

ROUBION CONSTRUCTION CO., LLC

CASE NO. 2014-2919 DIV. M-13

VERSUS

FILED

CIVIL DISTRICT COURT

IRMA DORSEY

2015 JAN 28 3:41

PARISH OF ORLEANS
STATE OF LOUISIANA

CIVIL
DISTRICT COURT

PETITION FOR INTERVENTION

NOW INTO COURT, through undersigned counsel, comes the State of Louisiana, through the Division of Administration, Office of Community Development-Disaster Recovery Unit ("OCD-DRU"), Hazard Mitigation Grant Program ("HMGP"), which seeks to intervene in the above-captioned matter and respectfully represents:

1.

HMGP helps homeowners in coastal Louisiana protect their homes from damage in future natural disasters by elevating their homes, reconstructing safer structures, or installing individual mitigation measures. HMGP targets participants in Louisiana's Road Home program who needed additional funds to complete their home mitigation. The \$650 million OCD-DRU program is part of Louisiana's commitment of more than \$1.7 billion to strengthen its coastal communities through home mitigation. The Federal Emergency Management Agency ("FEMA") is the funding source for HMGP.

2.

The OCD-DRU HMGP can reimburse up to \$100,000 (based on actual construction costs) to eligible Road Home Option 1 homeowners for expenses incurred in elevating their homes to meet the Advisory Base Flood Elevation (ABFE) or to meet the adopted Base Flood Elevation (BFE) if no ABFE exists. Homeowner eligibility and eligible expenses are determined by FEMA based on HMGP regulations.

3.

In order to be considered for any of the OCD-DRU HMGP awards, a homeowner had to meet certain eligibility criteria, depending on which mitigation option a homeowner selected. The mitigation options which were available to homeowner were elevation of their homes, reconstruction or installation of individual mitigation measures.

4.

Homeowner eligibility and eligible expenses are determined by FEMA based upon HMGP and FEMA regulations.

5.

Defendant, Irma Dorsey (“Ms. Dorsey”), qualified for an HMGP grant in the amount of \$100,000.00. The total project cost for the elevation of her home located at 10900 Kinneil Road in New Orleans totaled \$100,000.00. *Exhibit A.*

6.

Roubion Construction (“Roubion”) was selected by Ms. Dorsey to complete the elevation of her home. A contract for the elevation work was executed between Ms. Dorsey and Roubion on or about February 28, 2013. *Exhibit B (in globo).*

7.

A notice to proceed dated May 1, 2013 was issued by HMGP to Roubion for the Dorsey elevation project. *Exhibit C.* The project was to begin twelve (12) calendar days from the date of the letter. Work timely began at Ms. Dorsey’s homes. The anticipated completed date was September 2013.

8.

On or about May 1, 2013, a two-party check in the amount of \$80,000.00 was issued to Ms. Dorsey and Roubion to begin the elevation of Ms. Dorsey’s home. *Exhibit D.*

9.

In or about August 2013, Ms. Dorsey’s son, whose name is unknown to HMGP, ordered Roubion to stop all work at Ms. Dorsey’s property. Based upon information provided to HMGP, Ms. Dorsey is the sole applicant and recipient of the HMGP award for the elevation of her home. To the knowledge of HMGP, Ms. Dorsey has not relinquished her authority to make decisions regarding the elevation of her home.

10.

Since August 2013 to the date of the filing of this Petition, Ms. Dorsey’s son has impeded the completion of the elevation of his mother’s home. To HMGP’s knowledge, on at least two separate occasions, the son has prevented Roubion and HMGP representatives from entering Ms. Dorsey’s property in order to determine outstanding work to be completed.

11.

Since August 2013, HMGP has attempted to facilitate a resolution between Ms. Dorsey, the applicant and recipient of the HMGP award, and Roubion. However, Ms. Dorsey’s son has continuously intervened and deliberately prevented direct contact with Ms. Dorsey.

12.

On or about October 24, 2013, Mr. Dorsey even called law enforcement and accused HMGP and Roubion representatives of trespass when they attempted to meet at Ms. Dorsey's property for a scheduled meeting with the applicant, Ms. Dorsey.

13.

A site visit was conducted at Ms. Dorsey's property on December 6, 2013. Craig P. Taffaro, Jr., Director of HMGP, Matt Thomey, a then-HMGP employee, Dennis Roubion, Jr., of Roubion Construction, and David O'Reilly, the engineer of record attended. Between the date of the site visit and mid-February 2014, Ms. Dorsey, or her son, continuously changed the list of outstanding items that were allegedly required to be completed by Roubion.

14.

Also during this timeframe, it was conveyed by Ms. Dorsey, or her son, that Roubion would not be allowed back on the property. Such a restriction prevented Roubion from completing the work at Ms. Dorsey's home.

15.

Between February 2014 to November 2014, Ms. Dorsey, or her son, refused to allow the completion of the elevation of her home.

16.

In or about November 2014, HMGP employee Julius Scott went to Ms. Dorsey's home and attempted to make contact with her in order to assist in resolving any issues between Ms. Dorsey and Roubion. Ms. Dorsey's son immediately intervened, and initially attempted to thwart Mr. Scott's attempts to directly speak to Ms. Dorsey.

17.

Upon Mr. Scott's arrival at Ms. Dorsey's home on November 19, 2014, her son attempted to prevent Mr. Scott from speaking to Ms. Dorsey. After an extended conversation, in which Mr. Scott explained to Mr. Dorsey that his actions were jeopardizing his mother's participation in HMGP, Mr. Scott was finally allowed to see and speak with Ms. Dorsey. Eventually, Ms. Dorsey agreed to allow Mr. Scott to conduct a site visit at her home.

18.

There was a subsequent agreement by Ms. Dorsey that Roubion would be permitted to return to her property to determine outstanding work that needed to be completed.

19.

HMGP consequently engaged in discussions with Roubion to determine Roubion's willingness to return to the Dorsey property, despite the fact that the company had been banned from the site. Roubion agreed to return to the property to conduct a site visit with the plan of completing work observed to be outstanding and necessary.

20.

On December 30, 2014, Mr. Scott, along with Mr. Nah Do, the electrical inspector for the city of New Orleans, went to Ms. Dorsey's home to conduct an inspection in an effort to have the gas turned on since the gas meter had been removed by Entergy.

21.

On January 7, 2015, Julius Scott sent a text message to the person he believed was Ms. Dorsey, informing her that on January 9th, various members of the city of New Orleans, HMGP, Roubion and the third party inspector would be meeting at her home to collectively determine work required to complete the elevation of her home and to ensure the codal accuracy of work already completed.

22.

However, in a January 8, 2015 email signed by "Irma Dorsey" sent at 2:41 a.m., HMGP and Roubion were prohibited from attending a planned site visit with the city of New Orleans' chief building inspector, Debra Goldstein, the chief electrical inspector, Charles Collins, the electrical inspector, Nah Do and the third party inspector, James Mohamad. "Irma Dorsey" warned that "[a]ny **uninvited guest or trespassers will be arrested.**" *Exhibit E*. This was at least the second meeting cancelled by Ms. Dorsey and/or her son.

23.

In the same email, "Irma Dorsey" attempts to inappropriately wrangle from HMGP an additional \$68,594.37, plus the balance of \$20,000.00 from the original \$100,000.00 award. The writer of the email also seeks to waive "all previous party agreements with the program... ." *Exhibit E*. Ms. Dorsey seeks to have these amounts given to her in cash, which would be a violation of HMGP and FEMA regulations and state and federal law.

24.

Despite efforts made by HMGP to facilitate the completion of Ms. Dorsey's elevation project, Ms. Dorsey and/or her son have actively impaired and impeded those efforts.

25.

Because of the actions taken by Ms. Dorsey and/or her son, Ms. Dorsey is now in recovery for the \$80,000.00 previously released for the specific purpose of elevating her home, which has not been allowed to be completed.

26.

HMGP asserts that on July 17, 2011, Ms. Dorsey executed a Voluntary Participation Agreement, whereby she agreed to comply with all HMGP guidelines as set forth by FEMA, GOHSEP (the Governor's Office for Homeland Security and Emergency Preparedness) and OCD. *Exhibit F*. She further agreed that she would not drop out of the Program at any time after receiving an award. *Id.*

27.

On March 4, 2013, Ms. Dorsey executed an Elevation Alternative Payment Option Affidavit and Agreement. *Exhibit A*. By executing the Affidavit and Agreement, Ms. Dorsey agreed to complete the elevation in accordance with established HMGP schedules, which she has failed to do. Ms. Dorsey has never submitted a written extension request to HMGP.

28.

Ms. Dorsey also agreed to meet all the terms and conditions of the HMGP Covenant, which she has likewise failed to do. She has specifically failed to obtain flood insurance for her property, which is one of many requirements of the Covenant. *Exhibit G*.

29.

An August 12, 2013 due diligence letter was mailed to Ms. Dorsey on August 13, 2013. *Exhibit H (in globo)*. Via that letter, HMGP employee Ernestine Jefferson requested various documents from Ms. Dorsey, including, but not limited to, a power of attorney; approved building plans; and a preliminary elevation certificate. Other noted issues or violations were also included, as follows:

- Refusal for (*sic*) allowing contractor to complete project-(Applicant);
- Applicant did not respond to e-mail for confirmation of mediation meeting in HMGP office/management;
- Confirmation date was requested from applicant since 8/9/2013 and received no response;
- Penalties will be applied or total APO funds issued may be asked to be returned to program; and
- No record of power of attorney for son, interacting with contractor with project.

30.

HMGP maintains that Ms. Dorsey has failed to rectify the noted issues and/or violations.

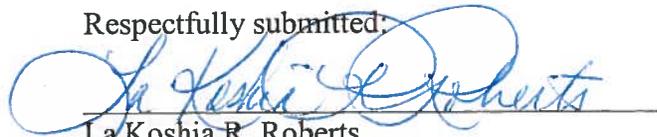
31.

