



Lynn Fitch
ATTORNEY GENERAL

OPINIONS DIVISION

January 31, 2020

John G. Sigman, Executive Director
Pearl River Valley Water Supply District
Post Office Box 2180
Ridgeland, Mississippi 39158

Re: Pearl River Valley Water Supply District

Dear Mr. Sigman:

Attorney General Lynn Fitch has received your opinion request and has assigned it to me for research and reply.

OFFICIAL OPINION

Issue Presented

In your request, you provide:

As you are aware, the District encompasses the Ross Barnett Reservoir and the Reservoir Project Area which encompasses approximately fifty thousand (50,000) acres, more or less, with thirty-three thousand (33,000) of those acres being the Reservoir itself. Much of the acreage that is not inundated is leased by the State of Mississippi to both residential and commercial lessees. The Ross Barnett Project Reservoir area is serviced by two (2) main roads, Spillway Road, which is maintained by the District over the Reservoir dam and its spillway and by Rankin County off the dam, as well as Northshore Causeway, which is maintained entirely by Rankin County.

The District has been approached with proposals to repair certain portions of the Northshore Parkway, one of which could be possibly prohibitively expensive for the District.

Rankin County has approached the District regarding participation in a project to renovate and repair guardrails on Northshore Causeway, which have been damaged by vehicular traffic. The first option proposed by Rankin County would prevent moving existing utilities on both sides of Northshore Causeway and would specifically protect bicycle and pedestrian trails

constructed by the District which lay next to the Causeway. The project envisioned by Rankin County will involve removing all four (4) existing guardrails that separate vehicular traffic on Northshore Causeway from the aforementioned bicycle/pedestrian trail. The county's proposal would extend the existing concrete barriers away from the bridge approximately one hundred feet (100') on all four (4) corners and install more significant vehicle impact attenuators at the end of the proposed concrete guardrail extensions. In addition to other utilities adjacent to Northshore Causeway, the District has four (4) lines in total, two (2) water and two (2) sewer lines on either side of the Northshore Causeway being ten-inch (10") water mains on one side of the Causeway, and a high-pressure sewer force mains on the other. Both the existing water and sewer lines are owned by the District and have been in place on Northshore Parkway since approximately 1988.

Rankin County has informed the District that the first option is the better option in terms of safety and liability exposure for the County and the District, but it is not the only option. The county could opt for repairing the guardrails with like materials, components, and location, but not without significantly risking damage to the existing ten-inch (10") water mains and force sewer mains, thereby damaging State property of the District or requesting the District move those sewer lines. To that end, the county has requested the District's joint participation in constructing the more expensive impact attenuator option which would not necessitate damage or moving the sewer and water lines currently in place and would not impact the bicycle and pedestrian trails. As of this writing, Rankin County has estimated the cost of the vehicular attenuator guardrails on all four (4) corners to be Two Hundred Nine Thousand Nine Hundred Eighty-Seven Dollars (\$209,987.00). They have requested joint participation with the District paying fifty percent (50%) of that cost or One Hundred Four Thousand Nine Hundred Ninety-Three Dollars and Fifty Cents (\$104,993.50). The District estimates that if it did not participate in the project with Rankin County that moving the water line and sewer line would cost well in excess of One Million Dollars (\$1,000,000.00).

Citing the District's authority in Sections 51-9-121, 51-9-153, and 51-9-155 of the Mississippi Code, you ask: "may the District participate with Rankin County, Mississippi and enter into an Agreement with the county to pay fifty percent (50%) of the proposed costs of the guardrail repair project?"

Response

The District is specifically authorized to maintain the real property within the project area and to contract with political subdivisions to carry out its statutory obligations. Thus, if the District makes the factual determination that the repairs are necessary for the performance

of the purposes and services authorized in Title 51 Chapter 9, Article 3, of the Mississippi Code, it has the authority to contract with the County for said repairs.

Applicable Law and Discussion

As you note in your request, Section 51-9-121 authorizes the District:

(e) To acquire by purchase, lease, gift, or in any other manner (otherwise than by condemnation) and to maintain, use, and operate all property of any kind, real, personal, or mixed, or any interest therein within the project area, within or without the boundaries of the district, necessary for the project and convenient to the exercise of the powers, rights, privileges, and functions conferred upon the district by this article.

(n) To make contracts and to execute instruments necessary or convenient to the exercise of the powers, rights, privileges, and functions conferred upon it by this article.

(s) To enter into contracts with municipalities, corporations, districts, public agencies, political subdivisions of any kind, and others for any services, facilities or commodities that the project may provide. The district is also authorized to contract with any municipality, corporation, or public agency for the rental, leasing, purchase, or operation of the water production, water filtration or purification, water supply and distributing facilities of the municipality, corporation, or public agency upon such consideration as the district and such entity may agree. Any such contract may be upon any terms and for any time as the parties may agree, and it may provide that it shall continue in effect until bonds specified therein and refunding bonds issued in lieu of these bonds are paid. Any contract with any political subdivision shall be binding upon said political subdivision according to its terms, and any municipalities or other political subdivisions shall have the power to enter into such contracts as in the discretion of the governing authorities thereof would be to the best interest of the people of the municipality or other political subdivision. These contracts may include, within the discretion of the governing authorities, a pledge of the full faith and credit of the political subdivisions for the performance thereof.

* * *

Section 51-9-153 authorizes the District "to act jointly with political subdivisions of the state ... in the performance of the purposes and services authorized in this article, upon such terms as may be agreed upon by the directors." According to Section 51-9-155: "The provisions of any other law, general, special or local, except as provided in this article, shall

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not limit or restrict the powers granted by this article. The water supply district herein provided for shall not be subject to regulation or control by the public service commission."

If we may be of further service, please let us know.

Very truly yours,

LYNN FITCH, ATTORNEY GENERAL

By:



Beebe Garrard
Special Assistant Attorney General

OFFICIAL OPINION