ORDINANCE NO. 58

ORDINANCE OF THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY ESTABLISHING CLASSES OF WATER SERVICE AND TERMS AND CONDITIONS OF WATER SERVICE WITHIN THE DISTRICT

WHEREAS, the Municipal Water District of Orange County (MWDOC or District) is a municipal water district organized pursuant to the Municipal Water District Act of 1911 (Water Code section 71000 et. seq.); and

WHEREAS, MWDOC is a Member Agency of the Metropolitan Water District of Southern California (Metropolitan) and the sole purveyor of imported water purchased from Metropolitan to retail water agencies and municipalities within MWDOC's service area; and

WHEREAS, MWDOC is authorized and directed by section 71616 of the Water Code of the State of California to establish water rates and charges for the sale of water which will result in revenues sufficient to meet the operating expenses of the District, provide for repairs and depreciation of works, provide a reasonable surplus for improvements, extensions and enlargements, and cover principal and interest payments and costs associated with the bonded debt; and

WHEREAS, Metropolitan has established classes of service for water service available to MWDOC consisting of Treated and Untreated Full Service, and rates, charges and conditions of service applicable to each class of water service as set forth in the Metropolitan Administrative Code; and

WHEREAS, MWDOC's 2001 Strategic Plan and the 2010 Update, and the 2023 Board of Directors (Board) Strategic Priorities emphasize MWDOC's role in pursuing a regional approach to providing a reliable water supply to the residents of MWDOC and Orange County; and

WHEREAS, the MWDOC Board views MWDOC's service area (and Orange County) as a single economic unit in which water supply reliability in one area of the County has an economic impact to the entire County; and

WHEREAS, beginning with the budget year commencing July 1, 2011, the MWDOC Board approved changing the format of the budget and how certain "Choice" services are to be funded by those MWDOC Member Agencies and others (such as the cities of Anaheim, Fullerton, and Santa Ana) electing to receive such services; and

WHEREAS, pursuant to section 71614 of the California Water Code MWDOC may establish different rates for different classes of customers, and such rates shall be uniform throughout MWDOC for like classes and conditions of service; and

WHEREAS, the MWDOC Board desires to establish classes of water service that will enable MWDOC to fix water rates and charges that will cover MWDOC's cost of water and other operating expenses including financial requirements; and

WHEREAS, the MWDOC Board desires to adopt terms and conditions for the provision of the various classes of water service and to establish water rates and charges for such classes of service to be imposed by resolution periodically; and

WHEREAS, MWDOC prepared a cost of service allocation and rate study for MWDOC's rates and charges in 2016 and 2021; and

WHEREAS, the 2021 Core Service Allocation Study affirmed MWDOC's Retail Meter Charge, and modified the Groundwater Customer Charge effective with the Fiscal Year 2021-22 rates and charges; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors subject to the provisions set forth herein that Ordinance No. 58 is adopted and enacted as follows:

SECTION 1. SCOPE:

1.1 This Ordinance establishes classes of water service, the terms and conditions for water delivery by MWDOC to Customers of the District, and "Choice" services as defined herein. This Ordinance shall apply to Customers of MWDOC after the effective date of the Ordinance.

1.2 General definitions are set forth in Section 2. Definitions concerning Rates are set forth in Section 3. Definitions for Charges are set forth in Section 4.

SECTION 2. DEFINITIONS:

2.1 Whenever used in this Ordinance, the following terms shall have the meaning indicated herein:

2.2 Board - shall mean the Board of Directors of MWDOC.

2.3 MWDOC - shall mean the Municipal Water District of Orange County.

2.4 MWDOC Member Agency - shall mean any city, county, water district, county water board, mutual water company, investor owned utility or other entity, including a joint powers agency, which receives water from MWDOC, directly or indirectly (excepting the cities of Anaheim, Fullerton, and Santa Ana), the corporate area of which, in whole or in part, is included in MWDOC.

2.4.1 Retail Water Meter - shall mean a water meter, or water measuring device, through which water, other than replenishment, construction, and recycled water, directly or indirectly supplied by MWDOC, is delivered to any consumer within the boundaries of each MWDOC Member Agency or customer. Retail Water Meters are considered to be "in service" if they were used at any time within the preceding calendar year. Meters on dedicated fire lines shall <u>not</u> be

considered as being "in service"; retail meters not being utilized due to temporary interruption as a result of a change in service or a past due account shall be considered as being "in service."

