Section 1542 of the California Civil Code, having discussed said waiver with their respective attorneys. Each party nevertheless agrees that the releases contained herein shall not be subject to termination or rescission.

13. 1976 Contract Extinguished. City and District agree to extinguish the 1976 Contract and relinquish any claim they had or may have had under that 1976 Contract. The 1976 Contract shall terminate upon execution of this Agreement by both parties hereto. Furthermore, the parties herein acknowledge and agree that this Agreement constitutes a settlement of all disputes referenced herein between the parties pertaining to the 1976 Contract.

14. Fees Associated with Litigation. With regard to the Action and the negotiation and execution of this Agreement in settlement of such Action, it is agreed that each party shall bear its respective costs and attorneys' fees. The parties agree to equally divide the cost of the mediator incurred during this litigation.

15. Termination, Remedies and Perpetual Nature. This Agreement shall be perpetual and may not be cancelled or terminated except by mutual written consent of the parties hereto. Upon any default of a party hereto which has not been cured within 30 calendar days of written notice from the other party, such other party may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement.

16. Indemnification.

(a) District shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of District or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by District of governmental immunities including California Government Code Section 810 et seq.

(b) City shall indemnify, hold harmless and defend District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by City of governmental immunities including California Government Code Section 810 et seq.

(c) In the event of concurrent negligence on the part of District or any of its officers, officials, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(d) Notwithstanding the preceding paragraphs (b) and (c) of this section, City shall not be liable to District for damage or loss caused by any failure of the City sewer system to receive sewage from the District sewer system, whenever such failure is caused by, or results from, any natural disaster, act of God, riot or insurrection, act of war or sabotage, fire, flood, epidemic, quarantine restriction, or other condition which is beyond the control and without the fault of City in the exercise of good and efficient management and maintenance of the City sewer system.

(e) This section shall survive expiration or termination of this Agreement.

17. Insurance. It is understood and agreed that District and City maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

18. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

19. Maintenance of Records and Audit. District shall maintain all records pertaining to their sewage collection system and obligations under this Agreement including, without limitation, the identification of all District customers and respective premises, and all charges and receipts for sewer service. Such records shall be available to City or its authorized representatives, within a reasonable time but not to exceed 10 calendar days' of City's request, during regular business hours throughout the life of this Agreement and for a period of four years after termination or, if longer, for any period required by law. In addition, all books, documents, papers, and records of District pertaining thereto shall be available to City for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. District agrees to make available to City a copy of all independent audits and to allow City to conduct audits of the fiscal records of District pertaining to this Agreement as City may determine necessary. City shall have a reciprocal obligation to with respect to City's sewer revenue program and related reports. This section shall survive expiration or termination of this Agreement.

20. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

21. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

22. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

23. Compliance With Law. The parties shall at all times comply with all applicable laws of the United States, the State of California and City, and with all

applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

24. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

25. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

26. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

27. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

28. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

29. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

30. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

31. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

32. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, including, but not limited to, the Contract. This Agreement may be modified only by written instrument duly authorized and executed by both City and District.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

City of Fresno,
a California municipal corporation

By: [Signature]
Rene Ramirez, Director
Department of Public Utilities

Pinedale County Water District,
a public entity created by and under the laws of
the State of California

By: [Signature]
Richard Burrill
President

ATTEST:
Rebecca E. Klisch
City Clerk

By: [Signature]
Deputy 2/14/07

APPROVED AS TO FORM:
James C. Sanchez
City Attorney

By: [Signature]
Deputy

Addresses:
City:
City of Fresno
Department of Public Utilities
Attention: John M. Watkins,
Management Analyst
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8612
FAX: (559) 498-1304

APPROVED AS TO LEGAL FORM:
Hargrove & Costanzo

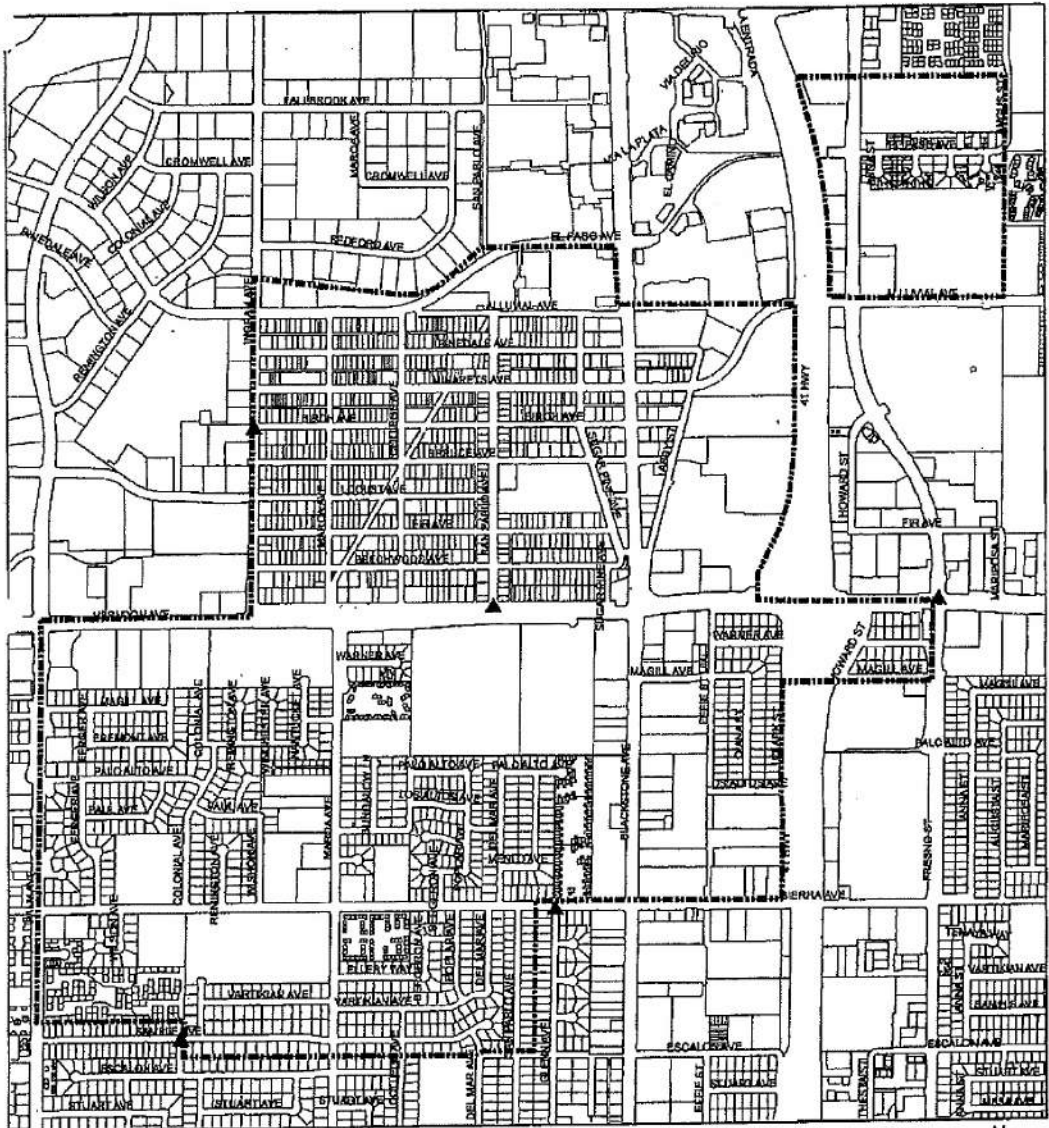
By: [Signature]
Neal E. Costanzo, Esq.
Attorney for Pinedale County
Water District

District:
Pinedale County Water District
Attention: General Manager
480 West Birch St.
Pinedale, California 93650
Phone: (559) 439-2362
FAX: (559) 439-1309

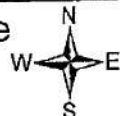
- Attachments:
1. Exhibit A - Boundaries of District's Existing and Future Expanded Sewage Collection System.
 2. Exhibit B - Current Rates (page 116 and pages 127 through 133 of the MFS effective 07/01/06 - MFS Amendment #440 (June 2006)).

NAA:eb [30535v.4eb/naa] 12/21/06

Exhibit A



Pindale County Water District (Sewer) Sphere of Influence



Legend

- ▲ PCWD Sewer Point of Sewer Connection
- ▭ PCWD Sewer Sphere of Influence

EXHIBIT A

11/17/05
pcwd.mxd

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

COMMUNITY SANITATION

Fee Description & Unit/Time	Current	Amnd
Cathode Ray Tube Disposal		In-Lieu 06/05
Computer Monitors	29.97	
Televisions under 24"	34.97	
Televisions over 25"	39.98	
Console televisions	49.95	
Illegal Pile - trash and debris		435
Total labor and equip first hour minimum	149.85	
Total labor and equip after first hour	186.11	
Refrigerator Disposal	19.98	

CONNECTION CHARGES - SEWER (FMC 9-503)

Fee Description & Unit/Time	Current	Amnd
Deferment of Payment (FMC 9-503.1) applicable to existing single-family residences anywhere in the City's service area (and commercial or industrial development in the Enterprise Zone):		407
Application		
Interest on unpaid balance / per annum, maximum 15-year term	15.00	
[* 2% above the City's pooled cash rate or maximum amount authorized by law; whichever is less as determined pursuant to FMC Section 9-503.1 (c)(1)]	(Variable %)	
House Branch Sewer Charge		
House Branch Connection / Contract cost plus	100%	
Inspection/administration / Contract cost	10.00 +10%	
Interest charge (5 year limit) / Total	7%	
Lateral Sewer Charge		
Maximum lot depth 100 feet / per square foot	0.10	
Major Facilities Sewer Charge Unit	-0-	
Oversize Charge * Maximum lot depth 100 feet / per square foot	0.05	
* For parcels in the UGM area, oversize charges are deposited into separate UGM oversize charge service area accounts.		
Copper Avenue Sewer Lift Station Benefit Service Area Fee per Equivalent Dwelling Unit (EDU)	650.00	410

All fees effective 07/01/06 unless otherwise noted
MFS Amendment #440 (June 2006) 1106509(2-35pm)

EXHIBIT B

Page 116

4-0011

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

FACILITY CHARGES - SEWER (FMC 9-305.1)

Fee Description & Unit/Time	Current	Amnd
-----------------------------	---------	------

Trunk Sewer Charge (Residential Users)

Trunk sewer service area maps are maintained by the Director of the Public Works Department.

Fee not applicable for development existing as of 10/01/92 in the Fowler Service Area per map (attached as Exhibit A).

Comella Service Area / Living unit	419.00
Fowler Service Area / Living unit	344.00
Grantland Service Area / Living unit	419.00
Harmon Service Area / Living unit	496.00

UGM Trunk Sewer Fee

See Development Dept.-UGM Fees

Wastewater Facilities Sewer Charge (Residential Users)

- for maps vested between October 26, 1992, through December 30, 1995 (Phase 1a) / per unit or LUE	1910.00
- for maps vested after December 30, 1995 (Phase 1b) / per unit or LUE (Reso 95-278, adopted 10/31/95)	2119.00

Wastewater Facilities Sewer Charge (Commercial & Industrial Users)

Formula:

Sewer Flow charge = (W * Sewer flow rate)

BOD charge = (W + 1,000,000) * X * BOD rate)

TSS charge = (W + 1,000,000) * Y * TSS rate)

W = Sewer Flow in gallons/day

X = BOD concentration in mg/L * 8.345

Y = TSS concentration in mg/L * 8.345

Sewer Flow rate / gallon per day

BOD rate / per pound

TSS rate / per pound

3.40

760.88

626.35

Trunk Sewer Charge (Commercial and Industrial Users)

Grantland/Comella Service Area / gallon per day	1.012
Fowler Service Area / gallon per day	1.233
Harmon Service Area / gallon per day	1.460

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

~~SEWER REIMBURSEMENTS/CREDITS - SEWER MAINS (FMC 9-503.2)~~

Sewer oversize credit for private installation when required to be constructed to a size larger than 8 inches (per linear foot):

10-inch diameter	2.50
12-inch diameter	4.50
15-inch diameter	8.00
18-inch diameter	13.00
21-inch diameter	19.00
24-inch diameter	26.00
27-inch diameter	31.00
UGM area, except as provided in FMC 9-503.2(c) - maximum	17,000.00

Extra depth credit for oversize sewer installations (per linear foot):

Depth over 8 to 12 feet	1.00
Depth over 12 to 16 feet	4.00
Depth over 16 to 20 feet	9.00
Depth over 20 feet	15.00

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES

Each Wastewater rate below consists of two components, Capital and Operation and Maintenance (O&M). This breakdown is listed below each rate for your information.

~~Rate Description: Sewer Service Charges, Industrial Users (as defined in Section 9-501.1 of the FMC)~~

Sewer Service Charges, Industrial Users (as defined in Section 9-501.1 of the FMC)

High Industrial: Sewage effluent volume of 25,000 gallons in a single day, or Biochemical Oxygen Demand (BOD) greater than 255 mg/liter (mg/l), or Total Suspended Solids (TSS) greater than 300 (mg/l).

Total fee amount is based on three components:

Flow (in hundred cubic feet (HCF) or gallons), pounds of BOD, and pounds of TSS.

Potable water, metered

Per HCF		.293
Capital	.057	
O&M	.236	
+ BOD / pound		.151
Capital	.028	
O&M	.123	
+ TSS / pound		.172
Capital	.032	
O&M	.140	

or

Per 1,000 gallons*		.392
Capital	.077	
O&M	.315	
+BOD / pound		.151
Capital	.028	
O&M	.123	
+ TSS / pound		.172
Capital	.032	
O&M	.140	

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES

Fee Description Unit of Measure Current Rate Amended Rate

High Industrial (continued)

Sewage effluent, metered

Per HCF

Capital .063

O&M .260

+ BOD / pound

Capital .028

O&M .123

+ TSS / pound

Capital .032

O&M .140

or

Per 1,000 gallons¹

Capital .083

O&M .350

+ BOD / pound

Capital .028

O&M .123

+ TSS / pound

Capital .032

O&M .140

Pounds of BOD or TSS can be calculated using the following formulas:

Pounds BOD = (W + 1,000,000) * 8.345 * BOD concentration in mg/l

Pounds TSS = (W + 1,000,000) * 8.345 * TSS concentration in mg/l

Low Industrial:

Potable water, metered

HCF

Capital .121

O&M .501

1,000 Gallons¹

Capital .161

O&M .670

¹ There are 748 gallons in a hundred cubic feet (HCF). Rates per 1,000 gallons are approximate as they have been rounded to the 3rd decimal place.

All fees effective 07/01/06 unless otherwise noted

MFS Amendment #440 (June 2006) [10/05/06(2:35pm)]

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES

Fee Description Unit/Time Current Amnd

Low Industrial (continued)

Sewage effluent, metered

HCF .684

Capital .131

O&M .553

1,000 Gallons¹ .914

Capital .177

O&M .737

Minimum Charge

Month 14.86

Capital 2.874

O&M 11.991

Sewer Service Charges, Commercial Users - classification determined by concentration (mg/l) of Biochemical Oxygen Demand (BOD) or Total Suspended Solids (TSS) present in flow.

High: BOD or TSS greater than or equal to 501 mg.

Portable water, metered

HCF 2.029

Capital .392

O&M 1.637

1,000 Gallons¹ 2.712

Capital .525

O&M 2.187

or

Sewage effluent, metered

HCF 2.231

Capital .432

O&M 1.799

1,000 Gallons¹ 2.983

Capital .577

O&M 2.406

Minimum Charge

Month 14.86

Capital 2.874

O&M 11.991

¹ There are 748 gallons in a hundred cubic feet (HCF). Rates per 1,000 gallons are approximate as they have been rounded to the 3rd decimal place.

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES

Medium: BOD or TSS without a range of 201-500 mg/l

Potable water, metered

HCF 1.035

Capital .200

O&M .835

1,000 Gallons 1.385

Capital .268

O&M 1.117

or

Sewage effluent, metered

HCF 1.139

Capital .220

O&M .919

1,000 Gallons 1.523

Capital .294

O&M 1.229

Minimum charge

Month 14.86

Capital 2.874

O&M 11.991

Low: BOD or TSS within the range of 0-200 mg/l

Potable water, metered

HCF .622

Capital .121

O&M .501

1,000 Gallons¹ .831

Capital .161

O&M .670

or

Sewage effluent, metered

HCF .684

Capital .132

O&M .552

1,000 Gallons¹ .914

Capital .177

O&M .737

¹ There are 748 gallons in a hundred cubic feet (HCF). Rates per 1,000 gallons are approximate as they have been rounded to the 3rd decimal place.

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES

Fee Description Unit/Amount Current Amount

Minimum Charge		
Month		14.86
Capital	2.874	
O&M	11.991	

Sewer Service Charges, Residential Users

Single Family:		
Unit per month		14.86
Capital	2.874	
O&M	11.991	

Senior Citizen (62 years or older) meeting all the conditions listed below / per month: 13.38

1. Single-family residents only;
2. Service must be in name of senior citizen;
3. Occupants of residence must be senior citizen or dependents of senior citizen (not to exceed three occupants per residence);
4. Benefiting senior citizen must notify the City when they no longer qualify.

Multi-family:		
First unit / per month		14.86
Capital	2.874	
O&M	11.991	
Each Additional unit / per month		9.99
Capital	1.928	
O&M	8.063	

Sewer Service Charges, Schools (on the basis of average daily attendance):

Kindergarten/elementary		
Student/Year		9.208
Capital	1.766	
O&M	7.442	

Middle		
Student/Year		14.289
Capital	2.757	
O&M	11.532	

Senior high		
Student/Year		16.874
Capital	3.621	
O&M	13.613	

All fees effective 07/01/06 unless otherwise noted
MFS Amendment #440 (June 2006) [10:05:06(2:35pm)]

Page 131

4-0018

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES

Fee Description Unit Time Current Amnd

Sewer Service Charges, Schools (continued)

Parochial			
Student/Year			4.982
Capital	.973		
O&M	4.009		

College			
Student/Year			6.144
Capital	1.189		
O&M	4.955		

Septage Disposal			In-Lieu 08/05
Pumper truck			
1,000 gallons ¹		69.812	
Capital	13.496		
O&M	56.316		

Septic disposal station keys:			
Replacement / per key		25.00	

Pretreatment Surcharges (monthly charges)

Category I - Individual permit ¹	27.54
Category II - General permit ²	4.05
Category III - No permit required ³	1.29
Category IV - All residential users	0.06

- * All industrial high-strength and categorically regulated users.
- ** All commercial establishments which may require pretreatment and monitoring activity (automotive repair, bakeries—retail, car washes, hotels/motels with dining facilities, laundromats, markets with garbage disposals, mortuaries, nursing homes, printers, restaurants, shopping centers).
- *** No discharge of process water (automotive—retail, business/services).

¹ There are 748 gallons in a hundred cubic feet (HCF). Rates per 1,000 gallons are approximate as they have been rounded to the 3rd decimal place.

