

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

Office of Economics

November 7, 2018

Mr. John B. Totaro, Jr.
Neville Peterson LLP
1400 16th Street, N.W.
Suite 350
Washington, DC 20036

Re: Waybill Request WB18-33

Dear Mr. Totaro:

The Surface Transportation Board (STB) has received your request under 49 C.F.R. § 1244.9(c) of October 16, 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 research regarding trends in rail freight traffic and equipment usage. Specifically, you requested select fields (Attachment A) from the 2017 masked Carload Waybill Sample. Notice of your request was published in the *Federal Register* on October 22, 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. Specifically, you will have access to select fields (Attachment A) from the 2017 masked Carload Waybill Sample. This data may only be used for the purpose detailed in your request. Your data will be sent to you when the 2017 Carload Waybill Sample has been approved for release. This letter also grants continued access to all other waybill agreements with Trinity Industries. ***This approval becomes effective when signed agreements from the individuals listed below are received by the STB:***

- a) Trinity Industries*
- b) Patrick Krick*

The expiration date for this agreement is November 30, 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 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.
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**

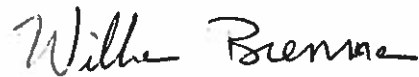
Waybill Agreement WB18-33

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.

Sincerely,

A handwritten signature in cursive script that reads "William Brennan".

William Brennan
Director
Office of Economics

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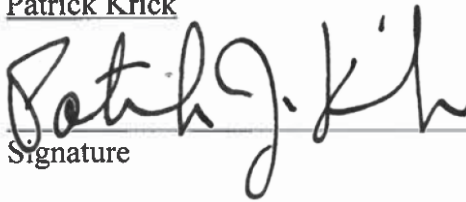
I have read and understand the conditions for release of the CCWS data. I agree to comply fully with these conditions and the provisions of this confidentiality agreement. No later than thirty days before the agreement expires, I will request an extension of this agreement, if necessary. If no extension 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: Trinity Industries

Signature
S. Theis Rice
Name - Please Print
Sr. V.p.
Title
11. 9. 2018
Date

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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: Patrick Krick

Signature

Patrick J. Krick
Name - Please Print

Consultant
Title

November 7. 2018
Date

ATTACHMENT A

Trinity Industries, Inc., requests permission for its consultant to use the following data fields from the STB Carload Waybill Sample for 2017:

<u>Item</u>	<u>Name</u>
1	Unique Serial Number
2	Waybill Number
3	Waybill Date
4	Accounting Period
5	Number of Carloads
6	Car Initial
7	Car Number
8	Intermodal TOFC/COFC Service Code
9	Number of TOFC/COFCs
10	TOFC/COFC Initial
11	TOFC/COFC Number
12	Commodity Code (STCC)
13	Billed Weight
14	Actual Weight
18	Inter/Intra State Code
19	Transit Code
20	All Rail/Intermodal Code
21	Type Move (import/export)
22	Type Move Via Water
23	Substituted Truck for Rail
24	Shortline Miles
25	Rebill Code
26	Stratum Identification
27	Subsample Code
28	Intermodal Equipment Flag
30	Waybill Identifier (MRI only)
31	Reporting Railroad
32	Origin FSAC
33	Origin Railroad
34	Interchange #1 Rule 260
35	First Bridge RR
36	Interchange #2 Rule 260
37	Second Bridge RR
38	Interchange #3 Rule 260
39	Third Bridge RR
40	Interchange #4 Rule 260
41	Fourth Bridge RR
42	Interchange #5 Rule 260
43	Fifth Bridge RR

ATTACHMENT A to Trinity Industries, Inc. Request (cont.)

44	Interchange #6 Rule 260
45	Sixth Bridge RR
46	Interchange #7 Rule 260
51	Termination Railroad
52	Termination FSAC
53	Population Count
54	Stratum Count
55	Reporting Period Length
58	Car Capacity
59	Nominal Car Capacity
60	Tare Weight of Car
61	Outside Length
62	Outside Width
63	Outside Height
64	Extreme Outside Height
65	Type of Wheel Bearings and Brakes
66	Number of Axles
67	Draft Gear
68	Number of Articulated Units
69	Pool Code Number
70	AAR Equipment Type
71	Mechanical Designation
72	Licensing State (TOFC)
73	Maximum Weight on Rail
76	STCC w/o Hazardous (49) Codes
77	Origin Railroad Alpha
78	First Interchange RR Alpha
79	Second Interchange RR Alpha
80	Third Interchange RR Alpha
81	Fourth Interchange RR Alpha
82	Fifth Interchange RR Alpha
83	Sixth Interchange RR Alpha
86	Termination Railroad Alpha
87	Junction Frequency
88	Theoretical Expansion Factor
89	Routing Error Flag
90	STB Car Type
92	AAR/RAILINC Error Codes
93	Car Ownership
94	AAR TOFC/COFC Unit Type
95	Deregulation Date
96	Deregulation Flag
97	Service Type
98	Expanded Carloads

ATTACHMENT A to Trinity Industries, Inc. Request (cont.)

99	Billed Weight in Tons
100	Expanded Tons
101	Expanded Trailer/Container Count
113	First Railroad Distance
114	Second Railroad Distance
115	Third Railroad Distance
116	Fourth Railroad Distance
117	Fifth Railroad Distance
118	Sixth Railroad Distance
119	Seventh Railroad Distance
122	Termination Railroad Distance
123	Total Distance
124	Origin State Alpha
125	First Junction State Alpha
126	Second Junction State Alpha
127	Third Junction State Alpha
128	Fourth Junction State Alpha
129	Fifth Junction State Alpha
130	Sixth Junction State Alpha
131	Seventh Junction State Alpha
134	Termination State Alpha
135	Origin BEA Area
136	Termination BEA Area
156	State Through Indicators
157	International Harmonized Code
158	Standard Industrial Classification
159	International S. I. C.
160	Dominion of Canada Code
161	CS54 Group Code
182	Exact Expansion Factor
193	Transborder Flag