

June 30, 2015

Via email in .pdf format to [jean.jewell@puc.idaho.gov](mailto:jean.jewell@puc.idaho.gov)

Idaho Public Utilities Commission  
Commission Secretary  
472 W. Washington  
P.O. Box 83720  
Boise, ID 83720-0074

Re: **WC Docket No. 14-58** – FCC Form 481-Carrier Annual Report and Report and Certification Pursuant to IPUC Order No. 29841

Dear Ms. Jewel:

Enclosed is a copy of the Federal Communications Commission (“FCC”), Form 481 that was electronically completed and submitted to the Universal Service Administrative Company (“USAC”). This submission is for Inland Cellular LLC (*f/k/a* Washington RSA No. 8 Limited Partnership)(*d/b/a* Inland Cellular), Study Area Code 479007 and includes all attachments that were submitted to USAC and the FCC.

Since the Company serves the Nez Perce Reservation and/or tribal members thereof, these documents have also been sent to the Tribal Chairman.

Please review the attached filing and include Inland Cellular LLC in your Annual Use Certification Letter to USAC and the FCC. If you should have any questions, please call me at (509) 649-2500 or contact me by email at [nathan@inlandcellular.com](mailto:nathan@inlandcellular.com).

Sincerely,



Nathan Weis  
President and CEO

Enclosures

**Annual Lifeline Eligible Telecommunications Carrier Certification Form**

All carriers must complete all or portions of all sections  
Form must be submitted to USAC and filed with the Federal Communications Commission

**IMPORTANT: PLEASE READ INSTRUCTIONS FIRST**

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

479007 Study Area Code (SAC) <i>(An Eligible Telecommunications Carrier (ETC) must provide a certification form for each SAC through which it provides Lifeline service).</i>	
Idaho State	Inland Cellular LLC ETC Name
Inland Cellular DBA, Marketing or Other Branding Name <i>(If same as ETC name, list "N/A" Do not leave blank)</i>	Inland Cellular Telephone Company Holding Company Name <i>(If same as ETC name, list "N/A" Do not leave blank)</i>

Does the reporting company have affiliated ETCs? Yes  No

*Provide a list of all ETCs that are affiliated with the reporting ETC, using page 4 and additional sheets if necessary. Affiliation shall be determined in accordance with Section 3(2) of the Communications Act. That Section defines "affiliate" as "a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person." 47 U.S.C. § 153(2). See also 47 C.F.R. § 76.1200.*

Affiliated ETC's SAC	Affiliated ETC's Name
See list of Affiliated ETC's	See list of Affiliated ETC's

For purposes of this filing, an officer is an occupant of a position listed in the article of incorporation, articles of formation, or other similar legal document. An officer is a person who occupies a position specified in the corporate by-laws (or partnership agreement), and would typically be president, vice president for operations, vice president for finance, comptroller, treasurer, or a comparable position. If the filer is a sole proprietorship, the owner must sign the certification.

**Section 1: Initial Certification** *All ETCs must complete this section*

I certify that the company listed above has certification procedures in place to:

- A) Review income and program-based eligibility documentation prior to enrolling a consumer 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; and/or
- B) Confirm consumer eligibility by relying upon access to a state database and/or notice of eligibility from the state Lifeline administrator prior to enrolling a consumer in the Lifeline program.

I am an officer of the company named above. I am authorized to make this certification for the Study Area Code listed above.

Initial 

**Section 2: Annual Recertification**

Do not leave empty blocks. If an ETC has nothing to report in a block, enter a zero.

A	B	C	D	E = (A - B - C - D)
Number of subscribers claimed on February FCC Form 497 of current Form 555 calendar year  <i>(February data month)</i>	Number of lines claimed on February FCC Form 497 of current Form 555 calendar year provided to wireline resellers	Number of subscribers claimed on the February FCC Form 497 that were <u>initially</u> enrolled in the current Form 555 calendar year  <i>(These subscribers did not have Lifeline service prior to January 1 of the current 555 calendar year.)</i>	Number of subscribers de-enrolled <u>prior</u> to recertification attempt by either the ETC, a state administrator, access to an eligibility database, or by USAC	Number of subscribers ETC is responsible for recertifying for current Form 555 calendar year
289	0	12	0	277

**Recertification Results:**

F	G	H = (F-G)	I	J = (H+I)
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  <i>(This should be a subset of Block G.)</i>	Number of subscribers de-enrolled or scheduled to be de-enrolled as a result of non-response or response of ineligibility from ETC recertification attempt
181	181	0	0	0

