Postal Rate Commission
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BEFORE THE
POSTAL RATE COMMISSION
WASHINGTON, D.C. 20268–0001

Complaint of Daniel Ray Unger	Docket No. C2006–1

ANSWER OF THE UNITED STATES POSTAL SERVICE AND
MOTION TO DISMISS AS MOOT
(May 24, 2006)

INTRODUCTION AND BACKGROUND

On April 24, 2006, the Postal Rate Commission accepted a Complaint filed by Daniel Ray Unger ("Complainant"), styled as "Complaint of Daniel Ray Unger." By letter dated that same day, the Office of the Secretary, Postal Rate Commission, designated the docket number above and advised the General Counsel, United States Postal Service, of the Complaint's filing under title 39, United States Code § 3662.

The Complaint arises from Complainant's difficulty in getting indefinite general delivery service; it variously alleges that the Postal Service has a nationwide policy of denying general delivery mail service to "itinerant people" after 30 days yet also cites to the exact document that states the Postal Service policy of providing indefinite general delivery service to such customers. Indeed, examination of the Complaint's allegations reveals that Complainant has been provided indefinite general delivery service at various Post Offices over a broad range of locations and for many years, although not at the Elkhart (Texas) Post Office. Complainant asks that the Commission hold a hearing on the Complaint, render a public report to the Postal Service, require the Postal Service to provide nationwide general delivery service to "all itinerant People who have no permanent physical location for receiving mail," and to take "such other actions as deemed appropriate and necessary" to allow all such people to receive indefinite general delivery service.

The Postal Service is sympathetic to Complainant's personal plight; based on all facts that have come to light, Complainant is entitled to the extended general delivery service he seeks given the absence of any operational impediments, his evident ineligibility for carrier

delivery, and lack of interest in post office box service. Accordingly, the Postal Service has already determined to offer Complainant indefinite general delivery service. Attachment 1 is a letter that is being prepared for signature by the Manager, Customer Service Operations,[1] directing that Mr. Unger be provided indefinite general delivery service at a Post Office of his choice. Moreover, that letter explicitly describes the circumstances under which indefinite general delivery service can be denied. By sending the letter through the chain of command, and copying pertinent functional areas, the intent is for the letter to educate those few postal officials who seem intent on applying outdated regulations for general delivery service.

Some background information regarding general delivery service helps place Mr. Unger's Complaint in context. General delivery service is provided by most postal administrations in accordance with international standards. For example, Universal Postal Convention Letter Post Regulation RE 204-8 (wherein the service is known as "poste restante") allows a fee for international general delivery service up to the amount charged for domestic service.[2] Similarly, the fee is waived if a mailpiece is forwarded to another country. RE 502.3.4.1. Typically, general delivery mail in larger cities is sent to one specific facility such that knowledgeable international travelers inquire where to pick up "poste restante" mail. General delivery is usually a temporary form of service. As recently as 1992, the Domestic Mail Manual provided:

> General Delivery.
> 953.1, Description. General delivery is primarily intended for use at offices without carrier delivery service, at noncity-delivery offices for customers who prefer not to use post office box service (see 951.24), and at any office to serve transients and customers who are not permanently located.
> 953.2, Availability. Customers who expect mail addressed to general delivery, but who intend to remain for 30 days or more in an area served by a city delivery office, should file their name and street address at the post office so that mail may be delivered by carrier, or they should obtain a post office box. Postmasters at city delivery offices may for good reasons allow customers to receive their mail through general delivery .

Domestic Mail Manual Issue 45 (December 20, 1992).

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[1] The incumbent in this position is Mr. Frederick J. Hintenach, III, who sponsors testimony (USPS-T-43) in the current omnibus rate proceeding (Docket No. R2006-1).
[2] Manual of the Universal Postal Convention, published by the International Bureau of the UPU, Letter Post Manual Update 2, September 2002, page B-6.

Current regulations (DMM 508.6) continue to describe general delivery service as temporary.[3] As noted in paragraph 23 of the Complaint, a 30 day limit now only defines how long mail is held for a general delivery customer.[4] Based on Complainant's experience, most postal employees apply the current regulations correctly, although some employees – including the Elkhart Postmaster – apparently believe that the old regulations are still in effect.

For most postal customers, general delivery service is a temporary option. The Postal Service must be able to manage general delivery service because it can affect postal operations. DMM 508.6.2, for example, recognizes that the Postal Service may limit the availability of general delivery service to one facility in a multi-facility Post Office (thus comporting with international standards). That section also recognizes mail accumulation can be a problem – a problem general delivery customers can avoid by picking up their mail with sufficient frequency. General delivery service may also be denied or terminated if a customer has some other form of delivery available, whether via a carrier or post office box. These limits are summarized in the letter being sent to the Dallas District Manager, Attachment 1.