2.5 Customer - shall mean any MWDOC Member Agency or other purchaser of water or services from MWDOC and shall include the cities of Anaheim, Fullerton, and Santa Ana.

2.6 General Manager - shall mean the General Manager of MWDOC.

2.7 Groundwater Basin - shall mean any managed Groundwater Basin located entirely or partially within the boundaries of MWDOC.

2.8 State - shall mean the State of California.

2.9 Metropolitan - shall mean the Metropolitan Water District of Southern California.

2.10 Treated Water - shall mean water that is treated by filtration and disinfection at any Metropolitan water treatment facility.

2.11 Untreated Water - shall mean water that is not Treated Water.

2.12 Imported Water - shall mean water which is acquired by MWDOC from Metropolitan.

2.13 Surface Water - shall mean water which is open to the atmosphere and subject to surface runoff and not groundwater.

2.14 Domestic and Municipal Purposes - shall mean the use of water for all domestic, municipal, commercial, industrial, and recreational purposes commonly, but not exclusively, serviced by the water supply of a city, town, or other similar population group.

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2.16 Groundwater Replenishment - shall mean the act of spreading or injecting water or causing water to be spread or injected, and utilizing Imported Water in-lieu of producing groundwater for the purpose of replenishing Groundwater Basins, without regard to the subsequent use of such water.

2.16.1 Groundwater Replenishment by Spreading or Injecting - shall mean Groundwater Replenishment that results from the act of spreading or injecting water, and shall not include water used for Seawater Barrier Groundwater Replenishment.

2.16.2 Seawater Barrier Groundwater Replenishment - shall mean groundwater replenishment by injection of water for the principal purpose of maintaining

groundwater barriers designed and intended to avoid the contamination of groundwater storage basins by the intrusion of seawater.

2.16.3 In-lieu Groundwater Replenishment - shall mean maintenance or replenishment of water supplies in Groundwater Basins by reduction or elimination of extraction therefrom through the substitution of deliveries of water to Customers and their consumers from Imported Water distribution facilities in-lieu of such extraction.

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2.20 Full Service - shall mean service of water for domestic or municipal purposes, agricultural purposes and Groundwater Replenishment purposes that is not subject to reduction or interruption except by application of the preferential rights referred to in Section 135 of the Metropolitan Water District Act or by application of the then effective MWDOC Water Supply Allocation Plan (WSAP) or other shortage allocation plan as adopted by the Board.

2.21 Emergency Service - shall mean service of water when a determination has been made by the General Manager that serious hardship would result to a MWDOC Member Agency in the event of the MWDOC Member Agency's inability to sustain all or any part of a reduction or interruption in the delivery of water to the extent and for the time mandated by the Board pursuant to Section 6.3 and such inability results from a cause other than an unforeseeable catastrophic event or loss of water supplies from sources other than MWDOC, or due to circumstances determined by the General Manager to be exceptional. If the inability to sustain an interruption is determined by the General Manager to be due to a catastrophic event, loss of water source or exceptional circumstances, then the water service provided to avoid hardship shall be treated as Full Service.

2.22 Recycled Water, which is sometimes referred to as non-potable water – shall mean water that does not meet criteria established by the State Department of Health Services for domestic use, and shall mean wastewater which has been collected in a sanitary sewer system and treated within a water reclamation plant or is untreated low quality water extracted from Groundwater Basins, both types of water being suitable for selected non-potable uses.

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2.25 Summer Period - shall mean May 1 through September 30 of a calendar year.

2.26 Fiscal Year - shall mean the period which commences July 1 of each calendar year and ends June 30 of the following calendar year.

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2.28 New Allen-McColloch Pipeline (AMP) Connection - shall mean a service connection to the Allen-McColloch Pipeline requested by a MWDOC Member Agency which is not a party to the Agreement for Allocation of Proceeds of Sale of the Allen-McColloch Pipeline.

2.29 Metropolitan Readiness-to-Serve Charge or Metropolitan RTS Charge - shall mean the total monetary charge imposed by Metropolitan on MWDOC and collected either (1) by Metropolitan as a standby charge on property within MWDOC's service area boundaries or (2) directly from MWDOC.

