Case: 123365

Cause No. 45144

FILED

September 20, 2018 **INDIANA UTILITY** REGULATORY COMMISSION

Case

123365

Assigned Date 4/2/2018 9:34 AM 4/2/2018 9:17 AM

Case Closed Date 4/24/2018

Owner

🎎 China Miles

Summary

CUSTOMER AND CONTACT

SERVICE ADDRESS

Complainant

William Davis Service Address is Same as Customer

Yes

Customer is also Complainant

Yes

Address Line 1

1468 Candlewood

Lane

Customer

William Davis Address Line 2

Customer Type

Residential

City

Mishawaka

Company Name

State

IN

Email

wgdavis46@aol.co County

St. Joseph

Home Phone

Zip Code

46544

Business Phone

574-383-5669

CASE DETAILS

Contact Phone

Case Closed Date

4/24/2018

Contact Method

Telephone

Is Case Closed

Yes

UTILITY

Resolution Type

Substantiated

Contacted Utility

Yes

Adjustment

Contacted Utility

Date

Utility

NATER, GENERAL

Industry

🚵 Water

Description

CASE DESCRIPTION

Sub-metering - Village Green mobile home park

More Case Details

CASE CODING

INTERNAL INFORMATION

Case: 123365

123365 **Case Created By** China Miles **Case Number** Type Appeal **Assigned To** 🥻 Rebecca Mcclaren Case Type Complaint **Legacy Assigned To Case Category** 👍 Disconnect **Referred To** Village Green Case Detail 1 🚵 SubMetering Referred Date 4/4/2018

Case Detail 2

Hot Case Type Disconnect

Referred By

Draft Emails

Subject	Regardi n g	Modified On	То	
Complaint Receipt Acknowledgement - Case 1	/ 123365	4/4/2018 4:12 P		Normal
Case has been closed	123365	4/24/2018 4:38		Normal
Appeal Receipt for Case 123365- William Davis	<u>بۇر</u> 123365	5/2/2018 2:42 P		Normal

mplaint Activity Subject	From	Description	.at€
Analyst - China		Complaint	4/2/2018
Analyst - Rebecca McClaren		I spoke with Linda Myers Davis and she advised she and	4/3/2018 1
Analyst - Rebecca McClaren		Spoke with Ms. Davis again and asked her to send a cop	4/3/2018
Email - Message from "RNP002673F	scanner@urc.in	Letter from the City of Mishawaka to Heather Moots (pr	4/3/2018
Analyst - Rebecca McClaren		customer sent fax with leases and payment history	4/4/2018
Analyst - Rebecca McClaren		I spoke with Ms. Myers and informed her that I received	4/4/2018
Analyst - Rebecca McClaren		I spoke with Andrea at ABT water management and stat	4/4/2018
Analyst - Rebecca McClaren		I spoke with Heather Moots at Village Green and inform	4/4/2018
Email - New Case 123365 CRM:0125	Rebecca Mcclar	emailed complaint to ABT Water and mobile home man	4/4/2018
Email - Re: New Case 123365 CRM:0	Billing ABT Water	utility bills from ABT Water	4/4/2018
Email - RE: New Case 123365 CRM:0	Heather Moots	lease from Village Green	4/19/2018
Analyst - Rebecca McClaren		On April 5, Had a conference call with staff including an	4/24/2018 1
Analyst - Rebecca McClaren		Bill analysis shows what Village Green could have charg	4/24/2018 1
Analyst - Rebecca McClaren		fax from customer received 4/4/18	4/24/2018

1 - 28 of 28 (0 selected)

Analyst - Rebecca McClaren		I spoke with Linda Meyers and advised that I will be em	4/24/2018
Analyst - Rebecca McClaren		certified letter mailed to customer	4/24/2018
Analyst - Rebecca McClaren		certified letter mailed to Village Green	4/24/2018
Analyst - Rebecca McClaren		certified letter mailed to ABT Water Management	4/24/2018
Analyst - Rebecca M		email to Village Green and return receipt	4/24/2018
Email - Return receipt	MAILER-DAEM	return receipt from customer	4/25/2018
Email - IURC Consumer Affairs Divisi	Rebecca Mcclar	determination emailed to customer on 4/24/18. Email w	4/30/2018 1
Analyst - Rebecca McClaren		Village Green Rules and Regulations - additional docum	5/2/2018 1
Analyst - Rebecca McClaren		Email notification to Village Green is on case 123496. Pl	5/4/2018
Email - Notification of Director Revie	Rebecca Mcclar	email notification to customer of appeal by Village Green	5/4/2018
Staff - Kenya McMillin		I spoke to Linda Myers who handles the affairs of Mr. W	6/20/2018
Email - Message from "RNP002673F	scanner@urc.in	China mailed the Director Review to the customer on be	8/1/2018
Analyst - China		Utility filed an appeal to the full Commission.	8/21/2018
Staff - Kenya McMillin		All non case specific info related to the Director Review	8/27/2018

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Analyst - China	Complaint	Case Comment	4/2/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR
Analyst - Rebecca McClaren	I spoke with Linda Myers Davis and she advised she and Mr. Davis were married, and she paid the down payment on the home. I informed her that we received her information from the governors office and she has a complaint filed because she has paid her water and sewer but the service is scheduled to be disconnected. I provided my contact information and her appeal rights Once the Commission's Consumer Affairs Division has researched your complaint, we will issue a determination. If you should disagree with our decision regarding your complaint, you will have seven (7) days to appeal it to the Consumer Affairs Division Director. If you'd like additional information regarding the appeals process, please visit our website at: www.in.gov/legislative/iac/title170.html. I informed her that appeal information can be found under article 16, sections 5 and 6. I asked the customer if she could send me her billing and payments, and she stated she paid online but could print it out and fax it to me. I asked her to send it within 14 days.	Case Comment	4/3/2018	

Analyst - Rebecca McClaren	Spoke with Ms. Davis again and asked her to send a copy of the lease when she sends the payment history. She stated she would send it all tonight or tomorrow.	Case Comment	4/3/2018	
Email - Message from "RNP00267 3F55954"	Letter from the City of Mishawaka to Heather Moots (property manager) dated 3/8/18. Letter advises that Mishawaka Utilities had not received any payments since July 2017, and service would be disconnected unless all outstanding water, sewer, and trash charges were paid by 4/12/18. Letter also advises that the health department could require residents to vacate homes without water.	Case Comment	4/3/2018	
Analyst - Rebecca	customer sent fax with leases and payment history	Case Comment	4/4/2018	
Analyst - Rebecca McClaren	I spoke with Ms. Myers and informed her that I received the fax. She stated that they were facing eviction on April 12. I stated that I understand the sense of urgency and am working on the complaint from her as well as anyone else in the community we received one from. She stated that someone needs to investigate the property for embezzlement. I advised that I can look at the sub metering and see what she was billed and what and how she should have been billed, and that other agencies are looking at other aspects.	Case Comment	4/4/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR OD/iurc_caseco mment/Analyst %20- %20Rebecca%2 OMcClaren_B4D 689B13E38E811 81FA1458D04E1 B18/123365_Cu

