

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

SUMMIT INVESTMENT, LLC,)	
)	
Complainant,)	
)	
vs.)	File No.: SC-2014-0214
)	
OSAGE WATER COMPANY,)	File No.: WC-2014-0215
)	
Respondent.)	

AFFIDAVIT OF RON WESTENHAVER

I, Ronald D. Westenhaver, being first duly sworn upon his oath, states as follows:

1. I am the Manager of Summit Investment Co., LLC, hereinafter "Summit".
2. That Summit has been in business since 1996.
3. That Summit is the developer of the Eagle Woods Subdivision, hereinafter "Eagle Woods".
4. Summit and Osage Water Company, hereinafter "OWC", entered into a Water and Sewer Supply Contract, hereinafter the "Contract" a copy of which is attached to the complaint filed herein.
5. That pursuant to the contract, Summit fully performed all of its obligations, including transferring ownership of all infrastructure, water well, pump and storage plant and equipment, real estate and associated easements and all permits in it's name for all the facilities supplying sewer and water services to Eagle Woods.
6. That due to OWC's failure to provide all the sewer services under the contract, Summit paid approximately \$73,000.00 for services to Amos Septic to have septic tanks pumped and sewage hauled.
7. OWC failed from 2001-2002 to make water connections to all lots in Eagle Woods as required by the Contract.

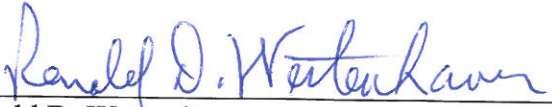
8. On at least a half dozen occasions prior to the appointment of Gary V. Cover as receiver, Summit had to provide its own meter settings in order to obtain water service to Eagle Woods.
9. Prior to the appointment of Gary V. Cover as receiver, OWC's agent, Greg Williams, told Summit that OWC did not have the money it needed to install water lines to Eagle Woods in accordance with the Contract.
10. Prior to 2006, one-third of the residences in Eagle Woods were not connected to OWC's water system, which Summit constructed and paid for.
11. Summit installed all water mains in Eagle Woods and repaired water lines to Eagle Woods on many occasions between 1999 and 2005 because OWC said it did not have the manpower or the desire to repair the lines.
12. Prior to 2006, 38% of the residences in Eagle Woods were not connected to OWC's sewage treatment system.
13. Summit installed all sewer mains and lift stations in Eagle Woods and paid for same.
14. OWC failed to provide adequate service to Eagle Woods since the Contract was executed.
15. Between 1999 and 2006, Summit wrote numerous letters to public officials due to being dissatisfied with OWC's performance of the Contract and the water and sewer service OWC provided at Eagle Woods. These letters included: a letter dated March 10, 2001, to Rep. Luetkemeyer and others, complaining about "illegal" actions of Greg Williams, OWC and Susan Flanegin; a letter dated January 2, 2001, to senators and representatives requesting help in resolving

issues at Eagle Woods with the Missouri Department of Natural Resources, hereinafter "MDNR", and the Public Service Commission; a letter dated July 30, 2003, to senators and representatives explaining events and facts and requesting resolution of problems at Eagle Woods; a letter to MDNR and the Public Service Commission about an unequal playing field and selective enforcement of rules at Eagle Woods; a letter to senators and representatives with an overview of the situation at Eagle Woods; a letter or fax to representatives and senators requesting help with the ownership issues and capacity of the KK wastewater treatment plant; and a letter to Sen. Cooper requesting help with the capacity issues at Eagle Woods.

16. On April 21, 2006, Summit's attorney, Faye Coultas, wrote a letter to OWC complaining about the water and sewer service that Osage provided to the residents at Eagle Woods, and stating that Osage failed to provide the services for which it was paid.
17. That to date, Summit has 25 remaining lots that have not been connected to water or sewer services and OWC refuses to provide those connections so Summit can develop and sell those remaining lots.
18. That Summit has been and continues to suffer financially and being unable to develop the remaining 25 lots in Eagle Woods.

Further, affiant sayeth not.

Dated this 18th day of July, 2014.



Ronald D. Westenhaver

STATE OF MISSOURI)
) ss.
COUNTY OF MORGAN)

On this 18th day of July, 2014, before me personally appeared Ronald D. Westenhaver, to me known to be the person who executed the foregoing Affidavit and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my official seal the day and year first above written.

Deborah K. Green

Notary Public

My commission expires:

