

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

Office of Economics

ENTERED
Office of Proceedings
June 20, 2016
Part of
Public Record

June 15, 2016

Michael Schon
Vice President
Portland Cement Association
1150 Connecticut Avenue, NW, Suite 500
Washington, DC 20036-4104

In Response Refer To Waybill Request WB16-25A

Dear Mr. Schon:

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

The Surface Transportation Board (STB) has approved the Portland Cement Association (PCA) request of June 14, 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) *Hilary Moffett - PCA*
- b) *Michael Schon - PCA*
- c) *Peter Pfohl - Slover & Loftus*
- d) *Jamie Heller - Hellervorx*
- e) *John Schmitter - KEP LLC*

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. Before the information or reports are shared to other parties, the Surface Transportation Board needs to review the aggregate tables.

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 \$400.

Sincerely,

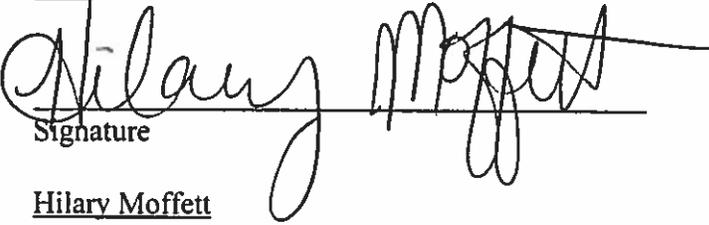


for

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.

By: PCA

Signature
Hilary Moffett
Name - Please Print
Director, Government Affairs
Title
6/19/2016
Date

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By: PCA



Signature

Michael Schon
Name - Please Print

V.P. Government Affairs
Title

6/20/2016
Date

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By: Slover & Loftus

Signature

Peter Pfohl
Name - Please Print

Partner
Title

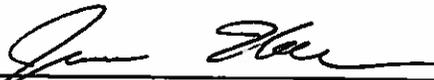
6/20/2016
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Hellerworx

By:



Signature

Jamie Heller
Name - Please Print

PASSENGER
Title

6/16/16
Date

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KEP LLC

By:


Signature

John Schmitter
Name - Please Print

PRESIDENT
Title

06.16.16
Date