

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

Office of Economics

June 8, 2020

Ms. Cheryl R. Ball
Waterways and Freight Administrator
Missouri Department of Transportation
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Re: Waybill Request WB20-19

Dear Ms. Ball:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of May 7, 2020 for permission to access the confidential Carload Waybill Sample (CCWS). Your request explained that the requested data will be used for updating the existing Statewide Freight Plan and Statewide Rail Plan into a combined Statewide Freight and Rail Plan in accordance with the Fixing America's Surface Transportation (FAST) Act. In addition, your request stated that these particular data are required to support analysis and identification of the freight generators related to rail in the States that most significantly drive the demand for freight transportation services. The proposed project will include an analysis of the trends of existing and emerging industries and their impact on future freight transportation demand related to rail and proactively enhance economic opportunities for the region. Specifically, you requested the 2012-2018 CCWS, all fields and all records for traffic that originated, terminated, interchanged in, or that passed through the states of Missouri, Illinois, Kansas, and Arkansas. Notice of your request was published in the *Federal Register* on May 18, 2020. The Association of American Railroads (AAR) filed an objection to this request on June 1, 2020, arguing that MoDOT has not justified why revenue-related information from the waybill data should be released.

Having considered MoDOT's request and AAR's objection, I will grant access to a more limited set of data. I have granted narrower access because your request does not establish a basis for you to receive revenue-related information from the CCWS. Therefore, you will have access to the CCWS data pertaining to traffic that was originated, terminated, interchanged in, or that passed through the states of Missouri, Illinois, Kansas, and Arkansas, with no revenue information, for 2012-2018. 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) Cheryl R. Ball – Missouri Department of Transportation
- b) Jerry Shadewald – HNTB – Project Manager II
- c) Aaron Bowe – HNTB – Project Manager I
- d) Eric Youngblom – HNTB – Project Manager I
- e) Ruoyu Liu – HNTB – Engineer II

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- f) *Lisa Destro – Cambridge Systematics – Senior Freight Analyst*
- g) *Mohammadreza Kamali – Cambridge Systematics – Freight Analyst*
- h) *Weiwen Xie – Quetica, LLC – Chief Scientist and Technology Officer*
- i) *Mark Berndt – Quetica, LLC – Senior Freight Consultant*
- j) *Ben Zietlow – Quetica, LLC – Planning Analyst*
- k) *Prakash Jamar Kattel – Quetica, LLC – Supply Chain Modeler*

The expiration date for this agreement is June 30, 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

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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.

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.

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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 **\$638 (\$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,

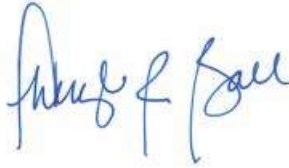
William Brennan

William Brennan
Director
Office of Economics

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By:



Signature

Cheryl R. Ball

Name - Please Print

Waterways and Freight Administrator, Missouri Department of Transportation

Title

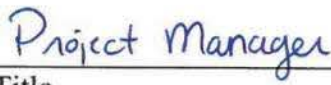
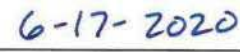
6/22/2020

Date

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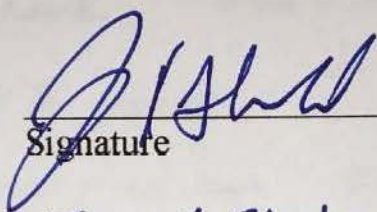
By:


Signature
Name - Please Print
Title
Date

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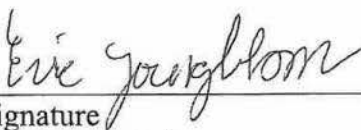
By:


SignatureJerry K. Shadewald
Name - Please PrintTransportation Planning Engineer
TitleJune 17, 2020
Date

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By:



Signature

Eric Youngblom

Name - Please Print

Project Manager I

Title

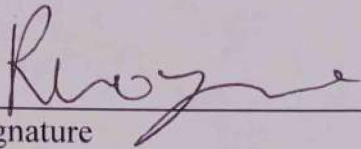
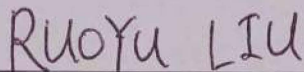
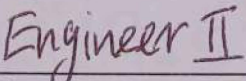
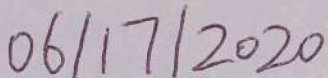
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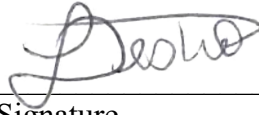
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Name - Please Print
Title
Date

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By:

_____
Signature

Lisa Destro

Name - Please Print

Senior Freight Analyst

Title

June 17, 2020

Date

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By:

Mohammadreza Kamali

Signature

Mohammadreza Kamali

Name - Please Print

Freight Analyst

Title

6/17/2020

Date

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By:



Signature

Ben Zietlow

Name - Please Print

Planning Analyst

Title

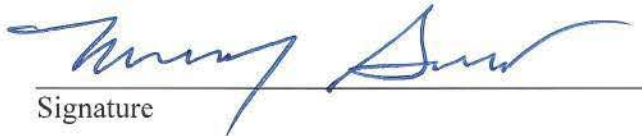
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By:


Signature

MARK J. BERNDT

Name - Please Print

LEAD Consultant

Title

6-22-2020

Date

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By:



Signature

Prakash Jamar Kattel

Name - Please Print

Supply Chain Modeler

Title

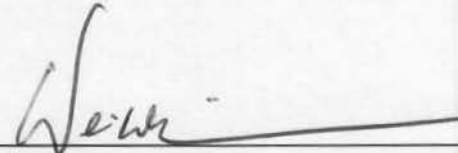
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By:



SignatureWEIWEN XIE

Name - Please PrintEXECUTIVE DIRECTOR

Title6/22/2020

Date