

## IX. HOMEOWNER LICENSE EXEMPTION

### Supplement #1

The current exemption for "homeowner" was extended to include owner-occupied dwellings of two units or less and to allow such homeowners to engage an individual for hire who does not possess a license, provided that the owner acts as supervisor. (State Building Code Section 110.5)

### DEFINITION OF HOMEOWNER:

Person(s) who own a parcel of land on which he/she resides or intends to reside, on which there is, or is intended to be, a one to two family dwelling, attached or detached structures accessory to such use and/or farm structures. A person who constructs more than one home in a two-year period shall not be considered a homeowner. Such "homeowner" shall submit to the Building Official, on a form acceptable to the Building Official, that he/she shall be responsible for all such work performed under the building permit. (Section 110.5)

The undersigned "homeowner" assumes responsibility for compliance with the State Building Code and other applicable codes, ordinance, rules and regulations, and will comply with the City of New Bedford Building Department minimum inspection procedures and requirements.

HOMEOWNERS SIGNATURE Karen Sylvia Simmons

## X. CONSTRUCTION DEBRIS DISPOSAL

### Supplement #2

In accordance with provisions of Massachusetts General Law C40, S54, debris resulting from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by Massachusetts General Law C111, S150A

The debris will be disposed of in: N/A (Location of Facility)

Signature of Permit Applicant

Date

## XI. HOME IMPROVEMENT CONTRACTOR LAW AFFIDAVIT

(Residential Use Only) Supplement to Permit Application

### Supplement #3

MGLc. 142 A requires that the "reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, demolition, or construction of an addition to any pre-existing owner-occupied building containing at least one but not more than four dwelling units... or to structures which are adjacent to such residence of building" be conducted by registered contractors, with certain exceptions, along with other requirements

Type of Work: Change of Use Est. Cost

Address of Work 22 POPE STREET

Owner Name: Karen Sylvia Simmons Date of Permit Application:

I hereby certify that Registration is not required for the following reason(s)

Work excluded by law Job under \$1,000 Building not owner-occupied Owner obtaining own permit

Other (specify)

Notice is hereby given that:

**OWNERS OBTAINING THEIR OWN PERMIT OR EMPLOYING UNREGISTERED CONTRACTORS FOR APPLICABLE HOME IMPROVEMENT WORK DO NOT HAVE ACCESS TO THE ARBITRATION PROGRAM OF GUARANTY FUND UNDER MGLC. 142A.**

signed under penalties of perjury

I hereby apply for a permit as the agent of the owner.

Date Contractor Signature Registration No.

OR

Notwithstanding the above notice, I hereby apply for a permit as the owner of the above property

Date 11/18/19 Owner Signature Karen Sylvia Simmons

## XII. BUILDING COMMISSIONERS REVIEW COMMENTS AND CONDITIONS

C. Building Permit Rejected ☒ SPECIAL PERMIT - ZBA

Reason For Rejection:

See Attachments

Fee

Permit #

B-19-3047

Comments and Conditions:

Signed Dan Romanowicz Date: 2/13 20 20

Title Building Commissioner

Not valid unless signed (not stamped) by Building Commissioner



**DEPARTMENT OF INSPECTIONAL SERVICES  
133 WILLIAM STREET - ROOM 308  
NEW BEDFORD, MA 02740**

**CITY OF NEW BEDFORD  
JONATHAN F. MITCHELL, MAYOR**

## ***New Bedford Comprehensive Zoning Code Review Code of Ordinances – Chapter-9***

22 Pope Street – PLOT: <sup>72</sup>~~22~~ – LOT: 81 – ZONED DISTRICT: RB  
Special Permit is Required from the Zoning Board of Appeals

Zoning Code Review as follows:

Special Permit

Zoning Board of Appeals

❖ **SECTION**

- 2400 – Non Conforming Uses and Structures
- 2410 – Applicability
- 2420 – Nonconforming Uses
- 5300-5330 & 5360-5390 – Special Permit

LOCATION	22 Pope St.		
	BOA 2/10/83		
DISTRICT:	Res "B"		
PERMIT NO.	USE	PLANS:	
	2 tenement	PLOT 72	CONST.
413-44	Erect addition for bathroom		
113-83	Case #2386	Use 2nd. fl. of 2 fam. dwell	
		as Bridal Shop & reside on	
		1st. fl. Granted w/restris.	
502-05	Rebuild Chimney	tions 2/10/83	
615-05	STRIP/REROOF		

**2400. - NONCONFORMING USES AND STRUCTURES.**

**2410. Applicability.** This Zoning Ordinance shall not apply to structures or uses lawfully in existence or lawfully begun, or to a building or special permit issued before the first publication of notice of the public hearing required by M.G.L.A. c. 40A, § 5, at which this Zoning Ordinance, or any relevant part thereof, was adopted. Such prior, lawfully existing nonconforming uses and structures may continue, provided that no modification of the use or structure is accomplished, unless authorized hereunder.

(Ord. of 12-23-03, § 1)

**2420. Nonconforming Uses.** The Board of Appeals may award a special permit to change a nonconforming use in accordance with this Section only if it determines that such change or extension shall not be substantially more detrimental than the existing nonconforming use to the neighborhood. The following types of changes to nonconforming uses may be considered by the Board of Appeals:

2421. Change or substantial extension of the use;

2422. Change from one nonconforming use to another, less detrimental, nonconforming use.

(Ord. of 12-23-03, § 1)

**2430. Nonconforming Structures, Other Than Single- and Two-Family Structures.** The Board of Appeals may award a special permit to reconstruct, extend, alter, or change a nonconforming structure in accordance with this Section only if it determines that such reconstruction, extension, alteration, or change shall not be substantially more detrimental than the existing nonconforming structure to the neighborhood. The following types of changes to nonconforming structures may be considered by the Board of Appeals:

2431. Reconstructed, extended or structurally changed;

2432. Altered to provide for a substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent;

The reconstruction, extension or structural change of such nonconforming structures so as to increase an existing nonconformity, or create a new nonconformity, including the extension of an exterior wall at or along the same nonconforming distance within a required yard, shall require the issuance of a variance from the Board of Appeals.

(Ord. of 12-23-03, § 1)

**2440. Nonconforming Single- and Two-Family Structures.** Nonconforming single- and two-family residential structures may be reconstructed, extended, altered, or structurally changed upon a determination by the Inspector of Buildings that such proposed reconstruction, extension, alteration, or change does not increase the nonconforming nature of said structure, and the issuance of a building permit, where applicable. In the event that the Inspector of Buildings determines that the nonconforming nature of such structure would be increased by the proposed reconstruction, extension, alteration, or change, the Board of Appeals may, by finding (which shall not require a super majority), allow such reconstruction, extension, alteration, or change where it determines that the proposed modification will not be substantially more detrimental than the existing nonconforming structure to the neighborhood.

(Ord. of 12-23-03, § 1)

**2450. Abandonment or Non-Use.** A nonconforming use or structure which has been abandoned, or not used for a period of two (2) years, shall lose its protected status and be subject to all of the provisions of this Zoning Ordinance.

(Ord. of 12-23-03, § 1)

**2460. Catastrophe.** Any nonconforming structure may be reconstructed after a fire, explosion or other catastrophe, provided that such reconstruction is completed within twelve months after such catastrophe, and provided that the building(s) as reconstructed shall be only as great in volume or area as the original nonconforming structure unless a larger volume or area is authorized by special permit from the Board of Appeals. Such time for reconstruction may be extended by the Board of Appeals for good cause.

(Ord. of 12-23-03, § 1)

**2470. Reversion to Nonconformity.** No nonconforming use shall, if changed to a conforming use, revert to a nonconforming use.

(Ord. of 12-23-03, § 1)

**5300. - SPECIAL PERMITS.**

**5310. Special Permit Granting Authority.** The Zoning Board of Appeals, the Planning Board or the City Council shall act as the Special Permit Granting Authority under this Chapter as specifically designated in a particular Section or in accordance with the Specific Designations in the Table of Principal Use Regulations under Appendix A of this Chapter.

(Ord. of 12-23-03, § 1; Ord. of 12-8-05, § 1)

**5320. Criteria.** Special permits shall be granted by the special permit granting authority, unless otherwise specified herein, only upon its written determination that the benefit to the City and the neighborhood outweigh the adverse effects of the proposed use, taking into account the characteristics of the site and of the proposal in relation to that site. In addition to any specific factors that may be set forth in this Ordinance, the determination shall include consideration of each of the following:

5321. Social, economic, or community needs which are served by the proposal;

5322. Traffic flow and safety, including parking and loading;

5323. Adequacy of utilities and other public services;

5324. Neighborhood character and social structures;

5325. Impacts on the natural environment; and

5326. Potential fiscal impact, including impact on City services, tax base, and employment.

(Ord. of 12-23-03, § 1)

**5330. Procedures.** Applications for special permits shall be filed in accordance with the rules and regulations of the various special permit granting authorities, as may be applicable.