Analyst -Rebecca McClaren I spoke with Andrea at ABT water management and stated that I have Case Comment 4/4/2018 5 tenants in Village green who filed complaints for their submetered water. She stated that there was a rate increase and she thinks that might be the cause. I asked her to send me the customer bills and the master bills for the residents. Andrea confirmed that ABT has been billing residents since August for the utilities. I asked for the bills from August to present. I stated I could email the complaints to her and she could reply with the bills. She also stated that ABT works with Heather Moots at Village Green and provided her email address and phone number. Andrea informed me that she could send me the resident bills but the mobile home park would have to provide the master bills and that ABT only gets the bills when they are trying to figure out rates. I stated that I would email her the complaints today.

I spoke with Heather Moots at Village Green and informed her that Case Comment	4/4/2018
the IURC has received complaints from 5 of the tenants in the mobile	
home park. Ms. Moots informed me that Mishawaka had a rate	
increase in January. I informed her that I spoke with ABT, and they will	
send me the customer's bills but I need the master bills from her. I	
confirmed that they started sub metering in August, and asked her to	
send me all of the corresponding master meter bills from August to	
present. I confirmed her email address and she also asked me to copy	
the owner Marissa Wellner on the email and provided that	
information. I stated that I will try to get the complaints over to her by	
EOB today.	

Analyst -Rebecca McClaren

	emailed complaint to ABT Water and mobile home management	Case Comment	4/4/2018	
Case Email - Re: New Case 123365	utility bills from ABT Water	Case Comment	4/4/2018	
Email - RE:	lease from Village Green	Case Comment	4/19/2018	NOTES OF THE SECTION
New Case				
123365				

Analyst -Rebecca McClaren On April 5, Had a conference call with staff including an attorney from Case Comment 4/24/2018

General Counsel and Marissa Welner, co-owner of Village Green. Ms. Welner advised that she had spoken with the IURC about 3-4 weeks ago about Mishawaka Utilities and filed an online complaint # 123135. I reviewed the complaint and Ms. Welner stated the electric service to the clubhouse, maintenance garage and several homes had been disconnected on Feb. 26, 2017 by Mishawaka Utilities. Ms. Welner stated that beginning in 2016, there were dramatic swings in Village Green's water bills, and there were inconsistencies with the electric charges. She stated that the utility replaced the master meter and revamped their billing system and the property did not receive utility bills for several months and then received several months of billing statements at once. She stated that a payment plan was discussed and memorialized in email; however, the general manager of the utility threatened to disconnect service. She stated that although Village Green made payments, the utility applied payments to the "accounts of their choosing". On our phone conversation, I clarified that Ms. Welner meant the different services- water/sewer/trash/electric, not an account for another customer. She stated that when Village Green's counsel reviewed accounting ledgers, they found billing discrepancies. Due to the fact the Commission doesn't have authority over Mishawaka Utilities, who has withdrawn from the Commission's jurisdiction, the complaint was forwarded to the OUCC to address.

Ms. Welner also advised she had received a communication from the OUCC. Ms. Welner advised that she was in settlement negotiations with the utility and those were confidential and would not provide any

Analyst - Rebecca McClaren	Bill analysis shows what Village Green could have charged customers provided they were in compliance with IC 8-1-2-1.2, 170 IAC 15-2-2, and 170 IAC 15-2-3. Customer was over charged by \$26.80 had the billing statements been in compliance.	Case Comment	4/24/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR OD/iurc_caseco mment/Analyst %20- %20Rebecca%2 OMcClaren_668 1ACCED547E811 81241458D04EA BA0/123365_CA D_Calculations_ 041718.xlsx
Analyst - Rebecca McClaren	fax from customer received 4/4/18	Case Comment	4/24/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR OD/iurc_caseco mment/Analyst %20- %20Rebecca%2 OMcClaren_017 34F9DF247E811 81241458D04EA BA0/123365_Cu stomer_Fax_040 418.pdf
Analyst - Rebecca McClaren	I spoke with Linda Meyers and advised that I will be emailing the determination to her today and that I also sent it certified mail with today's mail.	Case Comment	4/24/2018	

Analyst - Rebecca McClaren	certified letter mailed to customer	Case Comment	4/24/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR OD/iurc_caseco
Analyst - Rebecca McClaren	certified letter mailed to Village Green	Case Comment	4/24/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR OD/iurc caseco
Analyst - Rebecca McClaren	certified letter mailed to ABT Water Management	Case Comment	4/24/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR OD/iurc_caseco
Analyst - Rebecca M	email to Village Green and return receipt	Case Comment	4/24/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR
Email - Return	return receipt from customer	Case Comment	4/25/2018	initiation to the contraction of the second contraction of the second contraction of the second contraction of
Email - IURC Consumer Affairs	determination emailed to customer on 4/24/18. Email was not sent through CRM so that a delivery receipt could be attached	Case Comment	4/30/2018	
Analyst - Rebecca McClaren	Village Green Rules and Regulations - additional documentation that does not change the determination made in this complaint.	Case Comment	5/2/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR OD/iurc caseco
Analyst - Rebecca McClaren	Email notification to Village Green is on case 123496. Please see all correspondence on case 123496.	Case Comment	5/4/2018	
Email - Notification of Director Review -	email notification to customer of appeal by Village Green	Case Comment	5/4/2018	

Staff - Kenya McMillin	I spoke to Linda Myers who handles the affairs of Mr. William Davis and advised that I am working on the appeal. I told her that I requested a legal analysis and once received, will send out determination soon.	Case Comment	6/20/2018	
	She said they are billing again and have raised the rates. She was told that the utility's rates have increased. I advised that she can file a complaint if she believes Village Green is over billing her.			
	This appeal also concerns complaints 123364, 123367, 123394, 123366, and 123496.			
Email - Message	China mailed the Director Review to the customer on behalf of Kenya.	Case Comment	8/1/2018	
Analyst - China	Utility filed an appeal to the full Commission.	Case Comment	8/21/2018	https://ingov.sh arepoint.com/sit es/iurcapps/PR
Staff - Kenya McMillin	All non case specific info related to the Director Review is documented on complaint 123394.	Case Comment	8/27/2018	and the second

