

Before the  
POSTAL REGULATORY COMMISSION  
WASHINGTON, DC 20268-0001

Market Test of Experimental Product-  
International Merchandise Return Service  
Non-Published Rates

Docket No. MT2013-2

PUBLIC REPRESENTATIVE COMMENTS AND  
REQUEST FOR EARLY TERMINATION OF NON-PUBLIC STATUS  
(July 12, 2013)

I. INTRODUCTION

On July 1, 2013, the Postal Service filed notice with the Commission of a proposed market test of a product designated as International Merchandise Return Service (IMRS) Non-published Rates (NPR).<sup>1</sup> On July 3, 2013, the Commission issued Order No. 1771, soliciting comments on whether the proposed market test is consistent with the policies of 39 U.S.C. § 3641.<sup>2</sup>

The Public Representative reviewed the Postal Service's filings in this docket (including information filed under seal), as well as the related amendments to the Canada Post – USPS Contractual Bilateral Agreement 2012-2013 (CPC Agreement) and the Australian Postal Corporation – United States Postal Service Bilateral Agreement (AUP Agreement).<sup>3</sup> Based on this review, it appears that the proposed market test complies with the requirements of subsections (b) and (e) of 39 U.S.C. §

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<sup>1</sup> Notice of the United States Postal Service of Market Test of Experimental Product – International Merchandise Return Service – Non-Published Rates (IMRS-NPR) and Notice of Filing IMRS-NPR Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, July 1, 2013 (Notice).

<sup>2</sup> Notice and Order Concerning Market Test of Experimental Product – International Merchandise Return Service – Non-Published Rates, July 3, 2013 (Order No. 1771).

<sup>3</sup> The CPC Agreement was included as an attachment to the Letter from Anthony F. Alverno, Chief Counsel, Global Business and Service Development, United States Postal Service, to Shoshana Grove, Secretary, Postal Regulatory Commission, May 6, 2013. The AUP Agreement was included as an attachment to the Letter from Anthony F. Alverno, Chief Counsel, Global Business and Service Development, United States Postal Service, to Shoshana Grove, Secretary, Postal Regulatory Commission, June 28, 2013.

3641. However, the Postal Service's request to extend the duration of the market test pursuant to 39 U.S.C. § 3641(d)(2) should be denied.

Additionally, the Postal Service's filing raises ancillary issues, including the clarity of the proposed model contract, the scope of the proposed market test, the sufficiency of the data collection requirements proposed by the Postal Service, and the accuracy of the Postal Service's proposed Mail Classification Schedule language.

These comments describe the proposed market test, analyze the market test's compliance with the policies of 39 U.S.C. § 3641, and address ancillary concerns raised by the Postal Service's filing. Section IV.C.2 includes a recommendation that the Commission issue a notice of preliminary determination under 39 C.F.R. § 3007.32 concerning the disclosure of a small amount of information in the CPC Agreement and the AUP Agreement, in order to ensure that IMRS mailers can comply with the terms of the model agreement. In the alternative, pursuant to 39 C.F.R. § 3007.31, the Public Representative requests that such information be publicly disclosed.

## II. PROPOSED MARKET TEST

The Postal Service proposes to conduct a market test of a product designated as IMRS-NPR. Notice at 2. This product involves two types of agreements. The first is a bilateral agreement (or an amendment to an existing bilateral agreement), under which the Postal Service and a particular foreign postal operator establish the parameters for IMRS in a foreign territory. *Id.* These agreements provide for the return of merchandise purchased by consumers in the foreign territory from U.S. merchants as inbound Air Parcel or EMS parcels. *Id.* A customer seeking to return merchandise will contact the U.S. merchant, the U.S. merchant will transmit an IMRS label to the customer, and the customer will complete the return by entering the appropriately-labeled parcel into the foreign postal operator's mailstream. *Id.* at 2 and 7. The Postal Service has entered into IMRS bilateral agreements with the Canada Post Corporation (CPC) and the Australian Postal Corporation (AUP). *Id.* at 7.

The second type of agreement is a negotiated service agreement with a U.S. merchant (or "mailer"). The Postal Service proposes a model contract that it will use to

enter into these agreements. Notice, Attachment 4. The model contract will contain a standard set of terms, as well as rates that fall within a predetermined range. Although the Postal Service's request is not explicit on this point, presumably by characterizing the product as an "NPR" product, it anticipates that it will not receive advance approval from the Commission for each agreement. Rather, the Commission would approve the terms of the model contract and the appropriate range of rates in advance and then review each agreement as part of its Annual Compliance Determination.

