

CORY GUIMOND et al.

v.

CITY OF EASTPORT et al.

Argued November 7, 2019
Decided November 14, 2019

Panel: SAUFLEY, C.J., and ALEXANDER, MEAD, GORMAN, JABAR, HJELM, and HUMPHREY, JJ.

MEMORANDUM OF DECISION

Cory Guimond appeals from a summary judgment entered by the Business and Consumer Docket (*Duddy, J.*) in favor of the City of Eastport on Guimond's complaint for negligent misrepresentation, intentional misrepresentation, intentional interference with contractual relations, and negligent infliction of emotional distress.¹

Contrary to Guimond's contentions, the parties' summary judgment filings reveal no genuine dispute of material fact, and we discern no error of law in the trial court's thorough and well-reasoned judgment concluding that Guimond's claims were barred by operation of the Maine Tort Claims Act, 14 M.R.S. §§ 8103, 8104-A, 8104-B (2018). *See Searle v. Town of Bucksport*, 2010 ME 89, ¶ 9, 3 A.3d 390 ("The immunity exceptions [including the public

¹ Guimond and the City are referred to individually for simplicity. Additional parties to this action are plaintiff/appellant Millennium Marine USA and defendants/appellees present or former City of Eastport officials Elaine Abbott, Gilbert Murphy, Jan Finley, Mary Repole, Roscoe Archer III, and Scott Emery.

building exception] are strictly construed so as to adhere to immunity as the general rule.”); *New Orleans Tanker Corp. v. Dep’t of Transp.*, 1999 ME 67, ¶ 5, 728 A.2d 673 (“We have consistently required the strict construction of the exceptions to immunity since the enactment of the MTCA.”).² Additionally, we find no merit in Guimond’s argument that he was unduly prejudiced by the denial of his motion to amend his complaint. *See Efstathiou v. Aspinquid, Inc.*, 2008 ME 145, ¶ 21, 956 A.2d 110.

The entry is:

Judgment affirmed.

Jeremiah W. Rancourt, Esq. (orally), Law Office of Joseph M. Baldacci, Bangor, for appellants Cory Guimond et al.

Amy K. Olfene, Esq. (orally), and Edward R. Benjamin, Jr., Esq., Drummond Woodsum, Portland, for appellees City of Eastport et al.

Business and Consumer Docket vbdocket number CV-2018-52
FOR CLERK REFERENCE ONLY

² Guimond’s argument that his causes of action, pled as tort claims, should be recharacterized as contract claims avails him little. Absent explicit waivers or statutory exceptions that are not referenced in the record, sovereign immunity would bar such contract claims against the City. *See Drake v. Smith*, 390 A.2d 541, 542-46 (Me. 1978).