(Ord. of 12-23-03, § 1)

**5340. Plans.** An applicant for a special permit shall submit a plan in substantial conformance with the requirements of Section 5400, herein.

(Ord. of 12-23-03, § 1)

**5350. Development Impact Statement (DIS).** At the discretion of the special permit granting authority, the submittal of a development impact statement (DIS) may be required. The DIS shall be prepared by an interdisciplinary team including a Registered Landscape Architect or Architect, a Registered Professional or Civil Engineer, and a Registered Surveyor.

**5351. Physical Environment.**

- (a) Describe the general physical conditions of the site, including amounts and varieties of vegetation, general topography, unusual geologic, archeological, scenic and historical features or structures, location of significant viewpoints, stone walls, trees over sixteen (16) inches in diameter, trails and open space links, and indigenous wildlife.
- (b) Describe how the project will affect these conditions, providing a complete physical description of the project and its relationship to the immediate surrounding area.

**5352. Surface Water and Subsurface Conditions.**

- (a) Describe location, extent, and type of existing water and wetlands, including existing surface drainage characteristics, both within and adjacent to the site.
- (b) Describe any proposed alterations of shore lines, marshes, or seasonal wet areas.
- (c) Describe any limitations imposed on the project by the site's soil and water conditions.
- (d) Describe the impact upon ground and surface water quality and recharge, including estimated phosphate and nitrate loading on groundwater and surface water from septic tanks, lawn fertilizer, and other activities within the site.

**5353. Circulation Systems.**

Project the number of motor vehicles to enter depart the site per average day and peak hour. Also state the number of motor vehicles to use streets adjacent to the site per average day and peak hour. Such data shall be sufficient to enable the special permit granting authority to evaluate (i)

existing traffic on streets adjacent to or approaching the site, (ii) traffic generated or resulting from the site, and (iii) the impact of such additional traffic on all ways within and providing access to the site. Actual study results, a description of the study methodology, and the name, address, and telephone number of the person responsible for implementing the study, shall be attached to the DIS.

5354. Support Systems.

- (a) Water Distribution: Discuss the types of wells or water system proposed for the site, means of providing water for firefighting, and any problems unique to the site.
- (b) Sewage Disposal: Discuss the type of on-site or sewer system to be used, suitability of soils, procedures and results of percolation tests, and evaluate impact of disposal methods on surface and groundwater.
- (c) Refuse Disposal: Discuss the location and type of facilities, the impact on existing City refuse disposal capacity, hazardous materials requiring special precautions.
- (d) Fire Protection: Discuss the type, location, and capacity of fuel storage facilities or other flammables, distance to fire station, and adequacy of existing firefighting equipment to confront potential fires on the proposed site.
- (e) Recreation: Discuss the distance to and type of public facilities to be used by residents of the proposed site, and the type of private recreation facilities to be provided on the site.
- (f) Schools: Project the increase to the student population for nursery, elementary, junior high school, and high school levels, also indicating present enrollment in the nearest public schools serving these categories of students.

5355. Phasing. Where development of the site will be phased over more than one year, indicate the following:

- (a)

Describe the methods to be used during construction to control erosion and sedimentation through use of sediment basins, mulching, matting, temporary vegetation, or covering of soil stockpiles. Describe the approximate size and location of portion of the parcel to be cleared at any given time and length of time of exposure.

- (b) Describe the phased construction, if any, of any required public improvements, and how such improvements are to be integrated into site development.

(Ord. of 12-23-03, § 1)

**5360. Conditions.** Special permits may be granted with such reasonable conditions, safeguards, or limitations on time or use, including performance guarantees, as the special permit granting authority may deem necessary to serve the purposes of this Ordinance.

(Ord. of 12-23-03, § 1)

**5370. Lapse.** Special permits shall lapse if a substantial use thereof or construction thereunder has not begun, except for good cause, within twelve (12) months following the filing of the special permit approval (plus such time required to pursue or await the determination of an appeal referred to in M.G.L.A. c. 40A, § 17, from the grant thereof) with the City Clerk.

(Ord. of 12-23-03, § 1)

**5380. Regulations.** The special permit granting authority may adopt rules and regulations for the administration of this Section.

(Ord. of 12-23-03, § 1)

**5390. Fees.** The special permit granting authority may adopt reasonable administrative fees and technical review fees for applications for special permits.

(Ord. of 12-23-03, § 1)

**State Law reference—** Special permits, M.G.L.A. c. 40A, § 9.

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Permit No. **B-19-3047**  
Completion Date



*City of New Bedford, Massachusetts*  
**Building Department**  
**Application for Plan Examination**  
**and Building Permit**

**FOR BUILDING DEPT. USE**  
DATE RECEIVED 8 2019  
RECEIVED BY: [Signature]  
ISSUED BY: [Signature]  
By: [Signature]

**IMPORTANT — COMPLETE ALL ITEMS — MARK BOXES WHERE APPLICABLE — PRINT**

(AT LOCATION) 22 Pope Street  
(NO) (STREET)  
BETWEEN 72 (CROSS STREET) AND RB (CROSS STREET)  
PLOT 72 LOT 81 DISTRICT RB ACCEPTED STREET \_\_\_\_\_  
PLANS FILED ☐ YES ☐ NO

**II. TYPE AND COST OF BUILDING — all applicants complete parts A through D — PRINT**

**A. TYPE OF IMPROVEMENT**

- 1 ☐ New Building
- 2 ☐ Addition (If residential, enter number of new housing units added, if any, in Part D, 14)
- 3 ☐ Alteration (If residential, enter number of new housing units added, if any, in Part D, 14)
- 4 ☐ Repair, replacement
- 5 ☐ Demolition (If multifamily residential, enter number of units in building in Part D, 14, if non-residential, indicate most recent use checking D-18 - D-32)
- 6 ☐ Moving (relocation)
- 7 ☐ Foundation only

**D.1 PROPOSED USE — For demolition most recent use**

**Residential**

- 13 ☐ One family
- 14 ☐ Two or more family — Enter number of units \_\_\_\_\_
- 15 ☐ Transient hotel, motel, or dormitory — Enter number of units \_\_\_\_\_
- 16 ☐ Garage
- 17 ☐ Carport
- 18 ☐ Other — Specify C.O.V.

**Nonresidential**

- 19 ☐ Amusement, recreational
- 20 ☐ Church, other religious
- 21 ☐ Industrial
- 22 ☐ Parking garage
- 23 ☐ Service station, repair garage
- 24 ☐ Hospital, institutional
- 25 ☐ Office, bank, professional
- 26 ☐ Public utility
- 27 ☐ School, library, other educational
- 28 ☐ Stores, mercantile
- 29 ☐ Tanks, towers
- 30 ☐ Funeral homes
- 31 ☐ Food establishments
- 32 ☐ Other — Specify \_\_\_\_\_

**B. OWNERSHIP**

- 8 ☒ Private (individual, corporation, nonprofit institution, etc.)
- 9 ☐ Public (Federal, State, or local government)

**D.2 Does this building contain asbestos?**

- ☐ YES ☒ NO If yes complete the following:

Name & Address of Asbestos Removal Firm: \_\_\_\_\_

Submit copy of notification sent to DEGE and the State Dept. of Labor & Industries and results of air sample analysis after asbestos removal is completed

**C. COST** (Omit cents)

10. Cost of construction \_\_\_\_\_ \$  
To be installed but not included in the above cost
- a. Electrical N/A
- b. Plumbing N/A
- c. Heating, air conditioning \_\_\_\_\_
- d. Other (elevator, etc.) \_\_\_\_\_

11. TOTAL VALUE OF CONSTRUCTION \_\_\_\_\_

12. TOTAL ASSESSED BLDG. VALUE \_\_\_\_\_

**D.3 Non-residential — Describe in detail proposed use of buildings, e.g., food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office building at industrial plant. If use of existing building is being changed, enter proposed use.**

**III. SELECTED CHARACTERISTICS OF BUILDING —**

For new buildings complete part E through I. For demolition, complete only parts G, H & I. For all others, (additions, alterations, repair, moving, foundation), complete E through I.

**E. PRINCIPAL TYPE OF FRAME**

- 33 ☐ Masonry (wall bearing)
- 34 ☐ Wood frame
- 35 ☐ Structural steel
- 36 ☐ Reinforced concrete
- 37 ☐ Other — Specify \_\_\_\_\_

**G. TYPE OF SEWAGE DISPOSAL**

- 43 ☒ Public or private company
- 44 ☐ Private (septic tank, etc.)

