

**EMPLOYMENT AGREEMENT BETWEEN
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
AND JAMES L. BURROR, JR.**

THIS AGREEMENT (herein "Agreement") is made this 8th day of May, 2023, by and between the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (herein the "AUTHORITY"), a joint powers agency as employer, and JAMES L. BURROR. JR. (herein "BURROR"), an individual as employee, who hereby agree as follows:

**I.
RECITALS.**

A. AUTHORITY is a joint powers agency operating and existing pursuant to Section 6500 *et seq.* of the Government Code of the State of California and that certain joint powers agreement entitled "JOINT EXERCISE OF POWERS AGREEMENT CREATING SOUTH ORANGE COUNTY WASTEWATER AUTHORITY AND TERMINATING ALISO WATER MANAGEMENT AGENCY, SOUTH EAST REGIONAL RECLAMATION AUTHORITY, SOUTH ORANGE COUNTY RECLAMATION AUTHORITY", dated July 1, 2001.

B. AUTHORITY desires to retain BURROR, its full-time Director of Operations, as its Acting General Manager.

C. BURROR has agreed to continue in employment as AUTHORITY's Director of Operations and its Acting General Manager pursuant to the terms and conditions herein stated.

D. The parties have set forth below the terms and conditions of their Agreement.

E. The parties herein agree that this Agreement has a fixed term, and is subject to the rights of termination set forth herein.

**II.
AGREEMENT.**

In consideration of the mutual promises set forth herein, the Parties agree as follows:

BURROR shall serve as Director of Operations and Acting General Manager of the AUTHORITY pursuant to the terms and conditions set forth herein:

A. Compensation.

BURROR's gross salary shall be Two Hundred Thirty-Seven Thousand Dollars (\$237,000.00) per year (retroactive to January 17, 2023, the date of assuming duties of Acting General Manager), payable consistent with the AUTHORITY's normal payroll practices. BURROR's salary shall be evaluated annually by AUTHORITY's Board (hereinafter "BOARD") to consider a merit increase in salary based upon performance. If performance warrants a merit increase, BURROR shall be entitled

to a merit increase as determined in the sole discretion of the BOARD. Any increase granted will become effective when directed by the Board. In addition, BURROR will receive the same annual cost of living increase(s) afforded to other non-represented AUTHORITY employees.

B. Benefits.

(1) Standard Benefits: Except as provided in subparagraph B(2) below, BURROR shall receive the same benefits package as that offered to AUTHORITY's management employees as the same may from time to time be established by AUTHORITY.

(2) Additional Benefits: BURROR shall receive a monthly vehicle allowance of Five Hundred Dollars (\$500.00) per month, payable in lieu of mileage and any other vehicle-related costs and expenses. BURROR agrees the vehicle allowance covers all vehicles costs and expenses that may be incurred by BURROR in connection with the use of his private vehicle for AUTHORITY business, including but not limited to insurance, maintenance and fuel costs. BURROR's use of his private vehicle while conducting AUTHORITY business is governed by AUTHORITY's policies, including AUTHORITY's *Vehicle Policy*.

C. Duties and Restrictions.

(1) Duties. BURROR will perform the duties of the Director of Operations set forth in the Director of Operations job description and such other reasonably related duties assigned by the BOARD.

(2) AUTHORITY hereby agrees to also employ BURROR as the AUTHORITY's Acting General Manager, to serve at the will and pleasure of the BOARD. BURROR shall perform the functions and duties specified in Exhibit A, and such other legally permissible and further duties and functions as shall, from time to time, be assigned by the BOARD, or as required by law. In addition, BURROR will support the transition of the organization's operations as directed by the Board of Directors through the term of the Agreement.

(3) BURROR shall devote such time, interest and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements.

(4) BURROR's duties require that he be available to address time-sensitive matters of the AUTHORITY's business, and BURROR agrees to reside within a distance from the AUTHORITY's administrative offices that enables him to be on the AUTHORITY premises within one (1) hour during his employment as Acting General Manager.

