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# Deposition of Kara Sullivan

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1 No. of Pages: 35  
2 COMMONWEALTH OF MASSACHUSETTS  
3 ESSEX, SS SUPERIOR COURT  
4 C.A. NO. ESCV2006-02328D  
5  
6 WILLIAM M. LONERGAN, ET AL  
7 VS.  
8 JAMES W. FOLEY, ET AL  
9 VS.  
10 DISTRICT ATTORNEY FOR THE ESSEX DISTRICT, ET AL  
11  
12 DEPOSITION OF KARA T. SULLIVAN, a witness  
13 called on behalf of the Defendant, taken pursuant to  
14 Notice Under the Applicable Rules of Civil Procedure of  
15 the Superior Court, before William E. Beaupre, a  
16 Professional Court Reporter and Notary Public in and for  
17 the Commonwealth of Massachusetts, at the Law Offices of  
18 MacLean, Holloway, Doherty, Ardiffe & Morse, P.C., 8 Essex  
19 Center Drive, Peabody, MA on Monday, June 11, 2006,  
20 commencing at 11:40 a.m.  
21  
22 WILLIAM E. BEAUPRE, 21 ANCHOR ROAD, LYNN, MA 01904  
23 (781) 598-5286  
24 \*\*\*\*\*COMPUTER AIDED TRANSCRIPTION\*\*\*\*\*

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1 APPEARANCES:  
2  
3 ROBIN STEIN, ESQ.  
4 MAC LEAN, HOLLOWAY, DOHERTY, ARDIFF & MORSE, P.C.  
5 8 Essex Center Drive  
6 Peabody, MA 01960  
7 Counsel for the Defendant  
8  
9 ANGELA RAPKO, ESQ.  
10 MASTERMAN, CULBERT & TULLY, LLP  
11 One Lewis Wharf  
12 Boston, MA 02110  
13 Counsel for the Plaintiff  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

4

1 I-N-D-E-X  
2  
3 WITNESS DIRECT CROSS  
4 KARA T. SULLIVAN  
5 (By Ms. Stein) 5 --  
6 (By Ms. Rapko) -- 33

8 E-X-H-I-B-I-T-S

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1 S T I P U L A T I O N S  
2  
3 It is hereby stipulated and agreed by and  
4 between counsel for the respective parties that the  
5 deponent will read and sign the deposition transcript  
6 under the pains and penalties of perjury within thirty  
7 (30) days of receipt of same or it is deemed read and  
8 signed; that the notarization is hereby waived.  
9 It is further stipulated and agreed that all  
10 objections, except objections as to the form of the  
11 question, and motions to strike will be reserved until  
12 the time of trial.  
13  
14 KARA T. SULLIVAN, first being satisfactorily  
15 identified by her Massachusetts Driver's License and  
16 being duly sworn, deposes and says as follows:  
17  
18 MS. STEIN: Okay. Do you want to do the usual  
19 stipulations? We'll reserve all objections except as to  
20 form and motions to strike.  
21 And the witness can read and sign the trans-  
22 cript in thirty days, and we'll waive the notary?  
23 MS. RAPKO: Yes.  
24 MS. STEIN: Okay, great.

William Beaupre  
21 Anchor rd.  
Lynn, Ma. 01904

EXHIBIT

tabbles

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1 I'm going to ask you a series of questions  
2 today. If for any reason you don't understand any of  
3 them, just let me know, or ask me to repeat it.  
4 THE WITNESS: Okay.  
5 MS. STEIN: If you need to confer with counsel,  
6 just let us know. We can take a break. Or if you need  
7 to take a break for any reason, let us know and we'll  
8 take a break.  
9 THE WITNESS: Thank you.  
10 MS. STEIN: The only thing I ask is that you  
11 give your answers out loud ----  
12 THE WITNESS: Certainly.  
13 MS. STEIN: ---- so that we can pick them up.  
14 THE WITNESS: Okay.  
15 MS. STEIN: If you nod your head or anything,  
16 he can't grab it.  
17 THE WITNESS: Sure.  
18 MS. STEIN: Okay.

DIRECT EXAMINATION

22 Q (By Ms. Stein) Can you state your full name for me?  
23 A Kara, K-A-R-A, Therese, T-H-E-R-E-S-E, Sullivan.  
24 Q And what's your residential address?

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1 A 80 Pleasant Street, Wellesley 02482.  
2 Q Are you married?  
3 A Yes, I am.  
4 Q What's your spouse's name?  
5 A Mark Francis Sullivan, with the same address.  
6 Q Are you currently employed?  
7 A No.  
8 Q Are you here today in response to a notice of deposition?  
9 A Yes, I am.  
10 Q Is this a copy of the notice of deposition?  
11 A Yes, it is.  
12 Q And in responding to the notice, did you search for the  
13 documents that the notice asks for?  
14 A I looked to see if I had some. I brought what I have.  
15 Q So you brought all the documents you have that are  
16 responsive to the notice?  
17 A Yes.  
18 MS. STEIN: Can we mark the notice as Exhibit  
19 One, please?  
20 (Exhibit Number One marked; Copy of Notice of Deposition)  
21 Q Do you own a cottage located on a lot on Little Neck in  
22 Ipswich?  
23 A I own a portion of a cottage.  
24 Q A portion of a cottage. I'm going to show you a plan of

1 land of Ipswich. There's one in red, it's Lot 172.  
2 Is that the lot on which the cottage that you  
3 own a portion of sits?  
4 A Yes, it is.  
5 MS. STEIN: Okay. Can we mark the plan as  
6 Exhibit Two?  
7 (Exhibit Number Two marked; Copy of Plan of Lots)  
8 Q How long have you owned a portion of the cottage?  
9 A Since 2003.  
10 Q How did you acquire it?  
11 A In '95, my husband's mother passed away. It was left to  
12 my husband and his two brothers.  
13 His older brother no longer wanted a portion of  
14 the cottage. He offered it for sale to Mark and his  
15 brother, and Mark and I purchased it, his third.  
16 Q So you own a third with your husband?  
17 A Correct.  
18 Q He owns another third himself?  
19 A Correct.  
20 Q And one of his brothers ----  
21 A Christopher.  
22 Q His brother Christopher owns the other third?  
23 A Correct.  
24 Q And that happened in 2003?

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1 A Yes. They acquired -- the boys acquired it in 1995.  
2 Q Okay. And are these three documents that you brought  
3 today all related to yours and your husband's purchase of  
4 Gregory's one third?  
5 A Yes. The letter is to whom it may concern, just saying  
6 that we purchased Greg's portion, if anybody needed to  
7 know at some point.  
8 Q The receipt?  
9 A Yes. This is also a receipt saying that Greg gives us  
10 any rents or interest in his -- and this is the letter  
11 that Mr. Whiston required that I send to them, stating  
12 that we purchased Gregory's third.  
13 MS. STEIN: Can we mark these three together as  
14 Exhibit Three?  
15 (Exhibit Number Three marked; Copy of 3 Letters)  
16 Q What conversations, if any, did you have with any of the  
17 feoffees in 2003, when you and your husband purchased the  
18 one third interest?  
19 A I spoke to Mr. Whiston and told him we were purchasing a  
20 one third interest, and asked him what I needed to do.  
21 And this is what he asked of me, and that is  
22 what I sent.  
23 Q Any other conversations?  
24 A No.

William Beaupre  
21 Anchor rd.  
Lynn, Ma. 01904

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1 Q Just that one with Don?  
2 A Yes.  
3 Q Have you had any conversations with the feoffees prior to  
4 purchasing your one third interest?  
5 A No.  
6 Q Do you know if your husband did?  
7 A I do not know.  
8 Q Can you describe the cottage for me?  
9 A It has a front -- when you walk in, you walk in, there's  
10 a driveway. You walk in up a step into a porch, which is  
11 an L-shaped porch which wraps around the front of the  
12 cottage.  
13 When you step in, there is a living room which  
14 is left to right, the whole front. There's a kitchen and  
15 one bedroom and a bathroom.  
16 Then upstairs, there's two -- there's an up-  
17 stairs. There's a small staircase along the back which  
18 has a bathroom and two bedrooms.  
19 Q Does the cottage have a foundation?  
20 A Oh, no.  
21 Q No?  
22 A No.  
23 Q And it's just seasonal?  
24 A It's very primitive, yes. There's no heat. There's

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1 wood that holds it up; dirt basement.  
2 Q How long did your in-laws own the cottage?  
3 A I believe they purchased it in '81.  
4 Q And have you -- since 2003, when you took an ownership  
5 interest, have you made any improvements to the cottage?  
6 A Yes, we have.  
7 Q What have you done to it?  
8 A We re-did the kitchen in '03. That was about \$5,000.  
9 And last year, which would be '06, we put new windows in  
10 upstairs and re-did the roof.  
11 And I don't know if hot water heaters matter,  
12 if those count, but we did do that, as well.  
13 Q Do you and your husband and Christopher share the cottage  
14 simultaneously or do you split weekends?  
15 A We share it simultaneously.  
16 Q And how long do you use it for?  
17 A I use it in July and August.  
18 Q Just July and August?  
19 A Well, on occasion, we'll do some weekends in June and  
20 September. Less -- because Mark and I have children, so  
21 less and less because they take up our weekends.  
22 Q Do you ever rent out the cottage?  
23 A No, we do not.  
24 Q When you purchased your one third share, did you finance

1 that with the bank?  
2 A We re-mortgaged our primary home.  
3 Q So you took the money out of your primary home?  
4 A Yes.  
5 Q Did you have any conversations with any bank officials  
6 about how anything at Little Neck worked, or you just did  
7 it separately?  
8 A We did it separately because we could not get one because  
9 of the situation. I could not go to any other bank  
10 except the Ipswich Bank, which did not have the best  
11 rate, to purchase.  
12 So ----  
13 Q So you just took it out of your home?  
14 A So I took it out of my primary.  
15 Q And did you have conversations with any attorneys repre-  
16 senting the feoffees?  
17 A No.  
18 Q Other than the one conversation with Don that you've told  
19 me about, have you had any other conversations with the  
20 feoffees?  
21 A Not with regards to purchasing.  
22 Q At all? I mean, at all?  
23 A Well, I have an issue with my driveway that I've had con-  
24 versation with the feoffees.