**H. TYPE OF WATER SUPPLY**

- 45 ☒ Public or private company
- 46 ☐ Private (well, cistern)

**F. PRINCIPAL TYPE OF HEATING FUEL**

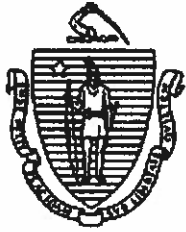
- 38 ☒ Gas
- 39 ☐ Oil
- 40 ☐ Electricity
- 41 ☐ Coal
- 42 ☐ Other — Specify \_\_\_\_\_

**I. TYPE OF MECHANICAL**

- Is there a fire sprinkler system?
- 47 ☐ YES 48 ☐ NO
- Will there be central air conditioning?
- 49 ☐ Yes 50 ☐ No
- Will there be an elevator?
- 51 ☐ Yes 52 ☐ No

**J. DIMENSIONS**

- 53 Number of stories \_\_\_\_\_
- 54 Height \_\_\_\_\_
- 55 Total square feet of floor area, all floors based on exterior dimensions \_\_\_\_\_
- 56 Building length \_\_\_\_\_
- 57 Building width \_\_\_\_\_
- 58 Total sq. ft. of bldg. footprint \_\_\_\_\_
- 59 Front lot line width \_\_\_\_\_
- 60 Rear lot line width \_\_\_\_\_
- 61 Depth of lot \_\_\_\_\_
- 62 Total sq. ft. of lot size \_\_\_\_\_
- 63 % of lot occupied by bldg. (58+62) \_\_\_\_\_
- 64 Distance from lot line (front) \_\_\_\_\_
- 65 Distance from lot line (rear) \_\_\_\_\_
- 66 Distance from lot line (left) \_\_\_\_\_
- 67 Distance from lot line (right) \_\_\_\_\_



The Commonwealth of Massachusetts  
Department of Industrial Accidents  
Office of Investigations  
600 Washington Street  
Boston, MA 02111  
www.mass.gov/dia

**Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers**  
**Applicant Information** Please Print Legibly

Name (Business/Organization/Individual): Karen Sylvia Simmons

Address: 15 Pope St

City/State/Zip: New Bedford, Mass 02740 Phone #: 508-994-5145

**Are you an employer? Check the appropriate box:**

- |   |   |
|---|---|
| <p>1. <input type="checkbox"/> I am an employer with _____ employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]</p> <p>3. <input checked="" type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] †</p> | <p>4. <input type="checkbox"/> I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡</p> <p>5. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]</p> |
|---|---|

**Type of project (required):**

6. ☐ New construction
7. ☐ Remodeling
8. ☐ Demolition
9. ☐ Building addition
10. ☐ Electrical repairs or additions
11. ☐ Plumbing repairs or additions
12. ☐ Roof repairs
13. ☐ Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attach an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.**

Insurance Company Name: \_\_\_\_\_

Policy # or Self-ins. Lic. #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Job Site Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).** Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: Karen Sylvia Simmons Date: 11/18/2019

Phone #: 508-972-3089

**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

**Issuing Authority (circle one):**

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector  
6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

**DEPARTMENT OF INSPECTIONAL SERVICES**  
133 WILLIAM STREET - ROOM 308  
NEW BEDFORD, MA 02740

CITY OF NEW BEDFORD  
INSPECTIONAL SERVICES DEPARTMENT  
133 WILLIAM ST. NEW BEDFORD MA 02740

**AFFIDAVIT**  
**Home Improvement Contractor Law**  
**Supplement to Permit Application**

The Office of Consumer Affairs and Business Regulation ("OCABR") regulates the registration of contractors and subcontractors performing improvements or renovations on detached one to four family homes. Prior to performing work on such homes, a contractor must be registered as a Home Improvement Contractor ("HIC").

M.G.L. Chapter 142A requires that the "reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, demolition, or construction of an addition to any pre-existing owner-occupied building containing at least one but not more than four dwelling units, or to structures which are adjacent to such residence or building" be done by registered contractors.

*Note: If the homeowner contracted with a corporation or LLC, that entity must be registered.*

Type of Work: None Est. Cost: \$ 0

Address of Work: None

Date of Permit Application: None

I hereby certify that:

Registration is not required for the following reason(s):

Work excluded by law (explain)

Job under \$1,000.00

Building not owner-occupied

Owner obtaining own permit (explain)

Other (specify)

**OWNERS OBTAINING THEIR OWN PERMIT OR ENTERING INTO CONTRACTS WITH UNREGISTERED CONTRACTORS OR SUBCONTRACTORS FOR APPLICABLE HOME IMPROVEMENT WORK ARE NOT ELIGIBLE FOR AND DO NOT HAVE ACCESS TO THE ARBITRATION PROGRAM OR GUARANTY FUND UNDER M.G.L. Chapter 142A.**

Signed under the penalties of perjury:

I hereby apply for a permit as the agent of the owner:

\_\_\_\_\_  
Date Contractor Name HIC Registration No.

OR:

Notwithstanding the above notice, I hereby apply for a permit as the owner of the above property:

11/18/19 Karen Sylvia-Simmons Karen Sylvia-Simmons  
Date Owner Name and Signature

**OTHER APPLICABLE REVIEWS**

**K. FLOODPLAIN**

Is location within flood hazard area? yes no

If yes, zone : \_\_\_\_\_ and base elevation \_\_\_\_\_

**L. WETLANDS PROTECTION**

Is location subject to flooding? \_\_\_\_\_

Is location part of a known wetland? \_\_\_\_\_

Has local conservation commission reviewed this site? \_\_\_\_\_

**IV. IDENTIFICATION - ALL APPLICANTS - PLEASE PRINT**

OWNER OR LESSEE NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
Karen Sylvia-Simmons	15 Pope Street NB	02740	508 972 3089
E-mail Address: _____			
CONTRACTOR NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
		LICENSE #	
E-mail Address: _____			
ARCHITECT NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
		LICENSE #	
E-mail Address: _____			
SIGNATURE OF OWNER	APPLICANT SIGNATURE	DATE	
Karen Sylvia-Simmons	Karen Sylvia-Simmons	11/18/19	

Omission of reference to any provision shall not nullify any requirement of this code nor exempt any structure from such requirement.

The applicants understands and warrant that they will comply with all pertinent federal and state statutes, local ordinances and all federal, state, and local regulations, including those of the Architectural Barriers board, Department of Environmental Protection Agency and may be forwarded for review to all pertinent local city agencies which may express specific concerns. It is understood that the issuance of a permit shall not serve as an acceptance or acknowledgment of compliance nor exempt any structure from such requirement. The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel, or set aside any of the provisions of the State Building Code or local code of ordinances, except as specifically stipulated by modification or legally granted variation in accordance with Section 122.0 of State Building Code or local code of ordinances.

I have read the above and sign under pain and penalty of perjury as to the truth of all of the information and statements contained in sections I through IV of this application.

Karen Sylvia-Simmons 15 Pope Street New Bedford, MA  
 Applicant's Signature Address City

# V. OTHER JURISDICTION APPROVALS AND NOTIFICATION

APPROVAL	CHECK	DATE OBTAINED	BY
Electrical			
Plumbing			
Fire Department			
Water			
Planning			
Conservation			
Public Works			
Health			
Licensing			
Other			

## VI. ZONING REVIEW

DISTRICT:	USE:
FRONTAGE:	LOT SIZE:
SETBACKS:	
FRONT:	LEFT SIDE: RIGHT SIDE: REAR:
PERCENTAGE OF LOT COVERAGE PRIMARY BUILDING	
VARIANCE HISTORY	

## VII. WORKER'S COMPENSATION INSURANCE AFFIDAVIT

I, \_\_\_\_\_  
(licensee/permittee) with a principal place of business/residence at:

(City/State/Zip) do hereby certify, under the pains and penalties of perjury, that:

☐ I am an employer providing worker's compensation coverage for my employees working on this job.

Insurance Company	Policy Number
-------------------	---------------

☐ I am a sole proprietor and have no one working for me.

☐ I am a sole proprietor, general contractor, or homeowner and have hired the contractors listed below who have the following worker's compensation insurance policies:

Name of contractor	Insurance Company/policy number
Name of contractor	Insurance Company/policy number

☒ I am a homeowner performing all the work myself.

NOTE: Please be aware that while homeowners who employ persons to do maintenance, construction or repair work on a dwelling of not more than three units in which the homeowner also resides or on the grounds appurtenant thereto are not generally considered to be employers under the Workers' Compensation Act (GL. C. 152, sect. 1(5)), application by a homeowner for a license or permit may evidence the legal status of an employer under the Workers' Compensation Act.

I understand that a copy of this statement will be forwarded to the Department of Industrial Accidents' Office of Insurance for coverage verification and that failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties consisting of a fine of up to \$1500.00 and/or imprisonment of up to one year and civil penalties in the form of a Stop Work Order and a fine of \$100.00 a day against me.

