



## Board of Directors

Brian Brennan, Director  
Richard Hajas, Director  
Neil Cole, Director

Mary Bergen, Director  
Pete Kaiser, Director

CASITAS MUNICIPAL WATER DISTRICT  
Meeting to be held at the

1055 Ventura Ave.  
Oak View, CA 93022  
www.casitaswater.org

Join Zoom Meeting

<https://us06web.zoom.us/j/86791551612?pwd=mWqr9G9BSGjWDJvIXZXvFvISVLX9gX.1>  
Meeting ID: 867 9155 1612 Passcode: 496262

To participate via telephone please call (877) 853-5247 or (888) 788-0099  
Enter Meeting ID: 867 9155 1612# Passcode: 496262#

Special Meeting Agenda

November 29, 2023 @ 5:00 PM

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of §54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

5. ACTION ITEMS

- 5.a. Discussion and possible action on draft Memorandum of Understanding with City of Ventura regarding water rates for calendar years 2024, 2025, and 2026.

[Board Memo Proposed City of Ventura MOU for Water Rates 112923 2.pdf](#)

[Draft Casitas-City of Ventura 2024-2026 Water Rates MOU 112923.pdf](#)

- 5.b. Direct staff to opt-out of the proposed per-and-polyfluoroalkyl substances (PFAS) class-action settlement for both the Ojai and Casitas Public Water Systems.

[Board Memo PFAS Settlement Opt Out 112923.pdf](#)

6. ADJOURNMENT

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**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** MICHAEL FLOOD, GENERAL MANAGER  
**SUBJECT:** DISCUSSION AND POSSIBLE ACTION ON DRAFT MEMORANDUM OF UNDERSTANDING WITH CITY OF VENTURA REGARDING WATER RATES FOR CALENDAR YEARS 2024, 2025, AND 2026  
**DATE:** 11/29/2023

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**RECOMMENDATION:**

That the Board review and discuss a Draft Memorandum of Understanding (MOU) with the City of Ventura regarding water rates for Calendar Years 2024, 2025, and 2026.

**BACKGROUND:**

The Board authorized a contract with Bartle Wells Associates to conduct a Cost of Service and Rate Design Study (Rate Study) to inform water rates for the next five years. The scope of the Rate Study included updating the 10-year financial plan and developing a rate structure sufficient to generate revenues needed to cover the cost of service and maintain the District's financial reserves to policy levels.

A presentation regarding proposed water rates was provided to the Board on June 14, 2023. Subsequently on September 13, 2023, the Board took actions to reduce impacts of near-term rate impacts to customers by 1) modifying the capital improvement program, and 2) revising the proposed water rates to a three-year schedule rather than the five years originally planned. A formal public hearing has been scheduled for December 13, 2023 to consider adoption of the proposed water rates.

Casitas' water rates are structured to collect most of the revenue from volumetric charges based on the amount of water used, although more than 80 percent of costs are fixed to operate and maintain the water system. This type of rate structure incentivizes conservation, but can have a significant impact on District finances if water usage is less than planned.

The 2017 water rate study assumed average usage by the City of approximately 4,500 AFY. In Fiscal Year 2022-2023, the City's water use was approximately 1,100 AFY. The 2023 water rate study assumes the City would use 2,000 AFY of water on average over the next five years. If the City uses less than that amount, it could have a substantial financial impact on the District.

Staff has worked with the City to develop an MOU for water rate adjustments for Calendar Years 2024, 2025, and 2026, in exchange for minimum purchases by the City that are beneficial to Casitas for both financial and operational reasons. A key aspect of the MOU is that it secures approximately the same total annual revenue from the City as is assumed in the recent water rates study.

The MOU is structured such that the City of Ventura will make a monthly payment equal to the fixed charges of all City meters as well as volumetric charges in an amount equal to 1/12<sup>th</sup> of the minimum purchase. Any water that is used in addition to the minimum amount will be identified and volumetric charges will be billed to the City at the end of each Calendar Year.

A summary of the original proposed rates, adjusted rates, minimum deliveries, and annual payments is provided in the tables below.

