

**IN RE: APPEAL OF DEPARTMENT ORDER L-28397-4E-A-N
Jeffrey Spinney, Licensee. Pier System and Boat Ramp, Alna**

REQUEST FOR ADMISSION OF SUPPLEMENTAL EVIDENCE

Licensee/Appellee Jeffrey Spinney hereby moves that the Board of Environmental Protection admit the supplemental evidence attached as Exhibit A, the approved and attested Bylaws of the Golden Ridge Sportsman's Club, and Exhibit B, the duly executed License between Jeffrey Spinney and the Golden Ridge Sportsman's Club for use of the dock and landing area which is the subject of the above-referenced appeal. This evidence meets the admissibility standards of Chapter 2, Section 24(D)(2) as follows:

(1) The evidence is relevant and material. The Appellants have challenged that the Golden Ridge Sportsman's Club is not a legitimate corporation or club, and that the permit for shared use of the Project therefore should not have been granted. The attested Bylaws demonstrate that the Club does have duly approved bylaws on file, not just the draft bylaws that were submitted with the application a year ago. The content of these Bylaws, which does slightly differ from the draft on record, may also be helpful to the Board in understanding the purposes of the Club as well as how shared use will actually be made of the Project. The approved license is relevant to demonstrate that the Club has formally accepted permission to use the Project dock and landing. The license on record with the Department is only a draft; the content of the final license may be helpful in demonstrating the scope of use that will be made of the Project.

(2) The Licensee has exercised due diligence in bringing this evidence to the attention of the Department at the earliest possible time. The Department never requested approved versions of the Bylaws or license prior to or since issuing the permit. It is only upon submission of the

Appeal that these documents became important. Further, the documents presented with this request have been recently revised to eliminate concerns raised during the Town of Alna Shoreland Zoning review process which is happening in concurrence with this appeal. As such, they are newly adopted and were not available prior to their adoption date of May 12, 2020.

In consideration of the above, the Licensee/Appellee respectfully requests that the Board admit Exhibits A and B attached hereto as supplemental evidence to the Record.

Dated: May 13, 2020

Appellee/Licensee Jeffrey Spinney

By:

A handwritten signature in cursive script, appearing to read "K M Collins", written in black ink.

Kristin M. Collins, Esq. – Bar No. 9793
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Spinney - Request for Admission of Supplemental Evidence
Exhibit A

REVISED: 5/11/2020



Golden Ridge Sportsman's club
126 Golden Ridge Rd.
Alna, Me 04535

BY-LAWS

ARTICLE I

NAME

The name of the Association shall be the Golden Ridge Sportsman's Club and may also be referred to as GRSC in documentation..

Article II:

DESCRIPTION

The organization shall be a private, nonprofit, mutual benefit corporation under State of Maine Law.

Article III:

MEETINGS

- A. There shall be a regular meeting of the club on the first Thursday of each month.
- B. A special meeting may be called by any three (3) officers or members provided that all members are notified in advance by the normal means.
- C. The President shall hold an annual Board of Directors Meeting in January and others as necessary.

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ARTICLE IV

OFFICERS AND DIRECTORS

A. The officers of the club shall be a president, vice-president, secretary/treasurer, elected annually; and three directors. These officers shall constitute a Board of Directors who shall have charge of the affairs of the club between meetings.

1. Three (3) directors, one of whom shall be the immediate past-president, shall be elected to a two (2) year term.
2. Three (3) members of the Board of Directors shall constitute a quorum.

B. Duties of the officers shall be as follows:

1. The President shall preside at all regularly scheduled Board and Business meetings of the club and shall perform such other duties as usually pertains to that office. The Board of Directors may accept, or authorize the President to accept, licenses, leases or other permissions for the Club to make use of recreational properties or facilities.
 2. The Vice-president shall assist the President in the charge of his duties, and in the absence of the President of the vice- President shall perform the duties of that office.
 3. The secretary/treasurer shall, as Secretary, keep the official records of all regularly scheduled Board and Business meetings, attend to all correspondence of the club, send out notices as required, and maintain necessary records. As treasurer, they will receive all moneys due the Club, make all disbursements, and shall maintain adequate records of receipts and expenditures as appropriate.
 5. The Directors shall attend meetings of the Board of Directors and shall participate in the transactions of all business brought before the meeting.
- C. A vacancy in any office, excepting that of president, shall be filled by the Board of Directors, suitable notice having been given to all members of the Board.
- D. The Board of Directors by a two-thirds (2/3) vote may recommend to the club the dismissal of any Officer for not performing his/her duties as described in Article IV, Section B.

REVISED: 5/11/2020

ARTICLE V

MEMBERSHIP

A membership application is available to any person who gains the respect and sponsorship of one of our existing members in good standing and exhibits & upholds the traditional Maine values for hunting, fishing, and wildlife management and protection for which our club stands.

A. The classifications of Membership are as follows:

1. An adult membership is anyone 18 years or older.
2. A family membership which will include a husband, wife and all dependent children less than 18 years of age.

