

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

Office of Economics

March 31, 2021

Melissa Kraemer Badtke
Executive Director
East Central Wisconsin Regional Planning Commission
400 Ahnaip Street, Suite 100
Menasha, WI 54952

Re: Waybill Request WB21-16

Dear Ms. Badtke:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of February 16, 2021 for permission to access the 2018-2019 confidential Carload Waybill Sample (CCWS) with masked revenues. Specifically, you requested the 2018 and 2019 CCWSs, all fields, masked revenues, and records for traffic originating, terminating, or traveling through the state of Wisconsin. Your request explained that the East Central Wisconsin Regional Planning Commission (ECWRPC) has contracted with CPCS to conduct a market feasibility assessment examining the potential for development of a new truck-rail transload terminal in Northeastern Wisconsin. This potential terminal would be an economic development asset for the region's communities, as it would provide local business establishments with the opportunity to transload goods locally instead of utilizing intermodal terminals elsewhere in the Midwest. Notice of your request was published in the *Federal Register* on March 3, 2021. The Wisconsin Central Ltd (WCL) filed an objection to this request on March 17, 2021, arguing that the access should be limited only to non-revenue information.

Having considered your request and WCL's objection, I will grant you access to the requested data. WCL's objection referenced WB20-48 in which the Director of the Office of Economics granted SCAG masked revenues. This decision is consistent with WB20-48 in that only access to the masked revenues is being granted. Specifically, you will have access to the full 900-byte masked 2019 Carload Waybill Sample for traffic originating, terminating, passed through, or interchanged in the state of Wisconsin. 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) *Melissa Kraemer Badtke – East Central Wisconsin Regional Planning Commission*
- b) *Eric Oberhart – CPCS Transcom Inc.*
- c) *Taslima Akter – CPCS Transcom Inc.*
- d) *Kamol Roy – CPCS Transcom Inc.*
- e) *Griffin Rock – CPCS Transcom Inc.*

Waybill Agreement WB21-16

The expiration date for this agreement is March 31, 2022. 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 @ <https://prod.stb.gov/reports-data/waybill/>.

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. You will use the CCWS data released to you solely for the purpose requested.
2. 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. The STB may approve access for additional individuals within your entity 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.
3. 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.
4. You acknowledge that, in addition to the restrictions described in paragraphs 2 and 3 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.
5. 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

Waybill Agreement WB21-16

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.

6. 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.**
7. 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 **\$305 (\$61 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. Payment can also be made directly to the Board via check or money order.

Sincerely,

William Brennan

William Brennan, PhD
Chief Economist & Director,
Office of Economics

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: Melissa Kraemer Badtke


Signature

Waybill Agreement WB21-16

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: Eric Oberhart

A handwritten signature in red ink, appearing to read 'Eric Oberhart', written over a horizontal line.

Signature

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: Taslima Akter

A handwritten signature in cursive script, appearing to read 'Taslima Akter', written in black ink.

Signature

Waybill Agreement WB21-16

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: Kamol Roy



Signature

Waybill Agreement WB21-16

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: Griffin Rock

Griffin Rock

Signature

From: [Eric Oberhart](#)
To: [Dusenberry, Alexander](#)
Cc: [Camille Wu](#)
Subject: RE: WB21-16 ECWRPC Approval Letter
Date: Thursday, April 1, 2021 9:34:29 AM

Hi,

I just checked with the person who manages our spatial analytics teams. In lieu of Vivek, we will assign Griffin Rock (grock@cpcstrans.com). Can you update the required fee, and I will collect the confidentiality agreements?

Thanks!
Eric