**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| **In re:**<br><br>**WELDED CONSTRUCTION, L.P.,**<br><br>**DEBTOR,** | **Chapter 11**<br><br>**Case No. 18-12378 (CSS)**<br><br>**(Jointly Administered)** |
| **SUNBELT TRACTOR & EQUIPMENT COMPANY, INC.**<br><br>**Plaintiff,**<br><br>**v.**<br><br>**COLUMBIA GAS TRANSMISSION, LLC, TRANSCANADA USA SERVICES INC, and WELDED CONSTRUCTION, LP**<br><br>**Defendants.** | **Adv. Pro. No. 20-50446 (CSS)**<br><br>**Adv. Pro. No. 20-50448 (CSS)** |

## ANSWER TO COUNT IV OF PLAINTIFF'S COMPLAINT

Columbia Gas Transmission, LLC ("CGT") and Transcanada USA Services, Inc. ("Transcanada") (collectively "CGT Defendants") file this Answer to Count IV of Plaintiff's Complaint.

### PARTIES

1. Admit on information and belief.

2. Admit

3. Admit.

4. CGT Defendants admit to the allegations contained in the first two sentences of this paragraph. The allegations contained in the third sentence of this paragraph contain legal conclusions to which no response is required.

5. CGT Defendants repeat and restate the answers contained in Paragraphs 1-4 above, as if set forth fully herein.

6. CGT Defendants admit that Plaintiff Sunbelt Tractor & Equipment Company, Inc. ("STE") furnished and delivered certain equipment and machinery to Welded, but are without sufficient information to admit or deny the remaining allegations in this paragraph, and therefore deny the same.

7. CGT Defendants admit that CGT is the owner of the real property and fixtures constituting the Mountaineer Xpress Pipeline project ("MXP"). CGT Defendants also admit that Welded served as a contractor on Spread 1 of MXP. CGT Defendants deny all other allegations in this paragraph.

8. CGT Defendants admit to the description and location of Spread 1 of MXP and admit that CGT owns Spread 1 of MXP. CGT Defendants are without sufficient information to admit or deny the remaining allegations in this paragraph, and therefore deny the same.

9. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

10. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

11. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

12. This paragraph contains conclusions of law to which no response is required.

**FACTUAL ALLEGATIONS**

13. CGT Defendants repeat and restate the answers contained in Paragraphs 1-4 above, as if set forth fully herein.

14. CGT Defendants admit that STE supplied Welded with equipment, but are without sufficient information to admit or deny the remaining allegations in this paragraph, and therefore deny the same.

15. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

16. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

17. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

18. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

19. CGT Defendants admit that the mentioned liens were filed. CGT Defendants are without sufficient information to admit or deny the remaining allegations in this paragraph, and therefore deny the same.

20. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

**COUNT I**
**BREACH OF CONTRACT / WELDED BANKRUPTCY**

21-31. The allegations contained in Paragraphs 21-31 of the Complaint are not addressed to CGT Defendants, and therefore no response is required.

**COUNTS II AND III**
**UNJUST ENRICHMENT - COLUMBIA AND TRANSCANADA**

32-37. The allegations contained in Paragraphs 32-37 of the Complaint have been dismissed by prior order. No response is required.

**COUNT IV**
**ENFORCEMENT OF MECHANIC'S LIEN**

38. CGT Defendants restate the allegations contained in the previous paragraphs as if fully stated herein.

39. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

40. CGT Defendants admit the lien was filed, but are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

41. This paragraph contains conclusions of law to which no response is required.

42. CGT Defendants are without sufficient information to admit or deny the allegations in this paragraph, and therefore deny the same.

43. This paragraph contains conclusions of law to which no response is required.

44. Admit on information and belief.

45. CGT Defendants deny that the stated amount remains due and owing at the time of filing of Plaintiff's Complaint.

46. CGT Defendants deny Plaintiff is entitled to the recovery that it seeks. CGT Defendants are without sufficient information to admit or deny the remaining allegations in this paragraph, and therefore deny the same. CGT Defendants also deny any allegations not otherwise addressed herein.

**DEFENSES TO COUNT IV OF PLAINTIFF'S COMPLAINT**

47. The Complaint fails to state a claim upon which relief can be granted as to CGT Defendants.

48. Transcanada is an improper party to this lawsuit, as it does not own the real property upon which Plaintiff has filed a lien.

49. Plaintiff's claims against CGT Defendants fail because CGT Defendants are not the proximate or actual cause of any damages Plaintiff claims to have suffered.

50. Plaintiff's lien against CGT Defendants' property contains amounts Plaintiff never incurred in connection with work or services provided for CGT Defendants' property.

51. The recovery which EPS seeks is not permissible by law, as Plaintiff is not appropriately licensed or otherwise legally entitled to recover on its lien action.

52. Plaintiff's claims against CGT Defendants are or may be barred, in whole or in part, by the doctrines of laches, estoppel, accord and satisfaction, failure of consideration, unclean hands, setoff, and/or recoupment.

53. Plaintiff's claim has been waived and/or released, in whole or in part.

54. Plaintiff's claims against CGT Defendants are or may be barred, in whole or in part, because Plaintiff failed to properly mitigate its damages.

55. CGT Defendants reserve the right to assert any defense authorized under West Virginia and/or federal law, and to add such further defenses or affirmative defenses as may be revealed in the course of further proceedings.

**WHEREFORE,** CGT Defendants demand that the Court dismiss all of Plaintiff's requests for relief in paragraphs (a) through (h) of its prayer for relief. CGT Defendants request that this Court dismiss STE's Complaint on the merits and with prejudice, and that CGT be awarded costs, including attorneys' fees, in defense thereof. CGT Defendants requests that the Court also award CGT Defendants all other relief, legal and equitable, to which they are justly entitled.

Date: March 3, 2020

**ARCHER & GREINER, P.C.**

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**CERTIFICATE OF SERVICE**

I David W. Carickhoff, hereby certify that on March 3, 2020, I caused true and correct copies of the *Answer to Count IV of Plaintiff's Complaint* to be served on all parties named in the attached service list in the manner indicated.

Date: March 3, 2020

**ARCHER & GREINER, P.C.**

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