All fees effective 07/01/06 unless otherwise noted
MFS Amendment #440 (June 2006) [100506(2:35pm)]

CITY OF FRESNO MASTER FEE SCHEDULE

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES

Fee Description	Unit/Amount	Comments	Amend
Special Charges and Penalties			435
Disconnection or reconnection inspection fee / per inspection	12.50		
Discharge flow dye test / per test	43.75		
Penalty for non-submittal of wastewater discharge permit application			
HCF	0.76		
1,000 gallons	1.003		
Administrative penalty for failure to meet reporting deadlines:			
First day late (after 5 business days grace period) / per day	35.00		
Each additional day late	17.50		
General Inorganic and bacteriological analysis/per hour	50.00		
Composite Sampler Rental / per day	75.00		
Pretreatment enforcement charges/per hour	45.00		
Miscellaneous non-enforcement charges/per hour	45.00		

January 31, 2007

TO: MAYOR ALAN AUTRY
FROM: REBECCA E. KLISCH, CMC
City Clerk

Council Adoption: 1/30/07
Mayor Approval:
Mayor Veto:
Override Request:

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 1/30/07, Council took legislative action entitled **Appv agrmnt w/Pinedale Co. Water Dist, rescind 1976 contract for sewer transportation and treatment, Item No. 1A**, by the following vote:

Ayes	:	Calhoun, Dages, Duncan, Sterling, Westerlund, Xiong, Perea
Noes	:	None
Absent	:	None
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before February 12, 2007. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)

Alan Autry, Mayor

Date: _____

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes	:
Noes	:
Absent	:
Abstain	:

EXHIBIT 3

Sewer Service Only

Madera County
Fresno County

WEST AVE

FRUIT AVE

SIERRA AVE

PALM AVE

GRAM AVE

ALLUVIAL AVE

HERNDON AVE

FRESNO AVE

FIRST AVE

COLE AVE

NEES AVE



Fresno Local Agency Formation Commission Pinedale County Water District

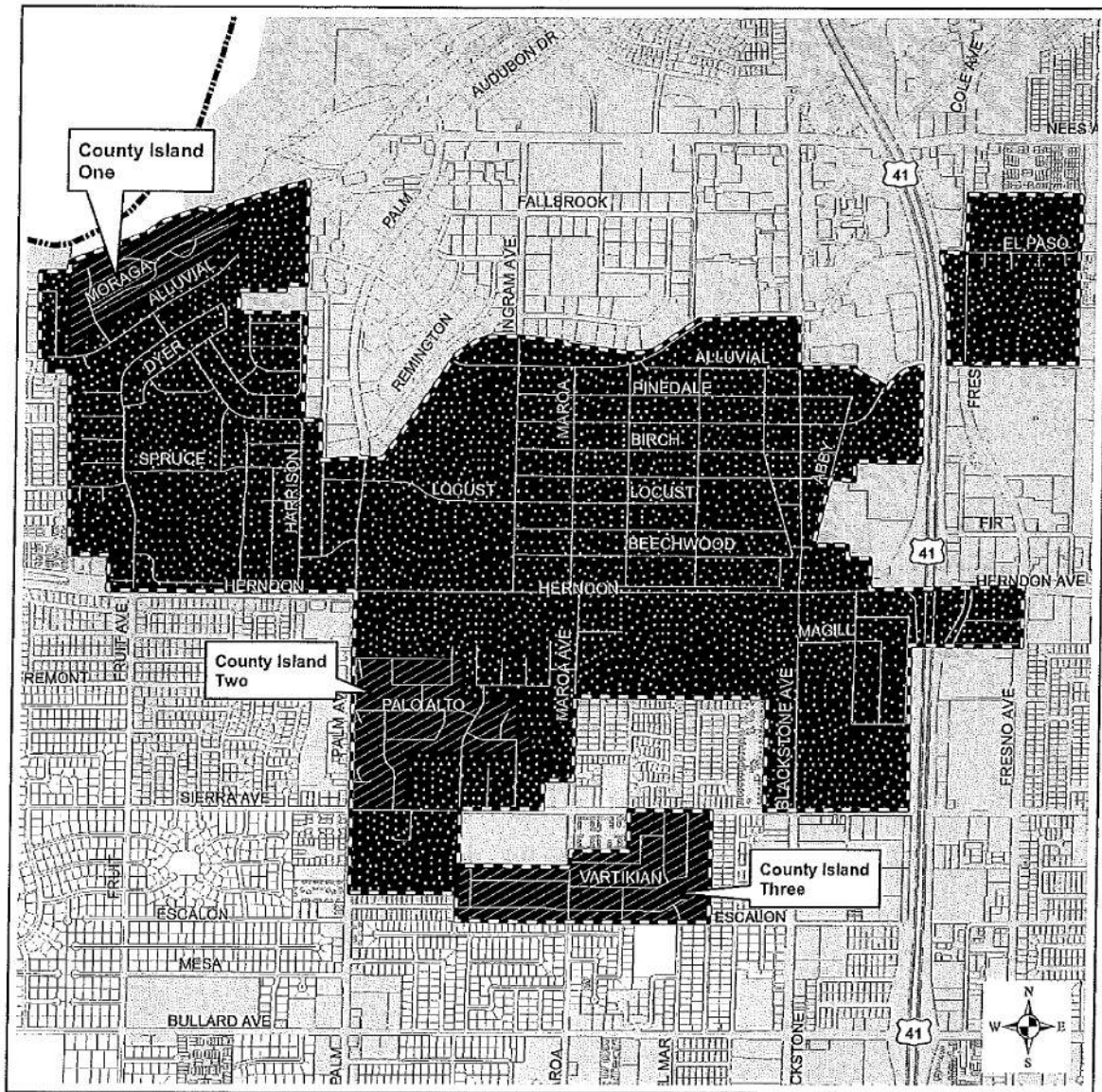
- District SOI
- District Area
- Fresno SOI
- City of Fresno
- City Overlapping District

Map Date: November 2007
District Area: 850 Acres
Sphere Area: 699 Acres

District Formed: 1954
SOI Adopted: 03/14/1975
SOI Updated: 10/10/2007

Fresno Local Agency Formation Commission Pinedale County Water District

Note: District water and solid waste service area
shown in one sphere of influence



- District Sphere of Influence
- District Water Service Area
- Incorporated District Service Area
- District Solid Waste Service Area
- Fresno Sphere of Influence

District Formed: 1954
SOI Adopted: 08/06/1978
SOI Updated: 06/08/2016
Map Date: 06/08/2016

District Service Areas
Water: 886 acres
Solid Waste: 120 acres

Sphere Area: 886 Acres

EXHIBIT 4



County of Fresno

COUNTY CLERK/REGISTRAR OF VOTERS

JAMES A. KUS

July 25, 2024

BY E-MAIL

Neal E. Costanzo

Costanzo and Associates
575 E. Locust Ave. Suite 115
Fresno, CA 93720
Phone: (559) 261-0163
mike@costanzolaw.com

RE: Pinedale County Water District Voter Map

Dear Mr. Costanzo:

This letter responds to your letter, dated July 22, 2024, regarding the Pinedale County Water District ("District") voter map for the November 5, 2024 election.

In your letter, you refer to a map of the District's sewer service area and sphere of influence that was included in the June 2016 Municipal Service Review ("MSR") for the District. You say that the "MSR approved by LAFCo [reflects] the fact that the sewer service area map has been formally approved by LAFCo," and you ask the Fresno County Clerk/Registrar of Voters' Department (the "Department") to "include as part of the District boundaries, the boundaries depicted by the map for sewer service only."

The 2016 MSR and the map showing the District's sewer service area and sphere of influence are helpful to identify the area of the District's services, but we cannot rely on them to update the District's physical boundaries for purposes of the District's November 5, 2024 election.

We understand that a MSR is limited to "an analysis conducted by [LAFCo] documenting and analyzing the services in a particular geographic region or jurisdictional area." (Gov. Code §§ 56074.5 and 56430.) We also understand that a District's sphere of influence is "a plan for the *probable* physical boundaries and service area of a local agency, as determined by [LAFCo]." (Gov. Code § 56076, *emphasis added*.)

The law says that changes in a District's physical boundaries are conducted through the formal proceedings of a change of organization or reorganization. (Gov. Code § 56100, *et seq.*) And a successful change of organization or reorganization, which may include an annexation to a District, is initiated by a petition or resolution, and results in a certificate of completion that is recorded with the County Recorder, with a description of the territory affected by the change of organization or reorganization. (Gov. Code §§ 56021, 56650, 57201.)

YOUR DIRECT LINK TO
Fresno County Elections

★ VoteFresnoCounty.com ★

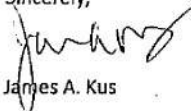
2221 Kern Street • Fresno, California 93721
Elections (559)600-8683 • Toll-Free (844)977-8683 • Fax (559)488-3279
Email: Clerk-Elections@FresnoCountyCA.gov

The County of Fresno is an Equal Employment Opportunity Employer

To be able to consider your request to "include as part of the District boundaries, the boundaries depicted by the map for sewer service only," the Department will need a copy of the recorded certificate of completion reflecting this change of organization or reorganization.

The Department is diligently preparing for the November 5, 2024, Consolidated General Election. Please let us know not later than August 2, 2024, if you can provide the records requested, above, so we can timely review the information and/or records and continue our preparations for the November 5, 2024 election.

Sincerely,



James A. Kus

County Clerk/Registrar of Voters

EXHIBIT 5

NEALE E. COSTANZO
MICHAEL G. SLATER

LAW OFFICES
COSTANZO & ASSOCIATES
A PROFESSIONAL CORPORATION
575 E. LOCUST AVENUE
SUITE 115
FRESNO, CALIFORNIA 93720-2928
(559) 261-0163

FAX (559) 261-0708

August 8, 2024

James A. Kus
Fresno County Clerk & Registrar of Voters
2220 Tulare Street
Fresno, CA 93721
jkus@fresnocountyca.gov

**Re: Refusal of Fresno County Clerk/Registrar of Voters to Allow Incumbent
Member of Pinedale County Water District Board of Directors to File
Candidacy Papers Needed for Reelection**

Dear Mr. Kus:

It has been confirmed, twice before in emails to you, to which you have failed to respond that your refusal to accept the filing of candidacy papers required for the reelection of an incumbent board member, Fred Gonzales, is based upon your very incorrect conclusion that Pinedale County Water District's "boundaries" for the purposes of determining who the electors of the District are, is hinged on the conclusion that LAFCO's "Sphere of Influence" maps of the District's water and sewer and sewer services only area approved on October 10, 2007, do not define the boundaries of the District for purposes of this election. Your July 25, 2024, letter to me states that the Sphere of Influence (SOI) maps approved by LAFCO on that date, cannot be used for purposes of defining the District's boundaries because a Sphere of Influence is a "plan for the probable physical boundaries and service area of a local agency under Government Code §56076. When Mr. Gonzales attempted to file his candidacy papers, he was told that although he resides in the District's service area he does not reside within the District's boundaries and is therefore not an elector of the District entitled to occupy a position on its Board of Directors.

In an effort to have you correct your incorrect legal conclusions concerning the qualifications of candidates for election to the Pinedale Board of Directors, I pointed out that your basis for refusing Mr. Gonzales' declaration of candidacy is quite contrary to the provisions of the Elections Code and the Water Code which is the principle act under which a county water district like Pinedale is formed. §10514, of the Elections Code provides that the qualifications of a candidate for elective office of a district shall be determined by the principal act of that district. As explained in the July 31, letter to which you failed to respond, LAFCO is not limited to

establishing boundaries for a special district in response to a petition for and completion of change of organization or reorganization but may act in any manner set by its own policies so long as those are consistent with statute and may make determinations concerning the service area of a special district in connection with a Municipal Service Review (MSR). (Government Code §56430(a)(7)).

Many different types of special districts fit the definition of a special district provided for by LAFCO law at §56036 and, as noted previously, the definition of that term is precisely the same in LAFCO law as it is in the Elections Code.

In *City of Hesperia v. Lake Arrowhead Community Services District* (2023) 93 Cal.App.5th 489, the City challenged the Community Services District's participation in a state renewable energy self-generation credit transfer program, because the territory where the district established a solar farm to generate electricity for use in providing water and wastewater services was not within its service area, and therefore not within its boundaries so that it would be ineligible for participation in that program. In rejecting the City's argument that the boundaries of the Community Services District were limited to its service area which, incidentally, were defined by two separate maps adopted by that county's LAFCO as Sphere of Influence Maps for territory to which the District provided either one or both water or wastewater services and included the area used to generate solar power. The Court's decision makes plain the service area as defined by a LAFCO Sphere of Influence map which identified the District's service area for providing either water or wastewater services were necessarily part of the District's boundaries as defended by LAFCO. The Court of Appeal observed:

"Although the City does not expressly say so, the City's argument that the Hesperia Farms property, [the location of the solar farm] is located outside the District's "geographical boundary" appears to hinge on the idea that an area that is "governed by" the District is equivalent to the District's "service area — i.e., the outer limit of the area over which the District has been authorized to provide water and/or wastewater services to the public. . . . We are not convinced, however, that the District service area is equivalent to the "geographic boundary" of a special district for purposes of the . . . program. In part, we question such a definition because a special district may have different service area boundaries for the different services it provides, making it difficult to discern which service area should define a special district's "geographic boundary". For example, the record demonstrates that the District's water service boundary is not the same as the District's wastewater service boundary. Further, we disagree with the idea that a special district may not possess certain limited governing powers that extend beyond the special district's service area, particularly where the area in question is fundamental to the provision of those services."

On that basis, the Court of Appeal determined that the location of the solar farm which provided electricity to operate the District's water and wastewater facilities was necessarily part of its geographic boundary and the boundary and area "governed by" the District was comprised not only of its service area, regardless of which service was provided to which area but included the area at which the solar farm had been located by the District.

When you rejected Fred Gonzales' candidacy declaration, I telephoned you, and emailed you, twice, seeking the identity of the County Counsel on whom you are apparently relying for your erroneous conclusion that the District's wastewater service area boundary map established by LAFCO as an SOI map does not depict part of its geographical boundaries so that I can explain to the attorney why his or her conclusions are incorrect. As noted, given that there is only one day left for candidates to file their candidacy declaration, I cannot possibly seek a writ of mandate from the court in time for Fred Gonzales to file those papers. You are apparently going to refuse to provide me with the identity of the counsel providing you with advice which, depending on the outcome of the election for the Board of Directors of Pinedale County Water District may result in a later mandate petition setting aside the entirety of the election results. The cost to Pinedale County Water District of making that challenge, and in conducting a subsequent election will be one that the County will be required to bear.

I would urge you to respond to my requests so that these legal challenges can be avoided. If you are simply going to refuse to respond to me, we will have no choice but to challenge the results of this election or, if three positions up for election are not filled as a result of the election, we will appoint Fred Gonzales to this vacant seat.

Very truly yours,

COSTANZO & ASSOCIATES

Neal E. Costanzo

NEC/fs
Enclosures
c/c Jason Franklin

EXHIBIT 6

NEAL E. COSTANZO
MICHAEL G. SLATER

LAW OFFICES
COSTANZO & ASSOCIATES
A PROFESSIONAL CORPORATION
675 E. LOCUST AVENUE
SUITE 115
FRESNO, CALIFORNIA 93720-2928
(559) 261-0163

FAX (559) 261-0708

May 18, 2026

Via Email Only
James Kus
Fresno County Clerk / Registrar of Voters
jkus@fresnocountyca.gov

Rebekah Eropkin
Office of the County Counsel,
2220 Tulare St, Suite 500,
Fresno, CA 93721
reropkin@fresnocountyca.gov

Re: November 3, 2026, Consolidated Election

Dear Mr. Kus:

As you know this office represents Pinedale County Water District (PCWD or "District") as its General Counsel. We are aware that in late April, notices were sent to Cities that have offices up for election at the November 3, 2026, consolidated state wide general election notifying them of the necessity for adoption of a resolution under Elections Code § 10002, requesting the Board of Supervisors of the County to permit the County Elections Official to render its services relating to the conduct of the election. That requirement is also referred to in Elections Code § 10502 (a) and § 10403 requires a resolution of the governing board that requests that the District's election be consolidated with the statewide election, among other things.

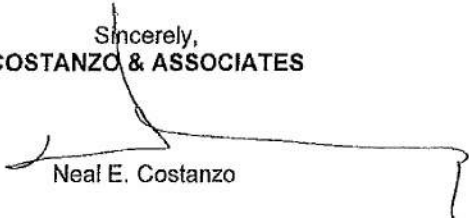
As you are also aware, on February 23, 2026, at the request of the District, LAFCO adopted new maps for the District tied to the county system depicting the entirety of its boundaries in three separate maps. The District made that request because of the manner in which the elections office conducted the election in 2024 by using the map depicting the District's water service territory only and disregarding and thereby disenfranchising residents of the District within its sewer service area only. You specifically represented to me in a series of letters that the sewer service map would not be used because it was designated as "District SOI updated maps" (adopted 10/10/2007).

Copies of the new maps are attached and are available at LAFCO's website and have been made specifically available to your office. The maps reflect the entirety of the District's Boundaries for purposes of the election. The entirety of the District's service area, whether that be for sewer or water service is required to be included in the District's boundaries for purposes of conducting the consolidated statewide election on November 3, 2026.

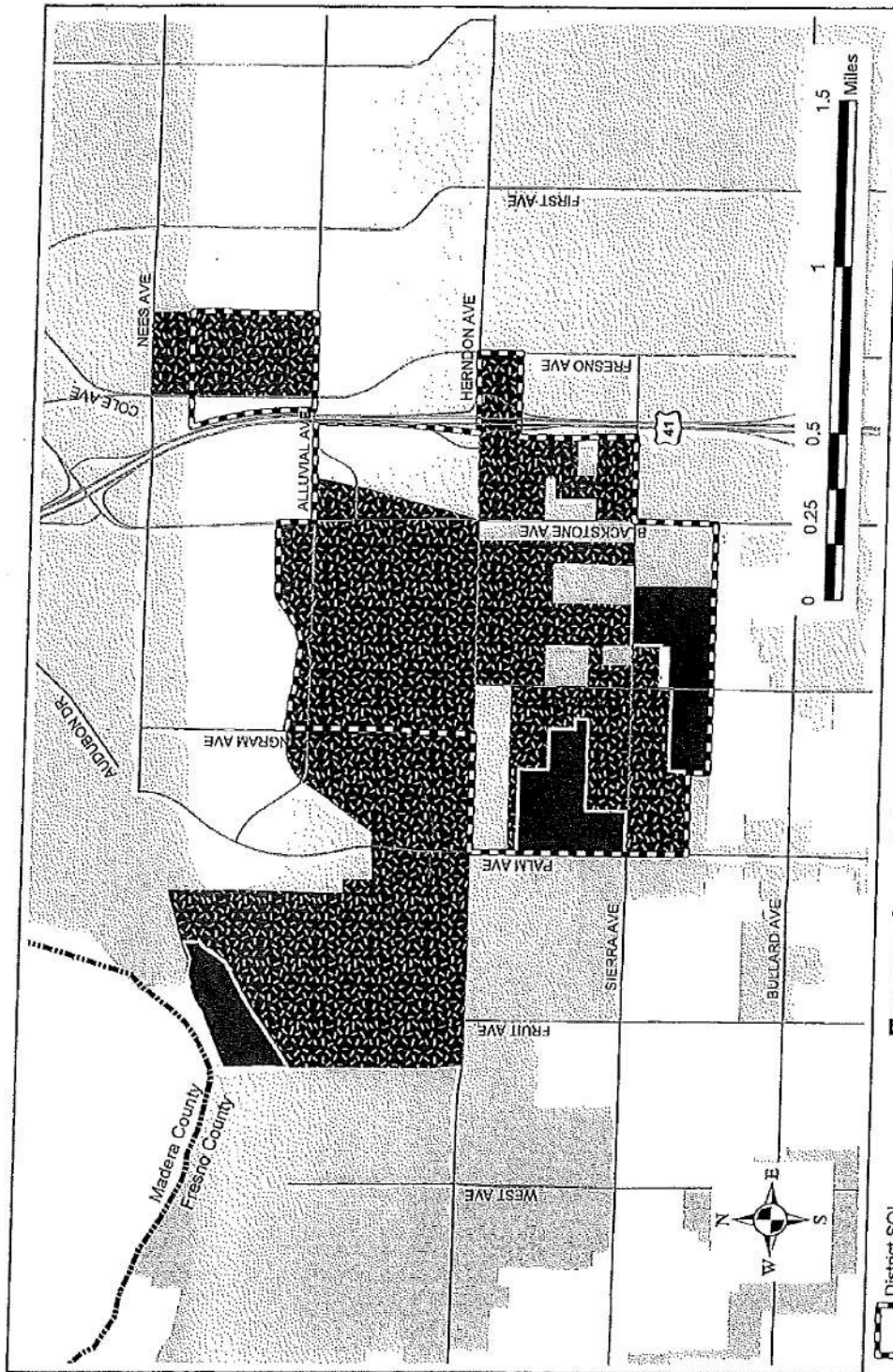
Kindly advise me whether you intend to conform with the requirements of law and include the entirety of the District's service areas in determining who is entitled to vote, receive a ballot, or file candidacy nomination papers for inclusion on the ballot. If we do not receive your request for the aforementioned resolution consolidating the election and requesting the county to preform specified services in this election, we will be adopting a resolution and providing it to the county board of supervisors and to your office at the District's next regular board meeting on June 10, or before, if it decides to do so at a special meeting called for that purpose. So that the District may avoid seeing numerous of its constituents deprived of the right to vote, we would ask that you confirm that your office intends to use these 2026 maps adopted by LAFCO.