HMGP asserts that upon a judgment against Ms. Dorsey in the original matter filed against her by Roubion, that the \$80,000.00 previously released jointly to Ms. Dorsey and to Roubion be recognized as a debt owed by Ms. Dorsey as the applicant and recipient of the HMGP award for the specific purpose of elevating her home located at 10900 Kinneil Road in New Orleans, Louisiana.

WHEREFORE, HMGP PRAYS that judgment be rendered in its favor and against Irma Dorsey, and that Ms. Dorsey be held responsible for the return of the \$80,000.00 HMGP award payment to HMGP, which was awarded to her for the specific purpose of elevating her home.

HMGP FURTHER PRAYS that Ms. Dorsey is ordered to pay all costs and expenses associated with these proceedings.

Respectfully submitted:



LaKoshia R. Roberts
Bar Roll No. 26715
State of Louisiana - HMGP
2021 Lakeshore Drive, Suite 100
New Orleans, Louisiana 70122
Telephone: 504-284-4022
Facsimile: 504-284-4091
LaKoshia.Roberts@la.gov

PUBLIC ENTITY/FEE EXEMPT
(La.R.S.. 13:4521 and 13:5112)

PLEASE SERVE:

**Ms. Irma Dorsey
10900 Kinneil Road
New Orleans, Louisiana 70127**

**Attorney Raymond Landry
Mollere, Flanagan & Landry, LLC
Counsel for Roubion Construction Co., LLC
2341 Metairie Road
Metairie, Louisiana 70001**

FILED

2015 JAN 28 3:41

CIVIL DISTRICT COURT

OCD-DRU HAZARD MITIGATION GRANT PROGRAM
ELEVATION ALTERNATIVE PAYMENT OPTION AFFIDAVIT AND AGREEMENT

STATE OF LOUISIANA
PARISH OF Orleans

STATE OF LOUISIANA
OFFICE OF COMMUNITY DEVELOPMENT (OCD)
DISASTER RECOVERY UNIT (DRU)
HAZARD MITIGATION GRANT PROGRAM (HMGP)
GRANT AFFIDAVIT AND AGREEMENT
RH NO: 06HH 106437

BEFORE ME, the undersigned Notary Public, duly qualified in and for the State and Parish aforesaid, personally came and appeared:

Irma Dorsey and N/A, herein, the Affiants, who have applied to the OCD-DRU Hazard Mitigation Grant Program (hereinafter, "HMGP Program"), and who after first being duly sworn according to law, do hereby certify and declare under oath and under penalties of perjury, to the State of Louisiana, Office of Community Development, the following statements are true, and hereby agrees to the following conditions and terms of this Grant Agreement:

I. RECITALS

a. I/We owned and occupied real property at 10900 Kinneil Rd. New Orleans Louisiana. (hereinafter, "Property") at the time and prior to Hurricanes Katrina on August 29, 2005 and/or Rita on September 24, 2005, or have acquired the property through either an act of sale or donation and received Road Home compensation funding through an assignment of rights of the Road Home grant (can be used for Elevation or IMM only) or I acquired the property through inheritance from the original Road Home compensation grant recipient. This property was damaged or destroyed by either Hurricanes Katrina in August of 2005 and/or Rita in September 2005.

✓ Homeowner Initials to acknowledge this statement: [Signature]

b. I/We currently own the Property.

✓ Homeowner Initials to acknowledge this statement: [Signature]

c. I/We currently occupy, or will occupy the home, located on the Property, as a primary residence within twelve months of accepting HMGP funds.

✓ Homeowner Initials to acknowledge this statement: [Signature]

d. I/We have received the following structural and/or elevation assistance funds as the result of flooding and/or wind damage that occurred during Hurricane Katrina on August 29, 2005 and/or Hurricane Rita on September 24, 2005, respectively, and any other events since that date, for the Property.

✓ Homeowner Initials to acknowledge this statement: [Signature]



e. (Note: The information listed below should only include assistance provided for structural modification and/or the elevation process. Content payments are not to be included. Please attach copies of supporting documentation for each applicable entry, if available.)

	\$	Initials
Flood Insurance	0	[Signature]
Increased Cost Compliance (ICC)	0	[Signature]
Homeowner's Insurance	0	[Signature]
Federal Minimal Repair Program	0	[Signature]
FEMA/State Other Needs Assistance (ONA)	0	[Signature]
Small Business Administration (SBA)	0	[Signature]
Hazard Mitigation Grant	0	[Signature]
Road Home Program (mitigation activities only)	0	[Signature]
Road Home Elevation Incentive	0	[Signature]
Temporary Housing Assistance (minimal repairs)	0	[Signature]
Farmers Home Administration (FHA)	0	[Signature]
Cora Brown Fund	0	[Signature]
Volunteer Agencies	0	[Signature]
Other: _____	0	[Signature]

f. I/We have received no other Federal assistance funds for structural repair and/or elevation other than that set forth above.

Homeowner Initials to acknowledge this statement: _____

Total Amount of Funds Received \$ _____

Total Amount of Project Costs \$ 100,000

II. PURPOSE AND SOURCE OF GRANT FUNDS

The purpose of this HMGP Grant is to mitigate losses from future damage resulting from hurricanes and similar natural disasters. The Affiant(s) is/are the owner of Property damaged or destroyed by either Hurricanes Katrina on August 29, 2005 and/or Rita on September 24, 2005. The Affiant(s) may be awarded grant funds from the United States of America under the Department of Homeland Security Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP Program").

III. PROVISIONS

- a. Affiant(s) agree(s) to the following conditions precedent to receiving grant funds under the HMGP Program for mitigation projects on the homeowner(s) property. Affiant agree(s) to satisfy all other conditions identified herein subsequent to receiving disbursements. The failure to satisfy all conditions subsequent to disbursements, failure to satisfy conditions identified in HMGP Covenant, or affiant's material misrepresentation of information provided to the OCD-DRU-HMGP in the application for the HMGP grant, may result in the Affiant(s) being placed in default under this Agreement and may result in the recoupment of the grant funds disbursed.

Conditions precedent to receipt of APO payment, include at least the following, with the possibility of additional conditions, as individual circumstances may warrant::

1. Documents that provide verification of all payments considered a duplication of benefit
 2. Consent for OCD-DRU HMGP personnel to take initial photographs of the structure
 3. Completed W-9 Form
 4. Voluntary Participation Agreement (VPA)
 5. APO Request Application
 6. Notarized HMGP Grant Affidavit and Agreement
 7. Notarized HMGP Covenant
 8. Preliminary Elevation Certificate or Need to Elevate
 9. Verification of Funds
 10. Copy of Executed fixed-price contract with contractor, including the HMGP Elevation Construction Contract Rider, for turn-key project to include a scope of work in accordance with the guidance for Elevation with said contract being subsequently reviewed and approved by OCD-DRU HMGP for cost reasonableness, in accordance with guidance information provided by OCD-DRU HMGP; and proof that warranty-backing will occur upon completion of work.
 11. Proof of Contractor's proper insurance, including Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance
 12. Proof of performance bond and payment bond, secured by Contractor, as security or the faithful performance by Contractor of the work and payment of all Contractor's obligations under the Contract, and to provide copies of said bonds to the homeowner and OCD-DRU-HMGP, including evidence of properly and timely filed notice of contract with bond attached and recorded into the records of the clerk of court in the parish in which the property is located. For homeowners who seek the services of a contractor who is unable to obtain bonding, the Homeowner may seek a bond alternative option, which does not allow an APO payment of up to 80 %.
 13. Verification of the structure's square footage for cost reasonableness determination.
 14. Proof of proper contractor licensure.
- b. Conditions subsequent to receipt of APO payment:
 1. Affiant(s) agree(s) to complete the elevation in accordance with schedules established by OCD-DRU HMGP.
 2. Affiant meets all the terms and conditions of the HMGP Covenant.
 - c. Affiant(s) agree(s) to provide to OCD-DRU HMGP all documentation typically required for payments and closeout. (Note: A complete listing of the required documents can be obtained from the Mitigation Analyst).

IV. DEFAULT PROVISIONS

Affiant(s) understand and acknowledge that failure to satisfy the conditions listed herein and the conditions listed in the OCD-DRU HMGP Covenant will place Affiant(s) at risk of being in default of this agreement for which the remedy of recoupment of grant funds may be invoked by OCD-DRU HMGP.

