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Charles E. Langlinais mayor@broussardla.com Chief Of Police

Brannon J. Decou

Mayor

Dear Joey:

I am writing this letter to you on Thursday, April 5, 2012, after just having received a report that you went on the radio in Lafayette today, and claimed that the City of Broussard had not tried to sit down and have a meeting (or words to that effect) concerning our ongoing "water dispute" litigation. I seem to be spending a lot of my time over the last couple of months attempting to correct false statements made in the press by Lafayette officials, and even though I only try to address the serious incorrect statements, it is taking up a lot of my time.

I know that you have to depend on your people to provide you with the right information on things like this, and sometimes the information isn't always correct. So, please let me take this opportunity to set the record straight on the number of meetings we have had already, and how many requests we have had for meetings over this "water dispute." I am only going to list the meetings and requests for meetings for which I have written evidence. I am told that there were additional verbal requests, but we will leave those out for the time being. The date all of this started was November 23, 2011, when LUS sent us the \$825,000 water bill, so here is what happened after that:

- On December 2, our attorney had the first meeting with the appropriate City of Lafayette department head on the water dispute issue. His records show that previous phone conversations had been held with the department head prior to that.
- Also on December 2, an email was sent to the department head requesting a meeting to show LUS what Broussard computed as the actual correct dollar amount should be.
- Another email was sent on December 7 requesting that the appropriate LUS officials meet with the Broussard engineer on December 9, or if that was not possible, on December 12 or 13.
- 4. On December 9, our engineer and the person in charge of our water records met with a Lafayette official to present a summary of the information in all of our records which showed that, except for leakage in the system, the correct bill amount should have been \$124,000 and not \$825,000.
- 5. Next, on December 13, our attorney requested a brief meeting with the Lafayette department head, and a brief meeting was held that day.

- 6. On December 15, our attorney forwarded an additional written request for a delay in the 30 day due date that would apply to a normal water bill.
- 7. On January 4, our attorney sent an email to the Lafayette department head reminding him that we had previously "...invited you to have any LUS officials come to Broussard....and go over any of our records," and pointing out that we had received no response to that offer. That email pointed out that we were "...always open to discussing an amicable solution to any problem... and that is certain no exception in this case..."
- 8. On January 9, we received an email from the department head apologizing for the delay in responding and saying that he was checking with the appropriate LUS officials to see when a meeting could be set up. Our attorney responded to that requesting that the meeting be held that same week.
- On January 13, another email was sent stating "please give us an answer to our request for a meeting."
- On January 24, our attorneys met with the Lafayette City attorney and the LUS Director at the LUS offices to discuss the water dispute.
- On February 3, emails were sent requesting confirmation of the meeting, which had finally be set for February 7.
- February 7, the meeting scheduled for February 7 was cancelled at the last minute, due to some conflicts in the schedule of the LUS Director.
- On February 15, our attorney again went to meet with your department head to attempt to reschedule the meeting.
- 14. As of February 21, the meeting had still not been rescheduled, and our attorney contacted your department head again to attempt to reschedule the meeting.
- 15. March 6 our attorney contacted the department head for a date on which the LUS Director could be questioned about the facts and discrepancies underlying the amount claimed due by Lafayette.
- 16. On March 8, a second conversation was had to attempt to reach an agreement on a date on which the formal statement of the LUS Director could be taken.
 - 17. On March 27, the formal statement was taken of the LUS Director.
- 18. On March 29, an additional request was sent by our attorney to the Lafayette department head requesting the opportunity to question you under oath concerning discussions you had with the LUS Director concerning the \$825,000 bill sent to Broussard.

19. On April 2, our attorney contacted your department head to let him know that the "three new interconnections" that he went on television to talk about last Friday were at least 15 years old.

Now, that is the written records we have of emails or other correspondence going from our side to your side since we received the \$825,000 bill at the end of November. Our attorneys records also show, that in addition to all of those written contacts, there were also telephone conferences with a Lafayette department head on this issue on December 7 and 21, January 9, 11, 12, 17, plus February 22, March 6, 7 and 8.

Joey, I would really like to make some progress in resolving this dispute, and if you have been told that we have not made any attempts to meet with you on it, I hope that the information provided above will convince you that we have made every possible effort to meet and discuss this problem.

If you agree with me that this problem should be resolved as soon as possible, then I would recommend that we do the following:

- A. Let's suspend all further action in the lawsuit, and let's go to mediation with an experienced mediator. Or, if you would rather dismiss the lawsuit and go to binding arbitration with an arbitrator with experience in this particular area, we would certainly be willing to do that also.
- B. Let's agree on a regular schedule for the reading of all of the water meters at all of the points at which Lafayette water is delivered into the Broussard system. Let's agree that we will each have a representative when the meters are read so that there will not be any dispute as to the accuracy of the readings.
- C. Let's amend the current contract to specifically provide and designate who owns the meters, who has responsibility for repairing and replacing them, and exactly who we should call when we need to do any work on or around the meters. Let's also make it clear in the agreement that we're authorized to open the "interconnections" in the event of emergency (like when we had to open it during the Fleming Foods fire many years ago), and exactly who we notify when that is done.
- D. If you can think of any other suggestions to make this go smoother now and in the future, we would be happy to consider them.

My door is always open to you or anybody else from Lafayette City Parish Government to discuss this or any other problem at any time, 24 hours a day, 7 days a week.

Sincerely yours,

Charlie Langlinais