Thank you for your attention to this matter we look forward to hearing from you relative to your willingness to conform to the requirements of law, all of which have been detailed for you in the past, in conducting the District's election.

Sincerely,
COSTANZO & ASSOCIATES



Neal E. Costanzo



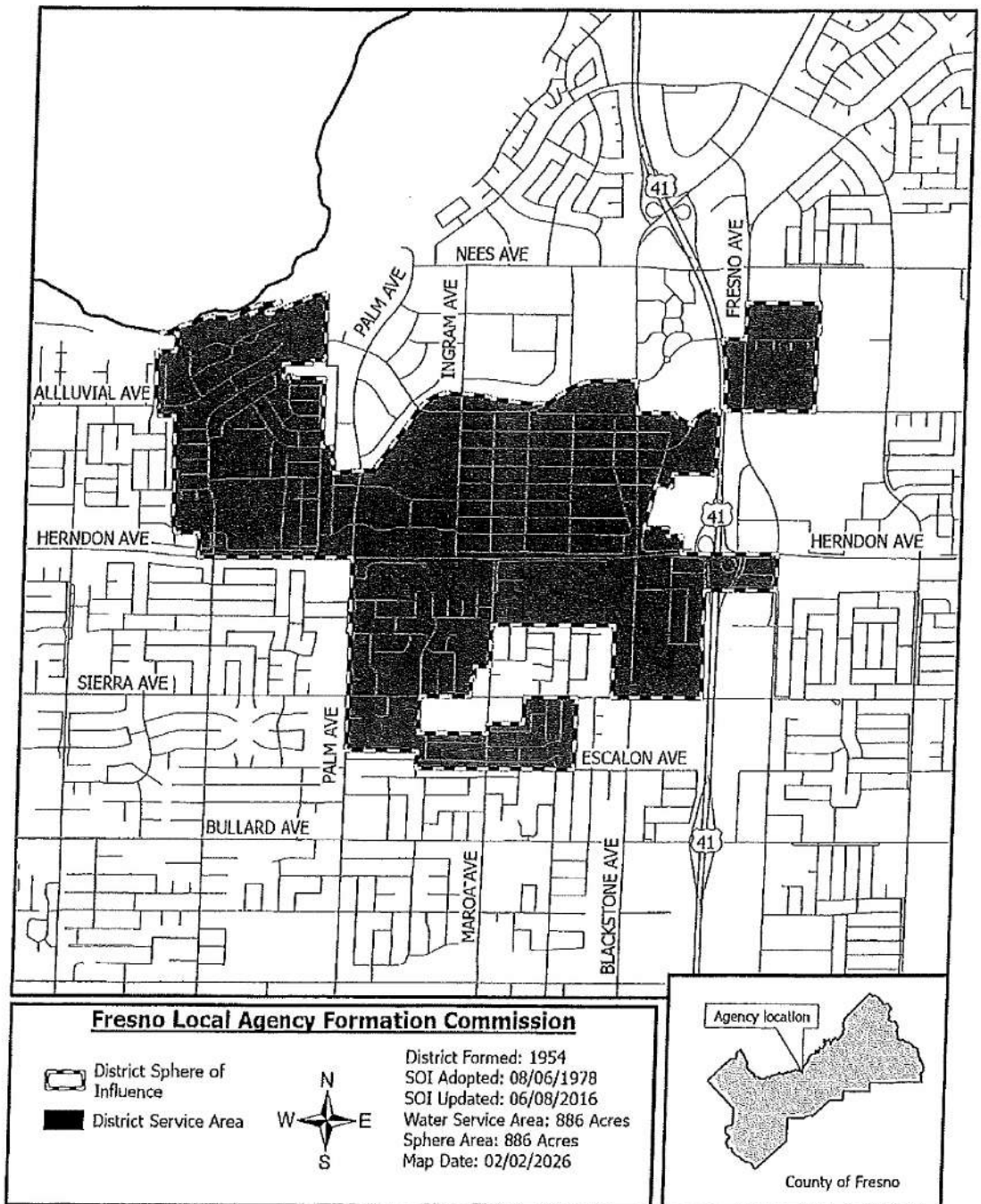
-  District SOI
-  District Area
-  Fresno SOI
-  City of Fresno
-  City Overlapping District

Fresno Local Agency Formation Commission Pinedale County Water District Sewer Service Area

District Formed: 1954
 SOI Adopted: 03/14/1975
 SOI Updated: 10/10/2007

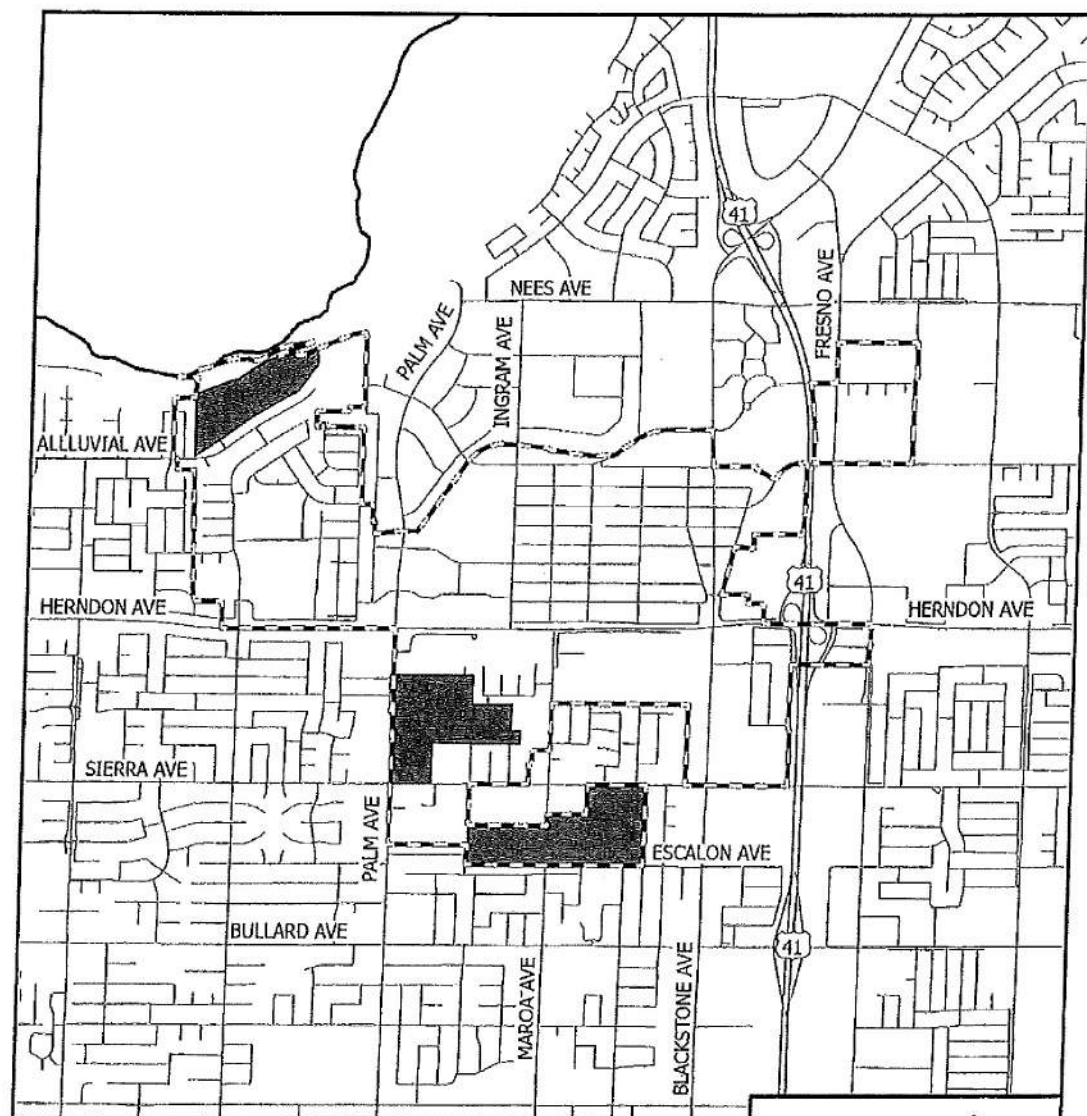
Map Date: February 2026
 District Area: 850 Acres
 Sphere Area: 699 Acres

Pinedale County Water District Service Area



Pinedale County Water District

Solid Waste Service Area



Fresno Local Agency Formation Commission



District Sphere of Influence



Solid Waste Service Area



District Formed: 1954
 SOI Adopted: 08/06/1978
 SOI Updated: 06/08/2016
 Solid Waste Service Area: 120 Acres
 Sphere Area: 886 Acres
 Map Date: 02/23/2026

Agency location



County of Fresno

EXHIBIT 7



Douglas T. Sloan
County Counsel

June 18, 2026

Neal E. Costanzo
Costanzo & Associates
575 E. Locust Ave., Ste. 115
Fresno, CA 93720
neal@costanzolaw.com

Sent via e-mail

Re: Pinedale County Water District's November 2, 2026 General Election

Dear Mr. Costanzo:

As you know, our Office represents James Kus, the Fresno County Clerk/Registrar of Voters (ROV). We acknowledge receipt of your letter, dated May 18, 2026, and Pinedale County Water District's (District) Resolution No. 2026-02, adopted June 10, 2026, which was received by the ROV's Office by e-mail on June 16, 2026.

In your letter, you state that "LAFCO adopted new maps for the District tied to the county system depicting the entirety of its boundaries in three separate maps." You attached the three maps, and state that "[t]he entirety of the District's service area, whether that be for sewer or water service is required to be included in the District's boundaries for purposes of conducting the consolidated statewide election on November 3, 2026."

Resolution No. 2026-02 orders and requests consolidation of the District's General Election to be held November 3, 2026 "within and including the entire Territory of the District" and defines the term "Territory of the District" as "that territory specified by those certain maps adopted by the Fresno County Local Agency Formation Commission on February 2, 2026, fixing the Sewer and Water Service Areas of the [District], copies of which are attached to this Resolution." The maps attached to Resolution No. 2026-02 are the same maps attached to your letter.

In March 2026, the ROV confirmed the District's jurisdictional boundary map with LAFCo, which is the same map used by the ROV in the District's November 2024 General Election. The ROV's jurisdictional boundary map is most accurately depicted in the map you provided with your letter (also attached to Resolution No. 2026-02) titled "Pinedale County Water District Service Area." This map includes the annexations and detachments that were approved by LAFCo at its June 8, 2016 public meeting. For your convenience, we have attached a copy of the recorded "Pinedale County Water District Reorganization, 2014" documents, dated August 15, 2016.

Neal E. Costanzo

Re: *Pinedale County Water District's November 3, 2026 General Election*

June 18, 2016

Page 2

The sewer service area map included with your letter (also attached to Resolution No. 2026-02) does not include the annexations and detachments from the recorded "Pinedale County Water District Reorganization, 2014" documents. It is also different from the sewer service area map currently posted on LAFCo's website. We provide you with a copy of that sewer service area map, dated February 23, 2026, which the ROV received from LAFCo in March 2026. You may also access this map at the following website address: <https://www.fresnolafo.org/files/dcc88988a/Pinedale%2BCWD%2BMaps.pdf>.

The sewer service area map, dated February 23, 2026, shows areas within the District's sewer service area that are outside of the District's jurisdictional boundaries. We understand these areas include customers who do not reside within the jurisdictional boundaries of the District but receive sewer services from the District through an extended services contract or agreement pursuant to Government Code section 56133, or a similar contract or agreement with another agency. (Gov. Code, § 56133(e); Water Code, §§ 31100, 31101.5.)

Water Code section 30021 requires the District's voters to be residents of the District. Accordingly, sewer service customers who reside outside of the jurisdictional boundaries of the District are not considered voters of the District under the law. If you disagree, we would be pleased to consider any legal authority that you are aware of recognizing customers residing outside of a county water district as voters of the district, and ask that you please provide us with your legal authority by **5:00 p.m. on July 1, 2026**.

On June 18, 2026, the ROV confirmed with LAFCo that there have been no change of organization or reorganization proceedings since the recorded "Pinedale County Water District Reorganization, 2014" in 2016. To consider "[t]he entirety of the District's service area, whether that be for sewer or water service," as you state in your letter, to be within the District's jurisdictional boundaries, the ROV will need a copy of a recorded Certificate of Completion confirming the annexations of the sewer service areas located outside the jurisdictional boundaries to the District and their detachments from the City of Fresno.

Without a recorded Certificate of Completion reflecting these changes, the ROV does not have authority to adjust the jurisdictional boundaries of the District through a Resolution ordering a General Election, like Resolution No. 2026-02.

Any changes to the District's jurisdictional boundaries need to be conducted through the formal proceedings of a change of organization or reorganization through LAFCo, resulting in a recorded Certificate of Completion. (Gov. Code, §§ 56021, 56650, 57200, 57201, 57203.) The County Surveyor/GIS and the ROV's Office need a recorded Certificate of Completion, with legal descriptions and maps, to make any adjustments to the jurisdictional boundaries of the District. (Gov. Code, § 57203.)

Please provide our Office with a copy of the recorded Certificate of Completion confirming the areas in the sewer service area that are not within the District's jurisdictional boundaries were annexed to the District by **5:00 p.m. on July 1, 2026** so the ROV can apply the changes in time for the District's November 3, 2026 General Election. (Elec. Code, § 12262.)

Neal E. Costanzo

Re: *Pinedale County Water District's November 3, 2026 General Election*

June 18, 2016

Page 3

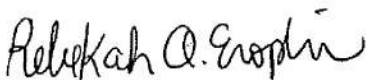
If the District does not provide a recorded Certificate of Completion by July 1, 2026, the ROV will conduct the District's November 3, 2026 General Election using the current jurisdictional boundary map, which has not changed since 2016 following the recording of the "Pinedale County Water District Reorganization, 2014" documents.

Additionally, if the District cannot provide a recorded Certificate of Completion reflecting any new jurisdictional boundary changes, the District will need to revise its Resolution No. 2026-02 by 5:00 p.m. on July 1, 2026 by striking the second recital with the legally inaccurate definition of the term "Territory of the District."

Sincerely,

DOUGLAS T. SLOAN

County Counsel

A handwritten signature in black ink, appearing to read "Rebekah A. Eropkin". The signature is fluid and cursive, with the first name being the most prominent.

By Rebekah A. Eropkin

Senior Deputy County Counsel

Attachments: Pinedale County Water District Reorganization, 2014
Sewer Service Area map, dated February 23, 2026

RECORDING REQUESTED BY AND MAIL TO

NAME FRESNO LAFCO

STREET 2607 FRESNO STREET, SUITE B

CITY & STATE FRESNO, CA 93721

ATTN: CANDIE


FRESNO County Recorder
Paul Dictos, C.P.A.
DOC- 2016-0106538
Monday, AUG 15, 2016 11:00:57
Ttl Pd \$0.00 Rcpt # 0004592106
KJE/R3/1-26

**“PINEDALE COUNTY WATER
DISTRICT REORGANIZATION,
2014”**

Not A

**CERTIFICATE OF COMPLETION
FRESNO COUNTY LOCAL AGENCY FORMATION COMMISSION**

The Fresno Local Agency Formation Commission has completed the Conducting Authority proceedings.

The names of the agencies whose territory is changed and the type of change for each are:

Annexations of territory to the Pinedale County Water District and detachment from the City of Fresno;
Annexations of territory to the City of Fresno and detachment from the Pinedale County Water District.

The County in which the entire boundary change occurred is Fresno County.

The short title of the reorganization proceeding is "Pinedale County Water District Reorganization, 2014," LAFCo File No. RO-14-3.

The affected territory is inhabited.

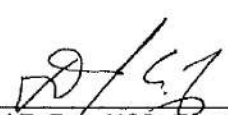
The change of organization was ordered without an election, and Resolution No. RO-14-3 ordering the change of organization was adopted by the Fresno Local Agency Formation Commission on June 8, 2016.

Maps and legal descriptions of the territory affected by the reorganization are set forth in Exhibit "A", attached.

The condition of approval was as follows and has been complied with:

Pursuant to Fresno LAFCo policy 103-05, the Executive Officer shall record the approved application if all conditions have been satisfied and once he or she has determined that the facts pertaining to the application during the time of recording are materially similar to those facts considered by the Commission when the application was approved. Facts, as used in the proceeding sentence, is defined to include, but is not limited to, whether or not the proposed project is materially similar to the project described in any application before the Commission.

I, David E. Fey, Executive Officer of the Fresno Local Agency Formation Commission, do hereby certify that the attached maps and legal descriptions for the change of organization do comply with the Commission's resolution of approval.



David E. Fey, AICP, Executive Officer
Fresno Local Agency Formation Commission

Dated: August 15, 2016

Exhibit A

PINEDALE COUNTY WATER DISTRICT LEGAL DESCRIPTIONS February 26, 2016

AREA A

Area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District.