Signed this Monday day of November 16, 20 19

**Location:** 22 POPE ST**Parcel ID:** 72 81**Zoning:** RB**Fiscal Year:** 2020**Current Owner Information:**

SYLVIA MANUEL

22 POPE ST

NEW BEDFORD , MA 02740

**Current Sales Information:****Sale Date:**

02/14/2013

**Sale Price:**

\$100.00

Card No. 1 of 1

**Legal Reference:**

10683-44

**Grantor:**

SYLVIA,MANUEL

This Parcel contains 0.1340 acres of land mainly classified for assessment purposes as Single Fam with a(n) Colonial style building, built about 1874, having Wood Shingle exterior, Asphalt Shingles roof cover and 3126 Square Feet, with 1 unit(s), 11 total room(s), 6 total bedroom(s) 1 total bath(s), 0 3/4 baths, and 0 total half bath(s).

**Building Value:**

216500

**Land Value:**

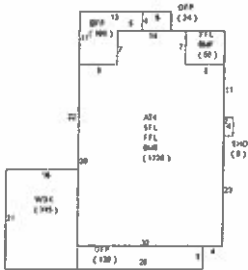
61900

**Yard Items Value:**

6800

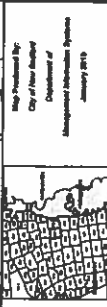
**Total Value:**

285200

**Fiscal Year 2020****Fiscal Year 2019****Fiscal Year 2018**

Tax Rate Res.:	16.16	Tax Rate Res.:	16.47	Tax Rate Res.:	16.63
Tax Rate Com.:	33.59	Tax Rate Com.:	34.84	Tax Rate Com.:	35.65
Property Code:	101	Property Code:	101	Property Code:	101
Total Bldg Value:	216500	Total Bldg Value:	197200	Total Bldg Value:	176400
Total Yard Value:	6800	Total Yard Value:	6500	Total Yard Value:	6500
Total Land Value:	61900	Total Land Value:	61900	Total Land Value:	61900
<b>Total Value:</b>	<b>285200</b>	<b>Total Value:</b>	<b>265600</b>	<b>Total Value:</b>	<b>244800</b>
<b>Tax:</b>	<b>\$4,608.83</b>	<b>Tax:</b>	<b>\$4,374.43</b>	<b>Tax:</b>	<b>\$4,071.02</b>

Disclaimer: Classification is not an indication of uses allowed under city zoning.  
This information is believed to be correct but is subject to change and is not warranted.



Map Prepared By:  
City of New Bedford  
Department of  
Management Information Systems  
January 2019

Map: 072-1

City of New Bedford  
Massachusetts



1 inch = 60 feet  
0 30 60 Feet

- Planned Subdivision
- Combined Parcels
- Master Parcel Linking to Assessing DB
- Associated Parcels
- Town Boundary
- Water Bodies
- Engineering Lot Number
- Town Lot Area

# ORTH OAKS

RES. B.

100

82  
5900

59

RES. B.

100

81  
5840

58.50



RES. A.  
22.25

6455

101

59

58.5

3.63  
47

10.16  
50

100

# Google Maps 22 Pope St



Imagery ©2020 Google, Map data ©2020, Map data ©2020 20 ft

Google Maps 15 Pope St

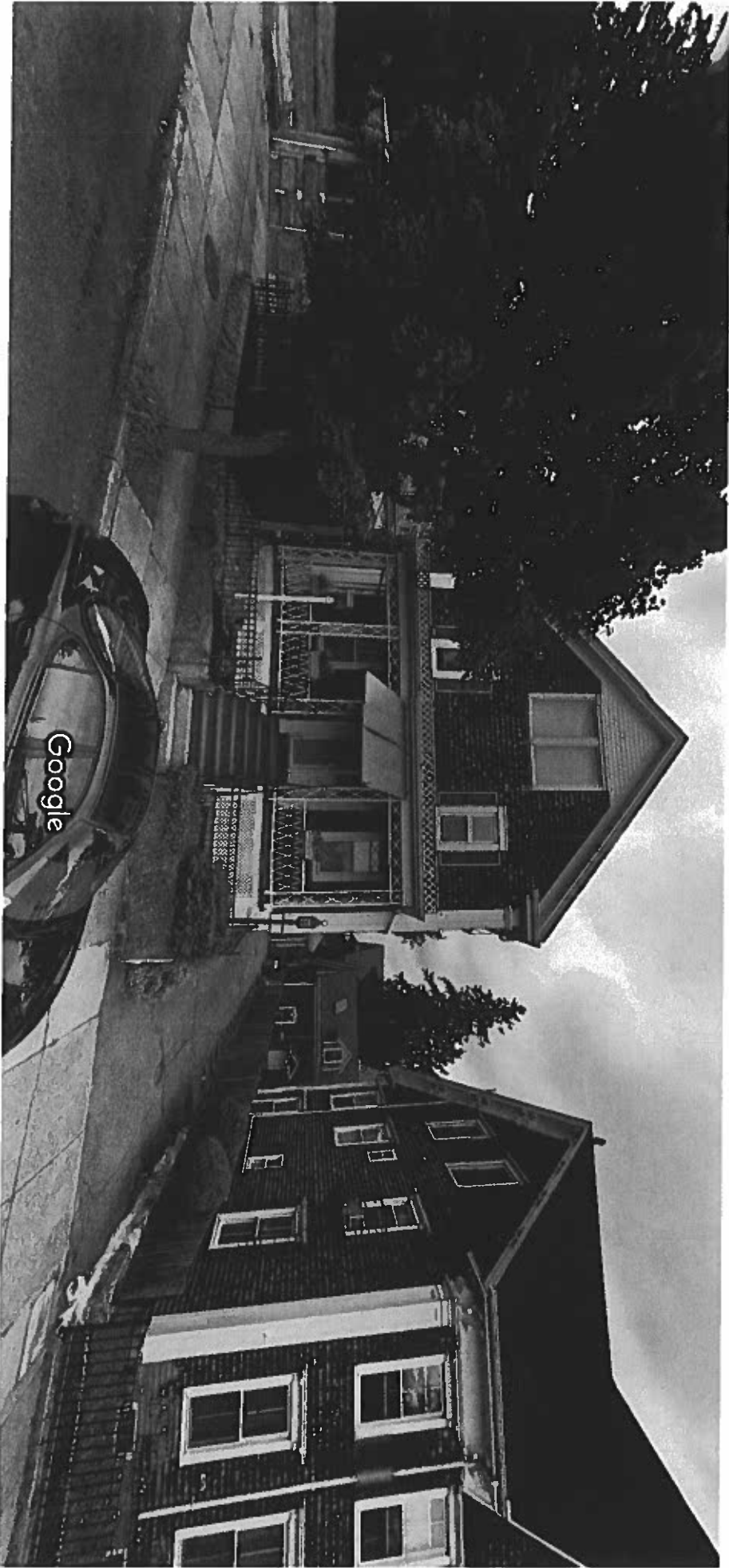
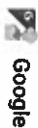


Image capture: Sep 2012 © 2020 Google

New Bedford, Massachusetts



Street View

## **DURABLE POWER OF ATTORNEY**

I, **Manuel Sylvia**, of 22 Pope Street, New Bedford, Bristol County, MA 02740 hereby appoint my daughter, **Karen Sylvia Simmons**, of 15 Pope Street, New Bedford, MA 02740 and if my daughter, **Karen Sylvia Simmons**, dies, resigns or is determined to be incapable of serving, then I appoint my son, **Stephen Sylvia**, of 136 Howland Street, Lakeville, MA 02347 instead, to serve as my agent and attorney-in-fact (hereinafter referred to as my attorney), for me and in my name and behalf to control and manage my property and affairs in all respects including full power and authority:

**1. GENERAL GRANT OF POWER.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, in relation to any person or other matter, transaction, or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my attorney full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

(a) **Powers of Collection and Payment.** To pay my current bills and just debts; to collect, receive, request, demand, sue for, recover, and hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property and property rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me, or in which I have or hereafter acquire an interest; to have, use, and take all lawful means for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

(b) **Power to Acquire and Sell.** To acquire, purchase, grant options to sell, mortgages (including a reverse mortgage), pledge, lease, transfer, assign, deliver, convey or otherwise dispose of real and personal property, tangible or intangible, or interests therein, on such terms and conditions as my attorney shall deem proper, and in connection therewith to sign, seal, execute and deliver deeds, bills of sale, stock powers, and any other documents necessary or convenient to accomplish such action, and no purchaser, transferee or assignee shall be bound to see to the application of the proceeds;

