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PERMIT NO. CITY OF NEW BEDFORD DATE 1/2 / //	5
SEWED AND OR STORM DRAIN PERMIT	
24462	
This certifies that permission is granted to	
Janet Frank Gertrude Robdoux 939 Brustol Property Owner Address Tel.	
To connect a sewer and/or storm drain located at. 939 BRISTOL STREET	•
Assessor's Plot . 130A Lot . 1680, to the sewer and/or storm drain in . 6" Bristol Stree	t
To be laid in accordance with the conditions in this application and the City of New Bedford ordinances. TYPE OF USE: RESIDENTIAL COMMERCIAL INDUSTRIAL FLOW 330 G.P.D.	
If applicant other than actual property owner, attach Letter of Authorization from Property Owner.	
If applicant other than actual property owner, attach Letter of Authorization from Property Owner. Name. FOR FORTE ROLL BARTHOOTH HA 02747	
The Bonded Contractor/Drain Layer authorized to perform this work is:	
The Bonded Contractor/Drain Layer authorized to perform this work is: Name Address Tel.	•
Name Address Tel. Type of Pipe Required: Tol.	••
PERMIT EXPIRES ONE YEAR AFTER DATE OF ISSUE	
Requires separate connections for sewage and storm drain where applicable. Storm water cannot be discharged to a	
sanitary sewer.	
 All work must be inspected and approved by a D.P.I. inspector before backfilling. If this connection is to be part of a private service shared jointly with other building owners, attach copy of Recorded 	
Joint Maintenance Agreement.	
Permits can be issued to Industrial and/or Commercial Applicants only upon receipt and approval by the Commissioner	of
Public Infrastructure of required plans and supplemental information. In addition, a City-issued Industrial User Discharge Permit and/or a Sewer Extension/Connection Permit issued by the	
Commonwealth of Massachusetts D.E.P. shall be required by the City for Industrial Discharge into the sewer system.	
Industrial User Discharge Permit No	
Comm. Mass. Sewer Conn/Ext. Permit No. 570 B Date. Date.	
Comm. Mass. Sewer Conn./Ext. Permit No. STUB FEE Date. A Filing and Inspection Fee of \$1.50, plus an Entrance Fee of \$1.50 where applicable, must accompany this application of \$1.50	ì.
Bank# Bank of Amelio Check# 8604 Date 12/4/15 Receipt#	
Other requirements: Please care 24 hours in advance fer	
Charletin	
Connection made to Part of jointly-shared private line YES (NO	
Connection made to Part of jointly-shared private line YES NO Storm Drain	
Applicant agrees to abide by the above terms, as well as all pertinent ordinances of the City of New Bedford, and suc	h
other special rules as the Commissioner of Public Infrastructure and/or City Engineer may deem necessary	
Decothe ate (junt 1) Jun 11	
City Engineer Signature of Property Owner or Representative	e
INSPECTOR'S REPORT	
INSTECTOR SREETOR	
INSPECTED BY:	
DATE:	
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APPROVED SEE WHITE SHEET SIGNATURE





CITY OF NEW BEDFORD

PERMIT NO. SEWER AND/OR STORM DRAIN PERMIT 24462 This certifies that permission is granted to Address **Property Owner** To connect a sewer and/or storm drain located at.... Assessor's Plot . SOA Lot. 080, to the sewer and/or storm drain in... To be laid in accordance with the conditions in this application and the City of New Bedford ordinances. INDUSTRIAL TYPE OF USE; (RESIDENTIAL COMMERCIAL If applicant other than actual property owner, attach Letter of Authorization from Property Owner. Name JANET FRYTEI Tel 508 9(a) 7277

