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DEPARTMENT OF JUSTICE
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October 23, 2024
OPINION 24-0026

The Honorable Ryan Bourriaque
State Representative, District 47
122 North State Street
Suite 100
Abbeville, LA 70510

90-A-1 PUBLIC FUNDS & CONTRACTS

La. C.C. art. 1906 La. C.C. art. 2046
La. R.S. 33:4361

The Privilege and Franchise Agreement between Cameron Parish and JDEC is clear and explicit as to the rights and privileges granted to JDEC and reserved to the Cameron Parish Police Jury. JDEC may restore and/or locate electrical transmission lines along public roads and state highways within Cameron Parish rights-of-way that were in existence prior to their destruction that are outside the incorporated cities, towns and villages.

Dear Representative Bourriaque:

You requested an opinion from our office concerning a franchise agreement between Cameron Parish Police Jury ("Police Jury") and Jefferson Davis Electric Cooperative, Inc. ("JDEC"). Specifically, seek our opinion on the validity and enforceability of a privilege and franchise agreement granted by the Police Jury to JDEC in May of 1944.¹ Your request has been assigned to me for research and reply.

Your request states that JDEC was incorporated in 1941 with the purpose of providing electricity to Allen, Calcasieu, Cameron, Jefferson Davis, and Vermillion Parishes. In 1944, the Cameron Parish Police Jury granted the privilege and franchise to JDEC via ordinance for a term of ninety-nine (99) years to construct, maintain, and operate lines of poles and wire for the transmission of electric current for heat, light, or power over the public roads, streets, or alleyways not within the limits of any incorporated city, town, or village.² This franchise was granted in accordance with Act 127 of the 1924 Legislative Session, now La. R.S. 33:4361.

Section 3 of Act 127 contained language that reserves the authority of a police jury to grant such franchises in accordance with rules, regulations, and restrictions as may be prescribed by the police jury granting the franchise. Additionally, the Police Jury and the qualified electors of Cameron Parish have never surrendered the Police Jury's power to regulate JDEC to the Public Service Commission. To the extent the franchise agreement between Cameron Parish and JDEC is valid and enforceable, the Police Jury may regulate or restrict JDEC operations within non-incorporated areas of Cameron Parish.

¹ A copy of the recorded document provided to our office indicates that the privilege and franchise was adopted via a Cameron Parish Police Jury ordinance in May of 1944 but was not recorded until April of 1946.

² "Privilege and Franchise Agreement" recorded April 22, 1946.

The “Privilege and Franchise Agreement” between JDEC and Cameron Parish Police Jury is a contract between a public entity and a private association.³ When the words of a contract are clear and explicit and lead to no absurd consequences, no further interpretation may be made in search of the parties’ intent.⁴ The meaning and intent of the parties to a written instrument is ordinarily determined from the four corners of the instrument.⁵

Our analysis of the agreement finds that the language is clear and explicit. The instrument sets out that the right, privilege, and franchise is granted to JDEC to erect, construct, maintain, and operate lines of poles, wires, etc. for the transmission of electric energy over, along, under, and across the public roads and state highways, streets, and alleyways, within Cameron Parish, for the purposes of transmitting, distributing, and supplying electricity for light, heat, and power, including the right to erect and construct towers, cables, guy wires, anchors, stubs, and braces, and all other necessary and proper fixtures and appliances, in, on, along, over, under, and across the public roads and state highways within Cameron Parish outside of the corporate limits of any incorporated city, town, or village within the parish. Additionally, the location and/or re-location of all lines, poles, and structures on state highways or public roads in Cameron Parish are subject to the approval of the Cameron Parish Police Jury.⁶

We note, however, that the privilege and franchise agreement only provides authority for JDEC to operate within Cameron Parish rights-of-way and does not address any authority for JDEC to operate within Louisiana Department of Transportation and Development (“DOTD”) rights-of-way (formally the Louisiana Department of Highways for purposes of the agreement) as it relates to state highways within Cameron Parish. As the agreement is silent on this matter, such authority could only be granted by DOTD.

Accordingly, after review of the question posed in your request, it is our conclusion that the “Privilege and Franchise Agreement” is clear and explicit as to the rights and privileges granted to JDEC and reserved to the Cameron Parish Police Jury. JDEC may restore and/or locate electrical transmission lines along public roads and highways within Cameron Parish rights-of-way that were in existence prior to their destruction that are outside the incorporated cities, towns, and villages.

³ See La. C.C. art. 1906.

⁴ La. C.C. art. 2046.

⁵ *Robinson v. Robinson*, 99-3097 (La. 1/17/01), 778 So.2d 1105.

⁶ See Section II of “Privilege and Franchise Agreement” recorded April 22, 1946.

If our office can be of any further assistance, please do not hesitate to contact us.

With best regards,

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BY:


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LM/JL