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January 21, 2022

Julie Howard, Manager of Operations
York County Superior Court
P.O. Box 160
Alfred, ME 04002

Re: Regional School Unit 21 vs. Town of Kennebunk, et als.
Civil Action, Docket No. ALFSC-CV-2022-

Dear Julie:

Enclosed herewith please find the undersigned's Entry of Appearance on behalf of Party-in-Interest Town of Arundel. Also enclosed is Party-in-Interest Town of Arundel's Answer to Plaintiff's Complaint.

Thank you for your attention to this matter.

Very sincerely yours,



THOMAS DANYLIK
Maine Bar No. 1596

TD:amj

Enclosures

Copies to: Russell B. Pierce, Jr., Esquire (via email)
Natalie L. Burns, Esquire (via email)
Timothy S. Murphy, Esquire (via email)
Keith Trefethen, Town Manager (via email)

STATE OF MAINE
YORK, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. ALFSC-CV-2022-

REGIONAL SCHOOL UNIT 21,)
)
 PLAINTIFF)
)
 vs.)
)
 TOWN OF KENNEBUNK,)
)
 DEFENDANT)
)
 and)
)
 TOWN OF ARUNDEL and TOWN OF)
 KENNEBUNKPORT,)
)
 PARTIES-IN-INTEREST)

PARTY-IN-INTEREST
TOWN OF ARUNDEL'S
ANSWER TO PLAINTIFF'S
COMPLAINT

NOW COMES Party-in-Interest Town of Arundel, by and through its attorneys Woodman Edmands Danylik Austin Smith & Jacques, P.A., and hereby answers the Plaintiff's Complaint for Declaratory Judgment and Injunctive Relief as follows:

INTRODUCTION

1.2. In that the statements and allegations recited in paragraphs 1 and 2 of Plaintiff's Complaint are a recitation of its request for relief against Defendant Town of Kennebunk and the alleged basis therefor, the Party-in-Interest Town of Arundel is not required to provide a response thereto.

PARTIES and STANDING

3.4.5. Party-in-Interest Town of Arundel admits the allegations contained in paragraphs 3, 4 and 5 of Plaintiff's Complaint.

JURISDICTION and VENUE

6.7. Party-in-Interest Town of Arundel states that paragraphs 6 and 7 of Plaintiff's Complaint are statutory references or legal conclusions to which no response by it is required or made.

STATEMENT OF CLAIM

8.-37. Paragraphs 8 through 37 of Plaintiff's Complaint contains recitations of statutory authority, reorganizational plan provisions, municipal charter provisions and the content of certain affidavits that either speak for themselves or are legal conclusions, or otherwise relate to Defendant Town of Kennebunk, all of which require no response by Party-in-Interest Town of Arundel.

COUNT I – DECLARATORY JUDGMENT

38. Party-in-Interest Town of Arundel repeats and realleges its answers to the allegations contained in paragraphs 1 through 37 of Plaintiff's Complaint all as if more fully set forth herein.

39.-48. Paragraphs 39 through 48 of Plaintiff's Complaint contains recitations of statutory authority, reorganizational plan provisions, municipal charter provisions and either speak for themselves or are legal conclusions, or otherwise relate to Defendant Town of Kennebunk, all of which require no response by Party-in-Interest Town of Arundel.

COUNT II – INJUNCTIVE RELIEF

49. Party-in-Interest Town of Arundel repeats and realleges its answers to the allegations contained in paragraphs 1 through 48 of Plaintiff's Complaint all as if more fully set forth herein.

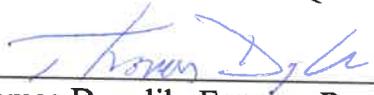
50.-59. Paragraphs 50 through 59 of Plaintiff's Complaint are allegations or requests for relief directed primarily, if not exclusively, against the Defendant Town of Kennebunk, and as such, no response is required by Party-in-Interest Town of Arundel.

WHEREFORE, Party-in-Interest Town of Arundel requests that Plaintiff's Complaint as to it be dismissed given that its charter provision, as currently constituted, does not apply to school board directors and that all requests for relief are directed to

Defendant Town of Kennebunk, for its costs, and for such other and further relief as this Court deems just and proper.

Dated at Biddeford, Maine this 21st day of January, 2022.

WOODMAN EDMANDS DANYLIK
AUSTIN SMITH & JACQUES, P.A.

By: 

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