Mailing Address 1205 TULKER Rd DARTHOUTH MA 02747 The Bonded Contractor/Drain Layer authorized to perform this work is: ILC CONSTRUCTION Address Type of Pipe Required:..... PERMIT EXPIRES ONE YEAR AFTER DATE OF ISSUE Requires separate connections for sewage and storm drain where applicable. Storm water cannot be discharged to a sanitary sewer. All work must be inspected and approved by a D.P.I. inspector before backfilling. If this connection is to be part of a private service shared jointly with other building owners, attach copy of Recorded Joint Maintenance Agreement. Permits can be issued to Industrial and/or Commercial Applicants only upon receipt and approval by the Commissioner of Public Infrastructure of required plans and supplemental information. In addition, a City-issued Industrial User Discharge Permit and/or a Sewer Extension/Connection Permit issued by the Commonwealth of Massachusetts D.E.P. shall be required by the City for Industrial Discharge into the sewer system. Comm. Mass. Sewer Conn./Ext. Permit No. 570 B FOE ER D.F. STIMATO Date 12 Other requirements:. Unspection NO Connection made to Part of jointly-shared private line Storm Drain Applicant agrees to abide by the above terms, as well as all pertinent ordinances of the City of New Bedford, and such other special rules as the Commissioner of Public Infrastructure and/or City Engineer may deem necessary gnature of Property Øwner or Representative City Engineer INSPECTOR'S REPORT INSPECTED BY: Att Jef DATE: COMMENTS:

DISAPPROVED

APPROVED

SKETCH PLAN



CITY OF NEW BEDFORD SEWER AND/OR STORM DRAIN PERMIT

EXP 12 4 / 16

DATE_12 4 / 15

PERMIT NO. 24462

Property Owner Address	Oux 939 Bristol
connect a sewer and/or storm drain located at	SRISTOL STREET
ssessor's Plot 130A Lot 1680, to the sewer and/or storm	drain in 6" Pristol Street
be laid in accordance with the conditions in this application and YPE OF USE: RESIDENTIAL COMMERCIAL	I the City of New Bedford ordinances. INDUSTRIAL FLOW 330 G.P.D.
applicant other than actual property owner, attach Letter of Auth Name	n this work is:
Name Type of Pipe Required: Address	Tel
ERMIT EXPIRES ONE YEAR AFTER DATE OF ISSUE	
	where applicable. Storm water cannot be discharged to a
 sanitary sewer. All work must be inspected and approved by a D.P.I. insp If this connection is to be part of a private service shared Joint Maintenance Agreement. 	ector before backfilling. jointly with other building owners, attach copy of Recorded
 Permits can be issued to Industrial and/or Commercial Ap 	oplicants only upon receipt and approval by the Commissioner of
Public Infrastructure of required plans and supplemental in addition a City-issued Industrial User Discharge Perm	nformation. it and/or a Sewer Extension/Connection Permit issued by the
Commonwealth of Massachusetts D.E.P. shall be required	by the City for Industrial Discharge into the sewer system.
Industrial User Discharge Permit No	
Bank# Bank of American Check# 8604	of \$10.00 Date + 1,009.51 Ruyaing Atuble of \$10.00 where applicable, must accompany this application. Date 12,415 Receipt# 149348
	,
Connection made to Sewer Part of jointly-shared	private line YES NO
Applicant agrees to abide by the above terms, as well as all other special rules as the Commissioner of Public Infrastructure. City Engineer	Il pertinent ordinances of the City of New Bedford, and such ucture and/or City Engineer may deem necessary Signature of Property Owner or Representative
INSPECTO	DR'S REPORT
INSPECTED BY:	
DATE:	
COMMENTS:	
APPROVED DISAPPROVED	
SIGNATURE	
SIGNATURE	

SKETCH PLAN

FEE \$60.60

COMMONWEALTH OF MASSACHUSETTS

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CITY OF NEW BEDFORD Jonathan F. Mitchell, Mayor Department of Public Infrastructure Ronald H. Labelle Commissioner

Water
Wastewater
Highways
Engineering
Cemeteries
Park Maintenance
Energy

December 16, 2015

Janet Fryzel 1205 Tucker Road North Dartmouth MA 02747

Dear Ms. Fryzel and family,

As of the date of this letter the sewer improvement for Bristol Street has been completed and it is our understanding that the service connection to the dwelling at #939 has also been completed and a closing date for the purchase of the property has been set.

The cost figures for the betterment as well as the service connection construction cost to the property line have now been set. The betterment has not been processed through city council but we are able to publish the betterment lien figure since that has now been fixed. The betterment figure is set at \$6,689.51 and this number can be used to represent the future municipal lien to be established against the property at #939 Bristol Street as soon as it is passed through city council.

The service connection cost is also set at \$1,657.51 and will require an additional-payment of \$1,009.51 to make up the difference from the \$648 that was estimated and prepaid-to-obtain the sewer connection permit.

We trust that this letter will serve as sufficient support documentation for purposes of closing on the sale of the property and the new property owner will be made aware of this disclosure.

