

**BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI**

Application of MOKAN DIAL INC.)
for Approval of a Wireless Interconnection)
and Reciprocal Compensation Agreement)
between MOKAN DIAL, INC. and)
Verizon Wireless pursuant to Section)
252 of the Telecommunications Act)
of 1996.)

Case No. _____

**APPLICATION OF MOKAN DIAL INC. FOR
APPROVAL OF A WIRELESS INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT BETWEEN MOKAN DIAL INC. AND
VERIZON WIRELESS PURSUANT TO SECTION 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

COMES NOW MoKan Dial Inc., (MoKan) and hereby files its Application for
Approval of a Wireless Interconnection and Reciprocal Compensation Agreement
(Agreement) with Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (Verizon)
pursuant to Section 252 of the Telecommunications Act of 1996 (Act). In support of this
application, MoKan states to the Commission as follows:

1. MoKan is an incumbent carrier operating in and about Freeman, Missouri.
2. MoKan is a Kansas corporation in good standing with the Missouri
Secretary of State.
3. Correspondence, orders, and decisions in this matter directed to MoKan
should be addressed to:

Richard Bolduc
Manager Revenue Development and Pricing
Townes Telecommunications Services Corp.
505 Plaza Circle
Suite 200
Orange Park, FL 32073

and to:

Craig S. Johnson
Attorney at Law
1648-A East Elm
Jefferson City, MO 65101

4. Verizon Wireless is a commercial mobile radio service carrier operating in Missouri.

5. Correspondence, orders, and decision in this matter directed to Verizon Wireless should be addressed to:

Verizon Wireless
Attention: Wireline Interconnection
One Verizon Place
Alpharetta, GA 30004

I. AGREEMENT REACHED

6. On May 18, 2005, after good faith negotiations, MoKan and Verizon executed a Wireless Interconnection and Reciprocal Compensation Agreement pursuant to the terms of the Act (Attachment I).

7. Pursuant to Section 252 of the Telecommunications Act, MoKan hereby submits this Agreement for approval by the Commission.

8. The Agreement complies with Section 252(e) of the Act. The Agreement is consistent with the public interest, convenience, and necessity and does not discriminate against any telecommunications carrier. The Agreement consists of 27 pages, consecutively numbered. There are no outstanding issues between MoKan and Verizon that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

9. MoKan respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between the parties.

III. COMMISSION AUTHORITY

10. Under the Federal Telecommunications Act of 1996 (“the Act”), the Commission has the authority to grant the relief requested by MoKan. Specifically, section 252 (a) of the act provides:

(a) Agreements Arrived at Through Negotiations

(1) Voluntary Negotiations - upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection in each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the state commission under subsection (e) of this section.

IV. STANDARD OF REVIEW

11. Under Section 252 of the Act, the Commission has the authority to approve this Agreement. The Commission may only reject an agreement, if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience, and necessity. Section 252(e)(2) of the act provides as follows:

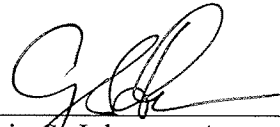
Grounds for Rejection -- The State Commission may only reject --

- (A) an agreement (or any portion thereof) adopted by negotiation under section (a) if it finds that –
- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier, not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity;

12. The verification of Mr. Richard Bolduc, Manager Revenue Development and Pricing, attached hereto, establishes that the Agreement satisfies these standards.

V. PRAYER FOR RELIEF

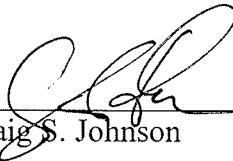
WHEREFORE, MoKan respectfully requests the Commission to issue an order that: (1) approves expeditiously the Agreement between MoKan and Verizon; and (2) grant such other relief as is reasonable in circumstances.



Craig S. Johnson, Atty.
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Jefferson City, MO 65101
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(573) 634-6018 (fax)
craig@csjohnsonlaw.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this pleading was delivered to the attorneys for Staff and the Office of Public Counsel this 30 day of May, 2006.



Craig S. Johnson

VERIFICATION

I, Richard Bolduc, Manager of Revenue Development and Pricing for Townes Telecommunications Services Corp., an affiliate of MoKan, hereby verify that I am over the age of twenty-one, and have personal knowledge of the agreement between MoKan and Verizon.

The parties negotiated diligently pursuant to the Telecommunication Act of 1996, culminating in the executed agreement for which approval is sought by this Application.

The Agreement is the result of negotiation and compromise.

There are no outstanding issues between the parties and that need the assistance of mediation or arbitration if this Agreement is approved.

Approval of this Agreement is consistent with the public interest, convenience, and necessity, as it will allow the exchange of traffic between MoKan and Verizon.

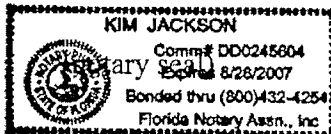
This Agreement does not discriminate against any telecommunication carrier.



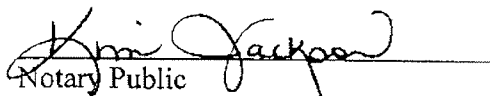
Richard Bolduc

STATE OF FLORIDA)

COUNTY OF Clay)



Before me this 26th day of May, 2006, personally appeared Richard Bolduc, duly sworn and on his oath, deposed and said the foregoing verification was true to the best of his knowledge, information, and belief.


Notary Public