One exception to the temporary nature of general delivery service is "Persons With No Fixed Address." *Postal Bulletin* 22060 (October 4, 2001), at 89, states, "Applicants [persons with no fixed address] who cannot meet [the requirements for post office box service] may receive indefinite general delivery service as provided in the Domestic Mail Manual."[5] Complainant cites a portion of this article in paragraph 23 of the Complaint. That article describes the policy still in effect: customers with no fixed address may receive indefinite general delivery service.

Mr. Unger's Complaint is moot. He is being provided indefinite general delivery service, and postal officials who denied him that service are being informed that such decisions were in error. Mr. Unger's claim that the Postal Service has a policy of denying general delivery service to itinerants who lack a permanent address is simply incorrect; moreover he likely knows this given the fact that he cites to the very *Postal Bulletin* article that describes the applicable Postal Service policy. With his personal interest in indefinite general delivery service satisfied, with his claim that nationwide policy denies general delivery service to itinerants rebutted using judicially

[3] "General delivery service is intended primarily as a temporary means of delivery," DMM 508.6.1.
[4] "General delivery mail is held for no more than 30 days," DMM 508.6.4.
[5] A copy of this article is included below as Attachment 2.

noticeable materials, and with communication correcting those few postal officials who applied outdated regulations, this Complaint should be dismissed as moot.

In conformity with Rule 84, the Postal Service answers the factual allegations below

ANSWER

The Complaint consists of ten pages of numbered and unnumbered paragraphs, accompanied by one exhibit.[6] Pursuant to Rule 84 of the Rules of Practice and Procedure of the Postal Rate Commission (title 39, Code of Federal Regulations §3001.84), the Postal Service answers each paragraph of the Complaint as follows:

Section I ("Complainant Name and Address")

The first paragraph simply identifies the Complainant by name and mailing address; the Postal Service considers this paragraph procedural that does not require a response.

Section II ("Jurisdiction")

The first sentence of the second paragraph is Complainants' statement of jurisdiction, not factual allegations to which an answer is required. The second sentence alleges that the "United States Postal Commission's policies [sic] of denying general delivery service to itinerant people after 30 days affects all of that class of People on a national basis." The Postal Service denies that any such entity exists and any implication that the Postal Service has any such policies. The Postal Service affirmatively alleges that its national policies do include providing indefinite general delivery service to homeless customers in harmony with its operations.

Section III ("Facts of the Case")

Paragraph 1

This paragraph consists of several factual assertions, for which the Postal Service lacks sufficient information to form a belief as to the truth of the matters asserted. Insofar as an answer is deemed necessary, the Postal Service hereby denies paragraph 1. Further, the Postal Service alleges that Complainant has neither demonstrated that he is homeless nor demonstrated that he resides at a location to which the Postal Service does or could provide carrier delivery.

Paragraph 2

[6] Complainant's "Exhibit A" consists of 1) a letter from the Elkhart, Texas, Postmaster to Complainant, dated February 21, 2006; 2) a copy of DMM § 508.6.0; and 3) a copy of DMM § 508.7.0.

This paragraph consists of several factual assertions, for which the Postal Service lacks sufficient information to form a belief as to the truth of the matters asserted. Insofar as an answer is deemed necessary, the Postal Service hereby denies paragraph 2.

Paragraph 3

The Postal Service admits that the Complainant obtained general delivery service at the Alto, Texas, Post Office for at least some time between 1999 through 2004, inclusive, and without time restrictions or limitations. The paragraph includes several other factual assertions, for which the Postal Service is without sufficient information to form a belief as to their truth.

Paragraph 4

This Postal Service lacks sufficient information to affirm or deny this allegation.

Paragraph 5

The Postal Service lacks sufficient information to affirm or deny these assertions.

Paragraph 6

The Postal Service admits that Complainant received general delivery service from the Alto Post Office without time restrictions or limitations. The Postal Service is unable to confirm all other factual allegations made within this paragraph; thus the Postal Service denies these allegations.

Paragraph 7

The Postal Service admits that Complainant received general delivery mail at the Elkhart, Texas, Post Office. The Postal Service also admits that the Elkhart, Texas, Postmaster informed Complainant of DMM section 508.6.4. The Postal Service further admits that two pieces of mail for Complainant were returned to a federal court in Tyler, Texas, but denies that such action was taken before Complainant was given oral notice that his general delivery service was being terminated; the Postal Service has no knowledge of what those two pieces contained. Further, at least one piece of Certified Mail sent to Complainant was returned to that federal court when it was not retrieved by the addressee within fifteen days. All other factual assertions and allegations within this paragraph are denied.