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1 Q We'll get back to that issue.  
2 But other than that issue, have you had any  
3 conversation with the feoffees?  
4 A No.  
5 Q Okay. So they never made representations to you of any  
6 sort?  
7 A Not to me directly, no.  
8 Q Have they made them to you indirectly?  
9 A Through the community, and the feeling of the community  
10 and the feel of it, yes.  
11 Q But no specific -- well, let me re-phrase that. Strike  
12 that.  
13 What representations have they made to you  
14 through the community?  
15 A Through the community, at meetings always that it was in  
16 good faith that they were doing things. And that we've  
17 been on Little Neck for generations and that's the way it  
18 would stay.  
19 Prior to -- those conversations were prior to  
20 all that's going on now. But Mr. Whiston used to come to  
21 our annual meetings.  
22 Q And at the annual meetings of which entity?  
23 A With the community. In the beginning of the year, we'd  
24 have a ----

William Beaupre  
21 Anchor rd.  
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1 Q Is that the Homeowners Association?  
2 A No, no, just the people who live there.  
3 Q But it's not one of the particular associations?  
4 A It's not an association. Just everyone who lives there,  
5 we have like welcome, summer's here. Everyone gets  
6 together, here's what we have planned.  
7 Q And Don came and said things would stay as they always  
8 have?  
9 A For years he would come and, you know, it was always that  
10 this was a great place and, you know? And people -- I  
11 have always heard him say, not -- I would not necessarily  
12 ask him the question.  
13 But that generations of families have lived  
14 there and you will continue to live here with no worries.  
15 Q So you heard -- I just want to be clear.  
16 That was your impression or you can actually  
17 attribute to Don's statement in which he said you guys  
18 can continue to live here with no problems?  
19 A I did not ask the question, but I have heard him say  
20 that.  
21 Q When was the last time you heard him say that?  
22 A I don't remember.  
23 Q Was it -- can you ballpark it for me?  
24 A It was clearly before all of this started going on. I

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1 can't give you a date because it wouldn't be correct.  
2 Q Did you understand when you purchased your interest that  
3 you'd be paying rent on the land to the feoffees?  
4 A Paying rent, yes.  
5 Q Did you understand that you would be paying taxes?  
6 A I would think taxes for my home that I own, yes.  
7 Q Did you understand that you'd be paying taxes on the  
8 land?  
9 A From the amount I deducted that I was, I don't think it  
10 is right because I don't own the land.  
11 Q But you understood that you were paying them or they were  
12 being charged to you?  
13 A I didn't have a choice.  
14 Q Okay.  
15 A If I wanted to be on Little Neck, that's what I needed to  
16 pay.  
17 Q Did you ever object to paying any monies charged by the  
18 feoffees?  
19 A There were times that I did. And I would send a note  
20 with my rent saying I'm paying this under protest.  
21 Q Do you know when you did that?  
22 A Probably 2005.  
23 Q Do you know if that was -- what that was for? Was it  
24 rent? Was it taxes?

1 A It was -- they required that -- there was a line of rent,  
2 a line of taxes and then a total. So I paid one amount.  
3 Q And you objected to the whole thing? It wasn't just the  
4 rent or just the taxes?  
5 A Correct.  
6 Q And what was the basis for the objection?  
7 A That it was unfair.  
8 Q What was unfair?  
9 A That I was paying taxes on the land that I do not own.  
10 Q So you were really only objecting to the taxes?  
11 A And to the rent, the price of the rent, how much the rent  
12 had gone up.  
13 Q Okay. You don't have a copy of that letter?  
14 A I don't. I can look for it.  
15 Q If you find it, can you just give it to your counsel?  
16 A I can, yes.  
17 Q Okay, good. Thanks.  
18 And did you understand that it would be the  
19 feoffees who would set the amount of the rent?  
20 A No.  
21 Q How did you understand that rent was set?  
22 A To be honest, I don't know how I thought it. I knew that  
23 there was a group of people who would come up with it,  
24 but I didn't think it would be unfair.

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1 I didn't feel it was -- I felt it was based on  
2 fair rent.  
3 Q But you knew it was the feoffees who were the ones that  
4 set what the amount was?  
5 A I knew that they held a trust, although they're -- so it  
6 would be the people who are supposed to be on the board  
7 for the trust.  
8 But it comes to turn out it was not everyone.  
9 The selectmen were not on the board.  
10 Q Did you understand that if you didn't pay the rent, you  
11 could be evicted?  
12 A Yes.  
13 Q Did you understand that if you didn't pay the taxes, you  
14 could be evicted?  
15 A That was my impression.  
16 Q Now, prior to when you bought your interest, but when  
17 your husband and his brother had his interest, the  
18 feoffees started talking about increasing rents to a fair  
19 market rent.  
20 Now, do you remember were you aware of that  
21 discussion?  
22 A I knew that they were -- they sent letters. Some of  
23 these letters are stating -- so, yes, I was aware of the  
24 letters.

William Beaupre  
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1 Q And there was a letter that you brought today that talks  
2 about that?  
3 A Well, it says, you know, we appreciate you continue to  
4 pay your rent. We know that it's been -- you know, that  
5 we've gone up.  
6 Q Are you talking about the August 18, 2005 letter?  
7 A Yes.  
8 MS. STEIN: Why don't we mark this one as  
9 Exhibit Four, please?  
10 (Exhibit Number Four marked; Copy of 8/18/05 Letter)  
11 Q Other than the one bill that you paid under protest, have  
12 you ever objected to paying any other rents charged by  
13 the feoffees?  
14 A Personally, yes. But if I wanted to stay, I had to pay.  
15 Q Did you -- when I say have you objected, I mean have you  
16 made an objection to the feoffees?  
17 A I would pay my -- I would pay the minimum that I had to  
18 pay at the time. That was my way of objecting.  
19 And I would put a note in. I did not put a  
20 note in with every one of them, but I did put notes in.  
21 I don't have the dates of when I did that.  
22 Q Are you familiar with the order from the Department of  
23 Environmental Protection relative to the failing septic  
24 systems?

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1 A Yes.  
2 Q So you understand that the feoffees were required to  
3 bring the systems up to a passable grade?  
4 A Bring something passable, not the system. It did not  
5 have to be the system they have.  
6 Q No, just that it needed to -- they needed to cause an  
7 improvement in what was there?  
8 A Yes.  
9 Q And are you aware of the different proposals?  
10 A Yes.  
11 Q And you're aware that one of those was to have individual  
12 tight tanks installed by the cottage owners on each lot?  
13 A Yes.  
14 Q And that if you were required to install tight tanks, you  
15 would have paid to install that tight tank?  
16 A I don't know that that was said or -- many options were  
17 talked about. None of them thoroughly enough do I feel  
18 that the tight tank got to the point where I understood  
19 that we would be paying for it.  
20 Q And do you know why the feoffees decided to go with the  
21 common system?  
22 A No.  
23 Q Are you a member of any of the associations on Little  
24 Neck?

1 A I know of the Little Neck -- no one has legally rep-  
2 resented me, but I've been part of the community organi-  
3 zations.  
4 Q Okay. So you're not actually represented by any other  
5 groups?  
6 A I am represented by -- what is the technical name of the  
7 Little Neck ----  
8 Q The Legal Action Committee?  
9 A Legal Action Committee, yes.  
10 Q But are you a member of the Homeowners Association?  
11 A I am part of the Homeowners Association, although I did  
12 not give them any at any time authorization to do any-  
13 thing legally for me.  
14 Q Are you a member of the Little Neck Association?  
15 A Yes.  
16 Q And that's the social one; correct?  
17 A That's the social one.  
18 Q I just like to keep them straight. Okay.  
19 Have you received communications in the last  
20 couple of years from the feoffees or their represen-  
21 tatives relative to the septic system?  
22 A Yes, I have.  
23 Q And are these -- is this one communication that you  
24 received?

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1 A Yes, it is.  
2 Q And you would review that when you received it?  
3 A It says March of 2005, although there is no date on it.  
4 And this says March of 2006.  
5 So I'm not quite sure when they sent it.  
6 Q Okay.  
7 A I did not keep the envelope.  
8 Q But you recall receiving it?  
9 A Yes.  
10 MS. STEIN: Can we mark that packet from  
11 Lombardo Associates as Exhibit Five?  
12 (Exhibit Number Five marked; Copy of Communication  
13 Documents)  
14 Q And then did you also receive this communication from the  
15 feoffees with a newsletter about the waste water manage-  
16 ment system?  
17 A I don't believe these came together, but -- because this  
18 one's dated January 19 and this one is February 9.  
19 Q Okay.  
20 A But they may have. I don't recall if they came together,  
21 but yes, these were both received at our home.  
22 MS. STEIN: Okay. Can we mark those as Exhibit  
23 Six? It's the February of 2006 letter and attached  
24 regulations.

William Beaupre  
21 Anchor rd.  
Lynn, Ma. 01904

Deposition of Kara Sullivan

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1 (Exhibit Number Six marked; Copy of 2/9/06 Letter and  
2 Regulations)  
3 Q And did you understand that the feoffees would be looking  
4 for you to pay for some costs of the common septic  
5 system?  
6 A No.  
7 Q Are you willing to pay for a share of the system?  
8 A I don't know.  
9 Q Your cottage is connected to the system; correct?  
10 A Yes.  
11 Q Are you willing to pay for ongoing maintenance to the  
12 system?  
13 A No, not for a new system that cost what it did.  
14 Q Okay. So you're not willing to pay for any ongoing main-  
15 tenance?  
16 A Not at this early stage of the system.  
17 Q Are you aware if the feoffees receive any salary?  
18 A I believe they do.  
19 Q Do you know what they get?  
20 A No.  
21 Q Let's turn to the issue of the parking that you talked  
22 about before. There are two letters that you brought  
23 which I believe relate to that.  
24 And one of them is July 10, 2003 from the

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1 feoffees?  
2 A Correct.  
3 Q Do you know what caused them to send this letter?  
4 A After we received it, I called Don Whiston, who informed  
5 us that it was due to a parking issue of where we were  
6 parking our vehicle.  
7 Q And what was the issue?  
8 A The issue was that we were parking our vehicle in the  
9 spot that it had been parked in for the twenty years my  
10 husband's family had owned and the people before.  
11 But a new owner had purchased the home next  
12 door to us, the Lyons, and he claimed it was his drive-  
13 way.  
14 Q And how did it get resolved?  
15 A We went to this meeting, which it would be determined by  
16 the feoffees because it is nobody -- we don't own the  
17 land.  
18 So it was determined by the feoffees after this  
19 meeting that my husband and I attended, which we can-  
20 celled a vacation to go to, and that we should status quo  
21 stay where we are until it is determined.  
22 They'll make a determination later, but every-  
23 thing should just stay the way it is right now, which we  
24 did.

