

November 14, 2016

Ohio EPA
Division of Environmental and
Financial Assistance
Attn: Chief
P. O. Box 1049
Columbus, Ohio 43216-1049

Ohio Water Development Authority
Attn: Executive Director
480 South High Street
Columbus, Ohio 43215-3516

Dear Sir & Madam:

I am the Solicitor for the Village of Ashville. In that capacity, I have reviewed a Water Pollution Control Loan Fund Agreement (the agreement) undated, but whose Exhibit 1 shows an application date of 10/28/2016 among the Village (as “Borrower”), 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 Borrower 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 Borrower 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 Borrower 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 Borrower 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 Borrower, enforceable against the Borrower in accordance with its terms.
- d. All formal actions of the legislative authority of the Borrower 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 Borrower'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,



Mark Landes
Solicitor – Village of Ashville

ML/csb