

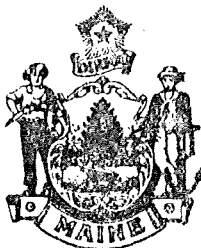
MAINE STATE LEGISLATURE

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JAMES E. TIERNEY
ATTORNEY GENERAL



STATE OF MAINE
DEPARTMENT OF THE ATTORNEY GENERAL
AUGUSTA, MAINE 04333

June 5, 1981

Honorable George L. Boyce
House of Representatives
State House
Augusta, Maine 04333

Dear Representative Boyce:

You have posed a question requiring interpretation of that portion of 4 M.R.S.A. § 115 which provides for the location of the quarters of the Superior and Supreme Judicial Court in county buildings and the duties of the counties to provide such quarters. The relevant language is as follows:

In each county, the place of holding court shall be located in a state, county or municipal building designated by the Chief Justice of the Supreme Judicial Court or his designee, who, with the advice and approval of the Bureau of Public Improvements, is empowered to negotiate, on behalf of the State, the leases, contracts and other arrangements he considers necessary, within the limits of appropriations and other funds available to the Supreme Judicial and Superior Courts, to provide suitable quarters, adequately furnished and equipped, for the Supreme Judicial or Superior Court in each county. The county commissioners in each county shall continue to provide for the use of the Supreme Judicial and Superior Courts such quarters, facilities, furnishings and equipment in existing county buildings as were in use on January 1, 1976, without charge.

4 M.R.S.A. § 115.

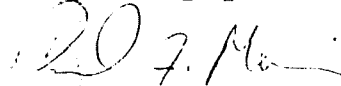
Your specific question is whether, in the absence of the kind of agreement described in the first sentence of the statute, the county

must provide custodial maintenance of the areas of a county building in which the Superior and/or Supreme Judicial Courts are quartered. Our answer is that in the circumstances you pose, the county must provide the courts with the same quarters and the same services as it did before January 1, 1976.

We read the first two sentences of § 115 as alternatives. If no "lease, contract or other arrangement" exists between the courts and the county, then the provisions of the second sentence prevail. Thus, in the absence of an agreement, the county is under a duty to provide to the courts that which it provided before January 1, 1976. We also think that, by the use of the language "quarters, facilities, furnishings and equipment," in the second sentence, the Legislature intended to encompass all of the services provided by the county to the courts, including custodial maintenance. Thus, we conclude that, if the county had provided custodial services in the areas of the county's building used by the courts prior to January 1, 1976, it must now continue to do so if it has not entered into an agreement with the courts pursuant to the first sentence of § 115.

We hope this information addresses your concern. If you have any further questions, please feel free to contact this office.

Very truly yours,



PAUL F. MACRI
Assistant Attorney General

PFM:mfe