

Surface Transportation Board
Washington, D.C. 20423-0001
Office of Economics

September 10, 2024

Mr. Jeffrey Sriver
Director of Transportation Planning
And Programming
Chicago Department of Transportation
2 North LaSalle Street
Suite 1100
Chicago, Illinois 60602

Re: Waybill Request WB24-39

Dear Mr. Sriver:

The Surface Transportation Board (STB or Board) has received your request under 49 C.F.R. § 1244.9(c) of August 1, 2024 for permission to access the confidential Carload Waybill Sample (CCWS) with masked revenues. Your request explained that the requested data would be used for the purpose developing the Chicago Rail Futures Study and will use the data to develop a commodity flow analysis, evaluate trends of rail traffic volumes and routing, and develop a rail traffic forecast and capacity analysis. Specifically, you requested continued access to the masked CCWS for 2005, 2010, 2015, 2017, 2018, and 2019 for railroad traffic originating, terminating, or passing through the Chicago Region (seven counties in Northeast Illinois). In addition, you are requesting the masked CCWS for 2020, 2021, and 2022 for railroad traffic originating, terminating, or passing through the Chicago Region (seven counties in Northeast Illinois). Notice of your request was published in the *Federal Register* on August 14, 2024, 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 continued access to the masked CCWS for 2005, 2010, 2015, 2017, 2018, and 2019 for all railroad traffic originating, terminating, or passing through the entire state of Illinois. In addition, you are granted access to the masked CCWS for 2020, 2021, and 2022 for all railroad traffic originating, terminating, or passing through the entire state of Illinois. The Board is distributing data for the entire state of Illinois due to the limitations of the waybill sample. The waybill sample only allows for the Board to be able to identify the originating and terminating traffic but not the passing through traffic for the Chicago Region. Once received, 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) *Jeffrey Sriver – Chicago Department of Transportation*
- b) *Joe Alonzo – Chicago Department of Transportation*
- c) *Ryan Richter – Chicago Department of Transportation*
- d) *Jesse Elam – Cook County Department of Transportation and Highways*

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- e) Rebecca Wingate – Association of American Railroads*
- f) Velicia Goode-Moore – Illinois Department of Transportation*
- g) David Zarowny – Illinois Department of Transportation*
- h) Elaine McKenzie – Cambridge Systematics*
- i) Lisa Destro – Cambridge Systematics*
- j) Weslene Uy – Cambridge Systematics*
- k) Leonardo Cavalcanti – Cambridge Systematics*
- l) Andreas Aepli – DB ECO*

The expiration date for this agreement is September 30, 2025. As indicated in your previous waybill agreements, WB18-36 and WB21-19, in order to retain access to the CCWS beyond the expiration date of an agreement, you must submit a written request for annual extensions no later than thirty days prior to the specified expiration dates and, absent approval for a renewal, must certify that all CCWS data was destroyed or returned to the STB. Given your late renewal requests, the STB reiterates that these procedures are applicable to this new agreement (WB24-39), and 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 below). If you have any questions about your compliance obligations, please contact Mr. Dusenberry (202) 245-0319.

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.

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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 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

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STB will provide the data by email through file transfer protocol. Prior payment of processing and mailing cost of **\$744 (\$62 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,

KRISTEN
MONACO

Digitally signed by
KRISTEN MONACO
Date: 2024.09.10
16:44:09 -04'00'

Kristen Monaco, PhD
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: Jeffrey Sriver


Signature _____

Waybill Agreement WB24-39

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By: Joe Alonzo

A handwritten signature in cursive script that reads "Joe Alonzo".

Signature

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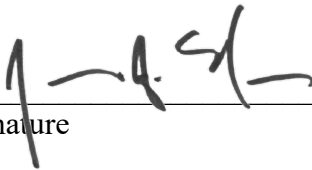
By: Ryan Richter

Signature Ryan Richter

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By: Jesse Elam



Signature

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By: Rebecca Wingate



Signature

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By: Velicia Goode-Moore

Velicia M. Goode-Moore
Signature

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By: David Zarowny

David Zarowny

Signature

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By: Elaine McKenzie

A handwritten signature in cursive script that reads "Elaine McKenzie".

Signature

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By: Lisa Destro

Lisa Destro

Signature

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By: Weslene Uy



Signature

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By: Leonardo Cavalcanti

Leonardo Cavalcanti

Signature

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By: Andreas Aeppli

A handwritten signature in dark ink, appearing to read 'Andreas Aeppli', is written over a horizontal line.

Signature