

RESOLUTION NO. 1426

**A RESOLUTION AMENDING THE CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN THE CITY OF CANBY AND WAVEDIVISION VII, LLC. DBA "ASTOUND".**

WHEREAS, the City and Astound entered into a resolution amending the Cable Television Franchise Agreement with an effective date of June 21, 2017 (the "Agreement"), extending a franchise to construct, operate, maintain, upgrade, repair and remove a cable system to provide cable service throughout the City;

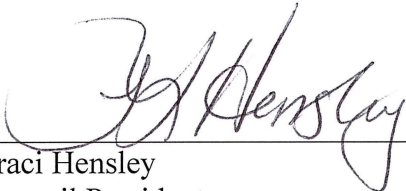
WHEREAS, the Agreement expired on June 21, 2020, and the authorizations and obligations set forth therein have remained in effect, and continue to be performed, including but not limited to assessment, collection, and remittance of franchise fees, as the City and Astound commenced and continued renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended, and the parties continue to reserve all rights under Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the City and Astound believe it is in their mutual interest, and in the public interest, to extend the term of the Agreement for an additional period of time.

NOW, THEREFORE, BE IT RESOLVED by the City of Canby City Council as follows:

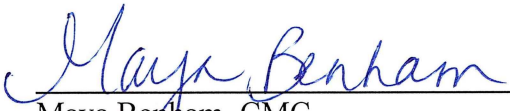
1. The City hereby agrees to extend the franchise granted to WaveDivision VII, LLC, doing business as Astound for a period of ten (10) years beyond the initial term of the Agreement, effective June 2017, such that the Agreement shall expire on June 21, 2030, and authorizes the City Administrator to sign the extension agreement attached hereto as Exhibit A on behalf of the City.
2. This Resolution will take effect May 7, 2025.

ADOPTED this 7th day of May, 2025, by the Canby City Council.



Traci Hensley
Council President

ATTEST:



Maya Benham, CMC
City Recorder

SECOND AMENDMENT TO FRANCHISE AGREEMENT

This Second Amendment to Franchise Agreement (the “**Second Amendment**”) executed as of the date of last signature below (the “**Effective Date**”) by and between the City of Canby, an Oregon municipal corporation (the “**Franchise Authority**”) and WaveDivision VII, LLC, a Washington limited liability company doing business as Astound Broadband, with offices at 650 College Road East, Suite 3100, Princeton, New Jersey, 08540 (“**Astound**”).

WHEREAS, the Franchise Authority and Astound entered into a resolution amending the Cable Television Franchise Agreement with an effective date of June 21, 2017 (the “**Agreement**”), extending a franchise to construct, operate, maintain, upgrade, repair and remove a Cable System to provide Cable Service throughout the City (as those capitalized terms are defined in the Agreement);

WHEREAS, the Agreement expired on June 21, 2020, and the authorizations and obligations set forth therein have remained in effect, and continue to be performed, including but not limited to assessment, collection, and remittance of Franchise Fees, as the Franchise Authority and Astound commenced and continued renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended, and the parties continue to reserve all rights under Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the Franchise Authority and Astound believe it is in their mutual interest, and in the public interest, to extend the term of the Agreement for an additional period of time.

NOW THEREFORE, IT IS AGREED BY THE PARTIES:

1. Extension of the Franchise Term. The term of the Agreement is extended for a period of ten (10) years beyond the initial term set forth in the Agreement, effective June 17, 2017, such that the Agreement shall expire on June 21, 2030.
2. Change of Notice Provision. The address for notice to Astound is hereby amended to be:

WaveDivision VII, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attn: Jared Sonne, GM / SVP

With a copy for legal notice to:

WaveDivision VII, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attn: General Counsel

3. Miscellaneous. Except as expressly modified by this Second Amendment, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth therein, and are hereby ratified and confirmed. In the event of a conflict between the terms and conditions of

the Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail.

4. Signature and Representation. The undersigned declare and represent that they are duly authorized to execute this Second Amendment and any and all document(s) necessary to effectuate this Second Amendment for and on behalf of their respective entities listed below, and in witness whereof the Franchise Authority and Astound have caused this Second Amendment to be executed as of the Effective Date.

CITY OF CANBY

Eileen Stein
By Eileen Stein
City Administrator

Its

5-8-25
Date

WAVEDIVISION VII, LLC

By: Jared Sonne, GM / SVP

Its

Date