(5) BURROR shall devote BURROR's entire productive time, ability, and attention to the business of AUTHORITY during the term of this Agreement.

(6) Outside Employment and Activities: BURROR shall not accept any other employment during the term of this Agreement and shall devote his full time to his AUTHORITY position, unless otherwise approved by the BOARD. BURROR shall not engage in any outside activities during the term of this Agreement that generate conflicts of interest or the appearance thereof

(financial or other) with his positions. If BURROR is not certain whether or not a particular proposed outside activity is permitted under this Agreement, he shall ask the AUTHORITY's Executive Committee for a determination thereon before engaging in the activity, and the AUTHORITY's Executive Committee shall, within thirty (30) days, make a determination thereon. Failure to act on the part of the AUTHORITY's Executive Committee within said thirty (30) day period shall be deemed approval. Notwithstanding any AUTHORITY Executive Committee determination, it is BURROR's obligation to ensure his activities are not in violation of federal, state or local conflict of interest laws or regulations.

D. Term.

Subject to the provisions for Termination of Agreement or Employment set forth below, the parties agree that the term of this Agreement shall extend to October 31, 2024, at which time BURROR's employment with AUTHORITY will end.

E. Termination of Agreement or Employment.

(1) This Agreement may be terminated at any time with or without notice and with or without cause by a majority vote of the AUTHORITY BOARD and BURROR shall have the right to continue in his role solely as the Director of Operations at his prior salary (\$206,405.00), plus any cost of living adjustments received by other non-represented AUTHORITY employees and the percent of any merit increases provided to BURROR during the term of this Agreement.

(2) It is expressly understood that BURROR, in his capacity as the AUTHORITY's Acting General Manager, is an at-will employee serving at the pleasure of the BOARD, subject to termination at any time, with or without cause, and with no right to any hearing, including any so-called Skelly hearing.

(3) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of BURROR or AUTHORITY to voluntarily terminate this Agreement. Due to the sensitive nature of BURROR's position and the difficulty of replacing BURROR, BURROR shall give sixty (60) days written notice prior to such termination to the BOARD.

(4) In the event AUTHORITY terminates BURROR's employment without cause, BURROR shall be entitled to the following severance in accordance with the terms of California Government Code sections 53260, *et seq.*: (a) salary for the lesser of the unexpired term of this Agreement or three (3) months' at the rate in effect at the date of termination; (b) full medical benefits for the term of severance or until such time as BURROR finds other employment, whichever occurs first; and (c) compensation for unused vacation, and unused, but accrued sick leave pay at the salary rate effective at the date of termination. Payment of any severance is expressly contingent on BURROR releasing AUTHORITY and the BOARD from any and all claims relating to BURROR's employment and the termination thereof, excluding any claims for workers' compensation or unemployment insurance.

Upon any allegation that BURROR has engaged in conduct that would result in his termination of employment, as defined below, BURROR is entitled to address and attempt to rebut

those allegations before the BOARD in a closed session prior to the BOARD making any final determination regarding the veracity of those allegations. In the event the BOARD, in its discretion, finds merit to the allegations and terminates for cause, BURROR shall not be entitled to any severance pay. Such determination shall be made by AUTHORITY in its sole discretion, subject to review in an evidentiary hearing, if requested by BURROR. The hearing shall be before a neutral hearing officer selected from a list supplied by the State Mediation and Conciliation Service, and the issue at the hearing shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that BURROR would not be entitled to any severance pay or benefits (except for unused vacation and sick leave). Under no circumstances shall BURROR be entitled to reinstatement to the position of Acting General Manager or Director of Operations as a result of such hearing. Following the hearing, the hearing officer shall submit his or her findings and decision to the AUTHORITY, which shall be final and binding. Termination shall be "for cause" if BURROR: (a) acts in bad faith and to the detriment of the AUTHORITY; (b) refuses or fails to act in accordance with any specific direction or order of the AUTHORITY BOARD or Executive Committee (provided that the full AUTHORITY BOARD has been informed of the direction of the Executive Committee); (c) exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (d) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (e) breaches any material term of this Agreement.