VILLAGE GREEN 1434 Fallcreek Drive Mishawaka, IN 46544 Office: 574.256.0949

Fax: 574.255.7233

THIS AGREEMENT is made this <u>9th</u> day of <u>November</u> 20<u>15</u> by and between <u>VILLAGE GREEN MISHAWAKA HOLDINGS</u>, <u>LLC</u>, doing business as <u>VILLAGE GREEN</u> 1434 Fallcreek Dr. Mishawaka, IN 46544, by its authorized agent ("Owner/Manger") <u>Linda Myers and William Davis</u> ("Resident")

WITNESSETH

WHERAS, OWNER/MANAGER in consideration of this Agreement and pursuant to the Rules and Regulations incorporated herein by reference, hereby leases a certain manufacture home lot which lot is situated upon said real estate located in St. Joseph County, State of Indiana, (hereinafter, the Lot).

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other good and valuable consideration, the receipt of which is hereby accepted, the parties agree as follows:

1. OCCUPANCY: Only the following individuals may occupy the premises with the Lessee's, and should any other persons

Name	Birthdate	Relationship	

2. The OWNER/MANAGER leases to the RESIDENT, and the RESIDENT leases from the OWNER/MANAGER:
Lot # 200 commonly known as: 1468 Candlewood Lane, Mishawaka, IN, 46544

occupy said premises, it shall be considered a material default of this Lease.

- RENT: RESIDENT agrees to pay to the OWNER/MANAGER upon the execution of This Agreement and on or before the <u>1st</u> day of each succeeding month the sum of \$377.00. which payments shall be the monthly rental payment due and payable in advance. such payments shall be made at the office of the OWNER/MANAGER at 1434 Fallcreek Dr. Mishawaka, IN 46544 or at such other place that may be designated from time to time by the OWNER/MANAGER.
- 3. LATE CHARGE: RESIDENT shall pay a late charge in the amount of \$30.00 per month for any payment received more than five (5) days after any due date. Which the due date is on the 1st of each month. Each month will be charged separately. Any check that does not clear the bank it is drawn on will be treated as a late payment and an additional \$25.00 "return check fee" will apply. Thereafter, the RESIDENT must make rental payments by money order, cashier's check or certified check for a period of six (6) months. At the expiration of the six (6) month period, if the RESIDENT has paid all rent and other charges on a timely basic during that period, management will once again accept the payment of rent by personal check. If RESIDENT writs two (2) "returned checks", management will no longer accept personal checks for rental payments.
 - OWNER/MANAGER shall apply rental payment to the sums due under this Agreement in the following order: costs, fees, damages, late charges and finally, to monthly rental payments. RESIDENT shall receive thirty (30) days advance notice of all proposed rent increases. No RESIDENT shall be subject to a rental increase more than one timer per year. However, OWNER/MANAGER shall have the right to pass through to RESIDENT without notice at the same percentage rate increase received by OWNER/MANGER all unforeseen or unpredictable increase expenses directly related to the operation of the community which expenses shall include but not be limited to water, sewage, electric, waste removal, state or local assessments, and real estate taxes, as additional rent.
- 4. SECURITY DEPOSIT: RESIDENT shall pay \$377.00, as a security deposit against damage and to secure the performance of the terms, conditions, and covenants of this Agreement. If at any time during the term, RESIDENT should fail to discharge the obligations under this Agreement, then OWNER/MANAGER may appropriate and apply any portion of the security deposit to indemnify OWNER/MANAGER from any damage caused by RESIDENT'S breach of the terms and conditions of this Agreement, including but not limited to payment of rent, late fees, charges, and sewer and water charges.

 OWNER/MANAGER reserves all other remedies provided for by law. An essential element in OWNER/MANAGER'S duty to return the security deposit to RESIDENT is that RESIDENT supplies OWNER/MANAGER with a mailing address, for RESIDENT, to be used after termination of RESIDENT'S occupancy of the Lot. RESIDENT may supply an address, if one is available now, other than the address of the Lot, after the signature; however, RESIDENT may change said address by notifying OWNER/MANAGER. OWNER/MANAGER is not required to return any of the security deposit until RESIDNT supplies a mailing address for RESIDENT.

