

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

APPEAL BY VILLAGE GREEN OF THE	)	
CONSUMER AFFAIRS DECISION IN	)	
COMPLAINTS 123364, 123365, 123367 AND	)	CAUSE NO. 45144
123394 CONCERNING THE BILLING OF	)	
WATER AND SEWER SERVICES	)	

VILLAGE GREEN’S MOTION TO SUPPLEMENT RECORD

Village Green Mishawaka Holdings, LLC (“Village Green”), by counsel, in furtherance of its appeal of the Indiana Utility Regulatory Commission’s (“Commission”) Consumer Affairs Decision in the above-captioned complaints, respectfully requests the Commission to supplement the record in this proceeding with additional evidence presented by Village Green, and in furtherance thereof, states as follows:

1. On April 24, 2018, the Director of the Commission’s Consumer Affairs Division issued a determination that Village Green had acted as a public utility in violation of Ind. Code § 8-1-2-1.2 and 170 IAC § 15-2.

2. The Consumer Affairs Division’s determination was based upon the complaints of six tenants of Village Green; billing information provided by Village Green and its third-party billing agent, as requested by the Consumer Affairs Division pursuant to 170 IAC 15-3-2; and a legal memorandum drafted by the Commission’s General Counsel. All of these items comprise the record in this proceeding (the “Record”).

3. Pursuant to 170 IAC § 15-3-2, the Commission was to require Village Green to provide the following information for the Commission to investigate the tenants’ complaints under that rule: (1) sub-bills to tenants and dates rendered; (2) indication identifying an estimated sub-bill as estimated; (3) dates and meter readings of water submeters; (4) for sewage disposal service, a

verified statement containing the amounts due the utility from Village Green for the dates in dispute, the beginning and end dates for each sub-bill, the actual or estimated amount attributed to Village Green's usage, and an explanation of how Village Green calculated the charges to tenants; (5) sub-billing rate charged; (6) previous balance; (7) amount of initial set-up fee; (8) amount of administrative fee; (9) amount of insufficient funds fee; (10) amount and description of any other fee charged; and (11) date on which sub-bill is due.

4. To the extent that any of this information is not already provided in the Record, Village Green seeks to supplement the Record to provide the same, as the Commission is required to consider it pursuant to 170 IAC § 15-3-2.

5. Additionally, Village Green wishes to supplement the Record with further evidence that was not requested or considered by the Consumer Affairs Division to that extent such information shows Village Green's actual practices and intentions with respect to sub-billing its tenants and paying its invoices to the utility.

6. Further, as this case involves several equitable considerations and issues of first impression, Village Green wishes to supplement the Record with further evidence that was outside the scope of the information required by 170 IAC § 15-3-2 and was not considered by the Consumer Affairs Division in its determination and would afford Village Green the full opportunity to be heard, as required by 170 IAC § 1-1.1-5, which states that, prior to issuing an order on this appeal, the Commission shall afford the parties notice and an opportunity to be heard.

7. The Commission has permitted the record to be supplemented with additional evidence in an appeal from a Consumer Affairs Division determination. *See In the Matter of the Appeal of the Consumer Affairs Division's Disposition of the Informal Complaint of Leader in New Communications, L.P. Against SBC Indiana f/k/a Ameritech Indiana*, 2005 Ind. PUC LEXIS 162

(May 11, 2005) (basing the record in the proceeding on a review of the previously established record and testimony presented into evidence in the appeal and stating, “[W]e recognize that in certain proceedings . . . the Presiding Officer(s) may find that the parties should be provided with an opportunity to supplement the record. . . . [S]uch a determination should be made on a case-by-case basis upon consideration of specific additional information the parties propose to submit.”).

8. Based on the foregoing, Village Green seeks to supplement the Record with the Affidavit of Marissa Welner and its supporting exhibits, attached to Village Green’s Brief in Support of Appeal as **Exhibit A**.

WHEREFORE, Village Green respectfully requests the Commission to permit Village Green to supplement the Record with the Affidavit of Marissa Welner and its supporting exhibits, attached to Village Green’s Brief in Support of Appeal as **Exhibit A**.

