

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

Office of Economics

November 5, 2020

Mr. Scott Strelecki
Southern California Association of Governments
Regional Planner
900 Wilshire Blvd
Ste. 1700
Los Angeles, CA 90017

DECISION ID 50628

Re: Waybill Request WB20-48

Dear Mr. Strelecki:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of October 5, 2020 for permission to access the confidential Carload Waybill Sample (CCWS) with masked revenues. Your request explained that the requested data would be used for a comprehensive integrated passenger and freight rail study for most of southern California. Specifically, you requested the full 900-byte masked 2019 Carload Waybill Sample for traffic originating, terminating, passed through, or interchanged in the state of California. Also, you requested consolidation and extended access to your previous waybill agreements, WB19-49, WB19-54, and 19-62. These agreements granted you access to 2011-2018 CCWS for traffic that originated, terminated, interchanged in, or that passed through California. Notice of your request was published in the *Federal Register* on October 19, 2020. The Association of American Railroads (AAR) filed an objection to this request on November 2, 2020. The AAR sought to clarify that data provided would relate only to California and objected to the provision of any revenue information.

Having considered SCAG's request and AAR's objection, I will grant you access to the requested data. 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 California. You are also granted continued access to the 2011-2018 CCWS data already in your possession. As you were granted access to masked data for 2016 in WB 18-11 (extended in WB19-54), and 2017 and 2018 in WB 19-62, and it appears that masked revenue data for recent years is useful for your proposed analysis, I am also granting access to masked 2019 revenue data. The 2019 CCWS will be released to you once it becomes available. 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) Scott Strelecki – Southern California Association of Governments
- b) Prithvi Deore – Southern California Association of Governments
- c) Derek Cutler – EDR Group
- d) Jennifer Goldberg – EDR Group

The expiration date for this agreement is November 30, 2021. 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 1 and 2 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 WB20-48

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 **\$244 (\$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
Director
Office of Economics

Waybill Agreement WB20-48

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: Scott Strelecki

Scott Strelecki	Digitally signed by Scott Strelecki DN: cn=Scott Strelecki, o=SCAG, ou=Goods Movement - Transportation Finance, email=strelecki@scag.ca.gov, c=US Date: 2020.12.29 15:27:29 -08'00'
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Signature

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By: Prithvi Deore

Prithvi Deore Digitally signed by Prithvi Deore
DN: cn=Prithvi Deore, o=CCWS, ou=
regional-operations, email=prithvi.deore@ccws.com

Signature

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By: Derek Cutler



Digitally signed by: Derek Cutler
DN: CN = Derek Cutler email = derek.
cutler@ebp-us.com C = US O = EBP US, Inc.
Date: 2020.11.23 10:17:26 -0500'

Signature

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By: Jennifer Goldberg

Jennifer Goldberg

Signature