

MAINE STATE LEGISLATURE

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STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calender years

1961 - 1962

tuition students. However, I note that paragraph 9 of the proposed contract provides that the newly formed town and Brunswick *may* contract for tuition students. It would, therefore, be discretionary for both parties and it may be that Brunswick would refuse to accept Harpswell Neck tuition students.

I believe this situation can be remedied by amending the Private and Special Laws of 1961, Chapter 83, at the next regular session of the Legislature to require Brunswick to contract with Harpswell Neck for tuition students as well as Harpswell and the surrounding towns.

In reviewing the whole case, however, I am of the opinion that there should be no difficulty as far as Harpswell Neck is concerned in contracting with Brunswick under the provisions of paragraph 9 of the proposed contract for tuition students as I do not foresee that Brunswick will refuse to contract.

Very sincerely yours,

RICHARD A. FOLEY

Assistant Attorney General

July 28, 1961

To: Kermit S. Nickerson, Deputy Commissioner of Education

Re: Determination of Legal Tuition Rate

You have requested my interpretation of Chapter 248 of the Public Laws of 1961, regarding the computation of legal tuition rates.

I am in agreement with the conclusions reached in your memorandum, that is, that the average daily membership of the preceding year ending on June 30 should be the basis for computing the tuition.

Your conclusion that the current fiscal year refers to the last completed fiscal year preceding the closing of the school year is also correct.

RICHARD A. FOLEY

Assistant Attorney General

July 28, 1961

To: Kermit S. Nickerson, Deputy Commissioner of Education

Re: Legality of Loan to City of Westbrook of Equipment in the National Industrial Equipment Reserve

This is in answer to your memorandum of July 17, 1961, in relation to the contract for the loan of certain industrial equipment to the City of Westbrook for use in their school system. The "loan" from the federal government has considerable conditions attached to the loan contract and I can find no authority to permit a city to deal directly with the federal government on educational grants-in-aid from the federal government. However, under the Revised Statutes, Chapter 11, Section 15, the Governor and Council may accept equipment from the federal government on behalf of the State. The Governor and Council can further designate an agency of the state to carry out the provisions of any federal law relative to grants-in-aid to the State.