

Culdesac – New site (co-location with NPT)(Est. \$100,000)  
Winchester – New Site (co-location with NPT)(Est. \$100,000)  
Teakean Butte/Stoney Point – Upgrade microwave (Est. \$70,000)  
Lewiston (McGregor) – Upgrade microwave (Est. \$35,000)  
Lewiston (Orchards) – Upgrade microwave (Est. \$35,000)

Estimated expenses for Idaho operations for January 1, 2013 through December 31, 2013, excluding Toll, Roaming and Cost of Goods Sold are approximately \$10,400,000.

#### **2014**

Deary - New cell site including microwave and EVDO (Est. \$300,000)  
Lewiston (LCSC) – Upgrade microwave (Est. \$35,000)  
Lewiston (6<sup>th</sup> Street) – Upgrade microwave (Est. \$35,000)  
Nuxoll/Grangeville – Upgrade microwave (Est. \$70,000)  
Grangeville/Mt. Idaho – Upgrade microwave (Est. \$70,000)  
Mt. Idaho/Rocky Butte – Upgrade microwave (Est. \$70,000)  
West Twin/Moscow WT – Upgrade microwave (Est. \$70,000)

Estimated expenses for Idaho operations for January 1, 2014 through December 31, 2014, excluding Toll, Roaming and Cost of Goods Sold are approximately \$10,527,000.

#### **2015**

West Twin/Stoney Point – Upgrade microwave (Est. \$70,000)  
Lewiston (Orchards)/Spalding – Upgrade microwave (Est. \$70,000)  
LTE – Core and 30 sites (Est. \$2,400,000)

Estimated expenses for Idaho operations for January 1, 2015 through December 31, 2015, excluding Toll, Roaming and Cost of Goods Sold are approximately \$10,650,000.

#### **2016**

Network investments are unknown at this time, however, sites will require LTE upgrade.

Estimated expenses for Idaho operations for January 1, 2016 through December 31, 2016, excluding Toll, Roaming and Cost of Goods Sold are approximately \$10,800,000.

#### **2017**

Network investments are unknown at this time, however, sites will require LTE upgrade.

Estimated expenses for Idaho operations for January 1, 2017 through December 31, 2017, excluding Toll, Roaming and Cost of Goods Sold are approximately \$10,930,000

These projects represent what has been contingently approved in the budget process however, since Inland Cellular attempts to operate on a cash flow basis and sites/upgrades are dependent upon need, suitability, negotiation and cash flow, some of these projects may not be completed within the budgeted period or the budgeted funds may be re-directed to other

sites where need is warranted. An actual capital budget for the following year is not developed until the month of November of the previous year, however, Inland Cellular will continue to place investments and incur expenses related to the provisioning, maintenance and upgrading facilities for the services supported by USF into these areas as it has done in the past.

Through the expenditure of these funds as well as past investments, the Company is able to continue to provide services at a level that the Company believes meets the intent set forth in 47 U.S.C. § 254 of providing quality telecommunications services to customers in the service area for which the Company is designated as an ETC.

The Company reports that it has not received any Interstate Access or High Cost Universal Service Support for SAC 479007. Inland Cellular maintains ETC status for Lifeline and possible future mobility funds.

**INLAND CELLULAR TELEPHONE COMPANY**  
Corporate Offices

103 S. 2nd St.  
P.O. Box 688  
Roslyn, WA 98941  
Telephone: (509) 649-2500  
Fax: (509) 649-3300



February 25, 2013

Via Federal Express overnight delivery

Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Suite TW-A325  
Washington, DC 20554

With a delivery address of:  
9300 East Hampton Drive  
Capital Heights, MD 20743  
(202) 418-0300

Re: **EB Docket No. 06-36**  
Annual Section 64.2009(e) Certification

As required by section 64.2009(e) of the Commission's rules, enclosed are an original and four copies of the Customer Proprietary Network Information Compliance Certification executed by Inland Cellular Telephone Company/Inland Cellular LLC on behalf of Washington RSA No. 8 Limited Partnership and Eastern Sub-RSA Limited Partnership (collectively "Inland Cellular"), Form 499 Filer ID Numbers 801744 and 801741, respectively. Also enclosed is the Statement Regarding Operating Procedures for Inland Cellular.

If you should have any questions, I can be contacted at (509) 649-2500.

Sincerely,

  
James K. Brooks  
Treasurer/Controller

Enclosures

Cc: Best Copy and Printing (via email to [FCC@BCPIWEB.COM](mailto:FCC@BCPIWEB.COM))  
FCC Enforcement Bureau

**ANNUAL SECTION 64.2009(e) CERTIFICATION**  
**EB Docket No. 06-36**

**Annual § 64.2009(e) CPNI Certification for 2012**

**Dated: February 22, 2013**

**Company: Washington RSA No. 8 Limited Partnership (d/b/a Inland Cellular)**

**Form 499 Filer ID Number: 801744**

**Name of Signatory: James K. Brooks**

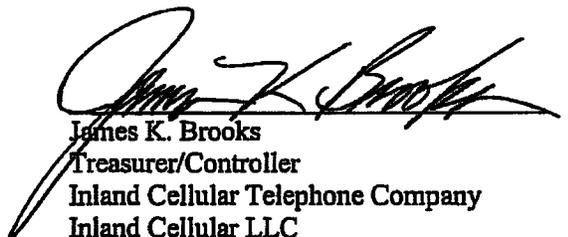
**Title of Signatory: Treasurer/Controller**

I, James K. Brooks, certify that I am a duly authorized officer of Inland Cellular Telephone Company/Inland Cellular LLC/Washington RSA No. 8 Limited Partnership (hereafter "WA-8 LP") and, acting as an agent of WA-8 LP and in accordance with the underlying partnership agreement, that I have personal knowledge that WA-8 LP has established operating procedures that are adequate to ensure compliance with the Customer Proprietary Network Information ("CPNI") rules of the Federal Communications Commission ("Commission"), codified at 47 C.F.R. Part 64 Subpart U, implementing Section 222 of the Communications Act of 1934, as amended.

