

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

Decision ID No. 46369

Office of Economics

November 13, 2017

John T. Gray
Association of American Railroads
425 Third Street, SW
Washington, D.C. 20024

In Response Refer To Waybill Request WB17-45

Dear Mr. Gray:

The Surface Transportation Board (STB) has approved your request of October 10, 2017 (published in the Federal register on October 30, 2017) to extend approval to WB17-11 and to add the 2016 STB Carload Waybill Sample to the approval. The 2016 STB Carload Waybill Sample will be distributed as soon as the sample has been approved for release. This approval will expire January 31, 2018. ***This approval becomes effective when the signed agreements from the parties listed below are received by the STB:***

- a) *AAR*
- b) *Dr. Christopher Barkan – University of Illinois*
- c) *Dr. Gerard McCullough – Northface Associates*
- d) *Dr. Mark Burton – University of Tennessee*

Because contract information is privileged, the revenue field of the waybill sample may not represent the true revenue for contract movements. Railroads are permitted, under certain conditions, to replace the contract revenue with a calculated “masked” figure. The masked revenue figures are typically larger than actual contract revenues, but need not be. Further, there are often end-of-year adjustments provided for in contract rates, typically calling for rebates or discounts once minimum volume commitments are met, that may not always be included in the masked or actual waybill revenue figures. This may have a major impact on the information you expect to extract from the waybill sample. The use of revenue data from the Carload Waybill Sample in any type of comparison may lead to wrong or misleading results.

When using the data the parties must recognize several aspects which limit drawing general conclusions from any potential findings: 1) The waybill data are sample data, and 2) the data are based on terminating shipments from relatively large carriers. Only those railroads with more than 4,500 annual terminating carloads were included in the sample. This limited sampling of very small railroads may have a substantial effect on studies covering small areas served predominately by a non-sampled railroad.

The rules for release of waybill data [Ex Parte No. 385 (Sub-No. 2)] are codified at 49 CFR 1244.9. The waybill data contain confidential shipper and railroad data. As a result, waybill data are commercially sensitive and have the potential for competitive harm to shippers and railroads. Therefore, the following agreement must be signed before any waybill data can be used.

Your signature acknowledges your agreement to comply with the following:

1. The information contained in the released waybill data shall be made available only to members of your firm participating in the analysis.
2. The waybill data released shall be used solely for the purpose requested.
3. Your company will not release any waybill data to the public until the STB has had the opportunity to review the data to ensure its confidentiality.
4. Use of the waybill data is permitted for a period of one year. If the waybill data are needed for an additional period of time, you must request an extension of this agreement at least 30 days before expiration. **If an annual agreement is not signed, all waybill materials (including all copies) obtained under this agreement will be returned to the STB or the state must certify that the data has been destroyed.**

After you sign and return 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 Surface Transportation Board will provide the data electronically by email.

Sincerely,



William Brennan
Acting Director

I have read and understand the conditions for release of the waybill data. I agree to comply fully with these conditions and the provisions of this confidential agreement. Thirty days before the agreement expires, the AAR will request an extension of this agreement. If no extension is requested, then we will return or destroy all waybill data and certify that the AAR has no copies of the data. I understand that failure to request an extension, to return the data or destroy the data may prevent the AAR from receiving any future waybill data from the STB (see item 4). I have the authority to sign this agreement for my company.

Association of American Railroads

By:

Signature

Name - Please Print

Title

Date

JOHN T. GRAY
SVP - Policy & Economics
15 Nov 2017

Each approved consultant must sign a copy of this agreement.

I have read and understand the conditions for release of the waybill data. I agree to comply fully with these conditions and the provisions of this confidential agreement. Thirty days before the agreement expires, I will request an extension of this agreement. If no extension is requested, then we will return or destroy all waybill data and certify that I have no copies of the data. I understand that failure to request an extension, to return the data or destroy the data may prevent my company from receiving any future waybill data from the STB (see item 4). I have the authority to sign this agreement for my company.

By: Dr. Christopher Barkan



Signature

Christopher Barkan

Name - Please Print

Professor

Title

14 November 2017

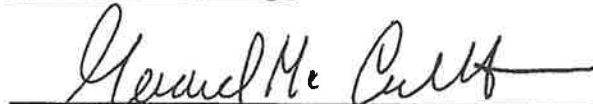
Date

Each approved consultant must sign a copy of this agreement.

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Dr. Gerard McCullough

By:


Signature

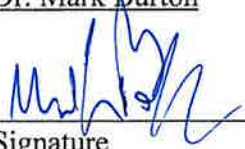
GERARD Mc Collough
Name - Please Print

President
Title

11/16/2017
Date

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I have read and understand the conditions for release of the waybill data. I agree to comply fully with these conditions and the provisions of this confidential agreement. Thirty days before the agreement expires, I will request an extension of this agreement. If no extension is requested, then we will return or destroy all waybill data and certify that I have no copies of the data. I understand that failure to request an extension, to return the data or destroy the data may prevent my company from receiving any future waybill data from the STB (see item 4). I have the authority to sign this agreement for my company.

By: Dr. Mark Burton

Signature
MARK L. BURTON
Name - Please Print
UT
Title
11-15-2017
Date