- 5. TERMAINATION OF LEASE: This agreement may be terminated as follows:
 - A. The RESIDENT may terminate this Agreement by giving OWNER/MANAGER thirty (30) days written notice prior to the time of the RESIDENT'S departure.
 - B. The OWNER/MANAGER may terminate this Agreement by giving RESIDENT thirty (30) days written notice.
 - C. If the RESIDENT shall not depart the premises after thirty (30) days written notice, RESIDENT shall be deemed to be holding over against the OWNER/MANAGER and the RESIDNET shall be liable for all legal costs, expense, including Attorney fees occasioned by RESIDENT'S refusal to depart. Upon removal of the RESIDNET'S manufacture home from the Lot, any times left on the Lot after 30 days, become the property of the OWNER/MANAGER.
- 6. **POSSESSION UPON NON-PAYMENT:** If RESIDENT fails to make any rent or utility payment within ten (10) days of the due date, or fails to perform any of the obligations hereunder, including the faithful observance of the rules and regulations of the manufactured home community, OWNER/MANGER may, at its option, terminate the Agreement, and without notice or demand, take possession of said Lot and remove RESIDENT and any property and affects there from.
- 7. REPAIRS, MAINTENANCE AND IMPOROVEMENT: RESIDENT shall keep the manufactured home on said Lot in good order and repairs maintain the yard and keep the Lot clean. RESIDENT shall use the Lot for residential use only. RESIDENT shall not commit, or allow to be committed any waste or nuisance on the Lot or use the Lot for any unlawful purpose. RESIDENT shall not store junk or abandoned vehicles. RESIDENT shall not have any pets of any kind on the Lot without the approval of OWNER/MANAGER.
- 8. **EVENT OF DEFAULT:** Any of the following shall be deemed an Event of Default:
 - A. The failure to pay any rent, fees, charges or any sums related to the Lot when the same becomes due and the failure continues for five (5) days.
 - B. RESIDENT'S failure to perform or observe any other covenant, term or condition of this Agreement or the Rules and Regulations to be performed or observed by RESIDENT and if curable, the failure continues for fifteen (15) days after notice thereof is given to RESIDENT.
 - C. Abandonment of the Lot.
 - D. The filing or execution or occurrence of:
 - 1. An involuntary petition in bankruptcy against RESIDENT and the failure of REISDENT, in good faith, to promptly commence and diligently pursue action to dismiss the petition;
 - 2. A petition against RESIDENT making a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, and then failure of RESIDENT in good faith to promptly commence and diligently pursue action to dismiss the petition;
 - 3. A general assignment for the benefit of creditors by RESIDENT.
 - E. RESIDENT'S violating any law or disorderly conduct
 - F. OWNER/MANAGER fails to observe any obligation imposed upon OWNER/MANAGER by this Agreement for thirty (30) days after RESIDENT has given OWNER/MANAGER notice of the nature of OWNER/MANGER'S failure.
- 9. OWNER/MANAGER'S REMEDIES: Upon the occurrence of the Event of Default, OWNER/MANAGER may, at its option, in addition to any other remedy or right it has hereunder or by law, re-enter Lot, without demand or notice, and resume possession by an action in law or equity or by reasonable force or otherwise and without being liable in trespass or for any damages and without terminating this Agreement. OWNER/MANGER may remove all persons and property from the Lot and such property may be removed and stored at the cost of the RESIDENT.
- 10. ATTORNEY FEES: It is agreed and understood that in the event OWNER/MANAGER becomes involved in any litigation growing out of or in connection with this Agreement and RESIDENT'S use of the Lot, RESIDENT shall pay all the costs and attorney fees incurred by or imposed upon OWNER/MANAGER in connection with such litigation. Further, the RESIDENT shall pay any and all reasonable costs and attorney fees incurred by OWNER/MANAGER'S enforcement of this Agreement whether or not legal action is instituted.
- 11. **ASSIGNMENT OF AGREEMENT: RESIDENT** shall not assign or sub-rent any interest in this agreement or the Lot without the written approval of OWNER/MANAGER.
- 12. WAIVER: No acts, omissions, waivers or acquiescence as to any of the covenants, terms or conditions of this Agreement shall be deemed or construed as a waiver of OWNER/MANAGER'S rights herein, and said rights shall include the right at all times in the future to insist upon the full and complete performance by RESIDENT of each and all of the covenants and agreements to be performed by RESIDENT.
- 13. RULES AND REGULATIONS: the RESIDENT, his family, guests, agents, and the like shall comply with all rules and regulations established by the OWNER/MANAGER which is attached hereto and made a part hereof as if set forth herein. Failure to comply with any of the rules and regulations set forth therein shall constitute a breach of this Agreement and may result in the termination of this Agreement.
- 14. JOINT AND SEVERAL LIABLITY: Should more than one person execute this Agreement as RESIDENT, all such persons shall be jointly and severally liable for all the terms, conditions, covenants, and provisions contained herein; provided, however, that any act or signature of one or more of the persons executing this Agreement as RESIDENT, and any notice or refund

given to or served on one of the persons executing this Agreement as RESIDENT shall be fully binding on all such persons. This Agreement shall extend to and be binding upon the heirs, personal representatives and successors of the parties hereto.

- 15. GOVERNING LAW: This Agreement shall be constructed under and in accordance with the laws of the State of Indiana.
- 16. **DAMAGES: RESIDENT** assumes all risk and responsibility for injury or damage to person or property arising from RESIDENT'S use and control of the Lot and RESIDENT agrees to hold OWNER/MANAGER harmless and indemnify OWNER/MANAGER from any suck liability, including costs and attorney fees.
- 17. **GENERAL AGREEMENT OF THE PARTIES:** The RESIDENT is required to abide by all Federal, State, County and Local Laws and ordinances. All RESIDENTS are further obligated to comply with and abide by the State Board of Health Rules and Regulations.
- 18. **SUBORDINATION:** This Agreement is subject and subordinate at all times to the lien of existing mortgages upon the Lot, together with any renewals or extensions thereof, as may have been, or may hereafter be, granted by OWNER/MANAGER. Although no instrument or act on the part of RESIDENT shall be necessary to effectuate such subordination, RESIDENT, shall, nonetheless, execute and deliver such further instruments subordinating this Agreement to the lien of any such mortgage, as may be desired or requested by a mortgagee of OWNER/MANAGER. RESIDENT hereby irrevocably appoints OWNER/MANAGER as RESIDENT'S attorney-in-fact, for the limited purposed of executing and delivering any such subordination instrument for and on the behalf of RESIDENT.
- 19. RIGHT OF FIRST REFUSAL: The Residents have the right to sell their Manufactured Home while such home is located in the Manufactured Home Community in accordance with the terms of this Lease and the rules and regulations established from time to time by Management; provided, however, the Residents shall give Management the first right of refusal to purchase the Residents' Manufactured Home as provided in this Lease Agreement and the Rules and Regulations. The Residents understand that they are giving this right of first refusal to Management in consideration of Management entering into this Lease Agreement at the rent rate set forth in this Lease Agreement and upon the other provisions of this Lease Agreement. Any purchase agreement entered into by the Residents must disclose to the prospective purchaser the existence of Management's rights under this paragraph. Upon receipt of a fully executed purchase agreement for the sale of the Residents' Manufactured Home (the "Purchase Agreement"), the Residents must give Management written notice of the Purchase Agreement with a copy of the Purchase Agreement attached (the "Notice"). Management shall have ten (10) days following its receipt of the Notice (the "Option Period") to elect to purchase the Residents' Manufactured Home upon the same terms and conditions set forth in the Purchase Agreement. Management's election to purchase the Manufactured Home shall be made by written notice thereof to the Residents prior to the expiration of the Option Period. In the event Management does not elect to purchase the Residents' Manufactured Home, the Residents are permitted to sell the Manufactured Home provided the sale is consummated in strict accordance with the Purchase Agreement (including the closing date set forth in the Purchase Agreement) and the sale occurs within 90 days after the expiration of the Option Period. If the sale of the Manufactured Home by the Residents does not timely occur, then Management's right of first refusal shall reapply to any further sale of the Residents' Manufactured Home. Management may seek injunctive relief to enforce this provision if the Residents fail to strictly comply and any purchase agreement or sale entered into violation of this provision shall be null, void and of no force or effect.

IN WITNESS WHEREOF, the parties hereto have set their hands in duplicate, each of which shall be deemed an original the day and year first above written.