Respectfully submitted,

By: /s/ Jeremy L. Fetty
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served electronically or via U.S. First Class Mail upon the following this 15th day of January, 2019:

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Exhibit A

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

APPEAL BY VILLAGE GREEN OF THE)
CONSUMER AFFAIRS DECISION IN)
COMPLAINTS 123364, 123365, 123367 AND) CAUSE NO. 45144
123394 CONCERNING THE BILLING OF)
WATER AND SEWER SERVICES)

AFFIDAVIT OF MARISSA WELNER

Marissa Welner, being duly sworn upon her oath, deposes and states:

1. Affiant is an owner of Village Green, and makes this affidavit based on her personal knowledge.
2. Affiant states that, during the time period that Village Green was landlord of the Village Green Manufactured Home Community, Village Green billed a total of \$174,645.27 to its tenants for water and sewer utility service. A true and accurate copy of Village Green's records of collection for water and sewer utility service is attached hereto as **Exhibit 1**.
3. Affiant states that Village Green paid the following amounts to Mishawaka Utilities ("MU") for water and sewer utility services rendered to its tenants:
 - a) \$258,868.54 in water, sewer and trash payments as invoiced by MU to Village Green for the community. A true and accurate copy of the invoiced payments to MU is attached hereto as **Exhibit 2**.
 - b) \$102,320.77 as payment under the Settlement Agreement representing the amounts due and owing through March 22, 2018 for water service. A true and accurate copy of the Settlements Agreement is attached hereto as **Exhibit 3**.
 - c) \$17,073.37 as payment under the Settlement Agreement representing the remaining balance on Village Green's April 2018 invoice from MU.

d) \$172,782.52 as payment under the Settlement Agreement representing the remaining past due balance for sewer utility service.

e) \$194,023.19 as a payoff amount to MU upon the sale of the community to its current owner on November 30, 2018.

4. Affiant states that Village Green and its third-party billing agent worked to ensure that the water and sewer utility charges billed to the tenants did not collectively total more than the total net charges for water and sewer utility service billed by the utility to Village Green and did not include charges for any water or sewer utility service attributed to Village Green's own usage.

5. Affiant states that Village Green did not act in bad faith in inadvertently excluding any required information, which would have been missing from sub-bills for only two or three months at most, and it acted quickly to remedy the issue upon its discovery. The sub-bills now contain all of the information required under 170 IAC § 15-2-3(c).

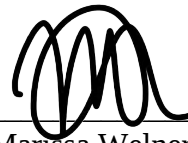
6. Affiant states that Village Green expected to be paid in full by tenants, within the confines of the Sub-billing Statute and Sub-billing Rules, for the water and sewer utility services distributed to the tenants.

7. Affiant states that Village Green communicated to tenants the proper person(s) and contact information to direct questions and concerns regarding water and sewer utility services and that it received questions and concerns from tenants through those channels.

8. Affiant states that Village Green requested that MU provide water and sewer utility service to its tenants individually and bill them accordingly so that Village Green would not be required to distribute utility service to and sub-bill its tenants. However, MU refused to do so, stating that it did not want to maintain the distribution facilities within the community.

Village Green then determined that it would be fairer to tenants to sub-bill them for water and sewer utility services rather than increasing rent overall.

FURTHER AFFIANT SAITH NOT.

A handwritten signature in black ink, consisting of several loops and a trailing flourish, positioned above a horizontal line.

Marissa Welner

Exhibit 1

Report Summary

Property: Village Green Mishawaka Holdings, LLC

Tenants:	484	Tenants as of 08/01/2016:	475
Charge Types:	1	Move Ins During Range:	247
Date Range:	08/01/2016 - 11/30/2018	Prospects:	0
Days In Range:	852	Total Accounts During Range:	722

Charge Type	Description	Tenants Charged	% Charged	Charge Count	Amount Charged	Amount Paid	Balance
Water	Water	484	67.0%	5587	174,645.27	162,741.48	11,903.79
Total Amount:					<u>174,645.27</u>	<u>162,741.48</u>	<u>11,903.79</u>

