

{Note: This template is for the Expedited Drinking Water Grant Funding Program. Please delete this note.}

[DATE]

[FORM OF OPINION OF GENERAL COUNSEL – insert your letterhead]

State Water Resources Control Board
Division of Financial Assistance
Attn: [Agreements Analyst]
1001 I Street
Sacramento, CA 95814

Re: Recipient Entity (“Recipient”) – Name of Project –Project No. [EDWG-XXXXXXX-XXXX] (“Project”) – Agreement No. [xxxxxxxxxxxxxxxxxxxx] (“Agreement”)

Ladies and Gentlemen:

I am/This firm acts as General Counsel to the Recipient in connection with the Project. This opinion is delivered to the State Water Resources Control Board (“State Water Board”) at the request of the Recipient. In connection therewith, I have examined the laws and organizational documents pertaining to the Recipient, originals of the Agreement between the Recipient and the State Water Board, the Recipient’s authorized representative resolution [number] adopted on [DATE], the Recipient’s rate-setting resolution [number] adopted on [DATE][if Recipient is a corporation or if otherwise applicable: , the Recipient’s resolution authorizing and approving the Agreement as issued by the State Water Board, adopted on [DATE]] (collectively, “the Resolutions”), the Expedited Drinking Water Grant Funding Program Self-Certification Form signed by the Recipient on [DATE] (Recipient’s Self-Certification), all material contracts, agreements, or leases, including but not limited to any listed in the Recipient’s Self-Certification, and such other documents, authorizations, agreements, legal opinions, instruments and records, and have made such investigation of law, as I have considered necessary or appropriate for the purpose of this opinion.

[If Recipient is a corporation: This includes review of the Recipient’s certificate of status dated [DATE], issued by the Secretary of State, and status letter dated [DATE], issued by the State of California Franchise Tax Board.]

Based on the foregoing, it is my opinion that:

- a. The Recipient, a [non-profit corporation/for profit corporation/general law city/charter city/county/special district/joint powers authority] of the State of California duly organized, validly existing and in good standing under the laws of the State of California pursuant to [INSERT SPECIFIC CODE SECTIONS], has the requisite legal right, power, and authority to execute and deliver the

Agreement and carry out and consummate all transactions contemplated therein.

AND IF CHARTER CITY

[The Recipient is a charter city, the governing board of which is not prohibited, limited or constrained in any way from adopting, requiring, or utilizing a project labor agreement that includes all taxpayer protection provisions of Public Contract Code section 2500.]

AND IF JOINT POWERS AUTHORITY

[None of the Recipient's member charter cities is prohibited, limited or constrained in any way from adopting, requiring, or utilizing a project labor agreement that includes all taxpayer protection provisions of Public Contract Code section 2500.]

AND IF A CORPORATION

[[If applicable] The Recipient is a [wholly owned] subsidiary of _____, a [State], [non-profit/for profit] [corporation/other entity].

To the best of my knowledge and based upon a reasonable investigation, the Recipient maintains its primary place of business in California and all material assets are located within the State of California.]

- b. The Resolutions have been duly adopted at meetings of the [board of directors/shareholders/city council, etc., as applicable] of the Recipient which were called and held pursuant to law [and the bylaws of the Recipient] with all notice required by law [and the bylaws of the Recipient] and at which a quorum was present and acting when the Resolutions were adopted. The Resolutions are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.
- c. To the best of my knowledge and based upon a reasonable investigation, all proceedings required by law or under the ordinances or bylaws of the Recipient to be taken by the Recipient in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the Recipient prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, [except as provided below,]except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under

- any federal securities laws or state blue sky or securities laws. [Describe any approvals, etc. still pending.]
- d. To the best of my knowledge and based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions contemplated therein will not: (a) result in a material violation of any applicable law, statute, ordinance or regulation, or of any judgment, order, writ, injunction, decree or rule of any court, administrative agency, governmental authority or arbitrator, or (b) materially conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the Recipient or any amendments thereto, (ii) the ordinances, articles of incorporation or bylaws of the Recipient, (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the Recipient is a party or by which it or its properties are otherwise subject or bound. All material contracts, agreements, or leases are listed in the Recipient's Self-Certification.
- e. To the best of my knowledge and based upon a reasonable investigation, the Recipient has sufficient property rights in the Project property for the purposes contemplated in the Agreement [, except as provided below]. All property necessary for the Project and corresponding property rights are listed in Attachment A to this opinion. These property rights extend for at least fifty (50) years from today's date, as follows: [in perpetuity]/[until [date]]. [Describe any property rights that are still pending.] I/we have informed the Recipient's authorized representative that the Agreement requires the Recipient to provide a supplemental legal opinion after these property rights have been obtained.]
- f. To the best of my knowledge and based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before any court, or by any federal, state, municipal or other governmental authority pending or threatened against or affecting the Project or the Recipient's water system of which the Project is a part (the System), or the assets, properties, or operations of the Recipient relating to the Project or System, which, if determined adversely to the Recipient or its interests would result in any material change in the assets or financial condition of the Recipient, the Project, the Agreement or the transactions contemplated therein, or the System; and the Recipient is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition or operation of the Recipient, the Project, or the System.
- g. No facts have come to my attention which lead me to believe that the Recipient's authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.
- h. The Agreement has been duly authorized, executed, and delivered by the Recipient, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding

obligation of the Recipient enforceable against the Recipient in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

I am admitted to the practice of law in California.

Sincerely,

General Counsel
[Recipient Name]

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