



Integrated Solid Waste Management Plan 2020

Flandreau Santee Sioux Tribe

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CHAPTER 1 - INTRODUCTION

Section 1-1 Approach

The Flandreau Santee Sioux Tribe (FSST or Tribe) Brownfields Tribal Response Program (TRP), General Assistance Program (GAP), and Water Quality (WQ) Program under the FSST Department of Natural Resources (DNR) has developed this Integrated Solid Waste Management Plan (Integrated Plan) utilizing the guidelines in the U.S. Environmental Protection Agency (EPA) Five Elements for a Tribal Integrated Waste Management Plan (EPA 2020a), which includes a:

- Description of the Community Service Area
- Description of the Tribe's Waste Management Program Structure and Administration
- Description of the Tribe's current and proposed waste management practices
- Description of the funding, sustainability, and the long-term goals of the Tribe's waste management program
- Documentation of approval of the (ISWMP) by the appropriate governing body

The purpose of the Plan is to review the Tribe's current solid waste practices, evaluate future demand and resources needed, and present a process that will improve the Tribe's ability to reduce, manage, and dispose of solid waste. This Integrated Plan is intended to be a living document, updated on a periodic basis to adapt to any changes in circumstances that are relevant.

Section 1-2 Participants

This Integrated Plan was prepared in cooperation with the FSST DNR Brownfields, TRP, GAP and WQ Programs; the EPA Region 8 Solid and Hazardous Waste Program and Brownfields Program; the Indian Health Service (IHS), and IHS Circuit Riders assisting Tribes in the Solid Waste and Brownfields Programs. A final Integrated Plan was presented to the FSST Executive Committee for review and adoption after soliciting input and recommendations from the DNR, other Tribal programs, and the community. Section 1-3 provides additional details on the public involvement methodologies.

Section 1-3 Public Involvement

The completion of this Integrated Plan included a *Public Survey on Solid Waste Management* conducted in July 2009, which surveyed between 50 and 60 people. There have been no follow-up surveys completed to date on the reservation regarding solid waste generation and management.

FSST Law and Order Title, Volume V, Title 16 (the Title), was approved by the FSST Executive Committee through Tribal Resolution 19-47 on July 23, 2019.

Section 1-4 Public Record

A brownfield is defined by the EPA as property that may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant for expansion, redevelopment, or reuse. The FSST Brownfields Program mission is to empower the Tribal Community and other stakeholders in environmental protection, working together in a timely manner to educate, prevent, assess, safely clean-up, and sustainably reuse brownfields. The Brownfields Program will work to provide technical assistance by assessing a reported or potential site and will collaborate and communicate essential cleanup and reuse information with other community entities, including Tribal leaders, creating a cooperative. This will enhance Tribal community longevity and quality of life. Please refer to **Table 1**.

**TABLE 1
FSST BROWNFIELDS SITES**

Longitude	Latitude	Label	Description	Status
-96.552	44.057	Brownfield Site #1	Miasado Land-Homestead	Complete
-96.613	44.017	Brownfield Site #2	South Buffalo Pasture	Complete
-96.549	44.061	Brownfield Site #3	Thurman Wakeman Homestead	Complete
-96.529	44.068	Brownfield Site #4	Gravel Pit	Complete
-96.582	44.084	Brownfield Site #5	Helen Hart Residence	Brownfield cleaned-up debris (not a Brownfield Site)
-96.586	44.090	Brownfield Site #6	William Schumacher/Kitto Residence	Tribe wants a THPO
-96.594	44.058	Brownfield Site #7	St. Mary's Episcopal Church/Flandreau Indian School	SHPO
-96.586	44.078	Brownfield Site #8	Red Earth Residence	Complete
-96.593	44.075	Brownfield Site #9	Snow Residence/FSST #9	Complete
-96.587	44.008	Brownfield Site #10	Three Mile Corner Gas Station	Complete
-96.559	44.060	Brownfield Site #11	Open Dump on #23 Trust Land, open dumping pit 1	Complete
-96.560	44.060	Brownfield Site #11	Open Dump on #23 Trust Land, open dumping pit 2	Complete
-96.560	44.061	Brownfield Site #11	Open Dump on #23 Trust Land, open dumping pit 3	Complete
-96.560	44.060	Brownfield Site #11	Open Dump on #23 Trust Land, open dumping pit 4	Complete
-96.600	44.043	Brownfield Site #12	Natural Resources Building and Tanks Under Parking Lots	REM
-96.576	44.083	Brownfield Site #13	Lovejoy	Found no hazards
-96.595	44.059	Brownfield Site #14	Abandoned Bureau of Indian Affairs Clinic	Tribe did not want brownfield program to do a TBA. Other plans for building

CHAPTER 2 - COMMUNITY SERVICE AREA

Section 2-1 Population and Demographics

The FSST Indian Reservation (the Reservation) is 5,500 acres of combined trust (approximately 2,200 acres) and fee Tribal land located along and near the Big Sioux River in Moody County, South Dakota (SD), in a region known as the Prairie Coteau, with topography consisting primarily of undulating or gently rolling land (FSST 2020). The Reservation is located approximately 45 miles northeast of Sioux Falls and approximately 30 miles southeast of Brookings. Most of the Reservation is in the vicinity of the City of Flandreau (the City), which is also home to much of the Tribe's population and the seat of the FSST Government. Please refer to **Figure 1**.

The City was incorporated in 1902 and covers approximately 1.93 square miles. The population of the City was approximately 2,438 in 2018 (U.S. Census 2018).