<b>RATE SCHEDULE (2023 RATE STUDY)</b>		<b>Current</b>	<b>Proposed</b>		
	<b>FY 2016</b>	<b>FY 2023</b>	<b>Jan 1, 2024</b>	<b>Jan 1, 2025</b>	<b>Jan 1, 2026</b>
<b>Monthly Fixed Charges</b>					
Meter Size or Location					
1"	\$34.86	\$66.27	\$64.60	\$63.23	\$61.53
6"	\$812.42	\$1,723.14	\$2,514.76	\$3,011.99	\$3,586.50
Kingston	\$13,741.69	\$10,179.86	\$18,778.34	\$25,286.23	\$33,850.93
Olive and Ramona	\$23,561.61	\$18,923.76	\$28,390.15	\$34,476.00	\$41,622.28
<b>Volumetric Charges, \$/HCF</b>	\$0.83	\$1.56	\$1.95	\$2.16	\$2.37
<b>Minimum Delivery, AFY</b>	----	----	----	----	----
<b>Total Annual Payments, \$ per Calendar Year:</b>			\$2,356,168.44	\$2,708,129.16	\$3,100,274.88

<b>ADJUSTED RATE SCHEDULE (MOU)</b>		<b>Current</b>	<b>Proposed</b>		
	<b>FY 2016</b>	<b>FY 2023</b>	<b>Jan 1, 2024</b>	<b>Jan 1, 2025</b>	<b>Jan 1, 2026</b>
<b>Monthly Fixed Charges</b>					
Meter Size or Location					
1"	\$34.86	\$66.27	\$64.60	\$63.23	\$61.53
6"	\$812.42	\$1,723.14	\$2,514.76	\$3,011.99	\$3,586.50
Kingston	\$13,741.69	\$10,179.86	\$18,778.34	\$21,493.30	\$25,388.20
Olive and Ramona	\$23,561.61	\$18,923.76	\$28,390.15	\$29,304.60	\$31,216.71
<b>Volumetric Charges, \$/HCF</b>	\$0.83	\$1.56	\$1.77	\$1.90	\$2.02
<b>Minimum Delivery, AFY</b>	----	----	2,200	2,400	2,600
<b>Total Annual Payments, \$ per Calendar Year:</b>			\$2,353,554.84	\$2,705,101.15	\$3,096,882.45

**A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SAN BUENAVENTURA (CITY) AND THE CASITAS MUNICIPAL WATER DISTRICT (CASITAS) REGARDING CASITAS WATER RATES FOR CALENDAR YEARS 2024, 2025, AND 2026**

This Agreement is made and entered into this 13<sup>th</sup> day of December 2023, by and between the City of San Buenaventura, a California Charter Law Municipal Corporation (“City”) and Casitas Municipal Water District, organized under the Municipal Water District Act of 1911 (“Casitas”). The City and Casitas shall hereinafter be referred to individually as “Party” and collectively as the “Parties.”

Recitals:

- A. WHEREAS, the City and Casitas have an existing Water Service Agreement effective since 2017 that will remain in effect and is not altered by this Agreement.
- B. WHEREAS, the City desires to have predictable costs and Casitas desires to have predictable revenues for their respective budgets; and
- C. WHEREAS, the City and Casitas wish to define Casitas’ water rates related to the City’s water service from Casitas for the next three calendar years.
- D. WHEREAS, the City and Casitas intend to work together to consider a revised water service agreement during the term of this MOU.

In consideration of the foregoing recitals, and the covenants and agreements set forth herein, the City and Casitas agree as follows:

- 1. Implementation of Rates: each water rate adjustment as outlined on the “SCHEDULE OF WATER RATES” attached hereto as Exhibit “1” will occur on January 1<sup>st</sup> of each year.
- 2. Term: for this MOU, the initial water rate adjustment will commence on January 1, 2024 and the final water rate adjustment will commence on January 1, 2026 as identified in the SCHEDULE OF WATER RATES.

3. Expiration: This MOU will expire on December 31, 2026. Any amounts billed after December 31, 2026 for services during the term of this agreement will still be owed. After December 31, 2026, the rates commencing on January 1, 2026 in this MOU and its SCHEDULE OF WATER RATES will remain in place until new rates are established by Casitas.
4. Minimum Water Purchases: the City agrees to purchase the minimum amount of water supply annually within each calendar year from Casitas as defined in the attached schedule unless an interruption of service occurs as noted in paragraph 6.
5. Additional Water Purchases: If the City wishes to purchase water supply in addition to the minimum purchase amount in a given year, then it will pay volumetric charges for the additional water as adopted by Casitas on December 13, 2023, and as reflected in the Casitas Rate Notice attached hereto as Exhibit "2"; the City will continue to pay the fixed charges as per the attached schedule.
6. Interruption of Service: If Casitas cannot supply the City with water, due to operational, infrastructure, or water quality issues, then the City will be excused from purchasing water during that period and the corresponding amount of water in Acre-Feet and associated volumetric charges will be deducted from the 'Annual Minimum Purchase' amount identified in the attached schedule if purchases cannot be made up in the remainder of the year.
7. Billing: Casitas will bill the City each month for the fixed charges of all City meters as well as volumetric charges in an amount equal to 1/12<sup>th</sup> of the associated minimum water purchase. The City will pay the full cost of the monthly bills relating to the applicable minimum water purchase. Any water that is used in addition to the minimum amount will be identified and volumetric charges will be billed to the City at the end of each Calendar year.
8. Authority and Representations. The undersigned representatives of the City and Casitas hereby represent that he or she is authorized to execute the Agreement for the party on whose behalf this Agreement is executed.

9. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties.
10. No Waiver. Any failure or delay on the part of either Party to exercise any right under this Agreement shall not constitute a waiver of the right and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.
11. Governing Law and Venue. This Agreement is a contract governed in accordance with the laws of the State of California. The Parties hereby agree that venue for any action brought to enforce the terms of this Agreement shall be in a court of competent jurisdiction in the county of Ventura, California, and consent to the jurisdiction thereof as a neutral venue.
12. Execution of Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
13. Alteration. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.
14. Force Majeure. Neither Party shall be held responsible for any failure to perform under this Agreement if such non-performance is a result of circumstances beyond that Party's reasonable control, including but not limited to acts of God, fires, natural disasters, explosions, vandalism, labor strikes, national emergencies, insurrections, riots, wars, or terrorism. The Parties agree that fluctuations in market conditions shall not be considered events of force majeure. In the event of an event of force majeure, the affected Party must promptly notify the other Party; the Parties shall meet-and-confer regarding implementing the Agreement in an equitable manner following the event of force majeure.

15. Dispute Resolution. The Parties agree to use their best efforts to prevent and resolve disputes by good faith cooperation and negotiation. In the event that any dispute arises among the Parties relating to this Agreement or the rights and obligations arising from this Agreement, the aggrieved Party shall provide written notice to the other Party of the dispute. Within forty-five (45) days after such written notice, the Parties shall attempt in good faith to resolve the dispute through informal means. If the Parties cannot agree upon a resolution of the dispute within forty-five (45) days from the providing of written notice specified above, the dispute shall be submitted to mediation prior to commencement of any legal action. The Parties shall select a neutral third-party mediator with appropriate expertise to mediate the dispute. The mediation shall be no less than a full day, unless agreed otherwise among the Parties involved in the dispute, and the cost of mediation shall be paid in equal proportion among the Parties. Upon completion of mediation, if the controversy has not been resolved, either Party may exercise all rights to bring a legal action relating to the dispute.
16. No-Third Party Rights or Assignments. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns. No other person or entity may have or acquire any right by virtue of this Agreement. Any attempt by a Party to assign the benefits or burdens of this Agreement without the prior written approval of the other Party shall be prohibited and shall be null and void.
17. Notices. All notices given or required to be given pursuant to this Agreement shall be in writing provided by hand-delivery or overnight courier, to the following addresses:
- Casitas Municipal Water District: 1055 N. Ventura Ave Oak View, Ca. 93022  
Attn: General Manager
- City of San Buenaventura: 501 Poli Street, Ventura, CA 93001  
Attn: City Manager
18. Separability. If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall, if possible,





**Exhibit "1"**

**SCHEDULE OF WATER RATES**

	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
<b>Monthly Fixed Charges</b>			
Meter Size or Location			
1"	\$ 64.60	\$ 63.23	\$ 61.53
6"	\$ 2,514.76	\$ 3,011.99	\$ 3,586.50
Kingston	\$ 18,778.34	\$ 21,493.30	\$ 25,388.20
Olive and Ramona	\$ 28,390.15	\$ 29,304.60	\$ 31,216.71
<b>Volumetric Charges, \$/Unit (HCF)</b>	\$ 1.77	\$ 1.90	\$ 2.02
<b>Annual Minimum Purchase (Acre-Feet)</b>	2,200	2,400	2,600

DRAFT

**Exhibit "2"**

**Casitas Rate Notice (September 2023)**

DRAFT

# NOTICE OF PUBLIC HEARING ON PROPOSED CHANGES TO WATER SERVICE RATES AND CHARGES



**Date:** Wednesday, December 13, 2023, 5:00 p.m.  
**Place:** Casitas Municipal Water District, Board Room  
1055 Ventura Avenue  
Oak View, California 93022

## PROPOSED WATER SERVICE RATES AND CHARGES

You are receiving this Notice because our records indicate that you are either a water customer or owner of a property receiving direct water service from the Casitas Municipal Water District.

If you are responsible for more than one water bill, you may receive more than one Notice.