Exhibit 2

Bills Paid

Property: Village Green Mishawaka Holdings, LLC

Vendor: Mishawaka Utilities

Based off of bills paid between 8/1/2016 and 12/31/2018

Vendor	Acct #	Invoice #	Bill Amount	Bill Date	Check Date	Check No.	Amount Paid
Mishawaka Utilities		072216	41.91	7/15/16	8/10/16	2734	41.91
Mishawaka Utilities		080916	1,355.54	8/1/16	8/10/16	2750	1,355.54
Mishawaka Utilities		080916 A	412.66	8/1/16	8/10/16	2751	412.66
Mishawaka Utilities		080916 B	24,312.87	8/1/16	8/10/16	2752	24,312.87
Mishawaka Utilities		080916 C	160.58	8/3/16	8/10/16	2734	160.58
Mishawaka Utilities		082316	28.48	8/10/16	8/25/16	2803	28.48
Mishawaka Utilities		090816	49.42	8/26/16	9/9/16	2829	49.42
Mishawaka Utilities		091916	184.06	9/1/16	10/11/16	2896	184.06
Mishawaka Utilities		091916 A	358.42	9/1/16	10/11/16	2897	358.42
Mishawaka Utilities		092016	1,938.15	9/1/16	10/11/16	2898	1,938.15
Mishawaka Utilities		092016 A	27,668.40	9/1/16	10/11/16	2899	27,668.40
Mishawaka Utilities		092616	41.12	9/15/16	10/11/16	2900	41.12
Mishawaka Utilities		101016	138.40	9/30/16	10/11/16	2901	138.40
Mishawaka Utilities		092116	282.80	10/3/16	10/24/16	2930	282.80
Mishawaka Utilities		092116 A	26,655.68	10/3/16	11/11/16	2967	26,655.68
Mishawaka Utilities		092116 B	149.67	10/3/16	10/24/16	2931	149.67
Mishawaka Utilities		092116 C	123.86	10/3/16	10/24/16	2932	123.86
Mishawaka Utilities		092116 D	3,292.86	10/3/16	10/24/16	2933	3,292.86
Mishawaka Utilities		110316	148.25	11/3/16	11/11/16	2968	148.25
Mishawaka Utilities		110316 A	144.35	11/3/16	12/7/16	3035	144.35
Mishawaka Utilities		110316 B	251.70	11/3/16	12/7/16	3036	251.70
Mishawaka Utilities		110316 C	194.20	11/3/16	12/7/16	3037	194.20
Mishawaka Utilities		110316 D	576.43	11/3/16	12/7/16	3038	576.43
Mishawaka Utilities		110316 E	3,043.71	11/3/16	12/7/16	3039	3,043.71
Mishawaka Utilities		112116	184.86	11/21/16	12/28/16	3067	184.86
Mishawaka Utilities		010417	219.25	1/4/17	1/19/17	3111	219.25
Mishawaka Utilities		113016-013117 Hy	2,283.32	12/2/16	1/27/17	3133	2,283.32
Mishawaka Utilities		110316 SM W/S/T	23,755.21	11/3/16	2/21/17	3148	23,755.21
Mishawaka Utilities		120216 SM W/S/T	24,609.22	12/2/16	3/9/17	3242	24,609.22
Mishawaka Utilities		010417 SM W/S/T	25,810.61	1/4/17	3/7/17	3214	25,810.61
Mishawaka Utilities		010417 SM 1410B	12.60	1/4/17	3/7/17	3211	12.60
Mishawaka Utilities		020117 SM 1410B	18.18	2/1/17	3/8/17	3216	18.18
Mishawaka Utilities		010417 SM 1413P	77.07	1/4/17	3/7/17	3211	77.07
Mishawaka Utilities		020117 SM 1413P	78.87	2/1/17	3/8/17	3216	78.87
Mishawaka Utilities		010417 SM 1422G	12.03	1/4/17	3/7/17	3211	12.03
Mishawaka Utilities		020117 SM 1422G	12.26	2/1/17	3/8/17	3216	12.26
Mishawaka Utilities		010417 SM 1425G	8.66	1/4/17	3/7/17	3211	8.66
Mishawaka Utilities		020117 SM 1425G	8.66	2/1/17	3/8/17	3216	8.66
Mishawaka Utilities		010417 SM 1429S	6.81	1/4/17	3/7/17	3211	6.81
Mishawaka Utilities		020117 SM 1429S	6.81	2/1/17	3/8/17	3216	6.81
Mishawaka Utilities		010417 SM 1430P	12.84	1/4/17	3/7/17	3211	12.84
Mishawaka Utilities		020117 SM 1430S	65.99	2/1/17	3/8/17	3216	65.99
Mishawaka Utilities		010417 SM 1433C	6.81	1/4/17	3/7/17	3211	6.81
Mishawaka Utilities		020117 SM 1433C	6.81	2/1/17	3/8/17	3216	6.81
Mishawaka Utilities		010417 SM 1434 C	387.27	1/4/17	3/7/17	3211	387.27
Mishawaka Utilities		020117 SM OFFIC	268.02	2/1/17	3/8/17	3219	268.02
Mishawaka Utilities		010417 SM 1435C	7.50	1/4/17	3/7/17	3211	7.50
Mishawaka Utilities		020117 SM 1435C	17.60	2/1/17	3/8/17	3216	17.60
Mishawaka Utilities		010417 SM 1435G	22.25	1/4/17	3/7/17	3211	22.25
Mishawaka Utilities		020117 SM 1435G	22.94	2/1/17	3/8/17	3216	22.94
Mishawaka Utilities		010417 SM 1435S	128.97	1/4/17	3/7/17	3211	128.97
Mishawaka Utilities		020117 SM 1435S	164.20	2/1/17	3/8/17	3216	164.20
Mishawaka Utilities		010417 SM 1441C	10.99	1/4/17	3/7/17	3211	10.99
Mishawaka Utilities		020117 SM 1441C	10.99	2/1/17	3/8/17	3216	10.99