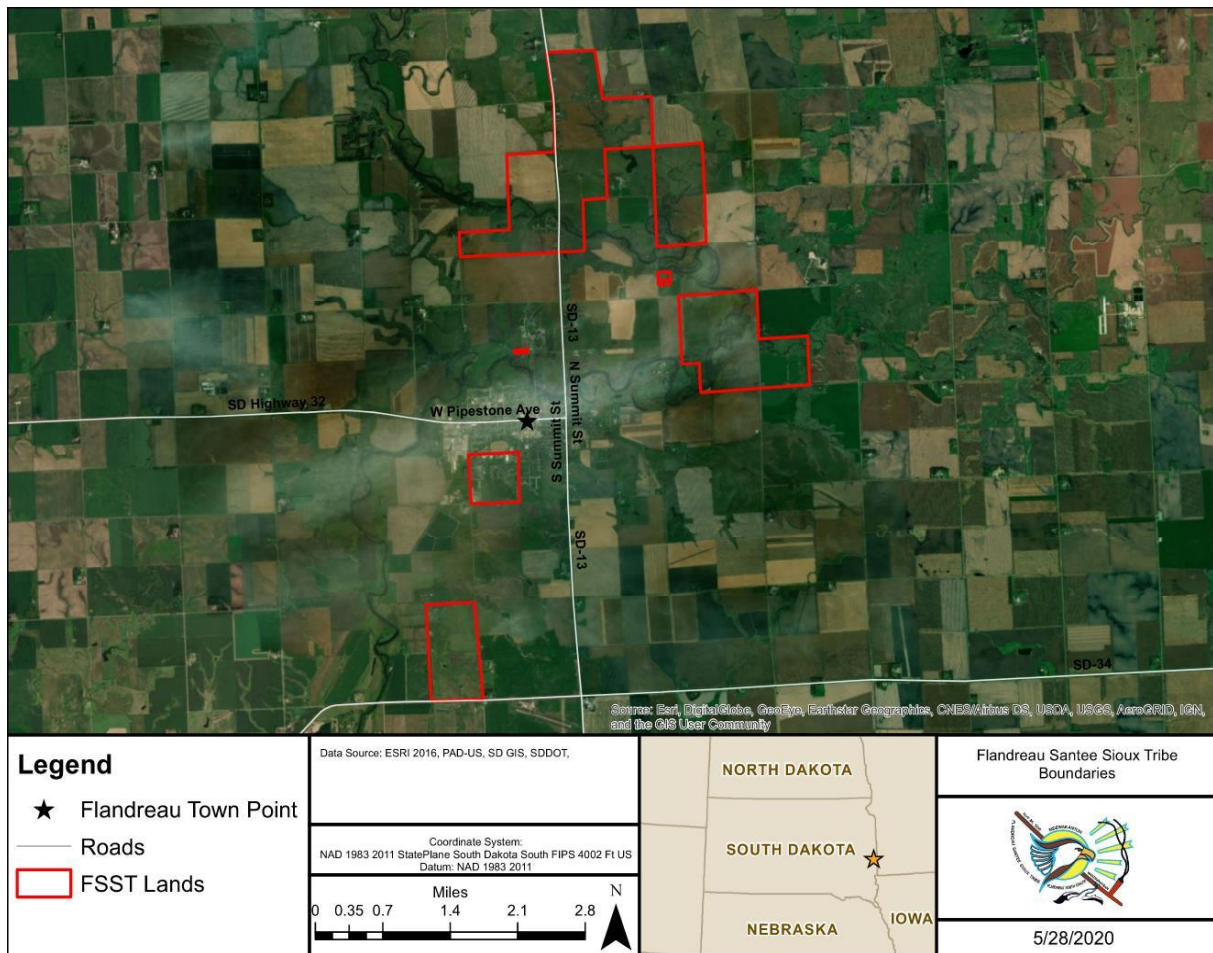


Figure 1. Location of Flandreau Santee Sioux Indian Reservation

According to the South Dakota Department of Tribal Relations (2020), the Tribe has 726 enrolled members. According to the most recent U.S. Census data (2010), 349 of those Tribal members live on the Reservation. **Table 2** below lists the 2000, 2010, and 2018 populations for the Tribe and total population of American Indians and Alaskan Natives living in the City, as well as the total population of the City (U.S. Census 2000, 2010, 2018).

Table 2. U.S. Census Population Statistics for the City

Year	Total American Indian and Alaskan Native within the City (% of City Population)	Total Population of the City
2000	592 (25%)	2,374
2010	649 (28%)	2,341
2018 (ACS Estimate)	602 (25%)	2,438

Source: U.S. Census Bureau (2000, 2010, 2018)

Section 2-2 Population Projections

For purposes of this document, Tribal and U.S. Census data was used to determine population estimates. Although the overall population for the City slightly decreased during a ten-year period between the years 2000 to 2010, an overall increase occurred from 2000 to 2018. According to the 2018 American Community Survey (U.S. Census 2018), approximately 30 percent of the City’s total population is under the age of 18.

Section 2-3 Community Assets, Resources, and Economy

Even though the Reservation and City are smaller in size, there are several resources that can be utilized in implementing the Plan. The Tribal Council and Administration, Tribal Utilities, Housing Authority, Maintenance Department, Road Maintenance Program, Earth Wise, Judicial Services, the Elders, the Bureau of Indian Affairs (BIA), and IHS can provide expertise and exercise their authority to support development and implementation of the Plan and make decisions related to solid waste management processes. The Tribe maintains Mutual Aid Agreements with the City for law enforcement,

water, wastewater, sewer and electrical services, and fire response from the City's Volunteer Fire Department. Additionally, Tribal Utilities coordinates with the City on waste disposal services. Private sector resources that have been utilized by the Tribe include Eng Services (sanitation collection) in the City and Millennium Recycling in Sioux Falls.

Economy

The Tribe's major employers are the FSST, the Flandreau Indian School, and the Royal River Casino and Entertainment Complex. The casino complex offers gambling, an entertainment and conference center, hotel, recreational vehicle park, and full-service restaurant with lounge and bar. Farming and raising of livestock are major industries. The Tribe operates a farm and maintains a buffalo herd. Agriculture (crop production and animal feed lots) is a primary industry on the reservation and employs Tribal and non-Tribal operators. The Tribe owns land adjacent to the Flandreau Improvement Association Industrial Park, which presents opportunities for future development. The Tribe also owns ceremonial lands in the Black Hills near Deadwood, South Dakota. The demand for trash collection services may increase as development occurs in the Tribal-owned industrial park.



Tribal Buffalo Pasture
Image courtesy of: FSST Brownfields Department

A major tourist attraction and cultural and spiritual gathering is the annual Wacipi Powwow held each summer. Additional trash services are needed during the Powwow event.

Housing

The Tribal Housing Authority manages and provides maintenance to approximately 62 housing units in the City as well as some rural scattered sites. These homes are HUD Low Rent and Mutual Self-Help homes.

Transportation

The highway system serving the area consists of a major interstate, I-29, providing reliable north and south access to the Reservation from nearby Sioux Falls, which is less than 50 miles away. Sioux Falls is the largest populated city in SD and has a wide variety of resources. Brookings, SD's fifth-largest city, is approximately 30 miles away, via I-29 and US 14. The Tribal Roads Department maintains 5.4 miles of roads on the Reservation.

The Flandreau Municipal Airport is approximately three miles south of the Tribal Headquarters in Flandreau, SD, at the intersection of SD 13 and SD 34. No major passenger service or public transportation is available on the reservation other than shuttle service from the casino to the airport. People must travel to Sioux Falls for major airline or bus services.

Section 2-4 Natural Setting

The Reservation lies in the plains of southeastern SD. Local elevation is approximately 1,565 feet above sea level (City-Data 2020). The plains are mostly cropland with some grazing land. Generally, the geography of the area does not hinder trash collection and disposal services.

Geology and Natural Resources

The City lies in the Prairie Coteau subregion of the Northern Glaciated Plains Ecoregion. The Northern Glaciated Plains region is primarily characterized by a flat to gently rolling glacial drift upland landscape composed of transitional tall and shortgrass prairie with no evident drainage patterns. The landscape is dotted with small lakes, semi-permanent to seasonal wetland habitats, and marshes that formed when melting glacial ice beneath the sediment layer blocked the former drainage valleys with glacial drift. Land elevation ranges from nearly 1,265 feet to 2,000 feet above mean sea level (EPA 2020b).

The surficial geology lies within the Cretaceous period shale bedrock and is characterized by undifferentiated outwash, including sand and gravel plains, kames, terraces, and other glacial features dating to the Upper Wisconsin glaciation. Cretaceous period formations overlies the quartzite include Dakota Sandstone, Graneros Shale, Greenhorn Limestone, Carlisle Shale, Niobrara Chalk and Pierre Shale (SDDENR 2020).

The Big Sioux Aquifer is unconfined water-table, hydraulically connected to the Big Sioux River and has a maximum aquifer thickness of about 50 feet in the Flandreau area (Hansen 1986). Locally, water movement is from the aquifer towards the Big Sioux River and generally parallel to the downstream movement of water in the Big Sioux River (Hansen 1988). Changes of the flow direction from the aquifer to the river can occur when the Big Sioux River's stage rises above the water table.

Neither Tribe nor the City maintains landfills. Trash is transported and disposed of in the Brookings Sanitary Landfill, twenty miles to the north. Therefore, there are not geological concerns related to landfill migration issues. However, contamination from illegal dumps, especially those located in

ravines, has the potential to find its way into streams, rivers, and aquifers. Historically, most of the illegal dumps are small and, since the area is not heavily industrialized, the risk has been low. Even so, there is concern and anecdotal accounts of non-Tribal and "Midnight Dumpers" (both individual and commercial) taking advantage of the isolation of the rural community areas and illegally dumping waste rather than paying for disposal services.

Climate

According to the National Oceanic and Atmospheric Administration's National Centers for Environmental Information (NOAA 2020), the climate of the Reservation is typical of the upper Midwest, with warm summers and cold winters.

Atypical climate years have been noted on the Reservation. During 2017, an average annual temperature of 44.5°F with an average high of 55.1°F and average low of 34.0°F occurred. Average precipitation from rainfall in 2017 was recorded at 26.20 inches and snowfall at 29.3 inches. During 2019, the Tribal BIA Weather Stations showed an average annual temperature of 40.6°F with an average high of 50°F and average low of 31.2°F. It also recorded a yearly precipitation level from rainfall at 43.09 inches and snowfall level at 80 inches (NOAA 2020). These were not typical years, as winters are usually colder and summers hotter.

A recent Presidential Declaration for Severe Storms, Tornadoes, and Flooding for the State, Tribes and Local Governments, including Moody County, was recognized on November 18, 2019 (FEMA 2019). Since 2010, Moody County has received four Presidential Declarations for events including severe storms, tornadoes, flooding, severe winter storm, snowstorm, or a combination thereof (FEMA 2020).

According to the South Dakota Department of Public Safety (2020), the greatest weather threats to southeastern South Dakota are floods, severe winter and summer storms, and tornadoes. Tornado activity for the area is 64% greater than the U.S. average (City-Data 2020).

