THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM LAURENS COUNTY
Court of Common Pleas

J. Cordell Maddox, Jr., Circuit Court Judge

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C.A. No.: 2011-CP-30-309

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Commissioners of Public Works of City of Laurens, South Carolina, also Known as the Laurens Commission of Public Works, ........................................................................ Respondent,

v.

City of Fountain Inn, South Carolina, ................................................................ Appellant.

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**BRIEF OF APPELLANT**

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## STATEMENT OF ISSUES ON APPEAL

1. Did the trial court err in finding that the Laurens Commission of Public Works ("LCPW"), a municipal provider of natural gas, could exclude the City of Fountain Inn ("Fountain Inn") from providing natural gas service to customers located outside the boundaries of either city pursuant to S.C. Code Ann. § 5-7-60?

## STATEMENT OF THE CASE

LCPW brought this action on March 30, 2011 seeking a determination as to whether it had established a designated service area under S.C. Code Ann. § 5-7-60 for the provision of natural gas services in an area located outside the boundaries of Fountain Inn or Laurens. (R. at 18-27). It further sought an injunction barring Fountain Inn from providing natural gas service within that area without the permission of LCPW.[1] Fountain Inn answered and denied that LCPW had established or could establish a designated service area in the manner set forth in the Complaint and that any agreement purporting to do so was not adopted by resolution by the applicable governing bodies, was *ultra vires* and unenforceable, was unsupported by consideration, did not reflect a meeting of the minds, was illegal, and was barred by the doctrine of unclean hands. (R. at 28-36).

The parties filed cross-motions for summary judgment. (R. at 37-38; 39-44). LCPW argued that it had established a dedicated service area pursuant to § 5-7-60 and that it could exclude Fountain Inn from providing natural gas services within that area. (R. at 39-44). Fountain Inn, on the other hand, argued that LCPW could not establish its claimed designated service area, either as a matter of law or as a matter of contract. (R. at 37–38; 45-136). After a hearing on April 24, 2013, both motions were denied. (R. at 6).

This matter was tried before the Hon. J. Cordell Maddox, Jr. on March 20, 2014. Prior to trial, each party submitted a pre-trial brief addressing its legal arguments. (R. at 137-146; 147-159). At the close of the evidence, the trial court provided the parties the

[1] The Complaint alleges causes of action for breach of contract and promissory estoppel; those claims, however, were withdrawn at trial. (R. at 9, n. 3; 324:14-329:19).

opportunity to submit post-trial briefings. (R. at 341:5-346:13; 173-235). After receiving these materials, the trial court issued an order dated September 24, 2014 ("Order"). (R. at 7-16). In the Order, the trial court declared that "LCPW has complied with the requirements to establish a territory on the southern and eastern side of the boundary line on the 1992 map as the LCPW's designated service area for a particular service, natural gas, under S.C. Code Ann. § 5-7-60." (R. at 15). The trial court further declared that Fountain Inn "may not provide natural gas service in that area without the consent of LCPW." (*Id.*).

After receiving the Order on September 29, 2014, Fountain Inn served a timely motion to alter or amend on October 8, 2014. (R. at 229-231). The motion incorporated the Fountain Inn's arguments at trial and its briefings to the trial court. The motion challenged the structure of the Order, including the absence of findings of fact and conclusions of law, and raised several arguments with respect to the specific language in the Order. (*Id.*) The trial court denied the motion without a hearing by order dated August 13, 2015. (R. at 17). Fountain Inn received written notice of the entry of this order on August 21, 2015 and timely served a notice of appeal on September 2, 2015.

## FACTS

LCPW is the entity established by the City of Laurens to provide combined utility services, including water, sewer, electricity, and natural gas. (R. at 7; 290:4-6). It is dependent on the City of Laurens for bond funding. (R. at 290:21-23). It is not a creature of Laurens County, nor is it a public service district. Fountain Inn also provides natural gas services. Both LCPW and Fountain Inn purchase natural gas from the Transco pipeline located within Fountain Inn. (R. at 265:14-266:14; 316:21-317:5; 326:22-25).