ARTICLE VI

FINANCES

A. It is the responsibility of the Treasurer to prepare an Annual Budget for the club by the end of the calendar year prior to the Annual Meeting and to present the Budget to the General Membership for approval thirty (30) days prior to the Annual Meeting. The Annual Budget requires a majority vote of the attending membership at the annual meeting.

B. Any funds of the club shall be deposited and accounted for by the Treasurer.

C. The Treasurer shall be authorized to make payments for all Budgeted contingent or current expenses and unbudgeted emergency expenditures will require the recommendation of the Board of Directors and present it to the members at the monthly business meeting.

ARTICLE VII

NOMINATIONS AND ELECTIONS

A. The election of officers and directors shall take place at the annual meeting of the club. Nominations shall be accepted from any member in good standing at the annual meeting of the club. Nominees must be present for consideration and vote.

B. At the annual meeting upon elections of new officers they will be sworn in.

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ARTICLE VIII

COMMITTEES

A. The following committees shall be appointed by the president with the approval of the Board of Directors prior to the annual meeting. These committees shall remain active until new committees are appointed.

1. Education
2. Entertainment

B. The President may appoint (or disband as necessary) any such other committees, with the approval of the Board of Directors or by vote of the club as he/she deems necessary to transact business of the club.

1. The Education Committee shall educate the members in the existing projects for which the club is established and shall encourage the dissemination of game and conservation in other venues as deemed appropriate.
2. The Entertainment Committee shall provide programs of interest to the members.

C. The authority of any committee named in the above Article (Article VIII) shall not infringe upon any by any officer or member of the club.

ARTICLE IX

BOARD OF TRUSTEES

A. The Board of Directors shall elect a Board of Trustees composed of three adult members. The Board of Trustees will hold for the club all properties owned by the club.

B. The properties that the Trustees shall hold for the club shall be the following:

1. Deeds / agreements
2. Maps
3. By-Laws
6. A list of any Club Bank Accounts
7. Any other documents as deemed necessary.

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ARTICLE X

SUSPENSION AND/OR EXPULSION OF MEMBERS

A. By reason of misconduct not limited to violation of membership oath, violations of rules, or fish and game law convictions, a member may be recommended for expulsion by the Board of Directors.

1. Upon being made aware of a violation, any Board of Director or officer may suspend a membership until:

A.) He is notified in writing by certified mail, receipt requested, of pending action, and requests the member's presence within thirty (30) days for a hearing and/or clarification at a Board of Directors fact finding meeting.

B.) After review of all available information, the Board of Directors will make its ruling.

C.) ~~If expulsion is recommended, all current club members will be notified in writing by the Board of Directors that their recommendation is expulsion.~~

D.) Expulsion will occur by a two-thirds (2/3) vote of current members present at the next regular club meeting.

ARTICLE XI

MEMBER USE OF ANY CLUB OWNED OR LICENSED FACILITIES:

1. All State & Federal hunting & fishing laws are to be followed on all properties at all times.

2. Use of the access road, boat ramp, and dock facility at the Golden Ridge Rd. property: All state laws regarding invasive species must be followed as posted on site. State and Federal boating laws must also be followed.

ARTICLE XII

QUORUM

A. Five (5) adult members in good standing shall constitute a quorum for the transaction of business at any meeting one of which shall be either the President or Vice-President and one other officer.

ARTICLE XIII

REVISED: 5/11/2020

AMENDMENTS

A. These By-Laws may be amended by bringing it before the Board of Directors for their recommendation and then having two (2) consecutive readings at regular club meeting and by a two-thirds (2/3) majority vote of the adult members, where a quorum is present, provided that all adult members shall have been given suitable notice of the proposed Article and number to be amended seven (7) days in advance of the first meeting.

ARTICLE XIV

PARLIAMENTARY AUTHORITY

A. The rules contained in "Robert's Rule of Order, Revised" shall govern the club in all cases in which they are not inconsistent with the By-Laws and Bylaws of the club.

REVISED: 5/11/2020

Signature/Approval

I acknowledge that the above bylaws were reviewed and adopted by unanimous consent at the meeting held on May 10, 2020. *LW*

Linda Worney
Secretary, Golden Ridge Sportsman's Club.

Date: 5/12/2020

Spinney - Request for Admission of Supplemental Evidence Exhibit B

Land Use License Agreement

This is a Land Use License Agreement (“Agreement”) dated as of 5/12, 2020 (the “Effective Date”), between Jeffrey A. Spinney (“Licensor”) and Golden Ridge Sportsman’s Club (“GRSC” or “Licensee”), a registered Maine corporation.

Background

Jeffrey A. Spinney possesses the real property described in Exhibit A (the “Property”). The GRSC desires access for its members to a portion of the property for the specific purposes as described in Exhibit A (the “Licensed Premises”). Jeffrey A. Spinney agrees to grant such access to the GRSC pursuant to the terms set forth in this Agreement.

