

Introduction



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Introduction to the Yurok Tribe

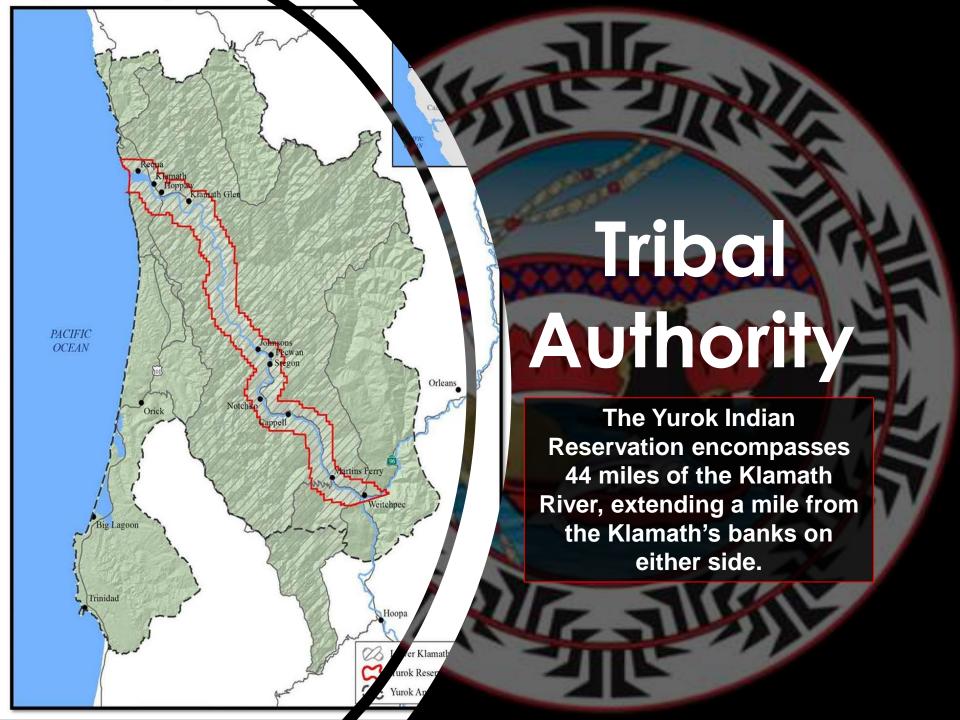
Yurok Tribe Mission

The mission of the Yurok Tribe is to exercise the aboriginal and sovereign rights of the Yurok People to continue forever our Tribal traditions of self governance, cultural and spiritual preservation, stewardship of Yurok lands, waters and other natural endowments, balanced social and economic development, peace and reciprocity, and respect for the dignity and individual rights of all persons living within the jurisdiction of the Yurok Tribe, while honoring our Creator, our ancestors and our descendants.

Yurok Tribe: Today

The Yurok Tribe is currently the largest Tribe in California, with more than 5,000 enrolled members. The Tribe provides numerous services to the local community and membership with its more than 200 employees. The Tribe's major initiatives include: the Hoopa Yurok Settlement Act, dam removal, natural resources protection, sustainable economic development enterprises and land acquisition.





Land Acknowledgement





The 5 W's of Enforcement & Code Development

WHO?

Who is affected?

WHAT?

What is the goal?



WHEN?

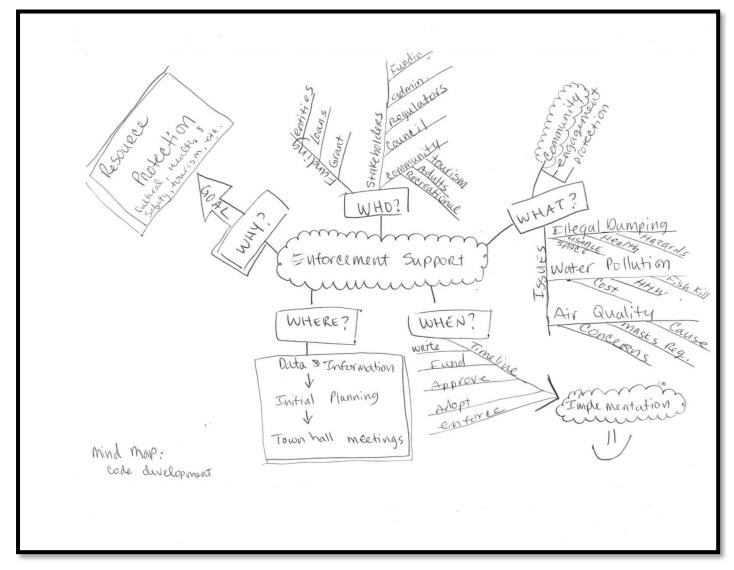
When do you need the harm to cease?