F. Severance.

(1) BURROR will not be entitled to severance if BURROR resigns or dies during the term of this Agreement.

(2) Separately Negotiated: Waiver. The parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance at the time of termination by BURROR of the severance pay benefits provided by this section shall operate as a full and complete waiver and release of any and all rights, claims and/or causes of action which BURROR may have, or have had, at any time, in the past or in the future, arising out of BURROR's employment by AUTHORITY, including, but not limited to, claims for wrongful termination. (BURROR agrees to sign a Severance Agreement that is substantially similar to the one attached as Exhibit "B".) If BURROR wishes to retain any such rights, BURROR must decline to accept the severance benefits provided by this section.

Acceptance of the severance benefits under this paragraph will operate as a general release on the part of BURROR as to all claims, known or unknown, and BURROR specifically waives the provisions of California Civil Code Section I 542 which provide:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(3) Pursuant to Government Code Section 53243 et seq., if BURROR is convicted of a crime involving an abuse of office or position, as defined below, all of the following shall apply: (1) if BURROR was provided with paid leave pending an investigation into the matter, BURROR shall be required to fully reimburse the AUTHORITY for those amounts paid; (2) if the AUTHORITY, in its discretion, paid for the criminal defense of BURROR, BURROR shall be required to fully reimburse the AUTHORITY for all amounts paid; (3) if the AUTHORITY paid any severance pay under this AGREEMENT, BURROR shall be required to fully reimburse the AUTHORITY for all amounts paid.

(a) "Abuse of office or position" means either:

- (i) An abuse of public authority, including but not limited to, waste, fraud, and violation of the law under color of authority;
- (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part I of the Penal Code; or
- (iii) As set forth in Government Code Section 53243.4 or its successor statute.

G. Governing Law.

This Agreement shall be interpreted and enforced in conformance with California law.

H. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior agreements, written or oral, and any representations, written or oral, not expressly included herein.

I. Venue.

The venue for any litigation to interpret or enforce this Agreement shall be the Orange County Superior Court.

J. Integration Clause.

If any part, provision, paragraph or subparagraph of this Agreement shall be held to be void or unenforceable by a final judgment of a court of competent jurisdiction, then unless that provision is found in such proceeding to be material to this Agreement, said void or unenforceable provision shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect. In the event that the void or unenforceable provision is found to be material to this Agreement, then the entire Agreement shall be voided.

K. Independent Review: Interpretation.

BURROR and AUTHORITY affirm in signing this Agreement that they have each had an opportunity to review and consider this Agreement, and to have it reviewed and to receive advice from independent advisors of their own choosing, including attorneys, and that each knowingly and voluntarily enters into this Agreement. BURROR and AUTHORITY further affirm that this Agreement was the mutual product of their negotiations, including give and take, and that neither party shall be considered the drafter of this Agreement such that the Agreement is interpreted against that party.

L. Public Record.

BURROR acknowledges that this Agreement, upon final execution, will become a public record under California law available for public inspection and copying.

M. Counterparts.

This Agreement may be signed in counterparts. Any such counterpart when executed shall constitute an original of this Agreement and all such counterparts together shall constitute one and the same Agreement.

DATED: 5/9/2023

SOUTH ORANGE COUNTY WASTEWATER
AUTHORITY

By: 
MATT COLLINGS
BOARD CHAIR

DATED: 5/8/23

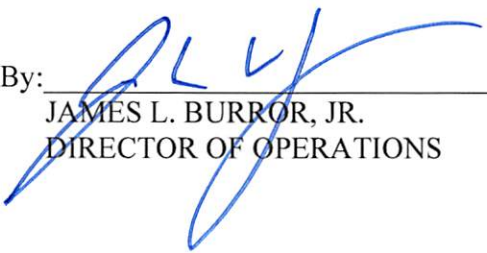
By: 
JAMES L. BURROR, JR.
DIRECTOR OF OPERATIONS

EXHIBIT A

TITLE: **Acting General Manager**

DIVISION: **Executive Management**

SALARY RANGE: **Set by the Board of Directors**

DEFINITION:

This position acts as the Chief Executive Officer of SOCWA and reports directly to the Board of Directors.