(c) **Management Powers.** To invest and reinvest, maintain, repair, improve, manage, insure, rent, lease, encumber, and in any manner to deal with any real or personal property, tangible or intangible, or any interests therein, that I now own or may hereafter acquire; to enter any premises leased by me and to care for any such premises and its contents, all upon such terms and conditions as my attorney shall deem proper;

(d) **Banking Powers.** To make, receive, sign and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions; execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted; to open and close checking and savings accounts; to certify my taxpayer identification number;

(e) **Voting Powers.** To exercise either in person or by proxy, any voting rights I have, with respect to any condominium, condominium association, condominium trust or real estate cooperative;

(f) **Business Interests.** To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options;

(g) **Investment Powers.** With respect to any investment accounts, whether presently opened or hereafter opened, to make purchases and sales (including short sales); to subscribe for and trade in stocks, bonds, options, or other securities, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures), on margin or otherwise, for my account and risk; to deliver or surrender securities on my account, or to instruct others to deliver or surrender securities to my attorney on my account; to order payment of moneys from my accounts and to receive and direct payments from my accounts; to sell, assign, endorse and transfer any stocks, bonds, options or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive any and all notices, calls for margin, or other demands with reference to my accounts; and to make any and all agreements with reference to such accounts on my behalf;

(h) **Tax Powers.** The power to perform any and all acts that I might perform with respect to any and all federal, state, local and foreign taxes, for the period between the tax years 1984 and 2084, including, but not limited to, the power (i) to make, execute and file returns, amended returns, declarations of estimated tax, joint or otherwise, and to represent me or to sign an Internal Revenue Service Form 2848 ("Power of Attorney and Declaration of Representative") or 8821 ("Tax Information Authorization"), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my Agent if my Agent is qualified as such a lawyer, accountant or agent) to represent me in all tax matters before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to all types of taxes; (ii) to represent me before any office of the Internal Revenue Service or other taxing authority with respect to any audit or other tax matter involving any tax year or period, (iii) to receive from or inspect confidential information in any office of the Internal Revenue Service or state, local or foreign tax authority, (iv) to receive, endorse, and collect checks refunding taxes, penalties or interest, (v) to execute waivers of restrictions on assessment or collection of deficiencies in tax, (vi) to execute consents extending the statutory period for assessment or

collection of taxes, (vii) to execute and prosecute protests or claims for refund or applications for correction of assessed value, (viii) to execute closing agreements under IRC §7121 or comparable provisions of any state, local or foreign tax statutes or regulations, (ix) to prosecute, defend, compromise or settle any tax matter, (x) to delegate authority to or substitute another representative for any one previously appointed by me, any Agent, or attorney, respecting any such taxes or tax matters, and (xi) to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at the home or office address of my Agent. I waive any privileges I may have against disclosure of any confidential tax information to my Agent.

If I am married, to signify, as may be required under IRC §2513 or any corresponding section of any future United States law, my consent to having one-half (1/2) of any gift(s) made by my spouse considered as made by me.

This General Durable Power of Attorney shall be deemed to apply to all types of taxes, including, but not limited to: all foreign taxes, federal income, FICA, payroll, generation skipping (and allocation of my generation skipping exemption) and gift taxes, and state and local income, payroll, intangibles, gift, and generation skipping (and allocation of my generation skipping exemption), due, reportable, or payable; and all returns to be filed on, within, or between the following years: 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084.

(i) **Safe Deposit Boxes.** To have access at any time or times to (and to enter by force if necessary) any safe deposit box rented by me, wheresoever located, to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box; and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my attorney to exercise this power;

(j) **To Make Unlimited Gifts.** To make unlimited gifts, without regard to the federal gift tax annual exclusion limits, to any beneficiary referred to in my last will and testament and in accordance with my last will and testament, including gifts to my Agent. To make unlimited gifts, without regard to the federal gift tax annual exclusion limits, to any revocable or irrevocable trust that I or my Agent has created. To make unlimited gifts to any charity, but only to continue a pattern of charitable giving previously established by me. To do estate planning and long-term health care planning and to execute all documents required to effectuate such plans. To qualify for and receive government benefits including, but not limited to, Medicaid, assistance, and Veterans benefits. It shall not be necessary that any donees receive equal amounts;

(k) **Powers Under Inter Vivos Trust.** To transfer, convey and deliver any and all of my property, real and personal, to the trustees of any revocable or irrevocable trust created by me as donor,

and to do all things necessary or convenient to accomplish the same, including, without limitation, the power to sign, seal, execute and deliver deeds, bills of sale, and stock powers; to create and fund any trust, revocable or irrevocable, for the benefit of myself, my spouse and issue that I may have power to create; to amend or revoke any such trust to the same extent that I am empowered to do so according to the terms of such trust;

(l) **Trusts under 42 U.S.C. Section 1396p(d)(4)(a) and (c).** I specifically authorize and direct my attorney in fact to create and fund a trust under 42 U.S.C. section 1396p(d)(4) (a), also known as an "Obra 93 supplemental needs trust" or "payback trust" and to fund such trust with my assets if he or she deems it is in my best interest to do so.

(m) **Estate Planning Powers.** To take such action or to apply funds in a manner and for a purpose that is in keeping with my estate planning wishes, without petition to or leave of court, to conserve my property, benefit my descendants and other relatives, minimize current or prospective federal and state taxes, and maximize entitlement to or availability of federal and state medical, welfare, housing, and other public programs for myself or my descendants, including without limitation to make gifts to my spouse, children, relatives, friends or charities as would likely be the recipients of such gifts from me, to make revocable or irrevocable transfers of my property into trusts (whether established by me, my attorney or any other person) for the benefit of myself or others. To the extent the powers conferred under this paragraph are inconsistent with the limits on giftmaking powers conferred in paragraph (j) above, the provisions of this paragraph (m) shall take precedence; and it shall not be deemed to be self-dealing on the part of my spouse named as my attorney herein to make gifts, transfers or dispositions to or for herself or our children, because my spouse and children are the objects of my bounty in harmony with my estate plans;

(n) **Power to Make Statutory Elections and Disclaimers.** To make on my behalf any and all statutory elections and to disclaim any interest in property passing to me by gift, bequest, devise or other transfer if my attorney in the exercise of his or her sole discretion determines that such disclaimer is likely to increase the after-tax amount ultimately passing to my family after my decease without materially affecting my well-being;

(o) **Power to Act in Probate Proceedings.** To represent me and any interest I may have as an individual in connection with any estates or trusts, including the power to assent to accounts or other proceedings;

(p) **Retirement Plan Powers.** To deal with all retirement plans of which I am a member including, but not limited to, individual retirement accounts, Keogh plans, pension and profit-sharing plans, settlement options and distributions, rollovers and voluntary contributions; to change the beneficiary of such plans and to consent to any election to waive a qualified joint and survivor annuity form of benefit in any of my spouse's retirement plans;

(q) **Insurance Powers.** To exercise all rights I may have under policies of life insurance, whether on my life or that of another, including powers to borrow on the policy, name a new or additional beneficiary, assign the policy or name a new owner of the policy, elect settlement options,

accumulate dividends or have dividends paid out, apply for waivers of premiums or disability income, and surrender the policy for cash value;

(r) **Motor Vehicles.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile or other motor vehicle and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

(s) **Governmental Entitlement Powers.** To deal with any and all state or federal agencies from whom I receive or am entitled to receive governmental benefits of any description or amount in order to: (i) prepare and file all documents required by such agencies; (ii) apply for any benefits to which I may be entitled; (iii) modify the amounts or terms of such entitlements; (iv) assert my rights against any curtailment or termination of benefits; (v) appeal or compromise any contested claim; (vi) effect a termination thereof;

(t) **Power to Designate a Substitute.** To appoint and substitute for my attorney any agents or attorney for any or all of the purposes herein enumerated, and their authority at pleasure to revoke;

(u) **Powers to Provide for My Care.** To make such use of my personal and real property as is necessary to provide for my maintenance, transportation, and necessary medical, dental and surgical care, hospitalization and custodial care;

(v) **HIPAA Release Authority.** I intend for my attorney to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize: any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services, to give, disclose and release to my attorney, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse;

(w) **Authority to File Bankruptcy.** To file for any chapter of Bankruptcy available to me under Federal Law; whether to file as next friend or to file by signing my name indicating it was signed by the attorney-in-fact acting on my behalf and submitting a copy of the power of attorney with the filings; or in any other manner permitted by law; to employ counsel to represent me in such filings; to select any and all exemptions available to me; to determine which if any debts to re-affirm; and to make any and all decisions regarding any plan or re-payment/re-organization, if applicable; to discuss my affairs, and/or employ any debt re-counseling service; to discuss my affairs with a credit counseling service and a debtor education service;