V. ACKNOWLEDGMENT OF TERMS AND CONDITIONS

- a. [Signature] I/We assert, certify and reaffirm that all information on the APO Request Application, this Grant Affidavit and Agreement, the OCD-DRU HMGP Covenant, and documentation for reimbursement provided (e.g., receipts, invoices, Contractor statements, canceled checks, self certification affidavits, etc) are true to the best of my/our knowledge.
- b. [Signature] I/We acknowledge that all provided information has been relied on by OCD-DRU HMGP to make a determination of eligibility for the Grant Award.
- c. [Signature] I/We certify that I/we will comply with the completion timeline of elevation projects and ensure that the timeline provisions included in the Construction Contract Rider will be included in the construction contract (effective January 15, 2013) so that the project will be completed within four (4) months for slab on grade or open foundation, six (6) months for slab separation, or nine (9) months for a second story conversion from the date on which OCD-DRU HMGP program funds are first issued to the homeowner. I/We understand an extension request must be submitted in writing to OCD-DRU prior to the completion deadline.
- d. [Signature] I/We agree to provide a copy of the contractor's certificate of insurance and the insurance policy (to include the declarations page) to OCD-DRU HMGP prior to OCD-DRU HMGP issuing funds. The Insurance coverage must match the requirements as listed in the Contract Rider.
- e. [Signature] I/We agree to provide a copy of the elevation construction contract, including executed HMGP Elevation Construction Contract Rider.
- f. [Signature] I/We agree to provide a copy of the contractor's warranty and/or performance and payment bonds, per the requirements of the Contract Rider.
- g. [Signature] I/We certify all expenses claimed in connection with my/our elevation application for grant proceeds were a direct result of the declared disaster(s) and for my/our mitigated structure; and that
- h. [Signature] I/We have disclosed to OCD-DRU HMGP all insurance proceeds and other funds received from governmental agencies as compensation for damages and intended mitigation measures as a result of the declared disaster in the application process.
- i. [Signature] I/We acknowledge that I/We may be prosecuted by Federal, State and/or local authorities in the event that I/We make or file false, misleading and/or incomplete statements and/or documents.
- j. [Signature] I/We agree to repay the OCD-DRU HMGP Grant within 30 days in the event I/We make or file false, misleading and/or incomplete statements and/or documents.
- k. [Signature] As a recipient of federal funds received from the Hazard Mitigation Grant Program and administered by the Office of Community Development/Disaster Recovery Unit, I/we, and any family member, are prohibited from receiving anything of monetary value from the Contractor (or anyone

affiliated with the contractor. This prohibition includes but is not limited to receiving any incentive, promotion, rebates, refunds, reduction of amounts due to contractor, forgiveness of debt to the contractor in whole or in part, or work performed by the contractor free of charge or at a discounted rate.

l. [Signature] I/we certify that to date I/we have not received or been promised anything of monetary value.

m. [Signature] I/we understand that past, present or future violation of this prohibition will result in the entire grant being ineligible and that I/we shall be obligated to repay all monies previously paid under my/our grant.

n. [Signature] I/we agree not to suffer or permit any mechanics or materialman's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof.

Signed at New Orleans (city), State of Louisiana on the 4th day of March, 2013, in the presence of the undersigned, competent witnesses

and Notary Public:

Witness
[Signature]
Signature
Angelina Lyons
Print Name

Affiant
[Signature]
Signature
FRMA DORSEY
Print Name

Witness
[Signature]
Signature
Jeanette Callahan
Print Name

Affiant

Signature

Print Name

[Signature]
Notary Public

Parish of _____, State of Louisiana
81942

NOTARY PUBLIC
JEFFERSON PARISH
COMMISSION EXPIRES
My Commission Expires WIP - LIFE

FILED

2015 JAN 22 10:13 AM
 DATE: 02/13/13
 PHONE: 504-338-9868

EMAIL: LDORSEY@ROUBION.COM

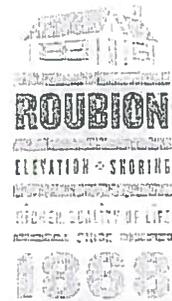
CIVIL DISTRICT COURT

MS. IRMA DORSEY
 10900 KINNEIL RD.
 NEW ORLEANS, LA 70127
 REF # 13-8031

FOR AND IN CONSIDERATION OF THE PRICE AND SUM OF \$100,000.00 WE THE UNDERSIGNED PERSONS OF THE FULL AGE OF MAJORITY BEING ALL OF THE OWNERS OF THE PROPERTY LOCATED AT 10900 KINNEIL RD., NEW ORLEANS, LA 70127 (HEREINAFTER REFERRED TO AS "OWNER") DO HEREBY EMPLOY ENGAGE AND AUTHORIZE ROUBION CONSTRUCTION CO., INC. A DOMESTIC CORPORATION QUALIFIED TO DO BUSINESS IN THE STATE OF LOUISIANA (HEREINAFTER REFERRED AS "CONTRACTOR") TO PROVIDE ALL MATERIALS, LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, SUPERINTENDENT, AND ALL OTHER SERVICES AND FACILITIES OF EVERY NATURE WHATSOEVER NECESSARY TO PERFORM THE WORK TO BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

ROUBION CONSTRUCTION CO., INC. WILL:

- PRE ELEVATION SITE PREPARATION.
- INSTALL NEW OR REINFORCE ALL EXISTING PILES. THE PILINGS ARE TO ACHIEVE BEARING RESISTANCE WITH A PUSH OF 10,000 P.S.I. "WHICH, AT TIMES COULD REQUIRE PILINGS TO A DEPTH OF 65 FEET OR GREATER".
- ELEVATE THE EXISTING SLAB TO THE REQUIRED ADVISORY BASE FLOOD ELEVATION OF (TO BE DETERMINED) OR APPROXIMATELY (5") FIVE FEET FROM THE GROUND.
- EXCAVATE UNDER THE LOAD BEARING SUPPORTS OF THE RESIDENCE IN ORDER TO POUR APPROXIMATELY (218') TWO HUNDRED EIGHTEEN FEET OF CONTINUOUS STEEL REINFORCED CONCRETE FOUNDATION MEASURING (24") TWENTY-FOUR INCHES WIDE BY (12") TWELVE INCHES THICK.
- CONTINUOUS STEEL REINFORCED FOUNDATION (CHAINWALL) WILL BE REINFORCED WITH (# 5's OR 5/8") STEEL REBAR.
- INSTALL NEW SPLIT FACE BLOCK WALL AROUND THE PERIMETER OF THE PROPERTY.
- INSTALL NEW VENTS AS REQUIRED FOR VENTILATION AND AN ACCESS HATCH.
- INSTALL TURNBUCKELS AT THE CORNERS TO RESIST LATERAL MOVEMENT.
- INSTALL (1) ONE BRICK STAIRCASE WITH ROUND STEPS IN FRONT OF RESIDENCE.
- INSTALL (1) ONE 4X14 WOODEN LANDING WITH STAIRCASE TO TIE IN TWO DOUBLE EXITS IN REAR OF RESIDENCE.
- SAW CUT GARAGE AND RELOCATE GARAGE DOOR TO PRESENT HEIGHT.
- REPAIR ALL DAMAGED DRIVEWAYS AND WALKWAYS.
- DISCONNECT AND RELOCATE ELECTRICAL SERVICE TO REQUIRED HEIGHT.
- DISCONNECT AND RECONNECT GAS SERVICES.
- ELEVATE AND CONSTRUCT AIR CONDITIONING PLATFORM.
- DISCONNECT AND RECONNECT SEWER LINES.
- DISCONNECT AND RECONNECT WATER LINES.
- PERMIT COSTS.
- ENGINEERING FEES.
- POST ELEVATION SITE CLEANUP.



824 Dakin St.
 Jefferson, LA 70121

P : 504.289.9909
 F : 504.289.3551

www.roubioninc.com
 nigher@roubioninc.com

1 of 2
 CW



MS. IRMA DORSEY
10900 KINNEIL RD.
NEW ORLEANS, LA 70127
REF # 13-8031

DATE: 02/28/13
PHONE: 504-338-9568 C)

EMAIL: J.DORSEY521@YAHOO.COM

THIS AGREEMENT SHALL BE BINDING ONLY UPON THE CONTRACTOR'S WRITTEN ACCEPTANCE HEREOF IN THE SPACE INDICATED BELOW OR UPON THE CONTRACTOR'S COMMENCING PERFORMANCE, AND UPON SUCH ACCEPTANCE OR COMMENCEMENT OF PERFORMANCE THIS SHALL CONSTITUTE THE ENTIRE CONTRACT AND BE BINDING UPON THE PARTIES HERETO, THERE BEING NO COVENANTS, PROMISES, WARRANTIES OR AGREEMENTS, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, EXCEPT AS HEREIN SET FORTH.

NO SALES REPRESENTATIVE OF THE CONTRACTOR HAS AUTHORITY TO ALTER THE TERMS OF THIS AGREEMENT IN ANY PARTICULAR. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR DAMAGE THAT MAY OCCUR TO PLASTER, SHEET ROCK, CEILINGS, WALLS, FLOORS, TILED BATH, TILED KITCHEN, SLAB, PLUMBING, WIRING, MIRRORS, CONTENTS, PAVING, FLOWERS, ETC. OR ANY OTHER ITEMS INCIDENTAL TO THE WORK.

THE LEVELING OR STABILIZATION PROCESS CAN AND MAY REVERSE THE DAMAGE ALREADY DONE TO THE FOUNDATION AND STRUCTURE AND CAN AND MAY CAUSE OR CREATE NEW DAMAGE BY MOVEMENT OR LACK OF MOVEMENT. IF UPON LEVELING IT IS DISCOVERED THAT THE FOUNDATION HAS BEEN CONSTRUCTED OF SUBSTANDARD MATERIAL OR IS OF INADEQUATE STRUCTURAL STRENGTH TO PROPERLY TRANSFER THE LOAD IMPOSED BY UNDERPINNING THERE CAN AND MAY BE AN ADJUSTMENT IN THE CONTRACT PRICE. ADDITIONALLY, OWNER ACKNOWLEDGES THAT CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR OR IS ASSOCIATED WITH THE RAISING, RE-ALIGNING, PILING AND/OR UNDERPINNING OF A FOUNDATION CONSTRUCTED WITH SUBSTANDARD MATERIAL OR A FOUNDATION HAVING INADEQUATE STRUCTURAL STRENGTH TO PROPERLY TRANSFER THE LOAD IMPOSED BY HOUSE LEVELING, SHORING, RAISING AND/OR RE-ALIGNING OPERATIONS.

ALL PLUMBING AND ELECTRICAL DISCONNECTION AND RECONNECTIONS ARE TO BE FURNISHED BY OWNER UNLESS OTHERWISE SPECIFIED HEREIN.

OWNER IS RESPONSIBLE FOR REMOVAL OF WIRES, POLES, TREES OR ANY OTHER OBSTACLES IN THE PATH OF MOVING, RAISING, LEVELING OR SHORING JOB.