That portion of Section 31, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING the Southeast corner of Lot 29 of Tract No. 3013 recorded in Volume 34 of Plats, Page 8, Fresno County Records, said corner being South $01^{\circ}37'46''$ East, 177.66 feet from the East quarter corner of said Section 31, said point also being on the existing boundary of the Pinedale County Water District; thence leaving the existing boundary of the Pinedale County Water District

- 1) South $88^{\circ}59'00''$ West, 287.71 feet along the South line of Lots 29, 28 and 27 of said Tract No. 3013 to the Southwest corner of said Lot 27;
- 2) thence North $01^{\circ}01'00''$ West, 130.65 feet along the West line of said Lot 27 to the Northeast corner of Lot 26 of said Tract No. 3013;
- 3) thence South $88^{\circ}59'00''$ West, 71.89 feet along the North line of said Lot 26 to its intersection with the Southerly prolongation of the West line of Parcel 2 of Parcel Map No. 3209 recorded in Book 23 of Parcel Maps, Page 73, Fresno County Records;
- 4) thence North $00^{\circ}58'26''$ West, 1042.41 feet along the West line of said Parcel 2 and its Southerly prolongation to the Northwest corner of said Parcel 2;
- 5) thence North $88^{\circ}14'00''$ East, 347.06 feet along the North line of said Parcel Map No. 3209 to a point on the existing boundary of the Pinedale County Water District, said point also being the Northeast corner of said Parcel Map No. 3209;
- 6) thence South $01^{\circ}35'00''$ East, 1000.00 feet along the existing boundary of the Pinedale County Water District and along the East line of said Parcel Map No. 3209 and its Southerly prolongation to the East quarter corner of said Section 31;
- 7) thence South $01^{\circ}37'46''$ East, 177.66 feet along the existing boundary of the Pinedale Water District and along the East line of the Southeast corner of said Section 31 to the POINT OF BEGINNING.

Area A containing an area of 9.32 acres, more or less.

AREA B

Area to be detached from the Pinedale County Water District and attached to the City of Fresno Water Department.

That portion of Southwest quarter of Section 32, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

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BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being North 00°49'00" West, 312.13 feet from the Southwest corner of said Section 32; thence leaving the existing boundary of the Pinedale County Water District

- 1) South 89°51'00" East, 462.08 feet along the North line of Tract No. 3527, Cobblestone Village, recorded in Volume 39 of Plats, Pages 72-73, Fresno County Records, to the Northeast corner of Lot 1 of said Tract No. 3527;
- 2) thence South 00°09'00" West, 312.09 feet along the East line of said Lot 1 and its Southerly prolongation to a point on the existing boundary of the Pinedale County Water District, said point also being on the South line of the Southwest quarter of said Section 32;
- 3) thence North 89°51'00" West, 456.81 feet along the existing boundary of the Pinedale County Water District and along said South line to the Southwest corner of said Section 32;
- 4) thence North 00°49'00" West, 312.13 feet along the existing boundary of the Pinedale County Water District and along the West line of the Southwest corner of said Section 32 to the POINT OF BEGINNING.

Area B containing an area of 3.29 acres, more or less.

AREA C

Area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District.

That portion of the Northwest quarter of Section 4, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being South 01°05'00" West, 716.39 feet from the Northwest corner of said Section 4, said point also being the Northwest corner of Tract No. 2769, Rosewood Homes II, recorded in Volume 31 of Plats, Page 96, Fresno County Records; thence leaving the existing boundary of the Pinedale County Water District

- 1) North 01°05'00" East, 716.39 feet along the West line of the Northwest quarter of said Section 4 to the Northwest corner of said Section 4, said corner being on the existing boundary of the Pinedale County Water District;
- 2) thence South 89°17'30" East, 2641.76 feet along the existing boundary of the Pinedale County Water District and along the North line of the Northwest quarter of said Section 4 to the Northeast corner of said Northwest quarter;
- 3) thence South 01°10'00" West, 716.40 feet along the existing boundary of the Pinedale County Water District and along the East line of the Northwest quarter of said Section 4 to the Northeast corner of Tract No. 2751 recorded in Volume 31 of Plats, Page 31, Fresno County Records;
- 4) thence North 89°17'30" West, 2640.72 feet along the existing boundary of the Pinedale County Water District and along the North line of said Tract No. 2751, and along the North line of Tract No. 2822 recorded in Volume 31 of Plats, Page 33, Fresno County Records, and along the North said Tract No. 2769 to the POINT OF BEGINNING.

Area C containing an area of 43.44 acres, more or less.

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AREA D

Area to be detached from the Pinedale County Water District and attached to the City of Fresno Water Department.

That portion of Section 4, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being on the North line of the Southeast quarter of said Section 4, South $89^{\circ}17'30"$ East, 1316.31 feet from the Northwest corner of said Southeast quarter; thence leaving the existing boundary of the Pinedale County Water District

- 1) North $89^{\circ}17'30"$ West, 632.32 feet along the North line of said Southeast quarter to its intersection with the Northerly prolongation of the East line of Tract No. 3061 recorded in Volume 33 of Plats, Pages 81-83, Fresno County Records;
- 2) thence South $01^{\circ}10'00"$ West, 481.02 feet along said Northerly prolongation and along said East line to a point on the existing boundary of the Pinedale County Water District, said point being the Southeast corner of said Tract No. 3061;
- 3) thence North $89^{\circ}17'30"$ West, 683.99 feet along the existing boundary of the Pinedale County Water District and along the South line of said Tract No. 3061 and along its Westerly prolongation to a point on the West line of the Southeast quarter of said Section 4;
- 4) thence South $01^{\circ}10'00"$ West, 110.00 feet along the existing boundary of the Pinedale County Water District to the Southwest corner of the North 591.00 feet of the Southeast quarter of said Section 4; thence leaving the existing boundary of the Pinedale County Water District
- 5) South $01^{\circ}10'00"$ West, 77.70 feet along the West line of said Southeast quarter to its intersection with the South line of Lot 38 of Bullard Lands Irrigated Subdivision No. 1 recorded in Book 9 of Record of Surveys, Page 2, Fresno County Records;
- 6) thence North $89^{\circ}17'30"$ West, 1315.89 feet along the South line of said Lot 38 to the Southwest corner of said Lot 38;
- 7) thence North $01^{\circ}07'30"$ East, 626.70 feet along the West line of said Lot 38 to the Northwest corner of said Lot 38;
- 8) thence South $89^{\circ}17'30"$ East, 968.44 feet along the North line of said Lot 38 to its intersection with the Southerly prolongation of the West line of Lot 21 of said Bullard Lands Irrigated Subdivision No. 1;
- 9) thence North $01^{\circ}09'30"$ East, 385.20 feet along said Southerly prolongation and along said West line to the Northwest corner of the South half of the South half of said Lot 21;
- 10) thence South $89^{\circ}17'30"$ East, 45.96 along the North line of the South half of the South half of said Lot 21 to the Southwest corner of Parcel 2 of Parcel Map No. 4057 recorded in Book 28 of Parcel Maps, Page 14, Fresno County Records;
- 11) thence North $01^{\circ}10'00"$ East, 217.06 feet along the West line of said Parcel 2 to the Northwest corner of said Parcel 2;
- 12) thence South $89^{\circ}19'35"$ East, 302.00 feet along the North line of said Parcel 2 and along its Easterly prolongation to a point on the East line of the Northwest quarter of said Section 4;

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- 13) thence North $01^{\circ}10'00''$ East, 113.45 along said East line to a point on the existing boundary of the Pinedale County Water District, said point being on the Westerly prolongation of the North line of the South half of Lots 22 and 23 of said Bullard Lands Irrigated Subdivision No. 1;
- 14) thence South $89^{\circ}17'29''$ East, 670.98 feet along the existing boundary of the Pinedale County Water District and along said North line to a point on the West line of Lot 24 of said Bullard Lands Irrigated Subdivision No. 1;
- 15) thence North $01^{\circ}11'30''$ East, 648.90 feet along the existing boundary of the Pinedale County Water District and along said West line to the Northwest corner of said Lot 24; thence leaving the existing boundary of the Pinedale County Water District
- 16) South $89^{\circ}17'30''$ East, 646.20 feet along the North lines of Lots 24 and 25 of said Bullard Lands Irrigated Subdivision No. 1 to a point on the existing boundary of the Pinedale County Water District, said point also being the Northeast corner of said Lot 25;
- 17) Thence South $01^{\circ}13'00''$ West, 1322.81 feet along the existing boundary of the Pinedale County Water District and along the East line of said Lot 25 and its Southerly prolongation to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of Lot 23 of said Bullard Lands Irrigated Subdivision No. 1 described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being on the South line of the Northeast quarter of said Section 4, South $89^{\circ}17'30''$ East, 347.85 feet from the Southwest corner of said Northeast quarter, said point also being the intersection of the Southerly prolongation of the West line of said Lot 23 with the said South line; thence along the existing boundary of the Pinedale County Water District the following four courses:

- 18) North $01^{\circ}10'40''$ East, 543.90 feet along said Southerly prolongation and along the West line of said Lot 23 to the Southwest corner of the North 130.00 feet of the South half of said Lot 23;
- 19) thence South $89^{\circ}17'29''$ East, 322.98 feet along the South line of the North 130.00 feet of the South half of said Lot 23 to the Southeast corner of the North 130.00 feet of said South half;
- 20) thence South $01^{\circ}11'30''$ West, 543.90 feet along the East line of said Lot 23 and along its Southerly prolongation to a point on the South line of the Northeast quarter of said Section 4;
- 21) thence North $89^{\circ}17'30''$ West, 322.84 feet along said South line to the POINT OF BEGINNING.

Area D containing an area of 57.03 acres, more or less.

AREA E

Area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District.

That portion of the Southeast quarter of Section 4, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being South $01^{\circ}11'30''$ West, 481.00 feet from the Northwest corner of the Southeast quarter of said Section 4, said point also being the intersection of the West line of said Southeast quarter with the

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Westerly prolongation of the South line of Tract No. 3061 recorded in Volume 33 of Plats, Pages 81-83, Fresno County Records; thence along the existing boundary of the Pinedale County Water District the following four courses:

- 1) South $89^{\circ}20'30''$ East, 684.00 feet along the South line of said Tract No. 3061 and its Westerly prolongation to the Southeast corner of said Tract No. 3061, said corner being on the East line of the West 684.00 feet of the Southeast quarter of said Section 4;
- 2) thence South $01^{\circ}11'30''$ West, 110.00 feet along said East line to the Southeast corner of the West 684.00 feet of the North 591.00 feet of the Southeast quarter of said Section 4;
- 3) thence North $89^{\circ}20'30''$ West, 684.00 feet along the South line of the North 591.00 feet to a point on the West line of said Southeast quarter;
- 4) thence North $01^{\circ}11'30''$ East, 110.00 feet along said West line to the POINT OF BEGINNING.

Area E containing an area of 1.73 acres, more or less.

AREA F

Area to be detached from the Pinedale County Water District and attached to the City of Fresno Water Department.

That portion of the Northeast quarter of Section 4, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being North $89^{\circ}20'30''$ West, 352.70 feet from the Southeast corner of the Northeast quarter of said Section 4; thence along the existing boundary of the Pinedale County Water District the following two courses:

- 1) North $89^{\circ}20'30''$ West, 322.72 feet along the South line of said Northeast quarter to the Southwest corner of Tract No. 2671 recorded in Volume 30 of Plats, Page 84, Fresno County Records;
- 2) thence North $01^{\circ}16'40''$ East, 1322.56 feet along the West line of said Tract No. 2671 to the Northwest corner of said Tract No. 2671; thence leaving the existing boundary of the Pinedale County Water District
- 3) South $89^{\circ}20'29''$ East, 323.02 feet along the North line of said Tract No. 2671 to the Northeast corner of said Tract No. 2671, said corner being on the existing boundary of the Pinedale County Water District;
- 4) thence South $01^{\circ}17'27''$ West, 1322.56 feet along the existing boundary of the Pinedale County Water District and along the East line of said Tract No. 2671 to the POINT OF BEGINNING.

Area F containing an area of 9.80 acres, more or less.

AREA G

Area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District.

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That portion of Sections 3 and 4, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being the East quarter corner of said Section 4; thence leaving the existing boundary of the Pinedale County Water District

- 1) North $89^{\circ}17'30''$ West, 352.70 feet along the South line of the Northeast quarter of said Section 4 to a point on the existing boundary of the Pinedale County Water District, said point also being on the Southerly prolongation of the East line of Tract No. 2671 recorded in Volume 30 of Plats, Page 84, Fresno County Records; thence along the existing boundary of the Pinedale County Water District the following eleven courses:
- 2) North $01^{\circ}15'00''$ East, 1322.56 feet along the East line of said Tract No. 2671 and its Southerly prolongation to the Southwest corner of Lot 1 of Bullard Lands Irrigated Subdivision No. 1 recorded in Book 9 of Record of Surveys, Page 2, Fresno County Records;
- 3) thence North $01^{\circ}15'00''$ East, 1327.80 feet along the West line of said Lot 1 and its Northerly prolongation to the North line of the Northeast quarter of said Section 4;
- 4) thence South $89^{\circ}17'30''$ East, 353.09 feet along said North line to the Northeast corner of said Section 4;
- 5) thence South $01^{\circ}15'30''$ West, 1150.66 feet along the East line of the Northeast quarter of said Section 4 to a point on the Westerly prolongation of the North line of the South 175.00 feet of Lot 202 of Perrin Colony No. 2 recorded in Volume 4 of Plats, Page 68, Fresno County Records;
- 6) thence South $89^{\circ}19'45''$ East, 674.56 feet along the North line of the South 175.00 feet of said Lot 202 and its Westerly prolongation to the Northeast corner of the South 175.00 feet of the West half of said Lot 202;
- 7) thence South $01^{\circ}14'12''$ West, 175.01 feet along the East line of the West half of said Lot 202 to the Southeast corner of the West half of said Lot 202;
- 8) thence North $89^{\circ}19'45''$ West, 324.85 feet along the South line of said Lot 202 to the Northeast corner of Parcel Map No. 81-20 recorded in Book 37 of Parcel Maps, Page 6, Fresno County Records;
- 9) thence South $01^{\circ}14'49''$ West, 331.09 feet along the East line of said Parcel Map No. 81-20 to the Southeast corner of said Parcel Map No. 81-20;
- 10) thence South $01^{\circ}12'24''$ West, 331.15 feet along the Northerly prolongation of the East line of Parcel Map No. 91-17 recorded in Book 52 of Parcel Maps, Page 16, Fresno County Records, and along last said East line to the Southeast corner of said Parcel Map No. 91-17;
- 11) thence North $89^{\circ}21'23''$ West, 350.14 feet along the South line of said Parcel Map No. 91-17 and its Westerly prolongation to a point on the East line of the Northeast quarter of said Section 4;
- 12) thence South $01^{\circ}15'30''$ West, 662.28 feet along last said East line to the POINT OF BEGINNING.

Area G containing an area of 29.50 acres, more or less.

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LAFCO RES. # 20-143
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AREA H.

Area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District.

That portion of the Northwest quarter of Section 3, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 3; thence North 00°00'00" East, 993.41 feet along the West line of said Northwest quarter to a point on the North line of the South half of Lot 203 of Perrin Colony No. 2 recorded in Volume 4 of Plats, Page 68, Fresno County Records; thence North 89°24'04" East, 1318.96 feet along said North line to the Northeast corner of the South half of said Lot 203; thence South 0°02'45" East, 30.00 feet along the East line of said Lot 203 to a point on the existing boundary of the Pinedale County Water District, said point being the TRUE POINT OF BEGINNING; thence leaving the existing boundary of the Pinedale County Water District

- 1) South 0°02'45" East, 300.68 feet along the East line of said Lot 203 to a point on the existing boundary of the Pinedale County Water District, said point being the Southeast corner of said Lot 203;
- 2) thence South 89°22'53" West, 614.61 feet along the existing boundary of the Pinedale County Water District and along the South line of said Lot 203 to a point on a line 30.00 feet East of and parallel with the West line of the East half of said Lot 203;
- 3) thence North 0°01'22" West, 300.89 feet along the existing boundary of the Pinedale County Water District and along said parallel line to a point on a 30.00 feet South of and parallel with the North line of the South half of said Lot 203;
- 4) thence North 89°25'04" East, 614.49 feet along the existing boundary of the Pinedale County Water District and along last said parallel line to the TRUE POINT OF BEGINNING.

Area H containing an area of 4.24 acres, more or less.

AREA I

Area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District.

That portion of the Southeast quarter of Section 33, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being South 89°54'30" West, 1883.31 feet from the Southeast corner of said Section 33, said point also being the intersection of the centerline of North Abby Street and the South line of the Southeast quarter of said Section 33;

- 1) thence North 13°54'00" East, 490.53 feet along the existing boundary of the Pinedale County Water District and along the centerline of North Abby Street to a point on the South line of the

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North 839.50 feet of Lots 251 and 252 of Perrin Colony No. 2 recorded in Volume 4 of Plats, Page 68, Fresno County Records;

- 2) thence, leaving the existing boundary of the Pinedale County Water District, North 89°42'11" East, 446.31 feet along said South line to the West line of the Horn Addition to Pinedale recorded in Volume 10 of Plats, Page 18, Fresno County Records;
- 3) thence South 00°11'36" West, 148.63 feet along said West line to a point on the Westerly prolongation of the North line of Lot 1 of said Horn Addition to Pinedale;
- 4) thence North 89°46'00" East, 270.26 feet along said Westerly prolongation and along the North lines of Lot 1 and Lot 2 of said Horn Addition to Pinedale to the Northeast corner of said Lot 2;
- 5) thence South 00°11'36" West, 329.62 feet along the East line of said Lot 2 and along its Southerly prolongation to a point on the existing boundary of the Pinedale County Water District, said point also being on the South line of the Southeast quarter of said Section 33;
- 6) thence South 89°54'30" West, 832.78 feet along the existing boundary of the Pinedale County Water District and along said South line to the POINT OF BEGINNING.

Area I containing an area of 7.56 acres, more or less.

AREA J

Area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District.

That portion of the Southeast quarter of Section 33, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being the intersection of the Northerly prolongation of the centerline of North Abby Street and the Northerly line of Parcel G of Parcel Map No. 94-06 recorded in Book 56 of Parcel Maps, Pages 39-41, Fresno County Records; thence leaving the existing boundary of the Pinedale County Water District

- 1) South 63°36'24" East, 404.62 feet along Northerly line of said Parcel G to a point on the Southerly right of way line of East Alluvial Avenue, said point being the beginning of a non-tangent curve concave to the Southeast having a radius of 458.00 feet with a radial from the center of said curve to said point bearing North 63°18'52" West;
- 2) thence Northeasterly, 491.56 feet along said curve and along said Southerly right of way line through a central angle of 61°29'41" to the West line of the land conveyed to the State of California by the Grant Deed recorded June 6, 1985 as Document No. 8505585, Official Records Fresno County;
- 3) thence South 00°10'19" West, 445.14 feet along said West line;
- 4) thence continuing along said West line, South 00°27'04" East, 683.20 feet to a point on the North line of the South 150.00 feet of Lot 230 of Perrin Colony No. 2 recorded in Volume 4 of Plats, Page 68, Fresno County Records;
- 5) thence South 89°47'11" West, 768.05 feet along said North line to the Northeast corner of Parcel A of Lot Line Adjustment No. 2002-13 as evidenced by the Grant Deed recorded October 14, 2002 as Document No. 2002-0180557, Official Records Fresno County;
- 6) thence South 0°12'49" East, 235.49 feet to the Southeast corner of said Parcel A;
- 7) thence South 89°47'11" West, 61.81 feet along the South line of said Parcel A;

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- 8) thence, continuing along the South line of said Parcel A, North $78^{\circ}23'49''$ West, 124.62 feet;
9) thence, South $89^{\circ}47'11''$ West, 126.47 feet along the South line of said Parcel A and along its Westerly prolongation to a point on the existing boundary of the Pinedale County Water District, said point being the intersection of said Westerly prolongation and the centerline of North Abby Street;
10) thence North $13^{\circ}59'14''$ East, 1308.90 feet along the existing boundary of the Pinedale County Water District and along said centerline to the POINT OF BEGINNING.