(x) **Release of Information.** I hereby authorize all financial institutions and insurance companies to release to my attorney all information or photocopies of any records that my attorney may request. If I am incapacitated at the time my attorney shall request such information, all persons are authorized to treat any such request for information by my attorney as the request of my legal representative and to honor such requests on that basis. I hereby waive all privileges that may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law;

(y) **Self Dealing - No Conflict of Interest.** My said attorney is expressly authorized to engage in self-dealing without limitation, and nothing contained in this document shall be construed to the contrary. Self-dealing shall include any and all transactions entered into under this document by my said attorney or on behalf of me in which my said attorney may derive a benefit, either directly or indirectly, tangible or intangible. I specifically authorize my attorney to contract for my care with said attorney;

(z) **Divorce.** If my spouse has been appointed my attorney or successor attorney hereunder and subsequent to the execution of this document an action is filed to dissolve our marriage, then the filing of such action shall automatically remove my spouse as my attorney or successor attorney;

(aa) **Intent to Return Home.** I expressly authorize my attorney to execute a statement of my intent to return home in the event I vacate my residence for medical, or any other purpose. If I ever enter a nursing home or other care facility, it is my intent to return to any home that I own or in which I have an interest. This should not limit the ability of my attorney to exercise full powers listed in this document, and I understand that there may be some circumstances where it may be best for my attorney to sell my home;

(bb) In addition to the foregoing, my attorney hereunder may act as my alter ego with respect to any and all possible matters and affairs not otherwise enumerated herein and which I as principal can do through an agent.

**2. HEALTH CARE DECISIONS and FUNERAL PLANS.** To authorize my admission to a medical, nursing, residential or similar facility and to enter into agreements for my care. To enter contracts for my funeral, burial or cremation and to pay in advance for such services; to establish a bank account designated as a funeral account on my behalf.

**3. COURT APPOINTED FIDUCIARIES.** If it is deemed necessary to seek appointment by a probate court of a guardian of my person or a conservator of my estate, I hereby nominate my said daughter, **Karen Sylvia Simmons**, or my said son, **Stephen Sylvia**, for appointment by such court to serve as such fiduciary. I specifically request that such fiduciary shall not be required to furnish sureties on any bond required by the Court.

**4. COMPENSATION FOR MY ATTORNEY.** My attorney shall serve without bond. My attorney shall be entitled to a reasonable fee for my attorney's services, either by written invoice based upon time records (contemporaneously made or accurately listed from records and memory) at an hourly rate of Fifty Dollars (\$50.00) per hour or based upon a published schedule of fees for fiduciaries then existing in the General Statutes or published by corporate fiduciaries.

but not both, and shall pay the same plus the reimbursement of reasonable direct and indirect expenses incurred on my behalf incident to the exercise of these powers. My attorney may pay the same without prior review or approval of any court or clerk. This fee shall be payable upon demand and may include any fee due for services within ten (10) years of the demand.

**5. THIRD PARTY RELIANCE.** Third parties may rely upon the representations of my attorney as to all matters pertaining to any power granted to my attorney, and no person who may act in reliance upon the representation of my attorney or the authority granted to my attorney shall incur any liability to me or my estate as a result of permitting my attorney to exercise any power. Third Parties may rely upon a notarized affidavit of **Stephen Sylvia** signed under penalties of perjury that my said daughter, **Karen Sylvia Simmons**, has died, resigned or is incapable of serving and thus **Stephen Sylvia** is authorized to act as my attorney.

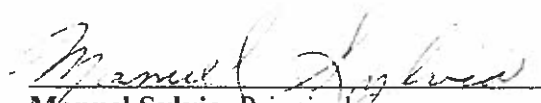
**6. INTERPRETATION AND GOVERNING LAW.** This instrument is executed and delivered in the Commonwealth of Massachusetts, and the laws of the Commonwealth of Massachusetts shall govern all questions as to the validity of this power and the construction of its provisions.

**7. DISABILITY OR INCAPACITY OF PRINCIPAL.** This Durable Power of Attorney shall not be affected by my subsequent disability or incapacity, and shall be binding not only upon me but also upon my heirs, executors and administrators up to the time of the receipt by my said attorney of a written revocation signed by me or of reliable intelligence of my death. This Durable Power of Attorney shall remain in full force and effect until such time as I execute a written revocation thereof.

**8. DURABLE POWER OF ATTORNEY NOT AFFECTED BY LAPSE OF TIME.** This power of attorney is not affected by the passage of time.

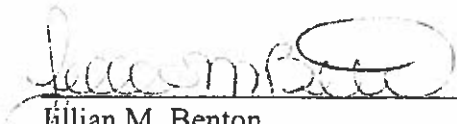
**9. REVOCATION OF PRIOR INSTRUMENTS.** If I have executed any Durable Powers of Attorney prior to the date of this instrument, I hereby revoke any such earlier documents and the powers conferred therein.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney on this day, January 25, 2013.

  
Manuel Sylvia, Principal

We, the undersigned, have witnessed the signing of this document by the Principal or at the direction of the Principal and state that the Principal appears to be at least eighteen years of age, of sound mind and under no constraint or undue influence. We have not been named as the Principal's agent or attorney-in-fact, or as successor agent or successor attorney-in-fact in this document.

  
Lynda Galas

  
Jillian M. Benton

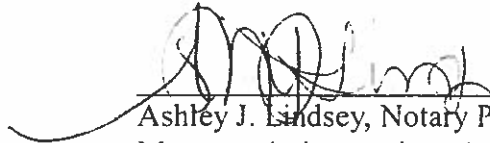
COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss.

New Bedford

January 25, 2013

On this day, January 25, 2013, before me, the undersigned notary public, personally appeared **Manuel Sylvia**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Ashley J. Lindsey, Notary Public  
My commission expires: April 25, 2019

3117  
Manuel Sylvia  
22 Pope Street  
New Bedford, MA 02740

January 25, 2013

Daniel M. Surprenant, Esq.  
Surprenant & Beneski, P.C.  
35 Arnold Street  
New Bedford, MA 02740

Dear Dan:

Enclosed is the original(s) of my Durable Power(s) of Attorney which you have prepared in accordance with my instructions. The Power of Attorney is designed to survive my incompetence or incapacity.

Pursuant to the Power of Attorney, I have constituted Karen Sylvia Simmons to serve as my agent and attorney-in-fact, and I have constituted Stephen Sylvia my alternate agent and attorney in fact. I ask you to hold the Power of Attorney for me in case at any time I become incapacitated or disabled by reason of illness or accident, or for any other reason, to the extent that I am unable to manage my business affairs.

I hereby request that you hold two original copy(ies) of the Power(s) of Attorney for me in your safekeeping, to be released by you only upon the occurrence of one of the following events:

1. If, at any time, I provide you with a written request asking you to release the Power of Attorney to a particular named individual or individuals, institution or institutions, you shall have the authority to release the Power of Attorney in accordance with my request. Your reliance upon my written request shall hold you and any member or employee of Surprenant & Beneski, P.C. harmless from any liability in connection herewith.
2. If, for any reason you receive a written opinion from my treating physician, to the effect that I am so incompetent, incapacitated or disabled that I am unable to manage my own affairs, then you are authorized to release the Power of Attorney to the agent who would be then serving if such Power of Attorney were in full force and effect. Your release of the Durable Power of Attorney to the agent designated thereunder after receipt of a written opinion from my treating physician, to the effect that I am so incompetent, incapacitated or disabled that I am unable to manage my own affairs shall hold you or any member or employee of Surprenant & Beneski, P.C. harmless from any liability in connection therewith.

But for the circumstances described above, it is understood that you will not act under the enclosed Power of Attorney without my written consent. It is further understood that there will be no charge for legal services for holding this Power of Attorney, so long as you are not called upon to act in any way in connection therewith. In the event any such action on your part or on

the part of any employee of Surprenant & Beneski, P.C. is required, any compensation payable to you will be commensurate with the work and services performed and the responsibility incurred.

Thank you for you cooperation in this matter.

Very truly yours,

  
Manuel Sylvia

BK 10683 PG 44  
02/14/13 11:01 DOC. 3817  
Bristol Co. S.D.

**DEED**

KNOW ALL MEN BY THESE PRESENTS that We, **Manuel Sylvia and Deolinda Sylvia** of 22 Pope Street, New Bedford, Bristol County, MA 02740, for consideration of love and affection and One Dollar (\$1.00), hereby grant to **Manuel Sylvia** of 22 Pope Street, New Bedford, MA 02740, individually, with quitclaim covenants,

The lands in **New Bedford**, Bristol County, bounded and described as follows:

SEE SCHEDULE A

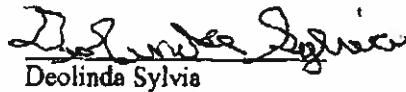
For Title of **Manuel Sylvia and Deolinda Sylvia**, see deed dated June 18, 1963, recorded in the Bristol County Registry of Deeds in Book 1410, Page 398.