The IMRS-NPR product is somewhat unusual. The Postal Service will reimburse each foreign postal operator for the foreign postal operator's cost of collecting, processing, and transporting the IMRS parcels in its territory. The rates of reimbursement to the foreign postal operator are to be set in bilateral agreements (or amendments to existing bilateral agreements). These rates are characterized as postal costs in the Postal Service's supporting financial workpapers. Ordinarily, a foreign postal operator sets postage prices for outbound parcels. In the case of IMRS-NPR, the foreign postal operator does not receive any payment at all from either the customer or the mailer when the returned parcel is entered in its territory. In addition, under Universal Postal Union (UPU) regulations, the foreign postal operator will continue to pay the Postal Service inward land rates or EMS charges for delivery of the returned parcel in the United States. Under the model contract, the United States-based company will pay only the Postal Service. Such payments cover the Postal Service's costs of processing, transporting and delivering the returned parcel in the United States, as well as the foreign postal operator costs and the inward land rates or EMS charges. While somewhat unusual, this arrangement appears to be similar to the bilateral agreements concerning the Postal Service's existing International Business Reply Service product for letterpost returns.

### III. COMPLIANCE WITH 39 U.S.C. 3641

#### **A. Market Test Conditions**

Section 3641(b) of title 39, United States Code, contains three conditions that each market test must fulfill. First, the market test must involve a product that is

“significantly different” from all products offered by the Postal Service during the previous two years. 39 U.S.C. § 3641(b)(1). Second, it must not “create an unfair or otherwise inappropriate competitive advantage for the Postal Service or any mailer,” with a particular focus on small business concerns. 39 U.S.C. § 3641(b)(2). Finally, it must be categorized as either a market dominant or competitive product. 39 U.S.C. § 3641(b)(3). The proposed market test appears to comply with all three requirements, although there is a remote possibility that the Postal Service could administer the market test in a manner that does not comply with the second requirement.

The proposed market test appears to comply with the first requirement under subsection (b). The Postal Service currently offers a domestic Merchandise Return Service (MRS) product, but that product has no international counterpart. As the Postal Service points out, the most similar international product is International Business Reply Service (IBRS), which is available for cards and letters of up to 50 grams at UPU rates and for cards and letters of up to 2 kilograms under a bilateral agreement with the Canada Post Corporation. There is no existing international product that provides for the return of larger parcels or the tracking of such parcels.

The proposed market test also appears to be properly characterized as a competitive product. Although the domestic MRS product is classified as a market dominant ancillary product, 39 U.S.C. § 3641(b)(3) provides that “Any test that solely affects products currently classified as competitive, or which provides services ancillary to only competitive products, shall be presumed to be in the competitive product category without regard to whether a similar ancillary product exists for market-dominant products.” Per the CPC Agreement and the AUP Agreement, IMRS may be used regardless of whether the merchant uses the services of the Postal Service or another carrier.<sup>4</sup> Nearly all of the Postal Service’s outbound international parcel services are classified as competitive.<sup>5</sup> It seems consistent with the policies of 39

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<sup>4</sup> CPC Agreement, Attachment 9 at 1; AUP Agreement, Annex 7 at 2.

<sup>5</sup> *E.g.* Outbound International Expedited Services, Outbound Priority Mail International, Outbound Single-Piece First-Class Package International Service. The notable exception is Outbound Single-Piece

U.S.C. § 3641(b)(3) to classify this market test as competitive, regardless of the classification of the domestic MRS product.

There is a possibility that the proposed market test could be administered in a way that creates an unfair advantage for particular mailers. Because there are no corresponding rates of general applicability for the proposed IMRS-NPR product, the Postal Service could unfairly limit the availability of the IMRS-NPR product by offering agreements only to particular mailers. However, this does not seem likely. There are few barriers to mailers obtaining IMRS-NPR rates. The model contract involves no minimum volume commitment and there is no requirement to use Postal Service products on the outbound leg. The most significant barrier to potential participation is the requirement to participate in either the QBRM program or the domestic MRS program, which involves a significant financial commitment. However, that the Postal Service has proposed this market test as a non-published rates product suggests that it wishes to enter into many agreements, within a relatively narrow band of available rates. Taking all these factors into consideration, the probability of the Postal Service unfairly favoring particular mailers in this market test is low. The Commission can mitigate any potential harm by reviewing the agreements to ensure that they are being made available to mailers on a fair and equitable basis. Mailers may also protect their own interests by filing a complaint under 39 U.S.C. § 3662.