THE SECURING OF NECESSARY PERMITS AND OR THE EXPENSE OF FURNISHING BONDS IS THE RESPONSIBILITY OF OWNER UNLESS OTHERWISE SPECIFIED HEREIN.

THIS CONTRACT DOES NOT INCLUDE FIRE, STORM, TORNADO OR ANY OTHER INSURANCE EXCEPT WORKMENS COMPENSATION AND PUBLIC LIABILITY INSURANCE. CONTRACTOR WILL NOT BE HELD LIABLE FOR DAMAGE BY NOT CARRYING THE SAID CLASSES OF INSURANCE.

CONTRACTOR AGREES TO REMOVE ALL TRASH AND RUBBISH CAUSED BY ITS WORK AND IS HEREBY PERMITTED TO SALVAGE ANY MATERIALS FOR ITS OWN USE.

IN THE EVENT THAT IT BECOMES NECESSARY TO EMPLOY AN ATTORNEY TO ENFORCE THIS CONTRACT, WHETHER OR NOT SUIT IS FILED, OWNER AGREES TO PAY ALL REASONABLE ATTORNEY FEES PLUS COURT COSTS.

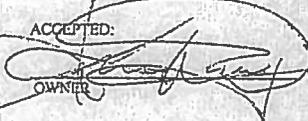
BUILDING TO BE RELOCATED, LEVELED OR RAISED: OWNER AGREES TO SECURE AND PAY FOR CLEARANCE OF WIRE, POLES, TREES, RIGHT OF WAY, ETC. CONTRACTOR AGREES TO SECURE MOVING PERMIT AND TO PAY FOR ESCORT FEES THIS CONTRACT DOES NOT INCLUDE ANY WORK NOT SPECIFICALLY STATED.

PAYMENT SCHEDULE IS PREDICATED UPON CONTRACT AMOUNT LESS INITIAL DEPOSIT.

1ST HMGP PAYMENT IS DUE ONCE APO FUNDS ARE RECEIVED BY THE HOMEOWNER.

2ND HMGP PAYMENT IS DUE ONCE FINAL HMGP PAYMENT IS RECEIVED BY THE HOMEOWNER.

**CONTRACT BINDING ONLY UPON HMGP FINANCING APPROVAL. ROUBION CONSTRUCTION WILL COMPLY WITH ALL OCD-DRU HMGP PROGRAM REQUIREMENTS INCLUDING THE PRESCRIBED TIMELINES FOR EACH PARTICULAR MITIGATION ACTIVITY.

ACCEPTED:  OFFERED BY: 
 OWNER REPRESENTATIVE

OWNER ACCEPTED: _____ FOR CONTRACTOR

DATE SIGNED: 2-28-13

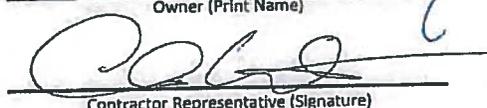
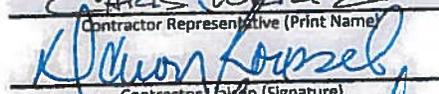
ELEVATION QUOTE FORM	
This agreement is made between <u>Ms. Irma Dorsey</u>	
(hereafter referred to as "Owner") whose property is located at <u>10900 Kinnell Rd New Orleans, La. 70127</u>	
and <u>Roubion Construction</u>	domestic corporation, qualified to do business in the State of Louisiana
(hereafter referred to as "Contractor")	
Number of Stories:	1
Work to be performed by elevation type:	
Slab Elevation	
Raise, shore and align the above named <u>2405</u> square foot (footprint/1st floor) <u> </u> square foot (2nd floor) residence to <u>5</u> # feet to satisfy the local BFE/ABFE of <u>2405</u> # feet elevation.	Total Base Cost <u>100,000.00</u>
Slab Separation	
Raise, shore and align the above named <u> </u> square foot (footprint/1st floor) <u> </u> square foot (2nd floor) residence to <u> </u> # feet to satisfy the local BFE/ABFE of <u> </u> # feet elevation. Install <u> </u> square feet of platform framed floor system.	Total Base Cost <u> </u>
Open Foundation (Piling or post/column) Elevation	
Raise, shore and align the above named <u> </u> square foot (footprint/1st floor) <u> </u> square foot (2nd floor) residence to <u> </u> # feet to satisfy the local BFE/ABFE of <u> </u> # feet elevation.	Total Base Cost <u> </u>
Manufactured Home Elevation	
Raise, shore and align the above named <u> </u> square foot (footprint/1st floor) <u> </u> square foot (2nd floor) residence to <u> </u> # feet to satisfy the local BFE/ABFE of <u> </u> # feet elevation.	Total Base Cost <u> </u>
BASE COSTS:	
BASE COSTS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Push all piles to support existing slab under residence to the point of refusal
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Raise, Shore and Align structure
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Continuous concrete spread footing, steel reinforced
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A CMU block wall with stucco including vents and access panel (Slab and Slab Separations only)
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Site prep and cleanup
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Landings and stairs for all entrances
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Disconnect and reconnect sewer
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Disconnect and reconnect water
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Disconnect and reconnect electrical
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Breakaway all necessary walks and drives and repair of same damaged during elevation
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Install turnbuckle tie downs to stabilize against uplift and lateral movement
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Provide all necessary permits
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Engineer Drawings
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Elevation Certificate(s)
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Soil Stabilization
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Certificate of Occupancy or Completion	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Riggers Insurance	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A Warranty	

Attachment D
 OCD-DRU Hazard Mitigation Grant Program
 Scope of Work for Elevation Quote Breakdown

OTHER COSTS	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A	N/A Surety Bonds
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A	N/A Disconnect and reconnect gas
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A	N/A Disconnect, raise and reconnect air conditioning unit(s)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N <input type="checkbox"/> N/A	N/A Masonry landing and stair at front entrance
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Insulation under foundation for open foundation (pier and beam & slab separation only)
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Enclosed perimeter walls for open foundation (Pier & Beam)
A: Linear Feet of Perimeter Wall Enclosed with CMU (Stucco finish) [] LF	
B: Linear Feet of Perimeter Wall Enclosed with Lattice Work [] LF	
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Concrete under house for Pier Stabilization for structures over 8 feet (per engineer)
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Sloped Driveway (Slab Elevation Only) [] SF
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Concrete Paving for parking space lost from elevating garage - no sloped driveway (Slab Only) [] SF
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Safety Railing
A: Iron Ornamental Railing [] LF	
B: Tube Steel or Tube Aluminum Railings [] LF	
C: Wood Railing [] LF	
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Raise carport that is under the contiguous roof line, where slab is not elevated (No Manufactured) [] SF
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Raise awnings (aluminum or other material) [] SF
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Remove brick veneer (Open Foundation and Slab Separation Only) [] SF
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Replace brick veneer with new material (Open Foundation and Slab Separation Only)
A: Brick [] SF	
B: Hardiplank Siding [] SF	
C: Vinyl Siding [] SF	
D: Stucco [] SF	
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Termite Treatment [] SF
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Elevate existing deck/patio [] SF
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Handicap ramp
<input type="checkbox"/> Yes <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A	N/A Handicap personnel lift (Note: Should be treated as an Additional Cost where a detailed breakout of costs, inclusive of lift subcontractor pricing, are needed)
Total Other Costs []	
ADDITIONAL COSTS	
Additional Costs Any additional items listed below must be provided on an attached sheet with justification and detailed cost breakdown.	
Total Additional Cost []	
TOTAL ELEVATION COST	
Total Elevation Cost \$100,000.00	

Notes:

- All Unexpected Item/Change orders/Additional Costs must be approved by OCD and GOHSEP before work is done.
- Contractor agrees to remove all trash and rubbish caused by its work and is hereby permitted to salvage any materials for its own use.
- Contractor agrees to comply with the OCD-DRU HMGP program requirements, including the requirement that Slab on Grade and Open Foundation Elevations shall be completed within six (6) months from the date on which OCD-DRU HMGP program funds are first issued to the Homeowner.
- In order to meet this timeline, the structure should be elevated on pilings or piers at the required elevation within three (3) months from the date on which OCD-DRU HMGP program funds are first issued to the Homeowner/Applicant.
- Slab Separation Elevations shall be completed within nine (9) months from the date on which OCD-DRU HMGP program funds are first issued to the Homeowner.
- Contractor confirms to be properly licensed by the LSBC for the work they are performing as described in the HMGP Elevation Construction Rider.
- Contractor agrees to provide all insurance required by the program including; general liability either through endorsement deleting any exclusion of damage to property in the care, custody or control of the Contractor or its subcontractors, or through the addition of a Riggers' Liability Extension Endorsement or similar endorsement; worker compensation; builders risk; and motor vehicle are included in this estimate as described in the HMGP Elevation Construction Rider. Copies will be provided upon request.
- Contractor agrees to the indemnification statement in the HMGP Elevation Construction Rider.
- Contractor agrees to provide performance and payment bond as described in the HMGP Elevation Construction Rider, or participate in the Alternative Bonding Option.
- Contractor agrees to provide warranties as described in the HMGP Elevation Construction Rider.
- Contractor agrees to the additional terms and conditions as described in the HMGP Elevation Construction Rider.
- Contractors are responsible to ensure that all subcontractors are licensed and insured in accordance with State/local requirements.
- A copy of the license and certificate of insurance, list of insured, and the insurance policy (to include the declarations page) must be provided to OCD-DRU HMGP prior to OCD-DRU HMGP issuing funds to the homeowner. The coverage must compensate for any damage to the structure caused by the contractor and/or its subcontractors, to include dropping the structure during the elevation process.