1 Q Okay.  
2 A That year went by with uncomfortableness with our neigh-  
3 bors, but we went through that. And then the following  
4 year we came down and there were stakes along the edge of  
5 our home.  
6 And we called and asked what it was, and they  
7 said it was to indicate for purposes of determining the  
8 driveway. The Lyons were selling their home and they  
9 would -- and that's what it was for.  
10 Q Okay.  
11 A And then when we pulled into the driveway where we typic-  
12 ally park, the owner came out, went down to the gate  
13 where Mr. Foote was, who happens to be a feoffee, but was  
14 also the officer that was on duty.  
15 He and Don Whiston came up, and they made a  
16 determination there that it would go to the new home-  
17 owner, which within two weeks was Don Whiston's daughter.  
18 Although, the other letter that you have from  
19 John Connor states that he is the one who sold the family  
20 the home, and that they had been parking there for the  
21 twenty some odd years and the people before them had  
22 parked.  
23 And per the feoffees we were to continue to  
24 park there.

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1 MS. STEIN: Can we mark this July 10, 2003  
2 letter as Exhibit Eight? I'm sorry, Seven.  
3 (Exhibit Number Seven marked; Copy of 7/10/03 Letter)  
4 A And just to note that the homeowner ----  
5 MS. STEIN: Hold on one second.  
6 THE WITNESS: Sorry.  
7 MS. STEIN: That's okay. And then if we could  
8 just mark as Exhibit Eight the July 16, 2003 letter?  
9 (Exhibit Number Eight marked; Copy of 7/16/03 Letter)  
10 Q Now, we're back on.  
11 A We were not provided -- the stakes were just placed  
12 there. We did not see who placed them there. And they  
13 were only placed on the -- if you were looking at our  
14 house, to the left side of our house. They did not mark  
15 off the quote/unquote lot that our house sits on.  
16 So there's no determination -- we did not have  
17 it re-surveyed personally ourselves to find out if it was  
18 right.  
19 Q So you're no longer parking in that area?  
20 A That is correct.  
21 Q Okay. Now, have you received a proposed lease from the  
22 feoffees?  
23 A I didn't understand that.  
24 Q Have you received a proposed lease from the feoffees?

William Beaupre  
21 Anchor rd.  
Lynn, Ma. 01904

Deposition of Kara Sullivan

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1 A Yes.  
2 Q Have you signed the lease?  
3 A No.  
4 Q Why not?  
5 A It's not fair.  
6 Q What about it isn't fair?  
7 A The determination of three years of rent that they will  
8 guarantee, which is higher than it should be, and then to  
9 not know what will happen after that.  
10 Q Do you have any other objections besides the three year  
11 rent term?  
12 A Truthfully, I'd have to re-read it. I haven't -- I  
13 didn't read it.  
14 Q Are you familiar with a section of the lease that talks  
15 about classifying the lots?  
16 A Yes.  
17 Q And do you have an opinion as to whether or not the lots  
18 should be classified, or if everyone should just pay the  
19 same?  
20 A I think everyone should pay the same.  
21 Q And that would just be one rate for seasonal and another  
22 rate for year-round?  
23 A Yes.  
24 Q Other than the incident with the parking where you talked

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1 to Peter Foote and to Don Whiston and speaking to Don  
2 about transferring the interest, have you had any other  
3 conversations with any other feoffees?  
4 A No. The driveway conversation, although it's made simple  
5 by two pieces of paper, was a year long.  
6 Q And those conversations were all with either Don or Peter  
7 Foote?  
8 A Primarily with Don.  
9 Q But no other feoffees?  
10 A Well, the meeting that we attended was with all the  
11 feoffees.  
12 Q All the feoffees, okay. Other than the driveway situ-  
13 ation, though, and just transferring the interest, have  
14 you ever talked to any other feoffees?  
15 A Besides a hello, no.  
16 Q Okay. Are you willing to pay a fair market rent for the  
17 property?  
18 A No.  
19 Q What are you willing to pay?  
20 A A fair rent.  
21 Q Have you ever been threatened by the feoffees?  
22 A Well, my take it or leave it for my house, and I feel  
23 that the driveway was threatening.  
24 Q Okay.

1 A Because for us, this was also the first -- we were --  
2 this -- we were hand-delivered this and certified mail  
3 back, we would know notification of what.  
4 We got it and didn't even know what rule or  
5 regulation we would be violating.  
6 Q And then you called Don and he told you?  
7 A Yes.  
8 Q Other than the issue with the driveway, and when you say  
9 that ----  
10 A And the lease. I feel that take my house and leave by  
11 February 1 or whatever the date was.  
12 Q Are you talking about this letter here?  
13 A Yes.  
14 MS. STEIN: Can we mark the June 28, 2006  
15 notice to quit as Exhibit Nine?  
16 (Exhibit Number Nine marked; Copy of 6/28/06 Letter/  
17 Notice to Quit)  
18 Q Now, does Christopher reside with you in Wellesley, as  
19 well?  
20 A No, he does not.  
21 Q So they just -- the mail comes to you and your husband  
22 and Christopher all at your address?  
23 A Correct.  
24 Q And do you know if the feoffees send Christopher separate

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1 mail?  
2 A I don't know. He's never resided with us.  
3 Q Okay.  
4 A Except at the beach.  
5 Q This document that I'm going to show you here has two  
6 letters. They're both dated August 22, 2006. One's  
7 addressed to Christopher and one is addressed to you and  
8 your husband.  
9 Do you know, did you receive both of these  
10 letters?  
11 A They were left at our door.  
12 Q Do you know, has Christopher -- and have you given  
13 Christopher a copy of this letter?  
14 A No, I have not.  
15 Q Has he seen it?  
16 A I don't know if he's seen it, if they sent one to him  
17 separately. But I did not give him that letter.  
18 Q Is he aware of the subject of this letter?  
19 A You'd have to ask him tomorrow. I don't know.  
20 MS. STEIN: Can we mark this packet as Exhibit  
21 Ten, please?  
22 (Exhibit Number Ten marked; Copy of 2 Letters, 8/22/06)  
23 MS. STEIN: And mark this as Exhibit Eleven,  
24 please?

William Beaupre  
21 Anchor rd.  
Lynn, Ma. 01904



# Deposition of Kara Sullivan

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1 (Exhibit Number Eleven marked; Copy of 10/3/06 Letter,  
2 Notice to Quit)  
3 Q And you also received a notice to quit from the feoffees  
4 on October 3, 2006.  
5 Do you know what caused the feoffees to send  
6 you this letter?  
7 A I'm not sure. But this might have been the one that if  
8 we didn't sign the lease, we had to -- it says I have not  
9 paid my rent and taxes.  
10 Q Was that true?  
11 A I don't remember.  
12 Q Do you know if you've since paid them?  
13 A All of my taxes, everything is up to date of where it  
14 should be per my counsel, of the recommendations that  
15 they've made.  
16 Q And has anything else come from this letter? Have the  
17 feoffees done anything else other than send you the  
18 letter?  
19 A I don't know.  
20 Q Other than the notices to quit and the issue with the  
21 driveway, have the feoffees ever done anything to  
22 threaten you, in your opinion?  
23 A To be honest, their presence sometimes can be threaten-  
24 ing.

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1 Q Just their mere presence?  
2 A Well, they're mere -- that if you don't follow their  
3 rules, you -- letters like this, that they'll tell you to  
4 leave.  
5 Q But you understood that you were subject to the feoffees'  
6 rules and regulations?  
7 A Which I abide by. I was parking -- for instance, that, I  
8 was parking where we've been parking for twenty some odd  
9 years. I don't really feel like we were violating the  
10 rules and regulations.  
11 It may have been an issue with the neighbor and  
12 they were changing something, but I wasn't violating any  
13 regulation at the time when I received that letter.  
14 Q Have the feoffees ever failed to maintain the lot on  
15 which your cottage sits in a way that would be suitable  
16 for your uses?  
17 A They don't do anything to the lot I sit on, so if I don't  
18 maintain it, then yes.  
19 Q Are you personally aware of any mis-management by the  
20 feoffees of the common septic system?  
21 A I think the fact that they had people one evening at 2:00  
22 or 3:00 in the morning, going down to find out what is  
23 happening with the system is mis-management.  
24 We received letters. It might have even been

1 that one that talked about the system leaching -- the  
2 tanks were leaching up.  
3 Q So you attribute any problems with the system to mis-  
4 management by the feoffees?  
5 A Yes.  
6 Q Are you familiar with something called the open meeting  
7 law?  
8 A A little bit.  
9 Q And do you have an opinion as to whether or not the  
10 feoffees are subject to the open meeting law?  
11 A Yes.  
12 Q What is that opinion?  
13 A That selectmen sit on their board, that they should be  
14 open.  
15 Q And are you familiar with something called the Uniform  
16 Procurement Act?  
17 A No.  
18 Q Have you authorized Bill Gottlieb to represent you in  
19 communications with the feoffees?  
20 A No.  
21 Q But you have authorized the Legal Action Committee to  
22 represent you in communications with the feoffees?  
23 A In that I work with Beth O'Neal and her group, yes.  
24 Q Okay. But not the Homeowners Association, just the

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1 Legal Action Committee?  
2 A The Homeowners Association being run by Dick Doherty, Bob  
3 Dover, is that the one that you're ----  
4 Q I'm not sure who runs it. I just mean the one that's  
5 called Little Neck Homeowners Association?  
6 A I have not given them anything to legally do anything on  
7 my behalf.  
8 Q Okay. Have you ever, and I may have asked you this  
9 already, had conversations with anyone acting on behalf  
10 of the feoffees who is not a feoffee?  
11 A No.  
12 Q In addition to rent and taxes, have you paid anything  
13 extra to the feoffees?  
14 A I don't remember.  
15 Q Who has the primary responsibility for paying the bills  
16 on this cottage?  
17 A Who actually writes the check, you mean?  
18 Q Yes?  
19 A I do.  
20 Q On behalf of Christopher, as well?  
21 A Yes.  
22 MS. STEIN: Okay. I have no further questions.  
23 MS. RAPKO: I just have one.  
24