### **B. Dollar Amount Limitation**

The Public Representative's review of the Postal Service's supporting financial workpapers filed under seal indicates that the proposed market test is unlikely to generate total annual revenues that exceed \$10,000,000.<sup>6</sup> Therefore, the proposed market test is likely to comply with 39 U.S.C. § 3641(e). However, this conclusion is based only on volumes under the CPC Agreement and the AUP Agreement. Additional

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First-Class Mail International, but the largest item that may be shipped using this product is a 4-pound "Large Envelope" processed as a flat.

<sup>6</sup> 39 U.S.C. 3641(g) requires an adjustment of this figure. The Commission has not issued rules for that purpose.

bilateral agreements (or amendments to existing bilateral agreements) could alter that conclusion. The Public Representative suggests that the Postal Service submit with any subsequent notices of bilateral IMRS agreements or amendments a statement of how the agreement or amendment will affect the market test's compliance with 39 U.S.C. § 3641(e).

### **C. Duration**

The Postal Service proposes that the market test be conducted during the two-year period beginning in mid-August 2013. Notice at 6. It requests that it be permitted to enter into one-year agreements with mailers throughout that two-year period. *Id.* Under this proposal, the Postal Service could enter into an agreement in August 2015 that would expire in August 2016, in effect extending the period of the market test an additional year. The Postal Service asserts that it would be “unable to gauge the desirability of the product if it were limited to contracts that must expire within the 2 year market test period.” *Id.*

Instructively, in the context of the CPC Agreement and the AUP Agreement, the Postal Service agreed that one quarter of data on the IMRS product would be sufficient to evaluate the success of the IMRS product and make determinations relating to customer service support, renegotiate liability and claims rules, and (in the case of the CPC Agreement) make determinations relating to pay-for-performance measurements. CPC Agreement at 2-3; AUP Agreement at 3. If the Postal Service feels confident it can make these determinations after one quarter, the Commission can reasonably expect that eight quarters will be sufficient for the Postal Service to “determine the feasibility or desirability” of the IMRS product. See 39 U.S.C. § 3641(d)(1).

The Postal Service's request for an extension under 39 U.S.C. § 3641(d)(2) is unsupported by any evidence of the necessity of continuing the proposed market test for more than two years. The Public Representative recommends that the Commission deny the Postal Service's request for an extension of the duration of the proposed market test unless and until the Postal Service can explain why an additional year is necessary. Within the two-year market test period contemplated by 39 U.S.C. §

3641(d)(1), the Postal Service will be able to enter into as many agreements as it wishes, throughout the first year of the market test. It will then have an additional year to evaluate the success of those agreements. An initial two-year limitation need not prevent the Postal Service from providing continuous IMRS service to its customers. The Commission could allow the Postal Service to enter into successor IMRS agreements during the second year of the market test that have an expiration date in August 2015.<sup>7</sup>

#### IV. ANCILLARY ISSUES

The Postal Service's filing raises several concerns that are not expressly contemplated by 39 U.S.C. § 3641. These concerns relate to the design of the market test generally and the data and information the Commission should require the Postal Service to provide in order to properly evaluate the success of the proposed market test. They include the clarity of the proposed model contract, the appropriate method for adding bilateral agreements to the proposed market test, the effect of certain terms of the CPC Agreement and the AUP Agreement on the proposed model contract, the sufficiency of data collection requirements, and the accuracy of the Postal Service's proposed draft Mail Classification Schedule (MCS) language.

##### **A. Clarity of the proposed model contract**

In several notable respects, the model contract submitted as Attachment 4 to the Notice is unclear. The Commission should require the Postal Service to revise the model contract in order to provide its customers with a better understanding of their contractual obligations and to protect the Postal Service against unnecessary litigation. Specifically, the Postal Service should be required to make the following modifications:

1. *Article 6, paragraph 3.* This paragraph requires the mailer to “pay postage either [sic] directly to the USPS for all Qualifying Mail by use of an advance deposit account for Merchandise Return Mail.” The contract should be

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<sup>7</sup> This approach would require a revision to Article 10 of the model contract to provide that the agreement expires on the earlier of (1) the date that is 1 calendar year after the effective date of the agreement; and (2) the day the market test concludes.

revised to specify whether the mailer may only use an advance deposit account for Merchandise Return Mail or whether the mailer has the option to use either an advance deposit account for Merchandise Return Service or an advance deposit account for the Qualified Business Reply Mail program.