Collecting trash can be impacted and delayed by weather conditions especially during heavy rains, flooding, and winter storms. Severe weather can also damage roads, making it difficult to reach residences outside of City limits. When impacted, Tribal Housing works with the BIA to repair weather-damaged roads at the Three-Mile housing site outside City limits.

CHAPTER 3 - SOLID WASTE MANAGEMENT PROGRAM STRUCTURE AND ADMINISTRATION

Section 3-1 Administration and Management

The Tribe operates under a Constitution and By-laws consistent with the Indian Reorganization Act of June 18, 1934, which was ratified by the Tribe on April 4, 1936, and approved by the Secretary of the Interior on April 24, 1936, pursuant to section 16 of the act June 18, 1934 (48 Stat. 984), as amended by the act of June 15, 1935; (49 Stat. 378). The Corporate Charter of the Tribe was issued on October 24, 1936, by acting Secretary of the Interior of the Reservation, was duly submitted for ratification to the adult Indians living on the reservation and was, on October 31, 1936, duly ratified by a vote.

The FSST is governed by a seven-member Executive Committee or Tribal Council. Elected terms are staggered, and candidates must live within the defined Reservation. The Reservation is the only electoral district. The Executive Committee is responsible for oversight and enforcement of the Solid Waste Program, including funding and the approval of the Integrated Plan.

The Tribal Solid Waste Program, managed by the Brownfields Program, assists with protecting and improving the health and quality of the Reservation's environment for the health of the Tribal members and the Reservation's neighbors. The GAP program is responsible for recycling, e-waste, and identification of potential problems with solid waste management. The Brownfields Program is responsible for the assessment and cleanup of sites that are or are suspected of being contaminated, and the GAP program assists with these efforts. Brownfields will assist the GAP program with activities such as recycling solid and special wastes such as used motor oil and electronics.

Section 3-2 Solid Waste Laws and Regulations

Federal laws govern the management of solid and hazardous waste. The 1976 Resource Conservation and Recovery Act (RCRA) provides the framework for the proper management of the wastes. Subtitle D of the RCRA addresses non-hazardous solid waste and Subtitle C addresses hazardous solid waste. The Code of Federal Regulation provides regulatory requirements to implement the law. The RCRA regulations are contained in Title 40, parts 239 through 282.

FSST Law and Order Title, Volume V, Title 16

The Tribe has concurrently adopted the Tribal Solid and Hazardous Waste Title, Volume V- Title 16 (the Title). This Title was approved by the Tribal Executive Committee through Tribal Resolution 19-47 on July 23, 2019. Through the completion of this Plan, the Title will set forth the legal framework for managing solid and hazardous waste on the Reservation.

The Title addresses the following aspects of storing, collecting, and disposing of solid and hazardous waste:

Chapter 1: Preliminary Provisions

Chapter 2: Solid Waste Management and Prohibitions

Chapter 3: Special and Industrial Wastes Management

Chapter 4: Hazardous Waste and Brownfields Management

Chapter 5: Waste Storage, Collection, Transfer and Transportation

Chapter 6: General Solid Waste Management Requirements, Permits, Fees

Chapter 7: Compliance and Enforcement

FSST Integrated Solid Waste Management Plan

As identified in Title **Section 16-1-3 (a)(2) and (b)(4). Organization and Duties.**

The DNR will be responsible for drafting, implementing, and updating the Plan. The DNR will submit the draft Plan to the Land Committee and Executive Committee for initial approval. Once approved, the DNR will provide the Land Committee and Executive Committee an annual report on the Program and recommend amendments, as needed, to the Plan. The DNR may engage other agencies or consultancies to assist in the preparation and updates of the Plan. The Executive Committee will review the Solid Waste Management Program and the Plan on an annual basis and make amendments to the Plan, as needed.

This Plan seeks to provide management direction in accordance with federal and Tribal laws and regulations. The Plan does not address abandoned hazardous waste sites, substandard landfills, or leaking underground storage tanks. However, understanding the types of substances that are regulated under the Title is essential in managing solid and hazardous wastes. For a complete list of wastes which are not solid wastes and for solid wastes which are not hazardous wastes, refer to 40 CFR 261.4 (Definitions of Key Terms), which can be found in Chapter 7. The definitions are updated to reflect the definitions adopted by the EPA. In any case when a term is not defined or in question, the EPA definition will prevail.

In no event are solid or hazardous wastes allowed to be disposed of on the Reservation by any businesses, programs and/or residences operating or living within the exterior boundaries of the Reservation. This is intended to:

- Promote the health, safety, and welfare of FSST members and all other persons living and working within the exterior boundaries of the Reservation.
- Protect the historical and cultural values of the Tribe.
- Minimize the impacts of improper management and/or disposal of solid waste to the air, surface water, groundwater, wildlife and other land and natural resources.
- Regulate and enforce rules and regulations under the Title for the storage, collection, transfer, and disposal of all waste within the exterior boundaries of the reservation.
- Implement strict requirements for storing wastes, including abandoned cars, tires, and other debris.

Illegal dumping on the reservation is forbidden. The Title also sets fees and operating requirements for those individuals, local governments, or commercial entities that collect and dispose of waste for Tribal members, residents of the reservation, or the Tribal government. The Tribe maintains mutual aid agreements with the City for law enforcement and the Volunteer Fire Department for fire protection services. The Tribal Utilities Department coordinates with the City for waste disposal services.

Section 3-3 Solid Waste Permits

This section discusses the solid waste permits, including emergency permits. Permit Application for individuals and businesses may be obtained at the FSST Brownfields Program Office located at 603 W. Broad Avenue Flandreau, South Dakota 57028. Advance requests may be obtained by telephone at (605) 997-5122.

Please plan accordingly when submitting application prior to event/activity requested in application, DNR will need adequate time (*up to 30 days*) to review application for approval or denial.

Solid Waste Permit

A permit (Permit) from FSST Department of Natural Resources (DNR) is required for the following activities or facilities pursuant to the Title. If a Permit is denied by DNR, it will be referred to the Executive Committee for final action:

- 1) Commercial Motor Vehicle Salvage Yard
- 2) Commercial Waste Collection and Transportation
- 3) Construction Waste Management
- 4) Demolition Waste Management (structures greater than 100 sq.ft)
- 5) Waste/Used Oil Collection and Storage
- 6) Open Burning

-
- 7) Septic Waste Pumping and Hauling
 - 8) Used or Scrap Tire Storage
 - 9) Prime Contractor Waste Management Permit Fee

Emergency Permits

As identified in the Title, The Executive Committee, upon recommendation by the DNR, may issue an emergency permit for one-time waste management or disposal events based on various practical factors during emergency conditions. Application for such permits will be made pursuant to this Title. The Executive Committee, DNR, and other Tribal, Local, State and Federal Agencies will work together to accomplish the efficient, environmentally sound disposal of solid waste, hazardous waste and/or related materials to minimize impacts to human health, the environment and to water resources. Disposal under emergency permits must be restricted to generally inert or other solid wastes from a specific site/area for a specific period.

Application Contents

Please refer to **Appendix A** for the permit application. Applications shall include at a minimum:

- 1) The applicant's full name, residential address, telephone number, and email address (if available).
- 2) If the applicant represents a business entity, the full name of the business, the principal business location address, EIN Employer Identification Number (EIN) number, the full name, title, and email address (if available) of everyone who will be a key participant on application.
- 3) Written Description and/or location of area where "open burn" will occur.
- 4) Projected time frame of "open burn".
- 5) Name, description, and quantity of material and/or waste being stored (if applicable).
- 6) Location of "stored" material and/or waste.
- 7) List all possible hazard(s) to human health or the environment outside the permittee location (listed) or to the nearby surrounding area.

Revocation

The Executive Committee, upon recommendation of DNR, reserves the right to revoke permit at any time based upon any of the following:

- 1) Failure to follow the stipulated conditions of the permit.
- 2) Excessive wildfire occurrence in the vicinity of "open burn".
- 3) Complaints of dumping of hazardous wastes.
- 4) Complaints of hazardous smoke and/or nuisance smoke created by the "open burn".