NO TITLE EXAMINATION

NO DOCUMENTARY STAMPS REQUIRED

WITNESS our hands and seals on this day, January 25, 2013.

  
Manuel Sylvia

  
Deolinda Sylvia

**MASSACHUSETTS COMM**

Bristol, ss.

New Bedford

January 25, 2013

On this day, January 25, 2013, before me, the undersigned notary public, personally appeared **Manuel Sylvia and Deolinda Sylvia** proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

  
Ashley J. Lindsey, Notary Public

My Commission Expires: April 25, 2019

PROPERTY ADDRESS: 22 Pope Street, New Bedford, MA 02740

**SCHEDULE A**

with warranty covenants, the land, with any buildings thereon, in said New Bedford, bounded and described as follows:

EASTERLY by land formerly of Henry N. Dean there measuring one hundred (100) feet;

SOUTHERLY by Pope Street there measuring fifty-eight (58) feet, five (5) inches;

WESTERLY by land formerly of George A. Bourne there measuring one hundred (100) feet;

NORTHERLY by land formerly of Alden G. Snell there measuring fifty-eight (58) feet, five (5) inches.

BEING the same premises conveyed to me by deed of Blanche J. Baldin, recorded in Bristol County S. D. Registry of Deeds in Book 1233, Page 8, dated October 25, 1957.

SUBJECT to the 1963 Real Estate taxes which the grantees assume and agree to pay.

PROPERTY ADDRESS: 22 Pope Street, New Bedford, MA 02740

## **DURABLE POWER OF ATTORNEY**

I, **Deolinda Sylvia**, of 22 Pope Street, New Bedford, Bristol County, MA 02740 hereby appoint my husband, **Manuel Sylvia**, of 22 Pope Street, New Bedford, MA 02740 and if my husband, **Manuel Sylvia**, dies, resigns or is determined to be incapable of serving, then I appoint my daughter, **Karen Sylvia Simmons**, of 15 Pope Street, New Bedford, MA 02740 and if my husband, **Manuel Sylvia**, and my daughter, **Karen Sylvia Simmons**, die, resign or are determined to be incapable of serving, then I appoint my son, **Stephen Sylvia**, of 136 Howland Street, Lakeville, MA 02347 instead, to serve as my agent and attorney-in-fact (hereinafter referred to as my attorney), for me and in my name and behalf to control and manage my property and affairs in all respects including full power and authority:

**1. GENERAL GRANT OF POWER.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, in relation to any person or other matter, transaction, or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my attorney full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

(a) **Powers of Collection and Payment.** To pay my current bills and just debts; to collect, receive, request, demand, sue for, recover, and hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property and property rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me, or in which I have or hereafter acquire an interest; to have, use, and take all lawful means for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

(b) **Power to Acquire and Sell.** To acquire, purchase, grant options to sell, mortgages (including a reverse mortgage), pledge, lease, transfer, assign, deliver, convey or otherwise dispose of real and personal property, tangible or intangible, or interests therein, on such terms and conditions as my attorney shall deem proper, and in connection therewith to sign, seal, execute and deliver deeds, bills of sale, stock powers, and any other documents necessary or convenient to accomplish such action, and no purchaser, transferee or assignee shall be bound to see to the application of the proceeds;

(c) **Management Powers.** To invest and reinvest, maintain, repair, improve, manage, insure, rent, lease, encumber, and in any manner to deal with any real or personal property, tangible or intangible, or any interests therein, that I now own or may hereafter acquire; to enter any premises leased by me and to care for any such premises and its contents, all upon such terms and conditions as my attorney shall deem proper;

(d) **Banking Powers.** To make, receive, sign and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted; to open and close checking and savings accounts; to certify my taxpayer identification number;

(e) **Voting Powers.** To exercise either in person or by proxy, any voting rights I have, with respect to any condominium, condominium association, condominium trust or real estate cooperative;

(f) **Business Interests.** To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options;

(g) **Investment Powers.** With respect to any investment accounts, whether presently opened or hereafter opened, to make purchases and sales (including short sales); to subscribe for and trade in stocks, bonds, options, or other securities, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise, for my account and risk; to deliver or surrender securities on my account, or to instruct others to deliver or surrender securities to my attorney on my account; to order payment of moneys from my accounts and to receive and direct payments from my accounts; to sell, assign, endorse and transfer any stocks, bonds, options or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive any and all notices, calls for margin, or other demands with reference to my accounts; and to make any and all agreements with reference to such accounts on my behalf;

(h) **Tax Powers.** The power to perform any and all acts that I might perform with respect to any and all federal, state, local and foreign taxes, for the period between the tax years 1984 and 2084, including, but not limited to, the power (i) to make, execute and file returns, amended returns, declarations of estimated tax, joint or otherwise, and to represent me or to sign an Internal Revenue Service Form 2848 ("Power of Attorney and Declaration of Representative") or 8821 ("Tax Information Authorization"), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my Agent if my Agent is qualified as such a lawyer, accountant or agent) to represent me in all tax matters before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to all types of taxes; (ii) to represent me before any office of the Internal Revenue Service or other taxing authority with respect to any audit or other tax matter involving any tax year or period, (iii) to receive from or inspect confidential information in any office of the Internal Revenue Service or state, local or foreign tax authority, (iv) to receive, endorse, and collect checks refunding taxes, penalties or interest, (v) to execute waivers of restrictions on assessment or collection of deficiencies in tax, (vi) to execute consents extending the statutory period for assessment or

collection of taxes, (vii) to execute and prosecute protests or claims for refund or applications for correction of assessed value, (viii) to execute closing agreements under IRC §7121 or comparable provisions of any state, local or foreign tax statutes or regulations, (ix) to prosecute, defend, compromise or settle any tax matter, (x) to delegate authority to or substitute another representative for any one previously appointed by me, any Agent, or attorney, respecting any such taxes or tax matters, and (xi) to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at the home or office address of my Agent. I waive any privileges I may have against disclosure of any confidential tax information to my Agent.

If I am married, to signify, as may be required under IRC §2513 or any corresponding section of any future United States law, my consent to having one-half (1/2) of any gift(s) made by my spouse considered as made by me.

This General Durable Power of Attorney shall be deemed to apply to all types of taxes, including, but not limited to: all foreign taxes, federal income, FICA, payroll, generation skipping (and allocation of my generation skipping exemption) and gift taxes, and state and local income, payroll, intangibles, gift, and generation skipping (and allocation of my generation skipping exemption), due, reportable, or payable; and all returns to be filed on, within, or between the following years: 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084.

(i) **Safe Deposit Boxes.** To have access at any time or times to (and to enter by force if necessary) any safe deposit box rented by me, wheresoever located, to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box; and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my attorney to exercise this power:

(j) **To Make Unlimited Gifts.** To make unlimited gifts, without regard to the federal gift tax annual exclusion limits, to any beneficiary referred to in my last will and testament and in accordance with my last will and testament, including gifts to my Agent. To make unlimited gifts, without regard to the federal gift tax annual exclusion limits, to any revocable or irrevocable trust that I or my Agent has created. To make unlimited gifts to any charity, but only to continue a pattern of charitable giving previously established by me. To do estate planning and long-term health care planning and to execute all documents required to effectuate such plans. To qualify for and receive government benefits including, but not limited to, Medicaid, assistance, and Veterans benefits. It shall not be necessary that any donees receive equal amounts;

(k) **Powers Under Inter Vivos Trust.** To transfer, convey and deliver any and all of my property, real and personal, to the trustees of any revocable or irrevocable trust created by me as donor,

and to do all things necessary or convenient to accomplish the same, including, without limitation, the power to sign, seal, execute and deliver deeds, bills of sale, and stock powers; to create and fund any trust, revocable or irrevocable, for the benefit of myself, my spouse and issue that I may have power to create; to amend or revoke any such trust to the same extent that I am empowered to do so according to the terms of such trust;

**(l) Trusts under 42 U.S.C. Section 1396p(d)(4)(a) and (c).** I specifically authorize and direct my attorney in fact to create and fund a trust under 42 U.S.C. section 1396p(d)(4) (a), also known as an "Obra 93 supplemental needs trust" or "payback trust" and to fund such trust with my assets if he or she deems it is in my best interest to do so.