The Board of Directors of the Casitas Municipal Water District (Casitas or District) will hold a public hearing at the date and location specified above to consider a proposed three-year schedule of changes to the District's water rates. This Notice describes proposed changes and explains how you can participate in the process.

As required by Proposition 218, the proposed water rate structure is based on a comprehensive rate study that used a rate model developed by an independent rate consultant to evaluate cost of service. If adopted, the water rates will become effective January 1 of the years 2024 through 2026, respectively.

### Why are water rates increasing?

Casitas continually evaluates its infrastructure needs, programs, and operations and maintenance costs to store, treat, and deliver water to its customers. In order to ensure reliable water service and financial stability, the District has determined revenue requirements will increase. Key factors include:

- **Replace and modernize aging infrastructure:** The proposed rates will allow Casitas to complete infrastructure maintenance and refurbishment of pipelines, tanks, and pump stations necessary to convey water to its customers. Most of the water system was constructed several decades ago and requires improvements to provide water quality, seismic, and fire protection.
- **Rising cost of external expenses:** Despite record high levels of inflation, Casitas has not increased its water rates since July 2021. The proposed rates assume 5% inflation annually for the next three years.
- **Replenish reserves to prepare for future emergencies:** Over the last five years, Casitas' financial reserves functioned as intended in response to drought, fire, storm damage, pandemic, and unexpected levels of inflation. However, financial reserves are below target levels and Casitas must replenish financial reserve accounts to be ready for the next emergency.
- **Strengthen water supply resiliency:** To mitigate droughts and emergencies, the proposed rates include construction of a regional intertie project known as the Ventura-Santa Barbara Counties Intertie. The project includes 1.3 miles of new pipeline and two booster pump stations.

### How are costs being offset?

Casitas is committed to responsible financial stewardship and has identified alternative revenue sources to minimize the need for rate increases, where possible. In the last few years, Casitas successfully secured a range of outside funds for capital projects including:

- **\$1.5 million** in FEMA funding for emergency generators to ensure water service during power outages
- **\$10 million** in state and federal grants for the Ventura-Santa Barbara Counties Intertie project



### **What are the water bill components?**

Most water bills are made up of monthly fixed charges and a volumetric charge based on the amount of water used. While the majority of expenses to maintain water system infrastructure are fixed and do not vary based on the amount of water used by customers, a volumetric charge helps to encourage conservation efforts. The volumetric charges will continue to make up the majority of revenue needed to meet the District's costs.

### **CURRENT AND PROPOSED VOLUMETRIC CHARGES**

All rates are in \$/HCF. (1 HCF [Hundred Cubic Feet]= 748 gallons)

Customer Class	Tiers	Current	Jan 1 2024	Jan 1 2025	Jan 1 2026	
Residential <sup>1</sup>	Pumped	1 - First 10 HCF	\$1.52	\$1.90	\$2.10	\$2.31
		2 - Next 40 HCF	\$2.31	\$2.71	\$2.91	\$3.10
		3 - All other HCF	\$3.72	\$4.06	\$4.20	\$4.32
	Gravity	1 - First 10 HCF	\$0.77	\$1.07	\$1.25	\$1.46
		2 - Next 40 HCF	\$1.56	\$1.91	\$2.09	\$2.28
		3 - All other HCF	\$2.97	\$3.27	\$3.39	\$3.51
Agricultural Domestic <sup>1</sup>	Pumped	1 - First 10 HCF	\$1.52	\$1.90	\$2.10	\$2.31
		2 - Next 40 HCF	\$2.31	\$2.71	\$2.91	\$3.10
		3 - All other HCF	\$1.71	\$2.05	\$2.23	\$2.40
	Gravity	1 - First 10 HCF	\$0.77	\$1.07	\$1.25	\$1.46
		2 - Next 40 HCF	\$1.56	\$1.91	\$2.09	\$2.28
		3 - All other HCF	\$0.96	\$1.24	\$1.40	\$1.57
Agriculture	Pumped	All HCF	\$1.71	\$2.05	\$2.23	\$2.40
	Gravity	All HCF	0.96	\$1.24	\$1.40	\$1.57
Commercial, Resale, & Other <sup>2</sup>	Pumped	All HCF	\$2.31	\$2.75	\$2.98	\$3.20
	Gravity	All HCF	\$1.56	\$1.95	\$2.16	\$2.37

<sup>1</sup> Rate includes Single Family and Multi-Family Residential Uses. Multi-family Residential Tier 1 rate is 10 HCF per dwelling unit.