Respectfully,

Ronald H. Labelle

Commissioner

Donna M. Amado

From: Sent: John Fryzel [jfryzel@comcast.net] Friday, December 04, 2015 12:40 PM

To: Subject: Donna M. Amado Fwd: Bristol Street Sewer

Sent from my iPhone

Begin forwarded message:

From: David Fredette < <u>DAVIDF@newbedford-ma.gov</u>>

Date: November 20, 2015 at 3:49:15 PM EST

To: "Janet Fryzel (<u>ifryzel@comcast.net</u>)" <<u>ifryzel@comcast.net</u>>

Subject: FW: RE: Bristol Street Sewer

Janet,

All set. DJF

From: Jane Medeiros Friedman

Sent: Friday, November 20, 2015 3:43 PM

To: David Fredette

Cc: Ronald Labelle; Zeb Arruda; Manuel Silva; Ana S. Rosa

Subject: RE: RE: Bristol Street Sewer

David,

I'm fine with this.

Jane

From: David Fredette

Sent: Friday, November 20, 2015 3:35 PM

To: Jane Medeiros Friedman

Cc: Ronald Labelle; Zeb Arruda; Manuel Silva; Ana S. Rosa

Subject: RE: RE: Bristol Street Sewer

Hi Jane,

Attached is the P&S for 939 Bristol Street. Please advise if you think this is sufficient. DJF

From: Jane Medeiros Friedman

Sent: Friday, November 20, 2015 11:59 AM

To: David Fredette

Subject: RE: RE: Bristol Street Sewer

Yes, please.

From: David Fredette

Sent: Friday, November 20, 2015 11:53 AM

To: Jane Medeiros Friedman

Cc: Ronald Labelle; Zeb Arruda; Manuel Silva; Ana S. Rosa

Subject: RE: RE: Bristol Street Sewer

Jane,

No not in hand but I bet I could get that from Janet in lieu of the interim agreement. Should I ask for that? DJF

From: Jane Medeiros Friedman

Sent: Friday, November 20, 2015 11:52 AM

To: David Fredette

Cc: Ronald Labelle; Zeb Arruda; Manuel Silva; Ana S. Rosa

Subject: RE: RE: Bristol Street Sewer

Do you have a copy of the fully executed P&S?

From: David Fredette

Sent: Friday, November 20, 2015 11:42 AM

To: Jane Medeiros Friedman

Cc: Ronald Labelle; Zeb Arruda; Manuel Silva; Ana S. Rosa

Subject: RE: RE: Bristol Street Sewer

Jane,

I will hold off. Please understand that the current owner of the property is closing with the prospective buyer on December 11th. The owner representative is Janet Fryzel, a member of the family and she is also the real estate broker for the sale of the property. She indicated that the impending betterment is already disclosed in the P&S with the estimated cost of \$6,135 +/- and she indicated that the current owner will pay to make the sewer connection leaving the prospective buyer to pay the betterment. If you think that is sufficient disclosure we can avoid the interim agreement but I don't know if we will have the final betterment assessment recording and lien in place prior to their closing. DJF

From: Jane Medeiros Friedman

Sent: Friday, November 20, 2015 11:34 AM

To: David Fredette

Cc: Ronald Labelle; Zeb Arruda; Manuel Silva; Ana S. Rosa

Subject: RE: RE: Bristol Street Sewer

David,

My advice is to hold off allowing the tie-in until the notice is recorded with the Registry. Otherwise, we'll need to make revisions to that agreement and it will probably take us a couple of weeks to do that.

Jane

From: David Fredette

Sent: Friday, November 20, 2015 11:21 AM

To: Jane Medeiros Friedman

Cc: Ronald Labelle; Zeb Arruda; Manuel Silva; Ana S. Rosa

Subject: RE: RE: Bristol Street Sewer

Hi Jane,

This was not handled that way so a betterment with an estimated value has not been recorded. Since we will have the final values in less than two weeks we plan to wait so we can record the final

values for betterment assessment and we thought this interim agreement would be a prudent way to handle the future purchaser situation. DJF

From: Jane Medeiros Friedman

Sent: Friday, November 20, 2015 11:17 AM

To: David Fredette

Cc: Ronald Labelle; Zeb Arruda; Manuel Silva; Ana S. Rosa

Subject: RE: RE: Bristol Street Sewer

Dave,

Has the Council recorded a notice of the betterment at the Registry of Deeds? If so, that would put a future purchaser on notice that there is a pending betterment that they will be responsible for.