**(m) Estate Planning Powers.** To take such action or to apply funds in a manner and for a purpose that is in keeping with my estate planning wishes, without petition to or leave of court, to conserve my property, benefit my descendants and other relatives, minimize current or prospective federal and state taxes, and maximize entitlement to or availability of federal and state medical, welfare, housing, and other public programs for myself or my descendants, including without limitation to make gifts to my spouse, children, relatives, friends or charities as would likely be the recipients of such gifts from me, to make revocable or irrevocable transfers of my property into trusts (whether established by me, my attorney or any other person) for the benefit of myself or others. To the extent the powers conferred under this paragraph are inconsistent with the limits on giftmaking powers conferred in paragraph (j) above, the provisions of this paragraph (m) shall take precedence; and it shall not be deemed to be self-dealing or the part of my spouse named as my attorney herein to make gifts, transfers or dispositions to or for himself or our children, because my spouse and children are the objects of my bounty in harmony with my estate plans;

**(n) Power to Make Statutory Elections and Disclaimers.** To make on my behalf any and all statutory elections and to disclaim any interest in property passing to me by gift, bequest, devise or other transfer if my attorney in the exercise of his or her sole discretion determines that such disclaimer is likely to increase the after-tax amount ultimately passing to my family after my decease without materially affecting my well-being;

**(o) Power to Act in Probate Proceedings.** To represent me and any interest I may have as an individual in connection with any estates or trusts, including the power to assent to accounts or other proceedings;

**(p) Retirement Plan Powers.** To deal with all retirement plans of which I am a member including, but not limited to, individual retirement accounts, Keogh plans, pension and profit-sharing plans, settlement options and distributions, rollovers and voluntary contributions; to change the beneficiary of such plans and to consent to any election to waive a qualified joint and survivor annuity form of benefit in any of my spouse's retirement plans;

**(q) Insurance Powers.** To exercise all rights I may have under policies of life insurance, whether on my life or that of another, including powers to borrow on the policy, name a new or additional beneficiary, assign the policy or name a new owner of the policy, elect settlement options,

accumulate dividends or have dividends paid out, apply for waivers of premiums or disability income, and surrender the policy for cash value;

(r) **Motor Vehicles.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile or other motor vehicle and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

(s) **Governmental Entitlement Powers.** To deal with any and all state or federal agencies from whom I receive or am entitled to receive governmental benefits of any description or amount in order to: (i) prepare and file all documents required by such agencies; (ii) apply for any benefits to which I may be entitled; (iii) modify the amounts or terms of such entitlements; (iv) assert my rights against any curtailment or termination of benefits; (v) appeal or compromise any contested claim; (vi) effect a termination thereof;

(t) **Power to Designate a Substitute.** To appoint and substitute for my attorney any agents or attorney for any or all of the purposes herein enumerated, and their authority at pleasure to revoke;

(u) **Powers to Provide for My Care.** To make such use of my personal and real property as is necessary to provide for my maintenance, transportation, and necessary medical, dental and surgical care, hospitalization and custodial care;

(v) **HIPAA Release Authority.** I intend for my attorney to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize: any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services, to give, disclose and release to my attorney, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse;

(w) **Authority to File Bankruptcy.** To file for any chapter of Bankruptcy available to me under Federal Law; whether to file as next friend or to file by signing my name indicating it was signed by the attorney-in-fact acting on my behalf and submitting a copy of the power of attorney with the filings; or in any other manner permitted by law; to employ counsel to represent me in such filings; to select any and all exemptions available to me; to determine which if any debts to re-affirm; and to make any and all decisions regarding any plan or re-payment/re-organization, if applicable; to discuss my affairs, and/or employ any debt re-counseling service; to discuss my affairs with a credit counseling service and a debtor education service;

(x) **Release of Information.** I hereby authorize all financial institutions and insurance companies to release to my attorney all information or photocopies of any records that my attorney may request. If I am incapacitated at the time my attorney shall request such information, all persons are authorized to treat any such request for information by my attorney as the request of my legal representative and to honor such requests on that basis. I hereby waive all privileges that may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law;

(y) **Self Dealing - No Conflict of Interest.** My said attorney is expressly authorized to engage in self-dealing without limitation, and nothing contained in this document shall be construed to the contrary. Self-dealing shall include any and all transactions entered into under this document by my said attorney or on behalf of me in which my said attorney may derive a benefit, either directly or indirectly, tangible or intangible. I specifically authorize my attorney to contract for my care with said attorney;

(z) **Divorce.** If my spouse has been appointed my attorney or successor attorney hereunder and subsequent to the execution of this document an action is filed to dissolve our marriage, then the filing of such action shall automatically remove my spouse as my attorney or successor attorney;

(aa) **Intent to Return Home.** I expressly authorize my attorney to execute a statement of my intent to return home in the event I vacate my residence for medical, or any other purpose. If I ever enter a nursing home or other care facility, it is my intent to return to any home that I own or in which I have an interest. This should not limit the ability of my attorney to exercise full powers listed in this document, and I understand that there may be some circumstances where it may be best for my attorney to sell my home;

(bb) In addition to the foregoing, my attorney hereunder may act as my alter ego with respect to any and all possible matters and affairs not otherwise enumerated herein and which I as principal can do through an agent.

**2. HEALTH CARE DECISIONS and FUNERAL PLANS.** To authorize my admission to a medical, nursing, residential or similar facility and to enter into agreements for my care. To enter contracts for my funeral, burial or cremation and to pay in advance for such services; to establish a bank account designated as a funeral account on my behalf.

**3. COURT APPOINTED FIDUCIARIES.** If it is deemed necessary to seek appointment by a probate court of a guardian of my person or a conservator of my estate, I hereby nominate my said husband, **Manuel Sylvia**, or my said daughter, **Karen Sylvia Simmons**, or my said son, **Stephen Sylvia**, for appointment by such court to serve as such fiduciary. I specifically request that such fiduciary shall not be required to furnish sureties on any bond required by the Court.

**4. COMPENSATION FOR MY ATTORNEY.** My attorney shall serve without bond. My attorney shall be entitled to a reasonable fee for my attorney's services, either by written invoice based upon time records (contemporaneously made or accurately listed from records and memory) at an hourly rate of Fifty Dollars (\$50.00) per hour or based upon a published schedule of fees for fiduciaries then existing in the General Statutes or published by corporate fiduciaries,

but not both, and shall pay the same plus the reimbursement of reasonable direct and indirect expenses incurred on my behalf incident to the exercise of these powers. My attorney may pay the same without prior review or approval of any court or clerk. This fee shall be payable upon demand and may include any fee due for services within ten (10) years of the demand.

**5. THIRD PARTY RELIANCE.** Third parties may rely upon the representations of my attorney as to all matters pertaining to any power granted to my attorney, and no person who may act in reliance upon the representation of my attorney or the authority granted to my attorney shall incur any liability to me or my estate as a result of permitting my attorney to exercise any power. Third Parties may rely upon a notarized affidavit of any one of my successor agents signed under penalties of perjury that all the predecessors of said agent have died, resigned or are incapable of serving and thus said successor agent is authorized to act as my attorney.

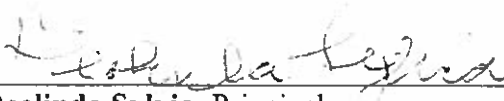
**6. INTERPRETATION AND GOVERNING LAW.** This instrument is executed and delivered in the Commonwealth of Massachusetts, and the laws of the Commonwealth of Massachusetts shall govern all questions as to the validity of this power and the construction of its provisions.

**7. DISABILITY OR INCAPACITY OF PRINCIPAL.** This Durable Power of Attorney shall not be affected by my subsequent disability or incapacity, and shall be binding not only upon me but also upon my heirs, executors and administrators up to the time of the receipt by my said attorney of a written revocation signed by me or of reliable intelligence of my death. This Durable Power of Attorney shall remain in full force and effect until such time as I execute a written revocation thereof.


**8. DURABLE POWER OF ATTORNEY NOT AFFECTED BY LAPSE OF TIME.** This power of attorney is not affected by the passage of time.

**9. REVOCATION OF PRIOR INSTRUMENTS.** If I have executed any Durable Powers of Attorney prior to the date of this instrument, I hereby revoke any such earlier documents and the powers conferred therein.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney on this day, January 25, 2013.

  
Deolinda Sylvia, Principal

We, the undersigned, have witnessed the signing of this document by the Principal or at the direction of the Principal and state that the Principal appears to be at least eighteen years of age, of sound mind and under no constraint or undue influence. We have not been named as the Principal's agent or attorney-in-fact, or as successor agent or successor attorney-in-fact in this document.

  
Jillian M. Benton

  
Lynda Galas

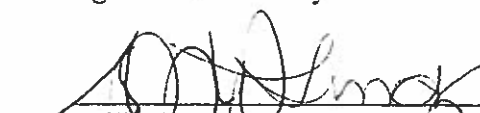
COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss.

New Bedford

January 25, 2013

On this day, January 25, 2013, before me, the undersigned notary public, personally appeared **Deolinda Sylvia**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

  
Ashley J. Lindsey, Notary Public  
My commission expires: April 25, 2019