1. License Grant

1.1 Grant, Purpose, and Scope of License. Licensor agrees to grant to Licensee a non-exclusive, non transferable, non-assignable, revocable right of entry onto and license to use the Licensed Premises for the limited purposes described in, and during the time period (the “Term”) set out in, Exhibit A (the “Licensed Premises”). The License extends to GRSC, and its members in good standing, contractors, and invited guests while they are supervised by members. The specific parameters of the License are further described in Exhibit A.

1.2 Licensing Fee. \$1 per license term

2. Licensed Premises

2.1 Limited Rights. This License gives the Licensee a license only and, notwithstanding anything to the contrary in this Agreement, does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Property.

2.2 As-Is; No Representation as to Suitability for purpose or safety of persons. Licensee acknowledges that, except as provided in Section 2.3, Licensor has not made any representations or warranties, express or implied, concerning any aspect of the Property or the Licensed Premises, including its fitness for our purposes, that Licensee disclaim any such representation or warranty, and that the Licensed Premises are being licensed “as is.” Licensee acknowledges that they have made their own independent evaluation in deciding to enter into this Agreement and conduct activities on the Licensed Premises.

Land Use License Agreement

2.3 No Interference. Licensor will not materially interfere with Licensee use of the Licensed Premises.

2.4 No Improvements. Licensee will not make any alterations, additions, or improvements to the Licensed Premises, including erecting any structures, without Licensor's prior written approval.

3. Waiver and Release, Indemnification and Insurance

3.1 Waiver and Release. Licensee and its members waive and release any and all claims against Licensor for any liability, loss, damage, expenses and attorneys' fees, resulting from (i) death or injury to person or (ii) loss, theft or damage to property arising from use of the Licensed Premises, regardless of the cause and even if caused by negligence, active or passive. Licensee and members agree not to sue Licensor on the basis of these waived and released claims.

3.2 Indemnification. Licensee will defend, indemnify and hold the Licensor harmless from and against any and all claims, liabilities, losses, damages and attorney's fees that may be suffered by Licensee (i) as a result of a claim by a client, employee, contractor, collaborator, volunteer, guest, or any other third party, arising directly from Licensee's presence and activities on the Licensed Premises and the Property under this Agreement, or (ii) from any breach by Licensor of our obligations under this Agreement, except to the extent that the liability is caused by the relevant Licensor's gross negligence or willful misconduct.

4. Termination

4.1 Term. This Agreement will begin on the Effective Date and will automatically renew for another term unless terminated by Licensor or Licensee in writing.

4.3 Revocation by Licensor. Notwithstanding any other provision of this Agreement or any course of performance under this Agreement, the Licensor may after written notice of default of this license without remedy, revoke the License at any time by giving written notice to Licensee. Such a revocation will be effective after 30 days. Should such revocation occur, it will be without liability or further obligation.

Land Use License Agreement

5. General Provisions

5.1 Entire Agreement; Amendments. This Agreement, together with Exhibit A, is the entire agreement between Licensor and Licensee. This Agreement may be amended only as stated in a written document signed by both parties which states that it is an amendment to this Agreement. If there are any inconsistencies between this Agreement and other documents, including Exhibit A, this Agreement will control.

5.2 Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will remain enforceable, and the illegal, invalid, or unenforceable provision will be considered modified so that it is valid to the maximum extent permitted by law.

5.3 Waiver. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

5.4 Third-Party Beneficiaries. Each Licensor Party other than Licensor is an express third-party beneficiary of this Agreement. Except as specifically provided in this Section 5.4, this Agreement is for the exclusive benefit of Licensee and Licensor, and not for the benefit of any third party.

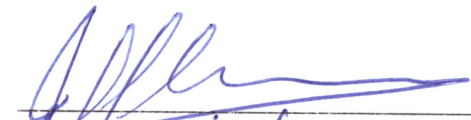
5.5 Governing Law. This Agreement is governed by Maine law. Parties consent to the exclusive jurisdiction of the state and federal courts for Lincoln County, Maine.

5.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

Land Use License Agreement

Name: Jeffry A. Spinney (licensor)

126 Golden Ridge Rd. Alna, Me 04535


Date: 5/12/2020

Name:

Joel Verney JOEL VERNEY
Joel Verney JOEL VERNEY
Jeff Spinney, Jeffry Spinney
Title: Board of Directors

Duly authorized officer of Golden Ridge Sportsman's Club

Address: 126 Golden Ridge Rd. Alna, ME 04535

Date: 5-12-2020

Land Use License Agreement

EXHIBIT A: The Licensed Premises

1. Property street address. 126 Golden Ridge Rd. Alna, Me 04535 – see also Alna tax map R4 lot 21A
2. Licensed Premises. Existing private access road (20' in width) across Licensor's property from the end of the former Reed Rd. to boat ramp and dock area at riverfront. Exact location/routing of access road across Licensor's property at Licensor's sole discretion.
3. Purpose. Trailered vehicular access by members in good standing to the Sheepscot river for recreational purposes.
4. Term. 5 year automatically renewable
5. Number of Entrants. Parking and access is physically limited to the existing parking and vehicle areas near the launch site. Parking shall not block access route to and from the launch site.