

On My Mind
6/14/02

It seems perfectly obvious - at the outset. Since the CNMI owns something - Farallon de Medinilla - that the U.S. military claims is irreplaceable and absolutely essential to its proficiency, the CNMI should be entitled to hefty payments for its use - and destruction. Yet talk of just how much those payments should be, and on what terms, does not appear to be part of the dialogue in the current court battle over the military's need to use FDM as a bombing range.

In part, this is due to the fact that the Covenant which defines U.S./CNMI relationships and was signed by the U.S. and the CNMI in 1975, contains a provision giving the U.S. a renewable-at-no-additional-cost 50-year lease for FDM at a total cost of \$20,600. Thus, without a renegotiation of the Covenant, the CNMI cannot legally demand more money for use of FDM.

Unfortunately, the Section 902 provision of the Covenant, which spells out the procedures for "consultation" between the U.S. and the CNMI on "matters affecting the relationship between them" is defunct at the moment. Neither a representative from the U.S. nor one from the CNMI has been appointed to the so-called 902 Task Force through which, in the past, such "consultations" have taken place.

Nor is the CNMI able to stake a claim to compensation for the continued bombing of FDM through the present court hearings on the military's claim that FDM is essential to U.S. armed forces preparedness. The CNMI is not a party to the proceedings, which were instituted independently by the Center for Biodiversity against the military.

The arguments that the CNMI benefits from the military presence may have some validity, but it is not at all clear that those benefits compensate in any way for the continued destruction of the FDM and its migratory bird population.

So where does that leave the CNMI? At the mercy of the military, it would appear, despite a seemingly persuasive claim to added compensation.

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A week ago, two rather lengthy letters appeared in the newspaper. Actually, they were the texts of prepared remarks that the writers, both former Tinian teachers, had hoped to deliver in person to members of the graduating class of Tinian High School. But, the letters - one from Don Farrell, and one from Howard Cole - explain, after Cole had been invited to give the keynote address, and Farrell the closing remarks by the students, the principal had informed them that the graduation program had been changed, eliminating both speakers. So they submitted their remarks for publication in the newspaper.

It is curious that there has been no follow-up. There's been no denial or explanation or apology from the principal - only the observation, in one of the letters, that another school official had said the graduation ceremony is put on for and not by the graduating students. Nor have there

been any letters of support for either the dismissed speakers, or the principal who dismissed them, from parents, students, or government officials - at least, not that the media has reported.

Why wasn't there an airing of the situation? A discussion of just what graduation is supposed to represent? A proposal, perhaps, to clarify the issues and prevent a similar occurrence next year?

What goes on here? Are Tinian High School concerns considered too unimportant to merit media coverage? Are politics so strong there that Tinian students, parents, other teachers, are not willing to speak up? Are Tinian's legislators too busy to notice? or too closely related to THS' principal to get involved? Don't Tinian's high school graduates deserve more respect than that? Don't their teachers?

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I'm usually pretty tolerant of the island way of doing things - the slow tempo, the reluctance to admit accountability, the inevitable 'passing the buck' to another person, another office, another agency. But the rigamarole I got this morning has gone way beyond the usual pattern. A few days ago, I had been given a copy of a letter related to the Bank of Saipan. I had six pages, but not the signature page. Given the letterhead, I could assume I knew who had signed the letter, but I wanted to make sure. Besides, I wanted to know what the rest of the letter said.

I went back to the source of my copy. They didn't have a signature page either. Next, I went to the issuing agency. I was referred to one of its divisions. Neither of the persons I was told I needed to talk to was in. Today I called again. One of the persons I needed to talk to was in, and was familiar with the letter, but referred me to the Director's office. The Director's office referred me to the AG's office because of a memo that had been issued that all matters related to the Bank of Saipan should be routed through the AG's office. So I called the AG's office and explained my request, and was told that, while the person on the phone didn't know anything about it, that person would call the issuing agency, and let me know shortly what transpired - whether I would finally be allowed to receive a copy of the rest of the letter.

Having then gotten involved in a lengthy long-distance phone call, I called the AG's office again, just in case my line had been busy when a call had been attempted. My request had been discussed with the AG, I was told, and the upshot was that I needed to discuss the request with a different person at the issuing agency, but that that person was busy at the moment and would not be able to accommodate me immediately. But did the AG authorize release of the rest of the letter? No, I was told, I'd have to negotiate that with the issuing agency.

Late this afternoon, I called the person I'd been referred to at the issuing agency. That person was actually familiar with the letter, and at first agreed to fax over the missing page. But shortly thereafter, that person called back to tell me that the AG was checking into whether or not that letter was part of the court record, and only if it was could the last page be released.

Of course, now the rest of the six-page letter I have in front of me has achieved enormous significance, since no one seems willing to provide me with a copy. Which fires the imagination -

what possible secret information could the remaining pages contain? And prods me to more determinedly pursue each and every imaginable avenue to obtain them. Ironically, the letter does not seem to do much more than provide specific details about information that has already been released to the press.

The letter does mention a handful of attachments - some of which sound pretty intriguing - but I've not asked for those. I've only asked for the rest of the letter. Assuming there's only the signature page missing, the refusal to make it available strikes me as the height of bureaucratic absurdity.

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The <I>Tribune</I>'s former editor has taken to the web. John DeRosario now has a "weekly opinion column" of his own. He even mentioned my name in his first column. I guess I should be flattered.