Both parties provided service along the I-385 corridor for years. (*See* R. at 254:10-255:6). Over the years and as admitted by counsel for LCPW at trial, the gas managers for the respective parties discussed establishing a boundary between them; however, no such agreement was ever formalized. (R. at 8; 241:20-25). In 1992, as part of these discussions, the gas manager for LCPW attempted to draw a line on a map which purported to be the "boundary line" (the "1992 Map"). (R. at 349-351). After that time, the testimony was only that the parties generally attempted to respect the line.[2] (R. at 258:2-5; 259:23-260:2). The testimony further reflects that there were exceptions to which entity provided service on which side of the line and that there were disagreements about where the alleged boundary line ran. (R. at 263:25-264:9; 322:6-13; 331:20-332:16; 371). As noted by the trial court, there was overlap along the alleged boundary line. (R. at 8).

In 2011, the Laurens County Development Corporation ("LCDC") announced plans for a new industrial park located about three miles from Fountain Inn (fifteen miles from the City of Laurens). (R at 329:2-6). The proposed industrial park is situated on the LCPW side of the alleged boundary line. This area of northern Laurens County was largely undeveloped. (R. at 315:12-18; 331:12-16). There was no testimony that either party had contracts with customers inside the area of the proposed industrial park at the time of the announcement. (*See* R. at 286:11-13). Moreover, Fountain Inn was asked to submit a bid to provide natural gas service by the developer of one of the projects within the proposed industrial park. (R. at 329:22-330:5). As such, Fountain Inn felt it was free

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[2] As testified by a former LCPW general manager, "it's a difficult line to follow, but we try to, yes, sir." (R. at 283:10-20).

to compete for this new business. (R. at 331:1-16). LCPW brought this action to prevent that competition.

Both LCPW and Fountain Inn built new service lines to serve the new industrial park. (R. at 338:25-339:8). At the time of trial, both Fountain Inn and LCPW had a contract to serve and were serving a customer in the new industrial park. (R. at 284:25-285:18; 357-361).

## STANDARD OF REVIEW

On appeal from a declaratory judgment action, the Court looks to the basis of the claim for declaratory relief to determine whether the case is legal or equitable in nature. *Gordon v. Colonial Ins. Co.,* 342 S.C. 152, 155, 536 S.E.2d 376, 378 (Ct. App. 2000). Here, the root of the underlying claim is for statutory construction and an injunction. As such, the case should be reviewed under the standard of review applicable in equity. *Doe v. S. Carolina Med. Malpractice Liab. Joint Underwriting Ass'n*, 347 S.C. 642, 645, 557 S.E.2d 670, 672 (2001). Therefore, this Court may rule according to its own view of the law and of the preponderance of the evidence. *Townes Assocs. Ltd. v. Greenville*, 266 S.C. 81, 85, 221 S.E.2d 773, 775 (1976); *Wiedemann v. Town of Hilton Head Island,* 344 S.C. 233, 236, 542 S.E.2d 752, 753 (Ct. App. 2001) ("Actions for injunctive relief are equitable in nature. In equitable actions, the appellate court may review the record and make findings of fact in accordance with its own view of a preponderance of the evidence.").

## ARGUMENTS

### I. The parties' ability to serve outside their own municipal limits is limited.

As a general rule, the powers of a municipality are limited to the area within its municipal limits. *See* S.C. Code Ann. § 5-7-30 ("Each municipality . . . may enact

regulations, resolutions, and ordinances, . . . *including the exercise of powers* in relation to roads, streets, markets, law enforcement, health, and order *in the municipality* or respecting any subject which appears to it necessary and proper for the security, general welfare, and convenience *of the municipality* or for preserving health, peace, order, and good government *in it* . . . ."). As set forth in *Childs v. City of Columbia*, 87 S.C. 566, 570, 70 S.E. 296, 298 (1911),

> All powers and privileges conferred by the Constitution and statutes on municipal corporations must be held to be limited in their exercise to the territory embraced in the municipal boundaries and for the benefit of the inhabitants of the municipality, unless the Constitution or statute expressly provides that such powers and privileges may be exercised beyond the corporate boundaries, or for the benefit of nonresidents.

LCPW argues that it has a "designated service area" and the right to exclude Fountain Inn from that area by operation of S.C. Code Ann. § 5-7-60, which was enacted as part of Home Rule (Act No. 283, 1974 S.C. Acts 724). This statute reads, in pertinent part, as follows:

> Any municipality may perform any of its functions, furnish any of its services . . . and make charges therefor and may participate in the financing thereof in areas outside the corporate limits of such municipality by contract with any individual, corporation, state or political subdivision or agency thereof or with the United States Government or any agency thereof, subject always to the general law and Constitution of this State regarding such matters, except within a designated service area for all such services of another municipality or political subdivision . . . . For the purposes of this section designated service area shall mean an area in which the particular service is being provided or is budgeted or funds have been applied for as certified by the governing body thereof. *Provided,* however, the limitation as to service areas of other municipalities or political subdivisions shall not apply when permission for such municipal operations is approved by the governing body of the other municipality or political subdivision concerned.