Fees

In accordance with the Title sets all fees by resolution. The following sections refer to fees including

1) Section 16-6-3 of the Title- Waste Management Permit Fees:

The Executive Committee, upon recommendation of the DNR, will set fees by resolution. The fees will be commensurate with costs to issue and monitor activities undertaken by the Permit. The Executive Committee may exempt fixed income, disabled or other persons from such fees for solid waste management and/or determine alternative ways for such persons to pay for the Permit. The DNR may declare free days for the collection and disposal of waste, debris and refuse in furtherance of clean-up days and other civic purposes.

2) Section 16-6-4 of the Title- Prime Contractor Waste Management Permit Fee:

The FSST will charge a Permit Fee for “Prime Contractors” for demolition or construction projects. The permit fee will be payable to the FSST and will be for the sum of 2% of the total gross amount of the contract. The permit fee will be noticed as part of the request for bids process. For the purposes of this requirement a “Prime Contractor” is the prime contractor for construction or demolition projects funded by a Federal Agency, Tribal Government, or other commercial construction, this does not apply to private residential or agricultural property construction or demolition.

3) Section 16-6-5 of the Title- Non-payment of Permit Fees:

Non-payment of any required permit fee may be grounds for denial or revocation of a permit and/or a contract. Non-payment of required fees will be a violation of the Title and permittee may be subject to civil penalties. The Executive Committee will have the primary jurisdiction to hear matters regarding the non-payment of fees established pursuant to this Title.

4) Section 16-6-6 of the Title- Revenues from Permit Fees:

Fees collected under this Chapter will be deposited in a special account established for the Program for the permitting, inspection, code enforcement and oversight of solid waste management and facilities as well as response to environmental hazards and emergencies.

The expenditure of all above revenues from fees will be subject to the review and oversight of the Executive Committee.

CHAPTER 4 - CURRENT AND PROPOSED WASTE MANAGEMENT PRACTICES

Section 4-1 Current Solid Waste Program

The current solid waste program includes collection, disposal, and recycling. The program also includes an understanding of the waste generators, including amount and types of waste. As part of the current solid waste program on the Reservation, the Plan was created in order to provide reliable solid waste operations for Tribal members, residents and businesses on the Reservation; to ensure the health and safety of all citizens within the exterior boundaries of the Reservation; to inform and educate persons of the need to participate fully in efforts to reduce the generation of solid wastes; and to comply with all applicable Tribal and federal laws and regulations in waste management operations across the Reservation.

Collection

The FSST DNR currently works with Eng Services for waste collection, which is in the City. The municipal solid waste (MSW), more commonly known as trash or garbage, consists of everyday items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. MSW is collected from 65-gallon containers and rear load straight RL-200 dumpsters. Eng Services utilizes rear loading garbage hauler trucks to provide service to thirty-six rental units and seventeen homeownerships at the Tribal Housing in the City.

Tribal residents living in homeownerships or rented homes are responsible for trash removal and are billed directly by Eng Services for collection services at \$30.00 per month. Eng Services transports waste to the Brookings Sanitary Landfill. Under contract, Eng Services pays the Brookings Sanitary Landfill \$10.90 per month for each household unit disposed at the landfill. Additionally, the Tribe contracts with Eng Services for collections at Tribal Housing Authority units at \$30.00 per month for each unit. It currently leases dumpsters from Eng Services at \$100.00 per dumpster per year, which are then positioned at the Tribal Housing units. The dumpsters are picked up on a weekly schedule. The Tribe operates under a 2010 Solid Waste Hauling Agreement with Eng Services (See **Appendix B** for Waste Hauling Agreement with Eng Services).

Tribal members that live outside the City limits have optional management of their solid waste. Many residents choose to contract for services with Eng Services at a monthly rate. Eng Services has a variable rate structure depending on services and location. Typically, a resident pays \$15.00 for

dumpster equipment rental and \$15.00 per month for dumpster service. If a resident chooses to purchase his or her own dumpster, the rate is reduced by the rental fee.

Eng Services also provides services to the rural areas outside the City in Moody County. Collection stops include:

- South-side (3 homes)
- Eastside (8 homes)
- North side of highway (13 homes)
- BIA roads 227 and 228th street (16 homes)
- Pow-wow grounds (8 homes)
- 480th Avenue (2 homes)
- 229th Street (4 homes)

A total of 54 rural homes have their garbage picked up on a weekly basis by Eng Services.

Disposal

Eng Services collects and disposes of the waste at the Brookings Landfill near Brookings, SD which is 28 miles north of the City. The City of Brookings has an established rate structure for domestic, government, and commercial units within the city limits. Commercial haulers servicing the Tribe and their members are charged a usage fee for the facility. The following fees were current as of April 2020:

- Appliances (stoves, washers, dryers) - \$44 per ton
- Asbestos - \$44 per ton
- Asbestos (bag) - \$7.50 per bag
- Compost / yard waste (grass clippings) - \$44 per ton
- Concrete - \$21 per ton
- Contaminated soil
 - Agricultural chemical contaminated soil - \$15 per ton
 - Diesel contaminated soil - \$15 per ton
 - Gas contaminated soil - \$15 per ton
 - Waste oil contaminated soil - \$15 per ton
- Demolition / construction - \$44 per ton
- Electronic waste - \$44 per ton
- Fill / dirt - \$21 per ton
- Garbage / refuse - \$44 per ton
- Lumber - \$21 per ton

-
- Metal / scrap iron - \$44 per ton
 - Refrigerators / air conditioners - \$12 per item
 - Roofing / shingles - \$21 per ton
 - Tires
 - Car tires - \$4 per tire
 - Pickup tires - \$5 per tire
 - Tractor tires - \$35 per tire
 - Truck tires - \$13 per tire
 - Trailer house - \$250 per item
 - Trees - \$21 per ton

Recycling

According to Section 16-5-1 of the Title- Waste Storage: All solid wastes (or materials which have been separated for the purpose of recycling) will be stored in such a manner that the waste does not constitute a fire, health, or safety hazard, does not provide food or harborage for vectors, and contained or bundled so as not to result in spillage.

Eng Services provides curbside recycling service to the Tribal Housing residents in the City. Scheduled pick-up times are every other Tuesday of the month. Eng Services accepts single source recycling; all items must be empty of liquids and food waste.

The City also has an 8-yard dumpster available at the City Office in the east parking area for residents to use for recycled material should they wish to participate in the program but not in curbside recycling.

Recyclable Items will be accepted curbside and, in the dumpster, located at the City Office. Recyclable items include:

- tin cans, aluminum cans and plastic containers marked 1 PETE or 2 HDPE only.
 - Tin cans, aluminum cans, and plastic containers must be rinsed out and clean. No plastic bags, glass, or pizza boxes are accepted.
- newspaper, magazines, cardboard, cereal box type cardboard and junk mail.
 - Newspaper, magazines, cardboard, and junk mail must be dry and can be placed inside brown paper grocery bags for recycling.

The Tribal DNR accepts recycling throughout the year from Tribal businesses and all members in the City and rural Moody County. The Tribal DNR works with students involved in the Future Farmers of

America program within the Flandreau Public School. The students and their teachers will drop off paper, plastics, and aluminum cans during the school year at the Tribal DNR, which are transported in an enclosed trailer to Millennium Recycling in Sioux Falls, SD, which is 45 miles south of the City.

Aluminum cans are collected by the Tribal DNR and the FSST Youth Program from the local Tribal Casino (Royal River Casino & Hotel) on a quarterly basis. R&T Unit Can Company travel to the City from Sioux Falls to pick-up the cans collected.

Electronic waste is collected by DNR year-round and transported to Secure Enterprise Asset Management (SEAM) in Sioux Falls, SD.

Amount and Composition of Waste Generated

No studies have been completed on the Reservation for waste generated and there is no current accurate estimate of the quantities or characteristics of solid waste generated. In lieu of minimal waste collection data on the FSST Reservation, statistics may need to be noted from another Tribe in the region. National data may also assist with estimating waste generation data for the Reservation.

CHAPTER 5 FUNDING, SUSTAINABILITY, GOALS

Section 5-1 Funding Sources

The current Tribal Solid Waste Management Program receives funding from various sources such as tribal programs and local and government offices that utilize the Solid Waste Program for disposal of solid waste.

The Brownfields Program primary funding source is from the EPA under a TRP Grant.

- CERCLA §128(a) TRP Grant to survey and inventory the dumps and provide oversight on assessments and cleanups.

