



June 23, 2021

Pasquale Menna, Mayor
Borough of Red Bank
90 Monmouth Street
Red Bank, NJ 07701

Re: Letter Agreement relating to Plastic Film Recycling Pilot Program

Dear Mayor Menna:

This letter agreement (“**Agreement**”) sets out the principal terms of a curbside plastic film recycling program being considered by S. C. Johnson & Son, Inc. (“**Johnson**”) and the Borough of Red Bank, New Jersey (“**Red Bank**”). The curbside plastic film recycling program is referred to as the “**Pilot Program**” and Johnson and Red Bank are referred to collectively as the “**Parties**” and each, individually, as a “**Party**”.

1. Pilot Program:

The Pilot Program will be initiated upon mutual agreement, in writing and signed by all Parties, to a statement of duties, deliverables, cost, and timing sufficient to clearly set forth the expectations of the Parties with respect to the Pilot Program (“**Pilot Program Project Description**”). The initial draft Pilot Program Project Description is set forth on Exhibit A attached hereto.

Should the Pilot Program Project Description and this Agreement conflict in any way or should the Pilot Program Project Description contain additional terms not explicitly referred to in this Agreement as terms that may be in a Pilot Program Project Description, this Agreement will govern and any such additional terms will have no effect, unless the Pilot Program Project Description includes an explicit statement that the parties intend it to supersede this Agreement, specifically identifying this Agreement.

Heather Berlinski of Johnson will act as the Johnson contact person for the purpose of coordinating activities under this Agreement. If Johnson designates some other person to act as its contact person, Red Bank will be notified in writing.

2. Term and Termination: This Agreement will commence on the date this agreement is signed by both parties and terminate on the date of completion of Red Bank's data reporting obligations set forth in Exhibit A, subject to early termination of this Agreement by either of the parties. Either party may, by providing the other party thirty days' written notice, terminate this Agreement at any time. If Johnson so terminates or halts work, Johnson will be obligated to pay those fees and expenses that Johnson is to pay under Section 3, to the extent that they have been actually earned, incurred, or irretrievably committed by the date of Johnson's notice to terminate or halt work. If Red Bank so terminates this Agreement, Johnson shall have no obligation to pay or reimburse Red Bank for expenses incurred after the date of the termination notice.
3. Fees, Expenses, and Payments: For each Project, Johnson will pay for the services, expenses, equipment and materials ("**Johnson Financial Commitments**") specified in the Pilot Program Project Description. Unless otherwise provided in the Pilot Program Project Description undisputed invoices will be paid under the following payment terms, net sixty (60) days from receipt of the corresponding invoice. If this Agreement is terminated or work under a Pilot Program Project Description is halted for reasons other than for breach, Johnson shall pay for the portions of the Johnson Financial Commitments that is due up to the date of termination. Red Bank will pay any income, self-employment, or other taxes due on any of the Johnson Financial Commitments. No taxes will be withheld by Johnson.
4. Confidential Information: All information relating to the Pilot Program that is or has been disclosed to Red Bank by Johnson or on Johnson's behalf, as well as information that Red Bank develops as a result of this Agreement, will be "Confidential Information," subject to the limitations of this Agreement. Johnson employees are not authorized to receive any of Red Bank's confidential information under this Agreement. Accordingly, any information received from Red Bank will be treated as non-confidential.
 - A. Limitations on Disclosure and Use of Confidential Information. Red Bank will not disclose Johnson's Confidential Information to any third party, except as permitted by this Agreement or the advance written consent of Johnson, or use or reproduce any Confidential Information for any purpose other than to carry out the Pilot Program.
 - B. Exclusions. Information will not be considered Confidential Information if it can be shown to have been:
 - i. Rightfully in Red Bank's possession prior to the date of Johnson's disclosure to Red Bank,
 - ii. Available to the public prior to the date of Johnson's disclosure to Red Bank or to have become available to the public after Johnson's disclosure without any unauthorized act or omission by Red Bank,
 - iii. Disclosed to Red Bank prior to or subsequent to the disclosure by Johnson without restriction by a third party who had a right to disclose and was not under an obligation of confidence to Johnson, or

- iv. Independently developed by Red Bank by a person having no access to the Confidential Information as evidenced by written records or other tangible evidence.
 - C. No Disclosure. Red Bank agrees not to disclose to third parties the existence or the terms of this Agreement or the Pilot Program Project Description without the prior written consent of Johnson. In addition, Red Bank agrees not to use any reference to Johnson or its products or trademarks, including but not limited to its logos, in Red Bank's advertising, web page, or other materials given or exposed to third parties without Johnson's express prior written permission granted by a Johnson officer.
 - D. Term of Confidentiality and Non-Use Obligations. The obligations of confidentiality and non-use contained herein will continue for five years following the termination date of this Agreement.
5. Third Parties' Property; Red Bank Warranties: Red Bank represents and warrants that Red Bank's entering into this Agreement and performance for Johnson under this Agreement will not constitute a breach of any obligations that Red Bank has to any third party. Red Bank represents and warrants that it is authorized to fulfill its obligations as may be provided for in a Pilot Program Project Description without any additional consents or approvals. Red Bank must not disclose to Johnson or use for Johnson's benefit any information that Red Bank knows or believes is third party proprietary or confidential information.
6. Intellectual Property: "Intellectual Property" means any invention, whether patentable or not, including but not limited to compositions, formulas, designs, products, and methods, together with any data, and any know-how, trade secret, and other intellectual property, and any Intellectual Property that Red Bank conceives or makes during and as a part of Red Bank's performance under this Agreement will be "Pilot Program Intellectual Property".