VILLAGE GREEN MISHAWAKA HOLDINGS, LLC

Owner/Owner Agent

Resident

Recident

Address:

1468 Candlewood Lane

Mishawaka, IN 46544



6/29/2017

Linda Myers, William Davis 1468 Candlewood Lane Mishawaka, IN 46544

Re: Amendments to Community Guidelines

Dear: Valued Resident

Community Management is pleased to have you as a resident of our community.

Please be advised that the Community Guidelines have been revised. The revised Guidelines become effective August 1, 2017. A copy of the new Community Guidelines are enclosed with this correspondence. These Guidelines have been created to provide our residents with a written statement of our community standards and procedures. Please be sure to read these Guidelines carefully and please contact the Community Office if you have any questions regarding the meaning and/or interpretation of any provision.

Please be further advised that all residents of the Community will be obligated to pay for water and sewer service based on metered usage pursuant to the water meter disclosure rates contained in the revised Guidelines. After August 1, 2017, you will receive invoices based on metered usage for water and sewer service at your home. The first invoice for water and sewer charges will be due on October 1, 2017 for a service period of August 15, 2017 through September 15, 2017 and will continue on a monthly basis thereafter. All residents will be required to pay these charges with their monthly rental obligation. The charges for water and sewer service may be collected as additional rent.

If you have any questions or concerns, please feel free to contact the community office at the number listed below. Thank you for your attention to this matter. We truly appreciate your continued residency at our community.

Sincerely,

Village Green Manufactured Home Community 574-256-0949



Village Green Manufactured Home Community 1434 Fallcreek Dr. Mishawaka, IN 46544 (574) 256-0949

Pay this amount before \$41.29 3/5/2018

Pay this amount AFTER \$41.29 3/5/2018

Account # 2005087

Security Code 2005087JVMN1U1

62154142

Village Green Manufactured Home Community is an agent for Village Green MHC

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544 Service Address 1468 Candlewood Ln Mishawaka, IN 46544

Service Period From:1/16/2018 **To:**2/15/2018 = 31 Days

Invoice #

Description	<u>Rate</u>	Read Date 1 -	Reading	Read Date 2 -	Reading	Multiplier	<u>Usage</u>
Sewer	0.00178	1/15/2018	4,913.00	2/15/2018	5,721.00	10.00	8,080.00
Water	0.00154	1/15/2018	4,913.00	2/15/2018	5,721.00	10.00	8,080.00
Description	-againgture and the territories reconsists from any against and an extension reconsists that the second	Amount	Descriptio	n	······································	NE 14 DE 1 TANDO TRA TRA 1000 A TRADUÇÃO ETIPATORO (CONTRATOR CONTRATOR CONT	Amount
Water	and the second s	\$12.44					***************************************
Wastewater		\$14.38					
Water Sales Tax		\$0.87					
Water Base Fee		\$0.42					
Wastewater Base Fee		\$9.18					
Administration Fee		\$4.00					
Previous Balance		\$38.91					
Other Adjustments		(\$38.91)					

Allocation Units: SqFt = 0.0 Occupants = 1

For Questions Please Call (574) 256-0949

If a CREDIT balance could be incorrect, please call our office

Total

\$41.29

Please allow 4 or 5 days for the Post Office to deliver your payment. Failure to receive a bill does not void your obligation for payment. Past due balances are due immediately! Have a great day!

Please fold, tear here and return the bottom portion with your payment. Thank you. (574) 256-0949

Parentheses indicates a CREDIT balance

Pay this amou	ınt before
_	20.0.0
\$41.29	3/5/2018
Pay this amou	int AFTER
\$41.29	3/5/2018
Account #	2005087
Security Code	2005087JVMN1U1
Invoice #	62154142
Bill Date	2/16/2018

Village Green MHC 1468 Candlewood Ln Mishawaka, IN 46544

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544

00200508700004129000041294

AMOUNT ENCLOSED

Remit To:



1434 Fallcreek Dr. Mishawaka, IN 46544

Village Green Manufactured Home Community

(574) 256-0949

Pay this amount before \$35.23 4/5/2018 Pay this amount **AFTER** \$35.23 4/5/2018

2005087

62924551

2005087JVMN1U1

Village Green Manufactured Home Community is an agent for Village Green MHC

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544

Service Address 1468 Candlewood Ln Mishawaka, IN 46544

Service Period From: 2/16/2018 To: 3/15/2018 = 28 Days

Account #

Invoice #

Security Code

Description	<u>Rate</u>	Read Date 1 -	Reading	Read Date 2 -	Reading	<u>Multiplier</u>	<u>Usage</u>
Sewer	0.00178	2/15/2018	5,721.00	3/15/2018	6,352.00	10.00	6,310.00
Water	0.00154	2/15/2018	5,721.00	3/15/2018	6,352.00	10.00	6,310.00
Description		Amount	Descriptio	n	***************************************	***************************************	Amount
Water	\$9.72		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
Wastewater	\$11.23						
Water Sales Tax	\$0.68						
Water Base Fee	000 400 4-40	\$0.42					
Wastewater Base Fee		\$9.18					
Administration Fee	\$4.00						
Previous Balance	\$41.29						
Other Adjustments	(\$41.29)						

Allocation Units: SqFt = 0.0 Occupants = 1

For Questions Please Call (574) 256-0949

If a CREDIT balance could be incorrect, please call our office

Total

Please allow 4 or 5 days for the Post Office to deliver your payment. Failure to receive a bill does not void your obligation for payment. Past due balances are due immediately! Have a great day!

> Please fold, tear here and return the bottom portion with your payment. Thank you. (574) 256-0949

Parentheses indicates a CREDIT balance

Pay this amou	ınt before
\$35.23	4/5/2018
Pay this amou	ınt AFTER
\$35.23	4/5/2018
Account #	2005087
Security Code	2005087JVMN1U1
Invoice #	62924551
Bill Date	3/15/2018

Village Green MHC 1468 Candlewood Ln Mishawaka, IN 46544

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544

00200508700003523000035234

AMOUNT ENCLOSED

Remit To:



Village Green Manufactured Home Community 1434 Fallcreek Dr. Mishawaka, IN 46544 (574) 256-0949

Pay this amount before \$20.51 10/5/2017

Pay this amount AFTER \$20.72 10/5/2017

Account # 2005087

Security Code 2005087JVMN1U1

53565693

Village Green Manufactured Home Community is an agent for Village Green MHC

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544 Service Address 1468 Candlewood Ln Mishawaka, IN 46544

Service Period From:8/16/2017 **To:**9/15/2017 = 31 Days

Invoice #

Description	<u>Rate</u>	Read Date 1 -	Reading	Read Date 2 -	Reading	<u>Multiplier</u>	<u>Usage</u>
Sewer	0.00178	8/15/2017	3,252.00	9/15/2017	3,440.00	10.00	1,880.00
Water	0.00154	8/15/2017	3,252.00	9/15/2017	3,440.00	10.00	1,880.00
Description		Amount	Descriptio	n			Amount
Water		\$2.90					
Wastewater		\$3.35					
Water Sales Tax	\$0.20						
Water Base Fee		\$0.42					
Wastewater Base Fee		\$9.18					
Administration Fee		\$4.00					
Fire Protection		\$0.46					
· · · · · · · · · · · · · · · · · · ·	-,-,						

Allocation Units: SqFt = 0.0 Occupants = 1

For Questions Please Call (574) 256-0949

If a CREDIT balance could be incorrect, please call our office

Total

\$20.51

Please allow 4 or 5 days for the Post Office to deliver your payment. Failure to receive a bill does not void your obligation for payment. Past due balances are due immediately! Have a great day!