Paragraph 8

The Postal Service admits that a Ms. Sandra Simmons in Consumer Affairs in the Dallas District can be reached by phone at (972) 393-6755. The Postal Service also admits that Ms. Simmons informed Complainant that general delivery service was temporary for a period of time not to exceed 30 days. Further, Ms. Simmons specifically advised Complainant that he could

file an appeal by contacting Postal Service Headquarters. All other assertions and allegations within this paragraph are denied.

Paragraph 9

The Postal Service admits that Complainant spoke with Ms. Marvae Stankevich in Consumer Affairs, and that Ms. Stankevich discussed with Complainant the thirty-day hold period for general delivery mail and the decision to terminate Complainant's general delivery service at the Elkhart Post Office. The Postal Service otherwise denies the allegations of this paragraph.

Paragraph 10

The Postal Service admits that on February 21, 2006, the Elkhart, Texas, Postmaster sent a letter confirming to Complainant that his general delivery service had been terminated. All other assertions and allegations within this paragraph are denied.

Paragraph 11

The Postal Service admits that the Grapeland, Texas Postmaster informed Complainant that a person could only receive general delivery mail service for 30 days. The Postal Service also admits that the Grapeland Postmaster was wrong. All other factual assertions and allegations within this paragraph are denied.

Paragraph 12

The Postal Service lacks sufficient information to confirm or deny this allegation.

Paragraph 13

The Postal Service lacks sufficient information to confirm or deny the allegations and assertions contained within this paragraph.

Paragraph 14

The Postal Service lacks sufficient information to confirm or deny the assertions in this paragraph. However, the Postal Service explicitly denies that Complainant is unable to obtain indefinite general delivery service so long as the conditions identified in the Attachment to this pleading remain satisfied.

Section IV ("Statement of the Grounds for Complaint")

Paragraph 15

The quoted section of 39 U.S.C. § 101 speaks for itself.

Paragraph 16

The Postal Service denies that 39 U.S.C. § 401(10) is correctly quoted.

Paragraph 17

The Postal Service admits that 39 U.S.C. §§ 403(b)(1), 403(b)(2), and 403(c) are quoted correctly.

Paragraph 18

The quoted section of 39 U.S.C. § 3621 speaks for itself.

Paragraph 19

The quoted sections of 39 U.S.C. § 3661 speak for themselves.

Paragraph 20

The quoted section of 39 U.S.C. § 3662 speaks for itself.

Paragraph 21

The quoted section of DMM § 508.6.4 speaks for itself.

Paragraph 22

The quoted section of DMM § 507.1.8.6.b speaks for itself.

Paragraph 23

The Postal Service admits that *Postal Bulletin* 22060 (October 4, 2001) at 89 contains the quoted information. The Postal Service affirmatively asserts that this *Postal Bulletin* article (copy attached as Attachment 2) specifies Postal Service policy for "Persons With No Fixed Address."

Paragraph 24

The Postal Service admits that Complainant accurately quotes portions of the cited decision issued by the Postal Service Judicial Officer.[7]

Paragraph 25

This paragraph consists largely of legal argument, to which no response is necessary. However, the Postal Service agrees that the Complainant is eligible for indefinite general delivery service as described in Attachment 1 hereto. Otherwise, to the extent necessary, allegations in this paragraph are denied.

Paragraph 26

This paragraph consists of legal arguments and assertions that do not warrant a response.

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[7] Matters addressed in this decision, including provision of general delivery service to homeless customers in Seattle, Washington, were ultimately heard by the Ninth Circuit Court. *Currier, et al., v. Potter*, No. 02-35232, 379 F.3d 716; 2004 U.S. App. LEXIS 16614, *cert. denied*, 125 S. Ct. 2935, 2005 U.S. LEXIS 4867 (June 20, 2005).

Paragraph 27

This paragraph contains legal arguments and assertions, to which no response is required.

Paragraph 28

Denied. The Postal Service does have a policy that allows indefinite general delivery service to persons lacking a physical address that comports with its operational requirements, as summarized in the Attachment.

[Section V] ("Description of all Persons or Classes of Persons Similarly Affected")

The Postal Service denies the assertions made in this paragraph.

[Section VI] ("Statement of Specific Relief or Redress")

This paragraph apparently requests various remedies. The Postal Service denies that any are warranted. Complainant has been the object of inconsistent decisions by postal officials, with most offices accommodating his requests for extended general delivery service while some have not. Complainant cites the document that states national Postal Service policy to the effect that persons lacking a permanent address may utilize general delivery service indefinitely, making the gravamen of the Complaint his interest in having that policy applied to him. Attachment 1 does just that.

To the extent allegations are not addressed specifically above and a response is warranted, the Postal Service denies such allegations.

WHEREFORE, the United States Postal Service respectfully requests that this proceeding be dismissed.[8]

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Daniel J. Foucheaux
Chief Counsel, Ratemaking

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Kenneth N. Hollies, Attorney

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Sheela A. Portonovo, Attorney

[8] The Postal Service previously directed field officials not to terminate Complainant's general delivery service in Grapeland, Texas; a copy of this pleading is being provided to Complainant directly via Priority Mail.