WHERE?

Do you have jurisdiction?

Key to Success: Take a Whole Community Approach.
*Explanation slides found at the end of the presentation.

BRAINSTORMING: Answering the W's







Protecting Our People









Preserving Our Resources





Mind Break: Fun Facts

How long does it take for this material to decompose?



...Or Not So Fun Facts

How long does it take for this material to decompose?



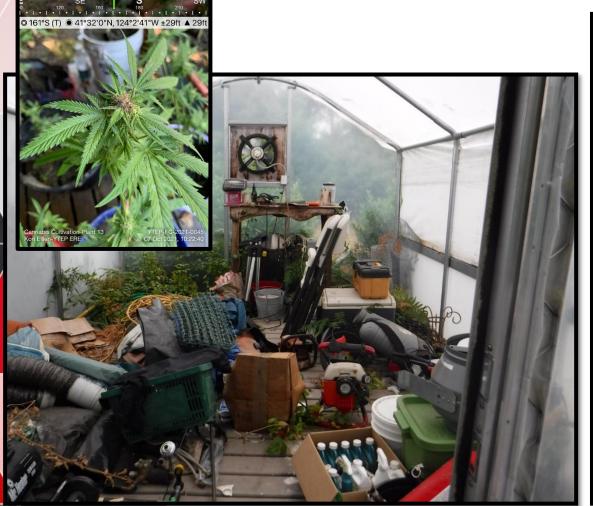
- Illegal Dumping
- Illegal Marijuana Cultivation
- Neglected Autos (Vehicle Collectors)
- Improper Disposal
- Hazardous Waste







Illegal Dumping











Hazardous Waste

		Drana	ete Ouenas Informatio	-	-
		Prope	rty Owner Information Legal Name	M	1
First			Middle	Last	100
					5.0
		V	ehicle Information		
Latitude	Longitu	do	Location APN#	Community	
Lautude	Longitu	ue	Arina	Community	25
		L	ocation Comments	*	D. 6
			Description		E/4
Make 1.	Model	Year	License Plate	Vehicle Identification Number	2
2.		-			
3.					
4.					E.
5.			scription Comments		-
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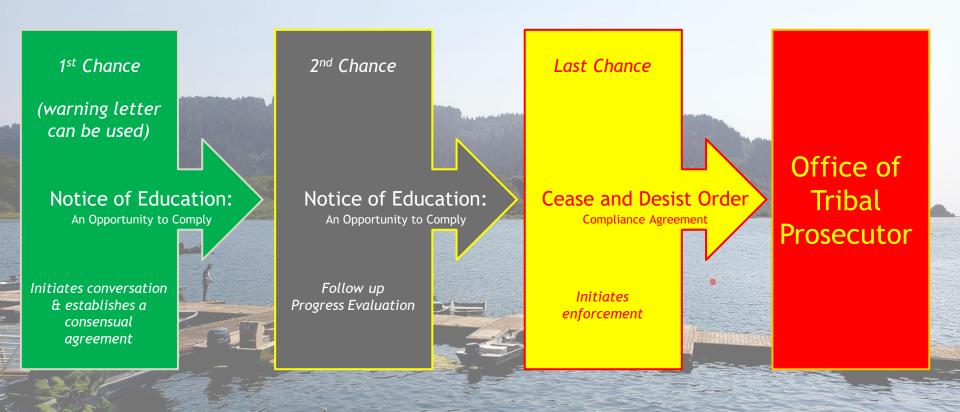


Neglected Autos



Using Culture: Education Based Enforcement





Education Notices



190 Klamath Boulevard • Post Office Box 1027 • Klamath, CA 95548

August 6, 2021

[Responsible Party] [Mailing Address] [Mailing Address]

Dear [Responsible Party]:

On [Date of Findings], an illegal dumping environmental compliance investigation was conducted by the Yurok Tible Environmental Program (YTEP) on Highway 169, Klanath, CA 95548. During the investigation, YTEP retrieved of two pieces of mail addressed to you from the illegally dumped tash.

Pursuant to Yurok Tribal Code, Title 2I, Environmental Protection, Chapter 21.40, Illegal Dumping, you are hereby notified that the aforementioned name-labeled property is sufficient prima facie evidence for the issuance of a citation for violation of the Illegal Dumping Ordinance, which prohibits open disposal of wastes onto lands within the Reservation. The fine for violation of this ordinance is \$500 per instance for the first offense.

In lieu of issuing you a citation, we would like to give you the opportunity to cease illegal dumping activities and comply. The purpose of chapter 21.40 is to establish a Yurok Taibal law prohibiting the open disposal, dumping, depositing, burying (other than small, residential compost piles of nonhazardous, organic materials produced on the premises and being tended for use as fertilizer) or unpermitted burning of any waste materials whatsoever on any lands or in any wastes of the Yurok Reservation, in order to end the public health hazard being perpetuated by numerous individuals known and enknown to the Yurok Taibe, and, by binging about the cessation of the illegal dumping, to hereby stop the resultant pollution of the soils, streams, ground water, and the Klamath River itself, which in turn has endangered the natural environment and the fishery resources belonging to all of the Yurok Taibe.

Should the Tribe find additional name-labeled property bearing your name during any future illegal dumping investigations, the Tribe may issue you a citation. This letter serves as a letter of warning.

Respectfully,

Environmental Director Yurok Tribe Environmental Program

Enclosure



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YUROK TRIBE ENVIRONMENTAL DEPARTMENT

190 Klamath Boulevard • Post Office Box 1027 • Klamath, CA 95548

Notice of Education: An Opportunity to Comply

We would like to take this opportunity to remind you that the dumping of waste materials, as defined by Yurok Tribal Code, Title 21 Environmental Protection, Chapter 21.40 Illegal Dumping, is prohibited. Through the efforts of the Yurok Triba and informed people like you, we can work together to keep the Yurok Reservation a clean, attractive, healthy and safe place for visitors and residents.

Dumping of waste materials, even the smallest item, endangers our environment, our wildlife and our economy. Dumping of waste materials in our "own backyard" can jeopardize property value, public health, tourism and/or the environment. We're here to help you become a better partner so that we can stop likegal dumping of waste materials on the Yurok Reservation.

Any person responsible for illegal dumping on the Yurok Reservation may be prosecuted before the Yurok Tribal Court pursuant to the struplations set forth in Yurok Tribal Code, Title 21 Environmental Protection, Chapter 21.40 Illegal Dumping. A container site has been established in Klamath to receive and appropriately handle the waste materials and recyclables brought there for proper permitted disposal. It is the sole responsibility of the waste material generator to dispose of waste materials property.

You are advised that this Notice serves as the first step in the enforcement process, and gives you 15 days to show progress towards compliance with Yurok Tribal Code, Title 21 Environmental Protection, Chapter 21.40 Illegal Dumping.

Observation Information

Date			Time		Inspector	Officer	
			ъ.	777 D .			
T71			Middle	sible Party		T	
Fire	First		Middle		Last		
			Ι,	cation			
Physical Addre	ss		1.2		Address Type	Ι	
Latitude			APN#			Community	
						•	
	•		Environmental (oncern(s) I	dentified		
Abandoned au		Pe	sticide containers	M	edical wastes	Yard/green wastes	
Abandoned tra			ectronics		unicipal solid waste	Hazardous waste	
Animal carcass	es	Fh	uorescent light bulbs	Sc	rap tires	Surface waste	
Appliances/white goods		Fu	Furniture		wage sludge	Buried waste	
Appliances/wh	nte goods						
Appliances/wh Construction w		Le	ad acid batteries		aste oil	Other:	
		Le		ments	aste oil	Other:	
	raste le Violation		Con	ments		Other: sapter 21.40 Illegal Dumping Date	
Construction w	raste le Violation	Yuro	Con k Tribal Code, Title i	ments	rmental Protection, CF	sapter 21.40 Illegal Dumping	
Construction w	le Violation	Yuro	Con k Tribal Code, Title : Enforces	21 Environ	rmental Protection, CF	papter 21.40 Illegal Dumping Date	
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Construction w Yurok Tribal Coc Inspector Signate	le Violation ure	Yuro	Con k Tribal Code, Title : Enforces ply Date Issued	21 Environ	urnental Protection, Cl Signature ix Follow Up D	papter 21.40 Illegal Durnping Date ate	