Pursuant to this section, a municipality may provide services outside its city limits by contract unless the customer is located within the designated service area of another municipality or political subdivision.

A city is not required to serve customers outside its limits. 12 McQuillin Mun. Corp. § 34:108 (3d ed.), *citing Childs, supra.* When it undertakes to do so by contract, a city is not required to charge reasonable rates but rather "is to be guided by the best interests of the municipality and has an obligation to sell [its service] for the highest price obtainable." *Calcaterra v. City of Columbia*, 315 S.C. 196, 197, 432 S.E.2d 498, 499 (Ct. App. 1993). Any duties to customers located outside the municipal limits "arise only by contract." *Sloan v. City of Conway*, 347 S.C. 324, 330-31, 555 S.E.2d 684, 687 (2001).

**A. LCPW has not established a designated service area.**

This case involves the ability of Fountain Inn and LCPW to contract with customers located outside their respective boundaries. Neither party has governing authority in this unincorporated area of Laurens County.

LCPW has taken the position that it has a designated service area that expands to cover most of Laurens County, and as such, it can exclude any other municipal natural gas providers from that area.[3] Fountain Inn disagrees and contends both parties have the ability to contract with customers to provide natural gas in the disputed area.

As set forth in § 5-7-60, a designated service area is "an area in which the particular service is being provided or is budgeted or funds have been applied for *as certified by the governing body thereof.*" (Emphasis added). This language makes it

[3] As acknowledged by the trial court, municipal providers can and do compete with private natural gas companies. (R. at 14, *citing Glendale Water Corp. of Florence v. City of Florence*, 274 S.C. 472, 474, 265 S.E.2d 41, 42 (1980)). Fountain Inn competes with Piedmont Natural Gas, and in those cases, the customer has a choice of providers. (R. at 334:17-25).

clear that the applicable governing body is that which has governing authority over the area in question. Here, that would be Laurens County. Therefore, to trigger the designated service area portion of the statute, Laurens County would need to certify that natural gas service is already being provided in the area or that funds have been budgeted or applied for.

In this scenario, Laurens County Council would be politically accountable with respect to the service provided and any rates charged. This is consistent with the general principles of Home Rule. S.C. Const. art. VIII, § 7 ("The General Assembly shall provide by general law for the structure, organization, powers, duties, functions, and the responsibilities of counties."); *Knight v. Salisbury*, 262 S.C. 565, 569, 206 S.E.2d 875, 876 (1974) ("Article VIII reflects a serious effort upon the part of the electorate and the General Assembly to restore local government to the county level."); *see generally* Pierce T. MacLennan, Comment, A Long Way from Home: Slow Progress Toward "Home Rule" in South Carolina and a Path to Full Implementation, 64 S.C. L. Rev. 781 (2013) (discussing Home Rule's intent to give counties greater power in local government matters).

LCPW, on the other hand, is not politically accountable to customers outside the City of Laurens, and is not even required to charge a reasonable rate for its services, but rather is guided by its obligations to maximize its rates for the benefit of the residents of the City of Laurens. Given this background, it is nonsensical that LCPW could proclaim a monopoly over most of Laurens County, an area for which it is not politically accountable and over which there is no limit to what it can charge customers. This leaves customers without a choice, either practically or politically. This cannot have been the

intent of the General Assembly. Accordingly, the trial court erred in determining that the City of Laurens or the LCPW, and not Laurens County, was the appropriate governing entity to certify as to the disputed area.

In addition, the evidence showed that LCPW has not budgeted funds specifically for the purpose of providing service in the area where the new industrial park is located. Instead, it has budgeted funds to maintain a safe and consistent supply of gas to the City of Laurens and all LCPW customers. (R. at 265:14-266:14). Coincidentally, those transmission lines cross northern Laurens County on their way to the Transco pipeline located within Fountain Inn. (*Id.*). Under LCPW's logic, it has also budgeted funds to provide natural gas service within Fountain Inn by virtue of having its transmission line there. Quite simply, LCPW has expended funds to get natural gas from the pipeline located in Fountain Inn to the City of Laurens, which required running lines through northern Laurens County. This does not mean all of the area located between Fountain Inn and the City of Laurens is LCPW's designated service area.

