

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

Office of Economics

June 29, 2022

Muhammad Baksh
 Cross Harbor Freight Program Tier II
 4 World Trade Center
 150 Greenwich Street, 17th Floor
 New York, NY 10007

Re: Waybill Request WB22-36

Dear Mr. Baksh:

The Surface Transportation Board (STB or Board) has approved your request to extend your access to the STB Carload Waybill Samples with masked revenues for 2016-2017 all fields, and records for traffic originating, terminating, or traveling through the state of New York, New Jersey, Pennsylvania, and Connecticut originally obtained in WB18-19, WB20-28, and in WB21-46. This data may only be used for the purposes outlined in your request and may not be used for any other purpose such as private, commercial consulting. ***This approval becomes effective when signed agreements from the individuals listed below are received by the STB:***

- a) *Muhammad Baksh – Port Authority of New York and New Jersey*
- b) *Jean-Philippe Magron – HDR*
- c) *Yiannoulla Charalambous – HDR*
- d) *Mohammadreza Kamali – Cambridge Systematics*
- e) *Christopher Lamm – Cambridge Systematics*
- f) *Lisa Destro – Cambridge Systematics*
- g) *Paul Ciannavei – IHS Markit*
- h) *Bengt Muten – IHS Markit*
- i) *Mei Mei Lee – AKRF, Inc.*
- j) *Christina Hidalgo – STV, Inc.*

The expiration date for this agreement is June 30, 2023. 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* @ <https://www.stb.gov/reports-data/waybill/> on the Board's website.

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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.
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**

Waybill Agreement WB22-36

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, the extension is granted.

Sincerely,

William Brennan

William Brennan, PhD
Chief Economist & Director
Office of Economics

Waybill Agreement WB22-36

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: Muhammad Baksh



Signature

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By: Jean-Philippe Magron

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

Signature

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By: Yiannoulla Charalambous



Signature

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By: Mohammadreza Kamali

Mohammadreza Kamali

Signature

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By: Christopher Lamm

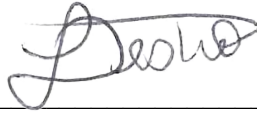


Signature

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By: Lisa Destro

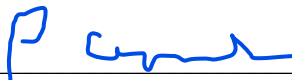
A handwritten signature in dark ink, appearing to read "Destro", written over a horizontal line.

Signature

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By: Paul Ciannavei


Signature

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By: Bengt Muten



Signature

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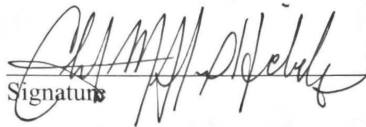
By: Mei Mei Lee

Signature

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

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: Christina Hidalgo


Signature _____

From: Magron, JeanPhilippe <JP.Magron@hdrinc.com>

Sent: Tuesday, June 28, 2022 10:22 AM

To: Dusenberry, Alexander <Alexander.Dusenberry@stb.gov>; Ramirez, Pedro <Pedro.Ramirez@stb.gov>; Brennan, William <William.Brennan@stb.gov>

Cc: Baksh, Muhammad <mbaksh@panynj.gov>; Guzi, Glenn <gguzi@panynj.gov>; Torres, David <davtorres@panynj.gov>; Liantonio, John <jliantonio@panynj.gov>

Subject: RE: WB21-46 Extension Request

Importance: High

Mr. Dusenberry. Following my vmail, I hope this email finds you well. While I will be confirming the names of all the signatories to the agreement, I would like to formally request another extension on behalf of the PANYNJ here cc'd for WB21-46 (attached); which is to expire this coming June 30. If the extension can be granted for more than 1-yr, we would also be receptive to such options. Also, please confirm if any fees are required at this point. Thanks JP

JP Magron

D (862) 236.1711 **M** (212) 671.0180

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