Section 5-2 Sustainability

Addressing solid waste issues has become a priority for the Tribe. The Tribe has experience with establishing a Solid Waste and Hazardous Waste Management Ordinance. This process will be built upon and improved over time with the following considerations:

- Grants will be sought to assist in funding projects and equipment.
- Recycling options will continually be improved upon.
- Educational outreach and enforcement activities will attempt to reduce/stop illegal dumping on the Reservation.
- Reviews of internal processes and procedures will be made to identify needs, reduce costs, and improve efficiency.
- Updated training will assist the staff in carrying out the duties of their jobs.
- Enlisting support of partners who also have roles in protecting the environment and public health.
- Continuing to gain support from the community.

The Solid Waste Program and Brownfields Program will continue to use the resources of the EPA Tribal Brownfields Program to assist with the inventory updates of dump sites, assist with clean-up plans, provide oversight and enforcement of the cleanups and conduct public outreach to help educate the community on the negative impacts of illegal dumping.

Section 5-3 Long Term Goals

The vision of the FSST is to establish an Integrated Plan to protect the health and welfare of all residents of the Reservation. The vision seeks to:

-
- 1) Improve and protect human health
 - 2) Improve the quality of water, air, and land
 - 3) Protect the Reservation's domestic animals and wildlife
 - 4) Keep the Reservation a beautiful and healthy place to live for generations to come.

The Integrated Plan protects the Tribes financial health by determining the best methods to minimize the costs of providing Tribal members with adequate and feasible solid waste collection and management services by making use of reliable waste reduction and diversion program options.

The goals of the Tribal Integrated Plan are to:

- Provide the services to collect, transfer, and dispose of waste in a responsible and efficient manner.
- Dispose of waste in a proper manner, eliminating littering, open dumps, and burning.
- Continue to manage and identify recycling markets (current need for recycling tires).
- Find innovative ways to divert waste from final disposal into constructive materials and end products.
- Reduction in the amount of waste generated on the Reservation.
- Educate the Reservation's population on:
 - 1) the value of everyone's contribution to improving solid waste practices and habits
 - 2) the negative impacts of improper or excessive disposal of solid waste.
- Establish and implement the FSST Solid and Hazardous Waste Management Code to ensure the rules, regulations, procedures, and standards are detailed and related to solid waste management programs and practices.
- Establish the legal authority to enforce the Tribal Solid and Hazardous Waste Management code provisions as well as establish appropriate penalties for violation of the code.
- Provide sufficient, sustainable operational funding for all the parts of the Plan.
- Work with neighboring jurisdictions (towns, counties, and volunteer organizations) to evaluate efficiencies that may be gained by working together on operations.
- Provide a living, Integrated Plan to guide all solid waste related decisions on the Reservation and assist with securing grant funding from local, state, and federal agencies.

CHAPTER 6 - APPROVAL BY TRIBAL COUNCIL

(Placeholder)

CHAPTER 7 – DEFINITIONS

The following descriptions are incorporated into the Plan and Title 16: Solid Waste and Hazardous Waste Management Code:

Agricultural waste- Solid waste derived from the production and processing of crops and livestock such as manure, spoiled grain, grain screenings, undigested rumen material, livestock carcasses, fertilizer, and fertilizer containers, but does not include pesticide waste or pesticide containers.

Approved container- Any receptacle intended for the temporary storage of waste, that is durable, leak proof, nonabsorbent, water tight, corrosion resistant, rodent and insect resistant, easily cleanable, has close-fitting covers and adequate handles to facilitate handling, and is in good condition. Containers are further limited to the following:

- a) *Individual household containers* must be of the type and volume approved by the DNR.
- b) *Business and drop box containers* must be of the type and volume approved by the DNR Director and compatible with the collection vehicle used by the designated program, agents, or contractors.

Aquifer- A geological formation, group of formations, or portion of formation capable of yielding significant quantities of ground water to wells or springs.

Bulky wastes- A large bulky items of refuse, such as car bodies, appliances, furniture, trees and stumps and other oversized wastes not suitable for disposal in waste collection containers.

Carcass- Any dead animal or portion of any dead animal.

CERCLA- Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S. C. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Small Business Liability Relief and Brownfields Revitalization Act of 2002 and any subsequent amendments.

Certification- A written statement of professional opinion based upon knowledge and belief.

Closure- The termination of the receiving, handling, recycling, treatment, or disposal of solid waste at an approved site, and includes all operations necessary to close and reclaim a solid waste management unit or facility and prepare the facility for post-closure maintenance. Closure shall be conducted in conformance with applicable Tribal Titles and federal regulations or criteria. Closure actions may include, but are not limited to, sloping filled areas to provide adequate drainage, applying final cover, providing erosion control measures, grading and seeding, installing monitoring devices, constructing surface water control structures, installing gas control systems, and measures necessary to secure the site.

Collection- The gathering of solid or hazardous waste at the place of generation by an approved collection agent, and transfer to a transfer station or the place of final utilization, reuse, or disposal.

Commercial waste- All solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, no matter what the ownership structure, excluding residential waste, industrial waste, and special waste.

Construction and demolition waste- Inert refuse, materials and rubble associated with the construction, remodeling, and repair or dismantling of such objects as roads, buildings, or similar structures.

Controlled substance- Any imminently hazardous chemical substance or mixture with respect to which the EPA Administrator has acted pursuant to Section 7 of the Toxic Substances Control Act (15 U.S.C. 2601 et seq.).

Days- Calendar days unless otherwise stated in this Title. Business days are Tribal government business days.

Demolition waste- Solid waste, largely inert waste, resulting from the demolition of or razing of buildings, roads, and other man-made structures.

Discharge- The accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, injecting, or dumping of waste into or on any land or water.

Disposal- The discharge, abandonment, deposit, injection, dumping, spilling, leaking, or placing of any solid or hazardous waste into or on any soil, air, or water, intentional or otherwise.

Disposal Site- A site, location, tract of land, landfill site, or premises used or intended to be used for partial and or total waste disposal.

Facility- All contiguous land and structures, other appurtenances, and improvements on land which include one or more solid waste management units, such as a transfer station, solid waste storage building, a solid waste processing system, a resource recovery system, an incinerator, a surface impoundment, a surface waste pile, a land treatment area, or a landfill. A facility may or may not be used solely for solid or hazardous waste management.

Fee- The monetary charge for the permitting, collection, transportation or disposal of solid waste or hazardous waste.

Garbage- Putrescible material including, but not limited to, rejected animal, fruit and vegetable wastes resulting from the use, handling, preparation, cooking and consumption of food or storing of meat, fish, fowl, fruit or vegetables, including wastes from markets, storage facilities, and processing plants.

Groundwater- Water occurring in the zone of saturation in an aquifer below the land surface in a geologic unit in which soil pores are filled with water and the pressure of that water is equal to or greater than atmospheric pressure.

Hazardous Substance- Any substance designated pursuant to section 311(b)(2)(A) of the Clean Water Act (CWA); any element, compound, mixture, solution, or substance designated pursuant to Section 102 of CERCLA; any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (SWDA) (42 U.S.C. § 6901 et seq.); any toxic pollutant listed under section 307(a) of the CWA; any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. § 7412 et seq.); and any imminently hazardous chemical substance or mixture with respect to which the U. S. EPA Administrator has taken action pursuant to Section 7 of the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.).

Hazardous Wastes- Solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical, or infectious characteristics may:

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- a) Pose a substantial present or future hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise mismanaged, as determined by the FSST; or
 - b) Meet the specifications, description or listing as a hazardous waste in 40 CFR Part 261 pursuant to Section 3001 of the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), as amended.

Industrial waste- Waste may include, but is not limited to, residues or spills of any industrial or manufacturing process and waste resulting from the following: fertilizer/agricultural chemicals; inorganic chemicals; leather and leather products; organic chemicals; plastics and resins manufacturing; plastic, resin, fiberglass, or carbon-fiber based products; textile, or textile product manufacturing; transportation equipment; petroleum refining; oil and gas exploration and extraction; other mineral extraction; and the combustion of municipal waste or regulated infectious waste.

Inert waste- Non-putrescible solid waste which will not generally contaminate water or generate a contaminated leachate. Inert waste does not serve as food for vectors. Inert waste includes but is not limited to: construction and demolition material such as metal, wood, bricks, masonry, and cement concrete; asphalt concrete; and tree branches.