This is not a case where two competing bodies are attempting to govern the same area.[4] Rather, it is a case where two municipal entities seek to contract to provide natural gas service to customers located outside their respective boundaries. As set forth above, a municipality can only extend its services outside its boundaries via contracts.

A review of the cases construing § 5-7-60 emphasizes the contractual nature of service outside municipal limits. *See Sloan v. City of Conway*, 347 S.C. 324, 328, 555 S.E.2d 684, 686 (2001) ("South Carolina Code Ann. § 5–7–60 (1976), which was enacted as part of the Home Rule Amendment, provides generally that a municipality may

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[4] Therefore, cases like *Wagener v. Smith*, 221 S.C. 438, 71 S.E.2d 1 (1952), which treat the issue of two parties seeking to govern the same area are inapplicable.

contract to furnish and charge for any of its services outside its corporate limits."); *Calcaterra v. City of Columbia*, 315 S.C. 196, 197, 432 S.E.2d 498, 499 (Ct. App. 1993) ("South Carolina Code Ann. § 5-7-60 (1976) provides: Any municipality may perform any of its functions, furnish any of its services ... and make charges therefor ... in areas outside the corporate limits of such municipality by contract with any individual...."); *Carolina Power & Light Co. v. Darlington Cnty.*, 315 S.C. 5, 8, 431 S.E.2d 580, 582 (1993) (quoting *City of Darlington v. Kilgo*, 302 S.C. 40, 43, 393 S.E.2d 376, 378 (1990) and finding that "[the] legislative intent [of §§ 4–19–10 and 5–7–60] was to allow municipalities to continue to offer fire protection service in areas previously served under *contract,* and that such areas could not be included in any county district plan without prior agreement with the municipality."). Here, Fountain Inn's argument comports with this basic rule. Both LCPW and Fountain Inn should be free to contract in this area as it does not fall within a designated service area. This competition would protect customers from being charged unreasonable rates by a monopolist that is not politically accountable to those customers.

### B. The cases cited by the trial court do not support a ruling that LCPW has established a designated service area for purposes of S.C. Code Ann. § 5-7-60.

The trial court relied on two cases in its discussion of designated service areas, each of which is distinguishable from the instant case.[5] These cases, when read as a whole, support Fountain Inn's arguments.

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[5] The trial court also cited *Mathis v. Hair*, 358 S.C. 48, 594 S.E.2d 851 (Ct. App. 2002). *Mathis*, however, does not arise under § 5-7-60, and the trial court failed to provide the full context for the citation, which is as follows:

> Section 5–7–60 provides in part that any municipality may provide its services outside its corporate limits by contract, and the statute defines a

The first, *Spartanburg Sanitary Sewer Dist. v. City of Spartanburg*, 283 S.C. 67, 321 S.E.2d 258 (1984), involved a city that sought to expand its services outside its city limits and within the Spartanburg Sanitary Sewer District ("Sewer District"), a governmental entity created by the General Assembly for the defined purpose of providing sewer service within its defined boundaries (Act No. 1503, 1970 S.C. Acts 3336). The Sewer District, as the governing body for the provision of sewer services within its boundaries, provided evidence that it had constructed lines to handle all the wastewater needs within the Sewer District's boundaries. *Id.* at 71-72, 321 S.E.2d at 261-62. The Supreme Court found this met the "designated service area" definition provided in S.C. Code Ann. § 5-7-60. *Id.* at 72, 321 S.E.2d at 261. LCPW could make similar arguments if Fountain Inn sought to provide services within the City of Laurens; however, in this case, LCPW is not the governing body with respect to the area in question. Therefore, it has not established a designated service area.

The trial court also cited *City of Darlington v. Kilgo*, 302 S.C. 40, 393 S.E.2d 376 (1990). In that case, two cities, Hartsville and Darlington, were each providing fire protection services by contract within a five mile radius of their respective city limits. *Id.* at 42, 393 S.E.2d at 377. Darlington County sought to include these areas in a new county-wide fire protection district ("District"), which was to include all unincorporated areas of the county. *Id.* Balancing both a fire protection statute and § 5-7-60, the

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> designated "service area" to mean the area in which a particular service is being provided. S.C. Code § 5–7–60 (1977); *see also City of Darlington v. Kilgo,* 302 S.C. 40, 43, 393 S.E.2d 376, 378 (1990) (area outside cities' boundaries that cities provided limited fire protection to pursuant to contract was a "service area" of the cities and thus could not be included in the county fire district plan without prior agreement with Fountain Inn).