2. *Article 6, paragraph 4.* This paragraph requires the mailer to “treat as confidential and not disclose to third parties, absent express written consent by the USPS, and [sic] information related to this Agreement that is treated as non-public by the Postal Regulatory Commission.” This paragraph should be revised to indicate whether there is additional information (apart from information treated as non-public by the Commission) that the mailer is required to treat as confidential.
3. *Article 6, paragraph 5, and Article 23.* Article 6 simply requires the mailer to “take steps to ensure that the contents of IMRS comply with the importation restrictions of the United States as listed in the Universal Postal Union List of Prohibited Items” on the UPU’s website (emphasis added). Article 23 is absolute: items mailed under the agreement “*must* conform to the importation and mailability restrictions of the United States of America” contained in that same list (emphasis added). If these two provisions are intended to establish the same contractual responsibilities for mailers (i.e. either requiring them to make efforts to comply with importation requirements or requiring them to actually comply with those requirements), they should be revised to use the same language.
4. *Article 7, paragraph 1.* This paragraph provides that, in certain circumstances, the Postal Service will modify prices established under the contract. It specifies that “[t]he increase in price shall be the same as the increase in costs.” This sentence should be revised to clarify that prices will increase by the same *percentage* as the increase in costs, not by the same *dollar amount* as the increase in costs. For example, this sentence could be

revised to read: "The percentage increase in prices shall be the same as the percentage increase in costs."

5. *Throughout the contract.* The contract refers to IMRS variously as "International Merchandise Return," "International Merchandise Return Service," and "IMRS." To avoid unnecessary confusion, the contract should be revised to refer consistently to "International Merchandise Return Service" or "IMRS." Similarly, the contract refers to the domestic Merchandise Return Service product variously as "Merchandise Return Service" and "Merchandise Return Mail." The contract should be revised to refer consistently to "Merchandise Return Service."

#### **B. Method of bilateral agreements to the proposed market test**

As of the time it filed its Notice, the Postal Service had entered into IBRS agreements with the Canada Post Corporation and the Australian Postal Corporation. Notice at 7. The Postal Service contemplates entering into additional IMRS bilateral agreements and asserts that it "intends to furnish notice to the Commission and furnish updated model contract, prices, and supporting financial information in this docket." *Id.*

No public interest would be served by limiting the number of bilateral agreements (or amendments to existing agreements) that the Postal Service may enter into as part of the proposed market test. However, the Postal Service's proposal to file notice of these agreements or amendments only in this docket is potentially problematic. The Postal Service provided notice of the CPC Agreement and the AUP Agreement to the Commission in the form of letters to the Commission's Secretary. As such, the amendments were relegated to the periodic reports section of the Commission's files, separate from the bilateral agreements they amended. Interested persons who lack the resources to monitor Commission filings and Federal Register notices on a daily basis should not be required to engage in a virtual Easter egg hunt to locate relevant records they may not even be aware exist. An amendment to a bilateral agreement should be readily available in the Commission's docket relating to that bilateral agreement.

Such a requirement might have allowed the Commission or an interested person to call attention to the fact that the CPC Agreement appears to be in violation of 39 U.S.C. 407(d), which requires the Postal Service to submit a copy of each “commercial or operational contract[] related to providing international postal services and other international delivery services” to the Commission “not later than the effect date of such contract.” The CPC Agreement became effective on March 13, 2013, but the Postal Service did not transmit the agreement to the Commission until May 6, 2013. As a condition of including any additional bilateral IMRS agreements or amendments in the proposed market test, the Commission should require the Postal Service to timely transmit such agreements and amendments and to file any such amendments concurrently in this docket and the docket established for the underlying bilateral agreement.

### **C. Effect of certain terms of the CPC Agreement and the AUP Agreement on the proposed model contract**

Two terms of the CPC Agreement and the AUP Agreement have the potential to conflict with two terms of the model contract. The first set of terms concerns rules of liability. The second involves mailers’ confidentiality responsibilities.