Area J containing an area of 22.28 acres, more or less.

AREA K

Area to be detached from the Pinedale County Water District and attached to the City of Fresno Water Department.

That portion of the Southeast quarter of Section 33, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being the intersection of the Northerly prolongation of the centerline of North Abby Street and the Northerly line of Parcel G of Parcel Map No. 94-06 recorded in Book 56 of Parcel Maps, Pages 39-41, Fresno County Records; thence leaving the existing boundary of the Pinedale County Water District

- 1) North $63^{\circ}36'24''$ West, 30.72 feet along the Northerly line of said Parcel G to the Northwest corner of said Parcel G;
- 2) thence North $13^{\circ}59'14''$ East, 40.03 feet along the Northerly prolongation of the Westerly line of said Parcel G to a point on the existing boundary of the Pinedale County Water District, said point being on the South boundary line of the Enterprise Canal; thence along the existing boundary of the Pinedale County Water District the following two courses:
- 3) North $89^{\circ}44'45''$ East, 30.95 feet along the South boundary line of the Enterprise Canal to a point on the Northerly prolongation of the centerline of North Abby Street;
- 4) thence South $13^{\circ}59'14''$ West, 54.25 feet along the Northerly prolongation of the centerline of North Abby Street to the POINT OF BEGINNING.

Area K containing an area of 0.032 acres, more or less.

AREA L

Area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District.

That portion of the Northeast quarter of Section 33, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being the Southeast corner of the Northeast quarter of said Section 33; thence leaving the existing boundary of the Pinedale County Water District

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- 1) South $89^{\circ}46'10''$ West, 209.75 feet along the South line of said Northeast quarter to the East line of the land conveyed to the State of California by the Grant Deed recorded June 6, 1985 as Document No. 85055585, Official Records Fresno County;
- 2) thence North $00^{\circ}08'54''$ East, 222.82 feet along said East line to the beginning of a tangent curve concave to the West having a radius of 5150.00 feet;
- 3) thence Northerly, 1095.32 feet along said curve and along said East line through a central angle of $12^{\circ}11'10''$ to the Southwest corner of Parcel Map No. 2010-02 recorded in Book 71 of Parcel Maps, Pages 51-52, Fresno County Records;
- 4) thence South $89^{\circ}45'00''$ East, 328.10 feet along the South line of said Parcel Map No. 2010-02 to a point on the existing boundary of the Pinedale County Water District, said point being on the East line of the Northeast quarter of said Section 33;
- 5) thence South $00^{\circ}15'00''$ West, 1307.94 feet along the existing boundary of the Pinedale County Water District and along said East line to the POINT OF BEGINNING.

Area L containing an area of 7.30 acres, more or less.

AREA M

Area to be detached from the Pinedale County Water District and attached to the City of Fresno Water Department.

That portion of the Northwest quarter of Section 34, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

BEGINNING at a point on the existing boundary of the Pinedale County Water District, said point being North $89^{\circ}48'45''$ East, 1312.11 feet from the Northwest corner of said Section 34, said point also being the Northeast corner of Lot 193 of Perrin Colony No. 2 recorded in Volume 4 of Plats, Page 68, Fresno County Records;

- 1) thence South $00^{\circ}10'37''$ West, 659.06 feet along the existing boundary of the Pinedale County Water District and along the East line of said Lot 193 to the Southeast corner of said Lot 193;
- 2) thence, leaving the existing boundary of the Pinedale County Water District, South $89^{\circ}48'06''$ West, 1312.95 feet along the South line of said Lot 193 to a point on the existing boundary of the Pinedale County Water District, said point also being on the West line of the Northwest quarter of said Section 34;
- 3) thence North $00^{\circ}15'00''$ East, 659.31 feet along the existing boundary of the Pinedale County Water District and along said West line to the Northwest corner of said Section 34;
- 4) thence North $89^{\circ}48'45''$ East, 1312.11 feet along the existing boundary of the Pinedale County Water District and along the North line of said Northwest quarter to the POINT OF BEGINNING.

Area M containing an area of 19.86 acres, more or less.

AREA N

Area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District.

APPROVED

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12

That portion of Section 33, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, described as follows:

COMMENCING at the Southeast corner of the Northwest quarter of said Section 33; thence South 89°46'00" West, 478.32 feet along the South line of said Northwest quarter to a point on the East line of the vacated right of way of San Pablo Avenue; thence South 00°15'00" East, 9.07 feet along said East line to a point on the existing boundary of the Pinedale County Water District, said point also being the TRUE POINT OF BEGINNING; thence along the existing boundary of the Pinedale County Water District,

- 1) North 89°45'00" East, 1059.66 feet to a point on the East right of way line of North Blackstone Avenue;
- 2) thence, leaving the existing boundary of the Pinedale County Water District, South 3°43'30" East, 50.09 feet along said East right of way line to a point on the existing boundary of the Pinedale County Water District;
- 3) thence South 89°45'00" West, 1062.70 feet along the existing boundary of the Pinedale County Water District to a point on the East line of the vacated right of way of said San Pablo Avenue;
- 4) thence North 0°15'00" West, 50.00 feet along the existing boundary of the Pinedale County Water District and along said East line to the TRUE POINT OF BEGINNING.

Area N containing an area of 1.22 acres, more or less.

Total computed area to be detached from the City of Fresno Water Department and attached to the Pinedale County Water District is 126.59 acres, more or less.

Total computed area to be detached from the Pinedale County Water District and attached to the City of Fresno Water Department is 90.01 acres, more or less.

APPROVED

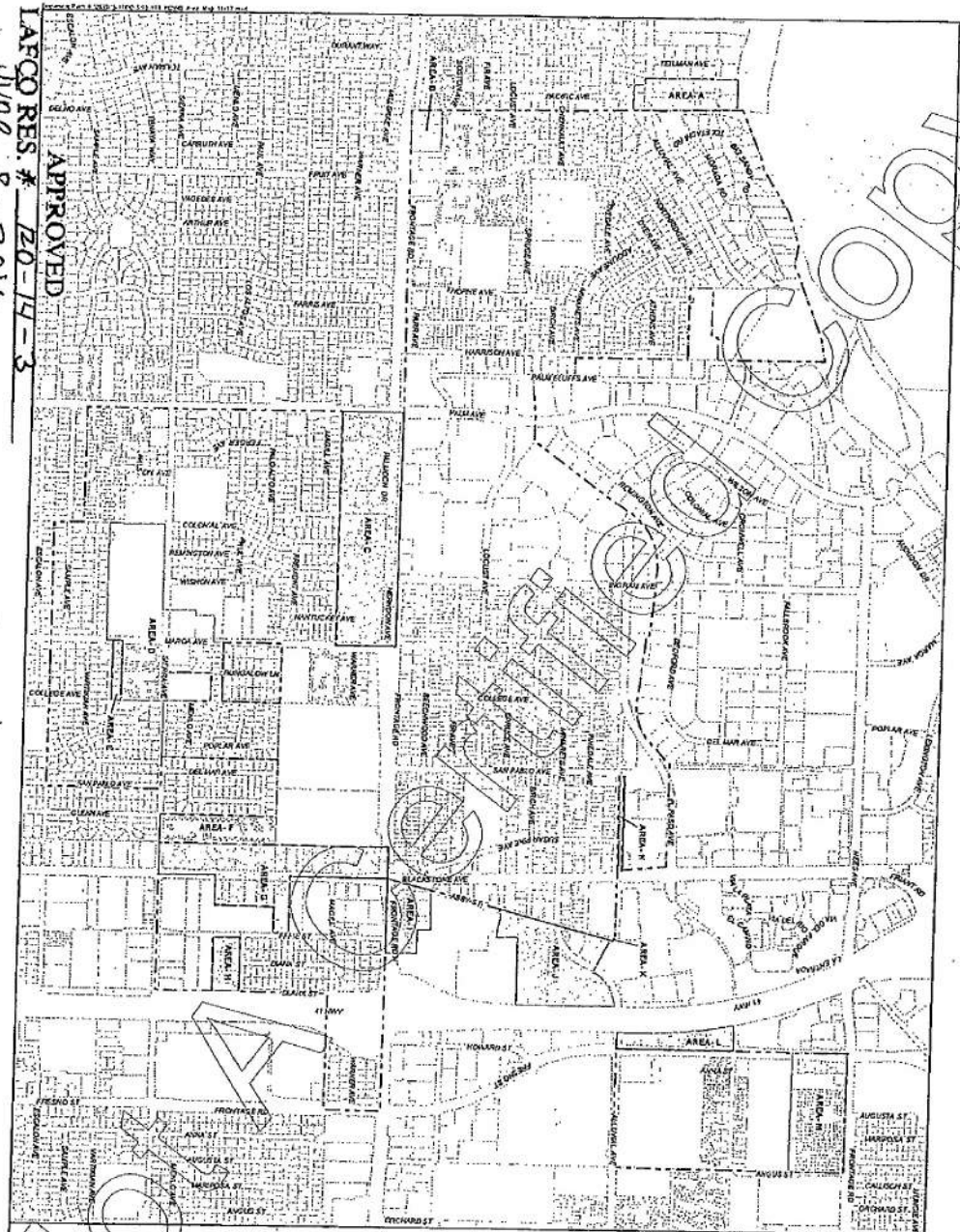
LAFCD RES. # 20-14-3

June 8, 2016

DATE

Pinedale County Water District Area Map

- Legend**
- Existing PCWD Boundary
 - Proposed Annexation
 - Proposed Detachment



APPROVED

LAFCO RES. # 20-14-3

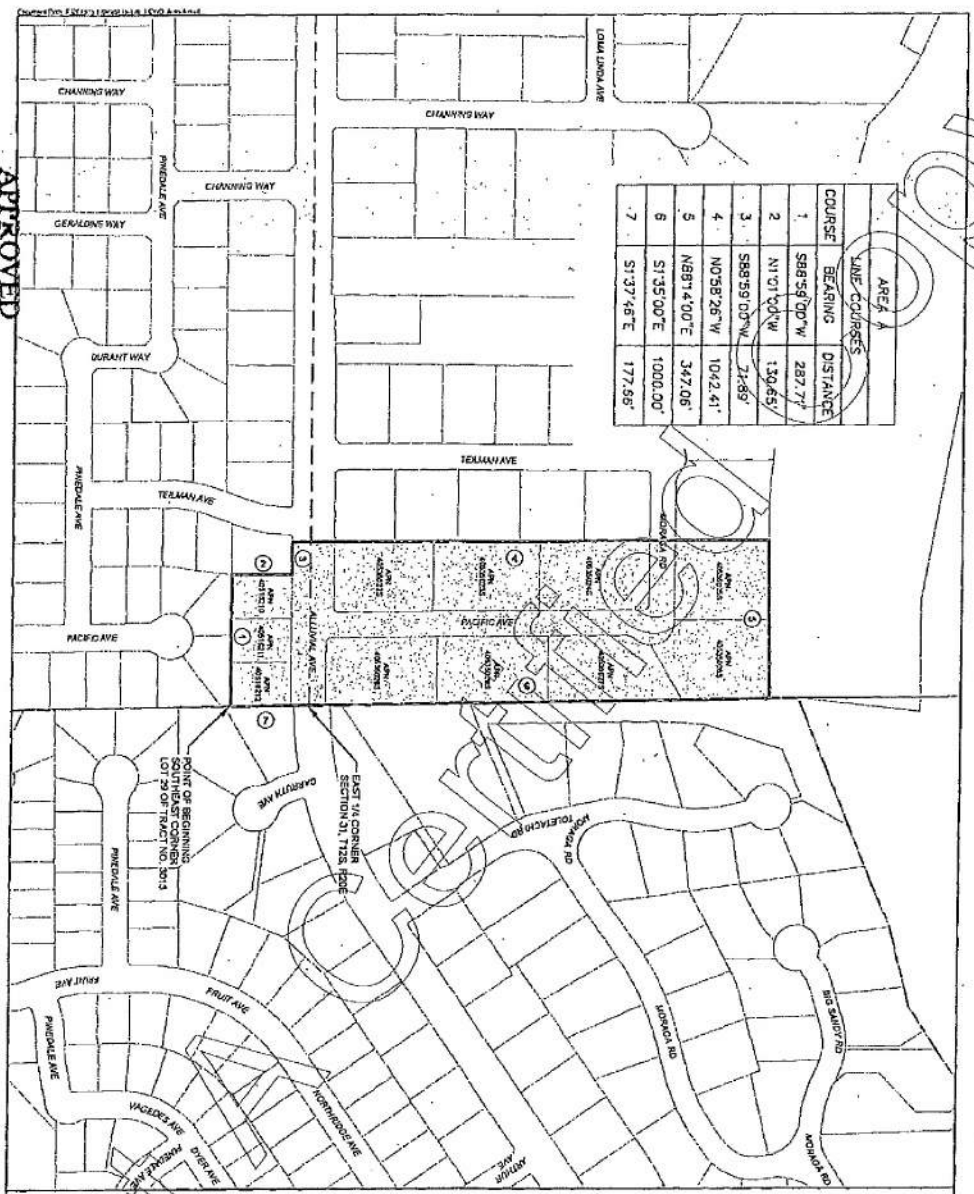
DATE

JUNE 8, 2016

Not

15

AREA A		
COURSE	BEARING	DISTANCE
1	S88°59'00"W	287.71'
2	N1°01'00"W	130.65'
3	S88°59'00"W	27.89'
4	N0°58'26"W	104.24'
5	N88°14'00"E	347.06'
6	S1°35'00"E	1000.00'
7	S1°37'48"E	177.56'



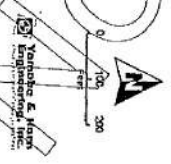
Pinedale County Water District

Area A

Legend

- EXISTING BOUNDARY OF THE PINEDALE COUNTY WATER DISTRICT
- SECTION LINE

AREA TO BE DETACHED FROM THE CITY OF PINEAIRE WATER DISTRICT AND ATTACHED TO THE PINEAIRE COUNTY WATER DISTRICT, AREA A - 932 ACRES



APPROVED

LAFCO RES. # 720-14-3

JUNE 8, 2016

DATE

Pinedale County
Water District

Area B

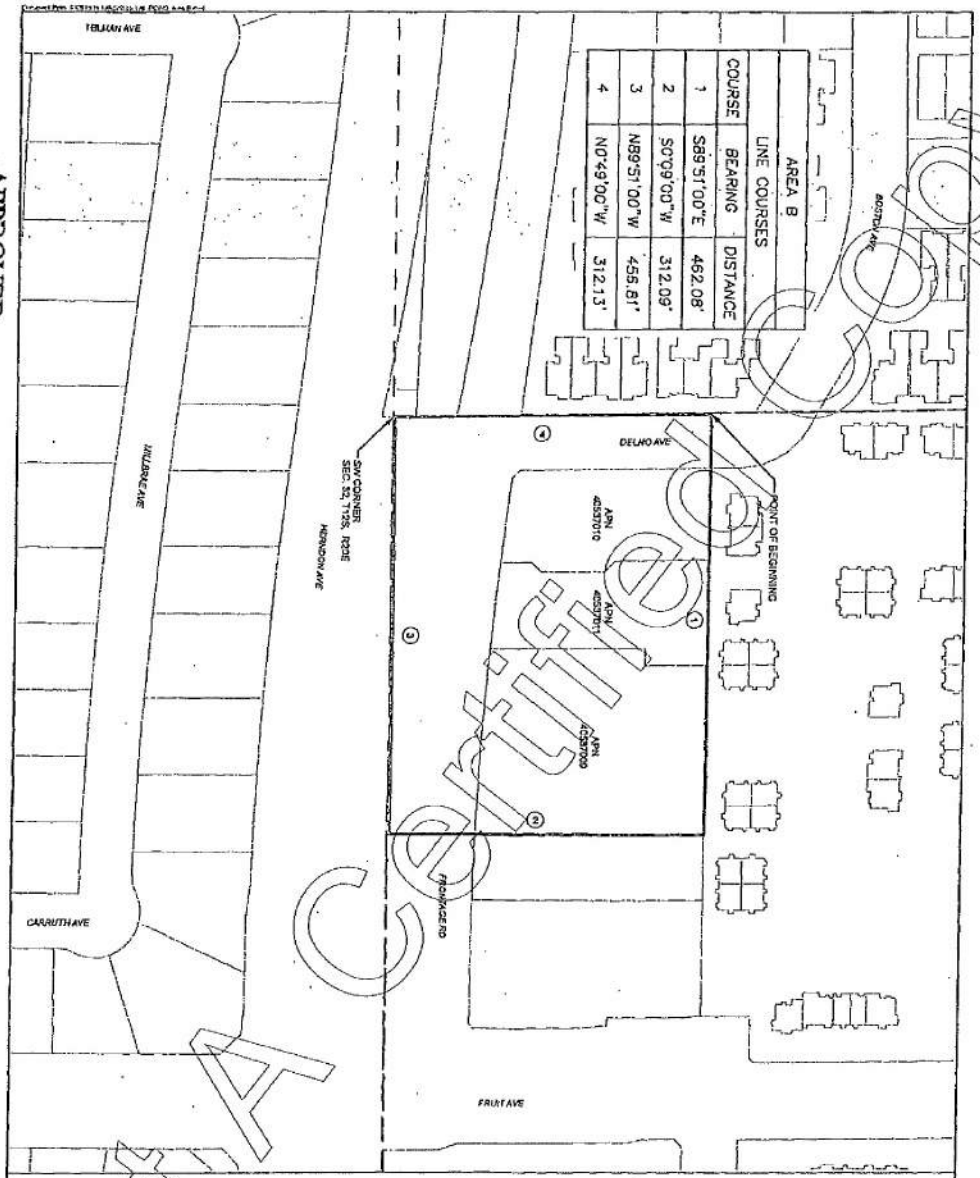
Legend

--- EXISTING BOUNDARY OF THE
PINEDALE COUNTY WATER DISTRICT.