Infectious waste- Medical waste that contains any disposable equipment, instruments, utensils, human tissue, laboratory waste, blood specimens, or substances that carry pathogenic organisms from rooms of patients who have been diagnosed or are suspected of having a communicable disease; disposable substances that carry pathogenic organisms; and surgical operating room pathogenic specimens or substances that carry pathogenic organisms.

The following do not constitute infectious waste:

- 1) Hazardous waste;
- 2) Household waste or household-type waste generated in a facility;
- 3) Ash from incineration of regulated medical waste;
- 4) Residues from treatment and destruction processes once the waste has been both treated and stored;
- 5) Human corpses, remains, and anatomical parts that are intended for interment or cremation;
- 6) Etiologic agents being transported interstate pursuant to applicable shipping requirements;
- 7) Samples of regulated medical waste transported off-site for enforcement purposes by the United States Environmental Protection Agency, the State, or the Tribe; and
- 8) Animal carcasses or body parts that result from the diagnosis and treatment of animal diseases.

Integrated Solid Waste Management Plan (Integrated Plan)- The Plan adopted by the FSST Executive Committee for the management of solid waste that defines the objectives, goals, procedures, responsibilities, and present and future management of the Solid Waste Management Program.

Institutional Controls- Temporary or long-term restrictions on the use of a site or property established by the Executive Committee and/or the appropriate responsible governmental entity or entities due to actual or potential existing levels of hazardous substances, pollutants or contaminants in soils, water or groundwater above background.

Junk- Materials which will not be utilized if not collected and processed for reuse or recycling, including but not limited to mean, lead scrap, copper, brass, iron, steel, rope, wire, glass, rags, paper, trash, rubber, debris, demolition waste, abandoned mobile homes or trailers, dismantled or wrecked vehicles,

untaxed, untitled or unlicensed vehicles or parts thereof; and other old scrap ferrous or nonferrous materials.

Landfill- An area of land or an excavation in which wastes are placed for permanent disposal, and that is not a land treatment unit, surface impoundment, injection well, or waste pile.

Land treatment- The controlled application of solid waste, excluding application of animal manure, into the surface soil to alter the physical, chemical, and biological properties of the waste.

Leachate- Liquid that has passed through waste or emanating from land disposal cell or solid waste and contains soluble, dissolved, suspended, miscible materials and/or microbial contaminant waste products from the solid waste.

Liquid- Any material that when put into an ordinary paint filter, some part of which will pass through the filter.

Litter- Any discarded, used, or unconsumed substance or waste, including any garbage, trash, refuse, debris, rubbish, grass clippings or other lawn or garden waste, newspaper, magazines, glass, metal, plastic, or paper containers or other packaging construction material, abandoned motor vehicle, motor vehicle parts, furniture, oil, carcass of a dead animal, any nauseous or offensive matter of any kind, any object likely to injure any person or create a traffic hazard, or anything else of an unsightly or unsanitary nature, which has been discarded, abandoned or otherwise disposed of improperly;

Littering- The improper disposal, depositing, release, leaking or placing of any solid waste or junk by any person, acting on his own or on behalf of a firm, corporation governmental subdivision or agency in any location, other than an approved solid waste collection, storage, treatment or disposal container or area within lands subject to the jurisdiction of the FSST.

Manufactured home- A structure, transportable in one or more sections, which is eight feet or more in width or forty feet or more in length in the traveling mode, or is three hundred twenty or more square feet when erected on a site; which is built on a permanent chassis and designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities; and which contains in it the plumbing, heating, air conditioning and electrical systems. The term includes any structure which has been certified by the secretary of housing and urban development as having complied with the National Manufactured Housing Construction and Safety Standards Act of 1974 as amended and in effect on January 1, 1984 (Also see Mobile home).

Medical waste- See Hospital or Medical Wastes

Mobile home- A movable or portable unit, designed and constructed to be towed on its own chassis (comprised of frame and wheels), and designed to be connected to utilities for year-round occupancy. The term includes:

- a) Units containing parts that may be folded, collapsed, or telescoped when being towed and that may be expanded to provide additional cubic capacity; and
- b) Units composed of two or more separately towable components designed to be joined into one integral unit capable of being separated again into the components for repeated towing (See Manufactured home).

Motor Vehicle Salvage Yard- See Automobile Salvage Yard

Nuisance- Any act or condition created by a person(s) which results in an inconvenience to or affects the health of the public as determined by the Director of the DNR.

Oil product- Any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude, processed crude petroleum, residue from crude petroleum, cracking stock, un-cracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casing head gasoline, natural-gas gasoline, kerosene, benzene, wash oil, waste oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

Open burning- The burning of solid waste in an open area, field, pile, or in any other uncontrolled manner.

Open dump- Any disposal site that is not in full compliance with this Title and 40 CFR Part 257 or 258, as amended.

Operator- The person responsible for the overall operation of a facility or part of a facility.

Owner- The person who owns a facility or part of a facility and/or the property owner.

Person- Any individual, firm, association, partnership, limited liability company, political subdivision, government agency, municipality or other governmental subdivision, or governing or managing body of any municipality, governmental subdivision or public agency, industry, public or private corporation, trustee, estate, receiver, agent, assignee or any other legal entity whatsoever, except the FSST as a sovereign entity.

Pesticide- Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant, or desiccant.

Petroleum-contaminated soils- Any soils containing an oil product, petroleum product, produced oil, crude oil, or other oily wastes.

Pile- Any non-containerized accumulation of solid, non-flowing hazardous waste that is used for treatment or storage and that is not a containment building.

Pollutant or contaminant-

- a) Any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations, in such organisms or their offspring. The term pollutant or contaminant shall also include a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802 et seq.)) and petroleum or petroleum product; or
- b) Pollutant or contaminant also means any pollutant or contaminant that may present an imminent and substantial danger to the environment, public health or welfare of the Tribe or any person within lands subject to the jurisdiction of the FSST.

Pollution-

- a) the condition caused by the presence in or on soil, air, or water of any solid waste, hazardous waste, or substance derived there from in such quantity, of such nature and duration, or under such condition that the quality, appearance or usefulness of the soil, air, or water is significantly degraded or adversely altered; or
- b) contamination of the environment to a measurable degree and adverse nature, including but not limited to hazardous substances pollutants or contaminants (as defined in Section 101(14) and (33) of CERCLA, 42 U.S.C. § 9601 et seq.); hazardous waste (as defined in the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq. and 40 CFR Part 261), a controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. § 802 et seq.); petroleum or petroleum byproducts or other toxic organic waste or toxic chemicals.

Premises- A tract or parcel of land with or without habitable buildings.

Putrescible- Organic matter that is capable of being decomposed by micro-organisms and that can result in the formation of foul-smelling products.

RCRA- The Resource Conservation and Recovery Act of 1976, an amendment to the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.

Recyclable material- A solid waste material that has been segregated for recycling or converted into a raw material, substitute for a raw material, or a commodity.

Recycling- Collecting, sorting, or recovering material that would otherwise be solid waste and performing all or part of a method or technique, including processing, to create a recyclable material.

Refuse- See Solid Waste.

Release- Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant). Release also means threat of release. The normal application of fertilizer is excluded.

Sanitary landfill- A tribally approved, permitted, and 40 CFR Part 257 and 258 compliant, land disposal facility at which solid waste is disposed.

Sludge- Any solid, semi-solid or liquid waste consisting of a mixture of solids and water, oils, or other liquids generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility or any other such waste having similar characteristics and effects.

Solid waste- Any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, oil and gas exploration or production, mining or mining ore beneficiation activities and from community activities, solid or dissolved materials in domestic sewage or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended to January 1, 2011, or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended to January 1, 2011.

Solid Waste Management Facility- A commercial, governmental, institutional, or Tribal facility which is authorized by the FSST to accumulate, store, treat, transfer or otherwise manage solid waste other than in approved solid waste collection containers or boxes or areas.

Source control- The construction or installation and start-up of those actions necessary to prevent the continued release of hazardous substances or pollutants or contaminants (primarily from a source on top of or within the ground, or in buildings or other structures) into the environment.

Special waste- Solid waste that is not a Hazardous Waste as defined herein and is:

- a) Solid waste that causes corrosion or decay or otherwise reduces or impairs the integrity of containment structures or storage container
- b) Solid waste that, if mixed or commingled with other solid waste, produces violent reaction, heat, pressure, fire or explosion, toxic by-products, reaction products, or otherwise poses a threat to the health and safety of solid waste workers, handlers and/or transporters, that require a higher level of containment, is a hazardous material, or impairs the integrity of containment features;
- c) Solid waste that otherwise requires specific storage, management, transportation, or disposal requirements to protect public health or the environment; or
- d) Solid waste that is prohibited from disposal at available solid waste disposal facilities.