Please fold, tear here and return the bottom portion with your payment. Thank you. (574) 256-0949

Parentheses indicates a CREDIT balance

Pay this amou	unt before
\$20.51	10/5/2017
Pay this amou	unt AFTER
\$20.72	10/5/2017
Account #	2005087
Security Code	2005087JVMN1U1
Invoice #	53565693
Bill Date	9/15/2017

Village Green MHC 1468 Candlewood Ln Mishawaka, IN 46544

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544

00200508700002051000020726

AMOUNT ENCLOSED

Remit To:



Village Green Manufactured Home Community 1434 Fallcreek Dr. Mishawaka, IN 46544 (574) 256-0949

Pay this amount before \$21.17 12/5/2017

Pay this amount AFTER \$21.38 12/5/2017

Account # 2005087

Security Code 2005087JVMN1U1

Invoice # 59735854

Village Green Manufactured Home Community is an agent for Village Green MHC

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544 Service Address 1468 Candlewood Ln Mishawaka, IN 46544

Service Period From:10/16/2017 To:11/14/2017 = 30 Days

<u>Description</u>	<u>Rate</u>	Read Date 1 -	<u>Reading</u>	Read Date 2 -	Reading	<u>Multiplier</u>	<u>Usage</u>
Sewer	0.00178	10/15/2017	3,667.00	11/14/2017	3,888.00	10.00	2,210.00
Water	0.00154	10/15/2017	3,667.00	11/14/2017	3,888.00	10.00	2,210.00
Description		Amount	Descriptio	n			Amount
Water		\$3.40					
Wastewater	\$3.93						
Water Sales Tax		\$0.24					
Water Base Fee		\$0.42					
Wastewater Base Fee	ngang mananan 1900 1900 1900 1900 1900 1900 1900 190	\$9.18					
Administration Fee	\$4.00						
Previous Balance	\$21.85						
Other Adjustments	######################################	(\$21.85)					

Allocation Units: SqFt = 0.0 Occupants = 1

For Questions Please Call (574) 256-0949

If a CREDIT balance could be incorrect, please call our office

Total

\$21.17

Please allow 4 or 5 days for the Post Office to deliver your payment. Failure to receive a bill does not void your obligation for payment. Past due balances are due immediately! Have a great day!

Please fold, tear here and return the bottom portion with your payment. Thank you. (574) 256-0949

Parentheses indicates a CREDIT balance

Pay this amou	ınt before
\$21.17	12/5/2017
Pay this amou	int AFTER
\$21.38	12/5/2017
Account #	2005087
Security Code	2005087JVMN1U1
Invoice #	59735854

11/15/2017

Bill Date

Village Green MHC 1468 Candlewood Ln Mishawaka, IN 46544

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544

AMOUNT ENCLOSED

00200508700002117000021384

Remit To:



Village Green Manufactured Home Community is an agent for Village Green MHC

William Davis Linda Myers

1468 Candlewood Ln

Mishawaka, IN 46544

Village Green Manufactured Home Community 1434 Fallcreek Dr. Mishawaka, IN 46544

(574) 256-0949

Pay this amount \$21.85

before 11/10/2017

Pay this amount

AFTER

\$22.07

11/10/2017

Account #

2005087

Security Code

2005087JVMN1U1

Invoice #

58915347

Service Period From: 9/16/2017 To: 10/15/2017

Service Address

1468 Candlewood Ln

Mishawaka, IN 46544

= 30 Days

Description	Rate	Read Date 1 -	Reading	Read Date 2 -	<u>Reading</u>	<u>Multiplier</u>	<u>Usage</u>
Sewer	0.00178	9/15/2017	3,440.00	10/15/2017	3,667.00	10.00	2,270.00
Water	0.00154	9/15/2017	3,440.00	10/15/2017	3,667.00	10.00	2,270.00
Description		Amount	Description	n	***************************************	V 2004-711 W 1000 Marsac my	Amount
Water	\$3.50						
Wastewater		\$4.04					
Water Sales Tax		\$0.25					
Water Base Fee		\$0.42					
Wastewater Base Fee		\$9.18					
Administration Fee		\$4.00					
Fire Protection	\$0.46						
Previous Balance	\$20.51						
Other Adjustments	(\$20.51)						

Allocation Units: SqFt = 0.0 Occupants = 1

For Questions Please Call (574) 256-0949

If a CREDIT balance could be incorrect, please call our office

Total

\$21.85

Please allow 4 or 5 days for the Post Office to deliver your payment. Failure to receive a bill does not void your obligation for payment. Past due balances are due immediately! Have a great day!

> Please fold, tear here and return the bottom portion with your payment. Thank you. (574) 256-0949

Parentheses indicates a CREDIT balance

Pay this amount before \$21.85 11/10/2017 Pay this amount **AFTER** \$22.07 11/10/2017 Account # 2005087 **Security Code** 2005087JVMN1U1 Invoice # 58915347

10/16/2017

Bill Date

Village Green MHC 1468 Candlewood Ln Mishawaka, IN 46544

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544

AMOUNT ENCLOSED

00200508700002185000022074

Remit To:



FORWARDING SERVICE REQUESTED Village Green Manufactured Home Community 1434 Fallcreek Dr. Mishawaka, IN 46544

(574) 256-0949

Pay this amount before \$21.17 12/5/2017

Pay this amount AFTER \$21.38 12/5/2017

Account # 2005087

Security Code 2005087JVMN1U1

Invoice # 59735854

Village Green Manufactured Home Community is an agent for Village Green MHC

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544 Service Address 1468 Candlewood Ln Mishawaka, IN 46544

