

VIA EMAIL AND EXPRESS MAIL/DELIVERY RECEIPT

October 29, 2014  
Mr. Zach Cowan, City Attorney  
City of Berkeley  
2180 Milvia Street, Fourth Floor  
Berkeley, CA 94704

RE: Berkeley Main Post Office, 2000 Allston Way

Dear Mr. Cowan:

This letter is in response to your letter of October 27, 2014 and is intended to address what seem to be the City's main issues.

First, you express concerns about the fact that the United States Postal Service ("Postal Service") will not discuss with the City of Berkeley the details regarding the status of properties being offered for sale by the Postal Service, including the Berkeley Main Post Office, beyond what is already publicly available at <http://uspspropertiesforsale.com/>. The Postal Service needs to continue to keep confidential that information, which under good business practice, would not be disclosed.

Second, your request for *immediate* disclosure of information from me, for which you have already submitted a FOIA request, is not acceptable. As you know, the Postal Service, like other entities of the Federal government, follows the requirements of, the Freedom of Information Act (FOIA). The Postal Service will follow those requirements in response to your previous FOIA request for documents.

Third, the Postal Service will provide you with a copy of our response to the October 24, 2014 letter from the Advisory Council on Historic Preservation (ACHP). The Postal Service will do so in accordance with the requirements of the regulations implementing Section 106 of the National Historic Preservation Act (NHPA). Although the NHPA does not specify a mode of transmission of such information to consulting parties such as the City of Berkeley, we will send it to you by email.

Fourth, with respect to your request that the Postal Service provide the City with 30 days' prior notice before taking actions with respect to the Berkeley Main Post Office, we cannot agree to do so, as that would be contrary to good business practice. The Postal Service has engaged with the City of Berkeley in the Section 106 process with the desire to reach a satisfactory agreement. It is unfortunate that we have been unable to reach such an agreement in large part due to the City's insistence that the Postal Service include in any preservation covenant a requirement that the Postal Service lease space in the Berkeley Main Post Office for the operation of a postal facility with specifically

detailed services listed in the covenant, such as bulk mail pick up, for a period of fifty years. This appears to the Postal Service to be an attempt to use the consultative process under Section 106 of the NHPA to coerce or force the Postal Service to change how it operates its business, which is not the intent of the Section 106 process. This is not acceptable.

Very truly yours,

Sharon K. Freiman  
Chief Counsel, Property Law  
United States Postal Service