The General Manager is responsible for the overall administration, management, planning, engineering, construction, maintenance and operation of complex secondary and tertiary wastewater treatment plants and related facilities. Additionally, the General Manager implements public outreach programs to promote issues relating to SOCWA's activities and those of its member agencies.

EXAMPLE OF DUTIES:

- Acts as an agent for the Board of Directors to ensure that all policies and programs of the Board are carried out.
- Works with the Board of Directors to identify significant issues relating to SOCWA and assists in the formulation of policies relating to same.
- Provides feedback to the Board to make sure all aspects of issues are evaluated.
- Directs and supervises all employees of the Authority. Ensures the proper application of all rules and policies of the Authority. All employees work under the direction and control of the General Manager.
- Develop/mentor management and administrative staff.
- Encourage increased participation by executive staff.
- Utilize key staff members in outreach programs.
- Organizes, directs and administers the operation and maintenance of wastewater treatment plants and other joint facilities to meet applicable state and federal wastewater quality standards.
- Serves as Secretary to the Board of Directors.

- Develops and implements cost control measurements and cost control systems as required by the Authority.
- Represents the Authority in wastewater related organizations such as SCAP, CASA, CSRMA, etc.
- Directs the continuous review of expenditures throughout the fiscal year to determine if such expenditures are necessary and in accordance with Board policy.
- Fosters strong working relationships with Regional Boards and Non-governmental organizations.
- Represent the Authority in all negotiations, transactions and discussions with county, state and federal agencies. Acts as liaison to these organizations.
- Recommends new or modified policies and programs to the Board of Directors. Supervises the reorganization of staff as appropriate.
- Cultivates and maintains contacts with the media, community leaders, public officials and other wastewater and water agencies.
- Prepares and submits annual operating and capital improvement budgets related to the operation and maintenance of the wastewater treatment plants and facilities as required by the Authority. Supervises production and implementation of long-range capital improvement programs.
- Ensure that all service contracts are properly administered. Provides such services to member agencies as appropriate.
- Consults with all facility users regarding unusual or difficult wastewater problems, to include notification of violations and initiation of action to obtain compliance; notifies appropriate agencies of any violations and initiates action to obtain compliance with existing regulations.
- Prepares studies, surveys, reports and economic appraisals as required by the Authority.
- Insures the safe operation of the wastewater treatment plants, joint facilities and the safe practices of Personnel employed by the Authority.
- Responds to requests from member agencies to report on the operation of the wastewater treatment plants and joint facilities. Makes reports to member agency Boards, as requested.
- Provide outreach for member agency staff on SOCWA related issues.
- Strong leader for SOCWA and In the community
- Be regarded as an advocate for SOCWA and SOCWA member agencies.

- Provides expert opinions, advice and counsel in matters relating to the wastewater system.
- Acts as the Authority's principal representative in all personal matters and employee negotiations, disputes and grievances.
- Participates actively in organizations, committees, task forces and meetings for the benefit of the Authority. Represents the Authority in all matters directly related to its wastewater facilities.
- Represents the Authority during declared states of emergency associated with flood, earthquake and other natural and man-made disasters. Directs the emergency response by Authority personnel.
- Performs other related duties as required.

Minimum Training and Experience Required to Perform Essential Functions:

Sufficient experience in wastewater treatment and disposal to provide incumbent with the resources necessary to effectively oversee and lead a complex wastewater agency and to participate in public relations/outreach programs advocating issues pertinent to the mission of SOCWA and its member agencies.

- Graduation from a college or university with a baccalaureate degree in engineering, public administration, finance, or related field or an acceptable equivalent.
- A Master's degree is highly desirable in an appropriate field.
- Must possess a valid California, Class C, driver's license in good standing.