<sup>2</sup> Rate includes Industrial, Inter-Departmental, and Institutional Uses

### **CURRENT AND PROPOSED FIXED MONTHLY PRIVATE FIRE SERVICE CHARGES (IF REQUIRED AND APPLICABLE)**

Meter Size	Current	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
2"	\$8.90	\$5.09	\$5.30	\$5.52
3"	\$8.90	\$11.13	\$11.59	\$12.07
4"	\$21.59	\$20.03	\$20.86	\$21.73
6"	\$31.27	\$41.34	\$43.05	\$44.84
8"	\$42.44	\$50.88	\$52.99	\$55.19
10"	\$87.37	\$73.13	\$76.17	\$79.33

### **FIXED MONTHLY ADJUDICATION CHARGE**

No changes are currently proposed for the monthly fixed adjudication charge adopted by the Board of Directors on June 24, 2020. Current charges are shown in the table below. For more information, visit:

<https://www.casitaswater.org/for-customers/adjudication-information>.

Meter Size	Residential	Agriculture Domestic	Agriculture	Commercial	Interdepartmental	Industrial	Other	Resale
5/8-3/4"	\$1.51			\$3.81	\$2.92	\$0.77	\$2.89	\$9.44
1"	\$2.52	\$15.79	\$25.17	\$6.36	\$4.87	\$1.29	\$4.81	\$15.73
1-1/2"	\$5.04	\$31.59	\$50.35	\$12.71	\$9.75	\$2.58	\$9.62	\$31.47
2"	\$8.07	\$50.54	\$80.55	\$20.34	\$15.60	\$4.13	\$15.39	\$50.35
3"	\$17.65	\$110.55	\$176.21	\$44.49	\$34.12	\$9.04	\$33.66	\$110.13
4"	\$31.77	\$199.00	\$317.17	\$80.09	\$61.41	\$16.27	\$60.59	\$198.24
6"		\$410.63	\$654.49	\$165.25	\$126.72	\$33.58	\$125.03	\$409.07
12"								\$2,416.65
18"								\$4,492.52

## CURRENT AND PROPOSED FIXED MONTHLY SERVICE CHARGES

The new rates are proposed to take effect on the dates shown in the tables below.

	Meter Size	Current	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
RESIDENTIAL <sup>1</sup>	5/8-3/4"	\$45.24	\$40.77	\$38.38	\$35.91
	1"	\$75.39	\$70.40	\$67.44	\$64.24
	1-1/2"	\$150.77	\$129.27	\$118.67	\$108.31
	2"	\$241.25	\$284.47	\$306.27	\$327.80
	3"	\$527.70	\$729.51	\$850.40	\$985.54
	4"	\$949.88	\$1,511.14	\$1,889.69	\$2,349.29
COMMERCIAL & INDUSTRIAL	5/8-3/4"	\$36.15	\$35.11	\$34.31	\$33.33
	1"	\$60.22	\$60.60	\$60.28	\$59.60
	1-1/2"	\$120.47	\$111.31	\$106.08	\$100.50
	2"	\$192.75	\$244.94	\$273.75	\$304.17
	3"	\$421.65	\$628.17	\$760.16	\$914.52
	4"	\$758.96	\$1,301.18	\$1,689.14	\$2,179.99
OTHER <sup>2</sup>	6"	\$1,566.11	\$2,359.56	\$2,871.47	\$3,474.07
	5/8-3/4"	\$32.31	\$32.58	\$32.43	\$32.10
	1"	\$53.87	\$56.26	\$57.01	\$57.43
	1-1/2"	\$107.74	\$103.32	\$100.32	\$96.83
	2"	\$172.38	\$227.36	\$258.89	\$293.06
	3"	\$377.09	\$583.09	\$718.87	\$881.10
AGRICULTURE DOMESTIC <sup>1</sup>	4"	\$678.74	\$1,207.80	\$1,597.38	\$2,100.31
	6"	\$1,400.62	\$2,190.26	\$2,715.53	\$3,347.12
	1"	\$54.71	\$56.85	\$57.45	\$57.72
	1-1/2"	\$109.47	\$104.43	\$101.12	\$97.35
	2"	\$175.13	\$229.78	\$260.94	\$294.61
	3"	\$383.12	\$589.29	\$724.60	\$885.77
AGRICULTURE	4"	\$689.61	\$1,220.66	\$1,610.12	\$2,111.46
	6"	\$1,423.00	\$2,213.53	\$2,737.13	\$3,364.85
	1"	\$68.10	\$65.78	\$64.10	\$62.09
	1-1/2"	\$136.20	\$120.80	\$112.79	\$104.70
	2"	\$217.93	\$265.83	\$291.09	\$316.88
	3"	\$476.74	\$681.75	\$808.29	\$952.73
RESALE	4"	\$858.11	\$1,412.17	\$1,796.09	\$2,271.06
	6"	\$1,770.72	\$2,560.84	\$3,053.29	\$3,619.21
	5/8-3/4"	\$39.76	\$37.41	\$35.98	\$34.40
	1"	\$66.27	\$64.60	\$63.23	\$61.53
	1-1/2"	\$132.55	\$118.63	\$111.27	\$103.76
	2"	\$212.07	\$261.05	\$287.15	\$314.02
	3"	\$463.93	\$669.49	\$797.36	\$944.12
	4"	\$835.07	\$1,386.78	\$1,771.81	\$2,250.55
	6"	\$1,723.14	\$2,514.76	\$3,011.99	\$3,586.50
	12"	\$10,179.86	\$18,778.34	\$25,286.23	\$33,850.93
18"	\$18,923.76	\$28,390.15	\$34,476.00	\$41,622.28	

