

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

Office of Economics

July 18, 2018

Patrick Thrasher
Manager, Port Rail Program
Port Authority of New York and New Jersey
4 World Trade Center
150 Greenwich Street, 17th Floor
New York, NY 10007

Re: Waybill Request WB18-19

Dear Mr. Thrasher:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of June 20, 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 supporting analysis of rail freight traffic in the metropolitan region. Specifically, you requested the 2016 and 2017 CCWSs, all fields, masked revenues, and records for traffic originating, terminating, or traveling through the states of New York, New Jersey, Pennsylvania, and Connecticut. Your request explained that these particular data were required in order to generate a processed waybill database. Notice of your request was published in the *Federal Register* on July 3, 2018, 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. 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) Kyle McGraw – Port Authority of New York and New Jersey
- b) Paul Ciannavei – IHS Markit
- c) Chris Lamm – Cambridge Systematics
- d) JeanPhilippe Magron – HDR

The expiration date for this agreement is July 31, 2019. 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

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information on the CCWS, see @ www.stb.gov/stb/industry/econ_waybill.html on the Board's website.

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 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

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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 \$216 is required.

Sincerely,

A handwritten signature in black ink that reads "William Brennan". The signature is written in a cursive, flowing style.

William Brennan
Acting Director

Waybill Agreement WB18-19

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:

Signature

Name - Please Print

Title

Date



Kyle F McGraw

Sr Program Manager

7/18/2018

Waybill Agreement WB18-19

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By:

_____
Signature

Paul Ciannavei

Name - Please Print

Consulting Principal

Title

July 18, 2018

Date

Waybill Agreement WB18-19

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By:



Signature

Christopher Lamm

Name - Please Print

Principal, Cambridge Systematics

Title

30 July 2018

Date

Waybill Agreement WB18-19

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By:

_____
Signature**Jean-Philippe Magron**_____
Name - Please Print**Environmental Planning Manager**_____
Title**July 31st, 2018**_____
Date

THIS EMPLOYEE CONFIDENTIALITY AGREEMENT BY AND BETWEEN Henningson, Durham & Richardson Architecture and Engineering, P.C. (hereinafter referred to as "HDR"), and Jean-Philippe Magron (hereinafter referred to as "Employee") is entered into this 31st day of July, 2018.

RECITALS

WHEREAS, HDR has entered into or may enter into a contract with the Surface Transportation Board (hereinafter referred to as "STB") to access Confidential Carload Waybill Sample with masked revenues as provided by STB (hereinafter referred to as "Contract"). The Contract and/or Non-Disclosure Agreement entered into between HDR and STB requires HDR's employees to comply with the confidentiality obligations contained therein.

NOW, THEREFORE, in consideration of HDR allowing Employee to perform services under the Contract with STB, Employee agrees as follows:

CONFIDENTIALITY

Employee represents that he/she has read the confidentiality sections of the Contract and/or NDA, that he/she fully understands these sections, and agrees to be bound by the terms contained in such sections. Employee agrees not to use or permit the use of any Confidential Information, as that term is defined in the Contract and/or NDA, obtained during his/her performing services under the Contract for any purposes other than to perform such services. Employee further agrees not to disclose any Confidential Information to any person who is not under a similar obligation to keep such information confidential.

Employee understands and agrees that money damages may not be a sufficient remedy for breach of this Employee Confidentiality Agreement and thus agrees that a remedy of specific performance, injunction or other equitable relief is appropriate for said breach. Such a remedy shall not be deemed the exclusive remedy for breach of this Employee Confidentiality Agreement, but shall be in addition to any remedy available at law or equity.

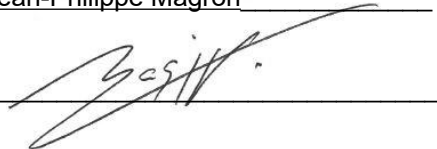
The confidentiality obligations of Employee hereunder shall continue and remain in effect for the same period of time as HDR is obligated to keep such information confidential under the Contract and/or NDA with STB.

The parties further agree that this Agreement is to be governed by the laws of the State of New York.

Employee agrees to the above terms and conditions and has hereby executed this Agreement on the day and year first written above.

Employee

Printed: Jean-Philippe Magron

Signature: 

Title: Environmental Planning Manager

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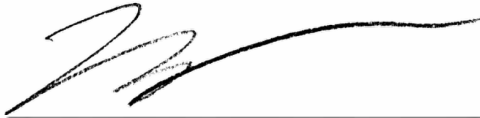
By:

_____
Signature**Thomas C. McLaughlin**_____
Name - Please Print**President for Henningson, Durham & Richardson
Architecture and Engineering, P.C.**_____
Title**July 31st, 2018**_____
Date

Waybill Agreement WB18-19

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By:

_____
Signature

Bengt Mutén

Name - Please Print

Consulting Principal

Title

24 July 2018

Date

Waybill Agreement WB18-19

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By:



Signature

Steven C Owens

Name - Please Print

Consulting Principal

Title

7/23/2018

Date

Waybill Agreement WB18-19

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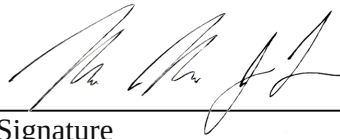
By:


SignatureCHRISTINA ALEXIOU HIDALGO
Name - Please PrintPROJECT MANAGER
Title31 JULY 2018
Date

Waybill Agreement WB18-19

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By:

_____
SignatureMei Mei Lee_____
Name - Please Print

Senior Technical Director

Title

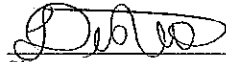
July 31, 2018

Date

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By:



Signature

Lisa Destro

Name - Please Print

Associate

Title

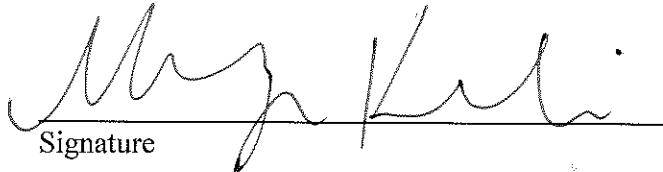
7/30/2018

Date

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By:


SignatureMohammadreza Kamali
Name - Please PrintFreight Analyst
Title7/30/2018
Date