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January 24, 2022

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Re: Regional School Unit 21 v. Town of Kennebunk and
Town of Arundel and Town of Kennebunkport
Docket No. CV-22-7

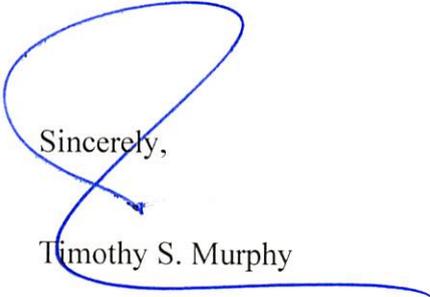
Dear Tamara:

Enclosed, please find the Answer for the Town of Kennebunkport in the above
referenced matter.

Thank you for your assistance on this matter.

*Also admitted in Massachusetts

Sincerely,



Timothy S. Murphy

Cc: Laurie Smith (Town Manager)
Natalie Burns, Esq.
Tom Danylik, Esq.
Russell Pierce, Esq.

STATE OF MAINE
YORK, SS.

SUPERIOR COURT
CIVIL ACTION
Docket No. CV-22-7

REGIONAL SCHOOL UNIT 21,	}
	}
Plaintiff,	}
	}
v.	}
	}
TOWN OF KENNEBUNK	}
	}
Defendant	}
	}
And	}
	}
TOWN OF ARUNDEL and TOWN OF	}
KENNEBUNKPORT,	}
	}
Parties-in-Interest	}
	}
	}

ANSWER OF PARTY IN INTEREST
TOWN OF
KENNEBUNKPORT

NOW COMES the Party in Interest, Town of Kennebunkport (“Kennebunkport”) which
Answers as follows:

INTRODUCTION

1. Kennebunkport denies that portion of Plaintiff’s allegation in Paragraph 1 of the Complaint that RSU 21 School Board Members are “not thereby subject to general Town Charter provisions addressing recall of Town elected officials.”

2. The allegations contained in Paragraph 2 of the Complaint relate only to the Defendant Town of Kennebunk, and on that basis Kennebunkport denies the allegations as to itself.
3. Kennebunkport admits the allegations contained in Paragraph 3 of the Complaint.
4. Kennebunkport admits the allegations contained in Paragraph 4 of the Complaint.
5. Kennebunkport admits the allegations contained in Paragraph 5 of the Complaint.

JURISDICTION AND VENUE

6. Kennebunkport admits the allegations contained in Paragraph 6 of the Complaint.
7. Kennebunkport admits the allegations contained in Paragraph 7 of the Complaint.

STATEMENT OF CLAIM

8. Kennebunkport admits the allegations contained in Paragraph 8 of the Complaint.
9. Kennebunkport admits the allegations contained in Paragraph 9 of the Complaint.

10. Kennebunkport admits the allegations contained in Paragraph 10 of the Complaint.

11. Kennebunkport, to the best of its knowledge, believes the allegations contained in Paragraph 11 of the Complaint are true, and upon the supposition Answers herein.

12. Kennebunkport, to the best of its knowledge, believes the allegations contained in Paragraph 12 of the Complaint are true, and upon the supposition Answers herein.

13. The allegations set forth in Paragraph 13 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

14. The allegations set forth in Paragraph 14 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

15. The allegations set forth in Paragraph 15 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

16. The allegations set forth in Paragraph 16 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

17. The allegations set forth in Paragraph 17 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

18. The allegations set forth in Paragraph 18 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

19. Kennebunkport denies the allegations contained in Paragraph 19 of the Complaint.

20. Kennebunkport admits the allegations contained in Paragraph 20 of the Complaint.

21. Kennebunkport admits the allegations contained in Paragraph 21 of the Complaint.

22. The allegations set forth in Paragraph 22 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

23. The allegations set forth in Paragraph 23 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

24. The allegations set forth in Paragraph 24 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

25. The allegations set forth in Paragraph 25 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

26. Kennebunkport has no knowledge as to the allegations contained in Paragraph 26 of the Complaint, and on that basis alone it denies them herein.