K	L
Number of subscribers whose eligibility was reviewed by state administrator, ETC access to eligibility database, or by USAC	Number of subscribers de-enrolled or scheduled to be de-enrolled as a result of finding of ineligibility by state administrator, ETC access to eligibility database, or USAC
96	0

*Note: If any subscriber was reviewed by an ETC accessing a state database or by a state administrator and subsequently contacted directly by the ETC in an attempt to recertify eligibility, those subscribers should be listed in Blocks F through J as appropriate and not in Blocks K and L. As a result, all subscribers subject to recertification who were not de-enrolled prior to the recertification attempt must be accounted for in Block F or Block K.*

*The total of Block F and Block K should equal the number reported in Block E.*

**Certification:**

Based on the data entered above, initial the certification(s) below that apply. Both Certification A and B may apply depending on the recertification procedures in place for the SAC reporting on this form. If Certification C applies, neither Certification A nor B may apply.

A.) I certify that the company listed above has procedures in place to recertify the continued eligibility of all of its Lifeline subscribers, and that, to the best of my knowledge, the company obtained signed certifications from all subscribers attesting to their continuing eligibility for Lifeline. Results are provided in the chart above in Blocks F through J. I am an officer of the company named above. I am authorized to make this certification for the SAC listed above.

Initial JB

AND/OR

B.) I certify that the company listed above has procedures in place to recertify consumer eligibility by relying on: Community Action Partnership Association (CAPA) of Idaho and USAC NLAD. Results are provided in the chart above in Blocks K through L. I am an officer of the company named above. I am authorized to make this certification for the SAC listed above.

Initial JB

OR

C.) I certify that my company did not claim federal low income support for any Lifeline subscribers for the February Form 497 data month for the current Form 555 calendar year. I am an officer of the company named above. I am authorized to make this certification for the SAC listed above.

Initial \_\_\_\_\_

**Section 3: De-enroll Percentage**

Using the data entered in Section 2, complete the chart below to find the percentage of subscribers de-enrolled for this ETC.

$M = (F+K)$	$N = (J+L)$	$O = ((N \div M) * 100)$
Number of subscribers that the ETC attempted to recertify directly or through a state administrator, ETC access to a state database, or by USAC <i>(This should equal the number reported in Block E)</i>	Number of subscribers de-enrolled or scheduled to be de-enrolled as a result of non-response or ineligibility	Percentage of subscribers de-enrolled or scheduled to be de-enrolled as a result of ineligibility or non-response
277	0	0.00

**Section 4: Pre-Paid ETCs**

All ETCs must complete the appropriate check-box; pre-paid ETCs must complete all of Section 4. Pre-paid ETCs generally do not assess or collect a monthly fee from their Lifeline subscribers. ETCs that only assess a fee but do not collect such fees are pre-paid ETCs and must complete the chart below.

Is the ETC Pre-Paid? Yes  No

If Yes, record the number of subscribers de-enrolled for non-usage by month in Block Q below.

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

**Signature Block**

By signing 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 Code (SAC) listed above.

Signed,   
 Signature of Officer  
 jbrooks@inlandnet.com  
 Email Address of Officer  
 James K. Brooks  
 Person Completing This Certification Form

James K. Brooks, Treasurer  
 Printed Name and Title of Officer  
 January 27, 2015  
 Date  
 (509) 649-2500  
 Contact Phone Number



State of WASHINGTON )  
 ) ss CERTIFICATION BY ELIGIBLE TELECOMMUNICATIONS CARRIER  
County of KITTITAS ) OF COMPLIANCE WITH SERVICE QUALITY AND CUSTOMER  
 PROTECTION, ABILITY TO REMAIN FUNCTIONAL IN  
 EMERGENCIES, AND USE OF FEDERAL HIGH-COST SUPPORT.

**AFFIDAVIT OF BUSINESS OR CORPORATE OFFICER**

The Idaho Public Utilities Commission Order No. 29841 requires that Eligible Telecommunications Carriers certify that it is compliant with applicable service quality standards and consumer protection rules; and ETCs must demonstrate the ability to remain functional in emergencies. In addition, the Commission must file an annual certification with the USAC and the FCC that all federal high-cost support provided to ETCs within the State of Idaho will be used only for the provision, maintenance, and upgrading of facilities and services for which the support is intended. Accordingly, the undersigned states and verifies under oath the following:

1. I am an officer of Inland Cellular LLC (f/k/a Washington RSA No. 8 Limited Partnership), an eligible telecommunications carrier for receiving federal universal service support under section 214(e) of the Telecommunications Act of 1996 in the state of Idaho.
2. I am familiar with the Company's day-to-day operations in the state of Idaho and with the State's service quality standards and consumer protection rules as set forth in Commission Order No. 29841.
3. Inland Cellular LLC is complying with applicable service quality standards and consumer protection rules of the Federal Communications Commission and the Idaho Public Utilities Commission.
4. I certify to the Commission that the Company is able to remain functional in emergencies as set forth in Commission Order No. 29841 and in 47 C.F.R. § 54.201(a)(2).
5. I also certify that all federal universal service support funds received by Inland Cellular LLC during the current calendar year will be used in a manner consistent with section 254(e); that is, for the provision, maintenance, and upgrading of facilities and services for which the support is intended. The company will continue to comply for the period of January 1, 2016, through December 31, 2016, to be eligible for federal universal service fund support.
6. This verification and affidavit is provided to be the Idaho Public Utilities Commission to enable the IPUC to certify to the FCC that federal universal service support received by the eligible carriers in the state will be used in a manner consistent with Section 254(e) of the Telecommunications Act.

Nathan Weis

Nathan Weis, President and CEO

Name/Title

Date: June 30, 2015

SUBSCRIBED AND SWORN to before me this 30th day of June.



Vernon Swezey VERNON SWESEY  
[Printed/Type]

NOTARY PUBLIC, in and for the State of Washington,  
residing at 8050 SR 903, POUAHD

My Commission expires 11-19-2016

**Ability to Remain Functional in Emergencies Certification**  
**§54.313(a)(6)**

*ETCs must demonstrate that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to re-route traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.*

I, Nathan Weis, being of lawful age, state that I am President and CEO of Inland Cellular LLC (f/k/a Washington RSA No. 8 Limited Partnership)(SAC 479007) ("Company"), that I am authorized to execute this certification on behalf of the Company, and that the facts set forth in this certification are true to the best of my knowledge, information and belief.

On this basis, the Company certifies to the Idaho Public Utilities Commission, pursuant to 47 C.F.R. § 64.2009(e), that the Company's operating procedures are adequate to ensure compliance with the Customer Proprietary Network Information rules and regulations as set forth in 47 C.F.R. §§ 64.2001 through 64.2009 and the Cellular Communications and Internet Association's Consumer Protection Code for Wireless Service.

The Company is able to remain functional in emergencies as set forth in Commission Order No. 29841 and in 47 C.F.R. §54.201(a)(2), as such standards relate to functionality of wireless carriers in emergency situations. The Company further certifies that it maintains back-up power to ensure functionality without an external power source in the forms of auxiliary generators and batteries in its central office and auxiliary generators and/or batteries at its cellular tower locations. The Company also certifies that it constantly monitors traffic on its tower locations and that it's switching capability is more than adequate to manage the traffic of its subscribers.

The Company further certifies, depending upon the circumstances of the outage, that it is able to re-route traffic around damaged facilities. All Inland Cellular subscribers are defaulted to roam on competitors should an Inland Cellular signal cannot be obtained.

I certify under penalty of perjury under the laws of the State of Idaho that the foregoing is true and correct.

Dated this 30<sup>th</sup> day of June, 2015 at Roslyn, Washington.