<sup>1</sup> Rate includes Single Family and Multi-Family Residential Uses

<sup>2</sup> Rate includes Institutional and Inter-Departmental Uses



### **What is changing about how water rates are calculated?**

The proposed rates reflect updated allocations of fixed charges based on potential use of the system, and a gradual transition to a rate structure in which all customers pay the same fixed monthly service charge based on the size of their meter. This transition is proposed to be phased in over a timeline longer than three years and will be considered in the next rate study.

### **How will the proposed changes impact my bill?**

Customers are encouraged to use the online water rate calculator to see how the new rates could impact their bill. As an example, a single family home with 3/4" meter size and water usage of 12 HCF would see a \$0.13 monthly increase in their bill for pumped water service starting January 1, 2024. For a single family home with larger water use of 50 HCF, the monthly bill increase would be \$15.33.

**CHECK OUT THE WATER RATE CALCULATOR AT:  
WWW.CASITASWATER.ORG/YOUR-WATER/WATER-RATE**



1055 Ventura Avenue  
Oak View, California 93022

[www.casitaswater.org](http://www.casitaswater.org)  
(805) 649-2251



## NOTICE OF PUBLIC HEARING FOR PROPOSED RATE CHANGES

The Board of Directors of the Casitas Municipal Water District will hold a public hearing to consider a proposed three-year schedule of increases to the District's water charges.

### ***How can I participate?***

- **Call** If you have any questions about how proposed water rates will affect your bill, please contact District staff at (805) 649-2251. Para información en Español, llame al (805) 649-2251.
- **Write** To protest any of the water rate changes, please submit a written protest per the instructions below.
- **Attend** the public hearing scheduled for **December 13, 2023 at 5:00 p.m.** at Casitas Municipal Water District, Board Room, 1055 Ventura Avenue, Oak View, CA 93022.

### ***How do I protest?***

Formal protests must be received **in writing and signed** no later than the close of the public hearing on **December 13, 2023** and may be hand delivered during the hearing, mailed or delivered to Casitas Municipal Water District, Attn: Clerk to the Board, 1055 Ventura Avenue, Oak View, CA, 93022. Written protests must: 1) provide the name of the protestor, 2) identify if they are the owner or tenant of the property, 3) identify the service address, 4) provide either the water account number or assessor's parcel number, and 5) be legible. Protests are public records. Protests submitted by email or other electronic means do not count as formal written protests. Oral comments do not qualify as formal protest unless accompanied by a written protest. Only one protest per affected parcel will be considered. The proposed water service rates and charges will not take effect if the District receives written protests from a majority of the affected property owners and customers.

Pursuant to California Government Code 53759, there is a 120-day statute of limitations for challenging any new, increased, or extended fees. This statute of limitations applies to the water service rates proposed in this notice.

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**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** MICHAEL FLOOD, GENERAL MANAGER  
**SUBJECT:** DIRECT STAFF TO OPT-OUT OF THE PROPOSED PER-AND-POLYFLUOROALKYL SUBSTANCES (PFAS) CLASS-ACTION SETTLEMENT FOR BOTH THE OJAI AND CASITAS PUBLIC WATER SYSTEMS.  
**DATE:** 11/29/2023

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**RECOMMENDATION:**

The Board direct staff to opt-out of the proposed PFAS-related class-action settlements for both the Ojai and Casitas water systems.

**BACKGROUND:**

Recently, Casitas received four separate notifications regarding class-action settlement proceedings that involve two chemical companies (DuPont and 3M) and per-and-polyflouroalkyl substances (commonly known as PFAS).