Service Period From:10/16/2017 To:11/14/2017 = 30 Days

<u>Description</u>	<u>Rate</u>	Read Date 1 -	Reading	Read Date 2 -	Reading	<u>Multiplier</u>	<u>Usage</u>
Sewer	0.00178	10/15/2017	3,667.00	11/14/2017	3,888.00	10.00	2,210.00
Water	0.00154	10/15/201 7	3,667.00	11/14/2017	3,888.00	10.00	2,210.00
Description		Amount	Descriptio	n			Amoun
Water		\$3.40					
Wastewater	\$3.93						
Water Sales Tax		\$0.24					
Water Base Fee		\$0.42					
Wastewater Base Fee		\$9.18					
Administration Fee	\$4.00						
Previous Balance	\$21.85						
Other Adjustments		(\$21.85)		•			

Allocation Units: SqFt = 0.0 Occupants = 1

For Questions Please Call (574) 256-0949

If a CREDIT balance could be incorrect, please call our office

Total

\$21.17

Please allow 4 or 5 days for the Post Office to deliver your payment. Failure to receive a bill does not void your obligation for payment. Past due balances are due immediately! Have a great day!

Please fold, tear here and return the bottom portion with your payment. Thank you. (574) 256-0949

Parentheses indicates a CREDIT balance

ınt before
12/5/2017
int AFTER
12/5/2017
2005087
2005087JVMN1U1
59735854
11/15/2017

Village Green MHC 1468 Candlewood Ln Mishawaka, IN 46544

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544

00200508700002117000021384

AMOUNT ENCLOSED

Remit To:



Village Green Manufactured Home Community 1434 Fallcreek Dr. Mishawaka, IN 46544 (574) 256-0949

Pay this amount before \$23.44 1/5/2018

Pay this amount AFTER \$23.67 1/5/2018

Account # 2005087

Security Code 2005087JVMN1U1
Invoice # 60558011

Village Green Manufactured Home Community is an agent for Village Green MHC

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544 Service Address 1468 Candlewood Ln Mishawaka, IN 46544

Service Period From:11/15/2017 **To:**12/15/2017 = 31 Days

Description	Rate	Read Date 1 -	Reading	Read Date 2 -	Reading	<u>Multiplier</u>	<u>Usage</u>
Sewer	0.00178	11/14/2017	3,888.00	12/15/2017	4,175.00	10.00	2,870.00
Water	0.00154	11/14/2017	3,888.00	12/15/2017	4,175.00	10.00	2,870.00
Description		Amount	Description	n	999		Amount
Water		\$4.42					
Wastewater		\$5.11					
Water Sales Tax		\$0.31					
Water Base Fee		\$0.42					
Wastewater Base Fee	1,000 (1,000 to 2,000 to 1,000 to 1,00	\$9.18					
Administration Fee		\$4.00					
Previous Balance		\$21.17					
Other Adjustments		(\$21.17)					

Allocation Units: SqFt = 0.0 Occupants = 1

For Questions Please Call (574) 256-0949

If a CREDIT balance could be incorrect, please call our office

Total

\$23,44

Please allow 4 or 5 days for the Post Office to deliver your payment. Failure to receive a bill does not void your obligation for payment. Past due balances are due immediately! Have a great day!

Please fold, tear here and return the bottom portion with your payment. Thank you. (574) 256-0949

Parentheses indicates a CREDIT balance

Pay this amou	ınt before
\$23.44	1/5/2018
Pay this amou	int AFTER
\$23.67	1/5/2018
Account #	2005087
Security Code	2005087JVMN1U1
Invoice #	60558011
Bill Date	12/15/2017

Village Green MHC 1468 Candlewood Ln Mishawaka, IN 46544

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544 AMOUNT ENCLOSED

00200508700002344000023679

Remit To:



Village Green Manufactured Home Community is an agent for Village Green MHC

William Davis Linda Myers

1468 Candlewood Ln

Mishawaka, IN 46544

Village Green Manufactured Home Community 1434 Fallcreek Dr. Mishawaka, IN 46544

(574) 256-0949

Pay this amount before \$38.91 2/5/2018 Pay this amount **AFTER**

\$39.30

2/5/2018

Account #

2005087

Security Code

2005087JVMN1U1

Invoice #

61306870

Service Period From: 12/16/2017 To: 1/15/2018

Service Address

1468 Candlewood Ln

Mishawaka, IN 46544

= 31 Days

Description	<u>Rate</u>	Read Date 1 -	Reading	Read Date 2 -	Reading	<u>Multiplier</u>	<u>Usage</u>
Sewer	0.00178	12/15/2017	4,175.00	1/15/2018	4,913.00	10.00	7,380.00
Water	0.00154 12/15/2017		4,175.00	1/15/2018	4,913.00	10.00	7,380.00
Description		Amount	Descriptio	n			Amount
Water		\$11.37					
Wastewater	\$13.14						
Water Sales Tax	\$0.80						
Water Base Fee	\$0.42						
Wastewater Base Fee	lakki shadinih ni aasaa aa	\$9.18					
Administration Fee		\$4.00					
Previous Balance		\$23.44					
Other Adjustments		(\$23.44)					

Allocation Units: SqFt = 0.0 Occupants = 1

For Questions Please Call (574) 256-0949

If a CREDIT balance could be incorrect, please call our office

Total

\$38.91

Please allow 4 or 5 days for the Post Office to deliver your payment. Failure to receive a bill does not void your obligation for payment. Past due balances are due immediately! Have a great day!

> Please fold, tear here and return the bottom portion with your payment. Thank you. (574) 256-0949

Parentheses indicates a CREDIT balance

Pay this amou	ınt before
\$38.91	2/5/2018
Pay this amou	ınt AFTER
\$39.30	2/5/2018
Account #	2005087
Security Code	2005087JVMN1U1
Invoice #	61306870
Bill Date	1/15/2018

Village Green MHC 1468 Candlewood Ln Mishawaka, IN 46544

William Davis Linda Myers 1468 Candlewood Ln Mishawaka, IN 46544

AMOUNT ENCLOSED

00200508700003891000039302

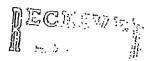
Remit To:

William G. Davis 1468 Candlewood Lane Mishawaka, IN 46544 (574) 383-5669 wgdavis46@aol.com

April 12, 2018

Governor Eric J. Holcomb Office of the Governor 200 W. Washington Street, Room 206 Indianapolis, IN 46204

Dear Governor Holcomb:



BY:____

HUNDREDS EVICTED IN MISHAWAKA!

