

IN THE CIRCUIT COURT FOR LOUDON COUNTY, TENNESSEE

TOWN OF GREENBACK,)	
)	
<i>Plaintiff</i>)	
)	
VS.)	<u>No. 19-CV-35</u>
)	
)	
GREENBACK VOLUNTEER)	
FIRE DEPARTMENT, INC., and)	
THOMAS PEELER,)	
)	
<i>Defendant</i>)	

ANSWER AND COUNTER-COMPLAINT

COMES NOW, the Greenback Volunteer Fire Department (hereinafter GBVFD), by and through counsel to hereby file it's Answer and Counter-Complaint in accordance with the Tennessee Rules of Civil Procedure, and hereby states as follows:

1. The allegations of paragraph one of the Complaint are admitted.
2. The allegations in paragraph two of the Complaint are admitted.
3. The allegations of paragraph three are admitted in part and denied in part. It is admitted that Tom Peeler may be served with process at the referenced address, but it is adamantly denied his term as mayor ended Nov. 20, 2018- with strict proof being demanded.

4. Upon information and belief the allegations in paragraph four of the Complaint are admitted , but trying to declare the referenced deeds as void is without proper basis.

5. All allegations in paragraph five, upon information and belief, are hereby denied.

6. All allegations in paragraph six are denied, but it is also asserted the attempt by the City to in essence bring litigation against its agents and to the detriment of the GBVFD that was in reliance upon the Plaintiff; is tantamount to the Plaintiff bringing an action in part against itself. Further, this action is filed in a Court that is improper for Jurisdiction in this matter, as the Defendant objects.

Additionally, the allegations in paragraph six are somewhat irrelevant to any action of this nature regarding the Town's assertions of Co-defendant's maliciousness, falsities, or reckless disregard toward any entity or thing when the governing body authorized said conveyance. These are allegations without rational legal basis. For these reasons the Defendant moves to strike these false libelous allegations against the Co-defendant. Further, the only party to this lawsuit that has suffered damages by this lawsuit filed by the Plaintiff is GBVFD that expended monies in reliance upon Greenback's governing body.

ALL ALLEGATIONS NOT FULLY ADDRESSED HEREIN, ARE HEREBY DENIED.

WHEREFORE, the Defendant GBVFD moves this matter be dismissed based upon the following grounds:

A) This legal action is without merit or legal basis.

B) Pursuant to TRCP 12.06 the claim fails to state any claims upon which legal relief can be granted.

C) The action has been filed in a venue subject to the Doctrine of Forum Non-conveniens and proper jurisdiction pursuant to TRCP , the Tennessee Code, and common law.

COUNTER-COMPLAINT

COMES NOW, The Greenback Volunteer Fire Department to hereby file its Counter-Complaint against the Town of Greenback hereinafter, known as the Counter Defendant in the event jurisdiction exists despite objection, and would state as follows:

1) The Counter Defendant is located as referenced and so incorporated in the above styled complaint, and may be served with process at same.

2) The Counter Plaintiff's address is heretofore also incorporated by reference as listed in the Complaint.

3) On or about 2018 the GBVFD and the Town of Greenback had been progressively engaging in talks and actions for the GBVFD to acquire the property that is the subject of the Complaint filed by the Counter-Defendant. Thereafter, the Counter-Defendant was authorized by resolution to convey the property, with the description herein incorporated by reference, in the Complaint filed by the Town of Greenback. Due to the approval and passage by the Resolution to convey said property to the GBVFD, the Counter-Plaintiff engaged in monetary efforts, costs, and other monies to acquire such property in reliance upon the Town of Greenback and the ratification transfer through its City Council, to acquire property that is the subject

matter of this litigation.

4) As a results of these actions by the Town of Greenback and their City Council the GBVFD reasonably relied upon the actions of all representatives of the Town of Greenback and lawfully accepted the property in question by deed on or about December 28, 2018. Further, in order to receive property in consideration their to the GBVFD paid various amounts of monies that constitute consideration, and thousands of dollars in reliance to acquire such property by the Town of Greenback governing body.

Wherefore, The Counter-Defendant prays that the Counter-Plaintiff be entitled to recover all damages expended based upon its reliance that the City would be a good Municipal Citizen and honor the contractual promise and word of it's governing body, be awarded money for aggravation, inconvenience, reputational damages, and the monies lost as a result of the City's actions in an amount fair not to exceed Two hundred and fifty thousand dollars.

Respectfully Submitted this 23rd day of April, 2019.


James K. Scott
BPR# 016893
625 Market St., 14th Floor
Knoxville, TN, 37902

CERTIFICATE OF SERVICE

I, James K. Scott, hereby certify that a true and exact copy of the foregoing Notice, has been served upon the following via hand delivery, U.S. mail, fax and/or email:

Melanie E. Davis, BPR #017947
Attorney for the Town of Greenback
KIZER & BLACK ATTORNEYS
217 E. Broadway Ave.
Maryville, Tennessee 37804
This 22nd day of April, 2019.

Keith Alley
P.O.Box 22190
9700 Westland Drive, Ste. 103
Knoxville, TN 37933

This 23rd day in April, 2019.

James K. Scott

A handwritten signature in black ink, consisting of a large, stylized 'S' shape with a loop at the top and a horizontal stroke at the bottom, positioned over a horizontal line.