Attached to this certification is an accompanying statement explaining how the company's procedures ensure that the company is in compliance with the requirements set forth in sections 64.2001 *et seq.* of the Commission's rules.

WA-8 LP has not taken any actions (proceedings instituted or petitions filed by WA-8 LP at either state commissions, the court system, or at the Commission against data brokers) against data brokers in the past year. During the calendar year ended December 31, 2012, WA-8 LP did not acquire first-hand any information that it has identified as being information with respect to the processes pretexters are using to attempt to access CPNI.

WA-8 LP has not received any customer complaints in the past year concerning the unauthorized release of CPNI.

  
James K. Brooks  
Treasurer/Controller  
Inland Cellular Telephone Company  
Inland Cellular LLC  
Washington RSA No. 8 Limited Partnership

**ANNUAL SECTION 64.2009(E) CERTIFICATION**  
**EB Docket No. 06-36**

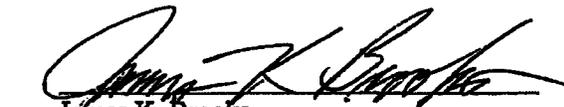
**Annual § 64.2009(e) CPNI Certification for 2012**  
**Dated: February 25, 2013**  
**Company: Eastern Sub-RSA Limited Partnership (d/b/a Inland Cellular)**  
**Form 499 Filer ID Number: 801741**  
**Name of Signatory: James K. Brooks**  
**Title of Signatory: Treasurer/Controller**

I, James K. Brooks, certify that I am a duly authorized officer of Inland Cellular Telephone Company/Inland Cellular LLC/Eastern Sub-RSA Limited Partnership (hereafter "ESRLP") and, acting as an agent of ESRLP and in accordance with the underlying partnership agreement, that I have personal knowledge that ESRLP has established operating procedures that are adequate to ensure compliance with the Customer Proprietary Network Information ("CPNI") rules of the Federal Communications Commission ("Commission"), codified at 47 C.F.R. Part 64 Subpart U, implementing Section 222 of the Communications Act of 1934, as amended.

Attached to this certification is an accompanying statement explaining how the company's procedures ensure that the company is in compliance with the requirements set forth in sections 64.2001 *et seq.* of the Commission's rules.

ESRLP has not taken any actions (proceedings instituted or petitions filed by ESRLP at either state commissions, the court system, or at the Commission against data brokers) against data brokers in the past year. During the calendar year ended December 31, 2012, ESRLP did not acquire first-hand any information that it has identified as being information with respect to the processes pretexters are using to attempt to access CPNI.

ESRLP has not received any customer complaints in the past year concerning the unauthorized release of CPNI.

  
James K. Brooks  
Treasurer/Controller  
Inland Cellular Telephone Company  
Inland Cellular LLC  
Eastern Sub-RSA Limited Partnership

**STATEMENT REGARDING OPERATING PROCEDURES  
IMPLEMENTING 47 C.F.R. PART 64 SUBPART U  
GOVERNING USE OF  
CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)  
MARCH 1, 2013**

The following statement explains how the operating procedures of Washington RSA No. 8 Limited Partnership and Eastern Sub-RSA Limited Partnership (collectively "Inland Cellular" or "Company") ensure that it is in compliance with the Commission's CPNI rules, as codified at 47 C.F.R. Part 64 Subpart U (§§ 64.2001-64.2011) and is relevant to calendar year 2011. Except as otherwise indicated, the following applies with respect to the Commission's rules in effect both before and after the December 8, 2007 effective date of the Commission's April 2, 2007 Report and Order in CC Docket No. 96-115. See FCC 07-22 (rel. Apr. 2, 2007); Public Notice, DA 07-4915 (rel. Dec. 6, 2007). This statement covers calendar year 2012.

**I. Use of customer proprietary network information without customer approval.**

A. Inland Cellular may use, disclose, or permit access to CPNI for the purpose of providing or marketing service offerings among the categories of service to which the customer already subscribes from Inland Cellular, without customer approval.

*Inland Cellular presently offers CMRS to its customers.*

B. Inland Cellular may not use, disclose, or permit access to CPNI to market to a customer, service offerings that are within a category of service to which the subscriber does not already subscribe from Inland Cellular, unless Inland Cellular has customer approval to do so, except as described in Section I.C.

(1) Inland Cellular may use, disclose or permit access to CPNI derived from their provision of wireless service, without customer approval, for the provision of CPE and information services.

(2) Inland Cellular may not use, disclose or permit access to CPNI to identify or track customers that call competing service providers.

C. Inland Cellular may use, disclose, or permit access to CPNI, without customer approval, as follows:

(1) Inland Cellular may use, disclose, or permit access to CPNI, in its provision of installation, maintenance, and repair services.

(2) Inland Cellular may use, disclose, or permit access to CPNI for the purpose of conducting research on the health effects of commercial mobile radio services ("CMRS").

(3) Inland Cellular may use CPNI to market services formerly known as adjunct-to-basic services, such as, but not limited to, speed dialing, computer-provided directory assistance, call monitoring, call tracing, call blocking, call return, repeat dialing, call tracking, call waiting, caller I.D., call forwarding, and certain Centrex features.

D. Inland Cellular may use, disclose, or permit access to CPNI to protect Inland Cellular's rights or property; to protect its users and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, Inland Cellular's services; and to render, provision, bill or collect for services.

