



**Arbor Day
Foundation™**

211 N. 12th St.
Lincoln, NE 68508
arborday.org

2025 Truist Hurricane Recovery Grant Program

City of Hendersonville Truist Hurricane Recovery Grant Program

JULY 2, 2025

Awardee Information

AWARDEE	City of Hendersonville, NC
FUNDING PARTNER	Truist Charitable Fund
AWARDEE PRIMARY CONTACT:	Caitlyn Gendusa
AWARDEE ADDRESS:	160 6th Avenue East Hendersonville, NC 28792
PROJECT LOCATION	Hendersonville, NC
PROJECT COMPLETION DATE	December 31, 2025
TOTAL AWARD AMOUNT:	\$35,000

The Arbor Day Foundation (hereafter called ADF), and Truist Charitable Fund have jointly awarded a Truist Hurricane Recovery Grant award to the City of Hendersonville, NC, (hereafter called Awardee). This Award Agreement delineates the terms and conditions of this award.

In order to receive your award, complete this Award Agreement and return to ADF. Payment to Awardee is contingent on ADF receiving a signed Agreement, a completed W-9, proof of insurance, and Awardee's compliance with the terms of this Agreement. Your signature on this Agreement acknowledges your acceptance of all terms included in this Award.

The Arbor Day Foundation is partnering with Truist Charitable Fund to support your project. As a result, it is critical that the Foundation is made aware of any changes to your Project's scope, location, or timing as soon as possible.

1) **AWARDEE OBLIGATIONS.** Awardee will:

- a. Meet the goals and objectives of Awardee's Project in accordance with the Awardee's Truist Hurricane Recovery Grant Project proposal which is attached and incorporated into this Agreement.
- b. Notify ADF of any organizational changes occurring during the term of this award, including, but not limited to, changes in key personnel, address or other contact information, and/or changes in tax classification under the U.S. Internal Revenue Code;



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- c. Adhere to a project timeline, culminating in the completion of the Project on or before December 31, 2025;
- d. Provide regular updates to ADF staff and partners as applicable;
- e. Plant and maintain trees in an amount equal to what is set forth in Awardee's Truist Hurricane Recovery Grant Project proposal;
- f. Obtain all necessary permits and permissions for the Project, including securing long-term space maintenance plans, insurance, and legal land use zoning and permits;
- g. Provide or ensure two years of maintenance and care for trees, to ensure healthy establishment;
- h. Where applicable, promote the project using media in the local area in coordination with ADF and Truist Charitable Fund to recognize Truist Charitable Fund and other applicable partners;
- i. Complete a Final Project Report including impact stories and high-quality photos & video clips no later than six months from the start date or December 31st, 2025, whichever comes first. All reporting, including photos and videos from events, will be completed and uploaded in Submittable-Arbor Day Foundation's online grant portal; and
- j. Maintain records of expenditures of Award funds and make books, records, and personnel available to ADF and its agents as appropriate.

2) MODIFICATION OF PROJECT OR EVENT.

- a. Within five (5) business days of becoming aware of any changes to the Project's scope, location, or timing, including the number of trees to be planted, Awardee must notify the Foundation of the changes. The Awardee will then work collaboratively with the Foundation to determine the need and/or scope for alternative Project plans.

If changes become necessary, they must be requested in advance and receive approval from ADF and Truist Charitable Fund.

- b. Awardee will notify ADF immediately in the event that any of the following occur:
 - i) The Awardee is unable to use any portion of the Award funds for the intended purposes,
 - ii) The Awardee is unable to comply with any of the terms of this Agreement, or
 - iii) Any Award funds are used in a manner inconsistent with the terms of this Agreement.
- c. If Truist Charitable Fund decides to postpone or reschedule the timeline for the award, project and/or Event Date with ADF for any reason, ADF may similarly postpone or reschedule the timeline for such award, project and/or Event Date hereunder with Awardee without liability.

- 3) INSURANCE.** Awardee will maintain general liability insurance from an insurance company acceptable to ADF that is lawfully authorized to issue insurance in the jurisdiction where the Project site is located as will protect Awardee from claims that may arise out of or result from any business conducted by Awardee, any property that Awardee owns, other services that Awardee may provide or any other actions



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of Awardee necessary to complete the Project. This general liability insurance will include products and completed operations coverage, with limits of \$1,000,000 per occurrence. Awardee shall also maintain workers compensation insurance with the statutory limits for the state in which the work is performed as well as employers' liability with policy limits of \$500,000 each accident. Certificates of insurance together with copies of the endorsements naming ADF as an additional insured shall be delivered to ADF prior to Awardee's commencement of the Project and from time to time upon request of ADF. Any such policy maintained by Awardee will provide that it may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to ADF.

