

English	This document is important and should be translated immediately.
Español	Este documento es importante y debe ser traducido de inmediato.
Português	Este documento é importante e deve ser traduzida imediatamente.
Italiano	Questo documento è importante e deve essere tradotto immediatamente.
Ελληνικά	Το έγγραφο αυτό είναι σημαντικό και θα πρέπει να μεταφράζονται αμέσως.
Français	Ce document est important et doit être traduit immédiatement.
中文	这份文件是重要的，应当立即转换。

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION OF
PROFESSIONAL ENGINEERS &
LAND SURVEYORS

In the Matter of
John C. Spink
License No. 30097-EN-ST
(Expired)

Docket No. 2023-000053-IT-ENF
2023-000118-IT-ENF
2023-000311-IT-ENF

VOLUNTARY SURRENDER AGREEMENT

The Board of Registration of Professional Engineers & Land Surveyors (hereinafter the “Board”) and John C. Spink (hereinafter “Respondent”) do hereby stipulate and agree to the following:

1. The Respondent understands and acknowledges that this Voluntary Surrender Agreement (hereinafter “Agreement”) is entered into in resolution of the Board’s Investigative Intake Record 2023-000053-IT-ENF, 2023-000118-IT-ENF, and 2023-000311-IT-ENF. Any and all rights of the Board to take action within the scope of its authority are expressly reserved.
2. It is the desire and intent of the Respondent and the Board to completely resolve this matter without a formal hearing conducted before the Board pursuant to G.L. c. 30A and 801 CMR 1.00. Therefore, the Respondent hereby agrees and acknowledges that they do and shall voluntarily **SURRENDER** their license to practice as a professional engineer in the Commonwealth of Massachusetts, License No. 30097-EN-ST. The Respondent also voluntarily agrees to surrender their right to apply for any other licenses issued by the Board and their right to renew their current license or any other licenses issued by the Board. The Respondent understands and acknowledges that this surrender does and shall deprive them of any and all benefits and privileges of licensure and registration as a professional engineer in the Commonwealth of Massachusetts.

3. The Respondent agrees acknowledges that their surrender of their license(s) to engage in the engineering profession shall become effective on the date that the Board accepts and signs this Agreement. (hereinafter “Effective Date”)

The Respondent understands and acknowledges that the Board will endorse this Agreement, if at all, only if it is signed and delivered in accordance with Paragraph 10 of this Agreement.

4. The Respondent agrees that as of the Effective Date of this Agreement, they not only shall cease practicing professional engineering, but further, they are prohibited from advertising or offering any professional engineering and land surveying services. Any signs or advertisements in any medium under the custody and control of the Respondent shall be removed immediately upon the Effective Date of this Agreement. The Respondent further agrees that they shall submit request(s) in writing within two (2) days of the Effective Date of this Agreement to any third party who has custody and control in any medium of any signs and advertisements of the Respondent’s professional engineering and/or land surveying services to immediately cease and desist any further promotion and dissemination after the Effective Date of this Agreement.
 5. The Respondent acknowledges and understands that any evidence of unauthorized practice in the engineering and/or land surveying profession which comes to the Board’s attention may be referred to the appropriate law enforcement authorities for prosecution.
 6. The Board agrees that as of the Effective Date of this Agreement, it will cease its prosecution of the Respondent in the above-captioned matters for the cited license(s).
 7. The Respondent understands that this disciplinary Agreement is a matter of “public record” within the meaning of G.L. c. 4, §7, and that it is therefore subject to public disclosure by the Board in accordance with the provisions of that statute. Accordingly, the Respondent understands that the Board may forward a copy of this Agreement to other licenses boards, law enforcement entities, and to any other individual or entity as required by law.
 8. The Respondent fully understands and agrees that the disciplinary action in this Agreement is a final act depriving them of all privileges and benefits of licensure and is not subject to reconsideration or judicial review in any forum. The Respondent hereby waives their right to an administrative hearing relative to these matters, and they waive any right to appeal this administrative action under the provisions of G.L. c. 30A, or other related law.
 9. The Respondent states that they have used legal counsel in connection with their decision to enter into this Agreement, or if they have not used legal counsel, that such decision was freely made.
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10. The Respondent understands and acknowledges that they must sign and date this Agreement and deliver the original Agreement to the Board accompanied by any and all Board issued licenses and certificates or registration in their physical possession or under their control. In the event that the Respondent does not have physical possession of their license(s) and/or certificate(s) of registration, the Respondent further attests under the pains and penalties of perjury that they no longer have physical copies of their license(s) and/or certificate(s) of registration to engage in the engineering profession in the Commonwealth of Massachusetts.
11. The Respondent certifies that they have read this document entitled "Voluntary Surrender Agreement" and understand its terms. The Respondent understands that they have the right to a formal adjudicatory hearing concerning this matter. They also understand that at said hearing, they would have the right to present evidence, to confront and cross-examine witnesses, to testify on their own behalf, to contest the allegations against them, and to make oral arguments. The Respondent also has the right to appeal to the courts and to pursue all other rights afforded to them as set forth in the State Administrative Procedure Act, G.L. c. 30A, and 801 CMR 1.00 et seq. The Respondent further states that they understand that by executing this document entitled "Voluntary Surrender Agreement", they are knowingly and voluntarily waiving their right to a formal hearing and to all of the above-listed rights attendant thereto.
12. The Respondent understands that this Agreement is subject to final Board approval. Thus, the Respondent understands that this Agreement will not become effective until the Board formally approves it. The "Effective Date" of this Agreement shall be the date it is signed by the Board.



John C. Spink
License No. 30097-EN-ST
Respondent

12/22/23
Date

January 3, 2024
Effective Date
(to be completed by the Board)



Kathleen McNally, Esquire
Board of Registration of Professional
Engineers & Land Surveyors