Vendor	Acct #	Invoice #	Bill Amount	Bill Date	Check Date	Check No.	Amount Paid
Mishawaka Utilities		010417 SM 1451B	65.37	1/4/17	3/7/17	3211	65.37
Mishawaka Utilities		020117 SM 1451B	65.37	2/1/17	3/8/17	3216	65.37
Mishawaka Utilities		010417 SM 1453S	6.81	1/4/17	3/7/17	3211	6.81
Mishawaka Utilities		020117 SM 1453S	6.81	2/1/17	3/8/17	3216	6.81
Mishawaka Utilities		010417 SM 1456C	135.72	1/4/17	3/7/17	3212	135.72
Mishawaka Utilities		010417 SM 1463S	128.86	1/4/17	3/7/17	3212	128.86
Mishawaka Utilities		020117 SM 1463S	203.87	2/1/17	3/8/17	3217	203.87
Mishawaka Utilities		010417 SM 1466P	61.81	1/4/17	3/7/17	3212	61.81
Mishawaka Utilities		020117 SM 1466P	89.31	2/1/17	3/8/17	3217	89.31
Mishawaka Utilities		010417 SM 1508S	15.16	1/4/17	3/7/17	3212	15.16
Mishawaka Utilities		020117 SM 1508S	12.60	2/1/17	3/8/17	3217	12.60
Mishawaka Utilities		010417 SM 1512C	6.81	1/4/17	3/7/17	3212	6.81
Mishawaka Utilities		020117 SM 1512C	6.81	2/1/17	3/8/17	3217	6.81
Mishawaka Utilities		020117 SM 1515B	35.49	2/1/17	3/8/17	3217	35.49
Mishawaka Utilities		010417 SM 1516S	6.92	1/4/17	3/7/17	3212	6.92
Mishawaka Utilities		020117 SM 1516S	6.92	2/1/17	3/8/17	3217	6.92
Mishawaka Utilities		010417 SM 1517M	8.66	1/4/17	3/7/17	3212	8.66
Mishawaka Utilities		020117 SM 1517M	8.77	2/1/17	3/8/17	3217	8.77
Mishawaka Utilities		010417 SM 1518C	7.15	1/4/17	3/7/17	3212	7.15
Mishawaka Utilities		020117 SM 1518C	7.27	2/1/17	3/8/17	3217	7.27
Mishawaka Utilities		010417 SM 1522F	7.15	1/4/17	3/7/17	3212	7.15
Mishawaka Utilities		020117 SM 1522F	7.27	2/1/17	3/8/17	3217	7.27
Mishawaka Utilities		010417 SM 1524M	61.81	1/4/17	3/7/17	3212	61.81
Mishawaka Utilities		020117 SM 1524M	65.47	2/1/17	3/8/17	3217	65.47
Mishawaka Utilities		010417 SM 1526M	34.08	1/4/17	3/7/17	3212	34.08
Mishawaka Utilities		010417 SM 1531C	30.72	1/4/17	3/7/17	3212	30.72
Mishawaka Utilities		020117 SM 1531C	29.44	2/1/17	3/8/17	3217	29.44
Mishawaka Utilities		010417 SM 1534F	6.81	1/4/17	3/7/17	3212	6.81
Mishawaka Utilities		020117 SM 1534F	6.81	2/1/17	3/8/17	3217	6.81
Mishawaka Utilities		010417 SM 1541S	22.36	1/4/17	3/7/17	3212	22.36
Mishawaka Utilities		020117 SM 1541S	27.47	2/1/17	3/8/17	3217	27.47
Mishawaka Utilities		010417 SM 1605M	93.74	1/4/17	3/7/17	3212	93.74
Mishawaka Utilities		020117 SM 1605M	102.29	2/1/17	3/8/17	3218	102.29
Mishawaka Utilities		010417 SM 1606C	8.43	1/4/17	3/7/17	3213	8.43
Mishawaka Utilities		020117 SM 1606C	8.43	2/1/17	3/8/17	3218	8.43
Mishawaka Utilities		010417 SM 1610C	19.23	1/4/17	3/7/17	3213	19.23
Mishawaka Utilities		010417 SM 1610F	6.81	1/4/17	3/7/17	3213	6.81
Mishawaka Utilities		020117 SM 1610F	6.81	2/1/17	3/8/17	3218	6.81
Mishawaka Utilities		010417 SM 1611B	7.04	1/4/17	3/7/17	3213	7.04
Mishawaka Utilities		020117 SM 1611B	7.04	2/1/17	3/8/17	3218	7.04
Mishawaka Utilities		010417 SM 1613P	8.66	1/4/17	3/7/17	3213	8.66
Mishawaka Utilities		020117 SM 1613P	7.04	2/1/17	3/8/17	3218	7.04
Mishawaka Utilities		010417 SM 1616M	6.81	1/4/17	3/7/17	3213	6.81
Mishawaka Utilities		020117 SM 1616M	6.81	2/1/17	3/8/17	3218	6.81
Mishawaka Utilities		010417 SM 1617C	7.27	1/4/17	3/7/17	3213	7.27
Mishawaka Utilities		020117 SM 1617C	7.38	2/1/17	3/8/17	3218	7.38
Mishawaka Utilities		010417 SM 1620F	26.76	1/4/17	3/7/17	3213	26.76
Mishawaka Utilities		020117 SM 1620F	34.20	2/1/17	3/8/17	3218	34.20
Mishawaka Utilities		010417 SM 1621C	15.87	1/4/17	3/7/17	3213	15.87
Mishawaka Utilities		020117 SM 1621C	16.45	2/1/17	3/8/17	3218	16.45
Mishawaka Utilities		010417 SM 1628F	8.31	1/4/17	3/7/17	3213	8.31
Mishawaka Utilities		020117 SM 1628F	8.31	2/1/17	3/8/17	3218	8.31
Mishawaka Utilities		010417 SM 1635B	7.96	1/4/17	3/7/17	3213	7.96
Mishawaka Utilities		020117 SM 1635B	7.84	2/1/17	3/8/17	3218	7.84
Mishawaka Utilities		020117 SM 1637S	26.78	2/1/17	3/8/17	3218	26.78
Mishawaka Utilities		010417 SM 1650C	10.64	1/4/17	3/7/17	3213	10.64
Mishawaka Utilities		020117 SM 1650C	10.75	2/1/17	3/8/17	3218	10.75
Mishawaka Utilities		010417 SM 1702C	50.02	1/4/17	3/7/17	3213	50.02
Mishawaka Utilities		020117 SM 1702C	18.18	2/1/17	3/8/17	3218	18.18
Mishawaka Utilities		010417 SM 1710C	10.64	1/4/17	3/7/17	3213	10.64
Mishawaka Utilities		020117 SM 1710C	15.16	2/1/17	3/8/17	3219	15.16