Pilot Program Intellectual Property will be the exclusive property of Johnson and Red Bank hereby assigns, transfers, and releases to Johnson all of Red Bank's rights in and to all Pilot Program Intellectual Property free and clear of any lien, encumbrance or any other right or interest of any other person or entity. Red Bank is hereby granted a non-exclusive, non-transferable, perpetual license to use any and all Pilot Program Intellectual Property.

7. Independent Contractor: Red Bank is an independent contractor and will not be a Johnson employee or agent for any purpose. Red Bank will have no right nor will Red Bank attempt to obligate Johnson to third parties in any way without Johnson's prior specific and express written approval. Red Bank will not communicate with third parties regarding matters involving Johnson and this Agreement without Johnson's approval. If Johnson approves any such communications with third parties, Red Bank will make it clear that Red Bank is working in the capacity of an independent contractor and Red Bank rather than as a Johnson employee or agent.

8. General Provisions:

- A. Sub-Contractors: Red Bank will not engage anyone other than Red Bank's own employees to perform any Red Bank's services for Johnson under this Agreement.
- B. Assignment. This Agreement may not be assigned by Red Bank without the prior written consent of Johnson.
- C. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey, United States of America, without giving effect to any choice of law, conflict of law or other rules or provisions (whether of such jurisdiction or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.
- D. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.

[Signature page immediately follows.]

Please indicate Johnson and Red Bank's acceptance of this Agreement by having the enclosed duplicate original signed by a person who, by signing, also personally warrants his or her authority to bind Johnson and Red Bank. Then return one original to me. For convenience, we can exchange signatures electronically by fax or e-mailed .pdf files, thus putting the Agreement into effect. If we do so, any subsequent paper copies signed will serve only to confirm the Agreement established by the electronically-exchanged signatures.

Sincerely,

S. C. Johnson & Son, Inc.

By: _____

Name: _____

Title: _____

Accepted:

Municipality

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT A

[PILOT PROGRAM PROJECT DESCRIPTION]

Johnson and Red Bank have come together to collaborate on instituting the Red Bank Curbside Recycling Collection of Plastic Film Pilot Program (the “Pilot Program”) to last for one year beginning on **June 16th, 2021** (*Pilot Start Date*) and ending on **June 16th, 2022** (*Pilot End Date*) (the “Pilot Program Term”). Any capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (defined, below).

Johnson and Red Bank entered into that certain Letter Agreement on [REDACTED] (*Date of Signing*) (the “Agreement”) that as part of its curbside recycling program, Red Bank will collect bagged plastic film—including dry plastic grocery bags, Ziploc® brand food storage bags, dry-cleaning bags, and other flexible plastic wrap—as a recycling item once a month. Below are the terms each party will be responsible for during the Pilot Program Term:

- Residential Collection Bins
 - Johnson agrees to provide Red Bank with 1,800 3-gallon buckets, imprinted with recycling messaging approved by Red Bank. The buckets will be stored by Red Bank and provided to residents who opt-in to participate in the recycling program.
- Collection
 - Red Bank agrees to include plastic film as an accepted item within its existing curbside recycling program on a trial, pilot program basis beginning on **June 16, 2021**, for one year.
 - Red Bank will coordinate with their hauler to facilitate a monthly pick-up on the third Wednesday of the month.
- Marketing Materials
 - Red Bank agrees to display Johnson-provided “Recycling Announcement” materials on Red Bank’s main and waste management websites, Facebook page, and other necessary marketing outlets as well as on printed materials including a postcard. These materials will be designed and created by Johnson, subject to the approval of Red Bank.
 - Digital Materials
 - Announcement— Red Bank agrees to post “Recycling Announcement” on main or designated waste management website detailing the pilot program using promotional materials provided by Johnson. Red Bank also agrees to educate residents of the updates to the recycling program, and update list of accepted/non-accepted recyclables on designated waste management website.
 - Print Marketing
 - Johnson will design, create, and fund up to \$6,600 for a postcard and/or other flyers announcing the pilot program. This will include the printing and mailing of 2 waves of postcards to all 5,000 households in Red Bank.

- Data Sharing
 - Red Bank agrees to collect and share the below sets of data with Johnson at the conclusion of the Pilot Program
 - The amount of plastic film that entered the recycling stream from the year prior to the pilot program, June 2020 - May 2021, if available
 - The amount of plastic film being sent to the landfill from the year prior to the pilot program, June 2020 - May 2021, if available
 - The full amount of recycling materials collected from the year prior to the pilot program, June 2020 – May 2021, if available
 - The amount of plastic film collected each month during the curbside recycling pilot program
 - The amount of plastic film that is collected for the entire duration of the pilot program
 - The dates Red Bank sent loads of plastic film to end market purchaser, and the amount of plastic film sent to the end market purchaser
 - Cost analysis of the addition of plastic film Red Bank's recycling curbside collection: total amount Red Bank spent on recycling the year prior to the pilot program, from June 2020 – May 2021, total cost Red Bank spent on landfilling they year prior to the pilot program, from June 2020 – May 2021, total amount the Red Bank spent on recycling during the Pilot Program Term and dollar amount per pound of plastic film Red Bank collected from end market purchaser.