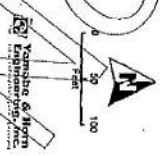
--- SECTION LINE

AREA TO BE DETACHED FROM THE
PINEDALE COUNTY WATER DISTRICT
AND ATTACHED TO THE CITY OF FRESNO
WATER DEPARTMENT. AREA = 3.25 ACRES

AREA B		
LINE COURSES		
COURSE	BEARING	DISTANCE
1	S89°51'00"E	462.08'
2	S0°09'00"W	312.09'
3	N89°51'00"W	455.81'
4	N0°49'00"W	312.13'



APPROVED
LAFCO RES. # 20-14-3
June 8, 2016
DATE



Pinedale County Water District

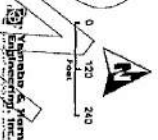
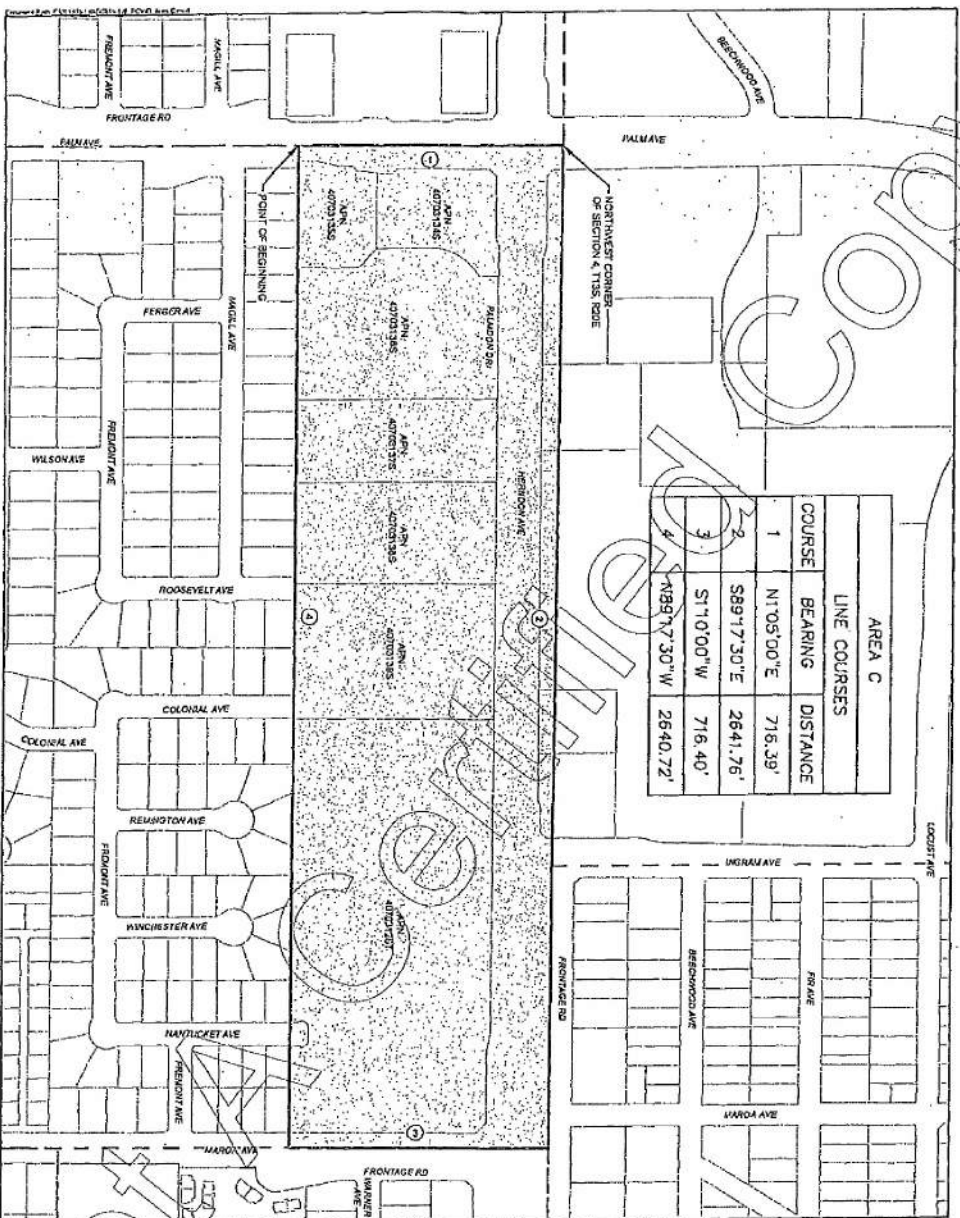
Area C

AREA C LINE COURSES			
COURSE	BEARING	DISTANCE	
1	N 1°05'00"E	716.39'	
2	S 89°17'30"E	2641.76'	
3	S 11°0'00"W	716.40'	
4	N 89°17'30"W	2640.72'	

Legend

- EXISTING BOUNDARY OF THE PINEDALE COUNTY WATER DISTRICT
- SECTION LINE

AREA TO BE DETACHED FROM THE CITY OF RESNO WATER DEPARTMENT AND WATER DISTRICT AREA 22.4 ACRES



APPROVED
LAFCO RES. # 10-14-3
date 8/2016
DATE

AREA D			AREA E		
COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	N89°17'30"W	632.35'	1	S89°30'20"E	884.00'
2	S71°00'0"W	481.00'	2	S70°30'0"W	110.00'
3	N89°17'30"W	632.88'	3	N89°20'30"W	884.00'
4	S71°00'0"W	110.00'	4	N11°30'E	115.00'

COURSE	BEARING	DISTANCE
5	S71°00'0"W	77.20'
6	N89°17'30"W	1316.89'
7	N70°30'E	876.70'
8	S89°17'30"E	588.44'
9	N10°30'E	306.20'
10	S89°17'30"E	45.88'
11	N1°00'E	217.00'
12	S89°19'25"E	202.00'
13	N1°00'E	113.46'
14	S89°17'30"E	670.88'
15	N11°30'E	648.00'
16	S89°17'30"E	648.20'
17	S71°00'0"W	1322.81'
18	N1°40'E	543.59'
19	S89°17'30"E	322.88'
20	S71°30'W	543.80'
21	N89°17'30'W	322.84'



Pineade County Water District Area D & E

Legend

EXISTING BOUNDARY OF THE
PINEADE COUNTY WATER DISTRICT.

SECTION LINE

AREA TO BE DETACHED FROM THE
CITY OF FRENCH WATER DISTRICT AND
ATTACHED TO THE PINEADE COUNTY
WATER DISTRICT. AREA E = 173 ACRES

AREA TO BE DETACHED FROM THE
PINEADE COUNTY WATER DISTRICT
AND ATTACHED TO THE FRENCH WATER DISTRICT.
AREA D = 57.20 ACRES

0 130 240
Feet

Yemba & Associates, Inc.

APPROVED

LAFCO RES. # 20-14-3

JUNE 8, 2016

COLLEGE AVE

APPROXIMATE
HORIZONTAL

SUGAR
POLE AVE

ST

PROPOSED NO. 1

PROPOSED NO. 2

PROPOSED NO. 3

PROPOSED NO. 4

PROPOSED NO. 5

PROPOSED NO. 6

PROPOSED NO. 7

Pinedale County Water District

Area F & G

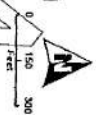
Legend

EXISTING BOUNDARY OF THE
PINEDALE COUNTY WATER DISTRICT.

SECTION LINE

AREA TO BE DETACHED FROM THE CITY
AND ATTACHED TO THE PINEDALE COUNTY
WATER DISTRICT. AREA G = 28.50 ACRES

AREA TO BE DETACHED FROM THE
CITY AND ATTACHED TO THE CITY OF
PINEDALE. AREA F = 8.80 ACRES



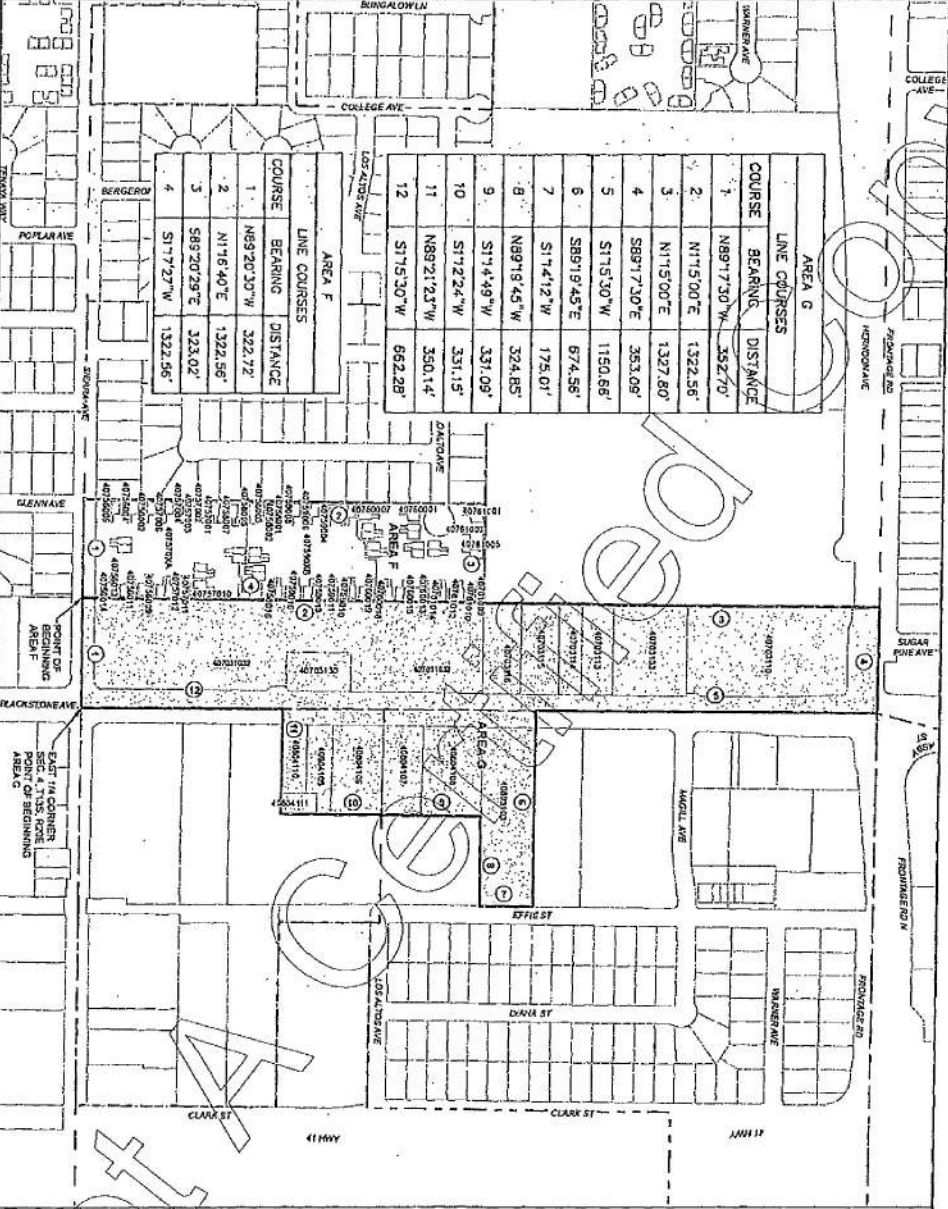
Van Dine & McLean
Engineers, Inc.

AREA G

COURSE	BEARING	DISTANCE
1	N89°17'30"W	352.70'
2	N1°15'00"E	1322.56'
3	N1°15'00"E	1327.80'
4	S89°17'30"E	353.08'
5	S1°15'30"W	1150.68'
6	S89°19'45"E	674.56'
7	S1°14'12"W	175.01'
8	N89°18'45"W	324.85'
9	S1°14'49"W	331.09'
10	S1°12'24"W	331.15'
11	N89°21'23"W	350.14'
12	S1°15'30"W	662.28'

AREA F

COURSE	BEARING	DISTANCE
1	N89°20'30"W	322.72'
2	N1°16'40"E	1322.56'
3	S89°20'29"E	323.02'
4	S1°17'27"W	1322.56'



APPROVED
LAFCO RES. # 20-14-3
June 8, 2016

**Pinedale County
Water District**

Area H

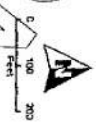
AREA H			
LINE COURSES			
COURSE	BEARING	DISTANCE	
1	S 0° 02' 45" E	300.68'	
2	S 89° 22' 53" W	514.61'	
3	N 0° 01' 22" W	300.89'	
4	N 89° 24' 04" E	614.49'	

Legend

--- EXISTING BOUNDARY OF THE
PINEDALE COUNTY WATER DISTRICT

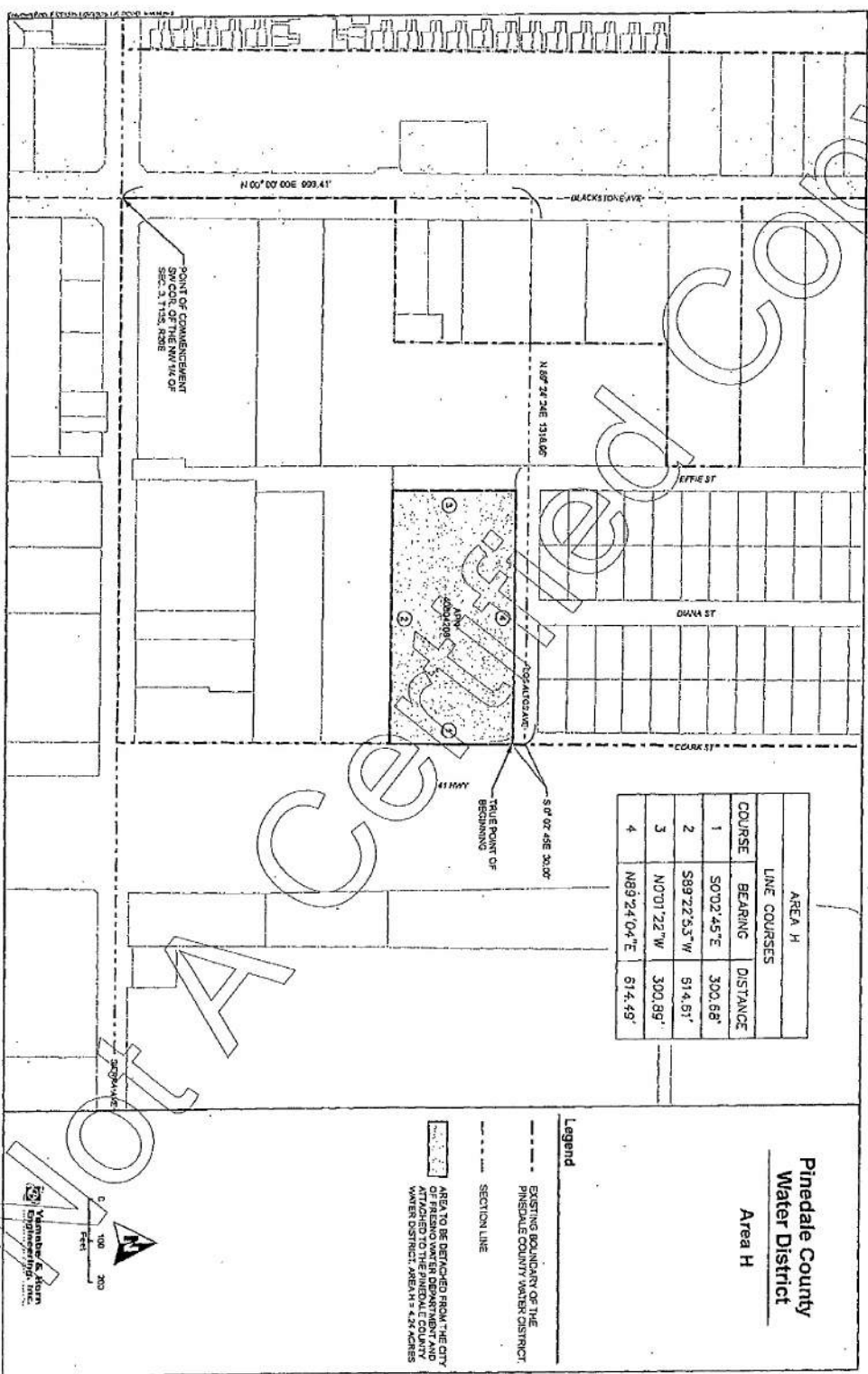
--- SECTION LINE

AREA TO BE DETACHED FROM THE CITY
OF FREEMO WATER DEPARTMENT AND
ATTACHED TO THE PINEDALE COUNTY
WATER DISTRICT, ABOUT 424 ACRES

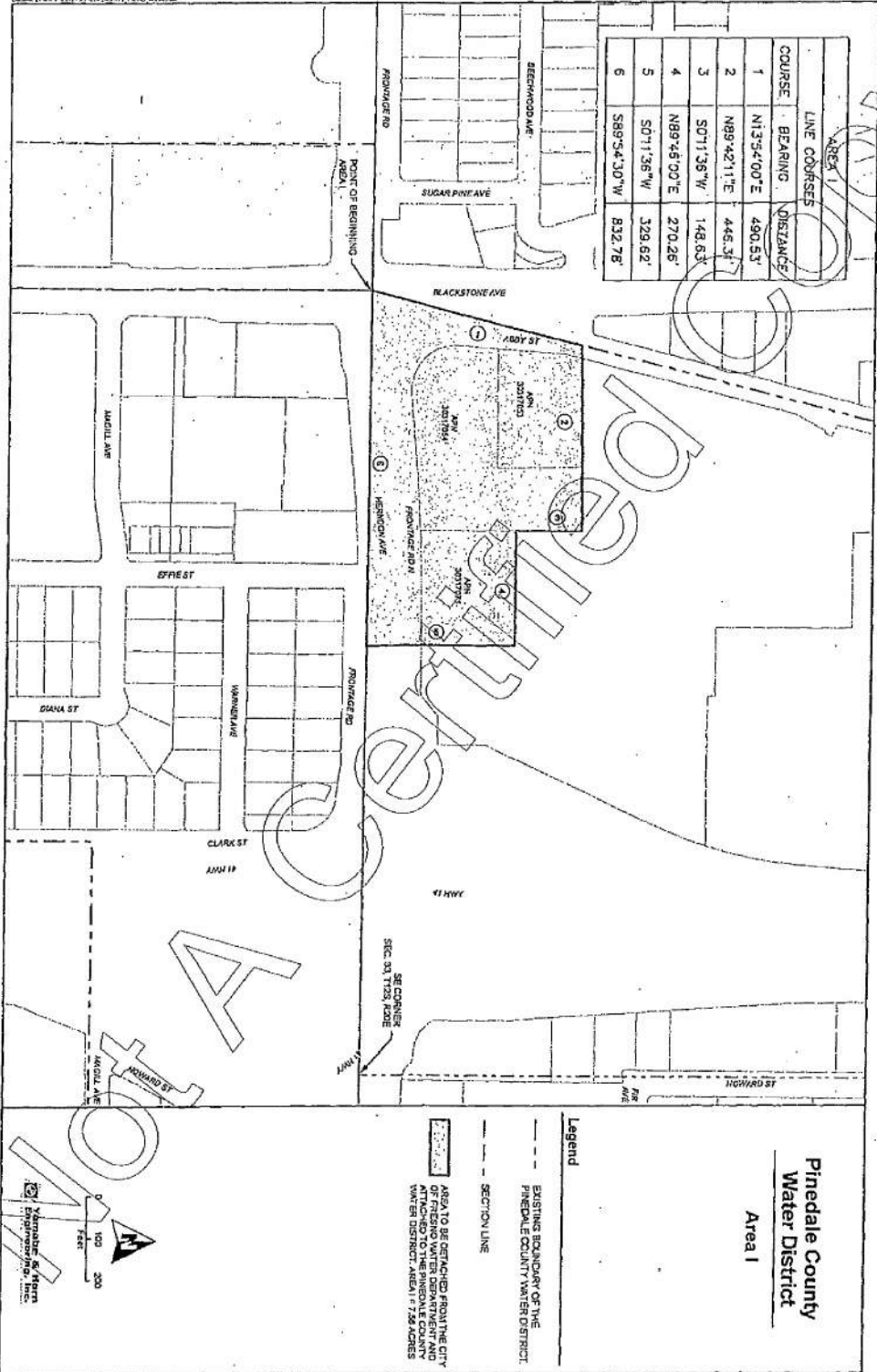


Vanabeek & Klein
ENGINEERS

APPROVED
LAFCO RES. # 20-14-3
June 8, 2016
DATE



AREA 1			
LINE	COURSES	BEARING	DISTANCE
1		N13°54'00"E	490.53'
2		N89°42'11"E	445.31'
3		S01°36'11"W	148.63'
4		N89°46'00"E	270.26'
5		S01°36'11"W	329.62'
6		S89°54'30"W	832.78'