*Id.* at 53, 594 S.E.2d at 854. Thus, *Mathis* is consistent with Fountain Inn's arguments relating to § 5-7-60 and *City of Darlington.*

Supreme Court upheld the cities' contracts within the disputed area, holding "[i]t is our view that S.C. Code § 4-19-10(b) protects the rights of cities and customers who have contracted for fire protection under § 5-7-60 and that, in the absence of an agreement, newly created county fire districts must exclude areas served by cities under contract." *Id.* at 43, 393 S.E.2d at 378.

The Supreme Court later clarified the significance of contracts in the companion case of *Carolina Power & Light v. Darlington Cnty.*, 315 S.C. 5, 431 S.E.2d 580 (1993). In that case, a customer located within the District sought to be excluded from the District and any tax obligations it imposed. *Id.* at 7-8, 431 S.E.2d at 581. As framed by the Supreme Court, the only question was "whether CP & L had a valid contract for fire protection service which would prevent the inclusion of CP & L in the new Darlington Fire Protection District under S.C. Code Ann. §§ 4–19–10 and 5–7–60 (1976)." *Id.* at 8, 431 S.E.2d at 582. In answering that question, the Court stated, "the statutes as interpreted in *Kilgo, supra,* clearly require a valid contract with Fountain Inn to avoid inclusion in the [District]." *Id.* "By necessity, it is required that a contract be in existence to prevent an encroachment by a county fire district when boundaries are established." *Id. at* 9, 431 S.E.2d at 582. Similarly, in *City of Spartanburg v. Cnty. of Spartanburg*, 303 S.C. 393, 394-95, 401 S.E.2d 158, 159 (1991), the Supreme Court distinguished *City of Darlington* and found that a city could not challenge the creation of a special taxing district to provide fire protection services outside the city's limits with respect to a former city customer with which the city no longer had an existing agreement.

Thus, the inquiry in these cases focuses on customer contracts and protection of existing customer rights. The evidence in this case shows that neither party had existing contracts within the proposed industrial park; thus, either party should be free to pursue those customers pursuant to § 5-7-60.

Municipalities do not have the power to divide territory outside their corporate boundaries. They may enter contracts as allowed by § 5-7-60 and other statutes, but otherwise, the powers of a municipality are limited to the area within its limits. The trial court erred in ruling otherwise.

## II. The trial court erred in ruling that the 1992 Map created a boundary line because the parties could not have entered such an agreement, much less entered it in a way that would bind future councils and customers who are not residents of either Fountain Inn or the City of Laurens.

The trial court, in ruling that there is a boundary line as shown on the 1992 Map, effectively ruled that the parties made a binding agreement as to the disputed area. This ruling is in error because the trial court, in essence, upheld an agreement that the parties did not and could not make.

There was no agreement between Fountain Inn and LCPW setting a boundary. At best there was an agreement to agree, which does create a binding contract. *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 568, 578, 762 S.E.2d 696, 701 (2014). Fountain Inn never formalized the agreement, and LCPW did not attempt to do so until the day this action was filed. (R. at 294:1-6).

Even if such an agreement had been executed, South Carolina courts have repeatedly struck down as invalid contracts entered into by governmental entities that bind their successor bodies or councils through contracts when those contracts relate to a governmental function of that governmental body. *See, e.g., Cunningham v. Anderson*

*Cnty.*, 402 S.C. 434, 441-50, 741 S.E.2d 545, 550-54 (Ct. App. 2013), *aff'd in part and rev'd in part on other grounds by* 414 S.C. 298, n.1, 778 S.E.2d 884, n.1 (2015) (dismissing writ of certiorari on this issue); *City of Beaufort v. Beaufort-Jasper Cnty. Water & Sewer Auth.*, 325 S.C. 174, 178-82, 480 S.E.2d 728, 731-32 (1997); *Piedmont Pub. Serv. Dist. v. Cowart*, 319 S.C. 124, 131-36, 459 S.E.2d 876, 880-83 (Ct. App. 1995) ("*Cowart I*"), *aff'd* 324 S.C. 239, 241-42, 478 S.E.2d 836, 837-38 (1996) ("*Cowart II*"); *Newman v. McCullough*, 212 S.C. 17, 25-26, 46 S.E.2d 252, 256 (1948). With respect to the service at issue here, the power to buy and sell natural gas is a public and governmental function, and as such would fall under this general rule. *See Boyce v. Lancaster Cnty. Natural Gas Auth.*, 266 S.C. 398, 401, 223 S.E.2d 769, 770 (1976), *overruled on other grounds by McCall by Andrews v. Batson*, 285 S.C. 243, 329 S.E.2d 741 (1985). Therefore, the parties could not have entered a valid agreement creating a boundary line.

