

Surface Transportation Board
Washington, D.C. 20423-0001

Office of Economics

June 26, 2020

Mr. Darryl E. Fields
Senior Transportation Planner
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

Re: Waybill Request WB20-13

Dear Mr. Fields:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of March 26, 2020 on behalf of the Mid-America Regional Council (MARC) for permission to access the confidential Carload Waybill Sample (CCWS). Your request explained that the requested data will be used to advance a multi-state study under the FHWA's Megaregions and National Economic Partnership grant. In addition, your request stated that the study will research the types of multimodal freight technology your region should be prepared to accommodate through policy, regulation, and investment, and the collaborative mechanisms for doing so in a consistent fashion across your territory. The study will address the need to understand how your food-producing rural areas are served by rail, capturing a granular level of geography and accurate picture of the national markets and gateways you must reach with today's and tomorrow's technologies. Specifically, you requested the 2018 CCWS, specific essential fields of the CWS, all records for traffic that originated, terminated, interchanged in, or that passed through the states of Illinois, Iowa, Kansas, Missouri, and Nebraska. You also indicated that "railroad revenues are not needed and are not part of this request". Notice of your request was published in the *Federal Register* on June 8, 2020. The Association of American Railroads (AAR) filed a limited objection to this request on June 22, 2020, requesting clarification that MARC would receive only data for traffic that originated, terminated, interchanged in, or that passed through the identified states.

Having considered MARC's request and AAR's request for clarification, you will be authorized access to access the requested data. Specifically, you will have access to the CCWS data pertaining to traffic that was originated, terminated, interchanged in, or that passed through the states of Illinois, Iowa, Kansas, Missouri, and Nebraska, with no revenue information, for 2018. This data may only be used for the purpose detailed in your request. ***This approval becomes effective when signed agreements from the individuals listed below are received by the STB:***

- a) *Darryl Fields – Mid-America Regional Council*
- b) *Joseph Bryan – WSP USA*

Waybill Agreement WB20-13

The expiration date for this agreement is July 31, 2021. Unless you seek and obtain a renewal from the STB, this agreement upon expiration obligates you to return or destroy all copies of the data (see item 6 of the agreement).

Several aspects of the CCWS limit the conclusions that may be drawn from analysis of the CCWS: 1) the CCWS is a sample, and 2) the CCWS is based on terminating shipments from relatively large carriers. Only those railroads with more than 4,500 annual terminating carloads are included in the sample. The limited sampling of small railroads may have a substantial effect on studies covering areas served predominately by non-sampled railroads. For additional information on the CCWS, see *Reference Guide* @ <https://prod.stb.gov/reports-data/waybill/> on the Board's website.

The rules for release of waybill data are codified at 49 C.F.R. § 1244.9. The CCWS contains confidential shipper and railroad data. As a result, the CCWS is commercially sensitive and has the potential to cause competitive harm to shippers and railroads if disclosed. Therefore, the following agreement must be signed, and a copy of the signature pages returned to the STB, before any waybill data can be used.

Your signature acknowledges your agreement to comply with the following:

1. Absent permission from the STB, you shall make the information contained in the CCWS (including work product and analyses derived from the CCWS) available only to the individuals identified above. You acknowledge that STB regulations expressly limit CCWS data access to “employees or those contractors working on the particular project or study requiring the waybill data.” The STB may approve access for additional employees or contractors working on the particular project or study requiring the waybill data. Each such additional individual must review and sign this agreement and return a copy of the signature page to the STB.
2. You will not release any CCWS data (including work product and analyses derived from the CCWS) to anyone who has not signed this agreement and been approved for access by the STB until the STB has had the opportunity to review the materials proposed for disclosure to ensure confidentiality.
3. You acknowledge that, in addition to the restrictions described in paragraphs 1 and 2 above, you are bound by the STB's rules governing use and disclosure of CCWS data. These include the confidentiality provisions of 49 C.F.R. §§ 1244.9(f)(1)-(3), which require that “[a]ny shipper data obtained from the Waybill Sample shall not be publicly released unless the data are aggregated to include at least three shippers.” In addition, you agree not to disclose CCWS data that permits identification of an individual railroad.

Waybill Agreement WB20-13

4. You will refer any requests for CCWS data in your possession (including work product and analyses derived from the CCWS) to the STB for processing and will inform the requesting party of such referral to the STB. If you are compelled by law or order of a governmental or judicial body to release CCWS data, you shall notify the Board in writing within three days of any determination that CCWS data must be released, and in no event later than five days before the CCWS data is scheduled to be released.
5. In order to retain access to the CCWS beyond the expiration date specified above, you must submit a written request for an annual extension of the agreement no later than thirty days prior to the expiration date and the renewal request must be approved by the Office of Economics. **If an annual agreement is not signed and approved, you must certify by no later than the expiration date that all CCWS data (including all work product and analyses derived from the CCWS) obtained under this agreement has been destroyed or returned to the STB.**
6. Failure to request an extension (if necessary), or destroy or return CCWS data when required, may prevent any future release of CCWS data to you. Violations of this agreement may subject you to sanctions by the Board.

After all parties have signed and returned this agreement, please contact Mr. Dusenberry (202) 245-0319 to make the necessary arrangements to have a copy of the data sent to you. The STB will provide the data by email through file transfer protocol. Prior payment of processing and mailing cost of **\$116 (\$58 per confidentiality agreement)** is required. Payment can be made through the Board's electronic payment system, Pay.gov. Your payment through Pay.gov will generate a unique Pay.gov transaction number, which you will need to provide with your signed agreement. Pay.gov accepts payment through bank accounts, credit cards, debit cards with a MasterCard or Visa logo, and digital wallet.

Sincerely,

William Brennan

William Brennan
Director
Office of Economics

Waybill Agreement WB20-13

I have read and understand the conditions for release of the CCWS data. I agree to comply fully with these conditions and the provisions of this confidentiality agreement. No later than thirty days before the agreement expires, I will request an extension of this agreement, if necessary. If no extension is requested, I will return or destroy all CCWS data and certify that I have done so. I have the authority to sign this agreement.

By: Darryl Fields


Signature

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I have read and understand the conditions for release of the CCWS data. I agree to comply fully with these conditions and the provisions of this confidentiality agreement. No later than thirty days before the agreement expires, I will request an extension of this agreement, if necessary. If no extension is requested, I will return or destroy all CCWS data and certify that I have done so. I have the authority to sign this agreement.

By: Joseph Bryan

Signature  _____