

MODIFICATION TO THIRD PARTY BILLING AGREEMENT

This Modification to the Third Party Billing Agreement (this "Modification") is made and entered into on the 31st day of July, 2025, by and between the **City of Madison, Alabama**, a municipal corporation in the State of Alabama, hereinafter referred to as "City," and **the Huntsville Electric Utility Board**, a municipal public utility board created by the City of Huntsville, Alabama, hereinafter referred to as "HU."

WITNESSETH:

WHEREAS, the City and HU entered into a Third Party Billing Agreement on February 24, 2024 where HU agreed to invoice residential dwellings and collect from those residential dwellings the fee charged by the City for collecting, hauling and disposing of yard waste, white metal goods, and items other than household trash; and

WHEREAS, the parties desire to modify the terms and conditions of the Third Party Billing Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Third Party Billing Agreement as follows:

Section 7-City's Responsibilities is deleted in its entirety and substituted with the following:

The City will ensure that an official, employee or agent of the City provide, in a timely manner to HU, the ordinance, as amended, relating to the Trash Collection Fee assessed by the City, which requires billing and payment processing of such fee by HU.

The City agrees to use HU's customer information solely for the purpose of facilitating this Agreement and will ensure that policies and procedures are implemented.

The City shall provide to HU the name and position or title of employees or agents of the City responsible for providing the monthly information regarding the City's trash collection customers to HU.

HU reserves the right to audit the City's capability to ensure adequate controls are in place to safeguard the privacy of such customer information and, at HU's sole discretion, to discontinue City's access to HU's customer information in the event HU determines such adequate controls are not effective or are not being applied and adhered to.

The City may pursue a legal action against a customer for failure to pay the trash and / or recycling fee, after HU has made a determination to cease its collections efforts and so notifies City of that determination. The City shall notify HU prior to initiating any such legal action.

If applicable, the City is responsible for payment of collected utility tax to the Alabama Department of Revenue.

3. All **other** terms of the Third-Party Billing Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereunto entered into this Modification agreement on the day first written above.


CITY OF MADISON, ALABAMA

By: _____

Paul Finley

Its: Mayor

ATTEST:


Lisa D. Thomas, CMC
City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, a municipal corporation in the State of Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 31st day of July, 2025.




Notary Public

WITNESS:

HUNTSVILLE ELECTRIC UTILITY BOARD

By: _____

By: _____

Its:

Its:

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that _____, whose name as _____ the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2025.

Notary Public