PFAS has been a chemical of concern in water supplies for many years for which Casitas is required to periodically test and has always obtained a negative result.

The four notices are attached.

**ANALYSIS:**

The settlements provide varying amounts (approximately \$1.1B for DuPont and \$10.5B to \$12.5B for 3M) in compensation funds to conceivably be shared by thousands of water providers across the Untied States.

Two phases of participation are provided in the settlement:

Phase 1: Water suppliers wherein a positive PFAS result has been obtained.

Phase 2: All water providers who have been required to test for PFAS. These class members are required to do further testing to establish a baseline.

Since Casitas has never obtained a positive PFAS test result for any of its water supplies, only Phase 2 participation would be available.

As part of this class-action settlement, Casitas has the ability to opt-out which means that the District would not participate nor be bound by its provisions.

If Casitas were not to opt-out, it would be bound by the conditions of the settlements once approved by the court.

Staff is recommending that the District opt-out of the settlements so that its legal rights regarding PFAS and these companies will be maintained into the future.



CASITAS MUNICIPAL WATER DIST  
FLOOD, MICHAEL

Website for filing Claim: [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com)  
Notice ID: WKX-317962

REMINDER NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-02873  
This Document relates to: City of Camden, et al., v. 3M Company, No. 2:23-cv-03147-RMG

United States District Court, District of South Carolina, Charleston Division

A settlement has been reached with Defendants in a product liability class action lawsuit involving all Public Water Systems in the U.S. that draw or otherwise collect from any Water Source that, on or before June 22, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and All Active Public Water Systems in the U.S. that, as of June 22, 2023, do not draw or otherwise collect from any Water Source that was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level and (i) are required to test for certain PFAS under U.S. EPA's UCMR-5, or (ii) serve more than 3,300 people, according to U.S. EPA's SDWIS data system. "SDWIS" stands for the Safe Drinking Water Information System. All other capitalized terms have the same meaning as in the Settlement Agreement, available at [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com). Active Public Water System means a Public Water System whose activity-status is "Active" in SDWIS and is a system for the provision of water to the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals daily at least sixty (60) days out of the year. A "Public Water System" shall include any operator-controlled collection, treatment, storage, and distribution facilities and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. The term "Public Water System" refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS; or any Person that has legal authority or responsibility to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System; but does not refer to a Non-Transient Non-Community Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of the Settlement Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

What Does The Settlement Provide? The 3M has agreed to pay an amount not less than \$10,500,000,000 and not more than \$12,500,000,000, subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall 3M be required under the Settlement Agreement to pay any amounts above the Settlement Funds. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Funds.

How Do I Get A Payment From The Settlement? You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com), or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, LA 70821. The deadlines to submit a Claim Forms are available on the settlement website. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Released Claims, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

What Are My Rights? If you are a Class member and do nothing, you will be bound by the Settlement and will give up any right to sue 3M in a separate lawsuit related to the Claims in this

lawsuit. Class Members have the right to object to the Settlement and/or ask for permission to appear and speak at the Final Fairness Hearing, but only if you do so by NOVEMBER 11, 2023. Class Members also have the right to “opt out,” meaning to exclude themselves from the Settlement by DECEMBER 11, 2023. If you are a Class Member and do not exclude yourself, you will be bound by the Settlement and will give up any right to sue 3M in a separate lawsuit related to the Claims in this lawsuit.

**The Court’s Hearing:** The Court will hold a Final Fairness Hearing in Charleston Courtroom #1, J. Waties Waring Judicial Center of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on February 2, 2024, at 10:00 a.m. EST.

Where can I get more information? For more information, visit [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com) or call toll-free 1-855-714-4341. You may also send questions about this Notice through email to the Notice Administrator at [PFASSettlement@AngeionGroup.com](mailto:PFASSettlement@AngeionGroup.com) or about claims to the Claims Administrator at [info@PFASWaterSettlement.com](mailto:info@PFASWaterSettlement.com).