Dallas District Manager

Re: General Delivery Service in Grapeland, TX 75844;
Complaint of Daniel Ray Unger, PRC Docket No. C2006-1

This letter involves the request of the customer identified above for indefinite general delivery service at the Grapeland, Texas Post Office, a matter that is also the subject of a pending complaint case at the Postal Rate Commission under Docket No. C2006-1.

On May 24, 2006, the Postal Service filed its Answer to the formal Complaint, in which it took the position that the Complaint is now moot since the Postal Service has determined to provide the complaining customer continuing general delivery service. Mr. Unger should be provided general delivery service indefinitely, unless 1) some operational reason requires another arrangement, 2) Mr. Unger moves away from the area or discontinues service, 3) Mr. Unger receives or is eligible for carrier delivery, or 4) Mr. Unger successfully establishes Post Office box service locally. The Answer was filed by our attorney after consultation with my office and close consideration of the applicable regulations.

This letter accordingly conveys to you my formal recommendation that the affected customer be afforded general delivery at the Grapeland Post Office or a nearby office, provided none of the conditions in the previous paragraph are satisfied. Our regulations now afford sufficient flexibility to permit ongoing general delivery service, and especially in larger cities with substantial homeless populations, there is precedent for this.

As recently as 1992, the Postal Service did limit the duration of general delivery service in city delivery offices to 30 days. Domestic Mail Manual (DMM) Issue 45 § 953.2 (December 20, 1992). However, as Mr. Unger correctly notes in his Complaint, the 30-day limit embodied in DMM 508.6.4 today defines the maximum duration respective mail pieces are held, not to the permissible duration of a customer's general delivery service.

Your assistance in bringing this matter to resolution is appreciated.

Fred Hintenach
Manager, Customer Service Operations

cc: Grapeland Postmaster
Mary Anne Gibbons, Vice President and General Counsel
Ms. Delores Killette, Consumer Advocate

Retail

NOTICE

Post Office Box and General Delivery Service for Persons With No Fixed Address

In an effort to assist persons with no fixed address, a homeless person's PS Form 1093, *Application for Post Office Box or Caller Service,* may be approved under the following conditions:

1. The applicant is personally known to the postmaster or clerk and known as a person with no fixed address. The applicant must provide a verifiable point of contact, for example, place of employment, shelter, charitable institution, or social services office, or
2. An unknown applicant submits one form of proper identification, such as a valid driver's license or other credential showing the applicant's picture and signature. The applicant must provide a verifiable point of contact, for example, place of employment, shelter, charitable institution, or social services office.

Customers receiving Post Office box service must pay the fees listed in *Domestic Mail Manual* (DMM) R900.19.0.

Applicants who cannot meet these conditions may receive indefinite general delivery service as provided in *Domestic Mail Manual* (DMM) D930. All customers receiving mail through general delivery can be required to present suitable identification before mail is given to them. DMM D930.1.4, "Holding Mail," cites a 30-day limit for general delivery mail. Employees are reminded that this time limit specifies how long individual mailpieces are held and does not refer to how long an individual person may receive general delivery service.

— Delivery and Retail, 10-4-01

Obsolete Dinero Seguro Forms

Effective October 4, 2001, the following Dinero Seguro® forms will no longer be used and will not be reprinted.

PS Form 5007, Dinero Seguro Change of Recipient

- Plain paper with Postal Service and Bancomer logos used for printing receipts. Use plain laser printer paper.

PS Form 5008, Dinero Seguro Action Form

- No longer necessary for problem investigation. Contact the Help Desk when appropriate. Remember to get a ticket number for future reference.
- When a customer wants to change the recipient, retain the system-generated Postal Service copy. Customers must show ID before a change-recipient action can be taken. Give the customer the system-generated copy. Obtain all necessary signatures.
- For a fee guarantee claim: Instruct customers to call the Call Center at 1-888-ENVIOMX. The Call Center will research the claim and, if the claim is valid, will contact the Post Office and give authorization to issue the fee refund using PS Form 3533, *Application and Voucher for Refund of Postage, Fees, and Services*.

PS Form 5009, Dinero Seguro Refund Request

- No longer necessary for refunds.
- Retain the system-generated Postal Service copy and staple to PS Form 3533.
- Give the customer the system-generated copy. Obtain all required Retail signatures.
- Write any additional information (e.g., refund reason) on PS Form 3533.

PS Form 5010, Dinero Seguro Clerk Observation Evaluation

- No longer used.

PS Form 5011, Traning Confirmation Sure Money/Dinero Seguro

- No longer used. Please refer to *Postal Bulletin* 22052 (6-14-01, page 79).

— Delivery and Retail, 10-4-01