2.30 Net Metropolitan Readiness-to-Serve Charge or Net Metropolitan RTS Charge or Net RTS Charge - shall mean that portion of the Metropolitan Readiness-to-Serve Charge which is not collected as a standby charge on property within MWDOC's boundaries, which is billed by Metropolitan directly to MWDOC, and which, if no standby charge is levied, shall constitute the entire Metropolitan RTS Charge.

2.31 MWDOC Member Agency Readiness-to-Serve Charge or MWDOC Member Agency RTS Charge - shall mean the apportionment of the Net Metropolitan RTS Charge to the MWDOC Member Agencies based upon the rolling average water sales, as may be established from time to time by the MWDOC Board.

2.32 MWDOC Capacity Charge or Capacity Charge - shall mean the allocation of Metropolitan's Capacity Charge to MWDOC's member agencies based on each member agency's highest peak of daily flow for the delivery of full service Metropolitan water between May 1 and September 30 in the three preceding calendar years.

2.33 Treatment Peaking Capacity Charge - shall mean the apportionment of Metropolitan's Peaking Capacity Charge to MWDOC's member agencies as further described in the Water Rate Resolution adopted pursuant to this Ordinance.

2.34 Treatment Used Standby Capacity Charge - shall mean the apportionment of Metropolitan's Used Standby Capacity Charge to MWDOC's member agencies as further described in the Water Rate Resolution adopted pursuant to this Ordinance.

2.35 Treatment Remaining Standby Capacity Charge - shall mean the apportionment of Metropolitan's Remaining Standby Capacity Charge to MWDOC's member agencies as further described in the Water Rate Resolution adopted pursuant to this Ordinance.

2.36 Treatment Surcharge - shall mean the apportionment of Metropolitan's treatment surcharge to MWDOC's member agencies as further described in the Water Rate Resolution adopted pursuant to this Ordinance.

2.37 MWDOC Water Supply Allocation Plan (WSAP) - shall mean a plan established by the Board to allocate water among the MWDOC Member Agencies during times of water shortage.

2.38 "Choice" services (as distinguished from "Core" services imposed on all Member Agencies) - shall mean those services made available by MWDOC to its Customers on an elective basis. Each Customer will make a decision whether and to what extent it will engage the services and participate in the activities (depending on the nature of the services and the manner in which they are charged).

2.39 Water Rate Resolution - shall mean a Resolution adopted by MWDOC periodically at the discretion of the Board that establishes MWDOC's water rates and other charges.

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2.41 MWDOC's Retail Meter Charge - shall have the meaning set forth in Section 3(b) of this Ordinance No. 58.

2.42 AMP Surcharge - shall have the meaning set forth in Section 3(d) of this Ordinance No. 58.

2.43 AMP Connection Charge - shall have the meaning set forth in Section 4.7(a) of this Ordinance No. 58.

2.44 Groundwater Customer Charge - shall have the meaning set forth in Section 3(c) of this Ordinance No. 58.

SECTION 3. MWDOC'S WATER RATE:

The water rate shall be established in an amount that, in combination with revenues from other charges collected by MWDOC, will result in revenues sufficient for the purposes set forth in section 71616 of the California Water Code. The water rate shall include components for:

a. The cost of acquiring water or exchanging or transferring service (i.e., for water acquired from Metropolitan, the cost of acquisition would include, a per acre foot rate based on Metropolitan's Supply Rate, plus Metropolitan's System Access Rate, System Power Rate and, for Treated Water deliveries, Metropolitan's Treatment Surcharge); including other rates, charges, fees, penalties and other applicable charges to MWDOC.

b. Retail Meter Charge - An annual basic charge for each Retail Water Meter served by a MWDOC Member Agency which is "in service" as of January 1

of each year (hereinafter referred to as MWDOC's Retail Meter Charge"). MWDOC's Retail Meter Charge shall be set to generate revenue that, in combination with revenues derived from MWDOC's Groundwater Customer Charge, shall cover MWDOC's operating expenses and financial requirements, including reserves.

c. Groundwater Customer Charge - An annual charge to Orange County Water District for Core services provided by MWDOC.

d. AMP Surcharge - A per acre-foot surcharge on water delivered through the Allen-McColloch Pipeline to cover repair, maintenance, and operation costs for the Allen-McColloch Pipeline to the extent such costs are not fully assumed and paid by Metropolitan, pursuant to the Agreement for Sale and Purchase of the Allen-McColloch Pipeline.

The Board shall establish the foregoing rates and charges by resolution and shall adjust the rates and charges by resolution periodically as determined appropriate by the Board in its discretion. Written notice of the proposed establishment or amendment of rates and charges and the amounts and details thereof shall be given to all member agencies not less than ten days prior to the meeting at which such resolution will be considered.

SECTION 4. OTHER CHARGES:

In addition to the water rates and charges provided in Section 3, each MWDOC Member Agency shall be assessed charges as follows:

4.1 MWDOC Readiness-to-Serve Charge - an annual charge which shall be assessed to each MWDOC Member Agency and calculated as described in the Water Rate Resolution adopted pursuant to this Ordinance.

4.2 MWDOC Capacity Charge - The MWDOC Capacity Charge is assessed to each MWDOC Member Agency on the basis of recent historic peak day capacity usage (including capacity usage for Full Service as a fixed charge on each Member Agency calculated on such past peak day usage, as described in the Water Rate Resolution adopted pursuant to this Ordinance).

4.3 Treatment Peaking Capacity Charge – The Treatment Peaking Capacity Charge is assessed to each MWDOC Member Agency as described in the Water Rate Resolution adopted pursuant to this Ordinance.

4.4 Treatment Used Standby Capacity Charge – The Treatment Used Standby Capacity Charge is assessed to each MWDOC Member Agency as described in the Water Rate Resolution adopted pursuant to this Ordinance.

4.5 Treatment Remaining Standby Capacity Charge – The Treatment Remaining Standby Capacity Charge is assessed to each MWDOC Member Agency as described in the Water Rate Resolution adopted pursuant to this Ordinance.

4.6 The MWDOC Readiness-to-Serve Charge, MWDOC Capacity Charge, MWDOC Treatment Peaking Capacity Charge, MWDOC Treatment Used Standby Capacity Charge, and MWDOC Treatment Remaining Standby Capacity Charge, shall be set by the Board by resolution and shall be established at a level which, in the judgment of the Board, will yield revenues sufficient to cover the charges imposed by Metropolitan upon MWDOC under Metropolitan's rates and charges for water service, provided that MWDOC's charges may provide for collection in advance of expected invoice by Metropolitan and provide for a reasonable excess to cover variations in the amount of Metropolitan's charges that cannot be calculated in advance.

4.7 AMP Connection Charge

a. As a condition to the approval for any request for a New AMP Connection, the agency requesting the New AMP Connection shall pay, in addition to the cost of constructing the service connection and all costs and fees imposed by Metropolitan, a connection charge (AMP Connection Charge). The AMP Connection Charge shall be calculated upon the maximum potential flow through the requested service connection, multiplied by the average unreimbursed 1993 replacement cost, less depreciation of a cubic foot per second (cfs) of capacity at all points along the Allen-McColloch Pipeline, calculated to be $109,700 per cfs, and that price shall be escalated from 1993 to the year in which the readjustment is made at the annual interest rate of 4.0% and payment shall be made in cash at the time of the readjustment.

b. The proceeds of AMP Connection Charges collected by MWDOC shall be used to reimburse those MWDOC Member Agencies and those agencies outside MWDOC's service area which acquired leasehold interests in the Allen-McColloch Pipeline, prior to the sale of the Allen-McColloch Pipeline to Metropolitan, for a portion of their acquisition costs, which were not recovered through the sale of the Allen-McColloch Pipeline to Metropolitan, in proportion to their cfs ownership in the Allen-McColloch Pipeline system.

c. The AMP Connection Charge shall terminate and shall not be applied to any New AMP Connections requested after Metropolitan completes a project which augments the capacity of the Allen-McColloch Pipeline in any amount. Notwithstanding the foregoing, an agency that has requested and obtained a new connection to the Allen-McColloch Pipeline shall not be entitled to reimbursement of all or any portion of the AMP Connection Charges already paid, by reason of Metropolitan's subsequent augmentation of the Allen-McColloch Pipeline.

d. The payment of the AMP Connection Charge shall not entitle the agency requesting the New AMP Connection to any rights or benefits under the Agreement for Allocation of Proceeds of Sale of the Allen-

McColloch Pipeline, nor to any portion of the payments to be made by Metropolitan in consideration of the sale of the Allen-McColloch Pipeline, nor to any interest in the Allen-McColloch Pipeline facilities.

4.8 Charges for Choice Services - The categories, budget levels, and methodology for allocating the costs to MWDOC's Customers for Choice services shall be set each year by the Board in its adoption of the Water Rate Resolution.

SECTION 5. CLASSES OF SERVICE:

The rates per acre-foot for water sold and delivered for each class of service on order of any MWDOC Member Agency for use therein shall be as established from time to time by resolution of the Board. The classes of service for water are as follows:

5.1 Full Service (for Domestic and Municipal Purposes, agricultural service, and for Groundwater Replenishment).

5.2 Emergency Service. Service of water when a determination has been made by the General Manager that serious hardship would result to a MWDOC Member Agency in the event of the MWDOC Member Agency's inability to sustain all or any part of a reduction or interruption in the delivery of water to the extent and for the time mandated by the Board pursuant to Section 6.3 and such inability results from a cause other than an unforeseeable catastrophic event or loss of water supplies from sources other than MWDOC, or due to circumstances determined by the General Manager to be exceptional.

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5.6 Exchange or Transfer Water. Unless otherwise specified by written agreement with MWDOC, MWDOC shall charge the MWDOC Member Agencies for water exchanged or transferred in accordance with the Water Rate Resolution.

5.7 Deliveries to Which Rates are Not Applicable. The rates for the various classes of service of water established by this Section 5 shall not apply to water sold and delivered by MWDOC to any purchaser other than a MWDOC Member Agency; and said rates shall not apply to water sold and delivered by MWDOC for any use outside MWDOC, or to water sold and delivered by MWDOC for any use within MWDOC in substitution for water used outside MWDOC, regardless of whether or not such water will be purchased by, or delivered pursuant to the order of, any MWDOC Member Agency; but such water shall be sold and delivered pursuant to such contract and upon such

terms and conditions as the Board shall authorize and determine for each such transaction.

5.8 Rates Subject to Applicable Law. All sales and deliveries of water in classes established by Section 5 shall be subject to all applicable statutes and administrative regulations, including the Metropolitan Administrative Code, as they may be amended from time to time, and to any current MWDOC policies.

SECTION 6. ESTIMATES OF WATER REQUIREMENTS, SCHEDULES OF DELIVERIES AND CERTIFICATION:

6.1 General. Each year, or at such time as the General Manager may specify, each MWDOC Member Agency shall furnish MWDOC, in a form provided by MWDOC, a five-year estimate of the amounts of water to be furnished to such MWDOC Member Agency by MWDOC, and an estimate of the quantity of water anticipated to be obtained from local sources to meet the MWDOC Member Agency needs. The estimate shall constitute the MWDOC Member Agency's request for deliveries for the first of the five years covered therein.

6.2 Contents of Estimates and Certification. Each estimate furnished by a Member Agency pursuant to Section 6.1 shall contain, at a minimum, for each service connection and for each month of the Fiscal Year beginning with the succeeding July 1, and for the entire MWDOC Member Agency for each month of the succeeding four Fiscal Years, the following information:

a. The quantity of Treated and Untreated Water to be delivered by MWDOC to the MWDOC Member Agency in Full Service.

6.3 Obligations in Event of Shortage. The Board may provide for a method of allocation of available supplies as the Board may determine necessary, through adoption of a Water Supply Allocation Plan for all classes of service. MWDOC shall provide any notice required by law for implementation of a reduction or interruption of any class or classes of service; however, no additional or special notice shall be required for any particular class of service as a condition of implementing a reduction or interruption of service.

SECTION 7. BILLING AND PAYMENT, CERTIFICATIONS AND REPORTING OF WATER SALES AND TRANSFERS

7.1 Billing Schedule. The MWDOC Member Agencies shall be billed for water delivered and for other charges as provided by resolution of the Board.

7.2 Delinquent Payment. In the event any MWDOC Member Agency that receives deliveries of water from MWDOC is delinquent in payment of bills for water rates and charges, an additional charge equal to 2% of such delinquent amount shall be assessed to the MWDOC Member Agency for each month or fraction thereof in which the delinquent amount is not paid. Notwithstanding the above, if the total period of delinquency does not exceed five business

days, the additional charge shall be equal to 1% of such delinquent payment. Invoices for delinquencies, including additional charges, shall be mailed within five days of delinquency.

Additional charges provided herein for delinquent payments may be waived by the Board upon written request by the MWDOC Member Agency upon a finding that the delinquency was caused by excusable neglect or circumstances beyond the control of the MWDOC Member Agency, provided that the delinquent Member Agency reimburses MWDOC for all costs and penalties actually incurred by MWDOC as a result of the delinquent payment. In the event that any MWDOC Member Agency which receives deliveries of water from MWDOC shall be delinquent for more than 30 days in the payment of billings for MWDOC's charges, the Board, in its discretion and upon other conditions as it may prescribe, after giving the MWDOC Member Agency a 20-day notice in writing of such delinquency and of the right to request a hearing on the matter, and after such hearing, if requested, may order the termination of water service to such agency until all delinquent payments, including additional charges, are made to MWDOC, and may authorize such other action as may be appropriate.

7.3 Certification of Retail Meters. On or before the first day of February of each year, each of MWDOC's Member Agencies shall certify the number of retail water service meters that were "in service" (see 2.4.1) within the territory of each agency that is within MWDOC as of January 1 of that year on a form provided by MWDOC. The number of meters specified thereon shall be subject to MWDOC confirmation and shall be used to calculate billings for MWDOC's Retail Meter Charge.

7.4 Disputed Bills. If a MWDOC Member Agency disputes the amount of any billing, the MWDOC Member Agency shall pay the disputed bill. Corrections to the billing, if deemed necessary, shall be made on the succeeding month's water bill without interest.

7.5 Year-End Reconciliation. Billing for all water delivered by MWDOC to a MWDOC Member Agency that requires annual reconciliation (unless otherwise specified by agreement) shall be subject to a reconciliation after the close of each Fiscal Year to determine what quantity of water qualifies for the incentive or penalty. Adjustments will be made to previous billings based on the reconciliation, and the MWDOC Member Agency will be billed or credited for the difference.

7.6 Certifications. In the event water is delivered to a MWDOC Member Agency under a classification of delivery of water that requires certification, the MWDOC Member Agency must submit the required certifications, in a format provided by MWDOC, documenting the quantity of water used for such purposes.

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7.8 Reporting of Water Transfers or Exchanges. Transfers or exchanges of Imported Water between MWDOC Member Agencies affecting the calculation of the Metropolitan RTS Charge or other charges imposed by Metropolitan or MWDOC must be reported by the MWDOC Member Agency to MWDOC within 60 days following the month of delivery, in order to qualify for an adjustment of the Metropolitan RTS Charge or other charges.

SECTION 8. WATER EXCHANGES AND TRANSFERS:

8.1 Water Exchanges and Transfers that will result in water being delivered into MWDOC's service area and that are entered into between two or more MWDOC Member Agencies or entities within the District, or between a MWDOC Member Agency and an entity outside the District, will be subject to MWDOC's consent.

SECTION 9. SUPERSEDES PRIOR ACTIONS

9.1 All ordinances, resolutions or administrative actions by the Board, or parts thereof that are inconsistent with any provision of this Ordinance are hereby superseded only to the extent of such inconsistency.

SECTION 10. SEVERABILITY:

10.1 If any provision of this Ordinance is for any reason held to be unlawful by a court of competent jurisdiction, such decision shall not affect the remaining portions of the Ordinance. The Board of Directors hereby declares that it would have passed each and every section and each and every phrase thereof, irrespective of the fact that one or more provisions be declared invalid.

SECTION 11. EFFECTIVE DATE:

11.1 This Ordinance shall be effective July 1, 2026.

PASSED AND ADOPTED by the Board of Directors of Municipal Water District of Orange County at its regular meeting held on April 15, 2026, by the following roll call vote:

AYES: Directors Nederhood, Dick, McVicker, Seckel, Crane, Thomas and Yoo Schneider
NOES: None
ABSTAIN: None
ABSENT: None

Angela Crespi
District Secretary
Municipal Water District of Orange County