Jane

From: David Fredette

Sent: Friday, November 20, 2015 10:54 AM

To: Jane Medeiros Friedman

Cc: Ronald Labelle; Zeb Arruda; Manuel Silva; Ana S. Rosa

Subject: RE: Bristol Street Sewer

Hi Jane,

DPI recently completed work on Bristol Street to install a mainline sewer under a betterment program and we are finalizing the costs associated with that project in order to establish what the individual property assessments are going to be. We should have that within a couple of weeks then we will proceed to formalize that and send the information through City Council office to get recorded and eventually the municipal lien will be imposed on each property. We expect that to take several weeks to a month or two so in the interim we want to enable one homeowner to proceed with a sewer connection prior to the betterment assessment being available. The attached document was drafted to effect an interim agreement between the City and the homeowner at 939 Bristol Street essentially it is an acknowledgement to avoid any misunderstanding with the current and prospective property owners. We are expecting the current owner to seek the permit for this sewer service as early as next week and are requesting a quick review and any advice you may have with respect to this agreement. Thanks in advance, DJF

DURABLE POWER OF ATTORNEY

- I, GERTRUDE ROBIDOUX, of 939 Bristol Street, New Bedford, Bristol County, Massachusetts, do hereby constitute and appoint my husband, ROLAND ROBIDOUX, of 939 Bristol Street, New Bedford, Massachusetts; and if my husband, ROLAND ROBIDOUX, dies, resigns or is determined to be incapable of serving, then I appoint my daughter, JANET FRYZEL, of 1205 Tucker Road, Dartmouth, Massachusetts, and my daughter, PAULETTE DEAKIN, of 206 Hathaway Road, Acushnet, Massachusetts, jointly and singly, 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;

insurance company and the Medical Information Bureau Inc. or other health care clearing-house 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 reaffirm; and to make any and all decisions regarding any plan or repayment/reorganization, 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, ROLAND ROBIDOUX, or either or both of my said daughters, JANET FRYZEL and/or PAULETTE DEAKIN, 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

- (I) 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 gift-making 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 himself or our children, because my spouse and children are the objects of my bounty in harmony with my estate plans;
- (n) Powers 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 substitution 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) HIPPA 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 HIPPA), 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

- (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 yea 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 or 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 anyone 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 have one-half (1/2) of any gift(s) made by my spouse considered as made by me.

- (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
- (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;

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 JANET FRYZEL and/or PAULETTE DEAKIN, signed under penalties of perjury that my said husband, ROLAND ROBIDOUX, has died, resigned or is incapable of serving and thus JANET FRYZEL and/or PAULETTE DEAKIN are authorized to act as my attorney.
- <u>6. Interpretation and Governing Law.</u> 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.
- <u>9. Revocation of Prior Instruments.</u> 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 this 28th day of 1, 2014.

Mertanda Robidorni GERTRUDE ROBIDOUX

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.

Witness

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this day of www, 2014, before me, the undersigned Notary Public, personally appeared **GERTRUDE ROBIDOUX**, personally known to me / proved to me through satisfactory evidence of identification, which was her Massachusetts driver's license / I.D., to be the person whose name is signed on the preceding document, and acknowledged

to me that she signed it voluntarily for its stated purpose; and made oath as to the truth of the foregoing and acknowledged the foregoing instrument to be her free act and deed before me.

Notary Public

Work	Order	Number: 15-000919							12/7/2015 8:39 AM
Category:	ory: Service Lateral Gravity					ority:			
Problem:	Cont	tractor Inspection		Cre	ew:				
Cause:					Su	pervisor:			
Main Task:					Sta	itus:	New Work Order		
Work Order Start Date/Time:					Wo	rk Order E	nd Date/Time:		
939 BRISTO	on (s) - DL ST								
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Task Start Date	e/Time:				Task E	nd Date/Tir	me:		
Task Code:		SWT220	Tas	Task Description:		Investigate / Inspect			
						Time	Туре	_	
Employee Nur 14950	mber	Employee Name ANTONIO LEMOS		Reg 0.00	<u>OT</u> 0.00	Normal 0.00	<u>Type</u> REGULAR TIME	<u>Units</u> Hours	
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Equipment Co	ode .	Equipment Description		-			Units	S-20	
Material Code		Material Description					<u>Units</u>		
Fluid Code		Fluid Description					Units		