William Beaupre  
21 Anchor rd.  
Lynn, Ma. 01904

Deposition of Kara Sullivan

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CROSS EXAMINATION

1  
2  
3 Q (By Ms. Rapko) Can you please tell us your birth date?  
4 A August 9, 1967.  
5 MS. RAPKO: Thank you.  
6 MS. STEIN: Thanks for coming in.  
7 THE WITNESS: Thank you.  
8  
9 (Whereupon, the deposition in the above-entitled matter  
10 was concluded at 12:15 p.m.)  
11  
12  
13  
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C E R T I F I C A T E

1  
2  
3 I, William E. Beaupre, a Professional Court  
4 Reporter and Notary Public in and for the Commonwealth of  
5 Massachusetts, do hereby certify that the foregoing  
6 record, Pages 1 to 34, inclusive, is a true and accurate  
7 transcript of my System Tapes to the best of my  
8 knowledge, skill and ability.  
9

10 In Witness Whereof, I have hereunto set my hand  
11 and Notarial Seal this 20th day of July, 2007.  
12  
13  
14  
15

16 William E. Beaupre  
17 Notary Public  
18  
19  
20

21 My Commission expires April 5, 2013  
22  
23  
24

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SIGNATURE PAGE FOR THE DEPONENT

1  
2 I, KARA T. SULLIVAN, do hereby certify that I have  
3 read the foregoing and that to the best of my knowledge said  
4 deposition is true and accurate (with the exception of the  
5 following desired changes listed below):  
6 PAGE LINE CHANGE  
7  
8  
9  
10  
11  
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14  
15  
16  
17  
18  
19  
20 Signed under the pains and penalties of perjury this  
21 day of \_\_\_\_\_, 2007.  
22  
23  
24 KARA T. SULLIVAN

William Beaupre  
21 Anchor rd.  
Lynn, Ma. 01904

Kara Sullivan

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COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO. ESCV2006-02328

WILLIAM M. LONERGAN, et al, )  
)  
Plaintiffs, )  
v. )  
)  
JAMES W. FOLEY, et al., )  
FEOFFEEES OF THE GRAMMAR )  
SCHOOL IN THE TOWN OF IPSWICH, )  
)  
Defendants, )  
v. )  
)  
DISTRICT ATTORNEY FOR THE )  
ESSEX DISTRICT, et al., )  
)  
Additional Defendants )  
in Counterclaim. )



NOTICE OF DEPOSITION

To: All counsel and parties

Please take notice that at offices of MacLean Holloway Doherty Ardiffe & Morse, P.C., 8 Essex Center Drive, Peabody, Massachusetts, Pursuant to Mass. R. Civ. P. 30, William H. Sheehan III will take the deposition of each Defendant-in-Counterclaim before a notary public or other officer authorized by law to administer oaths or take depositions as follows:

Name	Date	Time
Aiello, Robert	March 12, 2007	9:30 am
Anthony, Michael J.	March 12, 2007	11:30 am
Anthony, Michelle M.	March 12, 2007	2:00 pm
Attridge, Margaret	March 13, 2007	9:30 am
Bagnell, Walter	March 13, 2007	11:30 am
Bagnell, Mary	March 13, 2007	2:00 pm
Benjamin, Roy	March 14, 2007	9:30 am
Benjamin, Sally	March 14, 2007	11:30 am
Berman, Jeffrey A	March 14, 2007	2:00 pm

Luchner, Beth C.	March 19, 2007	9:30 am
Bouley, Patricia	March 19, 2007	11:30 am
Brown, Cynthia	March 19, 2007	2:00 pm
Cairns, Albert H.	March 20, 2007	9:30am
Cairns, Pamela H.	March 20, 2007	11:30 am
Casey, Michael S.	March 20, 2007	2:00 pm
Casey, Kathleen A.	March 21, 2007	9:30am
Ciolek, Theodore	March 21, 2007	11:30 am
Cole, Robert F. Jr.	March 21, 2007	2:00 pm
Connor, John	March 26, 2007	9:30 am
Connor, Janet	March 26, 2007	11:30 am
Cowdry, Marcia	March 26, 2007	2:00 pm
Cowdry, Richard	March 27, 2007	9:30 am
Wilkery, Nadine	March 27, 2007	11:30 am
Currie, Norma J	March 27, 2007	2:00 pm
Beeman, Yvette A.	March 28, 2007	9:30 am
Cutler, Garrett	March 28, 2007	11:30 am
Cutler, Bruce	March 28, 2007	2:00 pm
Thompson, Joyce	April 2, 2007	9:30 am
Dieringer, Mary	April 2, 2007	11:30 am
Dieringer, Douglas	April 2, 2007	2:00 pm
Dody, Deborah, Trustee of the Buckley Family Trust	April 3, 2007	9:30 am
Doherty, Richard	April 3, 2007	11:30 am
Doherty, Ann	April 3, 2007	2:00 pm
Donaldson, Nancy	April 4, 2007	9:30 am
Donaldson, Malcolm	April 4, 2007	11:30 am
Donohoe, Anne B.	April 4, 2007	2:00 pm
Donovan, Gerald J.	April 9, 2007	9:30 am
Dowling, Joseph	April 9, 2007	11:30 am
Duran, John F., Jr., Trustee of the Duran Realty Trust	April 9, 2007	2:00 pm
Duran, Ruth M., Trustee of the Duran Realty Trust	April 11, 2007	9:30 am
Duran, John F., III, Trustee of the KSJ Realty Trust	April 11, 2007	11:30 am
Ferrino, Joseph	April 11, 2007	2:00 pm
Ferrino, Marie	April 23, 2007	9:30 am
Fogarty, John	April 23, 2007	11:30 am
Fogarty, Nancy	April 23, 2007	2:00 pm
Goodwin, Edward	April 24, 2007	9:30 am
Gorman, Mary	April 24, 2007	11:30 am
Gresek, Donald	April 24, 2007	2:00 pm
Hamlin, Ross	April 30, 2007	9:30 am
Hardy, William	April 30, 2007	11:30 am



Hardy, Marion D.	April 30, 2007	2:00 pm
Siebert, Paula	May 1, 2007	9:30 am
Siebert, Richard	May 1, 2007	11:30 am
Harris, Cornelia	May 1, 2007	2:00 pm
Holden, Peter	May 2, 2007	9:30 am
Hough, Sarah D.	May 2, 2007	11:30 am
Hough, Willis S.	May 7, 2007	9:30 am
Huntley, Charles	May 7, 2007	11:30 am
Huntley, Alberta	May 7, 2007	2:00 pm
Ingalls, Dorothy Gorhaws	May 8, 2007	9:30 am
Johnson, Mary	May 8, 2007	11:30 am
Kaine, Edwin	May 8, 2007	2:00 pm
Kaine, Diane	May 9, 2007	9:30 am
Koris, Francine Amore	May 9, 2007	11:30 am
Lichoulas, Catherine D'Amico	May 9, 2007	2:00 pm
Lonergan, William	May 14, 2007	9:30 am
Lonergan, Carol	May 14, 2007	11:30 am
Lowden, Arthur	May 14, 2007	2:00 pm
Lowden, Diane	May 15, 2007	9:30 am
Snyder, Gary A.	May 15, 2007	11:30 am
MacRae, Robert	May 15, 2007	2:00 pm
MacRae, Mary	May 16, 2007	9:30 am
Maloney, Janet	May 16, 2007	11:30 am
Maloney, Jason	May 16, 2007	2:00 pm
Mattson, Paul	May 21, 2007	9:30 am
Mattson, Patricia	May 21, 2007	11:30 am
O'Flahavan, Mildred K.	May 21, 2007	2:00 pm
O'Keefe, Timothy	May 22, 2007	9:30 am
Pulsford, Barbara A.	May 22, 2007	11:30 am
Robinson, Cecily	May 22, 2007	2:00 pm
Rodman, Scot	May 23, 2007	9:30 am
Rogal, Peter	May 23, 2007	11:30 am
Rogal, Pamela	May 23, 2007	2:00 pm
Rowell, Barbara	May 29, 2007	9:30 am
Ruta, Stephen	May 29, 2007	11:30 am
Ruta, Dolores	May 29, 2007	2:00 pm
Sandberg, Martha	May 30, 2007	9:30 am
Santoro, Barbara Carbone, Trustee of the Barbara K. Carbone Trust	May 30, 2007	11:30 am
Saunders, Richard	May 30, 2007	2:00 pm
Seger, Robert	June 4, 2007	9:30 am
Loth, Renee	June 4, 2007	11:30 am
Simkins, Sandra	June 4, 2007	2:00 pm
Spatz, Bruce H.	June 6, 2007	9:30 am
Stocker, Richard W.	June 6, 2007	11:30 am