*Inland Cellular's operating procedures comply with these requirements and include, but are not limited to, the provisions described below. The Company does not engage in any outbound telemarketing. Outbound print marketing, if any, that may be distributed by the Company by mail is addressed to all subscribers or customers within the applicable geographic area, zip code(s) and/or telephone number prefix(es), without regard to the specific services that the subscriber or customer receives, or does not receive, from the Company and/or the Company's affiliates. Under Company policy, none of the Company's affiliates is permitted to use any CPNI of the Company for any outbound telemarketing or outbound print marketing.*

*Moreover, the Company does not use any CPNI for any inbound marketing of services that are not within a category of service (i.e., local, interexchange, and CMRS) to which the customer already subscribes from the Company and/or one or more of the Company's affiliates. The Company does not sell, or provide access to any third party to, any of the Company's CPNI for purposes of marketing the services of the Company or of any of its affiliates, other than as permitted without prior customer approval with respect to the Company's affiliates. Except for CPNI made available to other telecommunications carriers pursuant to tariffed or detariffed billing and collection arrangements and billing and collection services provided pursuant thereto, and pursuant to reciprocal roaming agreements, the Company does not provide CPNI to any third-party for any purpose.*

*The Company, its employees and agents may make such other uses and disclosures of, and permit access to, CPNI without customer approval as are permitted by applicable statute, rule, regulation or order. Such uses, disclosures or access may include those authorized by Section 222(c) and (d) of the Communications Act of 1934, as amended, by Section 64.2005 of the Commission's rules and by orders of the Commission.*

*Except as set forth above, the Company does not provide any CPNI to any governmental entity, or to any other third party, other than: pursuant to subpoena or other lawful process or with the subscriber's prior written consent, or in accordance with the authentication and other requirement described below and in the FCC's rules, as a result of a person representing himself or herself to be the subscriber (or the subscriber's duly authorized agent) and having confirmed his or her identity or authority by providing to the Company appropriate identifying information (such as Social Security Number, driver's license number, mother's maiden name, user name or password, as appropriate) or documentation, or otherwise being recognized by the Company as being the subscriber or the subscriber's duly authorized agent.*

**II. Approval required for use of customer proprietary network information.**

**A. Inland Cellular may obtain customer approval through written, oral or electronic methods.**

(1) Inland Cellular does not seek or obtain oral approval, and therefore does not bear the burden of demonstrating that such approval has been given in compliance with the FCC's rules.

(2) A customer's approval or disapproval obtained by Inland Cellular to use, disclose, or permit access to the customer's CPNI, the use of CPNI outside of the customer's total service relationship with Inland Cellular must remain in effect until the customer revokes or limits such approval or disapproval.

(3) Inland Cellular must maintain records of notification and approval, whether oral, written or electronic, for at least one year.

**B. Use of Opt-Out and Opt-In Approval Processes.**

(1) Except where use, disclosure, or access to CPNI is otherwise permitted without prior customer approval (as described above), Inland Cellular only uses, discloses or permits access to CPNI upon opt-out or opt-in approval, consistent with Section 64.2007 of the Commission's rules and, by December 8, 2007, with the Commission's amended rules.

(2) Except for use and disclosure of CPNI that is permitted without customer approval under Section I, or that is described Section II.B, or as otherwise provided in section 222 of the Communications Act of 1934, as amended, Inland Cellular may only use, disclose, or permit access to its customer's individually identifiable CPNI subject to opt-in approval.

*The Company currently does not use CPNI in a manner that requires prior customer approval. Should this Company policy change, however, the foregoing policies will be applicable and policies will be implemented to ensure that the FCC's rules are complied with.*

**III. Notice required for use of customer proprietary network information.**

**A. Notification, Generally.**

(1) Prior to any solicitation for customer approval, Inland Cellular must provide notification to the customer of the customer's right to restrict use of, disclosure of, and access to that customer's CPNI.

(2) Inland Cellular must maintain records of notification, whether oral, written or electronic, for at least one year.

B. Individual notice to customers must be provided when soliciting approval to use, disclose, or permit access to customers' CPNI.

C. **Content of Notice.**

Customer notification must provide sufficient information to enable the customer to make an informed decision as to whether to permit Inland Cellular to use, disclose, or permit access to, the customer's CPNI.

(1) The notification must state that the customer has a right, and Inland Cellular has a duty, under federal law, to protect the confidentiality of CPNI.

(2) The notification must specify the types of information that constitute CPNI and the specific entities that will receive the CPNI, describe the purposes for which CPNI will be used, and inform the customer of his or her right to disapprove those uses, and deny or withdraw access to CPNI at any time.

(3) The notification must advise the customer of the precise steps the customer must take in order to grant or deny access to CPNI, and must clearly state that a denial of approval will not affect the provision of any services to which the customer subscribes. However, Inland Cellular may provide a brief statement, in clear and neutral language, describing consequences directly resulting from the lack of access to CPNI.

(4) The notification must be comprehensible and must not be misleading.

(5) If written notification is provided, the notice must be clearly legible, use sufficiently large type, and be placed in an area so as to be readily apparent to a customer.

(6) If any portion of a notification is translated into another language, then all portions of the notification must be translated into that language.

(7) Inland Cellular may state in the notification that the customer's approval to use CPNI may enhance Inland Cellular's ability to offer products and services tailored to the customer's needs. Inland Cellular also may state in the notification that it may be compelled to disclose CPNI to any person upon affirmative written request by the customer.

(8) Inland Cellular may not include in the notification any statement attempting to encourage a customer to freeze third-party access to CPNI.

(9) The notification must state that any approval or denial of approval for the use of CPNI outside of the service to which the customer already subscribes from Inland Cellular is valid until the customer affirmatively revokes or limits such approval or denial.

(10) Inland Cellular's solicitation for approval must be proximate to the notification of a customer's CPNI rights.

**D. Notice Requirements Specific to Opt-Out.**

Inland Cellular must provide notification to obtain opt-out approval through electronic or written methods, but not by oral communication (except as provided in paragraph F of this section). The contents of any such notification must comply with the requirements of paragraph C of this section.

(1) Inland Cellular must wait a 30-day minimum period of time after giving customers notice and an opportunity to opt-out before assuming customer approval to use, disclose, or permit access to CPNI. Inland Cellular may, in its discretion, provide for a longer period. Inland Cellular must notify customers as to the applicable waiting period for a response before approval is assumed.

