

“Adopt and issue minute dated September 11, 2025, acknowledging that, in response to a June 20, 2025 letter by the Commission Staff (Staff) initiating an investigation of probable violations of the Uniform Video Services Local Franchise Act, Public Act 480 of 2006 (Act 480), by CMN-RUS, LLC d/b/a Metronet (Metronet), the company and the Staff have entered into the attached administrative consent settlement that resulted in the company agreeing to pay a civil penalty of \$1,000 for alleged probable violations of Act 480 and further agreeing to submit a response letter of confirmation that Metronet has resolved and made whole any and all franchise fee issues with its franchise entities for where it is providing video service in accordance with Act 480. The Commission acknowledges its acceptance of the attached administrative consent settlement without modification as a full and final disposition of this matter.”

MICHIGAN PUBLIC SERVICE COMMISSION

---

Daniel C. Scripps, Chair

---

Katherine L. Peretick, Commissioner

---

Shaquila Myers, Commissioner

By its action of September 11, 2025.

---

Lisa Felice, Executive Secretary

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

---

*IN THE MATTER OF  
THE ADMINISTRATIVE SETTLEMENT AGREEMENT  
BETWEEN CMN-RUS, LLC AND MICHIGAN PUBLIC  
SERVICE COMMISSION STAFF*

---

**Administrative Settlement Agreement**

This Administrative Settlement Agreement ("Agreement") is entered into, as of the dates listed below, between the Michigan Public Service Commission ("MPSC" or the "Commission") Staff ("Staff") and CMN-RUS, LLC d/b/a Metronet ("Metronet") for the purpose of resolving all matters related to Staff's June 20, 2025 letter which alleged that Metronet committed "probable violations" of Section 9(4) and Section 12(2) of the Uniform Video Services Local Franchise Act, 2006 PA 480 (the Act). The undersigned parties agree as follows:

WHEREAS, on June 20, 2025, Staff mailed and electronically sent a letter to Metronet indicating that upon receiving Uniform Video Services Local Franchise Agreement Attachment 2 submissions from Metronet, Staff began investigating the issue, as Staff was not aware that Metronet was operating as a video service provider within the state of Michigan. As a result of Staff's investigation, Staff determined that Metronet committed "probable violations" of the Act, specifically Section 9(4) and Section 12(2) and recommended a penalty totaling \$1,000.00 pursuant to the standards set forth in Section 14(1)(b) of the Act.

NOW THEREFORE, in full and final resolution of all matters related to the "probable violations" and monetary penalty proposed in Staff's June 20, 2025 letter, the parties to this Agreement agree as follows:

1. The parties agree that Metronet shall pay \$1,000.00 to the MPSC no later than 30

days after the receipt of any Commission minute entry accepting this Agreement. Metronet shall remit a check made payable to the State of Michigan in that amount to Ms. Lisa Felice, the Commission's Executive Secretary, at 7109 W. Saginaw Highway, Lansing, Michigan 48917-1120.

2. The parties further agree that Metronet shall provide Staff with a letter of confirmation that it has resolved and made whole any and all franchise fee issues with its franchise entities for where it was providing video service in accordance to Section 6 of the Act. This confirmation letter shall be provided to Staff within seven (7) days of the signing of this Agreement. The letter shall be mailed and emailed and addressed to the following Staff: Michigan Public Service Commission, Telecommunications Division, Ryan McAnany – Director, 7109 W. Saginaw Highway, Lansing, Michigan 48917-1120 and e-mail: [mcananyr@michigan.gov](mailto:mcananyr@michigan.gov).

3. The parties agree that this Agreement is entered into for the sole and express purpose of reaching a compromise among the parties and avoiding further use of administrative or judicial resources in connection with this matter. All offers of settlement and discussions relating to this settlement are, and shall be considered, privileged under MRE 408 and other similar laws. Neither the parties to this Agreement nor the Commission shall make any reference to, or use, this Agreement or the minute entry accepting it, as a reason, authority, rationale, or example for taking any action or position or making any subsequent decision in any other case or proceeding except

as required by Section 14 of the Act; provided, however, such references may be made to enforce or implement the provisions of this Agreement.

4. This Agreement is in response to the allegations contained in Staff's June 20, 2025 letter to Metronet. The parties agree that this Agreement is intended for the full and final disposition of that matter. So long as the Commission accepts this Agreement without any modification, the parties agree not to appeal, challenge, or otherwise contest the Commission minute entry accepting this Agreement.

5. The parties agree that this Agreement has been negotiated in good faith, and that neither this Agreement nor actions taken by Metronet in negotiation, execution, or satisfaction of this Agreement shall constitute or be construed as a finding or admission of any liability or violation of any law, rule, regulation, or requirement. The execution of this Agreement by Metronet is not an admission of liability with respect to any issue addressed by the Agreement, nor is it an admission of any factual allegations or legal determinations stated or implied herein. Metronet does not admit, and retains the right to dispute in any subsequent proceeding other than a proceeding to implement or enforce this Agreement, the validity of any findings, conclusions, or determinations made or implied by Staff's June 20, 2025 letter or in this Agreement.

6. If the Commission rejects or modifies this Agreement or any provision of the Agreement, this Agreement shall be deemed to be withdrawn, shall not be used for any other purpose, and shall be without prejudice to the pre-negotiation positions of the parties.

7. This Agreement may be modified upon mutually acceptable terms and conditions. Any modification to this Agreement must be in writing and will become effective upon the approval of authorized representatives of all of the undersigned parties.

8. This Agreement does not expand or impact the jurisdiction or authority of the Commission.

9. The parties agree that acceptance of this Agreement by the Commission would be reasonable and in the public interest.

10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as original business records. The parties agree to not object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

WHEREFORE, the undersigned authorized signers for the parties have caused this Agreement to be signed as of the date(s) indicated below their respective signatures:

MICHIGAN PUBLIC SERVICE  
COMMISSION STAFF

CMN-RUS, LLC

By:



\_\_\_\_\_  
Anna B Stirling, Esq.  
Assistant Attorney General  
Public Service Division  
7109 W. Saginaw Hwy  
Lansing, MI 48917

By:



\_\_\_\_\_  
Ed Corr  
Vice President, Tax  
Metro Fibernet, LLC  
11880 College Blvd., Suite 100  
Overland Park, KS 66210

Dated: 08/26/2025

Dated: 08/26/2025







# Administrative Settlement Agreement PSC - Metronet\_Signed

Final Audit Report

2025-08-26

Created:	2025-08-26
By:	Nicole Polzin (nicole.polzin@metronet.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA50xabwidLctRxMG5yEdfHTpoFAflmEyw

## "Administrative Settlement Agreement PSC - Metronet\_Signed" History

-  Document digitally presigned by Anna Stirling (stirlinga1@michigan.gov)  
2025-08-26 - 6:44:20 PM GMT
-  Document created by Nicole Polzin (nicole.polzin@metronet.com)  
2025-08-26 - 9:03:41 PM GMT
-  Document emailed to Ed Corr (ed.corr@metronet.com) for signature  
2025-08-26 - 9:04:57 PM GMT
-  Email viewed by Ed Corr (ed.corr@metronet.com)  
2025-08-26 - 9:08:44 PM GMT
-  Document e-signed by Ed Corr (ed.corr@metronet.com)  
Signature Date: 2025-08-26 - 9:09:19 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-26 - 9:09:19 PM GMT