

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

Office of Economics

February 22, 2019

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

Re: Waybill Request WB18-36

Dear Mr. Sriver:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of November 5, 2018 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 of evaluating trends of rail traffic volumes and routing in order to understand the users of the Chicago rail terminal and beneficiaries of investment made by The Chicago Region Environmental and Transportation Efficiency Program partners. Specifically, you requested the masked Carload Waybill Samples for 2005, 2010, 2015, and 2017 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 February 1, 2019 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 access to masked Carload Waybill Samples for 2005, 2010, 2015, 2017 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. The 2017 Carload Waybill Sample will be sent to you once it has been approved for release. ***This approval becomes effective when signed agreements from the individuals listed below are received by the STB:***

- a) *Chicago Department of Transportation*
- b) *Metro Strategies*
- c) *Cambridge Systematics*
- d) *Cook County Department of Transportation and Highways*
- e) *Association of American Railroads*
- f) *Illinois Department of Transportation*
- g) *HNTB*

Waybill Agreement WB18-36

The expiration date for this agreement is March 31, 2020. 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 @ www.stb.gov/stb/industry/econ_waybill.html.

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.

Waybill Agreement WB18-36

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. The Board requests that you pay processing and mailing costs in the amount of \$392 (\$56 per confidentiality agreement).

Sincerely,



William Brennan
Director
Office of Economics

Waybill Agreement WB18-36

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: Chicago Department of Transportation

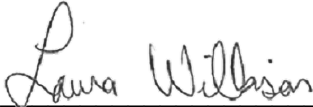

Signature

Jeffrey Sriver
Name - Please Print

Director of Transportation Planning and Programming
Title

March 8, 2019
Date

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: Metro Strategies

Signature
Laura Wilkison
Name - Please Print
Executive Vice President
Title
3/27/19
Date

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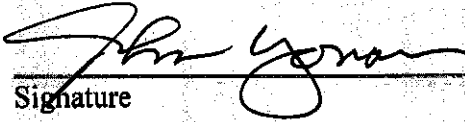
By: Cambridge Systematics

Signature
KIMON PROUSSALOGLOU
Name - Please Print
EXEC. VICE PRESIDENT
Title
3 / 8 / 2019
Date

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By: Cook County Department of Transportation and Highways


Signature

John Yonan
Name - Please Print

Superintendent
Title

3/8/19
Date

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By:

Association of American Railroads

Signature

JOHN T GRAY
Name - Please PrintSVP, Policy & Economics
Title7 MARCH 2019
Date

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By: Illinois Department of Transportation

Signature

John Oimoen

Name - Please Print

John Oimoen

Title

Deputy Director Rails

Date

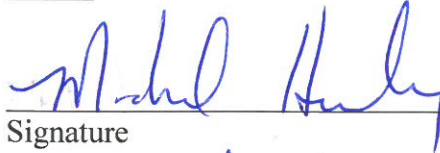
3/29/19

Waybill Agreement WB18-36

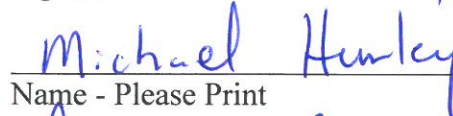
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HNTB

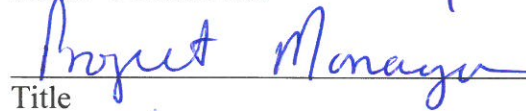
By:



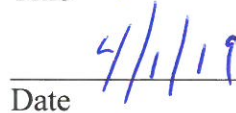
Signature



Name - Please Print



Title



Date