(i) In the case of an electronic form of notification, the waiting period shall begin to run from the date on which the notification was sent; and

(ii) In the case of notification by mail, the waiting period shall begin to run on the third day following the date that the notification was mailed.

(2) Insofar as Inland Cellular is using the opt-out mechanism, it must provide a Notice to its customers every two years.

(3) If Inland Cellular uses e-mail to provide opt-out notices, it must comply with the following requirements in addition to the requirements generally applicable to notification:

(i) Inland Cellular must obtain express, verifiable, prior approval from consumers to send notices via e-mail regarding its service in general, or CPNI in particular;

(ii) Inland Cellular must allow customers to reply directly to e-mails containing CPNI notices in order to opt-out;

(iii) Opt-out e-mail notices that are returned to Inland Cellular as undeliverable must be sent to the customer in another form before Inland Cellular may consider the customer to have received notice;

(iv) Inland Cellular must ensure that the subject line of the message clearly and accurately identifies the subject matter of the e-mail; and

(v) Inland Cellular must make available to every customer a method to opt-out that is of no additional cost to the customer and that is available 24 hours a day, seven days a week. Inland Cellular may satisfy this requirement through a combination of methods, so long as all customers have the ability to opt-out at no cost and are able to effectuate that choice whenever they choose.

**E. Notice Requirements Specific to Opt-In.**

Inland Cellular may provide notification to obtain opt-in approval through oral, written, or electronic methods. The contents of any such notification must comply with the requirements of paragraph C of this section.

**F. Notice Requirements Specific to One-Time Use of CPNI.**

(1) Inland Cellular may use oral notice to obtain limited, one-time use of CPNI for inbound and outbound customer telephone contacts for the duration of the call, regardless of whether Inland Cellular uses opt-out or opt-in approval based on the nature of the contact.

(2) The contents of any such notification must comply with the requirements of paragraph C of this section, except that Inland Cellular may omit any of the following notice provisions if not relevant to the limited use for which Inland Cellular seeks CPNI:

(i) Inland Cellular need not advise customers that if they have opted-out previously, no action is needed to maintain the opt-out election;

(ii) Inland Cellular need not advise customers that they may share CPNI with their affiliates or third parties and need not name those entities, if the limited CPNI usage will not result in use by, or disclosure to, an affiliate or third party;

(iii) Inland Cellular need not disclose the means by which a customer can deny or withdraw future access to CPNI, so long as Inland Cellular explains to customers that the scope of the approval Inland Cellular seeks is limited to one-time use; and

(iv) Inland Cellular may omit disclosure of the precise steps a customer must take in order to grant or deny access to CPNI, as long as Inland Cellular clearly communicates that the customer can deny access to his CPNI for the call.

*The Company currently does not use CPNI in a manner that requires prior customer approval. Should this Company policy change, however, the foregoing policies will be applicable and Inland Cellular will implement policies to ensure that the FCC's rules are complied with.*

**IV. Safeguards required for use and disclosure of customer proprietary network information.**

A. Inland Cellular must implement a system by which the status of a customer's CPNI approval can be clearly established prior to the use of CPNI.

B. Effective December 8, 2007, Inland Cellular may release call detail information during a customer initiated telephone contact only if reasonable authentication procedures are

complied with and (1) the customer provides Inland Cellular with a pre-established password, (2) Inland Cellular, at the customer's request, sends the call detail information to the customer's address of record provided the address of record has been associated with the account for at least thirty (30) days, or (3) when Inland Cellular calls the telephone number of record to disclose the call detail information. Inland Cellular is permitted to create a back-up customer authentication method for lost or forgotten passwords. Inland Cellular is also prohibited from releasing call detail information during a retail visit without the appropriate password or valid photo identification.

However, if the during a customer-initiated telephone contact, the customer is able to provide without assistance from Inland Cellular personnel all of the call detail information necessary to address a customer service issue (i.e., the telephone number called, when it was called, and if applicable the amount charged for the call), then Inland Cellular personnel are permitted to proceed with its routine customer care procedures with respect to such call detail information.

C. Not later than June 8, 2008, Inland Cellular must authenticate a customer without readily available biographical or account information prior to allowing the customer on-line access to CPNI related telecommunication service account. Once authenticated, the customer may only obtain on-line access to CPNI related telecommunications service account through a password.

D. Effective December 8, 2007, Inland Cellular is required to notify customers immediately when a password or back-up means of authentication for lost or forgotten passwords, on-line account, or address of record is created or changed. Such notification is not required when the customer initiates service, including the selection of a password.

E. Business customers are exempt from the password requirements which became effective December 8, 2007, if: the customer is contractually bound to Inland Cellular, is serviced by a dedicated Inland Cellular account representative as the primary contact, and within the contract Inland Cellular is responsible to address its CPNI obligations. If, at any point, the business customer must go through a call center to reach a customer service representative, then the exemption does not apply.

F. Inland Cellular trains its personnel as to when they are and are not authorized to use CPNI, and Inland Cellular must has an express disciplinary process in place.

G. Inland Cellular must maintain a record, electronically or in some other manner, of its own and its affiliates' sales and marketing campaigns that use its customers' CPNI. Inland Cellular shall maintain a record of all instances where CPNI was disclosed or provided to third parties, or where third parties were allowed access to CPNI. The record must include a description of each campaign, the specific CPNI that was used in the campaign, and what products and services were offered as a part of the campaign. Inland Cellular shall retain the record for a minimum of one year.

H. Inland Cellular must establish a supervisory review process regarding its compliance with the FCC's CPNI rules for outbound marketing situations and maintain records of its

compliance for a minimum period of one year. Specifically, sales personnel must obtain supervisory approval of any proposed outbound marketing request for customer approval.