Vendor	Acct #	Invoice #	Bill Amount	Bill Date	Check Date	Check No.	Amount Paid
Mishawaka Utilities		010417 SM 1726S	56.26	1/4/17	3/7/17	3213	56.26
Mishawaka Utilities		020117 SM 1726S	79.29	2/1/17	3/8/17	3219	79.29
Mishawaka Utilities		010417 SM 1728C	6.81	1/4/17	3/7/17	3214	6.81
Mishawaka Utilities		020117 SM 1728C	6.81	2/1/17	3/8/17	3219	6.81
Mishawaka Utilities		010417 SM 1729C	159.45	1/4/17	3/7/17	3214	159.45
Mishawaka Utilities		020117 SM 1729C	218.10	2/1/17	3/8/17	3219	218.10
Mishawaka Utilities		010417 SM 1733C	12.84	1/4/17	3/7/17	3214	12.84
Mishawaka Utilities		020117 SM 1733C	12.60	2/1/17	3/8/17	3219	12.60
Mishawaka Utilities		010417 SM 1738C	9.01	1/4/17	3/7/17	3214	9.01
Mishawaka Utilities		020117 SM 1738C	9.23	2/1/17	3/8/17	3219	9.23
Mishawaka Utilities		010417 SM 1747C	9.23	1/4/17	3/7/17	3214	9.23
Mishawaka Utilities		020117 SM 1747C	31.76	2/1/17	3/8/17	3219	31.76
Mishawaka Utilities		010417 SM 1770C	25.96	1/4/17	3/7/17	3214	25.96
Mishawaka Utilities		020117 SM 1770C	24.91	2/1/17	3/8/17	3219	24.91
Mishawaka Utilities		010417 SM 1805E	6.81	1/4/17	3/7/17	3214	6.81
Mishawaka Utilities		020117 SM 1805E	6.81	2/1/17	3/8/17	3219	6.81
Mishawaka Utilities		010417 SM 1806C	9.59	1/4/17	3/7/17	3214	9.59
Mishawaka Utilities		020117 SM 1806C	9.59	2/1/17	3/8/17	3219	9.59
Mishawaka Utilities		010417 SM 1822E	9.01	1/4/17	3/7/17	3214	9.01
Mishawaka Utilities		020117 SM 1822E	9.13	2/1/17	3/8/17	3219	9.13
Mishawaka Utilities		010417 SM 1838S	24.33	1/4/17	3/7/17	3214	24.33
Mishawaka Utilities		020117 SM 1456C	145.01	2/1/17	3/8/17	3217	145.01
Mishawaka Utilities		020117 SM 1430P	8.08	2/1/17	3/8/17	3216	8.08
Mishawaka Utilities		020117 SM 1526M	24.57	2/1/17	3/8/17	3217	24.57
Mishawaka Utilities		020117 SM 1610C	20.50	2/1/17	3/8/17	3218	20.50
Mishawaka Utilities		013017 SM 1838S	50.88	1/30/17	3/7/17	3214	50.88
Mishawaka Utilities		010417 SM 1801M	99.65	1/4/17	3/7/17	3214	99.65
Mishawaka Utilities		120216 SM 1434F	1,264.64	12/2/16	2/24/17	3159	1,264.64
Mishawaka Utilities		010417 SM 1434F	1,264.64	1/4/17	3/7/17	3211	1,264.64
Mishawaka Utilities		020117 SM 1434F	1,264.64	2/1/17	3/8/17	3216	1,264.64
