

STATEMENT OF THE COUNCIL AND PEOPLE OF ENEWETAK  
BEFORE THE SUBCOMMITTEE ON INTERIOR  
HOUSE COMMITTEE ON APPROPRIATIONS

MAY 1, 1985

Views on the FY1986 Interior Department  
Budget and the Compact of Free Association

Mr. Chairman, members of the Committee, the people of Enewetak are represented this morning by a delegation made up of the Magistrate, Hertes John; the Senator, Ishmael John; the Iroij of Enjebi, John Abraham; the representative of the Iroij of Enewetak, Renton Peter; and the scribe of the Council of the People of Enewetak, Johnson Ernest. In addition, the group is accompanied by its interpreter, Mack Kaminaga, a counsellor in the office of the Micronesian Legal Services Corporation in Majuro. My name is David R. Anderson. I am a partner in the law firm of Wilmer, Cutler & Pickering, which represents the People and Council of Enewetak.

Each year, as we approach this meeting of this Committee, we do so with increasing concern that the transition from Territorial status to free association will be accomplished without making adequate provision for the continuation of existing government programs on Enewetak, or for adequate compensation for the claims of the Enewetak people arising out of the legacy of the nuclear testing conducted on Enewetak

*John Rudolph's Files E.H.*  
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Box 2 of 18

atoll by the United States government from 1947 to 1958. The concerns are real, and the time for addressing them diminishing as the day when the Compact of Free Association will be ratified comes closer and closer.

The first and most important concern, is that the United States adequately provide for the rehabilitation and resettlement of Enjebi, the residence island which is the traditional homeland of that part of the Enewetak population known as the Dri-Enjebi. This is the island in the northern part of the atoll where the United States conducted the majority of the nuclear explosions during the testing program. As a result, the clean up of Enewetak atoll conducted in the late 1970's was unable to make Enjebi safe for general habitation. Indeed, it is still off limits except for occasional visits to inspect the property, and perhaps for a picnic.

The Department of Interior, moreover, has recently announced that the planting program on the six coconut islands associated with Enjebi must be discontinued because the coconuts contain such high levels of radiation that they are neither suitable for human consumption, nor given the present state of the art, to be used commercially for copra production. This is a major set back to the plans for the resettlement and reuse of this part of the atoll. It is a matter which requires the urgent special attention of this Committee and the other committees of Congress with jurisdiction.

The problems caused by the inability of Dri-Enjebi to return to their traditional residential island are substantial, and are growing in intensity and need immediate attention. As part of the original plan to relocate the People of Enewetak on the atoll, it was agreed by both major groups in the population that everyone should live on Enewetak and the two smaller nearby residential islands of Japtan and Medrin until Engebi could be resettled. The United States built the homes and community facilities necessary for this purpose. Because of the crowding this has caused on Enewetak, and the resulting social and economic strain, the pressure has been building to find another place for the Enjebi people to live. Since there is no suitable place on the atoll, this has forced many of the Engebi people off the atoll altogether. Some of them have gone to Ujelang Atoll, the smaller, less hospitable atoll 125 miles to the southwest of Enewetak, the place where the Enewetak people lived during their deportation. Approximately 100 people live there now, most, not all, from the Enjebi portion of the Enewetak population. It is our recommendation that the income from the proposed Engebi resettlement trust fund be earmarked for the support of the community of Ujelang.

In 1983, the Department of Interior recommended in 1983 that a fund of \$8.5 million be established to provide for the rehabilitation and eventual resettlement of Enjebi. See

Attachment #1. The funds are to be used to build the community facilities and the homes needed to house and care for the people, to provide a dock, and to see to the replanting and cultivation of the necessary crops to provide a source of food. If, as we assume, it may be another 20 to 25 years before it is safe to live on Enjebi, it is important to establish this fund now, while the problem is fresh in the minds of those responsible for the resettlement, and before U.S. jurisdiction is diminished by virtue of the passage of the Compact.

As you know, the United States has recently agreed with the Bikini people to set about the rehabilitation of Bikini. Funds for this project are to be provided over and above the funds provided in the Section 177 Agreement for the settlement of the claims arising out of the nuclear testing period. This is as it should be. It shows, moreover, that the people of Enjebi are entitled to the same treatment. The United States should not be permitted to terminate the trusteeship without first making adequate provision for the eventual resettlement of Enjebi.

