

RECEIVED
RECORDS MANAGEMENT

04 NOV -3 PM 4:16

STATE OF WASH.
Kathy McCrary, Paralegal
UTIL. AND TRANSP.
(360) 753-7012
COMMISSION

Lisa Skelley, Legal Asst.

(360) 753-4679

Law Office of
Richard A. Finnigan
2405 Evergreen Park Drive SW
Suite B-1
Olympia, Washington 98502
Fax (360) 753-6862

Richard A. Finnigan
(360) 956-7001

November 3, 2004

Ms. Carole J. Washburn, Executive Secretary
Washington Utilities and Transportation Commission
1300 South Evergreen Park Drive SW
Olympia, WA 98504-7250

Re: Traffic Exchange Agreements – Between Inland Telephone
Company and Washington RSA No. 8 Limited Partnership d/b/a
Inland Cellular

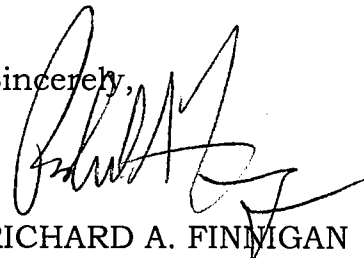
Dear Ms. Washburn:

Enclosed you will find the original and three copies of the “opt-in” of
Washington RSA No. 8 Limited Partnership d/b/a Inland Cellular to the
agreement between Inland Telephone Company and Verizon Wireless.

While the companies take the position that this does not constitute an
interconnection agreement pursuant to 47 U.S.C. § 251(c) and the filing
requirements of 47 U.S.C. § 252, the companies are filing this agreement out of
an abundance of caution.

Thank you for your attention to this matter.

Sincerely,



RICHARD A. FINNIGAN

RAF/lb
Enclosures

cc: James Brooks

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

October 11, 2004



RECEIVED
RECORDS MANAGEMENT
04 NOV -3 PM 4:16
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Douglas W. Weis
Inland Telephone Company
PO Box 171
Roslyn, WA 98941

Re: Requested Adoption of Traffic Exchange Agreement between Inland Telephone Company and Verizon Wireless

Dear Mr. Weis:

Washington RSA No. 8 Limited Partnership (*dba* Inland Cellular) ("Inland Cellular") hereby requests adoption of the terms of the Traffic Exchange Agreement between Inland Telephone Company ("Inland") and Verizon Wireless ("CMRS Carrier") as an effective agreement in the state of Washington as such agreement exists on the date hereof (the "Terms"). Inland Cellular warrants and represents that it has a copy of the Terms. If this is acceptable to you, please indicate by signing below. Inland Cellular will then file this letter with the Washington Utilities and Transportation Commission.

Please note the following with respect to Inland Cellular's adoption of the Terms:

1. Inland Cellular hereby warrants and represents that it adopts and agrees to be bound by the Terms of the CMRS Carrier agreement described above as it is in effect on the date hereof, and in applying the Terms, agrees that Inland Cellular will be substituted in place of CMRS Carrier in the Terms wherever appropriate.
2. Notice to Inland Cellular as may be required under the Terms shall be provided as follows:

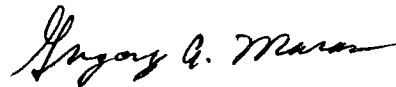
To: Inland Cellular
Attention: John Coonan
103 South Second Street
PO Box 688
Roslyn, WA 98941
(509) 649-2500 (tel.)
(509) 649-3300 (fax)

3. Inland Cellular represents and warrants that it is an FCC licensed provider of two-way service in the state of Washington and that its adoption of the Terms will cover services in the state of Washington only.

4. Inland Cellular's adoption of the CMRS Carrier Terms shall become effective upon approval of this adoption by the Washington Utilities and Transportation Commission. The term and termination provisions of the CMRS Carrier agreement shall govern Inland Cellular's adoption of the Terms.
5. Nothing herein shall be construed as or is intended to be a concession or admission by either party that any provision in the Terms complies with the rights and duties imposed by the Communications Act of 1934 as amended by the Telecommunications Act of 1996 and other acts, the decisions of the FCC and the Washington Utilities and Transportation Commission, the decision of courts, or other law, and each party expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
6. Inland Cellular agrees that Inland reserves the right to deny Inland Cellular's adoption or application of the Terms, in whole or in part, at any time if the costs of providing the Terms to Inland Cellular are greater than the cost of providing them to the CMRS Carrier or if the provision of the Terms to Inland Cellular is not technically feasible or to the extent that Inland is not otherwise required to make the Terms available to Inland Cellular under applicable law.

Thank you for your attention to this request.

Sincerely,



Gregory A. Maras
Secretary
Inland Cellular Telephone Company
General Partner of Washington RSA No. 8
Limited Partnership

Reviewed and agreed to:



Douglas W. Weis
Inland Telephone Company