 Owner (Signature)	<u>28, FEB. 13</u> Date
<u>IRMA NORSEY</u> Owner (Print Name)	
 Contractor Representative (Signature)	<u>FEB 13 28</u> Date
<u>CHRIS WENZ</u> Contractor Representative (Print Name)	
 Contractor Liaison (Signature)	<u>4/8/13</u> Date
<u>Dawn Koussel</u> Contractor Liaison (Print Name)	

Contractors Louisiana State Commercial License Number- 18185
 Contractors Louisiana State Residential License Number- _____

Please provide the company name and Louisiana State Commercial License number of the contractor to perform the physical raising, leveling and shoring of the house.

Roubion Construction 18185
 Elevation Contractor Company Name Commercial License Number

OCD-DRU-HMGP's acceptance of this estimate should not be considered approval that all costs are reasonable and/or eligible. Property requires initial inspection before work may proceed.



State of Louisiana

HAZARD MITIGATION GRANT PROGRAM

P.O. Box 5098 • BATON ROUGE, LA 70821-5098 • TOLL FREE (877) 824-8312 • FAX 225-330-0846 •
hazardmitigation@mitigatela.org

FILED
2015 JAN 28 10 51 AM
CIVIL DISTRICT COURT

5/1/2013

Roubion Construction Co Inc
824 Dakin Street
Jefferson, LA 70121

Project Type: Elevation

Subject: OCD-DRU HMGP Notice to Proceed

Dear Roubion Construction Co Inc:

OCD-DRU-HMGP has issued an initial payment for the elevation project located at 10900 KINNEIL ROAD. We hereby issue this Notice to Proceed so that the elevation project may begin.

Please be aware that your project must begin within twelve (12) calendar days from the date of this letter. **HMGP field observation staff will be visiting this project to ensure site prep work has begun in twelve days.**

Sincerely,

Hazard Mitigation Grant Program
Office of Community Development

OCD-DRU HMGP is a federally-funded program. Providing false or misleading information in an attempt to fraudulently obtain HMGP funds is a federal violation and will be prosecuted to the full extent of the law. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and wilfully making false or fraudulent statements to any department of the United States Government. Because the HMGP is a federally funded program, applicants to the HMGP program are subject to Title 18, Section 1001 of the U.S. Code.

The Office of Community Development Disaster Recovery Unit does not discriminate on the basis of race, color, national origin, sex, age, religion or disability, and provides, upon request, reasonable accommodation, including auxiliary aids and services, to afford an individual with a disability an equal opportunity to participate in all services, programs and activities. Any persons requiring special needs assistance should contact a Call Center Specialist, at (877) 824-8312 at least five business days prior to any scheduled meeting. The TDD number for the hearing impaired is 1-800-846-5277. Additional information regarding the use of the Louisiana Relay service can be found at the following link: http://www.hamiltonrelay.com/states/la_howto.htm

AN EQUAL OPPORTUNITY EMPLOYER



FILED

2015 JAN 28 10 3:41

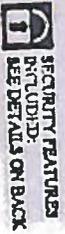
CIVIL DISTRICT COURT



DIVISION OF ADMINISTRATION OF FSS
P.O. BOX 84085
BATON ROUGE LA 70804

PAY TO THE ORDER OF
IRMA DORSEY
AND ROUBION CONSTRUCTION CO INC
10900 KINNELL ROAD
NEW ORLEANS LA 70127

Eighty Thousand And 00/100 Dollars



JPMorgan Chase Bank, Baton Rouge, LA

001528
05101328

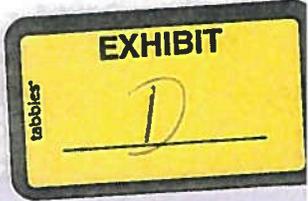
93639378410

CHECK NUMBER: 014575
May 1, 2013

84-13
654

AMOUNT
\$80,000.00

Kristy H. Nickle
Authorized Signatures



La Koshia Roberts

From: Ms. Irma Dorsey <i.dorsey5491@yahoo.com>
Sent: Thursday, January 08, 2015 2:41 AM
To: dgoldstein@nola.gov; cecollins@nola.gov
Cc: Ms. Irma Dorsey; LaToya Cantrell; James A. Gray; Marilyn B. Wood; enix.smith@mail.house.gov; rbl@mollereflanagan.com; La Koshia Roberts
Subject: Kinneil Rd City of NOLA Property Inspection Scheduled 1-9-2015

To Whom It May Concern:

It has come to my attention that there will be several people showing up at my home this Friday (1/9/2015) at 10am to see how best to rectify the issues that caused me to be abandoned and left in a decrepit state.

Some of the known persons said to be here are Building Chief Inspector, Debra Goldstein, Electrical Inspector, Nah Do, HMGP Director, Craig Taffaro, HMGP Employee, Julius Scott, Roubion Construction, Inc. and the approving 3rd Party IECI Electrical Inspector.

I'm unsure as to who organized this gathering, but as I understand it, the City's inspection is independent of what gets decided between the Applicant (Home Owner) and Program Parties (HMGP and Roubion Construction, Inc.).

Before we get ahead of ourselves, there are a few important notes that need to be made.

First, there is an active lawsuit going on between Roubion Construction, Inc, and myself. My signed contract with Roubion ties into the contract I signed with HMGP. **Second**, I have already had several conversations with HMGP and Roubion to no avail.

Now, being made aware of this if you haven't already known, I wish to say the following:

I have been abandoned and threatened by both Program Parties for well over a year and consider both to be adverse parties who are not morally sincere or have my best interest in mind, period. Based on what has transpired throughout this project, I have no trust in what either of these two parties are trying to "rectify". If either party had a righteous intent to resolve matters in the most ethical sense, it would have been done by now. I see their efforts to "fix this" as a ruse to cover up real mistakes that were made by both parties (HMGP and Roubion Construction, Inc.).

It comes down to this, I cannot trust Roubion Construction, Inc. to fix or correct anything. My court pleadings have already stated such. I anticipate Friday's inspections to reveal several code violations and to declare the site inhabitable.

Apart from that, if HMGP wants to do the right thing, they need to locate another General Contractor who will properly submit engineer drawings for every stage of the project, who will submit permits for every stage of the project, and who will complete the work in a workmanlike manner while my son and I are housed in a trailer in front of my property. Either that, or give us the 3PL assessed value of \$68,594.37 needed to complete the project + the unspent \$20,000.00 and allow me to find my own General Contractor, pay for my own engineer plans, pay for my own permits, and finish my home myself according to FEMA, IRC/ICC, and local municipal codes which would include waiving all previous party agreements with the program while my son and I are housed in a trailer in front of my property.



As stated earlier, the City does not need the presence of HMGP or Roubion to make a decision on what they deem to be correct or incorrect. In addition to that, because of the suit, it would be inappropriate for either program parties (HMGP/Roubion) to be on site...for starters, it may look to some as if they're coming to influence or intimidate the outcome or even me and my son; nevertheless, **both HMGP and Roubion Construction, Inc. will not be allowed to step onto my property.**

Any uninvited guest or trespassers will be arrested. If this sounds a bit stern, well, perhaps it's due to my house not having any gas to heat my home and my senior citizen bones not being able to stay warm like they use to. Did I mention that this morning is suppose to be the coldest night/morning of the year? If I and others would have known that General Contractors were going to cut-corners to make a 30 to 50 percent profit off each Applicant and then have the program turn a blind-eye, we would have never applied.

Respectfully,
Irma Dorsey

Office of Community Development Disaster Recovery Unit (OCD-DRU) HAZARD MITIGATION GRANT PROGRAM (HMGP)

VOLUNTARY PARTICIPATION AGREEMENT (VPA)

Complete and return this form by mail to:

OCD-DRU HMGP
P. O. Box 5098
Baton Rouge, LA 70821-5098

2015 JAN 20

CIVIL DISTRICT COURT

SECTION 1: MITIGATION ELECTION (check one)

I/We am/are NOT interested in participating in the OCD-DRU Hazard Mitigation Grant Program (HMGP).

I/We have sold the home that was damaged during the storm and therefore will not be eligible to participate in the program.

IF YOU CHECKED EITHER OF THE ABOVE: SIGN BELOW AND RETURN THIS FORM, OTHERWISE CONTINUE.

IRMA DORSEY

Applicant or Co-Applicant NAME

Applicant or Co-Applicant SIGNATURE

17, JULY 11

Date

Applicant or Co-Applicant NAME

Applicant or Co-Applicant SIGNATURE

Date

Home Phone: () 504-338-9568

Cell Phone: () 504-338-9568

Are you signing as an agent with Power of Attorney (POA) for an applicant? YES NO If signing as agent with Power of Attorney:

Agent NAME (person with POA)

Agent SIGNATURE

Date

I/WE AM/ARE INTERESTED IN RECEIVING AN OCD-DRU HMGP AWARD. IF YOU CHECK THIS BOX, YOU NEED TO MEET ALL CRITERIA IN SECTION 2.

SECTION 2: I AM INTERESTED IN PARTICIPATING IN THE FOLLOWING PROGRAM (S):

Pilot Reconstruction

Elevation

Individual Mitigation Measures (IMM)

SECTION 3: PROGRAM ELIGIBILITY

1. The status of mitigation work to my home is: (Select the one answer that most closely fits your situation)

- As of March 16, 2008, I had completed my mitigation activity of my home to meet the latest elevation standards in my community.
- As of March 16, 2008, I had started—but not completed—the mitigation activity of my home to meet the latest elevation standards in my community.
- I expect to start my mitigation activity in 0-3 Months; 4-6 Months; 7-9 Months; 10-12 Months

2. My home was initially constructed: (mark all that apply)

- Equal to or greater than 50 years ago
- Less than 50 years ago
- My damaged home from the time of the storm has been demolished or cleared.
- Don't know

For official use only.