I. Effective December 8, 2007, Inland Cellular must take reasonable measures to discover and protect against attempts to gain unauthorized access to CPNI, which may include encryption of its databases. Inland Cellular must properly authenticate a customer prior to disclosing CPNI based on a customer-initiated telephone contact, on-line account access, or an in-store visit. Inland Cellular must take measures to protect CPNI stored in its internal databases from potential unauthorized access, and evaluate and increase its security measures should it discover an increase in attempts to gain access to unauthorized information.

J. Inland Cellular must provide written notice within five business days to the FCC of any instance where the opt-out mechanisms do not work properly, to such a degree that consumers' inability to opt-out is more than an anomaly.

(1) The notice shall be in the form of a letter, and shall include Inland Cellular's name, a description of the opt-out mechanism(s) used, the problem(s) experienced, the remedy proposed and when it will be/was implemented, whether the relevant state commission(s) has been notified and whether it has taken any action, a copy of the notice provided to customers, and contact information.

(2) Such notice must be submitted even if Inland Cellular offers other methods by which consumers may opt-out.

K. Effective December 8, 2007, Inland Cellular has a general duty to first inform federal law enforcement agencies, followed up by notification to affected customers, after reasonable determination of a breach of its customers' CPNI.

(1) Inland Cellular must file an electronic notification to the United States Secret Service (USSS) and the Federal Bureau of Investigation (FBI) within seven (7) business days through the central reporting facility furnished by the Commission.

(2) Inland Cellular is prohibited from notifying customers or the general public of the breach until seven (7) business days have passed after notification to the USSS and FBI unless under certain specified circumstances: (a) Inland Cellular identifies an "extraordinary need to notify customers" before that period or (b) An ongoing or potential investigation or national security requires customer disclosure to be potentially delayed for up to thirty (30) days. Inland Cellular must notify the affected customer(s) after the applicable period.

(3) Inland Cellular must maintain a record, whether electronically or in some other manner of any breaches discovered, notifications made to the USSS or FBI and notifications made to customers. The record must include, if available, dates of discovery and notification, a detailed description of the CPNI that was the subject of the breach, and the circumstances of the breach. Records must be maintained for a two (2) year period.

*Inland Cellular's operating procedures comply with all of the above requirements, including those that became effective December 8, 2007. With respect to online authentication*

*in particular, Inland Cellular has implemented measures to ensure compliance by the applicable June 8, 2008 deadline. Company personnel are trained as to when they are and are not authorized to use CPNI.*

**V. Supplemental Information**

Effective December 8, 2007, the FCC's rules require that the annual certification filed pursuant to 47 C.F.R. § 64.2009(e) disclose any actions taken against data brokers and a summary of all consumer complaints received in the previous calendar year regarding the unauthorized release of CPNI. Inland Cellular is not aware of any consumer complaints regarding the unauthorized release of CPNI and has not taken action against any data brokers.

FCC Form 555  
November 2012

**Annual Lifeline Eligible Telecommunications Carrier Certification Form**  
All carriers must complete Sections 1, 2, and 3. Carriers must complete Section 4, if applicable.

*Deadline: January 31<sup>st</sup> (Annually)*

Idaho

State

*(An Eligible Telecommunications Carrier (ETC) must provide a certification form for each state in which it provides Lifeline service).*

479007

Washington RSA No. 8 Limited Partnership

Study Area Code(s) (SAC)

ETC Name(s)

Inland Cellular Telephone Company

Inland Cellular

Holding Company Name(s)

DBA, Marketing or Other Branding Name(s)

Affiliated ETCs (include names and SACs, attach additional sheets if necessary)

Additional Sheet Attached

**Section 1:** *All ETCs (Initial the certification that applies to your ETC. Depending on the state, both certifications may apply).*

I certify that the company listed above has certification procedures in place to review income and program-based eligibility documentation prior to enrolling a customer in the Lifeline program, and that, to the best of my knowledge, the company was presented with documentation of each consumer's household income and/or program-based eligibility prior to his or her enrollment in Lifeline. I am an officer of the company named above. I am authorized to make this certification for the Study Area(s) listed above. Initial *CB*

479007

*(List the specific SAC(s) for which you are making this certification if it is not applicable to all of your study areas within the state. Attach additional sheets if necessary).*

AND/OR

I certify that the company listed above confirms consumer eligibility by relying on CAPA of Idaho prior to enrolling a customer in the Lifeline program. *(Please list the program eligibility data sources, such as ETC access to a state database and/or notice of eligibility from the state Lifeline administrator and indicate for which qualifying programs (e.g., SNAP, SSI) these sources are used to verify consumer eligibility).* I am an officer of the company named above. I am authorized to make this certification for the Study Area(s) listed above. Initial *CB*

Notice of eligibility is received via email from the Community Action Partnership Association (CAPA) of Idaho

*(List the specific SAC(s) for which you are making this certification if it is not applicable to all of your study areas within the state. Attach additional sheets if necessary).*

FCC Form 555  
November 2012

**Section 2: All ETCs (Initial the certification that applies to your ETC, and if applicable, complete columns A through L the tables below. Attach additional sheets if necessary).**

I certify that the company listed above has procedures in place to re-certify the continued eligibility of all of its Lifeline customers, and that, to the best of my knowledge, the company obtained signed certifications from all consumers attesting to their continuing eligibility for Lifeline, except those subscribers whose eligibility was verified by the company through the use of other sources of eligibility information as well as those subscribers who were re-certified by the state Lifeline administrator. Results are provided in the chart below. I am an officer of the company named above. I am authorized to make this certification for the Study Area(s) listed above.