#### **1. Liability**

Article 17 of the model contract specifies that the Postal Service “shall not be liable” for loss of or damage to IMRS mail. However, both the CPC Agreement and the AUP Agreement contemplate establishing “the rules of liability of IMRS and the appropriate inquiry and claims process.” CPC Agreement at 3; AUP Agreement at 3. The Commission should require that the Postal Service notify the Commission of any rules of liability established under an IMRS bilateral agreement, identify any changes to Article 17 of the model contract that would be necessary, and describe the effect of the rules on existing IMRS – NPR contracts. These requirements will help provide mailers with notice of their rights under the model contract.

#### **2. Non-public information**

The Postal Service has redacted a significant portion of its filings relating to this docket, the CPC Agreement, and the AUP Agreement.<sup>8</sup> Most notably, the Postal Service has requested that the Commission treat as non-public the list of detailed item information that mailers must obtain from their customers in order to conform with the requirements of the CPC Agreement and the AUP Agreement.<sup>9</sup> Logic dictates that mailers must communicate the list of detailed item information to their customers in some form in order to obtain that information. Presumably, some mailers will even elect to include that list in a publicly available explanation of their return policies and procedures (such as the “returns” page of their website).

However, Article 6, paragraph 4, of the model contract obligates mailers not to disclose any information that the Commission treats as non-public. On its face, this requirement is not problematic. However, in combination with the Postal Service’s request that the Commission treat the list of detailed item information as non-public, this paragraph puts mailers at risk of violating the terms of the model contract. In communicating their return policy to their customers, they will disclose non-public information to third parties. This puts mailers in an impossible situation.<sup>10</sup>

The Public Representative recommends that the Commission exercise its authority under 39 C.F.R. § 3007.32 to issue a notice of preliminary determination designating the information contained in the second paragraph under the heading

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<sup>8</sup> The redactions in this docket appear to be much more extensive than those in other NPR cases. *Compare* Notice, Attachment 3 *and* Docket Nos. MC2013-27 and CP2013-35, Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 4 (GEPS – NPR 4) to the Competitive Products List and Notice of Filing GEPS-NPR 4 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, December 21, 2012, Attachment 2C. In Docket Nos. MC2013-27 and CP2013-35, the Postal Service made public much of the description of management’s analysis of the prices and methodology for the GEPS-NPR 4 product. It is not immediately apparent why the Postal Service’s conclusions about the commercial sensitivity of the GEPS-NPR 4 analysis differed from its conclusions about the commercial sensitivity of the IMRS-NPR analysis.

<sup>9</sup> See CPC Agreement at 2 and AUP Agreement at 2. The relevant language appears in the second paragraph under the heading “Operational Procedures of the International Merchandise Return Service (IMRS)” in Article 2 of both agreements.

<sup>10</sup> The Postal Service should also be concerned that it could itself be subject to sanctions under 39 C.F.R. § 3007.62 for disclosing this list of information. Presumably it will be providing mailers (who are themselves third parties within the meaning of 39 C.F.R. part 3007) with the list, as part of the specific preparation requirements described in Article 4 of the model contract.

“Operational Procedures of the International Merchandise Return Service (IMRS)” in Article 2 of both the CPC Agreement and the AUP Agreement as public information. Such a notice would provide the Postal Service with an opportunity to comment on the advisability of making this information available to the public while protecting mailers from breach of contract.

If the Commission does not issue such a notice, the Public Representative respectfully requests that the Commission treat this section of its comments as a request under 39 C.F.R. § 3007.31 for the early termination of the non-public status of the information contained in the second paragraph under the heading “Operational Procedures of the International Merchandise Return Service (IMRS)” in Article 2 of both the CPC Agreement and the AUP Agreement. The public disclosure of this information would allow IMRS mailers to comply with the requirements of the CPC Agreement and the AUP Agreement without fear of violating Article 6, paragraph 4, of the model contract. The Postal Service has provided no “pertinent rationale(s)” in either application for why this particular information merits non-public treatment. See 39 C.F.R. § 3007.31(a). Generally speaking, it seems highly unlikely that disclosure of a list of information mailers’ customers are required to provide would afford any appreciable competitive advantage to a Postal Service competitor seeking to negotiate with CPC or AUP. In fact, the Postal Service itself is likely to disclose the list of information to mailers in the course of communicating the preparation requirements under the model contract.