APPROVED
LAFCO RES. # 20-14-3
date 8, 2016

22

Pinedale County Water District

Area J

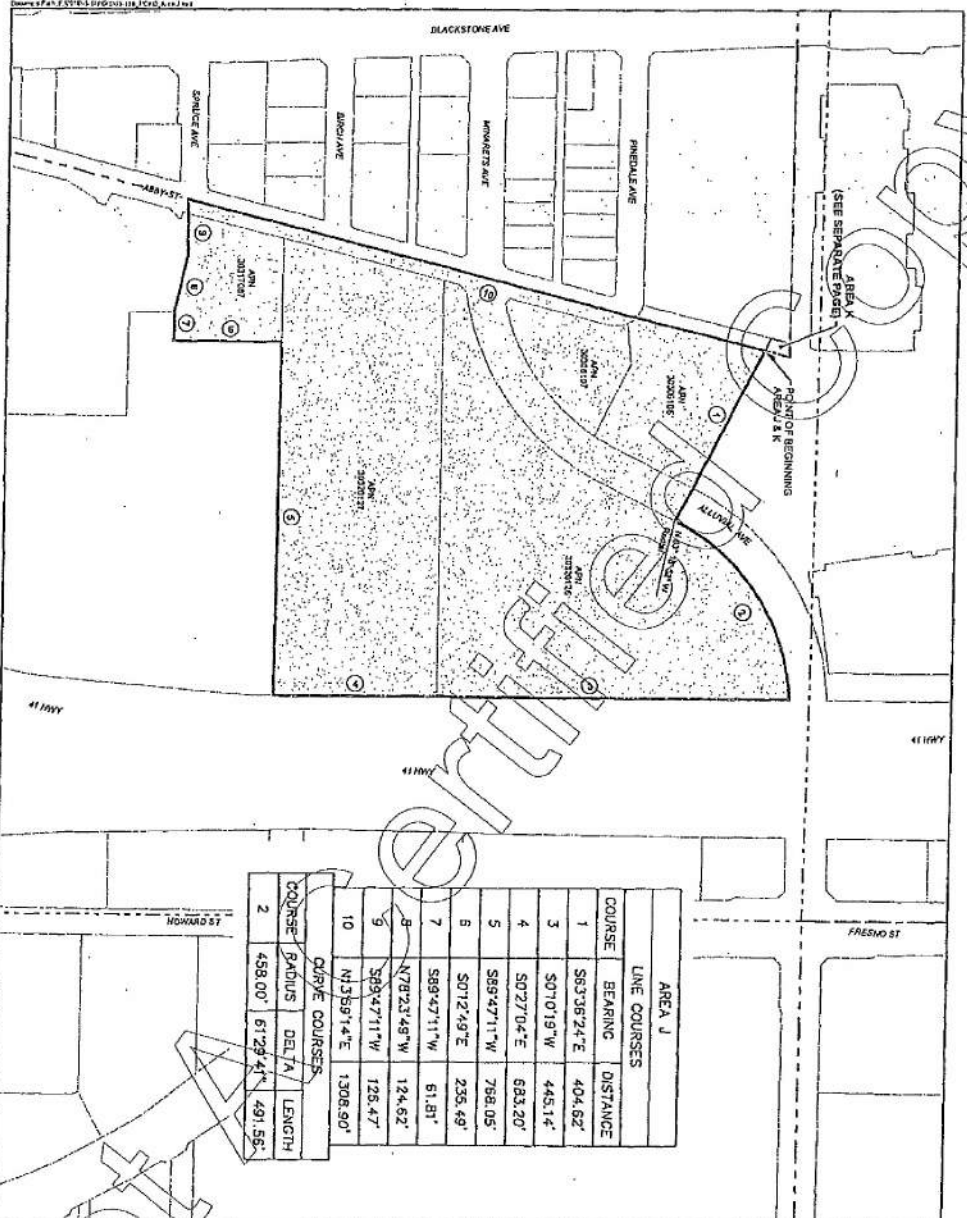
Legend

--- EXISTING SO INVENTORY OF THE
PINEDALE COUNTY WATER DISTRICT.

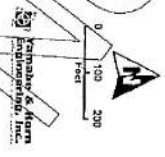
--- SECTION LINE

AREA TO BE DETACHED FROM THE CITY
OF PINE DALE WATER DISTRICT AND
TRANSFERRED TO THE PINE DALE COUNTY
WATER DISTRICT (AREA J) - 2.25 SQUARE

AREA J			
LINE COURSES			
COURSE	BEARING	DISTANCE	
1	S63.36°24'E	404.62'	
3	S07°01'9"W	445.14'	
4	S07°27'04"E	683.20'	
5	S69°47'11"W	768.05'	
6	S07°24'9"E	235.49'	
7	S89°47'11"W	61.81'	
8	N78°23'48"W	124.62'	
9	S89°47'11"W	126.47'	
10	N33°59'14"E	1306.90'	
C/R/L COURSES			
COURSE	RADIUS	DELTA	LENGTH
2	458.00'	61°29'41"	491.55'



APPROVED
LAFCO RES. # 20-14-3
June 8, 2016
DATE



22

**Pinedale County
Water District**

Area K

Legend

--- EXISTING BOUNDARY OF THE
PINEDALE COUNTY WATER DISTRICT.

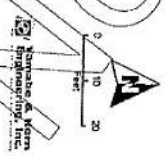
--- SECTION LINE

AREA TO BE DETACHED FROM THE
PINEDALE COUNTY WATER DISTRICT
AND ATTACHED TO THE PINE BLISS
WATER DISTRICT. AREA K = 0.02
ACRES

AREA K			
LINE COURSES			
COURSE	BEARING	DISTANCE	
1	N63°36'24"W	30.72'	
2	N13°59'14"E	40.03'	
3	N89°44'45"E	30.95'	
4	S13°59'14"W	54.25'	

POINT OF BEGINNING
AREA J & K

AREA J
(SEE SEPARATE PAGE)



APPROVED
LAFCO RES. # R0-14-3
JUNE 8, 2016

Pinedale County Water District

Area L

Legend

--- EXISTING BOUNDARY OF THE
PINEDALE COUNTY WATER DISTRICT

--- SECTION LINE

AREA L TO BE DETACHED FROM THE CITY
OF PASEO WATER DEPARTMENT AND
ATTACHED TO THE PINEDALE COUNTY
WATER DISTRICT. AREA L = 730 ACRES

AREA L				
LINE COURSES				
LINE	BEARING	DISTANCE		
1	S89°46'10"W	205.75'		
2	N0°06'54"E	222.82'		
3	S89°45'08"E	328.10'		
4	S01°50'00"W	1307.94'		
CURVE COURSES				
COURSE	RADIUS	DELTA	LENGTH	
3	5150.00'	12°11'10"	1095.32'	

POINT OF BEGINNING
RECORDED IN THE 14 OF
SECTION 23, T19S, R06E

41 HWY

41 HWY

FRESNO ST

ANITA ST

AUGUSTA ST

MARIPOSA ST

EL PASO AVE

EL CAMINO

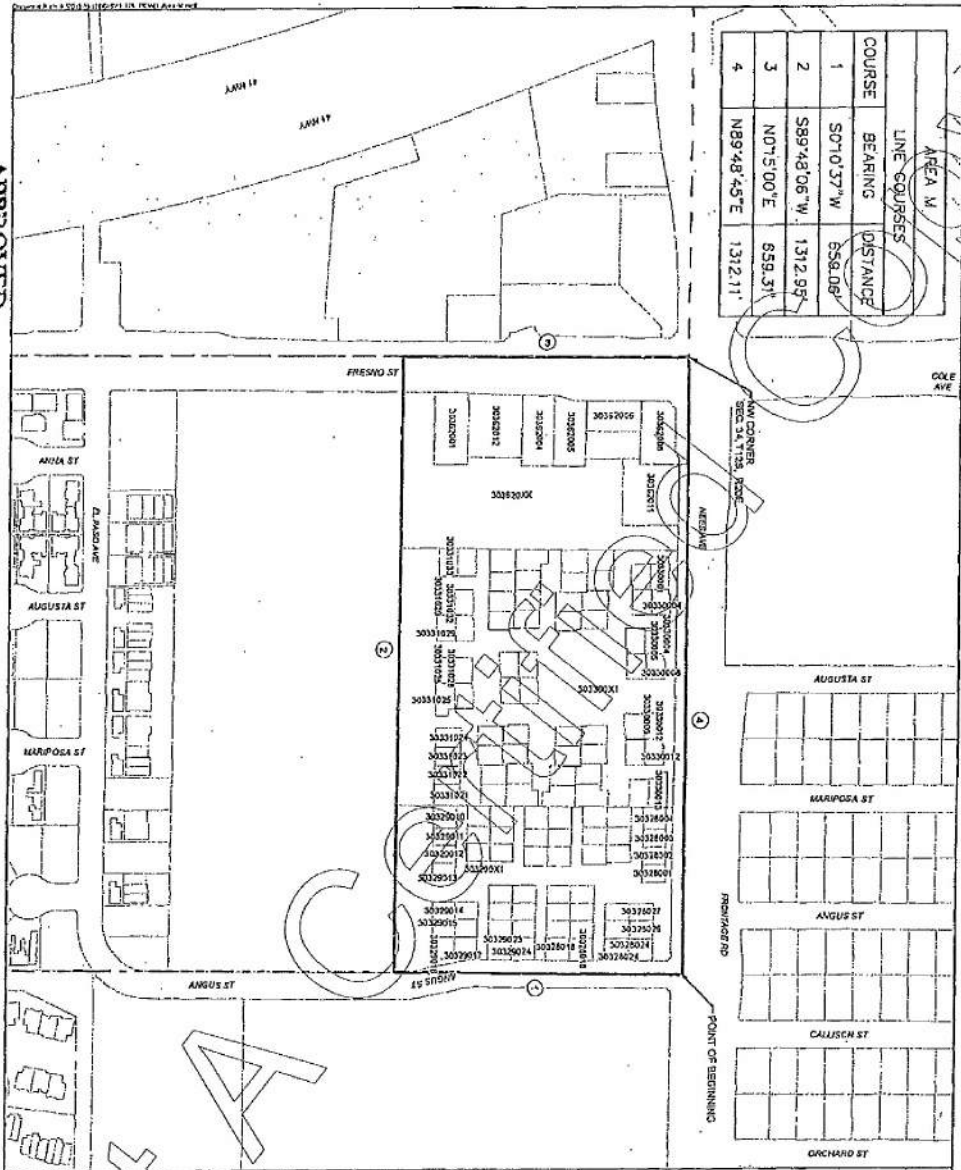
ALSO SEE CENTER



Shimada & Horn
Engineering, Inc.

APPROVED
ATCDB RES. # 20-14-3
June 8, 2016
DATE

AREA M			
LINE COURSES			
COURSE	BEARING	DISTANCE	
1	S07°10'37"W	859.06'	
2	S89°48'06"W	1312.98'	
3	N07°50'00"E	859.31'	
4	N89°48'45"E	1312.11'	

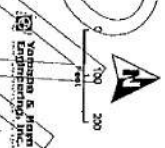


Pinedale County Water District

Area M

Legend

- EXISTING BOUNDARY OF THE PINE DALE COUNTY WATER DISTRICT
- SECTION LINE
- AREA TO BE DETACHED FROM THE PINE DALE COUNTY WATER DISTRICT AND ATTACHED TO THE PINE DALE COUNTY WATER DISTRICT AREA M - 19.86 ACRES



APPROVED
LAFCO RES. # 20-14-3
June 8, 2016
DATE

SAN PEDRO AVE
B. MCKINLEY

AREA N			
LINE COURSES			
COURSE	BEARING	DISTANCE	
1	N89°45'00"E	1055.56'	
2	S3°43'30"E	50.09'	
3	S89°45'00"W	1062.70'	
4	N0°15'00"W	50.00'	

**Pinedale County
Water District**

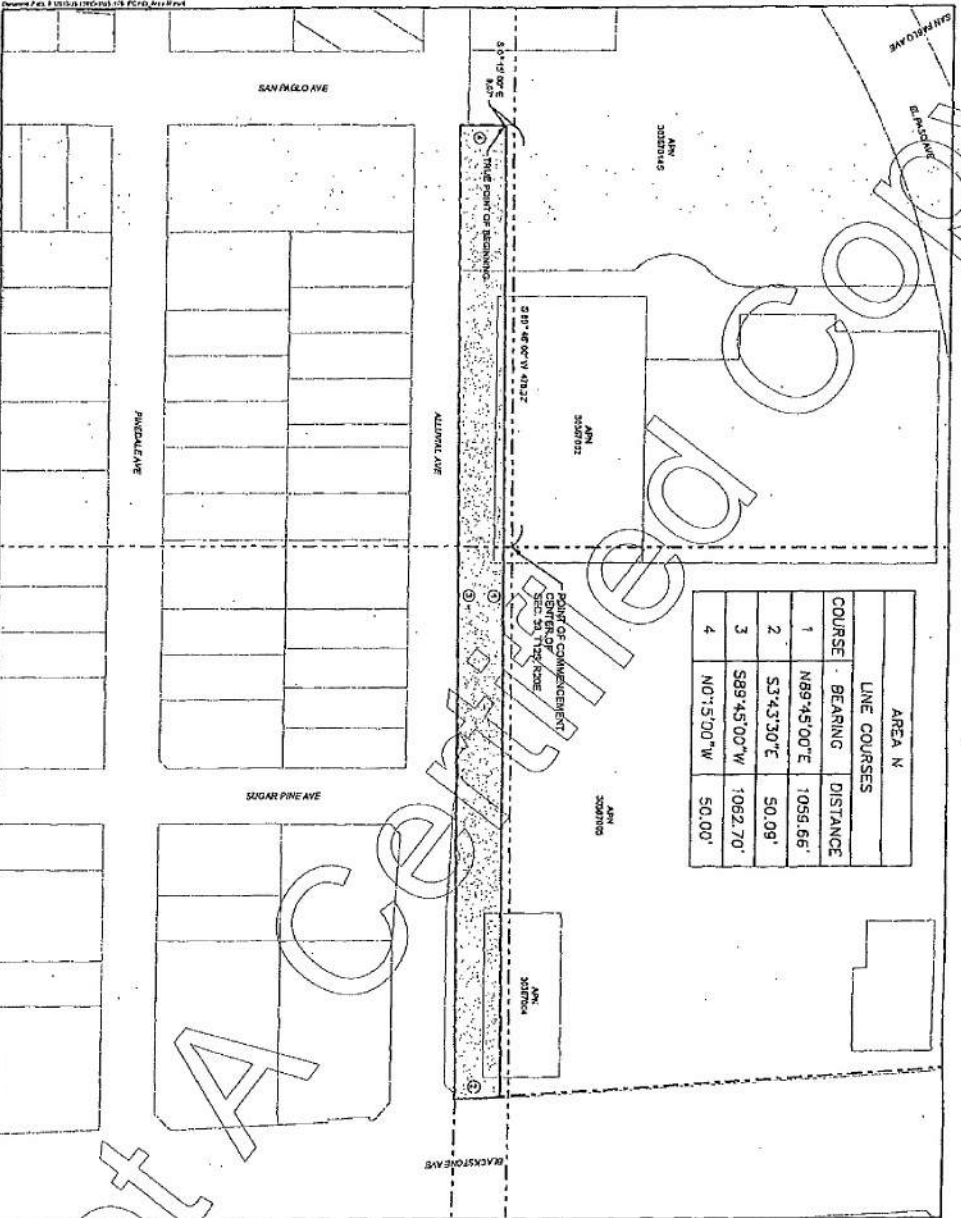
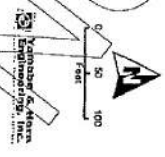
Area N

Legend

--- EXISTING BOUNDARY OF THE
PINEDALE COUNTY WATER DISTRICT

--- SECTION LINE

AREA TO BE DETACHED FROM THE CITY
OF FRESNO WATER DEPARTMENT AND
ATTACHED TO THE PINEDALE COUNTY
WATER DISTRICT: AREA N - 122 ACRES



APPROVED

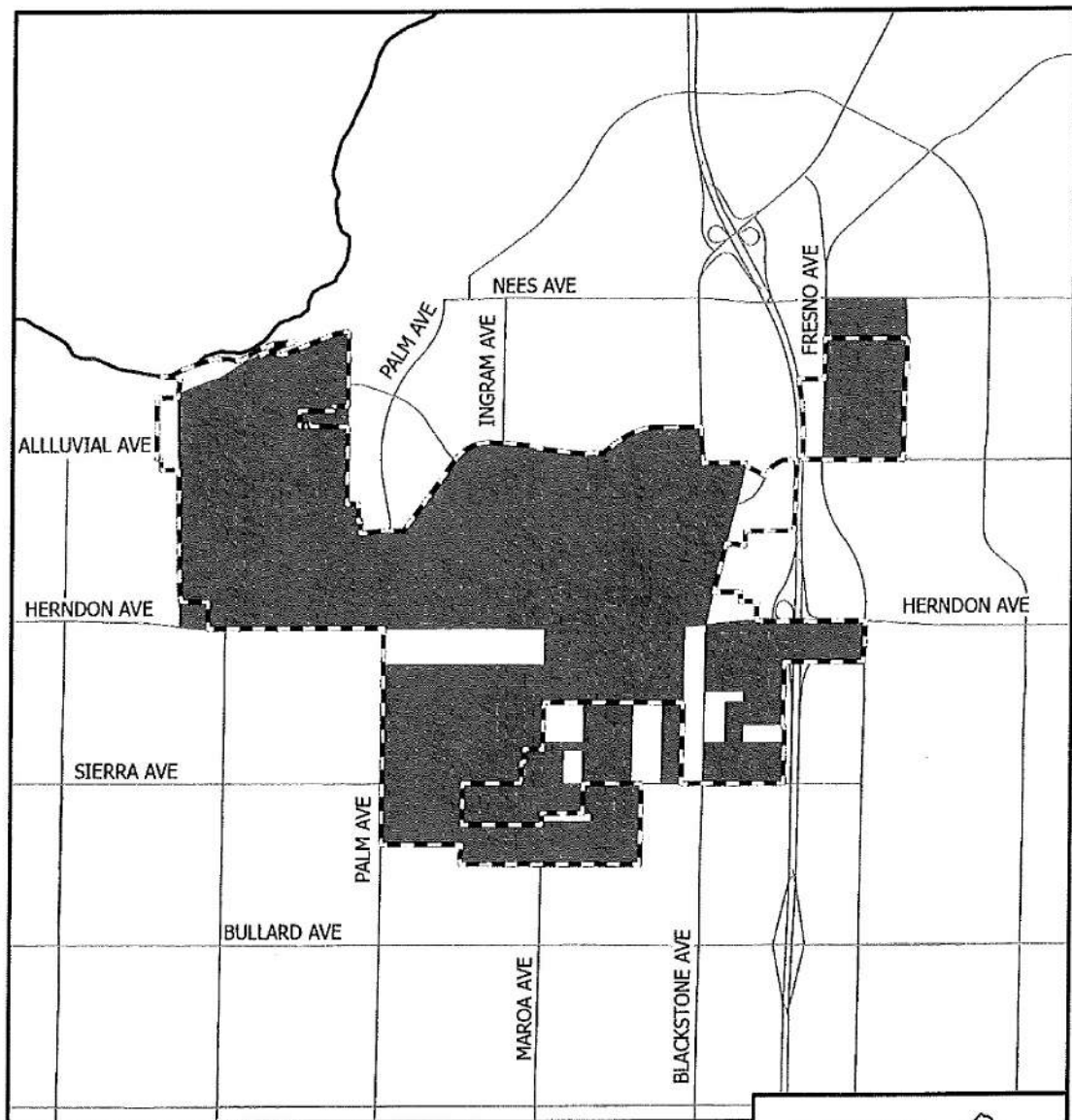
LAFCO RES. # 20-14-3

June 8, 2016

DATE

Pinedale County Water District

Sewer Service Area



Fresno Local Agency Formation Commission



District Sphere of
Influence



Sewer Service Area



District Formed: 1954
SOI Adopted: 08/06/1978
SOI Updated: 06/08/2016
Sewer Service Area: 1172 Acres
Sphere Area: 1203 Acres
Map Date: 02/23/2026