4) AWARDEE REPRESENTATIONS. Awardee represents and warrants as follows:

- a. Awardee owns the Project site or has legal authorization to utilize the site for the Project described in the Award application submitted by Awardee.
- b. Awardee is familiar with the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, and other similar laws or regulations in other jurisdictions which otherwise apply and that it will not knowingly engage in any acts of bribery, extortion, fraud, deception, collusion, embezzlement, money-laundering, or any similar activity in relation to this Agreement. The Awardee will comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-money laundering, and anti-corruption.
- c. Awardee does not support any direct or indirect terrorist financing, money laundering and/or any other criminal or illicit activities.
- d. Awardee has policies that safeguard the health, wellbeing and human rights of its employees and individuals it serves, especially children, young people, and vulnerable adults, and can furnish proof upon request of compliance with all applicable national or local labor laws, including occupational, health and safety regulations.
- e. Awardee has policies that prohibit discrimination on the basis of race, sex, gender identity or expression, color, religion, national origin, age, disability, sexual orientation, veteran's status or other legally protected personal characteristic or status. Awardee has policies against harassment and/or retaliation and outlines appropriate disciplinary measures in the event of violations.
- f. Awardee will not use any Award funds or any interest earned thereon to:
 - i) Carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"));
 - ii) Participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - iii) Make any awards to individuals or organizations (unless pre-approved in writing by ADF).
 - iv) Pay any part of the Award funds to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

5) TERM AND TERMINATION.



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- a. Term. This Agreement shall become effective on the date of the last party's signature and, unless terminated earlier in accordance with the provisions herein, shall remain in effect until January 31, 2026.
 - b. Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursements or expenditures of the Award by Awardee shall cease if:
 - i) Any of the facts contained in Awardee's award proposal cease to be correct and accurate;
 - ii) If Awardee fails to comply with or perform any of the requirements of this Agreement
 - iii) Truist Charitable Fund notifies ADF of its decision to indefinitely postpone the award, project and/or Event Date. In such event, Awardee shall immediately return any unexpended portion of the Award to ADF, and ADF shall have no obligation to disburse any additional amounts payable under the Award, regardless of any claimed adverse effect on the programs or operations of the Awardee.
 - c. ADF reserves the right, in its sole discretion:
 - i) To withhold any payments provided for under this Award, to recover from the Awardee any unexpended Award funds, and, if the terms of this Agreement are violated by Awardee,
 - ii) to require restitution by the Awardee of any previously expended Award funds;
 - iii) To require the Awardee to take reasonable precautions to prevent any diversion of Award funds;
 - iv) To withhold any applicable taxes from any Award payments.
- 6) **INDEMNIFICATION.** Awardee shall indemnify, defend and hold harmless ADF and Truist Charitable Fund, as well as their respective trustees, directors, officers, employees, agents, successors and assigns (collectively, "Indemnified Parties"), from and against any and all claims, liabilities, losses, judgments, damages or expenses and charges of any kind or nature including interest, reasonable attorneys' fees and other costs, expenses and charges which any of the Indemnified Parties may at any time incur, sustain, or become subject to by reason of any third party claim, action, suit, demand or investigation arising out of (a) Awardee's acts or omissions related to the Project or the use of the Award Funds as well as the acts or omissions of any person claiming under Awardee; and (b) any breach, violation or nonperformance by Awardee or any person claiming under Awardee of any term, covenant or provision of this Award Agreement or any law, ordinance or governmental requirement of any kind.

7) **PAYMENT**

- a. ADF will disburse the Truist Hurricane Recovery Grant Award funds in two payments.
 - i) The first payment of 80% of the awarded amount will be disbursed upon the return of an original signed Award Agreement, a completed W-9 form, and proof of insurance listing the Arbor Day Foundation as an additional insured.
 - ii) A final payment of the remaining 20% of the awarded amount will be disbursed upon satisfactory completion of the project and receipt of a final project report. Funds paid to Awardee, shall be



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used exclusively for the City of Hendersonville Truist Hurricane Recovery Grant Program, and project must be completed and reporting received on or before December 31st, 2025. The total payment will not exceed the Total Award Amount listed above.

8) PROMOTION

- a. All marketing drafts must be sent to ADF to allow for adequate review, approval, and distribution timelines. Awardee may include the name and logo of ADF and Truist Charitable Fund on all project-related promotional materials with appropriate review and approval. All logos will be supplied to Awardee in a useable format. Awardee shall not assign or distribute the ADF or Truist Charitable Fund logos for any reason other than promotion of this award project. Awardee agrees not to alter either the ADF or Truist Charitable Fund logos in any way including color, fonts, ratio dimensions, background, and/or layout.
- b. Awardee hereby authorizes Arbor Day to include its trademarks in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Awardee which shall not be unreasonably withheld. ADF hereby authorizes Awardee to use ADF's trademarks (the "Arbor Day Marks") solely in connection with this Agreement, subject to prior review and approval. Except as otherwise expressly permitted hereby, neither party shall use the other party's Marks without the prior express written consent of such party.
- c. Public announcements of the Award may be made by the Awardee, ADF, or Truist Charitable Fund. Any related press release, media alert, website posting, or other public announcements about the Program or the Award must acknowledge that the Awardee is a "proud partner of the Arbor Day Foundation," and that the Program is "made possible by partnership with the Arbor Day Foundation and Truist Charitable Fund. ADF and Truist Charitable Fund must review and approve any public announcements (fliers, original press releases, e-blasts, etc.) at least two weeks prior to distribution.