The second most compelling need of the people of Enewetak is for immediate and focused attention on the problems they will face once the trusteeship is terminated and the government support provided by the Trust Territory of Pacific Islands government (TTPI) is no longer available. The funds

provided for Enewetak support currently amount to \$900,000 a year. This is for the out-of-pocket costs associated with feeding the population until the planting program yields sufficient harvests for that purpose; the funds for the maintenance of the planting program which will eventually supply the coconuts, bread fruit and pandanas to feed the population and provide a cash crop. The money is also used for to operate the Wetak II, the motor sailer provided by the United States to give the people a means to go back and forth between Enewetak and Ujelang, and to ship food and other necessities from Majuro, Kwajelein, and other Micronesian transshipment points. The Wetak II is currently manned by an expatriot captain and crewmember plus some local crew. The annual cost of operating and maintaining the Wetak II is shown as \$100,000, an amount that excludes the overhead costs associated with the supervision of the project. In addition, TTPI's Enewetak contractor, Holmes & Narver, provides incidental upkeep and maintenance of the community facilities.

The question now becomes, what happens to these programs when the Compact of Free Association takes effect and TTPI is no longer responsible for them. In response to questions from the Subcommittee on Public Lands and National Parks of the Committee on Interior and Insular Affairs, a spokesman for Repmar stated that it would be up to the People of Enewetak

to pay for (and presumably) administer any programs that are put in place of those which will be lost when the United States closes down its TTPI operations. (See letter of Oscar DeBrum, dated April 1, 1985, excerpts of which are submitted herewith as Attachment #2.) It is our current view that it will cost between \$1,250,000 and \$1,500,000 a year to replace those programs. Moreover, there are few if any persons on Enewetak with the business, administrative, governmental, legal and accounting skills necessary to establish and operate these programs. In the absence of a cadre of able trained government officials to operate these programs, the People of Enewetak will be at the mercy of private contractors to obtain these vital services.

In addition to the loss of these programs, there is an important and open question about the duration of the Burton Health Care program and what will happen to it when the initial appropriation provided by this Committee is exhausted. We hope you will ask during the course of these hearings how much of that fund remains and how long the Interior Department expects the program to continue under U.S. auspices. We know, however, that the program is the subject of unrelenting opposition by RepMar which believes that any program which is designed to provide services primarily for the atolls affected by the nuclear testing discriminates unfairly against the rest of the

population. Whether one agrees or disagrees with RepMar's view, there can be no question that its opposition to the program means that it will not voluntarily fund or continue it once the present program ends. For discussion purposes, we assume that it will cost Enewetak at least \$250,000 a year to continue that program, more, if Enewetak is unable to obtain efficiencies of scale by joining with the other affected atolls to obtain central administration of the program.

All told, then, Enewetak will need between \$1,250,000 a year and \$1,750,000 a year to pay for the programs that will be discontinued at the conclusion of the trusteeship relationship. That sum plus the \$8.5 million required for to be set aside for Enjebi resettlement, produces the need for a \$25 million fund to continue the existing Enewetak support programs and provide for the Enjebi resettlement. It is this amount, therefore, that we ask you to appropriate to assure the continuation of these programs and the eventual clean up and resettlement of Enjebi.

Significantly, the United States takes the view that Enewetak has already been provided funds for these purposes. Ambassador Zeder, speaking for the Office of Micronesian Status Negotiations, points to the fact that the award to Enewetak in the Section 177 Agreement is available to be used for such purposes. That fund, which requires the payment to Enewetak of

\$48.75 million in 60 equal quarterly installments over the next 15 years, may have a present value of \$25 million. If so, it is just enough to meet the existing U.S. obligations to Enewetak. In other words, what the United States has done, is to capitalize the existing programs, put the money for that purpose in the Section 177 Agreement, and then claim that the money is to compensate the People of Enewetak for the horrible and devastating losses they sustained as a result of the nuclear testing and the 33-year deportation. As you can see, in reality, the Section 177 Agreement contains no money for the payment of these claims. What it does, is to provide a sum which, if prudently used, will enable the people of Enewetak to do for themselves what the United States is currently obligated to do for them if the Compact of Free Association is not passed.