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Addressing Neglected Autos

			e Environmental Depai e Surrender I	Form
300				Reset Form
		Prope	erty Owner Informati Legal Name	on
First			Middle	Last
			ehicle Information	
			Location	
Latitude	Lon	gitude	APN#	Community
			Location Comments	
Make	Model	Year	Description License Plate	Vehicle Identification Number
1. IVIAKE	Model	rear	License Plate	venice identification Number
2.				
3.				
4.				
4. 5. Vehicle Removal Fee	1	D	escription Comments	
Vehicle Removal Fee wrok Tribe, forfeitir ehicle(s), for the fee hat all information s o indemnify and hole ction of any kind or in indersigned's propert lamages, orders, judg	g further clai listed, payable tated above is I harmless the N nature resulting	m to the verby me	hereby voluntarily sur hicle(s). I authorize and to dispose of th rect and understand ti m and against any an onnection with the Yu esulting losses, costs, 6 tion herewith.	render and release the vehicle(s) above to the the Yurok Tribe, or designee, to move the vehicle(s) as the Yurok Tribe sees fit. I certif, hat my signature is binding. I hereby agree I all potential claims, demands, or causes of rok Tribe's removal of the vehicle(s) from the expenses, reasonable attorney's fees, liabilities,
Vehicle Removal Fee urok Tribe, forfeitie ehicle(s), for the fee hat all information s o indemnify and hole ction of any kind or r indersigned's propert lamages, orders, judg	g further clai listed, payable tated above is I harmless the N nature resulting	m to the verby me	hereby voluntarily sur hicle(s). I authorize and to dispose of th to dispose of th to mand against any and onnection with the Yu cusulting losses, costs, e tion herewith. Date Date	the Yurok Tribe, or designee, to move the evehicle(s) as the Yurok Tribe sees fit. I certif, hat my signature is binding. I hereby agree I all potential claims, demands, or causes of rok Tribe's removal of the vehicle(s) from the
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"I, (Name), hereby voluntarily surrender and release t he vehicle(s) above to the Yurok Tribe, forfeiting further claim to the vehicle(s). I authorize the Yurok Tribe, or designee, to move the vehicle(s), for the fee listed, payable by me (Name), and to dispose of the vehicle(s) as the Yurok Tribe sees fit. I certify that all information stated above is true and correct and understand that my signature is binding. I hereby agree to indemnify and hold harmless the Yurok Tribe from and against any and all potential claims, demands, or causes of action of any kind or nature resulting from or in connection with the Yurok Tribe's removal of the vehicle(s) from the undersigned's property and from and against any resulting losses, costs, expenses, reasonable attorney's fees, liabilities, damages, orders, judgments, or decrees in connection herewith."









WHO...

- Are we protecting?
- Does this code affect?
- Do we need to engage?
- Will provide funding?
- Are the signatory authorities?
- · Will enforce?

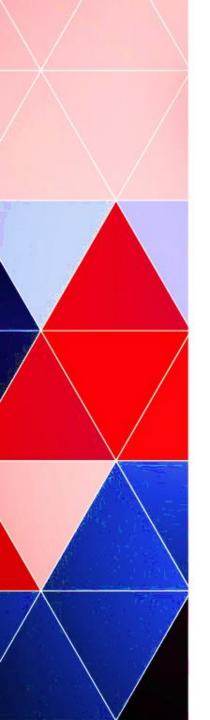
Who do you need support from?



WHAT...

- Are the environmental harms?
- Are we protecting?
- Are we wanting to accomplish?
- Are the penalties?
- Are the challenges?
- Is our timeline?

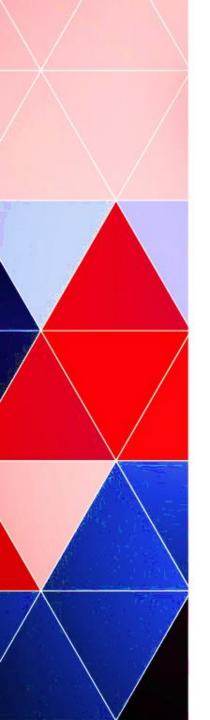
What is the purpose of the code?



WHEN...

- Will you follow up on the environmental harm?
- Will the public be involved?
- Will we receive funding?
- Will enforcement begin?

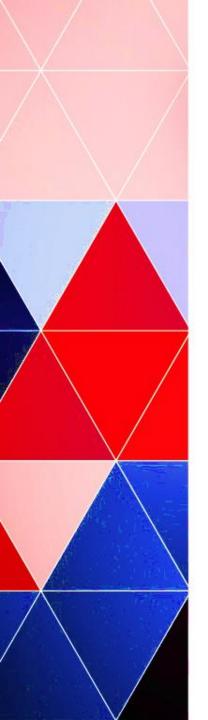
Set a timeline and stick to it.



WHERE...

- Is the environmental harm occurring?
- Is the supporting data?
- Will we focus efforts?
- Do we gain the knowledge needed to implement?
- Will the community go for questions, concerns or updates?

Where is the incident?



WHY...

- Are we dedicating resources to this?
- Are we needing a deadline?
- Are we asserting jurisdiction?

Why do we care?