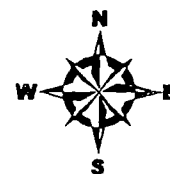
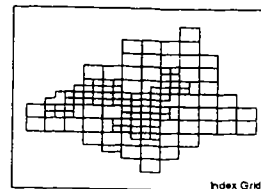
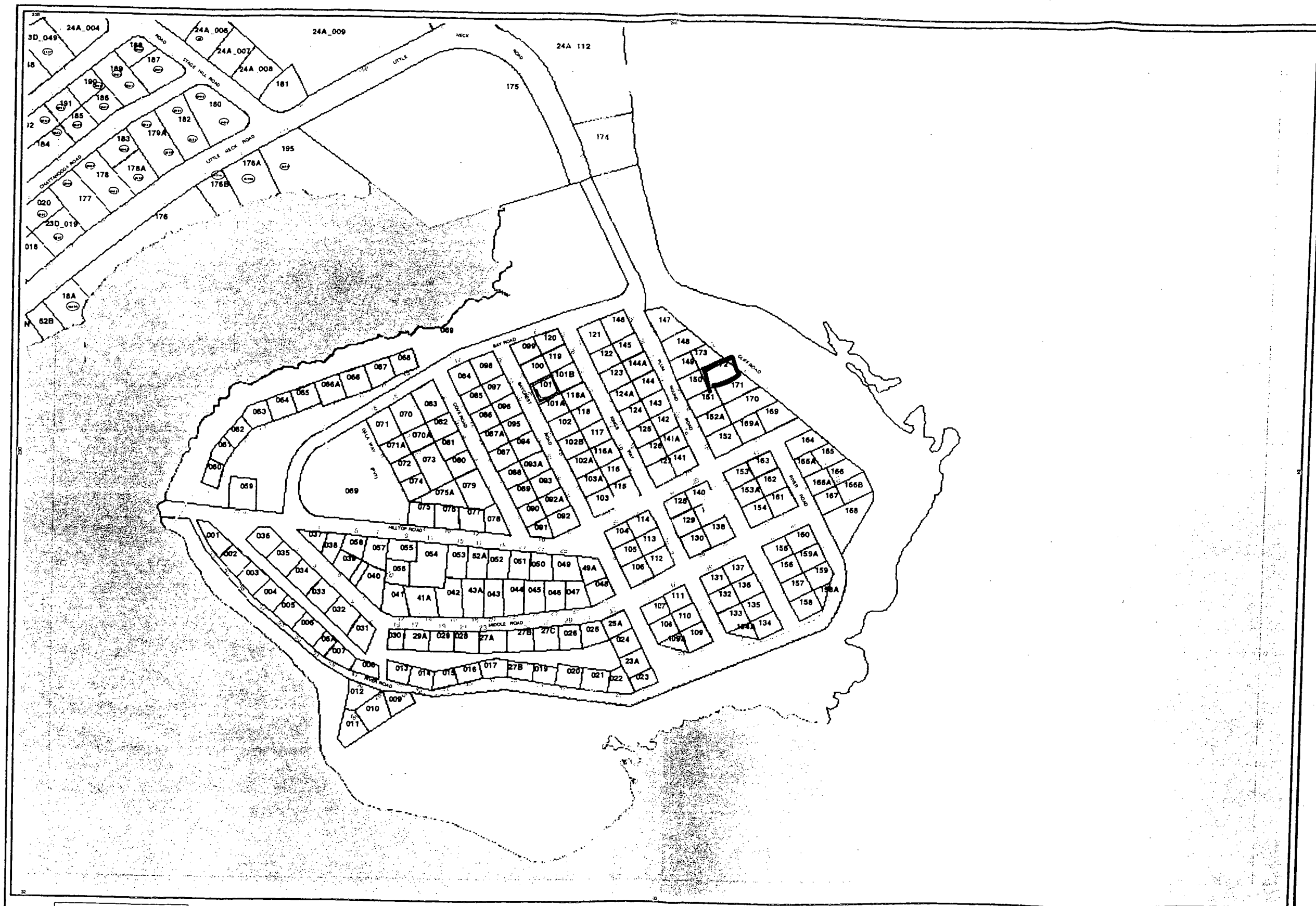
Stocker, Myrone	June 6, 2007	2:00 pm
Story, Charles	June 11, 2007	9:30 am
Story, Douglas	June 11, 2007	11:30 am
Sullivan, Mark	June 11, 2007	2:00 pm
Sullivan, Kara	June 12, 2007	9:30 am
Sullivan, Christopher	June 12, 2007	11:30 am
Stover, Kathryn A, individually and as trustee of 158 Little Neck Trust	June 12, 2007	2:00 pm
Survillas, Joseph	June 18, 2007	9:30 am
Survillas, Nancy	June 18, 2007	11:30 am
Todd, Deborah O.	June 18, 2007	2:00 pm
Torrise, Elizabeth S.	June 19, 2007	9:30 am
Veno, Arthur	June 19, 2007	11:30 am
Walker, Diane	June 19, 2007	2:00 pm
Walker, Michael	June 20, 2007	9:30 am
Whitney-Wallace, Diane	June 20, 2007	11:30 am

The deposition will continue from day to day until completed. You are invited to attend and cross-examine.

**Each deponent is requested to bring to the deposition:**

- (1) All communications, pictures and/or documents in the deponent's possession, custody or control which pertain in any way to the Feoffees or the use and occupancy of land on Little Neck, Ipswich by the deponent and
- (2) All documents evidencing, concerning or relating in any way to any representations the deponent claims were made by the Feoffees to the deponent or to any prior occupant of the lot occupied by the deponent.

EXHIBIT *KTS*  
 # *2*  
*6/11/07 Bk*



0 100 200  
 Feet

# Town of Ipswich Massachusetts

- Legend**
- Easements
  - Lot Lines
  - Hooks
  - Map Grid



For Assessment Purposes Only  
 Not For Property Conveyance

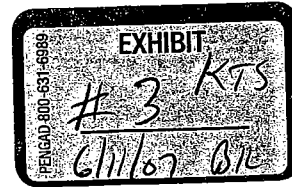
The Town of Ipswich makes no claim, representation, or warranty, expressed or implied, concerning the validity, reliability, or accuracy of the GIS data / products as they relate to the configuration of the parcels on this map.

Revised 2003

Map Number  
**24C**

June 13, 2003

Mr. Donald Whiston  
P.O. Box 166  
Ipswich, MA 01938



Dear Mr. Whiston:

Enclosed please find a release of my 1/3 ownership of 8 Cliff Road, Ipswich, MA to Mark and Kara Sullivan.


Please change the ownership record from the Estate of Eileen Sullivan to 2/3 ownership Mark and Kara Sullivan, 80 Pleasant Street, Wellesley, MA 02482 and 1/3 ownership to Christopher Sullivan, 126 Union Park #3, Boston, MA 02118.

Continue to send all correspondence to Mark and Kara Sullivan.

Please feel free to call us with any questions. Gregory can be reached at 617-350-8974 and Mark and Kara at 781-235-8695.

Regards,

  
Gregory G. Sullivan

  
Mark F. Sullivan

  
Kara T. Sullivan

cc: Christopher Sullivan

Enclosure

June 13, 2003

Mark F. Sullivan  
80 Pleasant Street  
Wellesley, MA 02181

Christopher P. Sullivan  
126 Union Park Street, #3  
Boston, MA 02118


And to whom it may concern

As of Friday the 13<sup>th</sup> of June 2003, I agreed to the buyout of ownership of the <sup>1/3 ownership</sup> shared home at 8 Cliff Road, Ipswich, MA. The agreed amount is \$125,000.00 minus expenses of \$2300.00, resulting in a total of ~~\$122,700.00~~, paid to me this 13<sup>th</sup> of June 2003.

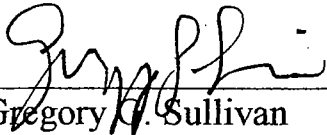
~~\$122,700.00~~  
\$122,500.00

I will take ownership of (1) of the Boston Rockers as agreed upon in earlier communications, at a time mutually agreed upon, along with my personal belongings from one of the bedrooms.

Regards,

  
Gregory C. Sullivan  
126 Union Park Street, #3  
Boston, MA 02118

I, Gregory G. Sullivan, in consideration of \$122,500.00 hereby transfer all of my rights, title and interest in a certain leasehold/dwelling/contents located at 8 Cliff Road, Ipswich, MA, Essex County to Mark and Kara Sullivan.

Sign  \_\_\_\_\_  
Gregory G. Sullivan

Gregory Sullivan executed the above document as his free act and deed on this June 13, 2003.

FEOFFEES OF THE GRAMMAR SCHOOL  
P.O. Box 166  
Ipswich, Massachusetts 01938

August 18<sup>th</sup>, 2005



TO: Little Neck Cottage Owners

You recently received your bill for the period, July 1<sup>st</sup> through December 31<sup>st</sup>, 2005. The bills were due, in full, by August 1<sup>st</sup>. The annual rent was maintained at the 2004-05 level. Despite continued escalation in the Consumer Price Index, and more dramatically in the values of coastal properties, we determined that there should be no increase this year due to the inconveniences caused by this year's construction projects.

As we are sure you know, the construction of the wastewater collection system should be completed by the end of the year and all cottages (except the few with recently installed Title 5 systems) will be connected as of January 1<sup>st</sup>. We will be contacting you after Labor Day with additional information regarding the conversion for your cottage and the billing process for the operation of the system.

Two years ago, in his letter to you with your 2003-04 bill, Don Whiston advised you that to comply with the requirement of the Consent Order with the Department of Environmental Protection, the installation of over 100 separate tight tanks would begin in October, 2003. Each cottage owner would have been responsible for the costs of installing his or her system and the periodic pump-outs. Due to the strenuous appeals of the cottage owners to find a better solution to manage the septic waste, including less truck traffic and other impact on the quality of life on Little Neck, the Feoffees and their consultants explored numerous options to address your concerns.

It was always recognized that the costs of a collection network and centralized system would be substantially more than the installation of tight tanks. As the cottage owners would bear all costs associated with the system, we reviewed the alternative solutions and identified a project that would provide the maximum benefit at the minimum cost. However, at this time it appears the cost will be at least \$35,000 per cottage. We will not have a final cost until later this year.

We have secured bank financing to complete the project and the loan will be paid back from payments received from the cottage owners. In recognition of this additional requirement and to insure our ability to collect the payments, your existing tenancy at will status will be terminated as of December 31<sup>st</sup>, 2005. You will be offered the opportunity to enter into a written, 15-year lease for your lot which will provide for the payment of rent consisting of three components: (1)

August 18<sup>th</sup>, 2005  
Page -2-

base rent; (2) real estate tax, and (3) additional rent based upon 1/167th of the costs of the wastewater collection system.

We are currently developing the lease form for review by the School Committee and Little Neck Homeowners, Inc. We expect a draft to be submitted to you in late September together with a more accurate estimate of the total costs of the wastewater collection system. The leases will be in a form that will enable cottage owners to secure conventional, FNMA/FHLMC 15-year mortgages on their Little Neck leaseholds.