Such a waste can be designated by the DNR as a Special Waste and may require special storage, management, transportation, or handling.

Storage- The confining, containing, holding, or stockpiling of solid waste for a limited period prior to collection, treatment, transportation, utilization, processing, recovery, or final disposal.

Surface impoundment- A human-made excavation, diked area, or natural topographic depression designed to hold an accumulation of solid waste which is liquid, liquid bearing, or sludge for containment, treatment, or disposal. Examples of surface impoundments are holding, storage, settling, and aeration pits, ponds, and lagoons.

Tank- A stationary device, designed to contain an accumulation of waste which is constructed primarily of non-earthen materials (e.g., wood, concrete, steel, or plastic) which provide structural support.

TENORM- Technically Enhanced Naturally Occurring Radioactive Material

Transfer station- A temporary holding facility for solid waste for interim collection and transfer to a landfill or other facility.

Transporter- Any person, contractor, or facility operator who transports solid waste to solid waste facilities on or off the Reservation.

Treatment- Any method, technique, or process including neutralization designed to change the physical, chemical or biological character or composition of a solid or hazardous waste or leachate to neutralize or render such waste or leachate amendable for safe transport, amendable for safe recovery, amendable for safe storage or disposal or reduced in volume. Such term includes any activity or processing designed to change the physical form or chemical composition of hazardous waste to render it non-hazardous. The term does not include resource recovery.

Used oil- Any oil that has been refined from crude oil, or any synthetic oil, that has been used and because of such use is contaminated by physical or chemical impurities.

Vector- A living animal, insect or other anthropoid which transmits or can transmit an infectious disease from one organism to another.

Waste pile- Any non-containerized accumulation of non-flowing solid waste.

White Good- Any household appliance, including but not limited to, refrigerators, freezers, stoves, and ranges, cook top burners, air conditioners, washers, dryers, space heaters, swamp coolers, hot water heaters and furnaces.

CHAPTER 8 - REFERENCES

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APPENDIX A - PERMIT APPLICATION

**Flandreau Santee Sioux Tribe
Permit Application**

DNR
FLANDREAU
SANTEE SIOUX
TRIBE

PERMITTEE INFORMATION

Permittee: (Print clearly)

Signature of Permittee / Date

Physical Address or Legal Description

Mailing Address of Permittee

City / State / Zip of Permittee

Contact Number

PART A OF PERMIT:
Fill Out and Return to the FSST Brownfields Program

If a Permit is denied by DNR, it will be referred to the Executive Committee for final action:

By applying for this permit, you agree to the terms in this Permit and conditions regarding location.

LANDOWNER INFORMATION

Name of Land Owner (Print clearly)

Mailing Address of Land Owner

City / State / Zip of Land Owner

Permit Requested: (Please Check)

- Commercial Motor Vehicle Salvage Yard
- Commercial Waste Collection and Transportation
- Construction Waste Management
- Demolition Waste Management (structures greater than 100 sq.ft.)
- Waste/Used Oil Collection and Storage
- Open Burning
- Septic Waste Pumping and Hauling
- Used or Scrap Tire Storage
- Prime Contractor Waste Management Permit Fee

For a complete list of wastes which are not solid wastes and for solid wastes which are not hazardous wastes, refer to 40 CFR 261.4.

Flandreau Santee Sioux Tribe
Brownfields Program

DNR
FLANDREAU
SANTEE SIOUX
TRIBE

Activity Log or Permit

Date	Location, Activity, Etc.

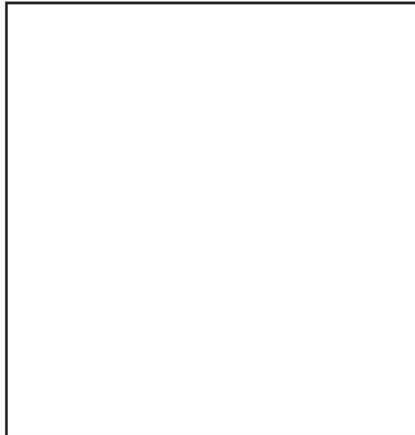
THIS IS YOUR LOG
PART B

Please keep this for your records and make available upon request by DNR

Who to Contact for more Information:

Flandreau Santee Sioux Tribe
Brownfields Program
Program Coordinator:
Elizabeth Wakeman
Phone: 605-997-3891 ext. 1011
Email: elizabeth.wakeman@fsst.org

We appreciate your comments or feedback. Please write below.



Flandreau Santee Sioux Tribe
Brownfields Program ATTN: Elizabeth Wakeman
PO Box 283
603 W. Broad Avenue
Flandreau, SD 57028

Per title Section 16-6-3(a)
Waste Management Permit Fees
The Executive Committee, upon recommendation of DNR, will set fees by resolution, which will be published in the Integrated Management Plan, which is reviewed annually by the Land Committee and Executive Committee, The fees will be commensurate with costs to issue and monitor activities undertaken by the permit.

FIRST CLASS
POSTAGE
REQUIRED

APPENDIX B - WASTE HAULING AGREEMENT WITH ENG SERVICES

SOLID WASTE HAULING AGREEMENT

This agreement made and entered into this ____ day of February, 2010, by and between Eng Services, of 220 E. 2nd Avenue, Flandreau, SD 57028, hereinafter referred to as "**Contractor**" and the Flandreau Santee Sioux Tribe, hereinafter referred to as "**Tribe**", Witnesseth:

1. Definitions of Terminology. When used in the Solid Waste Hauling Agreement, the following definitions of terminology shall apply:

- a. **Garbage** shall mean and include every accumulation of animal, vegetable or other matter that attends the preparation, consumption, display, use or storage of organic matter, including the can, container or wrapper wasted along with such matter.
- b. **Household refuse** shall mean and include such items as garbage, sweepings, cleanings, trash, litter and domestic solid waste. Household refuse shall not include any household hazardous waste, as defined by state or federal regulations.
- c. **Yard debris** shall include such items as grass, lawn clippings and leaves.
- d. **Family domestic unit** is defined as any single independent family unit, irrespective of the number of persons constituting such family, but shall not include a situation where one or more independent families may be living together in any single residence or abode, but in such situation, each of such independent families shall be deemed and regarded as a separate and distinct family domestic unit.

Each independent family unit living in multiple dwelling residences, apartment houses, or any type of residence, including trailer houses, shall each be deemed a family domestic unit for the purpose of this definition, a rooming house that supplies lodging for hire and which does not serve meals, shall be deemed one family domestic unit for the purpose of this definition.

e. **Tribe or FSST or FSST Executive Committee** shall have similar meaning throughout this Agreement as the Flandreau Santee Sioux Tribe, a Federally Recognized Indian Tribe.

2. Term of Agreement. The **Contractor** shall, in and for the consideration hereinafter stated, collect all garbage and household refuse from all single-family and multiple-family residences, including mobile homes, within the corporate limits of the City of Flandreau, South Dakota. Said collection shall be in compliance with the Specifications for Solid Waste Hauling Agreement, and are expressly made a part of this Agreement.

The following terms and conditions shall be incorporated into a three (3) year agreement commencing February ____, 2010 and terminating on January ____, 2013, with the option to extend the agreement for an additional consecutive three (3) year period subject to terms agreed upon by both parties.

The **Contractor** is required to deposit collections in the Brookings City Sanitary Landfill in Brookings, South Dakota. The **FSST** shall pay the **Contractor** the basic amount of \$10.90 (bid price) per month for each family domestic unit to be served by the **Contractor**.

Commercial Rates on all Non-Household refuse shall be \$_____ per month.

3. Form of Payment. The **Contractor** shall invoice the City monthly based on the total number of units the **Tribe** bills for garbage services to the Tribal utility customers each month. The total number of units will be multiplied by the accepted per-unit bid amount and then a fuel

escalation/de-escalation adjustment will be factored in to determine the total invoice.