The Supreme Court has noted an exception to the general rule prohibiting governmental bodies from binding successor bodies concerning governmental functions. *Cowart II* at 241, 478 S.E.2d at 838. This exception, first noted in *Newman*, applies "where the enabling legislation clearly authorizes the local governing body to make a contract extending beyond its members' own terms." *Cowart II* at 241, 478 S.E.2d at 838 (citing *Newman* at 23, 46 S.E.2d at 255). The test for this exception is as follows: "the enabling legislation must clearly authorize a contract *regarding a governmental function* for a term beyond the terms of the members of the local governing body." *Id.* at 242, 478 S.E.2d at 838 (emphasis in original). In this case, however, there is no statute that would

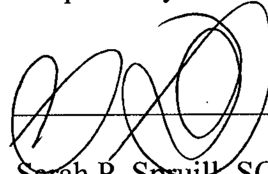
authorize Fountain Inn and LCPW to enter a long-term agreement regarding service areas for natural gas in unincorporated areas.

As such, the trial court has entered an order granting effect to an agreement the parties could not have made under established South Carolina law. Therefore, the trial court's order must be reversed to the extent it purports to adopt the "boundary line" shown on the 1992 Map.

## CONCLUSION

For all of the above reasons, the trial court erred in finding that LCPW established a designated service area with a boundary line as shown on the 1992 Map. Therefore, this Court should reverse those rulings.

Respectfully submitted,



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March 18, 2016
Greenville, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM LAURENS COUNTY
Court of Common Pleas

J. Cordell Maddox, Jr., Circuit Court Judge

C.A. No. 2011-CP-30-0309

Commissioners of Public Works of the
City of Laurens, South Carolina, also known as the
Laurens Commission of Public Works ........................................................ Respondent,

v.

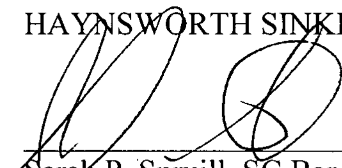
City of Fountain Inn, South Carolina, ............................................................... Appellant.

## CERTIFICATE OF COMPLIANCE

I certify that the Brief of Appellant and Reply Brief in this matter comply with Rule 211(b), SCACR and the April 15, 2014 Order of the South Carolina Supreme Court relating to personal data identifiers.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.



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Dated: March 21, 2016

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

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APPEAL FROM LAURENS COUNTY
Court of Common Pleas

J. Cordell Maddox, Jr., Circuit Court Judge

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C.A. No.: 2011-CP-30-309

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Commissioners of Public Works of the City of
Laurens, South Carolina, also known as the Laurens
Commission of Public Works, ........................................................................ Respondent.

v.

City of Fountain Inn, South Carolina, ...................................................................... Appellant,

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**PROOF OF SERVICE**

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I certify that I have served the following documents on Respondent on this the 21st day of March, 2016, by mailing copies of the same via United States Mail, postage prepaid, to the following address:

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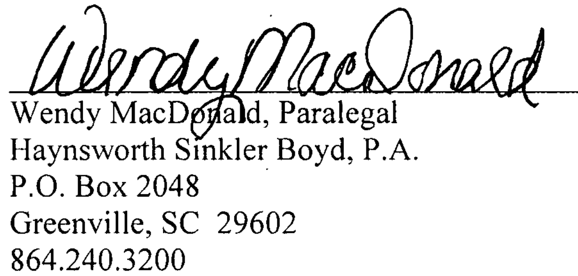
**DOCUMENTS SERVED**

1) Final Reply Brief of Appellant, City of Fountain Inn, South Carolina;

2) Final Brief of Appellant, City of Fountain Inn, South Carolina;

3) Certificate of Compliance; and

4) Certificate of Appellant.



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