During the negotiations on the Section 177 Agreement, the People of Enewetak tried again and again to get the United States to agree to value the claims arising out of the nuclear testing according to their objective value. We also asked to have separate amounts provided for the resettlement of Enjebi and the continuation of the existing government programs. We were unsuccessful in all three efforts. Instead, the United States and RepMar agreed to provide an undifferentiated amount for all these purposes.

Thus as matters now stand, the Section 177 Agreement

leaves little if anything to pay nuclear claims. On the most favorable assumptions, i.e., that only \$20 of the \$25 million which Enewetak is to receive will be necessary to carry out the U.S. programs and the commitment to resettle Enjebi, the people will have only \$5 million for the payment of claims. If one assumes that the \$5 million can be invested to return 10 percent a year, that provides an annual per capita payment to the 800 or so citizens of Enewetak of something less than \$650. That simply cannot be taken as a generous settlement by anyone's measure.

To deal with the inequity of the settlement, and the attempt to place the responsibility for the continuation of the Enewetak support program on the people there, we urge this Committee to take the following steps in approving this year's Interior Department budget:

1. Create a trust fund of \$8.5 to \$10 million for the resettlement of Engebi;
2. Authorize the use of the interest from the resettlement trust fund for the support of the people living on Ugelang;
3. Fund the Enewetak support program at the existing level for the coming year, and ask the Interior Department to come up with a plan to continue the program after the effective date of the Compact for as long as necessary to assure that the community will be able to survive without it;

4. Stipulate that the funds in the Section 177 Agreement may not be used to pay the costs of the existing Enewetak Support or the resettlement of Engebi;

5. Provide that the amount in the Section 177 Agreement for the payment of nuclear claims be paid as a lump sum with 90 days of the effective date of the Compact, rather than over 15 years as currently provided.

Thank you Mr. Chairman.

ATTACHMENT NO. 1

Letter to Chairman Yates Setting Forth the Department  
of Interior's Recommendations for Establishment of the  
Engebi Resettlement Trust Fund.



# United States Department of the Interior

OFFICE OF THE SECRETARY  
WASHINGTON, D.C. 20240

OFFICIAL  
FILE COPY

TT - ISLANDS - ENEWETAK

AUG 3 1983

The Honorable Sidney R. Yates  
Chairman, Subcommittee on Interior  
Committee on Appropriations  
U. S. House of Representatives  
Washington, D. C. 20515

Dear Mr. Chairman:

Pursuant to language contained in House Report 98-253 (Department of the Interior and Related Agencies Appropriation Bill, 1984), the question of whether or not the people of Enjebi should be permitted to return to their island, please find enclosed a copy of the Department of Interior Report.

On April 26, 1983, Under Secretary J. J. Simmons III formally made a decision not to allow the return of the residents to Enjebi at this time.

The Secretarial decision provides in effect that a return cannot be permitted until both the one-year and 30-year radiation protection guidelines are met without the imposition of arbitrary life style restrictions. However, a tax-free, interest-bearing trust would be established in the amount of \$8.5 million to be used for the construction of a community and for the replanting the island when the island is deemed safe for human habitation and consumption of locally grown food.

I appreciate the opportunity to provide the Department of Interior's position on this very important issue. If I can provide additional information, please don't hesitate to call on me.

Sincerely

(SG) Pedro A. Sanjuan

Pedro A. Sanjuan  
Assistant Secretary  
Territorial and International Affairs

Enclosure

cc: Secy file  
Secy reading  
TIA files  
L.Morgan: 8/02/83 343 4707

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ATTACHMENT NO. 2

Excerpts from April 1, 1985 Letter of Oscar de Brum



## REPUBLIC OF THE MARSHALL ISLANDS

MAIL ROOM, MARSHALL ISLANDS 96960 CARLE REPMAR

1 April 1985

Ms. Patricia A. Krause  
Professional Staff  
Subcommittee on Public Lands  
and National Parks  
Committee on Interior and Insular Affairs  
House of Representatives  
Washington, D.C. 20515

Dear Ms. Krause:

I have enclosed for the record of the Subcommittee on Public Lands, the answers of my government to questions submitted by the Subcommittee in respect to the Compact of Free Association. I have also enclosed my government's response to the statement made at the Subcommittee's 7 March hearing by Delegate Sunia, along with the responses of my government to statements made at the Subcommittee's 14 March 1985 hearing by Senators Konou and Kibin of the Marshall Islands and Assistant Secretary Montoya of the United States Department of Interior.