Initial 

A	B
Number of Subscribers Claimed on May FCC Form(s) 497	Number of Lines Claimed on May FCC Form(s) 497 Provided to Wireline Resellers
93	0

C	D	E = C-D	F	G = (E+F)	H
Number of Subscribers ETC Contacted Directly to Recertify Eligibility Through Attestation	Number of Subscribers Responding to ETC Contact	Number of Non-Responding Subscribers	Number of Subscribers Responding That They Are No Longer Eligible	Number of Subscribers De-Enrolled or Scheduled to be De-Enrolled as a Result of Non-Response or Ineligibility	Number of Subscribers Who De-Enrolled Prior to Recertification Attempt

I	J	K	L
Number of Subscribers Whose Eligibility was Reviewed By State Administrator or By ETC Access to Eligibility Data	Number of Subscribers Whose Eligibility Was Examined by State Administrator or By ETC Access to Eligibility Data and Found to be Ineligible	Number of Customers De-enrolled or Scheduled to be De-Enrolled as a Result of a Finding of Ineligibility	Number of Subscribers Who De-Enrolled Prior to Recertification Attempt
89	0	0	4

FCC Form 555  
November 2012

OR

I certify that my company did not claim federal Low Income support for any Lifeline customers prior to June \_\_\_ (insert current year). I am an officer of the company named above. I am authorized to make this certification for the Study Area(s) listed above. Initial \_\_\_\_\_

(List the specific SAC(s) for which you are making this certification if it is not applicable to all of your study areas within the state. Attach additional sheets if necessary).

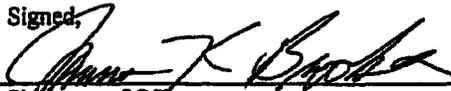
**Section 3: All ETCs (Initial the certification below).**

I certify that the company listed above is in compliance with all federal Lifeline certification procedures. I am an officer of the company named above. I am authorized to make this certification for the Study Area(s) listed above. Initial JB

**Section 4: Non-Usage Applicable to Certain Pre-Paid ETCs (the ETC does not assess or collect a monthly fee from its Lifeline subscribers)(Record the number of subscribers de-enrolled for non-usage by month in column N below).**

M	N
Month	Subscribers De-Enrolled for Non-Usage
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Signed,

  
\_\_\_\_\_  
Signature of Officer  
Treasurer/Controller  
\_\_\_\_\_  
Title of Officer  
James K. Brooks  
\_\_\_\_\_  
Person Completing this Certification Form

James K. Brooks  
\_\_\_\_\_  
Printed Name of Officer  
January 31, 2013  
\_\_\_\_\_  
Date  
(509) 649-2500  
\_\_\_\_\_  
Contact Phone Number



**ETC Identification**

SAC	ETC Name
472423	Inland Telephone Company
522423	Inland Telephone Company
479007	Washington RSA No. 8 Limited Partnership
529003	Washington RSA No. 8 Limited Partnership
529004	Eastern Sub-RSA Limited Partnership

**Holding Company Name(s)**

SAC	Holding Company Name
472423	Western Elite Incorporated Services
522423	Western Elite Incorporated Services
479007	Inland Cellular Telephone Company
529003	Inland Cellular Telephone Company
529004	Inland Cellular Telephone Company

**DBA, Marketing or Other Branding Name(s)**

SAC	Name
472423	Inland Networks
522423	Inland Networks
479007	Inland Cellular
529003	Inland Cellular
529004	Inland Cellular

**INLAND CELLULAR**

1332 G Street  
Lewiston, ID 83501  
(208) 798-0245; (800) 248-8822  
Fax (208) 746-4904

**CERTIFICATION BY CUSTOMER IN ORDER TO RECEIVE FEDERAL LIFELINE SUPPORT**

**STATE ELIGIBILITY (Subscriber signature not required)**

I certify that I am qualified through the:

- Community Action Partnership Association of Idaho (CAPAI) (See email confirmation)
- Washington Department of Social and Health Services (DSHS) - Case # \_\_\_\_\_

**INCOME ELIGIBILITY**

- I certify that my household income is at or below 135% of the federal poverty guidelines and therefore I qualify for Lifeline Support under the federal income requirements and have provided proof of my qualifications.

**FEDERAL ELIGIBILITY**

I certify that I qualify for Lifeline Support and am currently participating in one or more of the programs listed that I have checked below.

- |  |   |
|--|---|
| <input type="checkbox"/> Federal Public Housing Assistance (FPHA) or Section 8         | <input type="checkbox"/> Medicaid                                       |
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)(Food Stamps) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP)            | <input type="checkbox"/> Supplemental Security Income (SSI)             |
| <input type="checkbox"/> National School Lunch Program's free lunch program            |   |

**TRIBAL LIFELINE ELIGIBILITY**

Tribal Identification Number \_\_\_\_\_

I certify that I qualify for tribal Lifeline Support, as I reside on land that meets the Bureau of Indian Affairs definition of "reservation" (any federally recognized Indian tribe's reservation, Pueblo, or Colony including former reservations in Oklahoma, Alaska Native regions, and Indian Allotments)

**AND** participate in one of the following programs:

- |  |  |
|--|--|
| <input type="checkbox"/> Federal Public Housing Assistance (FPHA) or Section 8         | <input type="checkbox"/> Bureau of Indian Affairs General Assistance                         |
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)(Food Stamps) | <input type="checkbox"/> Tribal Administered Temporary Assistance for Needy Families (TTANF) |
| <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP)            | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)                      |
| <input type="checkbox"/> National School Lunch Program's free lunch program            | <input type="checkbox"/> Food Distribution Program on Indian Reservations                    |
| <input type="checkbox"/> Head Start (Income eligible)                                  | <input type="checkbox"/> Supplemental Security Income (SSI)                                  |
| <input type="checkbox"/> Medicaid  | <input type="checkbox"/> Income Eligibility (See Income Eligibility)                         |

**SUBSCRIBER CERTIFICATION**

It is understood that by participating in the Lifeline program, the support that I receive is not actual payment to me but a discount on my monthly billed service. Participating in Lifeline does not protect me from collection procedures if I do not pay my phone bill. I fully understand that this discount, as well as the criteria for participation in the Lifeline Program, may change and I may no longer qualify, or the amount of support may increase or decrease.