Other Special Requirements:

- Principles and techniques of organization, management, personnel administration, governmental budgeting and staff organization; advertising and public relations techniques, analysis of public relations problems, and development of communications, public and community relations programs: sanitary, civil and related engineering fields as applied to planning, design, construction, and operation of wastewater treatment and disposal facilities; principles and development of treatment and disposal of sewage, sludge and industrial wastes; state and regional water quality and water pollution control programs.
- Must possess the ability to plan, organize, direct and manage a qualified professional staff; develop and present projects to the governing board; analyze situations accurately and take effective action; work cooperatively with others.
- Ability to work effectively with elected and appointed Board of Directors, Including willingness to initiate and participate in policy discussions and to provide candid feedback to Board.

- Understanding of pertinent regulatory issues and desire to work closely with regulatory agencies to develop and/or update regulations related to SOCWA.

Environmental Adaptability

Tasks are regularly performed without exposure to adverse environmental conditions.

EXHIBIT B

SEVERANCE AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Severance Agreement and General Release of Claims (hereinafter "Agreement") is made and entered into between SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (hereinafter "SOCWA" or "Employer") and JAMES L. BURROR, JR. (hereinafter "Employee"), and is made in light of the following:

RECITALS

1. Employee was employed by SOCWA and separated from employment as an at-will employee effective _____, 20__.
2. The parties have now agreed to settle any and all disputes, now in existence or arising in the future, between SOCWA and Employee regarding the employment and separation of Employee.
3. Employee acknowledges that SOCWA denies that Employee has any claims which may be asserted against it, but that SOCWA desires to avoid incurring any costs and expenses related to any possible claims, and desires to compensate Employee as the sole means of settlement by providing the severance benefits set forth herein. Therefore, Employee makes this Agreement expressly recognizing that the making of this Agreement does not in any way constitute an admission of wrongdoing or liability on the part of SOCWA.

AGREEMENT

4. In consideration of this Agreement, SOCWA agrees that Employee shall receive severance pay equal to three (3) months of salary, exclusive of incentive or bonus pay, benefit and other non-cash remuneration. Payment shall be made in one lump sum mailed to Employee on the Effective Date of this Agreement. This amount shall be treated as wages, with withholding made for taxes and a W-2 will be issued by SOCWA. However, amounts will not be withheld for medical or other insurance, retirement or other SOCWA-provided benefits, nor will these benefits be provided by SOCWA after the separation date.
5. Employee agrees to keep the terms of this Agreement confidential and not to disclose the terms of this Agreement to any other person, entity, or organization except as necessary for the enforcement or compliance with this Agreement. The parties acknowledge that SOCWA is a public entity and this Agreement and its terms are a public record within the meaning of the California Public Records Act, and therefore, SOCWA will, upon request, release the Agreement and/or its terms. Nothing in this Agreement prevents BURROR from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that BURROR has reason to believe is unlawful.

6. Employee agrees that all employment reference checks initiated by Employee or at Employee's request will be directed to the Human Resources Administrator, or to the successor position in Human Resources, who will state the dates of employment and the position held.

7. In consideration of the promises of SOCWA contained in this Agreement, Employee agrees that by signing this Agreement Employee represents that he has not filed and gives up any and all rights he may have to file a grievance, claim or complaint of any kind against SOCWA arising from his employment and separation, except as may be necessary to enforce the terms of this Agreement, or for workers' compensation or unemployment insurance benefits, or as otherwise required by law. Employee understands and expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and waives all rights under California Civil Code Section 1542, which states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

8. Employee, on behalf of himself, his relatives, heirs, estate, executors, administrators, successors and assigns, fully releases and discharges SOCWA and SOCWA's current and/or former board members, officers, employees, agents or attorneys, from all actions, causes of action, claims, judgments, obligations, damages, and liabilities of whatsoever kind and character, including, but not limited to, any actions, causes of action, claims, judgments, obligations, damages, or liabilities relating to his employment with and separation from SOCWA, including, but not limited to, those arising out of any claims for violation of any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; any tort; any administrative remedy; any federal, state, or local law, statute or regulation based on or related to the Americans with Disabilities Act (42 U.S.C. §§12101-12213), the Federal Family Medical Leave Act (29 U.S.C. 2601-2654), the California Family Rights Act (Gov. Code §§ 12945.1- 12945.2), the Age Discrimination in Employment Act (29 U.S.C. §§621-634), Title VII, Civil Rights Act of 1964 (42 U.S.C. §§2000-2000 (e)-1-17), the California Fair Employment and Housing Act (Gov. Code §§12900-12996), the Fair Labor Standards Act of 1938 (29 U.S.C. §§20 I, et seq.), the California Government Code, or the California Labor Code, except for workers' compensation or unemployment insurance benefits.