We appreciate the cooperation that we have received from the majority of the cottage owners. As you may have heard, approximately 40 owners failed to pay the special assessments billed during 2004-05. We were very disappointed by this failure as the prompt payment of the costs associated with the wastewater collection system is critical for the continued use of the property by the 167 cottage owners. All overdue accounts, with interest at the rate of 14%, will be collected from the delinquent tenants when we apportion the costs of the system with the rent invoices at the end of the year.

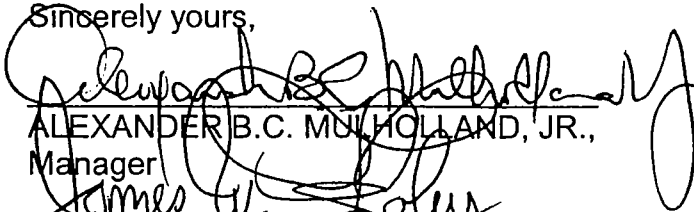
The improvements to the electrical distribution grid have been completed. The costs of that project were paid by the Feoffees out of the current rental income. That project will not affect our calculation of the base rent in the future.

I have also enclosed a copy of the currently Rules and Regulations. We urge you to post this document in your cottage for your guests or tenants. Please remember that you are responsible for compliance by persons using your cottage.

You will see substantial correspondence from the Feoffees after Labor Day as the wastewater system is completed and the leases are distributed. Our contractors will continue to use their best efforts to minimize any disruptions of your utilities during their work.

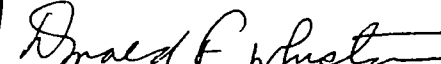
We thank you for your continued cooperation in these matters.

Sincerely yours,

  
ALEXANDER B.C. MULHOLLAND, JR.,  
Manager

  
JAMES W. FOLEY

  
PETER FOOTE

  
DONALD F. WHISTON



**LOMBARDO ASSOCIATES, INC.**

49 Edge Hill Road

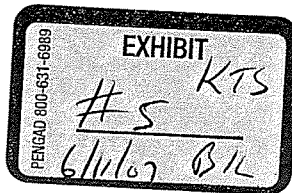
Newton, Massachusetts 02467

(617) 964-2924

Fax: (617) 332-5477

E-mail: [pio@LombardoAssociates.com](mailto:pio@LombardoAssociates.com)

Web Site: [www.LombardoAssociates.com](http://www.LombardoAssociates.com)



March, 2005

Mark Sullivan  
80 Pleasant St.  
Wellesley, MA 02482

Dear Little Neck Home Owner:

Re: House Connection To Sewer

As you know, Lombardo Associates, Inc. (LAI) has been working with the Feoffees to develop and implement a wastewater management system for Little Neck, which complies with the Administrative Consent Order (ACO) from the Massachusetts Department of Environmental Protection (MADEP). The near-term wastewater system consists of:

- Sewer System – which includes installation of a house lateral (sewer connection) brought to each house's foundation wall
- Holding Tank and Pump-Out Facility on Little Neck

The construction of the wastewater system is complete. Your house connection location is shown on the attached Figure. We have tried to accommodate changes to the locations where feasible.

The sewer contractor was able to connect to your existing sewer at this location. If your property only has one wastewater discharge pipe at the location shown, we anticipate that no plumbing requirements by you will need to be made. However, you will need to retain a plumber to consolidate your wastewater pipes, if you have more than one wastewater pipe, and direct them to the new sewer connection point as shown on the attached Figure. This work needs to occur before occupying the house. Your septic tank/cesspool has been pumped and filled with sand and is no longer be operable.

We have also attached tax credit information for which some homeowners may be eligible.

If you have any questions, please do not hesitate to contact David VanHoven in the office at (617) 964-2924 or E-mail [davidv@LombardoAssociates.com](mailto:davidv@LombardoAssociates.com).

Yours truly

Pio S. Lombardo, P.E.  
President

cc: Mr. Alex Mulholland, Feoffee  
Mr. James Foley, Feoffee  
Mr. Peter Foote, Feoffee  
Attorney Donald Greenough

## **Septic System Repair Tax Credit Information**

This information is based on the references provided below and technical information reports issued by the Massachusetts Department of Revenue. The data is presented for informational purposes only. To determine the applicability for each property, homeowners need to obtain advice from their professional tax advisors to determine how the tax credit may be applicable to them.

### **Special Rules for Massachusetts and Federal Court Mandated Hookups**

Any owner of residential property located in Massachusetts who is not a dependent of another taxpayer and who occupies the property as his or her principal residence is allowed a credit for the expenses incurred to:

- repair or replace a failed cesspool or septic system in compliance with the sewer system requirements of the State Environmental Code Title V as promulgated in 310 CMR 15.000 et seq., by the Department of Environmental Protection in 1995; or
- connect to a municipal sewer systems pursuant to a federal court order, administrative consent order, state court order, consent decree, or similar mandate.

**Qualified expenses incurred to bring a failed system into full compliance may include one or more of the following:**

- an upgraded system;
- an alternative system;
- a shared system; or
- a connector to a sewer system.

**In order to qualify for the credit:**

1. the amount of credit cannot exceed \$6,000. The computation of the credit is 40 percent (.40) of available actual costs, not to exceed \$15,000 ( $\$15,000 \times .40 = \$6,000$ );
2. the maximum amount of the computed credit claimed in any tax year cannot exceed \$1,500;
3. the credit may be claimed beginning in the tax year in which the repair or replacement work is completed; and
4. the owner completes Massachusetts Schedule SC and retains it for his or her records along with the Certificate of Compliance.

If the credit exceeds the tax due, **the excess credit may be carried forward for up to five succeeding tax years.** (this change took effect for tax years beginning on or after January 1, 1998).

**If a taxpayer voluntarily repairs or replaces** a cesspool or septic tank, this credit is **not** available since it is not considered a "failed" system under Title V.

**Nonresidents** do not qualify for this credit since the property must be an owner occupied principal residence located in Massachusetts. However, former Massachusetts residents who are required to file Massachusetts nonresident returns may claim their unused prior year credit carryovers.

**Part-year residents DO** qualify for the full credit if the property is an owner occupied principal residence.

---

### **Special Rules for Massachusetts and Federal Court Mandated Hookups:**

**Federal Court Mandated Hookup:**

Environmental Engineers/Consultants

**LOMBARDO ASSOCIATES, INC.**

Any taxpayer who is required to connect his/her septic system to the city or town sewer system, pursuant to a federal court order, consent decree or similar mandate from a federal court of competent jurisdiction, may claim the Title V credit, notwithstanding that the taxpayer's septic system was not inspected and determined to be a "failed system" and no Certificate of Compliance was issued to the taxpayer. See TIR 99-5 below.

In order to claim the credit, a taxpayer must obtain a verification letter from the city or town in lieu of the Certificate of Compliance.

**Massachusetts Court or Consent Mandated Hookup:**

Any taxpayer who is required to connect his/her septic system to the city or town sewer system, pursuant to an Administrative Consent Order from the Massachusetts Department of Environmental Protection, a Massachusetts state court order, consent decree, or similar mandate from a state court of competent jurisdiction, may claim the Title V credit, notwithstanding that the taxpayer's septic system was not inspected and determined to be a "failed system" and no Certificate of Compliance was issued to the taxpayer. See DD 01-6 below.

In order to claim the credit, a taxpayer must obtain a verification letter from the city or town in lieu of the Certificate of Compliance.

---

**1998 Law Change to Extend the Credit Carryover Period for Tax Years Beginning 1998:**

Effective January 1, 1998, the Massachusetts credit carryover period for unused credit was extended from three to five years. All other criteria remained the same.

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**Prior Law:**

**Prior to 1997:**

The credit was not available, however, qualified expenses incurred in 1995 or 1996 may be claimed on 1997 tax returns (amended return).

---

**Where to Report on Original Tax Return; What to Enclose:**

- **Residents and part-year residents**, complete Schedule SC ([http://www.dor.state.ma.us/Forms/IncTax05/addls/sch\\_sc.pdf](http://www.dor.state.ma.us/Forms/IncTax05/addls/sch_sc.pdf)) and enter the amount of credit allowed on either Mass Form 1 or 1-NR/PY, Schedule Z, Part 1., Line 4.

**Documentation to Submit with Abatement/Amended Tax Return:**


- Massachusetts Schedule SC - Septic Credit;
- Certificate of Compliance or Verification Letter issued by the appropriate authority.

**Massachusetts References:**

- M.G.L. c. 62, s. 6(i), as amended by St. 1999, c. 127, s. 281; as amended by St. 1998, c. 175, s. 18
- TIR 99-20: Title 5 Septic System Expenditures Credit - Calculation of Subsidy Deduction ([http://www.dor.state.ma.us/rul\\_reg/tir/tir\\_99\\_20.htm](http://www.dor.state.ma.us/rul_reg/tir/tir_99_20.htm))
- TIR 99-5: The Title V Credit and federally Mandated Sewer Connections ([http://www.dor.state.ma.us/rul\\_reg/tir/tir\\_99\\_5.htm](http://www.dor.state.ma.us/rul_reg/tir/tir_99_5.htm))
- TIR 98-8: Massachusetts 1998 Reducing Income Taxes Act ([http://www.dor.state.ma.us/rul\\_reg/tir/TIR\\_98\\_8.htm](http://www.dor.state.ma.us/rul_reg/tir/TIR_98_8.htm))
- TIR 97-12: Personal Income Tax Credit for Failed Cesspool or Septic System Title V Expenditures ([http://www.dor.state.ma.us/rul\\_reg/tir/tir\\_97\\_12.htm](http://www.dor.state.ma.us/rul_reg/tir/tir_97_12.htm))
- DD 01-6: The Title 5 Credit and State Mandated Sewer Connections ([http://www.dor.state.ma.us/rul\\_reg/dir/dir\\_01\\_6.htm](http://www.dor.state.ma.us/rul_reg/dir/dir_01_6.htm))

Environmental Engineers/Consultants

**LOMBARDO ASSOCIATES, INC.**



PAUL BRYAN  
10 CLIFF RD  
FF=49.60  
LL=43.40

MARK SULLIVAN  
8 CLIFF RD  
FF=57.60  
LL=50.40

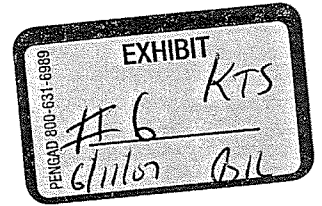
JOHN LYON  
6 CLIFF RD  
FF=64.30  
LL=56.00

March, 2006  
Little Neck  
Street Sewer and House Connection  
Layouts

**FEOFFEEES OF THE GRAMMAR SCHOOL**

P.O. Box 166  
Ipswich, Massachusetts 01938

February 9<sup>th</sup>, 2006



TO: Little Neck Cottage Owners

You recently received your bill for the period of January 1<sup>st</sup> through June 30<sup>th</sup>, 2006. We appreciate the continued cooperation of you and your fellow owners as we received timely payments from over 90% of the owners.