27. The allegations set forth in Paragraph 27 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

28. The allegations set forth in Paragraph 28 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

29. The allegations set forth in Paragraph 29 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

30. The allegations set forth in Paragraph 30 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

31. The allegations set forth in Paragraph 31 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

32. The allegations set forth in Paragraph 32 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

33. The allegations set forth in Paragraph 33 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

34. Kennebunkport has no knowledge as to the allegations contained in Paragraph 34 of the Complaint, and on that basis alone it denies them herein.

35. The allegations set forth in Paragraph 35 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

36. Kennebunkport has no knowledge as to the allegations contained in Paragraph 36 of the Complaint, and on that basis alone it denies them herein.

37. The allegations set forth in Paragraph 37 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

COUNT I DECLARATORY JUDGMENT

38. Kennebunkport repeats its Answers to Paragraphs 1 through 37 of the Complaint, as if more fully set out further herein.

39. Kennebunkport admits the allegations contained in Paragraph 39 of the Complaint.

40. Kennebunkport denies the allegations contained in Paragraph 40 of the Complaint.

41. Kennebunkport denies the allegations contained in Paragraph 41 of the Complaint.

42. Kennebunkport denies the allegations contained in Paragraph 42 of the Complaint.

43. Kennebunkport denies the allegations contained in Paragraph 43 of the Complaint.

44. The allegations set forth in Paragraph 44 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

45. The allegations set forth in Paragraph 45 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

46. The allegations set forth in Paragraph 46 the Complaint are legal and factual assertions that Kennebunkport does not know to be true, and on that basis it denies them herein.

47. Kennebunkport admits that part of Paragraph 47 of Complaint which notes that its Town Code does address “recalls,” but as to all other allegations it denies them herein.

48. Kennebunkport denies the allegations contained in Paragraph 48 of the Complaint.

COUNT II INJUNCTIVE RELIEF

49. Kennebunkport repeats its Answers to Paragraph 1 through 48 of the Complaint, as if more fully set forth herein.

50. Kennebunkport admits the allegations contained in Paragraph 50 of the Complaint.

51. Kennebunkport denies the allegations contained in Paragraph 51 of the Complaint.

52. Kennebunkport denies the allegations contained in Paragraph 52 of the Complaint.

53. Kennebunkport denies the allegations contained in Paragraph 53 of the Complaint.

54. Kennebunkport denies the allegations contained in Paragraph 54 of the Complaint.

55. Kennebunkport denies the allegations contained in Paragraph 55 of the Complaint.

56. Kennebunkport denies the allegations contained in Paragraph 56 of the Complaint.

57. Kennebunkport denies the allegations contained in Paragraph 57 of the Complaint.

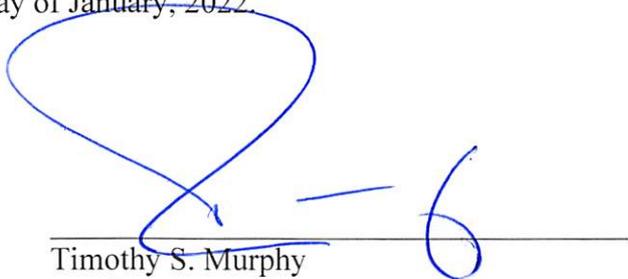
58. Kennebunkport denies the allegations contained in Paragraph 58 of the Complaint.

59. Kennebunkport denies the allegations contained in Paragraph 59 of the Complaint.

CONCLUSION

WHEREFORE, the Town of Kennebunkport prays the Court deny the injunctive relief sought by Plaintiff, and it prays the Court declare that a sitting Board Member of Regional School Unit 21 may be recalled from their elected Office.

Dated at Saco, Maine this ^{24th} ~~24~~ day of January, 2022.



Timothy S. Murphy
Bar #3973
Attorney for the Town of Kennebunkport

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