If the Subcommittee has any additional questions for the Government of the Republic of the Marshall Islands, we would be pleased to answer them.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Oscar de Brum".

Oscar de Brum  
Chief Secretary

ANSWERS TO QUESTIONS  
SUBMITTED BY THE SUBCOMMITTEE ON PUBLIC LANDS  
TO THE  
GOVERNMENT OF THE REPUBLIC OF THE MARSHALL ISLANDS  
IN RESPECT TO THE COMPACT OF FREE ASSOCIATION

1. Question:

Would there be any problems with your government if during markup of this compact legislation, this subcommittee decided to add language to Article II of Section 177 that would designate how specific amounts from the fund should be spent, for example, for food programs for certain groups of people affected by the U.S. nuclear testing or for the four-atoll health care program in later years or for other matters related to this section?

(We note that there is to be some \$2 million annually for the 15-year period for what is generally listed as health, food and agricultural maintenance. And there is no mention, as far as we can determine, of this money in the five-year economic development plan.)

Additionally, we understand from representatives of your government that there will probably be some \$150 million available to your government at the end of the 15-year period, provided the initial \$150 million to be provided for the trust fund under Section 177 is well invested. What kind of plans are being developed for the spending of that amount of money? Has the U.S. issued any guidelines regarding how that money is to be spent?

Answer:

My Government would object to the unilateral addition, modification, or deletion of any language in the Compact and its related agreements by the United States Government. Pursuant to Section 431 of the Compact and similar sections in the related agreements, amendments to these documents, of any nature, can only be made by mutual agreement. And such amendments can only be made after the Compact has first been approved and implemented. We do not now wish to renegotiate the Compact.

We believe that during the United States congressional review process the United States Congress can, in conformity with the provision of the Compact, authorize the extension of additional funds, programs and services and make provision for the implementation of the Compact as set forth in Section 471. Should the United States Congress unilaterally restrict, modify or remove any of the benefits and rights the Compact grants to or recognizes resides with the freely associated states, such would

constitute a material change and would jeopardize the Compact and future relations between the U.S. and the Marshall Islands. The resulting delay in termination of the Trusteeship would serve only to frustrate the legitimate aspirations of our people for self-government. Such would be the case, if the amendment proposed in paragraph one of this question were to be unilaterally made by the United States Government.

For the record we would like to correct the assumptions appearing in the second paragraph of this question. First, the \$2 million to be provided to the Government of the Republic of the Marshall Islands under Article II, Section 1(a), of the Section 177 Agreement, shall be used by our government to obtain technical assistance from the United States to include in its health-care system, health-care programs and services related to the consequences of the U.S. Nuclear Testing Program in the Marshall Islands and contemplated in United States Public Law 95-134 and United States Public Law 96-205. Such assistance may include the continuation of programs and services provided by the United States Government prior to the effective date of the Compact. Second, funds will be made available to the peoples of Bikini, Enewetak, Rongelap and Utrik under Article II, Sections 2, 3, 4 and 5, respectively, of the Section 177 Agreement for food and agricultural maintenance programs. Third, the \$2 million provided under Article II, Section 1, of the Section 177 Agreement is discussed in the development plan on p. 184. Detailed plans for the use of such funds will be made in consultation with the affected people.

If after the first 15 years, the Republic of the Marshall Islands Nuclear Claims Fund remains intact, it shall continue to be invested with up to 75% of the annually proceeds going to pay uncompensated claims adjudicated by the Section 177 Claims Tribunal. All other proceeds shall either be reinvested or used by the Government of the Republic of the Marshall Islands to address the unique needs and circumstances of the people of the Marshall Islands as a result of the nuclear testing program, including the continuation of health and radiological programs referred to in Article II, Section 1, of the Section 177 Agreement. These provisions were agreed to by the United States Government and serve as guidelines to the expenditure of the funds. Detailed plans for the expenditure of such funds will be prepared over the next several years to address the changing needs of the people.

2. Question:

Re the \$150 million trust fund provided for in Section 177, if the prevailing interest rate remains below 12 percent per annum, will there still be a full \$150,000,000 corpus fifteen years after implementation.