Mishawaka Utilities		020117 SM W/S/T	41,415.09	2/1/17	4/7/17	3256	41,415.09
Mishawaka Utilities		020117 SM Hydrar	1,107.20	2/1/17	3/8/17	3219	1,107.20
Mishawaka Utilities		120216 SM 1463S	90.47	12/2/16	2/23/17	3153	90.47
Mishawaka Utilities		120216 SM 1434F	273.70	12/2/16	2/23/17	3153	273.70
Mishawaka Utilities		120216 SM 1435S	129.81	12/2/16	2/23/17	3153	129.81
Mishawaka Utilities		120216 SM 1466P	17.72	12/2/16	2/23/17	3153	17.72
Mishawaka Utilities		120216 SM 1451B	70.96	12/2/16	2/23/17	3153	70.96
Mishawaka Utilities		120216 SM 1413P	59.15	12/2/16	2/23/17	3153	59.15
Mishawaka Utilities		120216 SM 1620F	20.15	12/2/16	2/23/17	3153	20.15
Mishawaka Utilities		120216 SM 1726S	52.19	12/2/16	2/23/17	3153	52.19
Mishawaka Utilities		120216 SM 1801M	90.47	12/2/16	2/23/17	3153	90.47
Mishawaka Utilities		120216 SM 1729C	124.97	12/2/16	2/23/17	3153	124.97
Mishawaka Utilities		120216 SM 1605M	104.19	12/2/16	2/23/17	3153	104.19
Mishawaka Utilities		120216 SM 1524M	51.38	12/2/16	2/23/17	3153	51.38
Mishawaka Utilities		120216 SM 1531C	27.37	12/2/16	2/23/17	3153	27.37
Mishawaka Utilities		120216	8.43	12/2/16	2/24/17	3159	8.43
Mishawaka Utilities		120216 SM 1422G	12.26	12/2/16	2/24/17	3159	12.26
Mishawaka Utilities		120216 SM 1425G	9.35	12/2/16	2/24/17	3160	9.35
Mishawaka Utilities		120216 SM 1429S	6.81	12/2/16	2/24/17	3160	6.81
Mishawaka Utilities		120216 SM 1430P	27.37	2/2/17	2/24/17	3160	27.37
Mishawaka Utilities		120216 SM 1431F	9.23	12/2/16	2/24/17	3160	9.23
Mishawaka Utilities		120216 SM 1433C	6.81	12/2/16	2/24/17	3160	6.81
Mishawaka Utilities		120216 SM 1435C	7.15	12/2/16	2/24/17	3160	7.15
Mishawaka Utilities		120216 SM 1435G	9.59	12/2/16	2/24/17	3160	9.59
Mishawaka Utilities		120216 SM 1441C	11.11	12/2/16	2/24/17	3160	11.11
Mishawaka Utilities		120216 SM 1453S	6.81	12/2/16	2/24/17	3160	6.81
Mishawaka Utilities		120216 SM 1456C	122.54	12/2/16	2/24/17	3160	122.54
Mishawaka Utilities		120216 SM 1461C	8.31	12/2/16	2/24/17	3160	8.31
Mishawaka Utilities		120216 SM 1462C	236.35	12/2/16	2/24/17	3160	236.35
Mishawaka Utilities		120216 SM 1710C	7.38	12/20/16	2/24/17	3154	7.38
Mishawaka Utilities		120216 SM 1728C	6.81	12/2/16	2/24/17	3154	6.81