By:   
Nathan Weis  
President and CEO  
Inland Cellular LLC

<b>INLAND CELLULAR LLC</b>							
<b>IDAHO MARKET - 479007</b>							
<b>FIVE YEAR FORECAST - NETWORK ADDITIONS</b>							
As they are known to the Company at the date of this Report, the planned investments and forecasted expenses related to the Idaho Market (Study Area Code 479007) for the period January 1, 2015 through December 31, 2019, are listed below. We are in the process of upgrading our network with next-generation LTE 4G technology and have listed those investments in the line below labeled "LTE 4G Network Deployment". The Company has also listed what is known for the provisioning of voice services. The Company expects to use all Universal Service Fund support received in order to fund the expenses related to the provisioning, maintenance and services provided over these upgraded facilities as well as existing facilities and to service the debt created in order to make these improvements; improving service quality, coverage and capacity. The Company (SAC 479007) received zero (\$0) in federal high-cost support for the calendar year ended December 31, 2014. The Company expects that any future Universal Service Fund support will aid the Company's efforts to continue to upgrade its network and to provide the supported services to all customers and potential customers.							
SITE	DESCRIPTION	2014	2015	2016	2017	2018	2019
Teakean Butte	TEAKEAN BUTTE UPGRADE	4,164	9,000				
Stoney Point	STONE POINT UPGRADE	3,401	22,000				
Grangeville	GRANGEVILLE UPGRADE M/W	2,114	32,000				
Lewiston - Red Lion	RED LION, LEWISTON CELL	110,410					
Nuxall	ADDITIONS TO NUXALL	20,810					
Mt Ida	ADDITIONS TO MT. ID	19,258					
Rocky Butte	ADDITIONS TO ROCKY BUTTE	13,790					
Moscow	ADDITIONS TO MOSCOW	6,630					
Mason Butte	ADDITIONS TO MASON BUTTE	53,065	225,000				
West Twin	ADDITIONS TO WEST TWIN	33,964	15,000				
McGregor	ADDITIONS TO MCGREGOR	92,583					
Lewiston-6th	ADDITIONS TO 6TH STREET	51,007					
Orchards	ADDITIONS TO ORCHARDS	65,524					
LCSC	ADDITIONS TO LCSC	37,537					
Troy	ADDITIONS TO TROY	169					
Paradise Ridge	ADDITIONS TO PARADISE	756					
Julietta	JULIETTA CELL SITE	44,926	180,000				
5th St	ADDITIONS TO 5TH STREET	751					
Orchards East	ADDITIONS TO ORCHARDS E	9,893					
Elk Butte	ELK BUTTE SITE	13,173	20,000				
G St	ADDITIONS TO G ST CELL	1,193					
Spalding	ADDITIONS TO SPALDING	25,038					
Juliaitta	New Site EVDO M/W		200,000				
Potato Hill	New Site EVDO M/W		200,000				
White Bird	New Site EVDO M/W		200,000				
Weipe	New Site EVDO M/W		175,000				
Lenore	New Site EVDO M/W		175,000				
LTE 4G Network	Cell Site and CO Equipment		650,000	650,000			
	<b>Total</b>	<b>610,158</b>	<b>2,103,000</b>	<b>650,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FORECASTED OPERATING EXPENSES</b>							
Direct Telecommunications Expense		2,401,312	1,623,969	1,651,590	1,655,965	1,648,971	1,643,917
Plant Operations and Maintenance Expense		1,237,451	1,351,393	1,475,828	1,611,720	1,760,125	1,922,194
Depreciation Expense		678,564	543,209	434,853	348,112	278,673	223,085
<b>Subtotal Operating Expenses</b>		<b>4,317,327</b>	<b>3,518,571</b>	<b>3,562,271</b>	<b>3,615,797</b>	<b>3,687,768</b>	<b>3,789,196</b>
Direct Telecom - Toll Expense							
Roaming Expense		2,904,759	3,144,296	3,986,604	4,569,018	5,262,026	6,086,709
Universal Service Fund Expense		446,664	489,568	509,031	519,136	524,328	529,571
Mobile Media Expense		110,055	115,557	121,335	127,402	133,772	140,461
Engineering		6,767	8,001	8,731	9,528	10,397	11,346
Sales and Advertising Expense		2,669,361	2,636,131	2,668,237	2,700,735	2,733,629	2,766,923
Customer Service Expense		898,900	866,728	851,218	835,985	821,025	806,333
Billing Expense		870,180	837,070	840,369	843,681	847,006	850,345
Accounting Expense		140,172	146,013	152,097	158,435	165,037	171,914
General & Administrative Expense		518,967	552,732	588,695	626,997	667,791	711,239
Commercial Building Expenses		16,525	17,021	17,531	18,057	18,599	19,157
Cost of Equipment Sold		5,799,107	6,701,112	7,743,417	8,646,737	9,403,261	10,020,297
Tax Expense (Other than Income)		65,214	67,573	70,017	72,550	75,174	77,893
<b>TOTAL PROJECTED OPERATING EXPENSES</b>		<b>18,763,998</b>	<b>19,100,374</b>	<b>21,119,555</b>	<b>22,744,059</b>	<b>24,349,814</b>	<b>25,981,384</b>

**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](mailto: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](mailto: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:

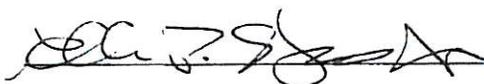
NEZ PERCE TRIBE:

  
\_\_\_\_\_

12-17-12

Date

Silas Whitman, Chairman

  
\_\_\_\_\_

12-17-12

Date

Allen Slickpoo, Jr., Secretary

INLAND CELLULAR TELEPHONE COMPANY:

  
\_\_\_\_\_

12/19/2012

Date

James K. Brooks, Treasurer/Controller