TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL

ORDINANCE

OCTOBER 28, 2025

Ordinance- **to approve and authorize the mayor to sign a Third Amendment to Franchise Agreement between the Town of Herndon and Cavalier Telephone, LLC, to extend the term for an additional ten (10) years, update notice information, and add a 30-day notice requirement for any assignment of the franchise.**

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia that:

1. The Third Amendment to Franchise Agreement dated October 8, 2025 is approved.

2. This instrument provides for an extension of term for an additional ten (10) years, effective February 15, 2025, updates notification information, and as add a 30-day notice requirement for any assignment of the franchise.

3. The Mayor is authorized to sign and deliver the Third Amendment to Franchise Agreement and any ancillary instruments necessary to evidence or effectuate this instrument, provided they are consistent with this ordinance and in such form approved by the Town Attorney.

4. This ordinance shall be in effect on and after the date of its adoption.

A Copy – Teste:

Margie C. Tacci
Deputy Town Clerk

TOWN OF HERNDON, VIRGINIA 1879

MOTION: **Hedrick**
SECOND: **Garcia**
RE: **Ordinance 25-O-19**
ACTION: **Adopted**

Votes
Ayes: del Aguila, Garcia, Lloyd, Hedrick, Reyes, Mayor LeBlanc
Nays: None
Absent from Vote: Alam
Absent from Meeting: Alam

THIRD AMENDMENT TO FRANCHISE AGREEMENT

This Third Amendment dated October 28, 2025, amends the Franchise Agreement with an effective date of February 15, 2005, as amended by the First Amendment dated December 5, 2014, as amended by the Second Amendment dated February 27, 2018 between the Town of Herndon, Virginia (Town), a Virginia municipal corporation, and Cavalier Telephone, L.L.C. (Cavalier), a Virginia Limited Liability company.

1. **Extension.** Subject to all the terms and conditions contained in Franchise Agreement, the term of the Franchise Agreement is hereby extended for additional ten (10) years beginning on February 15, 2025.

2. **Notice.** The address information of Town and Cavalier in the Notice section of the Franchise Agreement are amended to read as follows:

   "If to Town, Town Manager, 777 Lynn Street, Herndon, VA, 20170 with a copy to Town Attorney, 777 Lynn Street, Herndon, VA 20170. If to Cavalier, Cavalier Telephone, LLC, Attn: Franchises & Easements, 4005 N. Rodney Parham Rd., Little Rock, AR 72212 with a copy to Windstream.legl.notices@windstream.com."

3. **Section 9.** Section 9 is hereby amended to add the following term:

   Franchisee shall notify the Town in writing of any such assignment within (30) days after its occurrence.

4. Except as expressly modified by the terms of this amendment all other terms and provision of the Franchise Agreement shall remain in full force and effect.

CAVALIER TELEPHONE, LLC

By: Sarah Hays
Sarah Hays
Staff Manager - Eng Support

APPROVED AS TO FORM:

By: Lesa J. Yeatts
Lesa J. Yeatts
Town Attorney

TOWN OF HERNDON, VIRGINIA

By:
Keven J. LeBlanc, Jr.
Mayor

TOWN OF HERNDON, VIRGINIA 1879