

March 18, 2016

Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215-3516

Ladies and Gentlemen:

I am the Assistant Solicitor for the Village of Ashville. In that capacity, I have reviewed a Water Pollution Control Loan Fund Bond Trust Agreement (the agreement) dated as of February 12, 2016 among the Issuer, the Director of the Environmental Protection Agency (the "Director") and the Ohio Water Development Authority (the "Authority"); Ordinance 2016-01 (the "Legislation") adopted or passed by the legislative authority of the Issuer on January 4, 2016, regarding the Agreement; such laws of the State of Ohio and such other documents, certificates, resolutions and information as I deem relevant and necessary in rendering this opinion.

Based upon the foregoing, I am of the opinion that:

- a. The Issuer is a validly existing Village and political subdivision of the state of Ohio, duly organized and existing under the Constitution and laws of the State of Ohio.
- b. The Issuer has full power and authority to enter into the Agreement, to carry out the transactions contemplated thereby and to perform its obligations thereunder.
- c. The Issuer has duly adopted the Legislation, has duly authorized, executed, acknowledged and delivered the Agreement, and the Agreement is legal valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.
- d. All formal actions of the legislative authority of the Issuer concerning or relating to the enactment of the Legislation was taken in an open meeting of the said legislative authority and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

This opinion is qualified to the extent that the binding effect and enforceability of the Issuer's obligations under the Agreement are subject to applicable bankruptcy, insolvency, reorganization, and moratorium laws and other laws of general application affecting enforcement of creditors' rights generally and to application of general principle of equity.

Sincerely,



Brian M. Zets
Assistant Solicitor