As the Certifying Subscriber, I certify that, (i) the service is for me and not a member of the household; (ii) I am not listed as a dependent on someone else's tax return; and, (iii) the service address is my primary residence. I further certify that the service that I receive from Inland Telephone Company is my main line of service and neither I nor anyone in my household receives Lifeline Support for any other telecommunications service. Further, I understand that Lifeline is a federal benefit program that provides a monthly discount on either home or mobile telephone service and **ONLY ONE** Lifeline discount is allowed per household. Members of a household are not permitted to receive Lifeline Support from multiple telecommunications companies. I understand that violation of the one-per-household requirement will result in de-enrollment from the program and possible fines and imprisonment. As the Certifying Subscriber claiming income eligibility, I certify that the documentation I have provided accurately represents: (i) my household income and the number of persons in my household; or, (ii) proof of participation in an eligible program.

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I certify that I will notify Inland Cellular within 30 days,(i) if for any reason I should no longer participate in any of the eligible programs or qualify by income, and or (ii) if I move from the address provided on this form. If my address listed above is temporary, I certify that I will verify my address to Inland Cellular every 90 days. I understand that if I fail to respond to an attempt to verify my address within 30 days, my Lifeline support may be terminated. I understand that if I fail to give notice as required, I am subject to penalties, including de-enrollment, being barred from the program and fines and imprisonment.

I understand that Lifeline Support is not transferrable and that I may not transfer my service to any individual, including another eligible Lifeline Support recipient. I further understand that if my service goes unused for 60 days, my service will be suspended subject to a 30 day period in which I may use the service or contact Inland Cellular to confirm that I want to continue receiving the service.

Further, I fully understand that in order to continue to receive this support, I must annually, or more often, certify my eligibility and provide proof of eligibility. I understand that my failure to timely re-certify will result in de-enrollment and termination of my Lifeline benefits.

I fully understand that the Lifeline Program is administered by the Universal Service Administration Company (USAC) under the guidance and authority of the Federal Communications Commission (FCC)and that all of the information that I have supplied pertaining to my eligibility will be shared with USAC and the FCC and I give my consent to do so.

I certify that the information provided on this form is true and correct to the best of my knowledge under penalty of perjury and if I have provided any misleading statements in order to receive support, I will be liable for any support received, my service may be discontinued, it may result in de-enrollment and my being barred from the program and I would be subject to state and federal fines and imprisonment.

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT (PRINTED) \_\_\_\_\_

SOCIAL SECURITY NUMBER XXX-XX- \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ NUMBER OF PERSONS IN FAMILY OR HOUSEHOLD \_\_\_\_\_

Inland Cellular - Customers serving area

EASTERN SUB-RSA, WA

IDAHO RSA 1-B2

WASHINGTON RSA NO. 8, WA

IDAHO RSA 2-B2

SIGNATURE OF CUSTOMER SERVICE REPRESENTATIVE \_\_\_\_\_

PRINTED NAME OF CUSTOMER SERVICE REPRESENTATIVE \_\_\_\_\_

*See Federal Poverty Guideline for a list of acceptable documentation for income eligibility.*

**Inland Cellular will keep the information contained in this form confidential, except as required by federal or state law. ALL INFORMATION COMPLETED ON THIS FORM IS SUBJECT TO STATE AND FEDERAL PERJURY PENALTIES.**

## INLAND CELLULAR

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Lewiston, ID 83501  
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### LIFELINE HOUSEHOLD WORKSHEET

Your **household** is everyone who lives together at your address as one economic unit (including children and people who are not related to you).

The **adults** you live with are part of your **economic unit** if they contribute to and share in the income and expenses of the household. An **adult** is any person 18 years of age or older, or an emancipated minor (a person under age 18 who is legally considered to be an adult). **Household expenses** include food, health care expenses (such as medical bills) and the cost of renting or paying a mortgage on your place of residence (a house or apartment, for example) and utilities (including water, heat and electricity). **Income includes** salary, public assistance benefits, social security payments, pensions, unemployment compensation, veteran's benefits, inheritances, alimony, child support payments, worker's compensation benefits, gifts, and lottery winnings

Spouses and domestic partners are considered to be part of the same household. Children under the age of 18 living with their parents or guardians are considered to be part of the same household as their parents or guardians. If an adult has no income, or minimal income, and lives with someone who provides financial support to that adult, both people are considered part of the same household.

**You have been asked to complete this Worksheet because someone else currently receives a Lifeline-supported service at your address. This other person may or may not be a part of your household. Answer the questions below to determine whether there is more than one household residing at your address.**

- 1) Does your spouse or domestic partner (that is, someone you are married to or in a relationship with) already receive a Lifeline-discounted phone? (check NO if you do not have a spouse or partner)  YES  NO

- > If you checked **YES**, you may not sign up for Lifeline because someone in your household already receives Lifeline. **Only ONE** Lifeline discount is allowed per household.
- > If you checked **NO**, please answer question #2.

- 2) Other than a spouse or partner, do other adults (people over the age of 18 or emancipated minors) live with you at your address?

- A. A parent  YES  NO
- B. An adult son or daughter  YES  NO
- C. Another adult relative (such as a sibling, aunt, cousin, grandparent, grandchild, etc..)  YES  NO
- D. An adult roommate  YES  NO
- E. Other \_\_\_\_\_  YES  NO

- > If you checked **NO** for each statement above, you do not need to answer the remaining questions. **Please initial line B**, below, and sign and date the worksheet.
- > If you checked **YES**, please answer question #3.

- 3) Do you share living expenses (bills, food, etc.) and share income (either your income, the other person's income or both incomes together) with at least one of the adults listed above in question #2?  YES  NO

- > If you checked **NO**, then your address includes **more than one household**. **Please initial lines A and B below**, and sign and date the worksheet.
- > If you checked **YES**, then your address includes **only one household**. You **may not** sign up for Lifeline because someone in your household already receives Lifeline.

### CERTIFICATION

Please initial the certification below and sign and date this worksheet which must accompany your Lifeline application.

