

March__, 2017

Vera Herst, Assistant Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Re: Village of _____, Illinois

Dear Ms. Herst:

Our firm is general counsel to the _____, _____ County, Illinois (“Village”) and I am representing the Village in the above-referenced matter. [The Village is also represented by _____ as bond counsel.] The Village is a home rule municipal corporation.

The Village intends to enter into a loan agreement with the Illinois Environmental Protection Agency (the “IEPA”) pursuant to the Public Water Supply Loan Program. The purpose of the loan agreement is to enable the Village to finance the cost of _____ (the “Project”). The purpose of the loan agreement is to enable the Village to finance the cost of _____ (the “Project”).

You have asked for my opinion with respect to whether the ordinance authorizing the Village to enter into a proposed loan agreement pursuant to the Program is in accordance with Illinois law.

You have also asked for my opinion as to whether the Village has complied with all of the procedural requisites necessary to authorize the Village President to execute the loan agreement in order to create a valid and enforceable contract.

I have examined the applicable state statutes, Village ordinances, including Village ordinances that control the operation of the Village’s water department, and I am familiar with the ordinances and resolutions that have been adopted with respect to the proposed loan, and in particular, Ordinance Number ____ entitled: [insert name/number of ordinance authorizing Village to enter into loan agreement].

After consideration of the foregoing, it is my opinion that:

1. Pursuant to Home Rule provision of the Illinois Constitution of 1970, and Village ordinances, the Village does have the authority to enter into a loan agreement with the IEPA pursuant to the Program.

2. The Village lawfully operates a public water supply system (the “System”) to address drinking water matters within the Village and to provide for administrative procedures, rules and regulations with respect to the operation of System and with respect to the billing and collection for all charges for the sale of water as may be provided by the Village to water customers of the Village.
3. The Village has legal title to the real estate upon which the Project is to be installed.
4. There is no threatened or pending litigation which would affect the borrowing of the funds in question or the payment of same.
5. The Corporate Authorities have taken all the required steps necessary to authorize the Village President to execute the loan agreement and supporting documents by and between the IEPA and the Village pursuant to the Program.
6. The Ordinance does not conflict with any other ordinance of the Village.
7. All actions taken by the Village with respect to the Ordinance were taken at duly constituted meetings of the Corporate Authorities that were properly noticed pursuant to the Open Meetings Act.
8. Upon execution of the loan agreement, the obligation of the Village to repay the loan funds as set forth in the loan agreement will be a binding and legally enforceable agreement against the Village.
9. There are no other agreements, bonds, or ordinances which conflict with, or impair, the obligation of the Village under the proposed loan agreement with the IEPA.
10. There is no senior debt that is payable from revenues of the System [Required only if ordinance doesn’t include section on reserve accounts]

Very truly yours,