We have enclosed a newsletter providing an update of the wastewater management project as of January 19<sup>th</sup>. We have attempted to provide the most accurate estimate of the total project costs based upon costs to date and the estimated costs to complete the connections prior to the beginning of the 2006 season. As requested at the October meeting, we have provided additional information concerning the increases in costs since that meeting.

The statement of costs also notes that an additional \$350,000 (\$2,100 per lot) may be required if the pump-out location is not constructed at the corner of Kings Way and Bay Road. As most of you may know, the Conservation Commission approved the Kings Way location, however the decision has been appealed by a few cottage owners. We continue to support the approved location because it is far superior for public safety (particularly children), minimizes the number of cottage owners affected by truck traffic in front of their cottages, and significantly reduces the project cost.

A pump-out location as close as possible to the front gate was first recommended by Weston & Sampson, the consulting engineer retained by the Little Neck Homeowners, Association, Inc. We have always agreed with that assessment. Our engineer initially used the ballfield location because we did not believe that we could acquire a location near the gate at a reasonable price. In late 2005, we were fortunate to identify a willing seller on Kings Way. Due to the costs of safety-related improvements as well as the effect of the additional truck traffic on Little Neck roads, the Kings Way site is substantially less expensive to construct.

The fees of our legal counsel and engineer to contest the appeal are only unnecessarily increasing the project costs for all cottage owners. Therefore, we will use our best efforts to have the appeal dismissed as quickly as possible.

For updated information concerning the wastewater project, we suggest that you check the website created by Lombardo Associates, Inc., from time to time:

[www.lombardoassociates.com/little\\_neck\\_ipswitch\\_massachusetts.php](http://www.lombardoassociates.com/little_neck_ipswitch_massachusetts.php)

Regarding the leases, we have continued to work with our advisors concerning the appropriate rents for 2006-2007 and revisions to the form. An updated Lease, including the proposed rents, should be circulated among the cottage owners in early March and be ready for execution in April. The leases will be effective on July 1<sup>st</sup>. We are working with local banks to develop an attractive mortgage package for cottage owners who would prefer to privately finance their share of the project costs instead of paying through the Feoffees' semi-annual bills.

# **LITTLE NECK WASTEWATER MANAGEMENT SYSTEM**

## **NEWSLETTER-JANUARY 19, 2006**

### **PAGE 1**

#### **PROJECT SUMMARY**

The Little Neck Wastewater System consists of:

- Wastewater collection system sewers and two pump stations
- Holding Tanks
- Pump-out Facility
- Operations Building
- Real-time Electronic Management Information System

The sewer system collects wastewater from 167 houses and the community center. The wastewater flows to the Holding Tanks either by gravity or via force main from the two pump stations. Pump Station No. 1 is located at the parking area on River Road and Pump Station No. 2 is located near the entrance to Little Neck on Plum Sound Road.

Wastewater collected by the sewer system is conveyed to the holding tanks, where it will be periodically pumped out and transported to the Ipswich Wastewater Treatment Facility. The design basis of the holding tanks is three days of design wastewater flow plus contingency, which allows storage so week-end and holiday pumping is not necessary. Thus, based on the 2004 summer water use data, the Little Neck holding tanks are sized at 120,000 gallons. The holding tanks are located at the Little Neck ballfield (See Figure).

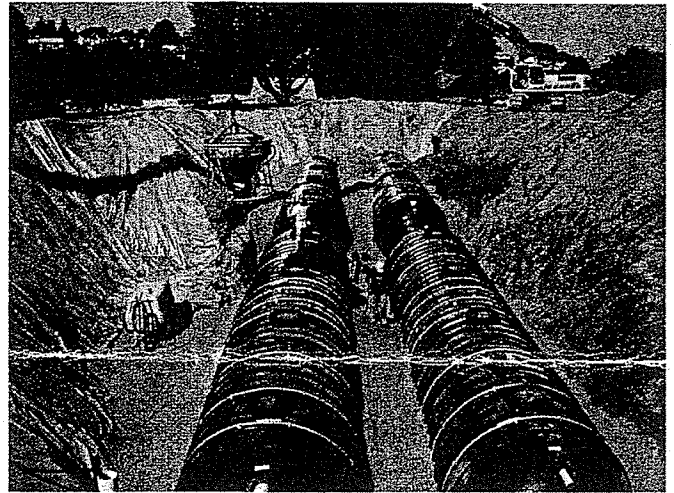
The primary transfer facilities will be located at the corner of Kings Way and Bay Road, if permitted by the Conservation Commission. There is a back-up transfer station located at the ballfield across from the Community Center. The wastewater will be trucked through Town to the Ipswich Wastewater Treatment Plant. Wastewater pumping and disposal costs will be based upon actual wastewater generation and bills will be issued monthly.

A real time Management Information System (MIS) is being developed for the Little Neck wastewater management system. This system will monitor water use, the wastewater operations and will generate reports and billing information.

Three potential long-term solutions have been identified for Little Neck wastewater management. They are as follows:

1. ***Connection to the Ipswich sewer system with untreated Little Neck wastewater.***
2. ***Construction of an on Little Neck WWTP and clean water connection to the Ipswich sewer system discharge pipe.***
3. ***Horizontal directional drilling (HDD) and connection to the Ipswich WWTP.***

Each option has challenges. No decision has been made on which option to pursue.



**Wastewater Holding Tanks at Little Neck Ballfield**

#### **ACTIVITIES TO DATE**

- Sewer mains and pump stations installed
- Holding Tanks installed
- Operations Building constructed

#### **NEAR TERM SCHEDULE**

House Connections started	Nov. 15, 2005
Backup Pump-out Facility complete	Feb. 15, 2006
House Connections complete	Feb. 15, 2006
MIS System complete	Feb. 28, 2006
Pumping Operations begin	Feb. 1, 2006
Septic Tanks Abandoned	Feb. 15, 2006
Roadwork complete	April, 2006
All Areas restored	May, 2006



# LITTLE NECK WASTEWATER MANAGEMENT SYSTEM NEWSLETTER-JANUARY 19, 2005

PAGE 2

## PROJECT ISSUES

### **Pump-out Location**

The option for the Outside the Entrance Pump Out Facility was rejected due to permitting restrictions. An option just inside the entrance along Bay Road at Kings Way has been designed and was approved by the Ipswich Conservation Commission on December 14, 2005. The Pump Out Facility cannot be built until the permit is actually issued and after the permit appeal period.

A Backup Pump-out facility is being provided at the ballfield site that will be used in the interim to comply with the Massachusetts Department of Environmental Protection Administrative Consent Order.

### **House Connections**

House sewer connections are proceeding as shown in the August, 2005 letter sent to each homeowner, which included a photo of each house and the connection pipe. Homes that will likely require relocating of their plumbing to connect to the sewer were notified by certified mail at the beginning of November. The remaining homes should have the sewer connected to their existing piping.

There is only one sewer connection per house and it is the homeowner's responsibility to consolidate all wastewater pipes to the installed sewer location. Lombardo Associates will continue to coordinate with residents for their house connections. The existing septic tanks/cesspools will be abandoned and filled as part of the project.

## CONTACT INFORMATION

If there are any questions, please contact David VanHoven in the office at 617-964-2924 or [davidv@lombardoassociates.com](mailto:davidv@lombardoassociates.com). Kevin McElhinney can be reached in the Little Neck engineer's field office at 978-356-0712.

## ESTIMATED PROJECT COSTS – JAN. 2006

### *BETTERMENT*

**CAPITAL COST                      \$6,856,000**

**COST PER PROPERTY\*      \$41,050**

\*Based on 167 homes connecting and does not include credit for the \$1,000 wastewater system payment made by homeowners in 2005. Additional cost per property for additional interest will accrue at approximately \$200 per month for payments made after February 28, 2006.

### **DIFFERENCE BREAKDOWN**

Estimate from Oct. 30 <sup>th</sup> meeting	\$38,704
Interest During Construction thru Fe. 28, 06	\$568
Pre 2004 Studies	\$778
Backup Pump Out System related Costs	\$1,000
<b>Total</b>	<b>\$41,050</b>

There will be an additional cost per property if the Feoffees are forced to make the ballfield location the permanent pump-out facility:

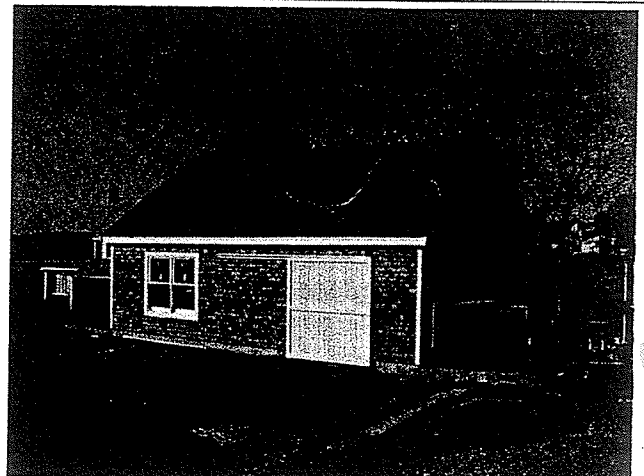
Pump-out Improvements      **\$2,100**

### *ANNUAL\*\**

Avg. Year Round Resident      \$1,600 to \$2,600

Avg. Summer Resident              \$950 to \$1,600

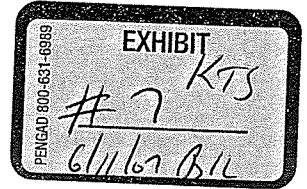
\*\*Maximum is based on 2004 water use records and minimum is based on reducing water use by 50% of 2004 levels.