Agency location



County of Fresno

EXHIBIT 8

NEAL E. COSTANZO
MICHAEL G. SLATER

LAW OFFICES
COSTANZO & ASSOCIATES
A PROFESSIONAL CORPORATION
575 E. LOCUST AVENUE
SUITE 115
FRESNO, CALIFORNIA 93720-2928
(559) 261-0163

FAX (559) 261-0706

June 26, 2026

Rebekah Eropkin
Senior Deputy County Counsel
County of Fresno
2220 Tulare Street, Fifth Floor
Fresno, CA 93721
reropkin@fresnocountyca.gov

Re: Pinedale County Water District; November 3, 2026, Election of Directors

Dear Ms. Eropkin:

Your June 18, 2026, letter is confused and confusing. You appear to be saying that you intend to use a map issued by LAFCo recorded August 15, 2016 ("2016 Map") for the 2026 election. The document is actually a Certificate of Completion involving detachments and annexations between Pinedale and the City of Fresno Water Department. You state that the Registrar of Voters ("ROV") confirmed the district's jurisdictional boundary map with LAFCo is "the same map used by the ROV in the District's November 2024 General Election". You imply that the map used in 2024 is the 2016 Map. But obviously enough as the Certificate of Completion states the map attached is only of territory detached from or annexed to Pinedale and/or the City of Fresno Water Department. You then inconsistently state that the "ROV's jurisdictional boundary map is most accurately depicted in the map [I] provided with [my] letter", which you identify as also being attached to Resolution No. 2026-02 which was previously submitted to the Elections Office entitled "Pinedale County Water District Service Area". ("2026 Map"). Then you say "this map" includes the "annexation and detachments that were approved by LAFCo at its June 8, 2016, public meeting and you then attach a copy of the 2016 Map, again indicating that is the map the ROV intends to use for this election. For purposes of addressing what it is you are apparently attempting to convey by this very confused letter, I am assuming that the 2026 Maps adopted by LAFCo are not what you intended to refer to as the most accurate depiction of the district's jurisdictional boundaries.

We have no idea what the "ROV" has "confirmed with LAFCo", and we, consequently, disregard the multiple references to your client engaging in discussions with LAFCo about what map to use for this upcoming election. This will be followed by a Public Records Act Request

seeking the documents relevant to any communication between LAFCo and the ROV. Your letter jumps from map to map without ever clearly identifying what it is you intend to include as the "jurisdictional boundary" of Pinedale County Water District ("Pinedale" or "District") for this upcoming election, but we assume, just as you did in 2024, you intend to use the 2016 Map as setting the boundaries when in fact it is a map that shows only property annexed or detached and does not reflect any such boundary.

Your letter purports to identify what is depicted in the 2016 and 2026 Map. The 2016 Map is a meet and bounds description with attached grids of streets and territory. You are not competent to determine what these respective maps include or do not include. Nevertheless, you state, without basis, the conclusion that the "sewer service area map included with [my] letter (also attached to Resolution No. 2026-02), does not include the annexations and detachments from the recorded "Pinedale County Water District Reorganization 2014 documents." I assume that is a reference to the 2016 Map that you intend to use although it is impossible to determine from the content of your letter.

You state quite incorrectly that the February 23, 2026, map (2026 Map) that is attached to the Resolution and my letter are somehow "different from the sewer service area map currently posted on LAFCo's website". That is simply false. The maps that are attached to my letter and to the Resolution were retrieved from LAFCo's website. The assertion that a map provided to you by the District that shows it was issued by LAFCo on February 23, 2026, is somehow different from the map that is dated February 23, 2026, that appears on LAFCo's website is baseless and illogical. You state that it is different from the map dated February 23, 2025, that the "ROV received from LAFCo in March 2026". But there is only one map depicting the sewer service area dated February 23, 2026, issued by LAFCo. The ROV was not provided anything different and the map that appears on the website is exactly the same as the one that is attached to the Resolution and to my letter. If there is a different map of the same date that LAFCo gave to the ROV one would expect you would provide me with a copy. You did not, because it does not exist.

Your complaint appears to be that LAFCo adopted a map depicting the District's service area for sewer service which does not include all annexations and detachments reflected by the recorded map, which I presume is the 2016 Map. You do not identify any such excluded annexation or detachment. If you mean to suggest that the maps show some different territory for Pinedale's sewer service area because something was annexed that would be historically incorrect and physically impossible. The District's sewer service territory has not expanded, and no territory has been annexed since at least 1976. The 2026 sewer service area map does not include any of the territory that was detached from the District by the City of Fresno Water Department. Apparently, you are claiming that LAFCo does not know how to adopt a map to accurately reflect the territory served by the District and is disregarding its own prior determinations detaching territories. Again, you are not competent to make that determination nor is the ROV. LAFCo has made that determination and apprised you of that determination and you are apparently opting to ignore LAFCo's designation of the current sewer service area of the District. Characterizing the 2026 map as not including annexations or detachments to or from the District reflected in the 2016 map is effectively an attempt to rewrite history. It also ignores the legal effect of LAFCo's authority to define boundaries for cities and districts.

Simply put, the sewer service area has not expanded although it has significantly contracted since 1976, when the District discontinued use of its wastewater treatment facility in favor of connecting to an interceptor line that feeds sewage collected through its sewer service collection system to Fresno's wastewater treatment plant. The 2026 map does not include the territory that was detached from the District. You are not competent to decide whether there is a difference in the sewer service area depicted in the 2016 and 2026 maps, and neither am I. I forwarded your material to the District's engineer (Provost & Pritchard), who has access to the county's GIS system or its equivalent and they will provide an opinion as to what those maps actually depict.

You claim without any basis that the 2026 Map (Sewer Service Area) shows "areas within the District's sewer service area that are outside of the District's jurisdictional boundaries". You state that these areas "include customers who do not reside within the jurisdictional boundaries of the district but received sewer services from the District pursuant to an extended services contract or an agreement". For your information the District does not now and has never provided sewer service outside of its jurisdictional boundaries or entered into any form of contract with anyone to provide out of District sewer service. It has never had LAFCo approve any "outside" sewer service. Again, its sewage collection system was connected to the City of Fresno wastewater treatment facility in 1976 and since that date, has never expanded.

Lastly, you repeat the claim that you made when the ROV refused to allow Fred Gonzalez to file candidacy papers in 2024, although Mr. Gonzalez is plainly a resident of the District. All persons receiving services from and being billed for those services by Pinedale County Water District are residents of the District.

You state that if I disagree with your "analysis", which I obviously do, I am to provide you with "legal authority" that the "county can recognize person's residing outside the jurisdictional boundaries as voters in the District". There is no such legal authority, and you know it. You are simply misrepresenting what is depicted by a series of maps adopted by LAFCo. Although you repeatedly say the ROV has discussed the issue with LAFCo you never say that LAFCo agrees with anything appearing in your letter. You also suggest that the district must strike its reference to the Territory of the District as used in the resolution sent to the elections office, something it does not intend to do. The Territory of the District is accurately and validly identified by LAFCo in the 2026 Map. The ROV has a ministerial obligation to adopt and use LAFCo's latest identification of the service areas for water and sewer, the 2026 Maps.

You then shift to a lengthy diatribe about how you will need a certificate of completion for a reorganization that includes the sewer service territory, but your arguments are obviously premised on your willingness to misrepresent what is depicted in the maps. As noted, I am having an engineer confirm that you are simply incorrect about what territory is depicted by the 2016 and 2026 maps. LAFCo is far more competent than you to determine what the District's current sewer service area is, and it is vested by statute with exclusive authority to determine the boundaries of the district. If you refuse to use the 2026 map depicting the district's sewer service area, based on a claim that it is different from the 2016 Map (which depict completely different things) or based on whatever consideration that is not disclosed in your letter, please let us know immediately so that I may file a Petition for Writ of Mandate against the County and the County Elections Office.

Clearly, you cannot use the 2016 Map because it depicts no "boundary". You are refusing to include in its boundary the sewer service area shown in the 2026 Map. But what you are using to show a jurisdictional boundary is a mystery because you intentionally refuse to say what you are using to show the boundary. We are not engaging in any further debate with you on this issue. If you do not make it clear to us how you are determining a "jurisdictional boundary" you will have to make it clear to the court.

Very truly yours,

COSTANZO & ASSOCIATES



Neal E. Costanzo

NEC/jj
Enclosures
c/c James Kus;
Jason Franklin

EXHIBIT 9

Neal Costanzo

From: Neal Costanzo
Sent: Wednesday, July 1, 2026 1:29 PM
To: 'Eropkin, Rebekah'
Cc: 'clerk-elections@fresnocountyca.gov'; JASON FRANKLIN - jdf-pcwg@sbcglobal.net
Subject: RE: Pinedale County Water District - Consolidated Election

The district's engineer has reviewed and compared the 2026 Maps with the 2016 map and determined there is no basis for your claim that the 2026 map of the sewer service area includes any territory detached from the district and that everything annexed to the district is properly reflected by the 2026 water service area map and that the 2016 map doesn't establish and in fact fails to include much of the territory of the district and cannot possibly serve as the defining document setting the district's "jurisdictional boundaries" for voting purposes. These are obvious conclusions because the 2016 Map (and I use these terms as defined in my June 23, 2026, letter) only identifies territory detached or annexed to the district and further none of those detachments or annexations is of any part of the sewer service area. That is something anyone can see from the certificate of completion. The detachments and annexations involved only affect the water service function which you can easily tell because the detachments from the district are ALL detachments of water service only. That is why the area detached is attached to the City of Fresno Water Department, and not the city of Fresno. As stated previously the sewer service area has not changed since 1976 and your threat to disregard the sewer service area map from February 2026 is a threat to unlawfully disenfranchise hundreds of voters, which would work a deprivation of civil rights for which the county may be held liable under 42 USC Section 1983. We don't intend to let it get that far. Unless I have confirmation by July 3 at 5pm that the elections office will use the 2026 maps including the sewer service area I will assume your very nefarious plan is to exclude the sewer service area, just as you did in 2024, and I will file a petition for writ of mandate to compel the elections office to use the 2026 maps. Our resolution submitted to the elections office is not going to be changed in the manner you want it changed, by deleting reference to the 2026 map as defining our boundaries. The section 1983 challenge for damages for disenfranchising voters will come later.

Why it is you refuse to identify the maps that will be used for this purpose is a mystery, but it seems very likely all you are doing is trying to maintain a modicum of vagueness because you cannot identify any part of the district's boundaries other than by reference to a map generated by LAFCo which has the exclusive authority to define the territory of the district. The elections official has a ministerial duty to use LAFCo's most recent definition of the district's boundaries and if we don't have the confirmation that he will conform to that duty by Friday at the latest on Monday July 6 I will file a petition for writ of mandate accompanied with all supporting evidence and authority and set an ex parte hearing on issuance of the writ and/or an injunction requiring the elections office to use those maps. You don't have the luxury of ignoring a public entity that is set to have an election of directors, preceded by filing of candidacy papers by those within its territory seeking election to a director position and you will not be permitted to run out the clock like you did in 2024. One would expect that given the tight timelines involved you would have responded to the June 23, letter by now, which is the arbitrary deadline you placed on a response to your letter of June 18, 2026.

From: Eropkin, Rebekah <reropkin@fresnocountyca.gov>
Sent: Thursday, June 18, 2026 4:34 PM

EXHIBIT 10



Douglas T. Sloan
County Counsel

July 2, 2026

Neal E. Costanzo
Costanzo & Associates
575 E. Locust Ave., Ste. 115
Fresno, CA 93720
neal@costanzolaw.com

Sent via e-mail

Re: *Pinedale County Water District's November 3, 2026 General Election*

Dear Mr. Costanzo:

Our Office acknowledges receipt of your letter, dated June 26, 2026, and your e-mail, dated July 1, 2026, regarding the jurisdictional boundaries of the Pinedale County Water District (District).

We have attached the jurisdictional boundary map that the Fresno County Clerk/Registrar of Voters (ROV) has used for the District's elections since 2018 and will use in the District's November 3, 2026 General Election. The attached map includes the annexations and detachments that were certified by LAFCo in a Certificate of Completion recorded with the Fresno County Recorder on August 15, 2016 (the "Pinedale County Water District Reorganization, 2014").

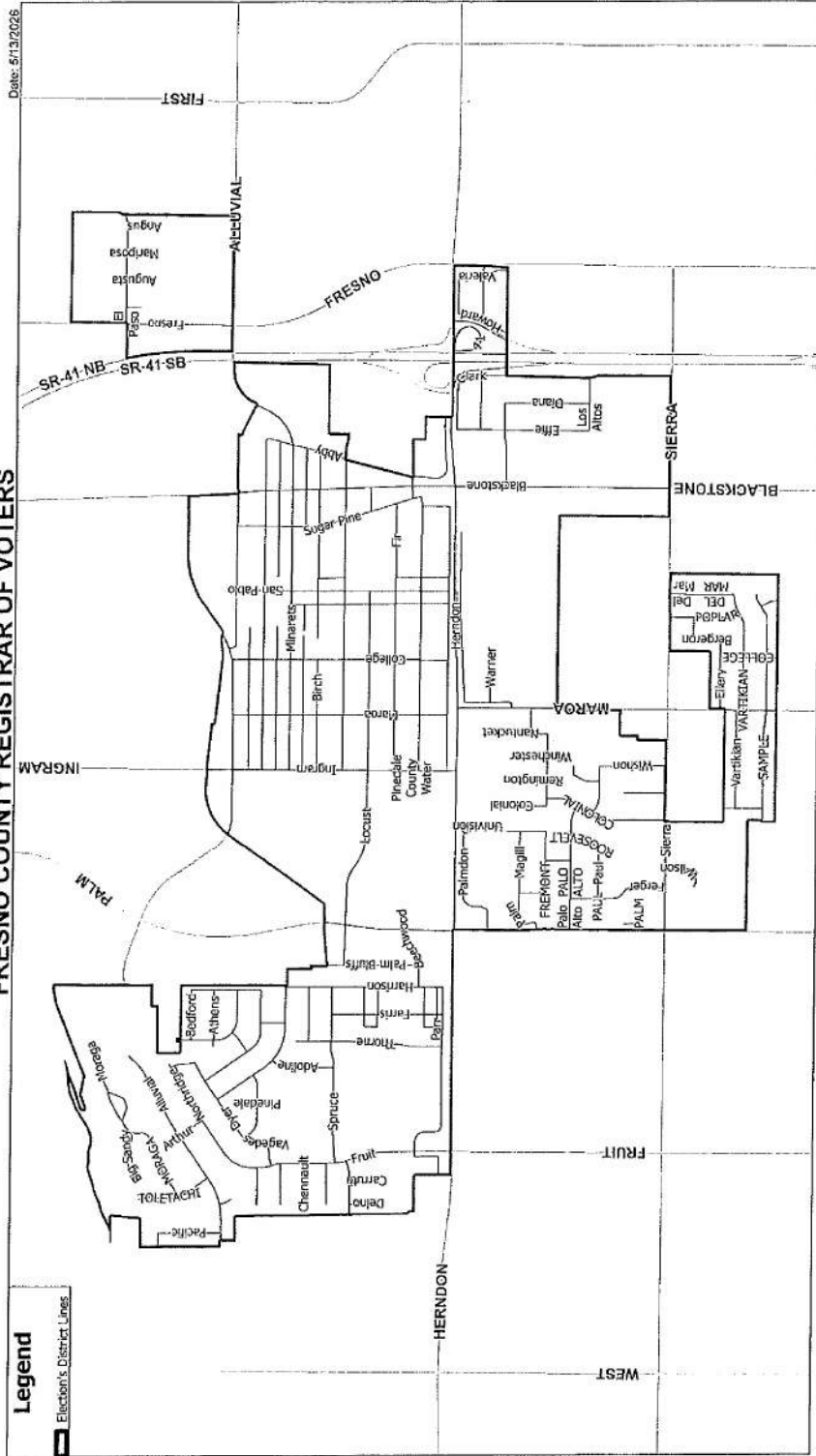
As stated in our letter, dated June 18, 2026, unless the District has a recorded Certificate of Completion formally changing the District's jurisdictional boundaries after the "Pinedale County Water District Reorganization, 2014," the ROV does not have authority to change the District's jurisdictional boundaries for the November 3, 2026 General Election.

Sincerely,

DOUGLAS T. SLOAN
County Counsel

By Rebekah A. Eropkin
Senior Deputy County Counsel

Attachment: Pinedale County Water District – District Map November 2026



CERTIFICATION

On behalf of the district, I hereby certify that I have reviewed the map boundaries and/or files for the district and approve them for the use of the November 3rd 2026 Statewide General Election to be held on November 3rd, 2026.

Signature	Date	Email
Print name	Title	Phone Number



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PROOF OF SERVICE

The undersigned declares:

Matt Acuna, the undersigned, declare that:

I am employed in the County of Fresno, State of California. I am over the age of eighteen years and am not a party to the within action. My business address is 575 E. Locust Avenue, Suite 115, Fresno California 93720.

On July 31, 2026, I served the foregoing documents described below via:

☐ U.S. Mail Delivery: Depositing in a sealed envelope with postage prepaid with the United States Postal Service.

☒ Electronic Mail: My electronic mail address is: assistant@costanzolaw.com

DECLARATION OF NEAL E. COSTANZO

on all parties to this action as addressed below:

James A. Kus
jkus@fresnocountyca.gov

Case No: 26CU02177

PINEDALE COUNTY WATER DISTRICT,
a California County Water District (Water
Code § 30000 et seq),

v.

James A. Kus,
Fresno County Clerk and Registrar of Voters
and DOES 1-10, inclusive

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 31, 2026



Matt Acuna