06HH106437

IRMA DORSEY
VPA



VPA 05_18_2010



This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

A homeowner must meet ALL of the following criteria to be considered for the OCD-DRU HMGP Award:

- a. Applicant is eligible for Road Home Program benefits as part of the Homeowner Assistance Program.
- b. Homeowner selected *Road Home* Option 1 – "Keep Our Home."
(NOTE: Even if a homeowner received a zero award letter from Road Home, that homeowner may still be eligible for money through the OCD-DRU HMGP.)
- c. Homeowner still owns the home that was eligible for *Road Home* benefits or has acquired the home along with an assignment of Road Home rights. (NOTE: Assignment of Rights is only applicable to Elevation or IMM activities.)
- d. The structure is located in a FEMA designated ABFE area or the mitigation activity is deemed cost beneficial according to FEMA guidelines.
- e. Homeowner agrees to comply with all HMGP guidelines as set forth by FEMA, GOHSEP and OCD.

SECTION 4: VPA STATEMENT OF COMPLIANCE

This Agreement of Voluntary Participation is made on 07/08/2011 (date). I/We am/are the owner of the following property, eligible for Road Home assistance and damaged by Hurricane Katrina and/or Rita at the following municipal address:

10900 KINNEIL ROAD NEW ORLEANS Orleans 70127 (the "Property").
 Street City Parish ZIP

I/We currently plan to participate in the OCD-DRU HMGP Program. I/We understand the following concerning participation in OCD-DRU HMGP Program:

- The program is voluntary in nature;
- I/We are under no obligation to participate;
- I/We may drop out of the program at any time before receiving an award;
- The program reimburses cost of mitigation measures, homeowner must complete measures in accordance with program guidelines and request reimbursement from OCD-DRU's HMGP;
- Due to limited funding, IMM will be serviced on a "first come, first serve" basis until all funding is exhausted.

I/We understand that before cost will be reimbursed that an OCD-DRU HMGP Covenant must be signed, which requires the property owner to obtain and maintain flood insurance. The OCD-DRU HMGP will be recorded with Conveyance Records in the parish where the property is located.

I/We understand that property inspections are required for processing through the OCD-DRU HMGP and grant the program permission to take the necessary photos of my structure.

For Pilot Reconstruction Projects:

- Property owner has been notified that the following policy, listed in the June 2006 Pilot Reconstruction Guidance Section 2.3.7, has been **rescinded** by FEMA effective December 11, 2009: "Pilot Reconstruction activities must result only in an approximation of the original square footage of the structure, and that the square footage of the resulting structure shall be no more than 10 percent greater than that of the original structure."
- Property owner has been notified that the maximum award amount is \$100,000, less duplication of benefits.
- Property owner confirms that the information described in the preceding paragraphs has been explained and the information is understood.

IRMA DORSEY
Applicant or Co-Applicant NAME

[Signature]
Applicant or Co-Applicant SIGNATURE

17, JULY 11
Date

Applicant or Co-Applicant NAME

Applicant or Co-Applicant SIGNATURE

Date

Are you signing as an agent with Power of Attorney (POA) for an applicant? YES NO If signing as agent with Power of Attorney:

Agent NAME (person with POA)

Agent SIGNATURE

Date

For official use only.

06HH106437

IRMA DORSEY
VPA



VPA 05_18_2010

THE STATE OF LOUISIANA
OFFICE OF COMMUNITY DEVELOPMENT
DISASTER RECOVERY UNIT
HAZARD MITIGATION GRANT PROGRAM
RECONSTRUCTION/ELEVATION/INDIVIDUAL MITIGATION MEASURES
**DECLARATION OF COVENANTS RUNNING WITH THE LAND
HURRICANE KATRINA/HURRICANE RITA**

BE IT KNOWN that on this 4th day of March, 2013, ("Effective Date"), before me the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

Irma Dorsey
Print Homeowner(s) Name(s)

See Exhibit "A" attached hereto and made a part hereof who declared as follows:

RECITALS

THIS DECLARATION OF COVENANTS RUNNING WITH THE LAND ("Covenants") is made by the undersigned homeowner(s) further described on Exhibit "A", all future owners of the Property, and their successors, heirs and assigns, and all other persons and parties claiming by, through or under the present and future owners, their successors and assigns (collectively, the Owner).

The Owner (through an assignment of rights or through inheritance) is the owner of the immovable property described on Exhibit "B" (the "Property") attached hereto. The residence located on the Property was damaged or destroyed by either Hurricane Katrina in August 2005 or Hurricane Rita in September 2005 (the "Hurricanes"). The Owner has been awarded a Hazard Mitigation Grant ("HMGP Grant") from the United States of America under the Department of Homeland Security Federal Emergency Management Agency ("FEMA") Hazard Mitigation Program ("HMGP" (HMGP Program)), under a Grant agreement executed by the Owner. The HMGP Program is being administered by the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, Hazard Mitigation Grant Program ("OCD-DRU"). The HMGP Grant is subject to all federal statutes and regulations governing the HMGP Program, and nothing herein or in the Grant agreement can alter my/our obligation to comply with those statutes and regulations and that I/we cannot receive a grant that is not in compliance with those statutes and regulations. I/we agree that neither the United States of America, the State of Louisiana nor either of their agencies or political subdivisions shall be liable for the enforcement of those statutes and regulations or acts taken in the administration of the HMGP Program.

AGREEMENTS

NOW, THEREFORE, for and in consideration of receipt of all HMGP Grant proceeds in order to mitigate future damage from hurricanes and similar natural disasters, Owner hereby makes the following Covenants and Agreements with respect to the Property, which Covenants and agreements shall constitute covenants and restrictions running with and encumbering the Property. Owner agrees that Owner will be or become, as applicable, fully compliant with all covenant requirements within the time periods specified below.

OWNER AGREES THAT SECTION 4 – COVENANT AS TO FLOOD INSURANCE SHALL BE IN PERPETUITY.

These Covenants shall begin to run with the Property from and after the Effective Date.

1. **Certification of Ownership of Structure and Land:** The undersigned Owner(s) under oath hereby certifies/affirms that he/she/they own both the immovable property and all improvements located thereon at the aforementioned property address. The affiant(s) acknowledge that he/she/they may be prosecuted by Federal, State and/or local authorities in the event he/she/they makes or files false and/or misleading statements or documents. Additionally, in the event the mitigation measure undertaken is that of Pilot Reconstruction/Elevation/Individual Mitigation Measures, the undersigned ("Owner(s)") certify/affirm that he/she/they owned the property at the time of the event (i.e., Hurricane Katrina declaration date of August 29, 2005 or Hurricane Rita declaration date of September 24, 2005) for which funding is authorized or he/she/they gained title as a result of succession/assignment due to the death or incapacity of the property owner.
2. **Covenant to complete Reconstruction/Elevation/Individual Mitigation Measures and Re-Occupy Property:** The Owner(s) hereby represents and agrees to execute and complete the mitigation activities funded under this agreement in a timely fashion sufficient to satisfy the requirement that the owner re-occupy the property as his/her/their primary residence within twelve (12) months from the effective date of this Declaration of Covenants. An extension of the period for compliance with this provision may be granted by OCD-DRU to Owner upon request by Owner to extend the compliance period based on good cause and circumstances beyond Owner's control that precluded compliance with the provisions of this



section. OCD-DRU may on its own, upon evidence of reasonable efforts made by Owner to occupy the property, grant an extension of a period not to exceed twelve (12) months to comply with this provision. Evidence of such extensions must be in writing, signed by OCD and Owner, and filed into the conveyance of records in which these Covenants were filed.

Duties Accessory to Primary Covenants: In order to comply with the covenants set forth in Sections 1 and 2 above ("**Primary Covenants**"), and as duties accessory and incidental to the Primary Covenant set forth in Section 2 above, Owner covenants and agrees as follows:

3. **Covenant as to Compliance with Building Codes, Elevation Standards, Building Permits, Contractors Licensure Law, Obtaining Lien Waivers and Clearing Liens, Obtaining Construction Performance Payment Bonds and Prohibition against Contractor Incentives:** The Owner(s) agrees that:

- a. All mitigation measures (e.g., Reconstruction, Elevation or flood-related Individual Mitigation Measures (IMMs)) funded through the HMGP Grant provided through this Covenant shall be in conformance with State of Louisiana and Local Parish Mitigation Plans, as provided by 44 CFR, Part 201. Property elevation shall meet or exceed the Base Flood elevation (BFE) or Advisory Base Flood Elevation (ABFE), whichever is higher, and set forth by FEMA. The owner agrees to comply at minimum with the FEMA Digital Flood Insurance Map (DFIRM) elevation requirement in the event it is the applicable requirement for the local jurisdiction in which the property resides. The Owner(s) shall provide a copy of the Final Elevation Certificate for the Property issued by the applicable governing authority. The elevation certificate must be completed by an authorized engineer, architect, land surveyor or community official on the basis of the Flood Insurance Rate Map (FIRM) at the time of certification. Any additional mitigation repairs or replacements to any dwelling on the Property shall conform to the minimum standards set forth by the 2003 International Residential Building Code, as modified, amended, or replaced from time to time.
- b. **Louisiana Contractor Licensing Law:** Owner(s) shall be responsible for ensuring compliance with both Louisiana Contractor Licensing Law and the Louisiana Home Improvement Registration Act for mitigation work performed on his/her/their property. In addition, all mitigation work must comply and adhere to more stringent local requirements, building codes, permitting, ordinances, standards, etc., where applicable

Owner(s) can obtain a copy of these documents at the following websites:

Louisiana Contractor Licensing Law
http://www.lslbc.louisiana.gov/pdf_files/865555_ConLawTxt.pdf

Louisiana Home Improvement Registration Act
http://www.legis.state.us/leg_docs/03RS.CVT4/OUT/0000KTIZ.PDF

Contractors shall secure all required building permits from the local governmental authority prior to commencement of reconstruction, elevation or individual mitigation measures, where applicable. The Owner(s) will provide OCD with copies of applicable Building Permits or other municipality documents as requested by OCD. A homeowner or builder affidavit shall not serve as a substitute or exemption from the licensing requirement of the builder.

