

Item# 10

# Farmers Market Variance



## REQUEST FOR FACILITY RATE VARIANCE

The District is prohibited by Article XVI, Section 6, of the California Constitution from –making any gift, or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever...” As a result, any reduction in the District’s standard facility usage rates that may be for such cost variance should be tied to a valid public purpose that benefits the District. Specifically, eligibility for a facility rate variance is limited to only those applicants that are engaging in uses related to the particular public duties and functions that the District is empowered to perform within its jurisdictional boundaries pursuant to Government Code Section 6100 et seq. as expressly authorized by the San Bernardino County Local Agency Formation Commission. Therefore, please describe in the “Explanation” section below the following: (1) the nexus between the cost reduction requested from the District and the corresponding benefit that would be received by the Public and (2) how such benefit falls within the scope of the District’s authorized public purpose – i.e., Street lighting, park and recreation, solid waste and recycling, and wastewater. Please feel free to attach and supporting material’s that you believe would be relevant. Though not required, you may want to attend the Board meeting to answer questions.

ORGANIZATION: Wrightwood Certified Farmers Market  
CONTACT: Ron Frank  
ADDRESS: PO Box 2917  
CONTACT PHONE NUMBER: 661-330-9009  
CONTACT EMAIL: Wrightwoodcfm@gmail.com

### VARIANCE REQUEST

AMOUNT TO BE CONSIDERED: Parking Lot fees *I would still pay full Building Rental Fees*  
DATE/DATES TO BE CONSIDERED: 12/2, 12/9, 12/16, 1/6, 1/13, 1/20, 1/27, 2/3, 2/10, 2/17, 2/24

### EXPLANATION:

Winter markets don't pay for themselves.  
I pay w/ summer market fees + keep open at my cost for community + vendors +  
I could close + lose vendors + farmers + restart Spring!  
I fear losing market viability if I do.  
Plan - Asking to use area in front of Building + Along wall towards park for 3-5 vendors Fish + Food-Dinner vendors.  
The rest of parking lot would be unused + for parking as normal. would not block off parking at any time.

Plan to be outside again in March if weather permits.

Building use time 3pm to 7pm

Item# 11

# Snowline Players Variance Request



## REQUEST FOR FACILITY RATE VARIANCE

The District is prohibited by Article XVI, Section 6, of the California Constitution from making any gift, or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever..." As a result, any reduction in the District's standard facility usage rates that may be granted must not constitute an unconditional gift of public funds. At a minimum, this means that any request for such cost variance should be tied to a valid public purpose that benefits the District. Specifically, eligibility for a facility rate variance is limited to only those applicants that are engaging in uses related to the particular public duties and functions that the District is empowered to perform within its jurisdictional boundaries pursuant to Government Code Section 61000 et seq. as expressly authorized by the San Bernardino County Local Agency Formation Commission. Therefore, please describe in the "Explanation" section below the following: (1) the nexus between the cost reduction requested from the District and the corresponding benefit that would be received by the Public and (2) how such benefit falls within the scope of the District's authorized public purpose – i.e., Street lighting, park and recreation, solid waste and recycling, and wastewater. Please feel free to attach and supporting material's that you believe would be relevant.

Though not required, you may want to attend the Board meeting to answer questions.

ORGANIZATION: The Snowline Players

CONTACT: Cheryl Buckle

ADDRESS: PO Box 3052 Wrightwood, 92397 or PO Box 720731 Pinon Hills, 92372

CONTACT PHONE NUMBER: 626-201-3958

CONTACT EMAIL: snowlineplayers@gmail.com

DATE VARIANCE REQUESTED: 9/27/2022

### VARIANCE REQUEST

AMOUNT TO BE CONSIDERED: Free of charge as per your previous voted agreement.

DATE/DATES TO BE CONSIDERED: 12/10/2022 and dates in 2023 to be agreed upon later

EXPLANATION: Pre Covid, the board voted that our non profit group, the Snowline Players, who have entertained and given our local communities performance and education opportunities in the theatre arts, since the 1960s, could use the Wrightwood Community Building, free of charge, in place of our long term agreement of \$100 per show. Covid then shut us down in early 2020 and we haven't been able to produce a live show until now. Our goal is to try to bring back our various shows and opportunities to our communities. But to afford that, we would need our previous agreement of free usage of the Wrightwood Community Building.

Thank you for your time and consideration,

Cheryl Buckle

**WRIGHTWOOD COMMUNITY SERVICES DISTRICT**

PO Box 218, Wrightwood, CA 92397

760-249-3205

*Send variance*

- Wrightwood Community Building, 1275 State Hwy. 2, Wrightwood, CA 92397
- Old Firehouse / Museum, 6000 Cedar Street, Wrightwood, CA 92397
- Parks / Parking Lots, 1275 State Hwy. 2, Wrightwood, CA 92397

**APPLICANT INFORMATION**

Name: <i>Cheryl Buckle</i>	Phone: <i>626-201-3958</i>
Mailing Address: <i>PO Box 720731</i>	City: <i>Pinon Hills</i> Zip: <i>92372</i>
Organization Name: <i>Snowline Players</i>	Email: <i>snowlineplayers@gmail.com</i>

**DATE AND TIME REQUESTED (Must include set-up and cleanup time)**

Month: <i>Dec</i>	Day: <i>10<sup>th</sup></i>	Year: <i>2022</i>	Start Time: <i>1:00 PM</i>	End Time: <i>11:00 PM</i>
Recurring Dates:				

**EVENT DETAILS**

Type of Event: <i>Christmas Show</i>	
Estimated Attendance: <i>?</i>	Will food be served? <input checked="" type="radio"/> Yes <input type="radio"/> No
Will alcohol be served? <input type="radio"/> Yes <input checked="" type="radio"/> No	Will alcohol be sold? <input type="radio"/> Yes <input checked="" type="radio"/> No
Permit #:	

**DECORATIONS (Nothing can be used that will leave marks, residue, or holes)**

Type of decorations to be used: *Christmas*

**KITCHEN REQUEST      P.A. SYSTEM REQUEST      STORAGE (If Available)**

Will you be using the kitchen? Storage <input checked="" type="radio"/> Full Use <input type="radio"/> No	Will you be using the P.A. System? <input checked="" type="radio"/> Yes <input type="radio"/> No	Do you require storage? Yes <input type="radio"/> No <input checked="" type="radio"/>
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I have read and understand the Renter's Responsibility & Acknowledgement on the page 1 of the application.

*Cheryl Buckle*  
Signature

*9-14-22*  
Date

**For Office Use Only**

Received by:	Date Received:
<input type="checkbox"/> Insurance Policy Received <input type="checkbox"/> Already On File	Deposit Paid: \$      Check #:
Date Insurance Expires:	
<input type="checkbox"/> Alcohol Policy Received <input type="checkbox"/> Not Required	# of Hours:      x \$      \$
<input type="checkbox"/> Event added to Calendar	Kitchen Fee: \$
<input type="checkbox"/> Calendar given to Parks staff	Total Fees Due: \$

**Please read each item and initial next to it showing that you understand.**

If you do not understand, please talk to staff or the General Manager

Refusal to initial will result in your application not being approved

**RESERVATIONS:** Telephone inquiries are not binding and do not constitute a reservation. A Reservation for the event will be booked only when all fees have been paid in full and all other required documents (Rental Application, Security Deposit, Clearing Deposit, and evidence of Liability Insurance) are received by Wrightwood CSD.

**TIME RESERVED TO COVER ENTIRE USE:** The hours shown on the application will cover the entire time required for the renter to set-up, decorate, conduct the event, and clean up the facility after use. The facility must be vacated promptly at the conclusion of the time specified on the agreement. Occupancy beyond the time specified will result in overtime charges at one and one-half of the staff's hourly rate plus the hourly rental rate of the facility.

**CANCELLATION POLICY:** Renter must submit written notice of cancellation at least ten (10) days prior to any dates covered by the rental agreement. Fees for uses cancelled thirty (30) or more days in advance will be refunded in full; 10-29 days, refunded less 30%; less than 10 days there will be no refund. No shows will be charged the full rental amount with no refunds. (Parking lot of facility use may be cancelled the same day due to heavy weather (i.e.: snow, rain).

**INSURANCE REQUIREMENTS:** The applicant shall provide and maintain General Liability Insurance and the coverage shall be in the amount of one (1) million dollars for bodily injury, personal injury, and property damage. The Wrightwood CSD must be named as the additional insured. If alcoholic beverages are served, Liquor Liability Insurance in the amount of one (1) million dollars for bodily injury and property damage will be required in addition to the General Liability Policy. General Liability and Liquor Liability Insurance shall be endorsed naming Wrightwood CSD; its officers, agents, employees and volunteers as additional insured. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled, or changed except after thirty (30) days written notice has been given to the Wrightwood CSD. Use of the facility will be denied if satisfactory proof of the required insurance is not received in a timely manner (at least 2 weeks) prior to the event.

**DECORATIONS:** Any decorating, covering or changes to the facilities must be discussed at the time of the rental application and put in writing as part of the rental application. The use of the following decorating materials and equipment are prohibited: cellophane, duct or adhesive tape, nails, staples, screws, loose glitter, birdseed, sand, confetti, bubbles, bubble machines and fog machines. Use of these items will result in the loss of the security deposit. Masking tape, if used, must be removed following the event. No materials may be attached to ceiling tiles or ceiling grids. The relocation of Community Building furnishings and equipment, other than tables and chairs provided for the rental is not permitted. **Bounce houses are not permitted under any circumstances.**

**CLEANING:** Clean up of the facility is the applicant's responsibility. The applicant shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. The facility and all outside areas, including restrooms and kitchen shall be left in the same condition as they were prior to the event. Failure to do so may result in the forfeiture of the cleaning deposit.

**MINOR CHILDREN:** For safety reasons, no children under 18 years of age will be allowed in the kitchen area without adult supervision. For children's events, the Wrightwood CSD requires an adult to child ratio of 1:6.

**KEY AND ALARM CODE:** If renter is provided with a key and/or alarm code, renter must not share the keys or codes. Renter is responsible for locking up and setting alarm (if needed). No Subletting allowed.

**WRIGHTWOOD CSD:** The CSD reserves the right to cancel any rental or use of the Community facilities without notice wherein previous incidents have resulted in damage, or misuse of the facilities or equipment including the outside grounds and park areas.

**SPECIAL EVENTS:** Any event that requires additional Wrightwood CSD staff time, additional facilities or county permits and compliance with county event requirements (i.e. ratio of portable restrooms to persons) may incur additional costs.

**RELEASE AND HOLD HARMLESS AGREEMENT  
FOR THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT**

The undersigned, Cheryl Buckle on behalf of himself/herself/itself and his/her/its heirs, executors, administrators, officers, directors, employees, volunteers, agents, representatives, successors, and assigns ("Releasors"), does hereby release, acquit, and forever discharge the WRIGHTWOOD COMMUNITY SERVICES DISTRICT ("District") and its agents, representatives, employees, directors, successors, administrators, and all other persons, firms, corporations, associations, or partnerships ("Releasees"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the Undersigned and the Releasors now have or which may hereafter accrue on account of or in any way growing out of any and all known, foreseen and unforeseen, bodily and personal injuries, property damages, and all monetary losses, and the consequences thereof, resulting or to result from the accident, casualty, or event which relates in any manner, directly or indirectly, to the occupation, possession, enjoyment, and/or use of Wrightwood Com. Bldg ("the Premises") for the period beginning on Dec. 10<sup>th</sup> and ending on Dec. 10<sup>th</sup> for the purpose of Christmas Show ("the Event").

The use of the Premises by the Undersigned shall be strictly limited to conducting activities directly related to the Event, in a reasonable and lawful manner that is not otherwise inconsistent with any and all requirements of the District, as such may be imposed and enforced by the District in any fashion deemed necessary by the District in the exercise of its sole discretion. The Undersigned shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in the enjoyment, use, and occupancy of the Premises.

It is expressly understood by the Undersigned that the physical condition of the Premises is such that the use thereof is furnished by the District for the Event on an as-is basis without representation or warranty. The District makes no express or implied representations or warranties concerning the Premises or its fitness for any particular purpose. The Undersigned shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the Event. The District shall not be held liable to the Undersigned or any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Premises or any use or failure thereof. The District shall not be held liable or responsible for any debts, claims, or damages from any cause arising out of or any way related to the Undersigned's use or occupancy of the Premises. Immediately upon conclusion of the Event the Undersigned shall restore the Premises to the condition existing prior to the Event.

The Undersigned hereby expressly waives and release the District and the Releasees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code Section 1542, which provides as follows;

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affect his or her settlement with the debtor or releasing party"

The Undersigned expressly waives and relinquishes all rights and benefits afforded to the Undersigned thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced above. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen or unforeseen. The Undersigned understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses or liability that may result from the claims identified above.

Excepting the sole or active negligence or willful misconduct of the District, the Undersigned agrees to indemnify and hold the District and the Releasees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Undersigned and/or its guests, invitees, trespassers, contractors, consultants, and employees in connection with the Event or their use and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the District reserves the right to demand at any time prior to the Event that the Undersigned pay any and all fees imposed by the District for the use of the Premises and that the Undersigned procure and maintain bonds from an acceptable surety, cash deposits, policies of insurance, and/or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this 14 day of Sept., 20 22

Cheryl Buckle  
Signature

9-14-22  
Date

Item# 12

CR&R Mandatory  
Commercial Recycling  
Implementation





ORDINANCE NO. 2019-02  
 AN ORDINANCE OF THE  
 WRIGHTWOOD COMMUNITY SERVICES DISTRICT  
 ESTABLISHING A COMMERCIAL RECYCLING PROGRAM

WHEREAS, Condition No. 6 of Resolution No. 3245 of the Local Agency Formation Commission of the County of San Bernardino County ("LAFCO") authorizes the Wrightwood Community Services District ("District") to collect, transfer, and dispose of solid waste and to provide solid waste handling services, including but not limited to source reduction, recycling, composting activities, pursuant to Division 30 (commencing with Section 40000), and consistent with Section 41821.2 of the Public Resources Code within the boundaries of the ; and

WHEREAS, the District's Board of Directors ("Board") is required to comply with state recycling law, the California Integrated Waste Management Act of 1989 (also known as AB 939 and found at Public Resources Code Section 40000 et seq.), including the requirement that each city and county in California divert 50 percent, or the maximum amount feasible, of recyclable materials from landfills.

WHEREAS, such wastes are creating conditions which threaten the public health, safety, and well-being by potentially contributing to air, water, land pollution, and the general deterioration of the environment;

NOW THEREFORE BE IT ORDAINED by the Board of Directors of the Wrightwood Community Services District as follows:

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## SECTION 2. PURPOSE, INTENT AND FINDINGS

2.01 The District is a public agency created under the Community Services District Law, California Government Code Section 61000 et seq. California Government Code, Sections 25827 and 25828 authorize the comprehensive collection of solid waste in unincorporated areas and require payment therefore by those persons and properties benefited thereby, to, among other purposes, promote recycling and diversion of solid waste from landfill by requiring businesses, non-residential properties, and commercial buildings to source separate recyclable materials from all other solid waste for recycling and diversion from landfill and provide for the collection of recyclable materials.

2.02 Comply with state recycling law, the California Integrated Waste Management Act of 1989 (also known as AB 939 and found at Public Resources Code Section 40000 et seq.), including the requirement that each city and county in California divert 50 percent, or the maximum amount feasible, of recyclable materials from landfills.

2.03 Establish requirements for recycling of recyclable materials generated by commercial facilities, properties and special events, in order to increase the diversion of recyclable and compostable materials from landfill disposal, thus reducing greenhouse emissions, minimizing waste and helping to ensure the maintenance, restoration, enhancement, and protection of the environment, including natural resources.

2.04 Provide an enforcement mechanism to ensure that business, commercial, non-residential properties, and multifamily dwellings provide for the proper collection of recyclable materials and provide protections against illegal scavenging of materials.

2.05 Provide an exemption for generators who self-haul, donate or sell their recyclables, as well as provide an exemption process for those businesses that have major site constraints or generate a minimum level of material.

2.06 The District continues to make progress in maintaining the disposal reduction requirements of the state recycling law, but additional efforts, particularly in the recycling of plastic, paper, cardboard, glass, and other recyclable materials generated by businesses, will assist the District in maintaining and exceeding the goal of diverting waste from landfill disposal.

2.07 Efforts by the District and the private sector to encourage voluntary diversion of commercial and special event recyclable materials have not achieved desired levels of diversion. Additional efforts are necessary to ensure continued compliance with the requirements of the state recycling law and to ensure maximum recovery of valuable resources.

2.08 In adopting this Ordinance, the District agrees to be subject to the terms of this Ordinance for all of the District's non-residential facilities and properties, including parks and District buildings, as well as District sponsored or partnered special events.

2.09 This Ordinance requires diversion of District identified recyclable materials by businesses, commercial facilities, commercial properties, and multi-family dwelling units.

## SECTION 3. DEFINITIONS

3.01 Business - means any commercial entity, public entity, or other entity as determined by the hauler, that generates commercial solid waste including, but not limited to: a firm, partnership, proprietorship, joint-stock company, corporation or association that is organized as a for-profit or nonprofit entity, strip mall, (e.g. property complex containing two or more commercial entities), industrial facility, school, school district, special district or a federal, state, local, regional agency or facility. For the purposes of this Ordinance, "business" also includes

multifamily residential dwellings.

3.02 Collect or Collection - means to take physical possession of and remove Recyclable Materials at the place of generation.

3.03 Commercial Solid Waste - means all putrescible and non-putrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Solid waste does not include hazardous waste. Solid waste does include recyclable material. Solid waste includes dirt, soil, rock, decomposed rock, gravel, sand, or other aggregate material.

3.04 Compost - is defined in state law (Public Resources Code Section 40116) as the product resulting from the controlled biological decomposition of organic wastes that are Source Separated from the municipal waste stream, or which are separated at a centralized facility.

3.05 Compostable Material - means green waste and other material that can be broken down into, or otherwise become part of, usable Compost in a safe and timely manner, such as for use as soil-conditioning material. Compostable Material also includes waste such as food scraps, soiled paper and plant trimmings. Compostable Material (California Public Resources Code Section 40116) includes vegetable, yard and wood wastes which are not hazardous waste.

3.06 Contamination - means placement of, with the intent to discard, inappropriate Solid Waste materials in a container designated for Recyclable Materials or Compostable Materials.

3.07 Customer - means a Generator that arranges or subscribes for Solid Waste removal services and/or Recycling services with a Franchised Hauler. In the event Businesses share Solid Waste or Recycling containers and/or service, Customer refers only to the entity that arranges for the service.

3.08 Detachable Bin - means a container provided by the hauler and designed for mechanical emptying and provided by the District or contractor where applicable for the accumulation and storage of recyclable materials.

3.09 Disposal - means the final disposition of Solid Waste at a permitted solid waste disposal facility, as defined in California Public Resources Code Section 40192.

3.10 Diversion or Divert - means the reduction or elimination of Solid Waste from solid waste disposal in accordance with California Public Resources Code Section 41024.

3.11 Force Majeure - means the inability of a party to provide the services or perform the obligations required under this Agreement due to causes beyond their reasonable control including, but not limited to, compliance with any Government law or regulation, acts of God, fires, strikes, lockouts, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties, provided that the party has prudently and promptly acted to take any and all steps that are within the part's control to ensure performance. Excessive levels of Contamination (greater than 20% Solid Waste) shall not be considered grounds for Force Majeure.

3.12 Franchised Hauler - means a Hauler holding a franchise, contract, license or permit issued by the District and provides Solid Waste handling services as authorized under Exclusive Franchise Agreement between the District and CR&R entered into on July 1, 2017.

3.13 General Manager - means the General Manager of the District, including his or her designee.

3.14 Generator - means an owner of a Commercial Facility(ies) or Business, as defined in this section, which generates Solid Waste including Recyclable Materials or Compostable Materials. Generator includes tenants, property managers for facilities with leased space, employees and contractors of a Generator, if applicable.

3.15 Hauler/Contractor - means any person or commercial entity which lawfully collects, hauls or transports Solid

Waste by use of any means including, but not limited to, a dumpster truck, roll-off truck, side-load, front-load, rear-load garbage truck or a trailer.

3.16 Multifamily Residential Property - means any multifamily dwelling, building or group of buildings that contain(s) five or more individual dwelling units on a single parcel. Multifamily complexes include, but are not limited to, apartment complexes, mobile home parks, senior housing/care facilities and condominium complexes.

3.17 Mixed Waste Processing - means processing Solid Waste that contains Recyclable and/or Compostable Materials and Trash.

3.18 Recycle or Recycling - means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise be disposed of as Solid Waste and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place as defined in Public Resources Code Section 40180.

3.19 Recyclable Materials - means materials that have been separated from the solid waste stream prior to disposal and returning them for use or reuse in the form of raw materials for new, used or reconstituted products, which meet the quality standard necessary to be used in the market place and that are not landfilled. Recyclable Materials include any materials identified by the General Manager for which a market exists including, but not limited to: plastic bottles and jars, aluminum and bi-metal (tin) cans, paper, cardboard, glass, newspaper, metal and wood.

3.20 Scavenging or Scavenger - means the uncontrolled and unauthorized removal of Recyclable Materials at any point in the Solid Waste management system.

3.21 Self Recycler - means a Generator that accomplishes Recycling activities and/or participates in Recycling programs without utilizing a Franchised Hauler and without violating the provisions of Exclusive Franchise Agreement between the District and the Franchised Hauler.

3.22 Solid Waste - means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid material. Solid waste includes dirt, soil, rock, decomposed rock, gravel, sand, or other aggregate material.

3.23 Source Separated or Source Separation - means the process of removing Recyclable Materials and/or Compostable Materials from Solid Waste at the place of discard generation, prior to collection, into separate containers that are separately designated for Recyclable Materials or Compostable Materials for the purposes of Recycling.

3.24 Source Separated Recycling Facility - means a Recycling, material recovery or re-use facility that is fully licensed, certified and eligible under federal, state and local laws and regulations, and includes those material recovery or reuse facilities or operations that receive, process and transfer to market Recyclable and/or Compostable Materials that have been Source Separated from the Solid Waste stream. The Recycling Facility may be located at a Landfill. Source Separated Recycling Facility also means a facility that produces Compost.

3.25 Trash - means Solid Waste which is discarded separately from Recyclable Materials and/or Compostable Materials.

#### SECTION 4. BUSINESS RECYCLING REQUIREMENTS

4.01 Each Generator shall be responsible for ensuring and demonstrating its compliance with the requirements of this Ordinance. Each Generator shall:

4.01.01 Subscribe to a Source Separated Recycling Service with the Franchised Hauler authorized to provide service for the area in which the Business is located; or

4.01.02 Subscribe to a Solid Waste and Recycling Service with a Franchised Hauler authorized to provide

service for the area in which the Business is located, that may include Mixed Waste Processing that yields diversion results comparable to Source Separation; or

4.01.03 Self-Recycle and annually certify compliance with this Ordinance, and complete and retain on-site a Self-Recycling Log verifying Recycling activities; or

4.01.04 Comply under the conditions of an approved exemption.

4.02 Each Generator shall use, and maintain in good order, containers provided by the Hauler to collect and store Recyclable Materials and shall designate areas to collect and/or store Recyclable Materials, unless Recycling service is provided through a Mixed Waste Processing Facility.

4.03 Each Generator shall place all Recyclable Materials for collection in containers with a lid and conforming to the following requirements, unless Recycling service is provided through a Mixed Waste Processing Facility. No container shall be loaded beyond its capacity. It shall be the Generator's responsibility to keep the containers used for the storage and collection of Recyclable Material generated on the premises in a clean and sanitary condition. No material or containers shall be kept or handled in such a manner as to become a nuisance. No Recyclable Material shall be allowed to become odoriferous or a producer of vermin. Lids on containers shall remain closed at all times while stored or placed for Collection.

## SECTION 5. FRANCHISED HAULERS

5.01 General Requirements for Franchised Haulers providing Source Separated Recycling Services:

5.01.01 Franchised Haulers shall offer Collection service and containers for Recyclable Materials sufficient to accommodate the quantity and types of Recyclable Materials to all of its Customers and shall provide Recycling Services as described in this Section of this Ordinance.

5.01.02 Franchised Haulers shall identify containers for Recyclable Materials with their name, recognizable corporate or company logo, and phone number of the Franchised Hauler that is legible from a distance of 50 feet.

5.01.03 Franchised Haulers shall equip and provide containers for Recyclable Materials, with locks and/or other suitable features, where feasible and when necessary, to prevent Scavenging. They shall conduct all activities in accordance with applicable laws, County codes and regulations, and best management practices.

5.01.04 Franchised Haulers shall not take a Customer's Source Separated Recyclable Materials to a Landfill or other site for Disposal. Such materials shall be taken to a Recycling Facility or Franchised Haulers shall make other arrangements for recycling the materials instead of Disposal. The Franchised Haulers shall maintain receipts documenting that the Generator's Recyclable Materials have been properly delivered, as well as any documentation evidencing an event of Force Majeure which prevented the proper Collection and/or delivery of Recyclable Materials.

5.01.05 A Franchised Hauler may charge a penalty fee to a Customer when Recyclable Materials are not adequately Source Separated from Solid Waste. Adequate Source Separation is twenty percent (20%) Contamination or less. A penalty fee may only be charged after meeting the following requirements:

5.01.05.01 The Franchised Hauler shall notify the Customer of noncompliance in writing twice, explaining the reason for noncompliance and explaining how the Customer may comply; and

5.01.05.02 The Franchised Hauler shall make at least one visit to the Customer's place of Business to show the Customer how to comply; and

5.01.05.03 The Franchised Hauler shall notify the District's General Manager, or designee, in writing on non-compliance, documenting non-compliance and the steps taken above.

5.01.06 The Franchised Hauler shall only charge a penalty fee in the amount approved by the General Manager, or designee.

5.01.07 A Franchised Hauler may cancel Recycling service when Recyclable Materials continue to not be adequately Source Separated from Solid Waste, as defined above, only after assessment of at least two penalties

by the Franchised Hauler, and shall notify the District's General Manager, or designee.

5.02 Source Separated Recycling Services provided by Franchised Haulers, shall include, at a minimum, the following:

5.02.01 Bi-weekly collection of non-Compostable Source Separated Recyclable Materials or as approved by the General Manager;

5.02.02 Collection of Compostable Source Separated Recyclable Materials at a minimum of one time per week or more often, as approved by the General Manager, if applicable;

5.02.03 Utilization of Recycling receptacles which comply with District's standards.

5.02.04 Appropriate signage on all Recycling receptacles, containers, chutes and/or enclosures which allow users to clearly and easily identify which containers to use for Recyclable Materials, Compostable Materials or Trash.

05.03 Reporting. Franchised Haulers providing Source Separated Recycling services shall provide quarterly reports on the dates and in the format prescribed by the General Manager, such reporting may include, but is not necessarily limited to:

5.03.01 A list of Customers they have in the approved franchise area; the name, address and account number of the facility serviced; and the name of the Generator and/or Customer for Solid Waste and/or Recyclable Materials management;

5.03.02 The volume per month of trash collection service provided to the Business, Commercial Facility or property;

5.03.03 The cumulative volume, calendar year-to-date, of trash collection service provided to the Business, Commercial Facility or property;

5.03.04 The volume per month of non-Compostable Source Separated Recyclable Materials collection service provided to the Business, Commercial Facility or property;

5.03.05 The cumulative volume, calendar year-to-date, of non-Compostable Recyclable Materials collection service provided to the Business, Commercial Facility or property;

5.03.06 The volume per month of Compostable Recyclable Materials collection service provided to the Business, Commercial Facility or property;

5.03.07 The cumulative volume, calendar year-to-date, of Compostable Recyclable Materials collection service provided to the Business, Commercial Facility or property;

5.03.08 The total volume per month of combined refuse collection and Recycling collection service provided to the Business, Commercial Facility or property;

5.03.09 The cumulative volume, calendar year-to-date, or combined refuse collection and Recycling collection service provided to the Business, Commercial Facility or property;

5.03.10 The location of the Source Separated Recycling Facility(ies) to which the Source Separated Recyclable Materials were taken during the previous quarter, including the tonnage of Source Separated Recyclable Materials delivered to such facility each month; and

5.03.11 Information about changes in Recycling such as new customers or cancellations, including business name and address.

5.03.12 The initial quarterly reporting periods shall be as follows:

Reporting Period	Due Date
January 1 – March 31	May 1
April 1 – June 30	August 1
July 1 – September 30	November 1
October 1 – December 31	February 1

5.04 General Requirements for Franchised Haulers providing Mixed Waste Recycling Services:

5.04.01 Franchised Haulers shall offer Collection service and containers as described in their respective individual Franchise Hauler Agreement.

5.05 Reporting. Franchised Haulers providing mixed waste Recycling services shall provide quarterly reports on the dates and in the format prescribed by the General Manager, such reporting may include, but is not necessarily limited to:

5.04.01 A list of Customers they have in the approved franchise area; the name, address and account number of the Business serviced; and the name of the Generator and/or Customer for Solid Waste management;

5.04.02 The volume per month of mixed waste Collection service provided to the Business, Commercial Facility or property;

5.04.03 The cumulative volume, calendar year to date, of mixed waste Collection service provided to the Business, Commercial Facility or property;

5.04.04 The location of the Mixed Waste Recycling Facility(ies) to which the mixed waste was taken for processing during the previous quarter; and

5.04.05 Information about changes in service such as new Customers or cancellations including Business name and address.

5.04.06 The initial quarterly reporting periods shall be as follows:

Reporting Period	Due Date
January 1 – March 31	May 1
April 1 – June 30	August 1
July 1 – September 30	November 1
October 1 – December 31	February 1

## SECTION 6. SELF RECYCLING

6.01 Nothing in this Ordinance shall preclude any Generator from Self-Recycling Recyclable Materials generated at a place of Business or Multi-Family Residential Property. A Self-Recycler must accomplish Recycling activities and/or participate in Recycling programs, certify compliance with this Ordinance as prescribed by the General Manager, and complete and retain on-site a Self-Recycling Log listing material and the volume or weight of material Recycled. The Self Recycling Log shall be made available to the General Manager or General Manager's designee upon request. At a minimum, the Generator shall provide the following information on the Self-Recycling Log:

6.01.01 The name, address and telephone number of the Generator's representative responsible for certification.

6.01.02 For Source Separated Recycling, a list of the types of Recyclable Materials generated and managed.

6.01.03 For Mixed Waste Processing, the amount of volume or weight of Solid Waste delivered to a Mixed Waste Processing Facility.

6.01.04 The name and address of the Recycling Facility or Mixed Waste Recycling Facility used.

6.01.05 The Generator shall maintain receipts supporting information provided on the District's Self-Recycling Log and documenting that the Generator's Recyclable Materials have been properly delivered, as well as any documentation evidencing an event which prevented the proper delivery of Recyclable Materials. Such documents shall be provided to the District within ten (10) days of a request by the General Manager, or designee. Additionally, these documents will be made available for inspection by the General Manager, or designee, at the place of business during normal business hours and maintained for not less than three years.

6.02 The General Manager may restrict or prohibit Self-Recycling by a Generator if the General Manager determines, after providing notice and an opportunity for a hearing, that the Generator's Self Recycling activities violate the provisions of this Section or any other applicable law, ordinance or regulation.

6.03 Sale or Contribution. Nothing in this Ordinance shall preclude any Generator from selling or exchanging at fair market value, for reuse or Recycling, Source Separated Recyclable Materials generated from that Business, Commercial Facility or property in compliance with exclusive Franchise Agreement between the District and the Franchised Hauler.

6.04 Donation or Gift. Nothing in this Ordinance shall preclude any Generator from donating or gifting to a non-profit agency, for reuse or Recycling, Source Separated Recyclable Materials generated from that Business, Commercial Facility or property in compliance with exclusive Franchise Agreement between the District and the Franchised Hauler. Receipts for donated or gifted recyclables shall still be provided per Section 6.01.05.

## SECTION 7. CERTIFICATION

7.01 Any Business that does not subscribe to a Source Separated Recycling Service or Mixed Waste Processing Service with the designated Franchised Hauler, or has otherwise complied with the conditions of an approved exemption, shall certify annually by the method prescribed by the General Manager that the Business; (i) is exempt from the Recycling provisions of this Ordinance; or (ii) has documented the implementation of its Recycling activities and/or Recycling program participation.

## SECTION 8. OWNERSHIP/SCAVENGING OF RECYCLABLE MATERIALS

8.01 All Recyclable Materials placed in containers for Recyclable Materials provided by any Franchised Hauler shall be considered owned by and be the responsibility of the Franchised Hauler. Without permission of the Franchised Hauler, no person shall collect Recyclable Materials placed in such containers by Customers or Generators.

8.02 All Recyclable Materials placed in Recyclable Materials containers provided or owned by the Generator, shall be considered owned by and be the responsibility of that Generator until the material is placed at a Franchised Hauler's designated point of Collection or in containers otherwise described in this Ordinance.

8.03 No person other than the person, or Business designated by the Generator of the Recyclable Materials to collect the Recyclable Materials, shall remove or otherwise interfere with Recyclable Materials which have been placed at a designated Recycling or Recycling Materials collection location. Except as authorized under exclusive Franchise Agreement between the District and Hauler, it shall be unlawful for any person to engage in the business of collecting, removing or transporting, or otherwise organizing or directing the collection, removal or transportation of Recyclable Materials without being a Franchised Hauler.

## SECTION 9. EXEMPTIONS

9.01 The following may be exempt from all or portions of the requirements of this Ordinance:

9.01.01 Recyclable Materials Generators are not required to subscribe for Recycling services or Self-Recycle if the



Generator certifies that there are no Recyclable Materials being generated by any activities in the Generator's Business, Commercial Facility or non-residential property.

9.01.02 Generator may not be required to subscribe for Recycling services or Self-Recycle if the Hauler determines after a site assessment that either:

9.01.02.01 There is inadequate storage space for automatic lift containers, bins, or roll-off bins for Recyclable Materials on-site and that it is infeasible for the Generator to share automatic lift containers, bins or roll-off bins for Recyclable Materials with a Generator on an adjoining property; or

9.01.01.02 Compliance with this Ordinance will result in a violation of county zoning ordinances or regulations for minimum parking spaces.

9.01.03 However, if after a site assessment, the Franchised Hauler determines that it is feasible for Recycling containers to be placed either on-site or shared with an adjoining Business or property, then the Generator will not be exempted from these requirements and will be responsible for full compliance with this Ordinance.

9.01.04 Remote Area: Generators from a specific geographic area may not be required to comply with this Ordinance if the Franchised Hauler demonstrates, and the General Manager concurs, in writing, that a Source Separated Recycling Service is not economically feasible within a specific geographic area.

9.01.05 Outside Approved Franchised Areas: Generators from all areas not included within the areas delineated as Franchised Areas on the Approved Boundary Map for the District, shall not be required to comply with this Ordinance.

9.02 Exemption Application. If the Generator or Franchised Hauler seeks an exemption, an application for such exemption shall be submitted in the form prescribed by the General Manager. After reviewing the exemption request, and after an on-site review, if applicable, the General Manager shall either approve or disapprove the exemption request.

9.03 Cancellation of Recycling Service by a Franchised Hauler is not an exemption under this Ordinance.

## SECTION 10. OTHER ACTIONS AND REMEDIES

10.01 No Other Powers Affected - This Ordinance does not do any of the following:

10.01.01 Otherwise affect the authority of the General Manager, or his/her designee, to take any other action authorized by any other provision of law.

10.01.02 Restrict the power of a District Attorney or the Attorney General to bring in the name of the people of California, any criminal proceeding otherwise authorized by law.

10.01.03 Affect in any way existing contractual arrangements, including franchises, permits or licenses, previously granted or entered into between the Franchised Hauler and County.

10.02 Cumulative Remedies - Any remedy provided under this Ordinance is cumulative to any other remedy provided in equity or at law. Nothing in this Ordinance shall be deemed to limit the right of the County or its authorized collection agent(s) to bring a civil action; nor shall a conviction for such violation exempt any person from a civil action brought by the County or its authorized collection agent(s). The fees and penalties imposed under this Ordinance shall constitute a civil debt and liability owing to the County from the persons, firms or corporations using or chargeable for such services and shall be collectible in the manner provided by law.

10.03 Liability - Nothing in this Ordinance shall be deemed to impose any liability upon the District or upon any of its officers or employees, including without limitation, under the Comprehensive Environmental Response, Compensation and Liability act of 1980 (CERCLA).

## SECTION 11. FORMS, REGULATIONS AND GUIDELINES

11.01 The General Manager may adopt necessary forms, rules, regulations and guidelines which may be necessary or desirable to aid in the administration of the provisions of this Ordinance, including all necessary policies and procedures for the issuance of the permits, administration of this Ordinance, collection of fees and bonds and/or indemnities, or proof(s) of insurance.

## SECTION 12. HAULER ENTITLED TO PAYMENT FOR SERVICES RENDERED

12.01 The Hauler shall be entitled to payment from the Owner for services rendered and in the amounts as specified in a Resolution or Resolutions adopted by the Board. A failure to make timely payment for any service rendered by the Hauler shall constitute a violation of this ordinance and be subject to the penalty provisions herein included.

## SECTION 13. LOCATION OF DETACHABLE BIN REQUIREMENTS

13.01 At commercial properties serviced by the District, the detachable bin shall be placed as follows for collection:

13.01.01 Customers adjoining an alley shall place their detachable bin adjacent to but not within the alley, unless otherwise approved by the Hauler.

13.01.02 Customers may utilize one of established levels of collection service. Fees for different levels of service are set by resolution. In special circumstances, the General Manager or designee, may designate detachable bin location.

13.01.02.01 Curbside: Detachable bin shall be placed at the curbside, or equivalent, or adjacent to the alley before five-thirty a.m. on collection days. Sidewalks shall not be blocked.

13.01.02.02 Driveway: Detachable bin shall be placed adjacent to the driveway before five-thirty a.m. on collection days. Driveway clearance must be sufficient to accommodate collection equipment.

13.01.03 Detachable bin located in a permanent enclosure shall be made accessible to the hauler at the designated collection time. This includes removing locks and clearing obstructions so collection vehicle can easily access detachable bin.

## SECTION 14. COLLECTION AREA

14.01 A mandatory collection area located within the boundaries of the District, as presently constituted at time of Ordinance passage, and as amended in the future by LAFCO, is established and shall consist of:

14.01.01 All multi-family units of five (5) or more.

14.01.02 All developed properties classified as industrial or commercial.

14.01.03 All institutional entities, such as schools and government buildings.

14.01.04 All other entities determined by the hauler to be businesses.

14.02 Other mandatory collection areas may be established by Ordinance by the District as found to be necessary for the public health and welfare or required to implement state laws.

## SECTION 15. LIABILITY FOR PAYMENT OF FEES MANDATORY COLLECTION

15.01 Each owner, occupant or person in possession, charge or control of any collection premises located in a mandatory collection area is hereby made liable jointly and severally for the payment of the recycling collection, processing and disposal fees levied against such premises for required solid waste collection, processing and disposal services, irrespective of the actual use of the service provided by the district or grantee. Services made available to those premises required to receive such service shall be considered as services utilized. It shall be the primary duty of the owner of such premises to provide for the payment of the services.

## SECTION 16. BILLING CYCLE AND PENALTY FOR DELINQUENT PAYMENTS

16.01 Solid waste collection fees may be billed and paid monthly. Payment shall be due upon, and shall become delinquent fifteen (15) days after the date of any billing. A finance charge and late payment penalty as permitted by law shall be added at the end of each month following the delinquency date.

## SECTION 17. DISCONTINUATION OF SERVICE

17.01 The District or hauler may discontinue service for any customer whose account remains unpaid for sixty (60) days after the date of billing as long as the customer has received a notice on a form approved by the director of the county stating that service will be discontinued fifteen (15) days from the date of the notice if payment is not made by that time. Upon payment of the delinquent fees, collection shall resume on the next regularly scheduled collection day. Fees shall be continued to be assessed and billed notwithstanding that service has been discontinued and notice of same shall be included in the form sent to the customer.

## SECTION 18. FEE A CIVIL DEBT

18.01 The fees levied for service for solid waste and recyclables collection shall constitute a civil debt and liability owing to the District and/or any grantee from the person using or chargeable for such services and shall be collectible in the same manner provided by law.

## SECTION 9219. LIEN FOR NINETY (90) DAY DELINQUENCIES

19.01 Mandatory collection fees authorized pursuant to this Ordinance which remain unpaid for a period of ninety (90) or more days after the date upon which they were billed may be collected thereafter by the District as provided herein.

19.02 Once a year, the Board of Directors shall cause to be prepared a report of delinquent fees. The Board shall fix a time, date and place for hearing the report and any objections or protests thereto.

19.03 The board shall cause notice of the hearing to be mailed to the landowners listed on the report not less than ten (10) days prior to the date of the hearing.

19.04 At the hearing, the Board shall hear any objections or protests of landowners liable to be assessed for delinquent fees. The Board may make such revisions or corrections to the report as it deems just, after which by resolution, the report shall be confirmed.

19.05 The delinquent fees set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of such delinquent fees. A certified copy of the confirmed report shall be filed with the county tax assessor, on or before August 10, for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the county recorder of the county in which the property is situated, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of county ad valorem property taxes shall be applicable to such assessment, except that if any real property to which such lien would attach has been transferred or conveyed to a Bonafede purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and the delinquency fees, as confirmed, relating to such property shall be transferred to the unsecured roll for collection.

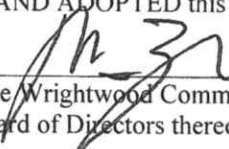
## SECTION 20. APPEALS

20.01 A business who desires to appeal the notice set forth in this Ordinance may appeal to the Board within the twenty (20) calendar days of the post-mark of the Warning Notice by filing a timely written appeal with the General

SECTION 26. EFFECTIVE DATE

26.01 This Ordinance shall become effective thirty (30) days after its adoption.

APPROVED AND ADOPTED this 7<sup>TH</sup> day of May 2019.

  
\_\_\_\_\_  
President of the Wrightwood Community Services District  
And of the Board of Directors thereof.

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

I, Leo Hordyk, Vice President of the Board of Directors of the Wrightwood Community Services District, do hereby certify that the foregoing Ordinance, being Ordinance No. 2019-02 was duly adopted by the Board of Directors of said District at a regular meeting of said Board held on May 7, 2019, and that it was so adopted by the following vote:

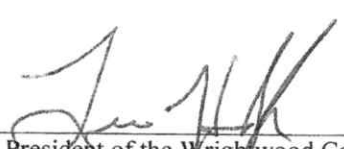
AYES: 3

NOES: 0

ABSENT: 1

ABSTAIN: 1

ATTEST:

  
\_\_\_\_\_  
Vice President of the Wrightwood Community Services District  
And of the Board of Directors thereof.

Item# 13

Hollis Stewart Park  
Renovation Project: Status  
Update



## **Hollis Stewart Park Renovation Project**

An update will be given at the meeting