



MAYFIELD
VILLAGE

MAYOR BRENDA T. BODNAR
mayfieldvillage.com

SERVICE DEPARTMENT

Frank Stupczy, Director
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MEMORANDUM

To: Council President Schutt and Members of Council
From: Service Director Frank Stupczy
Date: October 2, 2026
Re: **Progressive Yard Waste Agreement**

Our current agreement Yard Waste Agreement with Progressive expires on December 31, 2026. As you may remember, the Yard Waste Agreement allows Progressive to dispose of its organic yard waste at the Service Department.

Progressive asked to renew the agreement for a 2.5-year term to avoid future renewals coinciding with an end of year timeline. Because they sold the Wilson Mills location, they also asked that the agreement cover only yard waste coming from 300 North Commons and their Beta Drive property. We made those changes to the agreement, but kept the pricing the same, as the majority of the yard waste comes from the North Commons campus. Attached is a copy of the updated Yard Waste Agreement that we are asking Council to approve at its October 19th meeting. Thank you.

Respectfully,

Frank Stupczy

SECOND AMENDMENT TO YARD WASTE AGREEMENT

THIS SECOND AMENDMENT TO YARD WASTE AGREEMENT (this "Amendment") 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 and the Village are parties to that certain Yard Waste Agreement dated June 18, 2025, as amended by that certain First Amendment to Yard Waste Agreement dated December 17, 2025 (jointly, the "Agreement"), in which the parties agreed to the terms and conditions under which Progressive is entitled to dispose of its organic yard waste with the Village's Facility, as more fully detailed in the Agreement; and

WHEREAS, Progressive and the Village desire to amend the Agreement on 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. Extended Term. The term of the Agreement is extended through June 30, 2029 (the "Extended Term").

2. Progressive Properties. The definition of "Progressive Properties" in the Agreement is revised to reflect only: (i) Progressive's headquarters and adjacent buildings, located at 300 N. Commons Boulevard; and (ii) Progressive's Discovery Building, located at 6671 Beta Drive.

3. Compensation. Section 2 of the Agreement is revised to reflect disposal fees for the Extended Term in the following amounts:

Period	Disposal Fee
01/01/27 – 12/31/27	\$9,000.00
01/01/28 – 12/31/28	\$9,000.00
01/01/29 – 06/30/29	\$4,500.00

4. Ratification of Agreement. Except as expressly modified by this Amendment, the provisions of the Agreement remain in full force and effect and binding on the parties. Capitalized terms not defined in this Amendment have the meanings given to them in the Agreement. This Amendment is binding on and inures to the benefit of the parties and their respective successors, heirs and assigns.

5. Authority. Progressive and the Village each warrant and represent that this Amendment has been executed on their respective behalf with the full and proper authority.

6. Counterparts. This Amendment may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same agreement. Photocopies and electronically scanned or faxed copies of original signature pages shall be deemed originals in all respects.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 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: _____

Name: _____
Law Director

Date: _____