That's the headline that could confront North Central Indiana residents this April 12. Through no fault of our own, the residents of The Village Green Manufactured Home Community face just such a threat.

The situation involves the nonpayment of water and waste collection charges by the community's management company to Mishawaka Utilities (See enclosed). Each month we residents are billed by the management company for these services. We pay our charges. Apparently our management company has not, and are in arrears somewhere in the area of \$300,000 to \$400,000.

Already our garbage collection has stopped with the potential of creating a public health hazard. Now, we have received letters from Mishawaka Utilities that the community's water will be shut off on April 12. That will create a situation in which they claim we will all be evicted.

Our community consists of retirees (many of whom are veterans), single parents, the disabled, welfare recipients and young, struggling families. Most of us live from paycheck to paycheck. Many of us have invested our life savings and meager incomes in our manufactured homes. We personally placed a \$15,000 down payment on ours. If we and our neighbors are forced out of our domiciles, the consequences could be bankruptcy, homelessness, illness and possibly even death.

We cannot repay what hasn't been paid by the community's management company. In good faith we have already paid it! Resolving that issue may involve litigation that could drag on for years. Obviously, we residents cannot wait that long. But we're sure the people here would be glad to pay Mishawaka Utilities directly if individually billed for our current and future water charges and garbage collection. The fault has not been ours, but in a management company whose motives are suspect.

Your constituents need help! We hope someone with your stature and political influence could play an important role in helping to resolve this situation. Preventing our pending catastrophe might pay significant political dividends in St. Joseph County. We do not have a home owners' association, so our efforts to rectify this own our own have been somewhat disjointed.

We hope this letter will encourage you to help us out and do what you can.

Sincerely,

William G. Davis & Linda L. Myers

Encl:



CITY OF MISHAWAKA

DAVID A. WOOD, MAYOR

DEPARTMENT OF LAW

March 8, 2018

Heather Moots
Village Green Manufactured Home Community
1434 Fallcreek Drive
Mishawaka, Indiana 46544

Re:

Pending Water Utility shutoff at Village Green Mobile Home Park

Dear Heather:

This letter is in response to your March 5 email inquiry (attached) regarding water shutoff. Mishawaka Utilities has received no payments from Village Green for any utilities since July, 2017. On April 12, 2018, if all outstanding water, sewer and trash charges as of that date are not paid, Mishawaka Utilities will shut off water service to Village Green. As of today's date, the total due for water and sewer is \$236,086.75.

I am writing this letter to provide extended notice to you and the residents of Village Green. Although we have the right to shut off water service immediately, we understand such action will be disruptive to residents. According to the St. Joseph County Health Department, homes without water service are declared uninhabitable, and residents are required to vacate.

Any residents who contact us with questions will be directed to contact the Village Green MHP office at 574-256-0949 regarding the status of payment. As you know, we have already shut off electric service to accounts in the name of Village Green due to nonpayment. Since trash service for the park has likewise not been paid since at least July, 2017, with a current balance due of \$73,250.00, trash service has been suspended. Be aware that failure to remove trash may result in code violations, for which the owner of the property is responsible. In addition to water, sewer and trash service, we have recently informed Village Green, through its attorney, Barbara Grant, that Village Green's current total balance due for electric service is \$44,954.32.

Village Green has been an integral part of our community for decades, and we hope that will continue. Village Green has been provided, through Ms. Grant, instructions to wire money for payment to avoid disconnection,

Sincerely.

Geoff Spiess

Corporation Counsel

Cc: Village Green MHP residents

Daniel Wainstein, Village Green Mishawka Holdings, LLC

Attorney Barbara Ann Grant

15-18-16-16-16-16-16-16-16-16-16-16-16-16-16-	- V 14-1 V-4-1						
Master Bill Date	Customer Bill Date	Water Charge (Master Bill)	Sales Tax (Master Bill)	Water Usage (Master Bill)	Water Rate	Customer Usage (Customer Bill)	Conversion Factor (if applicable) Customer Charge
8/1/2017		8515.36	581.76	707900	0.012850855		1
9/1/2017	9/15/2017	6139.6	415.46	499500	0.013123243	1880	7.5 3.28955964
10/2/2017	10/15/2017	4688.38	313.87	372200	0.013439683	2270	7.5 4.067744044
11/1/2017	11/14/2017	4471.78	298.71	353200	0.013506484	2210	7.5 3.979910495
12/1/2017	12/15/2017	6414.34	434.69	523600	0.013080653	2870	7.5 5.005529947
1/3/2018	1/15/2018	8601.79	584.52	575300	0.01596786	7380	7.5 15.71237448
2/1/2018	2/16/2018	11359.79	777.58	772300	0.015715875	8080	7.5 16.93123563
3/1/2018	3/16/2018	13168.59	904.19	901500	0.015610405	6310	7.5 13.13355397

SEWERGHARGES

laster Bill Date	Sewer Charge (Master Bill)	Sewer Usage (Master Bill)	Sewer Rate	Customer Usage	Conversion Factor (if applicable)	Customer Charge	Service Fee (Max \$4.00) T	otal
8/1/2017	13717.8	707900	0.01937816		1	0		0
9/1/2017	10616.81	499500	0.02125487	1880	7.5	5.327888635	4	12.61744827
10/2/2017	8722.59	372200	0.02343522	2270	7.5	7.093060828	4	15,16080487
11/1/2017	9420 97	353200	0.02389544	2210	7.5	7.041190147	4	15.02110064
12/1/2017	10975.42	523600	0.02096146	2870	7.5	8.021251693	4	17.02678164
	12155.49	575300	0.02112896	7380	7.5	20.79089546	4	40.50326995
1/3/2018	12102:23	772300	0.0196625	8080	7.5	21.18306841	4	42.11430404
2/1/2018	17172.45	901500	0.01904875	6310	7.5	16.02635008	4	33.15990406
3/1/2018			#DIV/0!		1	#DIV/0!		175.6036135

BILLING COMPARISON

Master Bill Date	Customer Water Charge on Bill	Customer Sewer Charge on Bill		Total for Regulated Charges
8/1/2017				O
9/1/2017	3.98	12.53	4	20.51
10/2/2017	4.63	13.22	4	21.85
11/1/2017	4.06	13.11	4	21.17
	5.15	14.29	4	23.44
12/1/2017	12.59	22.32	4	38.91
1/3/2018	13.73	23.56	4	41.29
2/1/2018	10.82	20.41	4	35.23
3/1/2018				202.4

26 A464