



MAYFIELD
VILLAGE

MAYOR BRENDA T. BODNAR
mayfieldvillage.com

SERVICE DEPARTMENT

Frank Stupczy, Director
610 SOM Center Road
Mayfield Village, OH 44143
440.442.5506 • Fax: 440.446.1479
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MEMORANDUM

To: Council President Schutt and Members of Council
From: Service Director Frank Stupczy
Date: May 2, 2025
Re: **Progressive Insurance use of Service Department property**

Progressive Insurance has reached out to the Service Department with a request to dump their seasonal yard debris in our debris pile at 610 SOM. Throughout the growing season, the contractor that handles their property maintenance at 6300 Wilson Mills Rd and 300 North Commons Blvd collects bulk organic yard waste. This bulk waste needs to be disposed of regularly. After discussions with Progressive Insurance, I believe the Service Department can absorb the amount of debris they need to dispose of during the year. In return, Progressive Insurance has agreed to compensate Mayfield Village in the amount of \$9,000 per year.

Our Law Department has worked with Progressive's counsel to prepare the attached Yard Waste Agreement and I request Council's approval at the May 19th meeting. Thank you.

Respectfully,

Frank Stupczy

YARD WASTE AGREEMENT

THIS YARD WASTE AGREEMENT (this "Agreement") is executed as of the Effective Date (hereinafter defined) by and between PROGRESSIVE CASUALTY INSURANCE COMPANY ("Progressive") and MAYFIELD VILLAGE, OHIO (the "Village"). The Effective Date is the date on which this Agreement is last executed by Progressive and the Village, (hereinafter collectively sometimes referred to as the "Parties").

RECITALS:

WHEREAS, Progressive generates each year approximately 200 tons of organic yard waste from properties owned by Progressive, located at 6300 Wilson Mills Road and 300 North Commons, Mayfield Village, Ohio (each, a "Property" and together, the "Properties"); and

WHEREAS, Progressive desires to dispose of its organic yard waste at the Village's organic yard waste facility located at 610 SOM Center Road, Mayfield Village, Ohio (the "Facility"); and

WHEREAS, the Village desires to allow Progressive to dispose of its organic yard waste at the Facility, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. Yard Waste Disposal. From time to time throughout the term of this Agreement, Progressive may dispose of its organic yard waste material at the Facility. Progressive agrees to limit its annual organic yard waste disposal to a maximum of 200 yards per calendar year, beginning January 1. The Parties will separately meet and agree to the specific operational requirements as to when Progressive may dispose of the organic yard waste to minimize any interruption of the Village Service Department's usual operations.

2. Compensation. As compensation for Progressive's right to dispose of its organic yard waste material at the Facility, Progressive shall pay to Mayfield Village a disposal fee of nine thousand dollars (\$9,000.00) per year, payable in one payment, no later than September 1 of the applicable year. In addition, should the Village incur any unexpected or unforeseen expenses directly related to this Agreement, Progressive agrees to compensate the Village for those actual, reasonable expenses based on documentation reasonably acceptable to Progressive.

3. Indemnification. Unless caused by the Village's negligence or intentional misconduct, Progressive shall defend, indemnify and hold the Village and its agents, employees, officers and directors harmless against any and all claims, damages and expenses, including reasonable attorney fees, arising from Progressive's disposal of its organic yard waste at the Facility.

4. Environmental. Progressive shall not include hazardous materials or substances in its organic yard waste. Hazardous materials and substances are defined by state and federal Environmental Protection Agency rules and regulations.

5. Term and Termination. This Agreement shall continue indefinitely until terminated by either party on at least thirty (30) days' prior written notice.

6. Gifts. The Village acknowledges that Progressive has a Business Ethics Policy that provides that no Progressive employees nor members of their family shall accept "gifts" or other benefits (including, without limitation, free or discounted meals, tickets to sporting events and concerts, discounts on personal services, and free or discounted lodging) from contractors, suppliers, vendors or others seeking to transact business with Progressive. The offering or giving of such gifts by the Village, whether or not made with the intent to obtain special consideration, shall be deemed a material breach of this Agreement,

entitling Progressive to all available remedies at law or in equity, including, without limitation the right to cancel this Agreement.

7. Notices. All notices permitted or required hereunder shall be in writing and shall be personally delivered, sent by a reputable overnight courier service that provides proof of delivery, and shall be effective when received, refused or returned unclaimed. Notices shall be addressed to the Parties as follows:

Progressive: Progressive Casualty Insurance Company
603 Alpha Drive, 2nd Floor
Highland Heights, Ohio 44143
Attention: Business Leader, Real Estate

The Village: Mayfield Village
6622 Wilson Mills Road
Mayfield, Ohio 44143
Attention: Frank Stupczy
Service Director
Phone: 440.442.5507
Email: FStupczy@mayfieldvillage.com

The Parties may change their respective notice addresses by giving the other party written notice thereof.

8. Miscellaneous.

(a) Representative. Progressive hereby appoints Brian K. Smith as its authorized representative to act on Progressive's behalf in the administration of this Agreement. The Village hereby appoints Frank Stupczy, Mayfield Village Service Director, as its authorized representative to act on the Village's behalf in the administration of this Agreement and the performance of the Work. If either party desires to add an authorized representative or change the above-named authorized representative, said party shall do so by notifying the other party in accordance with Section 7 above.

(b) Modification. Except as otherwise provided herein, this Agreement may be amended or modified only by a written agreement signed by both Parties.

(c) Governing Law. This Agreement is governed by the laws of the State of Ohio. If either party files any lawsuit, such lawsuit shall be filed in the Cuyahoga County Court of Common Pleas or the United States District Court for the Northern District of Ohio.

(d) Severability. If any provision in this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement shall remain in full force and effect.

(e) Assignment. Neither party may assign this Agreement or any of its obligations hereunder without the prior written consent of the other party, except that Progressive may assign this Agreement to an affiliate without obtaining such consent.

(f) Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations and agreements either written or oral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates set forth below and the Effective Date being the date of the last signature hereto.

PROGRESSIVE CASUALTY INSURANCE COMPANY
an Ohio corporation

MAYFIELD VILLAGE, a municipal corporation
that is a political subdivision of the State of Ohio

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

By: _____

Its: _____

Date: _____

Name: _____

Law Director