

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, DC 20268-0001

POST OFFICE BOX SERVICE ENHANCEMENTS

DOCKET NO. MC2012-26

INITIAL BRIEF OF DAVID B. POPKIN

August 7, 2012

Respectfully submitted,

PRCMC201226BRIEF

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The following is my Initial Brief in the above referenced Docket.

There are two main areas that require comment in this Docket. The first is the effect that the Postal Service's enhancements will have on existing private CMRA facilities and whether the requirements that are imposed by the Postal Service on the CMRAs are still appropriate in light of the proposed Postal Service enhancements. I will not comment on this since it appears to be well covered by the hundreds of comments that have been filed by the CMRAs.

The second is the clarification and concerns that I have with the Postal Service's proposed enhancements as contained in Attachment C to the Postal Service's response to the Commission's Order which contains this Customer Agreement for PO Box Services.

I have a number of concerns some of which were initially expressed in my Request for a POIR that was filed on July 19, 2012.

1. Has this agreement been offered to all box holders that have been converted over to a competitive service? If not, why not and will they be offered these services? My Post Office Box service – PO Box 528 in Englewood, NJ 07631 – was converted over to a competitive service and my box rent was significantly

increased and yet I was not made aware on any enhancements by my local post office [although as a participant in these proceedings I am aware of some of the activities.]

2. Are these services available to customers whose post office boxes are still Market Dominant? The response to CHIR Number 1 indicates that it will not.
3. In Paragraph A4 is there also a maximum size limit for private carrier's parcels that may be delivered at the post office box location? There is some confusion between subparts b and c of Item 1 of the response to CHIR Number 1. Subpart b states that local entities can make deliveries to competitive post office boxes with street addresses. Subpart c now introduces a new requirement that third party deliveries must be accompanied by proof of shipping payment to the third-party carrier. This new restriction was not contained in the Postal Service's initial request. It is inherent in the delivery made by a local business will not have proof of payment to the third-party carrier. Do all of the items carried by UPS/FedEx/DHL and other carriers have a prepaid shipping label or a bill of lading? The Postal Service has not provided any explanation as to why this is a requirement. Payment made to the original carrier will not accrue to the Postal Service. The processing of these deliveries is covered by the additional box fees paid by the competitive post office box holders.
4. If a private carrier's article is delivered to a post office box location, when does the shipper's insurance coverage expire, namely if the article is lost or damaged between the time it is delivered to the post office by the private carrier and the time that it is received by the box holder, who is responsible? How will the Postal Service know if the article contains articles that are not permitted? What will the Postal Service do if an article is unclaimed? What will the Postal Service do if a change of address order is filed and this article is awaiting pickup? Just as UPS/Fedex can deliver an article to my local post office, can an individual drop off an envelope without postage for placing in my post office box? If not, why not? The response to CHIR Number 1 Item 2 indicates that the Postal Service

will not be responsible and the sender or recipient will be liable. If I ship an article to one of these post office box customers and pay for insurance, is it appropriate to stop my coverage when the article is turned over to the post office without my knowledge? The Postal Service states that it is not currently aware of any private carrier deliveries that have been lost or damaged. The service has just been rolled out in a very limited number of facilities and all it takes is one problem to have one customer very upset.

5. In Paragraph A6 please explain why a customer would want to discontinue street addressing assuming that they still maintain the post office box. If they don't maintain the post office box, then they would be able to file a change of address to cover a 12/18 month period.
6. In Paragraph A5 it states that if I close my PO Box, I must submit a Change of Address Order. Why can't I just close the box and leave? Shouldn't the must only apply that if I file a COA for one or the other addresses, then I must file if for both and it must be to the same address?
7. Regarding Signature on File, who is responsible of the article is lost or damaged between the time that the post office box Postal Service employee scans the article as being delivered and the time that it is actually received by the addressee? For example, if an article was addressed to me at PO Box 528 was inadvertently placed in PO Box 529, the box that is physically below mine.
8. Under the present conditions [without Signature on File] a mailer can check on the Postal Service's website and determine the status of a particular mail piece and that if it shows that the article has been delivered it has actually been delivered and not just been placed in a condition where the addressee has access to obtaining the mail piece¹. Furthermore, if a parcel locker is not available or not suitable, I will still not be able to obtain the article if it doesn't fit in my post office box.

¹ Other than Delivery Confirmation service which shows an article as being delivered when it has been made available for pickup.

9. A mailer who purchases one of the Signature on File services is paying for a service, namely that the article has been physically delivered to the addressee and when this has been accomplished and through the action of the recipient [by signing up for Signature on File] will not receive the service that has been paid for. Should this service be extended to Certified Mail, it would allow large recipients of Certified Mail, such as the Internal Revenue Service and state tax offices, to allow the Postal Service to show the articles as being delivered when in fact they have not been. It would completely gut the service being paid for by the mailer. Furthermore, there is nothing in the agreement that states that the recipient is agreeing that all mail which the Postal Service scans as being delivered will waive any claim against the mailer.

10. Please advise the other benefits that a post office box holder will receive for their added fees for having a competitive post office box, including, but not limited to, 13 months for a 12 month fee, extra keys, added accessibility to the box section, and an earlier box up time. Please advise the status of each of these benefits.