- 9) **TREE CLAIMS.** The Parties agree that the funding provided by the Foundation will in no way transfer full or partial ownership of the seedlings to the Foundation, and the Foundation hereby acknowledges that, once planted, all such trees shall be owned by the respective landowner engaged in the Project upon whose lands the trees are planted. However, the Parties agree that the Foundation will retain any and all rights to the tree planting claims including associated Environmental Attributes related to any trees planted pursuant to this Agreement. "Environmental Attributes" means any aspect, claim, characteristic or benefit associated with tree planting, including but not limited to, biodiversity and water benefits.

- 10) **NOTICE.** Any notice or communication required or permitted under this Agreement shall be in writing and may be sent by regular mail or email, to the following addresses:

AWARDEE: City of Hendersonville, NC
CONTACT NAME: Caitlyn Gendusa ADDRESS: 160
6th Avenue East ADDRESS: Hendersonville, NC
28792 EMAIL: cgendusa@hvlnc.gov



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Arbor Day Foundation
Attn: Kristi Hurley
Address: 211 N.12th Street, Lincoln, NE 68508
EMAIL: Grants@arborday.org

11) MISCELLANEOUS.

- a. This Agreement shall bind and inure to the benefit of the parties and their successors, but otherwise shall not be assignable by any party or transferable by operation of law or otherwise.
- b. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Counterparts may be delivered via facsimile, electronic mail (including PDF or any other electronic signature complying with the U.S. Federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- c. This Agreement shall be governed by the laws of the state of North Carolina.

IN WITNESS WHEREOF, I, the undersigned, am authorized to enter into such an Agreement and hereto have caused this Agreement to be executed as of the day and year below within.

The Arbor Day Foundation

Dan Lambe
CEO, Arbor Day Foundation

Date

City of Hendersonville, NC

Brent Detwiler
Assistant City Manager, City of Hendersonville, NC

Date



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City of Hendersonville, NC

Project Narrative and Budget

Organization Contact Name

Caitlyn Gendusa

Organization Contact Email Address

cgendusa@hvlnc.gov

Organization Address

305 Williams Street

Hendersonville, NC 28792

US

Please list the impacted county in which your project will take place.

Henderson

Which of the following categories best describe your community's remaining tree-related funding needs that resulted from Hurricane Helene? (Select all that apply)

- Tree planting (planting trees in public spaces, e.g. parks, right-of-way trees)

Describe the impact of Hurricane Helene on your community's trees.

We primarily lost large oaks and pines in our area. No corner of our city was spared from tree loss. We accumulated hundreds of thousands of cubic yards of debris. For a City our size, this is unheard of. The saturated ground combined with the high winds left swaths of the area denuded. For instance, our disc golf course alone lost over 340 trees. We had a 34% canopy coverage before the hurricane; unfortunately, we have not been able to secure a grant to determine the percentage of canopy lost due to the hurricane.

Describe your community tree program's unmet needs related to response and recovery from Hurricane Helene. How will you use these funds within the given timeline, to help meet those needs?

We will use all of the funds awarded to buy and plant trees. We will use contractors, volunteers, and staff to plant the trees. We will primarily use large and medium-sized trees that are wildlife- and pollinator-friendly. We will also use a portion of these funds to purchase tree canopy management software so we can utilize a more accurate analysis of the trees we lost, and the trees we need to replant. This software will also quantify the amount trees we will need to plant to meet our canopy percentage goals.

How will this grant help to pave the way for your community's recovery and long-term resilience to future natural disasters?



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This grant would jump-start our tree planting initiatives. The first goal would be for the Tree Board to give away (250) 5-7 Gal trees at our local farmers market. The second goal would be to plant (111) 15-20 gallon trees in the parks, along our greenways, and in the downtown area. We will also purchase (3) large caliper specimen trees.

Total Budget

\$35,000.00 USD

Estimated Cost for Trees

\$22,700.00 USD

Please provide the itemization for your estimated tree costs. If you will not be purchasing trees, please type "NA"

250 5-7 Gallon Trees from Asheville Greenworks @ \$20/tree = \$5000; 111 15-20 gal trees @ \$150/tree = \$16,650; (3) 3-4" caliper trees @ \$350/tree = \$1050

Estimated Cost for Supplies

\$0 USD

Please provide the itemization for your estimated supplies costs. If you will not be purchasing supplies, please type "NA"

Our Tree board will cover the cost of mulch and Hollytone fertilizer.

Estimated Cost for Contractual Expenses

\$12,300.00 USD

Please provide the itemization for your estimated contractual costs. If you will not have contractual expenses, please type "NA"

111 Trees planted @ \$30/tree = \$3330; (3) @ \$150 = \$450; \$8500/ Tree plotter software and post hurricane analysis

Estimated Cost for Rental Equipment

\$0 USD

Please provide the itemization for your estimated equipment rental costs. If you will not have any rental costs, please type "NA"

N/A



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After the completion of this project, would you be willing to share any insights you gain from this project with your peers in the Arbor Day Foundation's network via a future virtual presentation or written reflection?

- Yes