

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

Office of Economics

May 31, 2018

Holly Ostdick
Bureau Chief Planning
Illinois Department of Transportation

Cheryl Ball
Waterways and Freight Administrator
Missouri Department of Transportation

Re: Waybill Request WB18-15

Dear Ms. Ostdick & Ms. Ball:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of April 13, 2018 for permission to access the confidential Carload Waybill Sample (CCWS) with masked revenues. Your request explained that the requested data would be used for aiding in the characterization and benchmarking of the rail freight's system performance at the regional level to support performance-based planning and programming related to transportation infrastructure investment recommendations. Specifically, you requested the 2014-2016 CCWS, all fields and all records for traffic that originated, terminated, interchanged in, or that passed through the states of Illinois and Missouri, with masked revenues. Your request explained that these particular data were required to model the regional network and benchmarking performance related to velocity, reliability, and queuing to quantify impacts of transportation constraints. Notice of your request was published in the *Federal Register* on May 7, 2018 and no objections were received.

Based on the complete and sufficiently detailed explanations and justifications contained in your request, you will be authorized to access the requested data. Specifically, you will have access to the 2014-2016 CCWS, all fields and all records for traffic that originated, terminated, interchanged in, or that passed through the states of Illinois and Missouri, with masked revenues. 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) *Illinois DOT – Holly Ostdick*
- b) *Missouri DOT – Cheryl Ball*
- c) *East/West Gateway Council of Government – Christopher Michael*
- d) *Bi-State Development Agency – Evan Glantz, Yodit Teklu, Mary Lamie*
- e) *Aegis Strategies – Jim Phelps, Nicole Schaege, Richard Schweir, Evonne Huelsmann, Alex Tran, Mitchell Herbert, Paul Cooper, Brian Pratt, Adrian Liggett*

Waybill Agreement WB18-15

The expiration date for this agreement is June 30, 2019. 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* @ www.stb.gov/stb/industry/econ_waybill.html 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. 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.

Waybill Agreement WB18-15

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 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 \$756 is required.

Sincerely,



William Brennan
Acting Director

Waybill Agreement WB18-15

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:

Holly Ostlick
Signature

Holly Ostlick
Name - Please Print

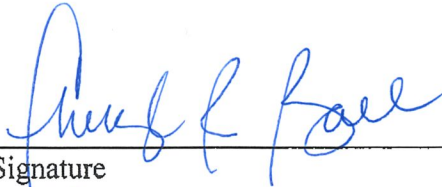
Bureau Chief, Planning
Title

June 1, 2018
Date

Waybill Agreement WB18-15

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By:



Signature

Cheryl R. Ball

Name - Please Print

MODOT — Waterways and Freight Administrator

Title

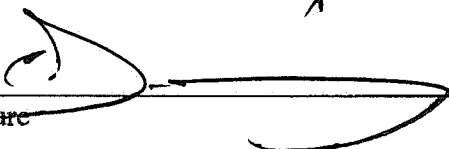
6/15/18

Date

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By:


SignatureCHRISTOPHER MICHAEL

Name - Please Print

MULTIMODAL/CORRIDOR TRANSPORTATION PLANNER

Title

06.01.2018

Date

Waybill Agreement WB18-15

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By:



Signature



Name - Please Print



Title



Date

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By:



Signature

Yodit Teklu

Name - Please Print

Associate Project Manager

Title

June 1, 2018

Date

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By:



Signature

Mary Lamie

Name - Please Print

Executive Director

Title

June 4, 2018

Date

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By:

James C. Phelps III

Signature

James C. Phelps III

Name - Please Print

Vice President - Operations

Title

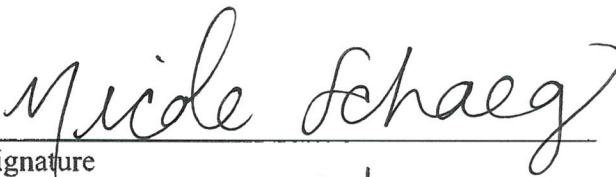
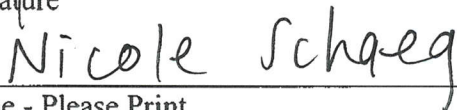
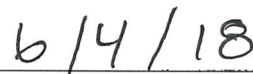
1 June 2018

Date

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By:

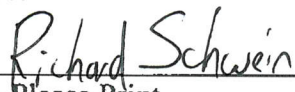

Signature
Name - Please Print
Title
Date

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By:



Signature

Name - Please Print

Title

Date

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By:



Signature

Evonne M Huelsmann

Name - Please Print

Research and Data Analyst

Title

06/01/2018

Date

Waybill Agreement WB18-15

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By:



Signature

(Alex) Tram Tran

Name - Please Print

Data Analyst Intern

Title

06/01/2018

Date

Waybill Agreement WB18-15

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By:

Mitchell Herbert

Signature

Mitchell Herbert

Name - Please Print

Consultant

Title

June 1, 2018

Date

Waybill Agreement WB18-15

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By:

Paul J Cooper
Signature

Paul J Cooper
Name - Please Print

Argis Solution Architect
Title

1/6/2018
Date

Waybill Agreement WB18-15

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By:



Signature

Brian Pratt

Name - Please Print

Software Engineer

Title

6/1/18

Date

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By:

Signature

Name - Please Print

Title

Date


Adrian Tiggett
Engineer
June 4, 2018