

ACR 2012

Follow up to CHIR Q 34,35 in ACR 2012

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Commissioners,

I am offering brief comments related to the Postal Service's submission in response to CHIR 5 Q34 - 35 .xls.

Among the reasons for closures or suspensions we see several instances of the claim that no personnel were available to staff the post office in question.

The Postal Service has various options available in staffing an office and is not limited to simply having a Postmaster or OIC.

In these cases: Were there clerk craft personnel - clerks or PSEs within a reasonable commuting distance to staff the office on a temporary basis?

How long and to what lengths did the Postal Service go to to advertise the position?

Claiming a lack of qualified personnel should meet some minimum basic standard of effort on the part of the Postal Service

In several cases the reason given was poor quality of the building or dangerous situations. These certainly could be reasons to temporarily close or suspend a facility but the Commission should require a level of proof from the Postal Service that the claimed conditions were not, in fact, present and unaddressed for a period of time and then simply used as an excuse to effect what appears to be a prejudice to close or suspend offices.

In several instances the Postal Service claims that landlords refused to make repairs. I am a postal lessor and my contract clearly states that the Postal Service may make repairs and deduct repairs from future rents. First, is the Postal Service demanding reasonable repairs? If that's the case is the Postal Service exercising its rights under the terms of leases to effect repairs in order to maintain service.

There are a number of instances where the Postal Service claims the landlord canceled the lease. Again, as a postal lessor I refer to my lease agreement which has no severance clause that can be exercised by the lessor.

In instances where lease expiration is claimed as a reason for suspension or closure, the obvious question is whether those negotiations were conducted simply as a pretence for closing the office. Did the Postal Service make a good faith effort to renew the lease?

Where the Postal Service claims the landlord's demands were excessive can it document local fair market value? The fact is that the Postal Service has many leases that were negotiated at far less than fair market value - is a community's access to postal services contingent on a local lessor providing facilities at less than market value?

Did the Postal Service make a reasonable effort to acquire alternate property or were the timing and conduct of negotiations such that the Postal Service's decision to close or suspend due to lack of a facility became inevitable?

This has been a long outstanding issue. I refer you to docket PI2010-1 and my comments from that docket. It is understood that the Postal Service's stated preference is to eliminate as many as 15,000 smaller offices. The answers to both public and Congressional reaction to that goal are contained in the RAOI and POSTPlan dockets. Still, one would have to be an ostrich to ignore the Postal Service's predisposition to closing rural offices.

The Commission should require sufficient information from the Postal Service to ascertain that it is not simply using personnel or lease issues as a pretence to effect its preferred policy. The Postal Service has an affirmative charge to provide maximum service to rural areas. Unless and until the law is changed the Postal Service should be held accountable to that charge. The Postal Service has an obligation to maintain its rural network within the bounds of law and the interpretations of the Commission.

Using any available pretence or excuse to close or suspend offices should not be acceptable. Neither should the Commission indulge halfhearted efforts on the part of the Postal Service to meet its obligations.