Vendor	Acct #	Invoice #	Bill Amount	Bill Date	Check Date	Check No.	Amount Paid
Mishawaka Utilities		120216 SM 1733C	19.45	12/2/16	2/24/17	3154	19.45
Mishawaka Utilities		120216 SM 1738C	9.01	12/2/16	2/24/17	3154	9.01
Mishawaka Utilities		120216 SM 1747C	9.23	12/2/16	2/24/17	3154	9.23
Mishawaka Utilities		120216 SM 1805E	9.72	12/2/16	2/24/17	3154	9.72
Mishawaka Utilities		120216 SM 1806C	7.96	12/2/16	2/24/17	3154	7.96
Mishawaka Utilities		120216 SM 1822E	7.38	12/2/16	2/24/17	3154	7.38
Mishawaka Utilities		120216 SM 1838S	14.11	12/2/16	2/24/17	3154	14.11
Mishawaka Utilities		120216 SM 1606C	7.27	12/2/16	2/24/17	3155	7.27
Mishawaka Utilities		120216 SM 1610C	15.98	12/2/16	2/24/17	3155	15.98
Mishawaka Utilities		120216 SM 1610F	6.81	12/2/16	2/24/17	3155	6.81
Mishawaka Utilities		120216 SM 1611B	6.81	12/2/16	2/24/17	3155	6.81
Mishawaka Utilities		120216 SM 1613M	7.62	12/2/16	2/24/17	3155	7.62
Mishawaka Utilities		120216 SM 1613P	12.03	12/2/16	2/24/17	3155	12.03
Mishawaka Utilities		120216 SM 1508S	14.81	12/2/16	2/24/17	3160	14.81
Mishawaka Utilities		120216 SM 1512C	6.81	12/2/16	2/24/17	3159	6.81
Mishawaka Utilities		120216 SM 1616M	6.81	12/2/16	2/24/17	3159	6.81
Mishawaka Utilities		120216 SM 1516S	7.62	12/2/16	2/24/17	3159	7.62
Mishawaka Utilities		120216 SM 1617C	7.15	12/2/16	2/24/17	3155	7.15
Mishawaka Utilities		120216 SM 1621C	15.87	12/2/16	2/24/17	3155	15.87
Mishawaka Utilities		120216 SM 1517M	8.66	12/2/16	2/24/17	3159	8.66
Mishawaka Utilities		120216 SM 1628F	7.38	12/2/16	2/24/17	3155	7.38
Mishawaka Utilities		120216 SM 1635H	7.04	12/2/16	2/24/17	3155	7.04
Mishawaka Utilities		120216 SM 1650C	7.84	12/2/16	2/24/17	3155	7.84
Mishawaka Utilities		120216 SM 1518C	8.43	12/2/16	2/24/17	3159	8.43
Mishawaka Utilities		120216 SM 1522F	7.27	12/2/16	2/24/17	3159	7.27
Mishawaka Utilities		120216 SM 1534F	6.81	12/2/16	2/24/17	3159	6.81
Mishawaka Utilities		120216 SM 1541S	23.31	12/2/16	2/24/17	3159	23.31
Mishawaka Utilities		89181	27.10	3/1/17	6/26/17	2486	27.10
Mishawaka Utilities		020117 SM 1801M	105.46	2/1/17	3/8/17	3219	105.46
Mishawaka Utilities		030117	31,243.63	3/1/17	6/21/17	CitiCrCard	11,000.00
					6/22/17	CitiCrCard	10,660.75
					6/30/17	Visa4079	9,582.88
Mishawaka Utilities		030117 A	224.97	3/1/17	6/26/17	2486	224.97
Mishawaka Utilities		030117 B	201.37	3/1/17	6/26/17	2486	201.37
Mishawaka Utilities		030117 C	370.54	3/1/17	6/26/17	2486	370.54
Mishawaka Utilities		030117 E	112.81	3/1/17	6/26/17	2486	112.81
Mishawaka Utilities		89195	26.95	3/1/17	6/26/17	2486	26.95
Mishawaka Utilities		030117 F	42.35	2/21/17	6/26/17	2486	42.35
Mishawaka Utilities		030117 G	20.08	3/1/17	6/26/17	2486	20.08
Mishawaka Utilities		030117 H	66.68	3/1/17	6/26/17	2486	66.68
Mishawaka Utilities		032017	63.32	3/20/17	6/26/17	2486	63.32
Mishawaka Utilities		030117 I	56.48	3/1/17	6/26/17	2486	56.48
Mishawaka Utilities		032117	159.51	3/21/17	6/26/17	2486	159.51
Mishawaka Utilities		040317	153.01	4/3/17	6/26/17	2486	2.50
Mishawaka Utilities		040317 G	28,933.21	4/3/17	6/30/17	Visa4079	417.12
					7/6/17	DW CrCard	15,000.00
Mishawaka Utilities		W/S/T 3118	37,352.69	3/1/18	4/19/18		11,858.25
Mishawaka Utilities		W/S/T 4218	35,054.08	4/2/18	4/25/18	Wire	6,122.46
Total Bills:		221			Total Amount:		286,950.70