- A. \_\_\_\_\_ I certify that I live at an address occupied by multiple households.
- B. \_\_\_\_\_ I understand that violation of the one-per-household requirement is against the Federal Communications Commission's rules and may result in me losing my Lifeline benefits, and potentially, prosecution by the United States Government.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
WASHINGTON RSA # 8 LIMITED PARTERSHIP *d/b/a* INLAND CELLULAR  
and NEZ PERCE TRIBE**

This Memorandum of Understanding (hereinafter "Agreement") is between the Nez Perce Tribe ("Tribe") and Inland Cellular Telephone Company as general partner of and on behalf of Washington RSA #8 Limited Partnership, *d/b/a* Inland Cellular ("Inland Cellular"), a mobile communications provider. This Agreement is intended to outline a mutual understanding that will mutually benefit both the Tribe and Inland Cellular through establishing a process for cooperation between Inland Cellular and the Tribe to enhance the wireless communications across the Nez Perce Tribe's Reservation that is within the licensed service area of Inland Cellular.

**RECITALS**

WHEREAS, Inland Cellular owns, operates and maintains a Federal Communications Commission licensed mobile communications network; and

WHEREAS, the Tribe owns, operates and maintains a not-for-profit fixed wireless communications network; and

WHEREAS, the Tribe has need to expand its fixed wireless communications coverage within the boundaries of the Nez Perce Reservation and desires expansion of mobile communications within the boundaries of the Nez Perce Reservation; and

WHEREAS, Inland Cellular and the Tribe hereby mutually agree that it is desirable to collaborate in better utilizing the resources of all parties while providing additional communications capacity within the Nez Perce Reservation; therefore,

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do mutually understand as follows:

**The Tribe:**

The Tribe will pursue funding to continue to build-out its fixed wireless equipment ("infrastructure") which includes tower locations ("Sites") to unserved and underserved areas across the Nez Perce Reservation.

The Tribe shall maintain its existing and any newly constructed fixed wireless infrastructure.

The Tribe may resell Inland Cellular's mobile communications services and establish a retail outlet within the Nez Perce Reservation. The term "resell" in this context may mean either becoming an agent of Inland Cellular or becoming a non-facilities based reseller of mobile communications service. Either "resell" option will have a contract governing the respective details.

### Inland Cellular

Inland Cellular will pursue funding to continue to build-out its mobile communications equipment ("infrastructure") which includes tower locations ("Sites") to unserved and underserved areas across the Nez Perce Reservation that are within the licensed service area of Inland Cellular.

Inland Cellular shall maintain its existing and any newly constructed mobile communications infrastructure.

### The Tribe and Inland Cellular (singularly, Party; collectively, Parties):

In the pursuit of funding to continue the build-out of fixed wireless and mobile communications infrastructures across the Nez Perce Reservation, the Parties agree to mutually support each other's endeavors with third party financing. Such support shall be in the form of written encouragement to third parties and shall not bind or encumber the other Party monetarily; there shall be no monetary support involving third party financing which includes but is not limited to letters of credit, loaning, co-signing or mortgaging.

When funding is established by either Party, the Parties mutually agree to work together in determining mutually beneficial Sites for placement of fixed wireless and mobile infrastructures. If a Site is established by either Party that has not been agreed to being beneficial to the other Party, the other Party shall not be bound to co-locate infrastructure at that Site. Acknowledgement that a Site is mutually beneficial or not, must be in writing.

Ownership of any land that is purchased for a Site shall always be considered to be owned by the purchaser of record. The Parties shall each bear the cost (capital investment, installation, maintenance, etc.) of their respective infrastructure. Co-location of infrastructure benefits both Parties. Mutually agreed upon co-location rates will be applied to new Sites.

### TERM

This Agreement term shall be five years. The Agreement will be reevaluated prior to additional five year increments unless either party gives notice of its intent to terminate the Agreement. The renewal evaluation shall consider all terms and conditions of the Agreement. The Agreement may only be modified by written agreement with updated signatures by both parties.

## TERMINATION

This Agreement may be terminated only upon 90 days written notice by either party to the other, and then only because of a breach of the Agreement or because the recited purpose of the contract becomes inapplicable.

## PARTIES

Both parties shall carry out their responsibilities under this Agreement as independent agencies and neither, by virtue of this Agreement, shall be regarded as an agent of the other.

## NOTICES

Any notices under this Agreement shall be in writing and delivered in person or by public or private courier service (including the U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile or by email. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing.

For the Tribe:

Nez Perce Tribe Technology Services  
120 Bever Grade  
P.O. Box 365  
Lapwai, ID 83540  
Attn: Danae Wilson  
Email: danaew@nezperce.org  
Phone: 208-843-7307  
Fax: 208-843-7309

For Inland Cellular:

Inland Cellular Telephone Company  
103 South 2<sup>nd</sup> Street  
P.O. Box 688  
Roslyn, WA 98941  
Attn: James K. Brooks  
Email: jbrooks@inlandnet.com  
Phone: 509-649-2500  
Fax: 509-649-3300

**SEVERABILITY**

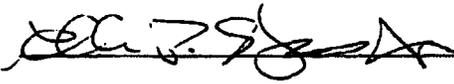
The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

**NEZ PERCE TRIBE:**

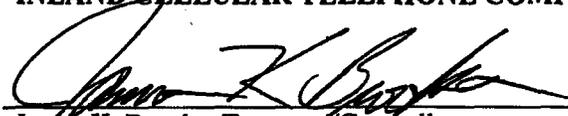
  
\_\_\_\_\_  
Date 12-17-12

Silas Whitman, Chairman

  
\_\_\_\_\_  
Date 12-17-12

Allen Slickpoo, Jr., Secretary

**INLAND CELLULAR TELEPHONE COMPANY:**

  
\_\_\_\_\_  
Date 12/19/2012

James K. Brooks, Treasurer/Controller