#### **D. Sufficiency of proposed data collection requirements**

The Postal Service proposes to report data concerning the market test “at quarterly intervals following the conclusion of the term of each agreement.” Notice at 8. The Commission should specifically require the Postal Service to report information about agreements that terminate early (in addition to agreements that expire at the conclusion of their 1-year term). If the Postal Service requests that IMRS-NPR be established as a permanent product, the Commission should require that its request contain the most recent data for all agreements entered into as of the date of the

request, including agreements that have not yet terminated or expired. This will provide the Commission and interested persons a more complete set of data upon which to determine whether to make the IMRS-NPR product permanent.

The CPC Agreement contains certain non-public information relating to the Postal Service's UPU pay-for-performance requirements. CPC Agreement at 2. At the conclusion of the market test or at the time the Postal Service requests to establish IMRS-NPR as a permanent product, whichever is earlier, the Commission should require the Postal Service to submit an explanation of the financial and other effects of the market test on the UPU pay-for-performance requirements. In the event that the Postal Service seeks to establish IMRS-NPR as a permanent product, this information will aid the Commission and interested persons in evaluating the product's compliance with 39 U.S.C. § 3633.

Finally, the Postal Service asserts that IMRS-NPR will include package tracking services. Notice at 4. The USPS Tracking product is an ancillary service classified as a market dominant product.<sup>11</sup> The Postal Service should explain whether any costs or revenues from the IMRS-NPR market test will be attributed to the USPS Tracking product and, if so, how the Postal Service plans to account for the costs and revenues attributable to the IMRS-NPR product in its financial reports concerning the market test and the USPS Tracking product. This information will aid the Commission and interested persons in evaluating the product's compliance with 39 U.S.C. § 3633.

#### **E. Accuracy of the Postal Service's proposed draft MCS language.**

The Postal Service proposes draft MCS language for the IMRS-NPR product. Notice, Attachment 2. It proposes that IMRS-NPR be included in section 2515 of the competitive product descriptions of the draft MCS, which describes competitive inbound international negotiated service agreements. Although this may be the appropriate

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<sup>11</sup> See (Draft) Mail Classification Schedule, Posted April 1, 2013 (with Revisions through June 12, 2013) at 2 and 144, available <http://www.prc.gov/prc-pages/library/mail-classification-schedule/default.aspx?view=mail>

place for a permanent IMRS-NPR product, at this time the Commission should include the IMRS-NPR product in subpart 2800, which describes market tests.

The Postal Service asserts that IMRS-NPR will include package tracking services. Notice at 4. The draft MCS language for the IMRS-NPR market test should specify that package tracking services are included as a feature of IMRS. Further, the draft MCS language should specify whether the IMRS package tracking will be provided through the USPS Tracking product. If so, the Commission should also amend section 1505.8 of the draft MCS.

#### V. CONCLUSION

The proposed IMRS market test most likely complies with the requirements of subsections (b) and (e) of 39 U.S.C. § 3641. However, the Public Representative recommends that the Commission deny the Postal Service's request to extend the duration of the market test pursuant to 39 U.S.C. § 3641(d)(2).

Additionally, the Public Representative recommends that the Postal Service be required to 1) revise its proposed model contract; 2) submit appropriate notice of any additional IMRS bilateral agreements (including amendments to existing agreements) and any changes to the model contract; and 3) report certain financial data. The Public Representative further recommends that the Commission revise the Postal Service's proposed Mail Classification Schedule language.

Finally, the Public Representative recommends that the Commission issue a notice of preliminary determination under 39 C.F.R. § 3007.32 concerning the disclosure of a small amount of information in the CPC Agreement and the AUP Agreement, in order to ensure that IMRS mailers can avoid breaching the terms of the model agreement. If the Commission does not issue such a notice, pursuant to 39 C.F.R. § 3007.31, the Public Representative requests that the information be publicly disclosed.

Respectfully submitted,

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Alison J.W. MacDonald  
Public Representative

James F. Callow  
Analyst

901 New York Ave., N.W.  
Suite 200  
Washington, D.C. 20268-0001  
(202) 789-6837; Fax (202) 789-6861  
Email: [alison.macdonald@prc.gov](mailto:alison.macdonald@prc.gov)