The Owner(s) also hereby acknowledge and agree(s) to comply with the document submittal requirements and program guidelines as set forth by the OCD-DRU, Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), and FEMA.

- c. **Prohibition Against Receiving Incentives from Contractors:** As a recipient of federal funds received from the Hazard Mitigation Grant Program and administered by the Office of Community Development/Disaster Recovery Unit, I/we and any family member are prohibited from receiving anything of monetary value from the contractor (or anyone affiliated with the contractor). I/we select to perform the statement of work described in the grant document. This prohibition includes but is not limited to receiving any incentive, promotion, rebates, refunds, reduction of amounts due to the contractor, forgiveness of debt to the contractor in whole or in part, or work performed by the Contractor free of charge or at a discounted rate. I hereby certify that to date I have not received or been promised anything of monetary value in violation of this prohibition. I/we understand that past, present or future violation of this prohibition will result in the entire grant being ineligible and that I/we shall be obligated to repay all monies previously paid under my grant.
- d. **Fraud in Connection with Major Disaster or Emergency Benefits:** I will not violate Title 18, Section 1040 of the United States Code which states that whoever, knowingly falsifies, conceals, or covers up by any trick, scheme, or device any material fact; or makes any false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or representation, in any matter involving any benefit authorized, transported, transmitted,

transferred, disbursed, or paid in connection with a major disaster declaration under section 401 of the Robert T Stafford Disaster Relief and Emergency Assistance Act (42 USC 5191). The term benefit means any record, voucher, payment, money or thing of value, good, service, right, or privilege provided by the United States, a State or local government, or other entity.

- e. **Waiver and Release of Mechanics and Materials Liens.** Owner shall not suffer or permit any mechanics or materialman's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Owner shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on the furnishing to Lender such security or indemnity as it may require. Additionally, Owner shall obtain from Contractors and Sub-Contractors waiver or release of liens upon payment for work completed.

4. **Covenant as to Flood Insurance for HMGP Reconstruction/Elevation/Individual Mitigation Activities:**

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 United States Code (U.S.C.) §5170c, the Property Owner accepts the following conditions which shall encumber the property in perpetuity.

Covenant in Perpetuity: "Covenant as to Flood Insurance for HMGP Reconstruction/Elevation/Individual Mitigation Measures" listed herein shall run with the Property in perpetuity, or alternatively, for the maximum permitted by law. The OCD-DRU will not provide a release of this Covenant:

- a. The Owner shall insure all structures on the Property, that will not be demolished or relocated out of the Special Flood Hazard Area (SFHA), under a Flood Insurance policy, in an amount equivalent to the lesser of the project cost or to the maximum limit of coverage available for the Property, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.* as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.
- b. The Owner will maintain all structures on the Property in accordance with the flood plain management criteria set forth in Title 44 of Federal Regulations (C.F.R.) Part 60.3 and City/County/Parish Ordinance. These criteria include, but are not limited to, the following measures:
- i. Enclosed areas below the Base Flood Elevation (BFE) will only be used for parking of vehicles, limited storage, or access to the structure;
 - ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
 - iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
 - iv. All enclosed areas below Base Flood Elevation in identified A Zones must be equipped with vents permitting the automatic entry and exit of flood water.

In addition to the criteria above, enclosed areas below the Base Flood Elevation in identified V Zones, areas subject to 1.5 foot breaking waves and A Zones must be constructed with non-supporting breakaway walls. Your local Floodplain Manager will have a list of these criteria.

- c. **Notice to Subsequent Transferees:** To provide notice of these conditions to subsequent purchasers, the property Owner agrees to include in the deed of conveyance to be recorded with the parish or appropriate jurisdiction's land records a notice that includes the name of the current Property Owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County/Parish Ordinance. In addition to the criteria above enclosed areas below the Base Flood

Elevation in identified V Zones, or areas within the limit of 1.5 foot breaking wave inundations and must be constructed with non-supporting breakaway walls."

- d. Failure to abide by the above notice provisions required in any subsequent conveyance instrument to subsequent purchaser of the Property ("transferee(s)") may prohibit the Owner(s) and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the owner transferring the Property ("Transferor") may be liable to repay such amounts.
- e. The Transferor(s) may be liable if he or she fails to notify transferee of this requirement. In the event of the transfer of the Property, the Owner(s)/transferor(s) shall, not later than the date on which such transfer occurs, notify the transferee in writing of the requirements to: (i) obtain Flood Insurance in accordance with applicable federal law, if the Property is not insured as of the date on which the Property is transferred; and (ii) main Flood Insurance in accordance with applicable federal law. Such written notification shall be contained in documents evidencing the transfer of ownership of the Property. If the transferor fails to provide notice as described above, and subsequent to the transfer of the Property: (1) the transferee fails to obtain or maintain Flood Insurance, in accordance with federal law and this Agreement; and (2) the Property is damaged by a flood disaster; and (3) federal disaster relief assistance is provided for the repair, replacement, or restoration of the Property, as a result of such damage, then the transferor must reimburse the federal government in an amount equal to the amount of the federal disaster relief assistance provided with respect to the Property.

5. Environmental Review Requirements/Compliance with Environmental Laws and Regulations

If it cannot be documented that mitigation started after the event declaration date (i.e., Hurricane Katrina declaration date of August 29, 2005 or Hurricane Rita declaration of September 24, 2005) and prior to March 16, 2008, in conjunction with any construction, elevation and/or individual mitigation measures, improvements, or repairs on the Property, an environmental report providing an assessment of such construction/elevation in accordance with NEPA requirements, must be completed on the Property before Owner commences any mitigation work. Payment of the HMGP Grant by OCD-DRU is expressly contingent on the satisfactory completion of such report. The OCD-DRU HMGP shall not be responsible for funding of remediation or other steps should there be an event of discovery of any environmental clearance issue.

The Owner(s) and hired contractor (s) shall follow and comply with Federal, State, and Local Laws and requirements set by NEPA and NHPA during execution of mitigation activities and construction/elevation of the dwelling on the property. The Owner(s) or its contractor and any subcontractor shall immediately cease construction and further ground disturbing activities should any elements of historical artifact be discovered, and notify the local jurisdictional authority and OCD-DRU HMGP. FEMA shall conduct a Special Considerations Review prior to the Owner(s) recommencing construction/elevation and/or individual mitigation activities.

6. Compliance: The Grant proceeds will be disbursed to the Owner in accordance with the terms of the Voluntary Participation Agreement (VPA) and Grant Agreement (if applicable) between the Owner(s) and the OCD-DRU's Hazard Mitigation Grant Program. Evidence acceptable to OCD-DRU shall include without limitation the following:

Signed Voluntary Participation Agreement (VPA)
Signed and Notarized OCD-DRU HMGP Covenant
Building Permit(s)
Square Footage Documentation (Original Structure and New Structure), (if applicable)
Power of Attorney documentation (if applicable)
Construction contract (if applicable)
Paid invoices, receipts, cancelled checks, and/or notarized homeowner affidavit documenting work
Substantial Damage document or applicable documentation that shows original structure could not withstand an Elevation
Insurance and ICC payouts
Inspection Photos
Property owner grants authority to HMGP inspectors to access the property/home to verify the completion of the work.

Final Elevation Certificate
Building Plans, if applicable
Proof of Flood Insurance (Amount must be compliant with NFIP standards)
Certificate of Occupancy or Statement from local building inspection official that the elevation was completed to code (Note: Cos are mandatory for Reconstructions)
Work in Progress (WIP) documentation (if applicable)
Alternative Payment Option (APO) documentation, if applicable

7. **Covenants Running with the Property:** These Covenants shall constitute covenants running with the Property and shall be binding upon the Owner(s), and are intended to create negative predial servitudes, predial servitudes, and restrictions on alienation. To the extent any obligation(s) set forth in the Covenants is (are) construed by a court of competent jurisdiction not to be a negative predial servitude or predial servitude, such provision(s) shall not be severed from these Covenants but shall constitute a personal servitude(s) of and enforceable against the Owner(s) and his assignees, and remaining obligations shall be enforced as negative predial servitudes or predial servitudes.
8. **Enforcement of Covenants:** These Covenants shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America, and Owner(s) hereby agree(s) that the State of Louisiana or the United States of America may demand repayment of Grant proceeds or compel specific performance by the Owner(s) or claim injunctive relief against the Owner(s) for violation of these Covenants, without posting bond and without the need for demonstrating irreparable harm.
9. **Default Provisions:** If Owner violates the covenants contained in Sections 1 through 6 ("Defaulting Owner"), and such violation is not cured within 30 days, the entire amount of the Grant shall become due and payable, without notice or demand, by the Defaulting Owner to OCD immediately upon expiration of the 30-day cure period. The obligation to the Defaulting Owner to pay any amounts owed as a result of a breach of these Covenants by the Defaulting Owner shall not create any privilege, lien, or encumbrance on the Property. Any judgment obtained against the Defaulting Owner for a breach of the Covenants and recorded in the mortgage records where the Property is located, shall act as a judicial mortgage against the Property from and after the date of recordation.
10. **Acknowledgement of Terms and Conditions:** Owner(s) asserts, certifies and reaffirms that all information on the application, covenant rider, documentation for reimbursement provided (e.g., receipts, invoices, bank statements, canceled checks, self certification affidavits, etc) are true to the best of his/her/their knowledge. Owner(s) acknowledges that said documents provided to OCD-DRU HMGP are used to make a determination of eligibility for the HMGP Grant Award. Owner(s) certifies that all expenses claimed in connection with the owner(s)' reconstruction/elevation/individual mitigation measures application for grant proceeds were a direct result of the declared disaster(s) and for the owner(s) mitigated structure; and that the owner(s) have disclosed to OCD-DRU HMGP all insurance proceeds and other funds received from governmental agencies that classify as a duplication of benefits as compensation for damages and intended mitigation measure (e.g. elevation or reconstruction) as a result of the declared disaster. Owner(s) acknowledge that they may be prosecuted by Federal, State and/or local authorities or be asked to repay Grant proceeds in the event that owner(s) make or file false, misleading and/or incomplete statements and/or forge documents and/or supply fraudulent documents to the program in order to receive HMGP Grant disbursements. Owner(s) acknowledges notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.
11. **Severability/Construction:** These Covenants shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of these Covenants found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other Covenants contained herein. These Covenants, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the Essence. These Covenants are not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein.