Note: Highlighted rows represent water /sewer/trash invoices.

Exhibit 3

CONFIDENTIAL – FOR SETTLEMENT PURPOSES ONLY

AGREEMENT REGARDING UTILITIES AT VILLAGE GREEN MOBILE HOME PARK

THIS AGREEMENT is entered into between Village Green Mishawaka Holdings, LLC (“VG”) and Mishawaka Utilities (“MU”). VG and MU may hereinafter be collectively referred to as the “Parties.”

The parties agree to the following:

1. VG agrees to pay MU \$150,824.18, by wire to MU’s bank by 12:00 PM EDT on April 30, 2018 (the “Initial Payment”). This represents the amounts due and owing through March 22, 2018 for water (\$102,320.77) and electric (\$48,503.41) services, combined. Upon receipt of the Initial Payment, MU hereby agrees to acknowledge that VG will no longer have any past due water or electric charges as of date of Initial Payment.

2. If MU does not receive payment of \$150,824.18 by 12:00 PM EDT on April 30, 2018, water service to Village Green Mobile Home Park in Mishawaka, Indiana will be discontinued on May 1, 2018.

3. Within twenty-four (24) business hours of receipt of \$150,824.18 on or before 12:00 PM EDT on April 30, 2018, MU will restore electric service to all electric accounts in the name of VG.

4. VG shall pay the remaining balance (\$17,073.37) of its utility invoice from MU dated 04/02/2018 (original total \$35,024.08) on or before 12:00 PM EDT on April 30, 2018. A payment of \$11,843.25 was paid by wire on April 19, 2018, and a payment of \$6,107.46 was paid by wire on April 25, 2018.

5. VG shall pay all subsequent utility invoices from MU, in their entirety, on or before their due dates. MU hereby acknowledges that VG shall retain the right to remit payment on any subsequent utility invoice in one or more payments. More specifically, VG shall have the right to remit payments for water, sewer and trash in separate wire transfers so long as the total amount due is received prior to the due date.

6. VG shall pay the remaining past due balance (after payments made in paragraphs 1 and 4 above) of \$172,782.52 in the following installments (the “Installment Payments”):

(1) \$57,594.18 due June 15, 2018

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(2) \$57,594.17 due July 16, 2018

(3) \$57,594.17 due August 15, 2018

VG shall be entitled to a one (1) business day cure period in the event any of the above payments are not received upon the agreed upon due dates.

7. Following the full completion of the Installment Payments, MU does hereby attest that it shall release the current sewer lien or any future amended sewer liens that MU has placed on the property. MU shall cooperate in the execution of any documents necessary to complete the release of the lien and shall be responsible for the recordation of the lien release.

8. Should VG sell the property at any time prior to August 15, 2018, VG shall pay any remaining past due balance, less the amount of any sewage lien duly recorded as of the date of sale in the office of the Recorder of St. Joseph County, Indiana. In the event of sale, MU hereby acknowledges that it shall cooperate in the execution of any documents necessary to complete the release of the lien and shall be responsible for the recordation of the lien release.

9. All payments shall be made by wire to MU's bank according to instructions previously provided to VG.

10. Failure by VG to make any of the Installment Payments, in their entirety, on or before the established deadlines shall subject VG to shutoff of water service to Village Green Mobile Home Park.

11. Confidentiality. Notwithstanding anything to the contrary contained in this Agreement, and subject only to any disclosure requirements which may be imposed upon the Parties under applicable state or federal laws, it is expressly understood and agreed by the Parties that: (a) this Agreement, any schedules, exhibits, conversations, negotiations and transactions relating hereto and/or contemplated hereby; and (b) all financial information, business records and other non-public information concerning the Parties which any of the Parties or their respective representatives has received or may hereafter receive, shall be maintained in the strictest confidence by the parties and their respective representatives, and shall not be disclosed to any person that is not associated or affiliated with any of the parties and involved in the transactions contemplated hereby, without the prior written approval of Parties, as applicable. The Parties hereto shall use their best efforts to avoid disclosure of any of the foregoing or undue disruption of any of the business operations or personnel of the Parties. Except for information generally available to the public, in the event that the transactions contemplated hereby shall not be

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consummated for any reason, each of the Parties covenants and agrees that neither it nor its representatives shall retain any documents, lists or other writings which they may have received or obtained in connection herewith or any documents incorporating any of the information contained in any of the same (all of which, and all copies thereof in the possession or control of themselves or their representatives, shall be returned to the original source of the material at issue or destroyed, if certified as to such destruction by an officer of such party).

12. Non-Disparagement. The Parties mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any party with respect to either of them. Further, the Parties hereto agree to forbear from making any public or non-confidential statements with respect to any claims or complaints against either Party. The parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement.

13. This agreement contains all of the agreements of the parties, and no oral agreements of any kind shall be binding upon the parties.

14. This agreement shall be binding upon the parties hereto, their officers, agents, employees, and successors in interest.

VILLAGE GREEN MISHAWAKA HOLDINGS, LLC

BY: _____

Authorized agent for Village Green

Marissa Welner

Printed name

DATE: _____

April 26, 2018

MISHAWAKA UTILITIES

BY: _____

Jim Schrader, General Manager

DATE: _____

April 26, 2018