

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

*Office of Economics*

240781

May 9, 2016

Mark H. Sidman  
Anacostia Rail Holdings Company  
1701 Pennsylvania Avenue NW,  
Suite 300  
Washington DC 20006

ENTERED  
Office of Proceedings  
May 26, 2016  
Part of  
Public Record

In Response Refer To Waybill Request WB16-22A

Dear Mr. Sidman:

**Re: EP704 (Sub-No.1), Review of Commodity, Boxcar, and TOFC/COFC Exemptions**

The Surface Transportation Board (STB) has approved the Anacostia Rail Holdings Company's (ARHC) request of May 9, 2016 for permission to access the 1987 through 2014 carload waybill data, including unmasked revenue. ***This approval becomes effective when the signed agreements from the parties listed below are received by the STB:***

- a) ARHC
- b) G.W. Fauth & Associates, Gerald W. Fauth III

Any information or reports developed from the waybill data may be provided to any party provided only if all data items are aggregated to a level that guarantees the presence of at least three shippers. The three FSAC-rule (EX Parte 385, Sub-No. 2) will be accepted as guaranteeing the presence of at least three shippers.

When using the data the parties must recognize several aspects which limit drawing general conclusions from any potential findings: 1) The waybill data are sample data, and 2) the data are based on terminating shipments from relatively large carriers. Only those railroads with more than 4,500 annual terminating carloads were included in the sample. This limited sampling of very small railroads may have a substantial effect on studies covering small areas served predominately by a non-sampled railroad.

The rules for release of waybill data [Ex Parte No. 385 (Sub-No. 2)] are codified at 49 CFR 1244.9. The waybill data contain confidential shipper and railroad data. As a result, waybill data are commercially sensitive and have the potential for competitive harm to shippers

and railroads. Therefore, the following agreement must be signed before any waybill data can be used.

Your signature acknowledges your agreement to comply with the following:

1. The information contained in the released waybill data shall be made available only to members of your firm participating in the analysis as well as any approved consultants.
2. The waybill data released shall be used solely for the purpose requested.
3. After the proceeding, failure to return the data, or destroy the data may prevent any future release of the waybill data from the STB.

After you sign and return 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 Surface Transportation Board will provide you the data on a R-CD ROM. The STB requests that you pay processing and mailing cost in the amount of \$250.

Sincerely,



William F. Huneke  
Director & Chief Economist

Each approved person must sign a copy of this agreement.

I have read and understand the conditions for release of the waybill data. I agree to comply fully with these conditions and the provision of this confidential agreement. At the conclusion of this proceeding, *Review of commodity, Boxcar, and TOFC/COFC Exemptions, Docket No. EP704 (Sub-No.1)*, I will return or destroy all waybill data and certify I have no copies of the data. I understand that failure to return or destroy the data may prevent me from receiving any future waybill data from the STB.

Anacostia Rail Holdings Company

By:



Signature

MARK H SIDMAN

Name - Please Print

GENERAL COUNSEL

Title

5/10/16

Date

Each approved person must sign a copy of this agreement.

I have read and understand the conditions for release of the waybill data. I agree to comply fully with these conditions and the provision of this confidential agreement. At the conclusion of this proceeding, *Review of commodity, Boxcar, and TOFC/COFC Exemptions, Docket No. EP704 (Sub-No.1)*, I will return or destroy all waybill data and certify I have no copies of the data. I understand that failure to return or destroy the data may prevent me from receiving any future waybill data from the STB.

G.W. Fauth & Associates

By:



\_\_\_\_\_  
Signature

Gerald W. Fauth III

Name - Please Print

PRESIDENT

\_\_\_\_\_  
Title

5/9/16

\_\_\_\_\_  
Date