New Operations Building where Firehouse used to be

**FEOFFEES OF THE GRAMMAR SCHOOL**

Ipswich, Massachusetts 01938



July 10<sup>th</sup>, 2003

(via) Regular Mail and Certified Mail/Return Receipt Requested

Mr. Mark F. Sullivan  
80 Pleasant Street  
Wellesley, MA 02181

re: 8 Cliff Road ( Little Neck )  
Ipswich, Massachusetts

Dear Mr. Sullivan:

It has been brought to the attention of the Feoffees of the Grammar School in Ipswich, that you are violating the Rules and Regulations in connection with your occupancy at the above property.

This is to notify you that the Feoffees of the Grammar School in Ipswich will hold a special meeting at the office of Attorney Donald M. Greenough, at 2 Depot Square, (Ipswich Co-operative Bank Building - on the second floor), in Ipswich, at 11:00 a.m., on Thursday, July 17<sup>th</sup>, 2003, to address the board's concerns.

Your attendance at this meeting is expected.

Very truly yours,

DONALD F. WHISTON  
Acting Clerk

cc: Mr. Mark V. Sullivan, 8 Cliff Road, Ipswich, MA 01938  
(via) Hand Delivered





July 16, 2003

To Whom It MAY Concern;

I am advised that there is a disagreement regarding parking rights at 8 Cliff Road, Little Neck, and I wish to comment on the matter.

I was an active Real Estate Broker on Little Neck for 15 years beginning in 1978. I was involved in many cottage sales during this period.

Since there is no plot plan/property lines, I always deemed it important to discuss with the Sellers where they considered their "property boundaries" and the use of it. Because there are no legal boundaries, the historical and current use of the land should be the determinant of who should have the use of it.

I was the Broker on the conveyance of 8 Cliff Road (then Lot 124) in 1980 from the MacLeods to the Sullivans. Mr. MacLeod always parked to the left of the Cottage, by the front door, which I understand is the area in question. After purchasing the cottage, the Sullivans continued to use this space as their primary parking spot, which has been continued to the present.

This parking space has been continually used by the occupant of Lot 124/8 Cliff Road for over a generation. It is also located right by their front door.

The Sullivans should be able to use this land for parking as did their parents and the previous owner.

  
John E. Connor

**ALEXANDER & FEMINO**

ATTORNEYS AT LAW  
ONE SCHOOL STREET  
BEVERLY, MASSACHUSETTS 01915  
alexanderfemino@earthlink.net

LEONARD F. FEMINO  
THOMAS J. ALEXANDER

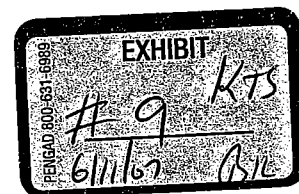
TELEPHONE (978) 921-1990  
FAX (978) 921-4553

JERALD A. PARISELLA

June 28, 2006

**VIA CERTIFIED/REGULAR MAIL**

Mark and Kara Sullivan  
Christopher Sullivan  
80 Pleasant Street  
Wellesley MA 02181



**NOTICE TO TERMINATE TENANCY AT WILL**

RE: Landlord: Feoffees of the Grammar School in the Town of Ipswich  
Tenant: Mark and Kara Sullivan and Christopher Sullivan  
Address: 8 Cliff Road, Ipswich MA

Dear Mr. and Mrs. Sullivan and Mr. Sullivan:

This is to notify you that your tenancy at will is hereby terminated as of February 1, 2007, it being the next rent due date.

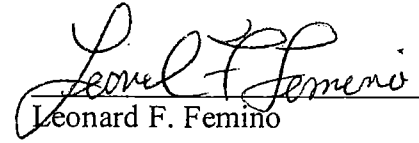
You are hereby notified to quit and deliver up at the end of the term of your tenancy, beginning after this notice, that is January 31, 2007, the premises (land) now held by you as a tenant, and remove your personal property therefrom, namely:

8 Cliff Road  
Ipswich MA 01938

Any funds paid by you after this notice shall be accepted for use and occupancy only and not for rent, shall not waive this notice or any subsequent eviction proceedings, nor shall it create or reinstate any tenancy.

Your rent for the remaining term of July 1, 2006 to December 31, 2006 is the same as the last six month period, and the receipt of that amount will not create a new tenancy. You will not be receiving a bill for this final rental period. Please mail your payment to P.O. Box 166, Ipswich MA 01938.

Very truly yours,  
Feoffees of the  
Grammar School in the  
Town of Ipswich,  
By its attorney

  
Leonard F. Femino

LFF/ks

CC: Donald M. Greenough

**ALEXANDER & FEMINO**

ATTORNEYS AT LAW  
ONE SCHOOL STREET  
BEVERLY, MASSACHUSETTS 01915  
alexanderfemino@earthlink.net

LEONARD F. FEMINO  
THOMAS J. ALEXANDER

TELEPHONE (978) 921-1990  
FAX (978) 921-4553

JERALD A. PARISELLA

August 22, 2006

Christopher Sullivan  
80 Pleasant Street  
Wellesley MA 02482



**NOTICE TO TERMINATE TENANCY AT WILL**

RE:    Landlord:    Feoffees of the Grammar School in the Town of Ipswich  
      Tenant:        Mark and Kara Sullivan and Christopher Sullivan  
      Address:       8 Cliff Road, Ipswich MA

Dear Mr. Sullivan:

This is to notify you that your tenancy at will is hereby terminated as of February 1, 2007, it being the next rent due date.

You are hereby notified to quit and deliver up at the end of the term of your tenancy, beginning after this notice, that is January 31, 2007, the premises (land) now held by you as a tenant, and remove your personal property therefrom, namely:

8 Cliff Road  
Ipswich MA 01938

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Your rent for the remaining term of July 1, 2006 to December 31, 2006 is the same as the last six month period, and the receipt of that amount will not create a new tenancy. You will not be receiving a bill for this final rental period. Please mail your payment to P.O. Box 166, Ipswich MA 01938.

A TRUE COPY, ATTEST:  
DEPUTY SHERIFF  
DATE 8/28/06

**ALEXANDER & FEMINO**

ATTORNEYS AT LAW  
ONE SCHOOL STREET  
BEVERLY, MASSACHUSETTS 01915  
alexanderfemino@earthlink.net

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JERALD A. PARISELLA

August 22, 2006

Mark and Kara Sullivan  
80 Pleasant Street  
Wellesley MA 02482

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RE: Landlord: Feoffees of the Grammar School in the Town of Ipswich  
Tenant: Mark and Kara Sullivan and Christopher Sullivan  
Address: 8 Cliff Road, Ipswich MA

Dear Mr. and Mrs. Sullivan:

This is to notify you that your tenancy at will is hereby terminated as of February 1, 2007, it being the next rent due date.

You are hereby notified to quit and deliver up at the end of the term of your tenancy, beginning after this notice, that is January 31, 2007, the premises (land) now held by you as a tenant, and remove your personal property therefrom, namely:

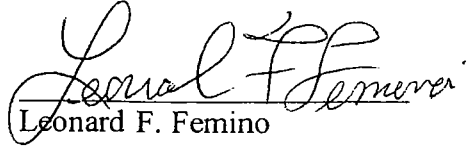
8 Cliff Road  
Ipswich MA 01938

Any funds paid by you after this notice shall be accepted for use and occupancy only and not for rent, shall not waive this notice or any subsequent eviction proceedings, nor shall it create or reinstate any tenancy.

Your rent for the remaining term of July 1, 2006 to December 31, 2006 is the same as the last six month period, and the receipt of that amount will not create a new tenancy. You will not be receiving a bill for this final rental period. Please mail your payment to P.O. Box 166, Ipswich MA 01938.

A TRUE COPY, ATTEST:  
DEPUTY SHERIFF  
DATE 9/6/06

Very truly yours,  
Feoffees of the  
Grammar School in the  
Town of Ipswich,  
By its attorney

  
Leonard F. Femino

LFF/ks

CC: Donald M. Greenough

# ALEXANDER & FEMINO

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ONE SCHOOL STREET  
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THOMAS J. ALEXANDER

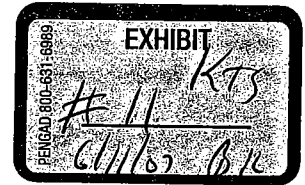
TELEPHONE (978) 921-1990  
FAX (978) 921-4553  
EMAIL: [alexanderfemino@earthlink.net](mailto:alexanderfemino@earthlink.net)

JERALD A. PARISELLA

October 3, 2006

## VIA CERTIFIED MAIL

Mark and Kara Sullivan  
Christopher Sullivan  
80 Pleasant Street  
Wellesley MA 02482



## NOTICE TO QUIT FOR NON-PAYMENT OF RENT/TAXES

RE:    Landlord:    Feoffees of the Grammar School in the Town of Ipswich  
      Tenant:        Mark and Kara Sullivan and Christopher Sullivan  
      Address:       8 Cliff Road, Ipswich MA

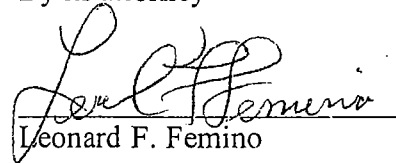
Dear Mr. and Mrs. Sullivan and Mr. Sullivan:

You are requested to leave the premises (land) you now rent as a tenant at the above named property. You have 14 days from receipt of this notice to leave or I will go to court and seek permission to evict you. This is not a judicial document. By law, a court is the final authority in every eviction, and if you believe you are entitled to remain as a tenant, you or your lawyer may present your case in court.

The reasons the landlord wishes to end your tenancy is because you have not paid rent/taxes from the rental period of July 1, 2006 through December 31, 2006. You owe \$655.47 in real estate taxes.

If you have not received a notice to quit for nonpayment of rent/taxes within the last twelve months, you have a right to prevent termination by paying or tendering to your landlord, your landlord's attorney or the person to whom you customarily pay your rent/taxes the full amount of rent due within ten days after your receipt of this notice.

Very truly yours,  
Feoffees of the  
Grammar School in the  
Town of Ipswich,  
By its attorney

  
Leonard F. Femino

LFF/ks

CC: Donald M. Greenough