4. Collection Schedule. The **Contractor** shall collect solid waste from residential customers and the Tribe one time per week. For purposes of this Agreement, the quantity and content of each collection and the containers to be used by the residents will be as provided for in the **Tribal** ordinance. In the event the **Contractor** elects not to make collections on holidays, an alternate date for collection shall be made known to all customers in advance by publishing a notice of an alternate collection date in the **Tribe's** designated official newspaper at least one week prior to the time scheduled for such an alternate collection date. The **Contractor** shall be allowed to collect only between the hours of 5:00 a.m. and 7:00 p.m., Monday through Saturday unless the **Tribe** grants special permission. Prior to commencement of business the **Contractor** shall publish at its expense in the **Tribe's** designated official newspaper publication and submit to the **Tribe** information advising the general public of its collection routes and day of the week designated for those routes if different from existing schedules. The information advising the general public of collection routes, etc. will be published annually during the term of the agreement at the **Contractor's** expense.

5. Routes, Collection Points, and Construction. The **Contractor** shall submit a proposed route map to the Flandreau Santee Sioux Tribe and the **FSST Executive Committee** shall approve said map and accept the routes established thereby unless the same are deemed unreasonable by a majority vote of the **FSST Executive Committee**. The **Contractor** shall be required to collect refuse only at such collection points and from such containers as are specified by **FSST Tribal** ordinances.

Any approved route changes at **Contractor's** request shall be published at **Contractor's** expense, at least two (2) weeks prior to the change. The **Tribe** reserves the right to improve any streets or alleys and to the extent that construction of such improvements may prevent the **Contractor** from traveling its accustomed collection routes, the **Tribe** will not be responsible for paying any additional compensation for such inconvenience.

6. Compliance with Landfill Regulations. **Contractor** shall transport all solid waste collected to a disposal site approved by the **FSST Executive Committee** which disposal site shall be approved by the South Dakota Department of Environment and Natural Resources. Currently, the disposal site is located at Brookings, South Dakota. **Contractor** shall comply with all terms and conditions of the Brookings City Sanitary Landfill at Brookings, South Dakota including obtaining the necessary licenses to operate as a solid waste hauler. The **FSST** reserves the right to change disposal sites at any time during the course of the agreement and in consideration therefore, **Contractor** shall be entitled to additional compensation if the site is located at a distance further than the current disposal site at Brookings.

7. Containers. **Contractor** shall only be required to accept refuse from single-family and multiple-family residences, including mobile homes, within the corporate limits of the **FSST** when they are in containers approved by the **Tribe**. The maximum number of containers allowed per resident shall be three (3) containers with each container not to exceed thirty (30) gallons. When leaving the collection point, the **Contractor** shall replace the container in approximately the same location and position as it was when he picked it up. Extra care shall be taken in the loading and transportation of refuse so that none of the material to be collected is left on private property, public property or the streets. The **Contractor** shall be responsible for removing any refuse spilled by the **Contractor** from any private or public property within four (4) hours after receiving notice from the **Tribe** to remove said refuse. If the refuse is not removed within the time limit specified above, the **Tribe** may clean the property and deduct the cost from its monthly payment to the **Contractor**.

8. Collection of Fees. **Contractor** understands that the **Tribe** is charging and collecting fees from single-family and multiple-family residences, including mobile homes for one scheduled weekly collection of solid waste. **Contractor** shall not be entitled to additional

compensation from said customers in the **Tribe** for this weekly collection of solid waste.

9. Employees. The **Contractor** shall provide all necessary labor, equipment and incidentals to satisfactorily complete and fulfill the collection job and related hauling and disposal work in a workmanlike and professional manner subject to the approval of the **Tribe**. **Contractor** shall be responsible for the payment of all wages earned by workers hired by the **Contractor** and **Contractor** shall not engage in discriminatory hiring practices. **Contractors** shall provide worker's compensation coverage for all employees and shall provide **Tribe** with proof of said coverage throughout the term of this agreement.

10. Liability Insurance. The **Contractor** shall provide and maintain in full force and effect during the entire term, and if applicable, extended term of this agreement, public liability insurance with the **Tribe** named as an additional insured. Such insurance shall provide a limit of not less than \$500,000.000 per occurrence and an annual aggregate limit of not less than \$1,000,000.00. **Contractor** shall also provide and maintain regular **Contractor's** property damage liability insurance providing for a limit of not less than \$500,000.00 per occurrence and an annual aggregate limit of not less than \$1,000,000.00. The insurance policy shall contain a provision requiring that notice of cancellation be provided to the **Tribe** as well as the policyholder. **Contractor** shall file a copy of the insurance policy with the **Tribe** upon execution of this agreement and once said policies are renewed on an annual basis.

11. Performance Bond. The **Contractor** shall furnish a Performance Bond in the amount of \$50,000 as security for the faithful performance of this agreement, which bond shall remain in full force and effect during the first twelve (12) months of the agreement. Thereafter during the term of this agreement, said bond shall be renewed at the option of the **Tribe**, and the **Tribe** shall give notice of any such requirement to the **Contractor**.

12. Indemnification. The **Contractor** shall guarantee, save harmless and indemnify the **Tribe** of and from any and all losses, damages, claims, suits, judgments and recovers which may be asserted or made or which may arise or be had, brought against the **Tribe** by reason of any of the foregoing claims, except which are caused by the existence of disposal sites at the locations specified or contemplated in the agreement. The **Contractor** shall immediately appear and defend the **Tribe** at its own costs and expense against any said claim.

13. Assignment of Contract. No assignment or subletting of the Agreement shall be permitted without prior authorization of the **Tribe**. **Contractor** shall be responsible for full and faithful performance of the agreement.

14. Compliance with Ordinances. The **Contractor** shall be aware of all pertinent **Tribal** ordinances and will comply with said ordinances, **Contractor** hereby agrees to comply with all terms and conditions set forth by the **Tribe** and to comply with the terms and conditions of the ordinances established from time to time by the **Tribe** or such other governmental agency responsible for regulating the site at which the **Tribe** determines it appropriate for the disposal of solid waste.

15. Fuel Escalator/De-escalator. If the average monthly diesel fuel price per gallon falls below or exceeds the cost per gallon threshold, as determined prior to soliciting bids and according to the schedule listed below, then a fuel adjustment will be made to the **Contractor's** monthly invoice to the **Tribe**. In determining whether a fuel adjustment will apply, the **Tribe** will reference the AAA's Daily Fuel Gauge Report on-line on the 1st business day of each month to obtain the Sioux Falls, South Dakota diesel market price

for that day.

Fuel Escalator / De-escalator Schedule of Adjustments

Price Range per gallon	Fuel Escalator / De-Escalator
\$1.71 to \$1.95	-3%
\$1.96 to \$2.20	-2%
\$2.21 to \$2.45	-1%
\$2.46 to \$2.70	* None
\$2.71 to \$2.95	+1%
\$2.96 to \$3.20	+2%
\$3.21 to \$3.45	+3%
\$3.46 to \$3.70	+4%
\$3.71 to \$3.95	+5%

*Actual threshold will be determined September 1st, 2009 AND escalation / de-escalation levels to be adjusted accordingly.

16. Landfill Costs. At the time of entering into this agreement, the following charges were being made at the Brookings City Sanitary Landfill:

Waste material is \$ 41.00 per ton. The minimum fee is \$ 5.00 based upon 250 pounds or less.

17. In the event that the **Contractor's** expenses are increased or decreased on the account of an increase or decrease in the charged for depositing material at the landfill, the **Tribe** and Contractor may negotiate an adjustment in the price for that increase or decrease. Such adjustment shall be limited to the actual increase or decrease.

18. Binding Effect. This agreement shall be construed according to the laws of the State of South Dakota and shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

CONTRACTOR:
ENG SERVICES

FSST:
FLANDREAU SANTEE SIOUX TRIBE

By: _____
Dale Eng

By: _____
Joshua O. Weston, President

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF MOODY)

On this ____ day of February, 2010, before me, _____, the undersigned officer, personally appeared Dale Eng, who acknowledged himself to be the _____ of Eng Services, and that he, as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Eng Services by himself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public – South Dakota
My Commission Expires: _____

(SEAL)

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF MOODY)

On this ____ day of February, 2010, before me, _____, the undersigned officer, personally appeared Joshua O. Weston, who acknowledged himself to be the President of Flandreau Santee Sioux Tribe, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Flandreau Santee Sioux Tribe by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public – South Dakota
My Commission Expires: _____

(SEAL)

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