

## FIFTH AMENDMENT TO SERVICE CONTRACT

AND NOW, this July 29, 2020, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Waste Management of Pennsylvania, Inc. (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about July 1, 2018 ("Contract");

WHEREAS, the parties desire to include additional locations to the Contract for the period from August 1, 2020 to July 31, 2023, consistent with the terms in Exhibit C, for Westgate Apartments.

NOW THEREFORE, in consideration of the mutual premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above and the Contract referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
3. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment the day and year first above written.

MANAGING AGENT:

LINDY COMMUNITIES



By: *Brian Kraker*  
Date: *7/29/20*  
Title: *COO*

CONTRACTOR:



By: *Chad Horvath*  
Date: *7-29-2020*  
Title: *Outside Sales Rep*

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Exhibit C



Waste Management of Pennsylvania, Inc.  
107 Silvia Street  
Ewing, NJ, 08628  
(800) 633-9096

WM Agreement #  
Customer ID  
  
Acct. Name  
  
Salesperson  
Effective Date  
Last PI Date

S0013487171

LINDY PROPERTY  
MANAGEMENT -  
Relationship  
Katie Strock  
8/1/2020

## Service Agreement Non-Hazardous Waste Service Summary

### Service Information

Name Westgate Arms Contact Steve Cicala  
Address 1521 W MAIN ST Telephone # (610) 272-8542  
City State Zip JEFFERSONVILLE, PA 19403-3266 Fax #  
County/Parish MONTGOMERY Email Info@comehometolindy.com

Customer Comments: Annual CPI increase not to exceed 3% in successive years

### Billing Information

Name Westgate Arms Contact Bill Box #00-192  
Address PO BOX 7559 Telephone #  
City State Zip HICKSVILLE, NY 11802-7559 Fax #  
County/Parish NASSAU Email ap@comehometolindy.com  
PO#

### Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	6 Yard FEL	MSW Commercial	2xPer Week	Fuel & Environmental/RCR	\$ 147.05 \$ 31.95 *

Current rate for Extra Pickup (per Lift): \$ 175.00

Current FSC 0.00%, EVC 17.50%, RCR 3.60%

MONTHLY TOTAL: \$ 175.00 \*

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	8 Yard FEL	MSW Commercial	2xPer Week	Fuel & Environmental/RCR	\$ 197.98 \$ 43.02 *

Current rate for Extra Pickup (per Lift): \$ 200.00

Current FSC 0.00%, EVC 17.50%, RCR 3.60%

MONTHLY TOTAL: \$ 241.00 \*

Quantity	Equipment	Material Stream	Frequency	Base Rate	
2	96 Gallon REL Recycling Toter	Single Stream Recycling	2xPer Week	Fuel & Environmental/RCR	\$ 110.08 \$ 23.92 *

Current rate for Extra Pickup (per Lift): \$ 100.00

Current FSC 0.00%, EVC 17.50%, RCR 3.60%

MONTHLY TOTAL: \$ 194.00 \*

Customer's Waste Materials not to exceed an average weight of 70 lbs/yd.

MONTHLY GRAND TOTAL: \$ 554.00 \*

554.00

(C4)

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Acct. Name

LINDY PROPERTY  
MANAGEMENT -  
Relationship

Salesperson

Katie Strock

Effective Date

8/1/2020

Last PI Date

## Service Agreement

### Non-Hazardous Waste Service Summary

#### Initial One Time Service Charges\*

Initial Delivery \$ 0.00

#### As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at [www.wm.com/billhelp](http://www.wm.com/billhelp). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

**Contract Term is for 3 year(s) from the Effective Date ('Initial Term') this agreement does not have a Renewal Term.**

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature

Printed Name

Title

Date

Company Waste Management of  
Pennsylvania, Inc.

Printed Name

Waste Management Sales Rep.

Title

Date

Terms and Conditions on following page(s)