Further, Employee represents and warrants that Employee has not filed any lawsuits, complaints, charges or grievances against SOCWA and/or its current and/or former board members, officers, employees, agents or attorneys with any court or governmental agency arising out of Employee's employment with and separation from SOCWA, except for workers' compensation or unemployment insurance benefits.

Further, Employee agrees that under this Agreement, Employee waives any claim for damages incurred at any time after the date of this Agreement because of alleged continuing effects of any alleged unlawful acts or omissions involving the employment with and separation from SOCWA,

and any right to sue for injunctive relief against the alleged continuing effects of alleged acts or omissions.

9. Employee represents and acknowledges that in executing this Agreement, Employee did not rely and has not relied upon any representation or statement not set forth herein made by or on behalf of SOCWA, and that this Agreement sets forth the entire agreement between the parties.

10. Age Discrimination Claims.

(a) Employee understands and agrees that, by entering into this Agreement, (i) except for claims arising after the date this Agreement is signed, Employee is waiving any rights or claims Employee might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; (ii) Employee has received consideration beyond that to which he was previously entitled; (iii) Employee has been advised to consult with an attorney before signing this Agreement; and (iv) Employee has been offered the opportunity to evaluate the terms of this Agreement for not less than 21 days prior to his execution of the Agreement, even though Employee may elect to sign this Agreement before said period of consideration expires. Employee agrees that changes, whether material or immaterial, do not restart the 21-day consideration period.

(b) Employee may revoke this Agreement (by written notice to Employer's Labor Attorney, Bradley Neufeld at Bradley.Neufeld@varnerbrandt.com) for a period of seven days after his execution of the Agreement, and it shall become enforceable only upon the expiration of this revocation period without prior revocation by Employee.

11. The parties agree that should any non-material provision of this Agreement be declared illegal or invalid by decision of any court of law or administrative agency, all other provisions of this Agreement shall nevertheless remain in full force and effect.

12. BURROR agrees to immediately return all AUTHORITY property including, but not limited to, documents, equipment, and money that he has in his possession or control.

13. This Agreement sets forth the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

14. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced and governed by and under the law of the State of California.

15. This Agreement may be executed in any number of counterparts. Any such counterpart when executed shall constitute an original of the Agreement and all such counterparts together shall constitute one and the same agreement. The parties further agree that facsimile or scanned signatures will constitute original signatures for purposes of execution of this Agreement.

16. EMPLOYEE FURTHER STATES THAT HE HAS CAREFULLY READ THIS SEVERANCE AGREEMENT; THAT HE UNDERSTANDS THAT THE CONSIDERATION TO BE GIVEN TO HIM UNDER THIS AGREEMENT IS IN ADDITION TO WHAT HE IS ENTITLED

TO IN THE ABSENCE OF THIS AGREEMENT; THAT HE HAS HAD THE OPPORTUNITY TO HAVE IT FULLY EXPLAINED TO HIM BY AN ATTORNEY OF HIS CHOICE; THAT ONCE EFFECTIVE, THIS AGREEMENT IS FINAL AND BINDING; THAT THE ONLY PROMISES MADE TO HIM TO SIGN THIS SEVERANCE AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS ARE THOSE STATED ABOVE; AND THAT HE IS SIGNING IT VOLUNTARILY.

Dated: _____

JAMES L. BURROR, JR.

Dated: _____

MATT COLLINGS
BOARD CHAIR
SOUTH ORANGE COUNTY
WASTEWATER AUTHORITY