OJAI WATER SYSTEM  
FLOOD, MICHAEL

Website for filing Claim: [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com)  
Notice ID: FQJ-860464

REMINDER NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-02873  
This Document relates to: City of Camden, et al., v. 3M Company, No. 2:23-cv-03147-RMG

United States District Court, District of South Carolina, Charleston Division

A settlement has been reached with Defendants in a product liability class action lawsuit involving all Public Water Systems in the U.S. that draw or otherwise collect from any Water Source that, on or before June 22, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and All Active Public Water Systems in the U.S. that, as of June 22, 2023, do not draw or otherwise collect from any Water Source that was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level and (i) are required to test for certain PFAS under U.S. EPA's UCMR-5, or (ii) serve more than 3,300 people, according to U.S. EPA's SDWIS data system. "SDWIS" stands for the Safe Drinking Water Information System. All other capitalized terms have the same meaning as in the Settlement Agreement, available at [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com). Active Public Water System means a Public Water System whose activity-status is "Active" in SDWIS and is a system for the provision of water to the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals daily at least sixty (60) days out of the year. A "Public Water System" shall include any operator-controlled collection, treatment, storage, and distribution facilities and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. The term "Public Water System" refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS; or any Person that has legal authority or responsibility to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System; but does not refer to a Non-Transient Non-Community Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of the Settlement Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

What Does The Settlement Provide? The 3M has agreed to pay an amount not less than \$10,500,000,000 and not more than \$12,500,000,000, subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall 3M be required under the Settlement Agreement to pay any amounts above the Settlement Funds. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Funds.

How Do I Get A Payment From The Settlement? You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com), or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, LA 70821. The deadlines to submit a Claim Forms are available on the settlement website. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Released Claims, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

What Are My Rights? If you are a Class member and do nothing, you will be bound by the Settlement and will give up any right to sue 3M in a separate lawsuit related to the Claims in this

lawsuit. Class Members have the right to object to the Settlement and/or ask for permission to appear and speak at the Final Fairness Hearing, but only if you do so by NOVEMBER 11, 2023. Class Members also have the right to “opt out,” meaning to exclude themselves from the Settlement by DECEMBER 11, 2023. If you are a Class Member and do not exclude yourself, you will be bound by the Settlement and will give up any right to sue 3M in a separate lawsuit related to the Claims in this lawsuit.

The Court’s Hearing: The Court will hold a Final Fairness Hearing in Charleston Courtroom #1, J. Waties Waring Judicial Center of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on February 2, 2024, at 10:00 a.m. EST.

Where can I get more information? For more information, visit [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com) or call toll-free 1-855-714-4341. You may also send questions about this Notice through email to the Notice Administrator at [PFASSettlement@AngeionGroup.com](mailto:PFASSettlement@AngeionGroup.com) or about claims to the Claims Administrator at [info@PFASWaterSettlement.com](mailto:info@PFASWaterSettlement.com).

CASITAS MUNICIPAL WATER DIST  
FLOOD, MICHAEL

Website for filing Claim: [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com)  
Notice ID: WKX-317962

## REMINDER NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Product Liability Litigation, MDL No. 2:18-mn-02873  
This Document relates to: City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.,  
No. 2:23-cv-03230-RMG

United States District Court, District of South Carolina, Charleston Division

A settlement has been reached with Defendants in a product liability class action lawsuit involving all Public Water Systems in the U.S. that draw or otherwise collect from any water source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and all Public Water Systems in the U.S. that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in the U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule ("UCMR 5"), or (ii) are required under applicable state or federal law to test or otherwise analyze any of their water sources or the water they provide for PFAS before the deadline of sample collection under UCMR 5.

Public Water Systems means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals. A "Public Water System" shall include the owner and/or operator of that system and any public entity that is legally responsible for funding, other than a state or federal government, a Public Water System described in such Paragraph or has authority to bring a claim on behalf of such a Public Water System. This notice summarizes your legal rights. You should visit the settlement website to obtain more detailed information about the proposed settlement.

**What Does The Settlement Provide?** The Settling Defendants have agreed to pay \$1,185,000,000, subject to final approval of the settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall the Settling Defendants be required to pay any amounts under the Settlement Agreement above the Settlement Amount. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount.

**How Do I Get A Payment From The Settlement?** You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com), or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, LA 70821. The deadlines to submit a Claim Forms are available on the settlement website. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Released Claims, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

**What Are My Rights?** If you are a Class member and do nothing, you will be bound by the Settlement and will give up any right to sue The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. in a separate lawsuit related to the legal claims in this lawsuit. If you want to keep your right to separately sue The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. you must exclude yourself from the Settlement by DECEMBER 4, 2023. If you do not exclude yourself, you may object to the Settlement and/or ask for permission to appear and speak at the Fairness

Hearing but only if you do so by NOVEMBER 4, 2023. Complete information is available at [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com).

The Court's Hearing: The Court will hold the Final Fairness Hearing in Hon. Sol Blatt, Jr., Courtroom of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on December 14, 2023, at 10:00 a.m.

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OJAI WATER SYSTEM  
FLOOD, MICHAEL

Website for filing Claim: [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com)  
Notice ID: FQJ-860464

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