

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

Office of Economics

March 27, 2023

Bharat Kalivarapu
UNLV Brookings Mountain West,
The Lincy Institute, Transportation Research Center,
And CBER
4505 S. Maryland Pkwy.
Las Vegas, NV 89154

Re: Waybill Request WB23-07

Dear Mr. Kalivarapu:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of February 24, 2023 for permission to access certain data from the 2021 confidential Carload Waybill Sample (CCWS) with masked revenues. Specifically, from the 2021 CCWS, you requested the volume, commodity, and masked revenues fields for records where the traffic originated, terminated, or passed through Clark County, Nevada. Your request explained that access to the CCWS is needed so that S&P Global can produce the rail freight forecasts from 2021 to 2050 for Clark County. In addition, you state the CCWS will help you understand the potential increase in freight volume boosted by industrial land development in Southern Nevada, which in turn will determine the strategies to enhance existing infrastructure in the most optimal ways among rail, road, air, or waterways to transport goods. Notice of your request was published in the *Federal Register* on March 1, 2023, and no objections were received

Based on the complete and sufficiently detailed explanations and justifications contained in your request, your request to access the requested data will be authorized. Specifically, you will have access to the full 913-byte masked 2021 Carload Waybill Sample for traffic that originated or terminated in Clark County, Nevada. You will not receive records for traffic that may have passed through Clark County, Nevada as the CCWS data does not identify what counties traffic passes through. 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) *Bharat Kalivarapu – University of Nevada, Las Vegas*
- b) *Zachary Allen – University of Nevada, Las Vegas*
- c) *Bengt Muten – S&P Global*
- d) *Karlis Pujats – S&P Global*

The expiration date for this agreement is March 31, 2024. 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://www.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 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

Waybill Agreement WB23-07

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 **\$240 (\$60 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,

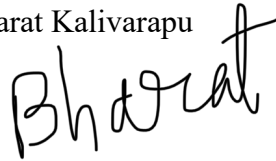
William Brennan

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

Waybill Agreement WB23-07

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: Bharat Kalivarapu

A handwritten signature in black ink, appearing to read 'Bharat', written over a horizontal line.

Signature

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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.

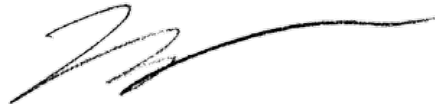
By: Zachary Allen



Signature

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By: Bengt Muten

A handwritten signature in black ink, appearing to be 'Bengt Muten', written over a horizontal line.

Signature

Waybill Agreement WB23-07

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: Karlis Pujats



Signature

Dr. William Brennan
Office of Economics, Environmental Analysis and Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Dear Dr. Brennan:

We hereby request one copy each of the years 2021 confidential Carload Waybill Sample with masked revenues of railroad traffic originating, terminating, or passing through the state of Clark County, Nevada. In addition, we ask that access to the requested data be granted to *S&P Global (formerly IHS Markit)*, so that the firm can provide a database connected to the Research on Infrastructure and Logistics in Southern Nevada and Neighboring States being conducted by the University of Nevada, Las Vegas (UNLV) sponsored by Nevada Governor's Office of Economic Development (GOED). *S&P Global* will produce the rail freight forecasts from 2021 to 2050 for Clark County by using the Waybill Sample for our project. The Waybill Sample information will help us understand the potential increase in freight volume boosted by industrial land development in Southern Nevada, which in turn will determine the strategies to enhance existing infrastructure in the most optimal ways among rail, road, air, or waterways to transport goods.

Those *S&P Global* and UNLV employees who will be working with the Carload Waybill Sample information will sign the standard confidentiality agreement. Please be assured that the requested data will be kept confidential and used only by those persons who need the information for the project. The individuals who will work with the information are as follows:

S&P Global:
Bengt Muten
Karlis Pujats

UNLV:
Bharat Kalivarapu
Zachary Allen

If you have any questions concerning this request, please contact the Center for Business and Economic Research (CBER), UNLV at cber@unlv.edu or (702) 895-3191. Thank you for your consideration of this request.

Sincerely,

UNLV Brookings Mountain West, the Lincy Institute,
Transportation Research Center, and CBER