These Covenants shall be recorded in the conveyance records of the Registrar of Conveyances for the applicable Parish, Louisiana, or in the conveyance records of the Office of any Clerk of Court or Recorder for any other Parish in which the Property is located.

STATE OF LOUISIANA

PARISH OF Ouiana

THUS DONE AND SIGNED on the 4th day of

March 20 13, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

WITNESSES:

[Signature]
Witness Signature
Gradya Stevenson
Print Name:

OWNER:

[Signature]
Homeowner Signature
TRINA DORSEY
Print Name:

[Signature]
Witness Signature
Jeanette Callahan
Print Name:

Homeowner Signature

Casie Down Print Name: Jeanette Callahan Print Name: _____

Notary Public

[Signature]
CYNTHIA H. PERÉ

Print Name: # 81942

Notary No./Bar Roll No. NOTARY PUBLIC

My Commission Expires: JEFFERSON PARISH

COMMISSION EXPIRES

WTT. LIFE

STATE OF LOUISIANA

PARISH OF Ouiana

THUS DONE AND SIGNED by OCD or its designee on the 4th

day of March 20 13 in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

WITNESSES:

[Signature]
Witness Signature

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT

Print Name: Angela Lyons

By: [Signature]
Sign Name:

Witness Signature: Jeanette Callahan

Name: Gradya Stevenson
Print Name:

Print Name: Jeanette Callahan

Title: Mortgage Help Teamlead

Notary Public

[Signature]
CYNTHIA H. PERÉ

Print Name: # 81942

Notary No./Bar Roll No. NOTARY PUBLIC

My Commission Expires: JEFFERSON PARISH

COMMISSION EXPIRES

WTT. LIFE

EXHIBIT "A"

Owner Information

Road Home File No.: 06HH106437

Owner(s): IRMA DORSEY

Domicile Address: 10900 KINNEIL ROAD
NEW ORLEANS, Louisiana 70127

Parish: ORLEANS

OCD-DRU HMGP Information

OCD-DRU HMGP:

State of Louisiana
Division of Administration
Office of Community Development
Disaster Recovery Unit
Hazard Mitigation Grant Program
PO Box 5098
Baton Rouge, LA 70821-5098

OCD-DRU HMGP Covenant
06/14/11 Revision 1

Road Home ID#

06HH106437

Page 7 of 8

EXHIBIT "B"

Immovable Property Description

Property Owner IRMA DORSEY
Street Address 10900 KINNEIL ROAD
City, State Zip Code NEW ORLEANS, Louisiana 70127

Deed dated _____ Recorded _____
Tax map _____, Block _____, Parcel _____
Base Flood Elevation at the site is ABFE EL -4 OR 3 FT ABOVE HEAG feet (NGVD)
Map Panel Number 2252030105E, Effective Date 3/1/1984

Legal Description of Property

Please provide the written legal property description in the box below

SQ NO C BARRINGTON SUB

LOT 10 KINNEIL RD 60X102 SGLE BR

FR 10 RM A R DBLE GARAGE



State of Louisiana
HAZARD MITIGATION GRANT PROGRAM

P.O. Box 5098 • BATON ROUGE, LA 70821-5098 • TOLL FREE (877) 824-8312 • FAX 225-330-0846 •
hazardmitigation@mitigatela.org

08/12/2013

IRMA DORSEY
10900 KINNEIL ROAD
NEW ORLEANS, LA 70127
06HH106437 - Elevation Grant

SUBJECT: Initial Request for Action

**Please read this letter carefully.
Your response is required in order to continue your grant process.**

Dear IRMA DORSEY:

Thank you for your participation in the Office of Community Development Disaster Recovery Unit (OCD-DRU) Hazard Mitigation Grant Program (HMGP). A review of your file has identified that there are missing documents, or other actions required by you for OCD-DRU to further process your application. Our office has tried contacting you to offer any assistance you may need in obtaining the missing documents or completing the required actions.

We hope to assist you in ensuring that your home is protected from future damage. However, if you do not respond to this letter, your application will be withdrawn from the program. In order to keep your application from being withdrawn, you must submit the requested documents or complete the required actions by 08/29/2013. To ensure your documents are properly routed, please include your Road Home identification number (listed at the top of this document) on all paperwork.

Please fax the requested information to my attention at (877) 851-9256 or (225) 330-0846. If you do not have access to a fax machine you may return the requested information to the following address:

Hazard Mitigation Grant Program
Attn: Ernestine Jefferson
P.O. Box 5098
Baton Rouge, LA 70821-5098

AN EQUAL OPPORTUNITY EMPLOYER



Your immediate attention to this request is appreciated. If you cannot provide this information or you have any questions please contact e.jefferson.hmgp at 504-284-4081 and direct email queries to ernestine.jefferson@mitigatela.org. Thank you for helping us in our efforts to rebuild Louisiana stronger and safer.

Sincerely,

Ernestine Jefferson
Hazard Mitigation Grant Program
Disaster Recovery Unit

OCD-DRU HMGP is a federally-funded program. Providing false or misleading information in an attempt to fraudulently obtain HMGP funds is a federal violation and will be prosecuted to the full extent of the law. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. Because the HMGP program is a federally funded program, applicants are subject to Title 18, Section 1001 of the U.S. Code.

The Office of Community Development Disaster Recovery Unit does not discriminate on the basis of race, color, national origin, sex, age, religion or disability, and provides, upon request, reasonable accommodation, including auxiliary aids and services, to afford an individual with a disability an equal opportunity to participate in all services, programs and activities. Any persons requiring special needs assistance should contact a Call Center Specialist, at (877) 824-8312 at least five business days prior to any scheduled meeting. The TDD number for the hearing impaired is 1-800-846-5277. Additional information regarding the use of the Louisiana Relay service can be found at the following link: http://www.hamiltonrelay.com/states/la_howto.htm.

AN EQUAL OPPORTUNITY EMPLOYER



State of Louisiana

HAZARD MITIGATION GRANT PROGRAM

P.O. Box 5098 • BATON ROUGE, LA 70821-5098 • TOLL FREE (877) 824-8312 • FAX 225-330-0846 •
hazardmitigation@mitigatela.org

**ATTACHMENT A
OCD-DRU HMGP
MISSING DOCUMENTATION**

Applicant Name: IRMA DORSEY Road Home ID: 06HH106437 Elev

Damaged Property Address: 10900 KINNEIL ROAD, NEW ORLEANS, LA 70127

For each section marked below, please provide the missing documentation marked in the list or comply with the instructions outlined below. If a document is checked in the section, that specific document is needed. The document must show the applicant's or co-applicant's name and the address of the damaged property.

CORE PROGRAM DOCUMENTS

- Voluntary Participation Form
- HMGP Affidavit and Agreement
- Recorded Covenant
- Signed/Notarized Covenant
- Power of Attorney
- Assignment of Rights
- Proof of Ownership at Time of Event
- Current Proof of Ownership

DUPLICATION OF BENEFITS

- Proof of Current ICC Payment
- Proof of Road Home Elevation Incentive Payout
- Disbursement Summary from Official RH Closing Documents

TOTAL PROJECT COST (TPC)

- TPC Payment Verification (Paid Invoices, Receipts, Canceled Checks)
- Copy of Contractor(s) Estimate(s) (showing detailed breakdown of cost)
- Copy of Executed Contract with Contractor(s)

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**ATTACHMENT A
OCD-DRU HMGP
MISSING DOCUMENTATION (Continued)**

Road Home ID: 06HH106437 Elev

PERMITS/PLANS

- Building Permit
- Building Demolition Permit
- Approved Building Plans

OCCUPANCY

- Certificate of Occupancy

ELEVATION CERTIFICATES

- Preliminary Elevation Certificate (original elevation certification before any mitigation)
- Midpoint Elevation Certificate
- Final Elevation Certificate

OTHER DOCUMENTATION or INSTRUCTIONS

- Refusal for allowing contractor to complete project-(Applicant)
- Project has passed all observation milestone inspections by program Engineers
- Project has had a mediation site visit / homeowner, contractor and HMGP representative
- Applicant did not respond to e-mail for confirmation of mediation meeting in []
- Confirmation date was requested from applicant since 8/9/2013 and received []
- Penalties will be applied or total APO funds issued may be asked to be returned []
- No record of power of attorney for son, interacting with contractor with project []
-
-
-
-

AN EQUAL OPPORTUNITY EMPLOYER

Name and Address of Sender

Check type of mail or service: Recorded Delivery (International)
Registered Return Receipt for Merchandise Signature Confirmation Certified
COD Delivery Confirmation Express Mail Insured

Postmark and Date of Receipt Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)

Article Number

Addressee (Name Street City State & ZIP Code)

Postage

Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender # COD

DC Fee

SC Fee

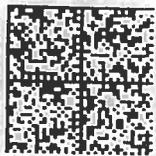
SH Fee

RD Fee

RR Fee

Irma Dorsey
10900 Kinnell Rd
New Orleans LA 70127
106437

HMG
P
#3554



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02 1W
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Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse