The Urban Forest Strike Team:

Investing in the City of Asheville's Urban Canopy in Disaster Recovery

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Submitted by Gloria Shen

Background

The Urban Forest Strike Team (UFST) had come to the attention of the City of Asheville when considering disaster recovery options related to our urban canopy. It was determined in December of 2024 that because communication had been fluid and amicable with the U.S. Army Corps of Engineers (USACE) up to that point, work with its subcontractors in addressing hazard limbs and damaged trees would satisfy the recovery efforts for the City.

Per Andrew Pleninger, Urban & Community Forestry Program Head at North Carolina Forest Service (A. Pleninger, personal communication, June 6, 2025), there was an unexpected change in USACE leadership and subcontractors after the turn of the year. The company AshBritt replaced the Davey Group as the USACE debris removal subcontractor. Due to a lack of supervision at work sites, there was "widescale indiscriminate tree removal" that reflected both the new USACE leadership and subcontractor AshBritt going "overboard with their cleanup operations" (A. Pleninger, personal communication, June 6, 2025).

In some areas including the French Broad River Park, Carrier Park, and public property alongside residential streets in Asheville, completely healthy and undamaged trees were removed. Stumps that would have otherwise curbed erosion into waterways were also excavated. The ecology of the area was described by a conservation biologist as being ravaged beyond recognition with heavy equipment driving over the habitat of endangered and threatened species when the USACE and the subcontractor had specifically been advised to avoid disturbing those areas according to North Carolina Wildlife Resources Commission Mountain Habitat Conservation Coordinator Andrea Leslie (A. Leslie, phone call, July 7, 2025).

Because AshBritt is one of the largest disaster recovery subcontractors in the United States with a significant lobbyist presence, it is often able to put itself in strategically opportune positions to be awarded multi-year government contracts involving disaster recovery services. With the frequency and severity of storms on the rise attributed to global warming, it would be prudent to have extra safeguards in place that will ensure that what the City of Asheville experienced with both overly aggressive and unnecessary removal of trees can be prevented in the future whether working with a subcontractor like AshBritt or another.

While Congressman Chuck Edwards has formulated and implemented a plan to address future debris removal work that would facilitate communication between property owners and county stakeholders with disaster recovery subcontractors before a project commences by clarifying what material has to be removed, his plan primarily focuses on areas along waterways to "protect downstream infrastructure."[1]

Representative Edwards' plan[2] is commendable in that it may prevent incidents of questionable debris removal or disturbance and destruction of wildlife habitats along rivers but it is not necessarily a plan that will defend against excessive tree removal in areas that do not fall in the vicinity of streams or river banks. There is no assurance that ISA-certified arborists and experts in risk assessment will be available or present to consult on tree-related work. Furthermore, the compensation structure set forth in the contract between the USACE and AshBritt has the unfortunate effect of incentivizing subcontractors to remove more trees than necessary. Therefore, it would follow that future disaster recovery services that involve our canopy would benefit greatly from engagement with the Urban Forest Strike Team.

Summary of the Urban Forest Strike Team Services

The Urban Forest Strike Team (UFST) is a program supported by the U.S. Forest Service and the Southern Group of Foresters[3] that serves communities following a federal disaster declaration. The team conducts technical assessments of damage and risk seen in trees and maps the location of trees that have been evaluated. This information ensures that risk to property and life from damaged tree structure is mitigated to the greatest extent possible while ensuring optimal preservation of canopy within a community.

Of additional benefit to the City is that all UFST crew members are International Society of Arboriculture (ISA)-certified arborists and follow guidelines established by the American National Standards Institute (ANSI), specifically ANSI A-300, part 9 in conjunction with *Best Management Practices for Tree Risk Management* regarded most highly and adopted by the tree industry.[i]
Unlike the USACE debris removal contracts that utilize the more general, non-specific term 'hazard' throughout, the tree care industry and the UFST work with the more accurate term of 'risk' in disaster recovery that offers a more comprehensive approach when evaluating the potential for loss of life and property.[ii] Situations are evaluated on these parameters:

- the probability that a tree may fail
- the time frame in which such a failure may occur
- the likelihood of a damaged tree impacting a target
- the consequences should the tree fail[iii]

When referring to a tree, limb, or a stump as a 'hazard,' it says nothing of actual risk and consequences posed in a given situation and therefore, the options are to remove or not remove at all. This results in more of a tree's structure or a tree in its entirety being removed. When quantifying and qualifying in terms of 'risk,' according to Ed Macie who served 31 years with the U.S. Forest Service and who co-founded the Urban Forest Strike Team in 2004,[iv] management of a particular tree situation "become[s] more precise, and unnecessary removals are prevented."[v]

There are consequences borne by our municipality when our green infrastructure is needlessly destroyed. Within city limits, our urban canopy purifies the air, prevents contamination of our stormwater system, adds stability to our steep slopes, offers vital wildlife habitat, and absorbs millions of gallons of water per year that would otherwise be flooding our streets.

NC Forest Service Urban & Community Forestry Program Head Andrew Pleninger had indicated that cost was not a factor in the City's decision not to deploy the Urban Forest Strike Team for disaster recovery services post-Helene. He had noted that FEMA would have covered the vast majority of the expense in a federally declared disaster area (A. Pleninger, personal communication, June 8, 2025).

By engaging with the UFST in future post-disaster recovery efforts, the City not only benefits by saving any relief funding from being spent on profligate tree removal that was never required in the first place but it keeps as much of our valuable green infrastructure intact for air filtration, sediment control, slope stabilization, mitigation of the heat island effect in urban areas, aesthetic value, the provision of vital wildlife habitat, and both physical and mental health in city residents.[4]

A study[5] published in the scientific journal *Environmental Research* in December of 2024 revealed that subjects who took a one-hour walk in a forest experienced positive changes in brain plasticity (biological markers of resilience) compared to subjects who took a walk of equal duration on busy streets in an urban environment.

Our canopy does so much for us. There will never be enough funding at any given point in time to cover everything that the City of Asheville needs to recover from a declared disaster so preserving what we have of our valuable urban canopy with all of the important functions it serves helps maintain our municipality's fiscal health.

The UFST has the expertise of navigating disaster-stricken areas. Rather than clearing out an entire area in one fell swoop as was done at Carrier Park and the French Broad River Park by subcontractor AshBritt to the dismay of many, the UFST will technically evaluate which trees present an unacceptable level of risk or alternatively, can identify if particular techniques can be utilized per Best Management Practices for Tree Risk Management to minimize the probability that there might be a failure in the future over a given time frame without having to remove the entire tree.[vi]

The UFST performs targeted services to reduce risk. What is particularly notable is that any engagement with the UFST goes far beyond just *conceptualizing* recovery: it is the City undertaking *active* recovery steps to mitigate risk while also preserving the elements of our green infrastructure that can be saved.

For more information on the Urban Forest Strike Team, please see Appendix A.

As with any business decision, there are opportunity costs.
Are there implicit costs of engaging with the UFST? As noted earlier, any fees are minimal and pale in comparison to any other expenses that might be incurred to help a municipality recover following catastrophic events.
What are the potential losses of not utilizing the UFST's services with the next federally declared disaster? Those opportunity costs may include:

- Physical damage to our public spaces, waterways, loss of wildlife habitat, and the loss of trees that should have remained standing should there again be insufficient supervision by the U.S. Army Corps of Engineers (USACE)
- Unless the contract between the USACE and its subcontractors is redrawn by FEMA, the compensation structure defined in the agreement has a significant flaw: subcontractors are paid by volume of material removed which can incentivize the excessive removal of trees including those that are living, structurally sound, and completely healthy. There are separate costs for hauling, chipping or grinding, air curtain incineration, and "Automated Debris Management System (ADMS)" – all based on cubic yards of material collected and handled with higher rates once vegetation needs to be hauled over 16 miles and yet an even higher rate per cubic yard once the hauling distance exceeds 30 miles to a debris management site or final disposal site.
- The destabilization of slopes from unwarranted tree removal can be economically ruinous for city residents with the resulting consequences to our municipality's infrastructure in the form of debris contamination in our stormwater system, flooded streets, damaged buildings, etc.

- Pulls City of Asheville staff (Urban Forester Keith Aitken, City Arborist Mark Foster) and any city personnel already burdened with disaster response from their normal duties to offer supervision services when subcontractor integrity is questioned or has already proven subpar.
- Once damage has occurred, there is frequently no accountability on the part of the subcontractor, the USACE, or FEMA. A call for remediation or compensatory damages would require filing a civil action which in and of itself has no guarantees for proper redress and requires time and considerable financial resources in its pursuit.

Having the ability to thoroughly and accurately assess the condition of the urban canopy and to provide local authorities with a map of what needs to occur henceforth not only safeguards a community against needless destruction of green infrastructure but prevents waste and overbilling for work that might not have truly been necessary in the first place.

To summarize, engagement with the Urban Forest Strike Team can save federal funds allocated to Asheville by coming in first to properly quantify and qualify risk in our canopy and then marking and mapping only those specimens that disaster recovery subcontractors are to address.

Freedom of Information Act (FOIA) Filings with the USACE

With the damage that occurred throughout the City of Asheville and most notably at the French Broad River Park and Carrier Park where non-hazardous trees were cut down and stumps removed despite instructions to leave stumps in the ground to curb erosion into the waterways, AshBritt proceeded anyway.

My first FOIA request (4.18.2025) was for “a copy of the contract between U.S. Army Corps of Engineers and AshBritt Inc. for debris removal and hazard tree removal in western North Carolina.”
On May 5, 2025, I made a second request for records that included:

- the CQC System Manager's letters of direction related to tree removal work at the French Broad River Park in Asheville, NC 28806; Carrier Park in Asheville, NC 28806, and on Kensington Drive overlooking the Asheville Municipal Golf Course 28805

- any non-compliance notices, notices of defect, and/or notices of violation related to tree removal work at the French Broad River Park in Asheville, NC; Carrier Park in Asheville, NC, and the Asheville Municipal Golf Course 28805

FOIA Findings

On July 8th of 2025, I was informed by the USACE’s legal department that there were no records of concerning conduct for any tree work at the French Broad River Park, Carrier Park, and along Kensington Drive where a resident had personally witnessed two healthy trees being removed in mid-March of 2025 across the street from 44 Kensington Drive. Despite his protests to get AshBritt crew members to cease the destruction of those trees, the subcontractor continued to fell the living trees and subsequently excavated the stumps and root plates out of the steep slope. In the course of removing the larger tree in the front, the AshBritt crew damaged a limb of the tree that stood adjacent to the one destroyed. Both that tree and the two trees undergoing removal had been unscathed following the hurricane and should

have been left alone. The remaining white oak measuring 40" diameter at breast height (DBH) resembled its companion tree. These two original trees in the front were described by a community member as "twins that were probably at least 80-90 years old" and the absence of the one twin now leaves a large void where a giant and very beautiful oak once stood, predating the construction of those homes that occurred in the 1950s.

City of Asheville Director of Regional and Entertainment Facilities Chris Corl was contacted on March 30, 2025 regarding those removals.
Mr. Corl had noted, "The tree referenced below across from 44 Kensington was removed by AshBritt as part of the storm clean up by the U.S. Army Corps of Engineers." (C.Corl, personal communication, April 1, 2025)

What is unclear to me is that this tree was not at all damaged.
When I reached out to Jason Fawcett, VP of AshBritt Management and Logistics, he stated that his team was working off of a punch list of hazard trees that needed to be removed. He explained:

> This work follows strict guidelines and is supervised not only by FEMA but also by our customer, USACE, who mission-tasked us to perform this scope of work in the city and county. Trees would not have been removed unless they were identified under the program criteria. The trees or areas of concern would have been provided by the golf course team and verified for eligibility. We cannot—and will not—remove any trees unless they meet the hazard criteria (e.g., split trunk, over 50% canopy loss, leaning more than 30 degrees, etc.)." (J. Fawcett, personal communication, April 6, 2025)

Having discussed this concerning matter with some of the neighbors on Kensington Drive, it seemed plausible that the AshBritt crew, in working off of the original punch list provided by the City of Asheville, failed to exercise sound judgment. There had been two extremely large trees (a red oak and a white oak) that had been damaged on September 27, 2024 when winds struck down the red oak in the front. The red oak had uprooted and fallen onto the white oak behind it, causing extensive damage to the crown of the latter. Both trees were subsequently removed in February of 2025 by the Davey Group. There were massive holes left on the slope where the root balls had been. That should have been sufficient evidence to the AshBritt crew that the two damaged trees on Kensington Drive on the City of Asheville punch list *had already been taken care of* and yet AshBritt proceeded to *remove two more undamaged* trees a short distance from the where the two original Helene-damaged trees had been.

Following my communication with Chris Corl alerting him to this incident on March 30th, he indicated that "we [the City] asked the Corps not to remove any additional trees on the golf course without a specific consultation by our Urban Forester Keith Aitken first." (C. Corl, personal communication, April 1, 2025)

Per my correspondence with City of Asheville Sustainability Director Bridget Herring, as a result of my complaint to the City of Asheville regarding this removal of publicly owned trees and FEMA's subsequent notification of the event, the USACE should have had proper documentation from the subcontractor on the incident. According to Ms. Herring's e-mail dated in April of this year:

"After checking in with staff, it appears that previous concerns you have registered with the City have been shared with FEMA and FEMAs response was that any debris that is ineligible for Direct Federal Assistance under FEMA eligibility requirements should not be removed and that FEMA was reaching out

to USACE to get documentation of this tree removal. My understanding is that they have not yet provided additional documentation." (B. Herring, personal communication, April 22, 2025)

As of July 8th when I received my official response from the FOIA request filed with the USACE, there were no records produced at all.
That should not have been the case. At the very least, some notice of defect, notice of non-compliance, or violation documentation should have been issued related to this incident and yet I was told that the contracting officer overseeing activities in that area had none.

When I requested that a formal notice of no records be issued, the USACE's legal department was only willing to state that there were "no records for 'notices of instruction' and 'notices of defect.'"
It would not state that there were no notices of non-compliance and no notices of violation.

The explanation from Paralegal Specialist and FOIA Officer John Nygren was as follows:
"Please know that we cannot issue a statement that says any of the events above did or didn't happen. That is not a function of the Freedom of Information Act." (J. Nygren, personal communication, July 8, 2025)

There may have been a clerical error when the formal letter from the USACE legal department was drafted which resulted in no mention of a notice of non-compliance or notice of violation in the document. However, even in the least concerning of interpretations, there was no acknowledgment at all that anything had gone awry in multiple areas throughout the city of Asheville where excessive and wholly unwarranted tree and vegetation removal had occurred.

To summarize, as a result of my second FOIA request for documents, the USACE's records search determined that there were:

- No records for letters of direction
- No records for notices of defect
- No records for notices of non-compliance and
- No records for notices of violation

pertaining to the areas of Carrier Park, the French Broad River Park, and the side of Kensington Drive which overlooks the Asheville Municipal Golf Course that is city-owned property.

For more details on the USACE contract with AshBritt that covered work in the City of Asheville, please refer to Appendix B

The USACE and Subcontractor AshBritt

There has been no admission by the USACE or AshBritt for conduct or performance that would have deviated from contractual expectations or communication with City of Asheville staff.
Any concern, needed adjustment, or required correction would have appeared in a written notice of defect, notice of non-compliance, or notice of violation.
As evidenced in photographs taken by city residents and what had been reported by environmental conservation groups of the "recovery" process at the French Broad River Park and Carrier Park, AshBritt

caused more damage than what Helene had done in some areas,[6,7] and left our community with even less of our valuable green infrastructure. As tree roots bind soil to sloped areas, the unnecessary extirpation of root plates may have benefited the subcontractor by adding to its volume of debris material turned in and thereby increasing its compensation but left parts of our city significantly more vulnerable to additional sediment loss and runoff into our waterways and stormwater systems.

Based on what has been seen in these areas and throughout other parts of Asheville with the "overzealous" tree removal that NC Forest Service Coordinator Andrew Pleninger had described (A. Pleninger, June 6, 2025, personal communication) and no records created by the subcontractor that indicated contractual deviations, this is not a subcontractor I would trust to work in our municipality again without the work of the Urban Forest Strike Team marking and mapping exactly what trees or tree structures would need removal and work, respectively, following a declared disaster.

It would be remiss to ignore reports that have been made in the last 20 years regarding AshBritt's performance across the country. Some of the more common complaints have involved waste and abuse that includes overbilling and the excessive removal of vegetation and other materials. According to one Kentucky county's legal filing following flood cleanup work that the subcontractor had done, "AshBritt has historically avoided legal liability for its work by claiming its status as a government contractor makes the company immune from liability when something goes wrong."[8]
Regrettably, this defense has been effective in dissuading municipalities and counties from filing causes of action for compensatory damages.
Other lawsuits have alleged a lack of supervision "allowing subcontractors to steal valuable trees from private property, destroying a family's home and failing to pay workers."[9]

Clearly, extra safeguards need to be in place when a subcontractor with a history of complaints against its conduct is called upon and when the City of Asheville may lack personnel to oversee the work of subcontractors or allocate staff to make frequent site visits.

Perhaps it would be prudent to not allow a subcontractor so much autonomy when it comes to our green infrastructure especially after a declared emergency when municipal officials and staff may assume additional responsibilities related to disaster response.

After what our municipality experienced with additional man-made damage to the urban canopy in our parks (Carrier Park, French Broad River Park) and other areas including along Kensington Drive in Beverly Hills, utilization of the Urban Forest Strike Team would be proactive and reflect sound disaster recovery planning.

For more information on what has been reported of AshBritt's conduct in other areas of the country in the course of performing disaster recovery services, please see Appendix C.

Concluding Thoughts

It would be forward-thinking for the City of Asheville to commit to a future engagement with the Urban Forest Strike Team in disaster recovery efforts.
Relying upon AshBritt with its history of removing more trees than necessary makes it a poor risk if the municipality has another declared disaster and the USACE has already awarded the company another

contract to perform services. Moreover, any other company operating under the USACE contract that sets forth a compensation-by-volume structure may also require more allocation of municipal resources to supervise than might be practicable.
In the business of operating a municipality, it would be prudent to assure the public that community assets are being managed with transparency and honesty. Engaging with the Urban Forest Strike Team is akin to having insurance against subcontractor failings or negligence. The UFST is not motivated to remove more than necessary: its compensation comes from performing risk assessments, sharing that knowledge with the City, marking and mapping trees presenting an unacceptable level of risk which a debris contractor would later remove, and noting what portions of particular specimens can be managed without needing to remove the entire tree.

Working with the UFST would be a 'win' on multiple levels:

- No one begins one's day fully apprised of how severe a storm system might be and if it would later be categorized as a state of emergency. In the event of a federal disaster declaration, committing to work with the Urban Forest Strike Team reflects the City taking proactive measures in disaster planning and management.
- There will be no unnecessary removal of valuable green infrastructure
- It demonstrates the City's investment in our urban canopy while mitigating risk to life and limb
- It eliminates the possibility of wasteful expenditure of any funds received towards recovery following a natural disaster
- FEMA would cover the vast majority of the expense and the city's percentage contribution might run at approximately 12.5% of the total fee for services towards active recovery steps

Our urban canopy is valuable and deserves to be prioritized and treated as such.
Thank you.

Best Regards,
Gloria Shen

Appendix A
Additional Urban Forest Strike Team Information

The cost to the City of Asheville would be minimal, as 75% of the fees would be covered by FEMA and the rest split between the county and the municipality. As FEMA's reimbursement guidelines will vary from time to time, what has been noted (percentage-wise) is apt to change but should generally not deviate considerably.

Engaging with the UFST would be an investment in our green infrastructure. Just as the City of Asheville had revealed in its City Council meeting on August 26, 2025 that it has hired a design group to work on restoring the French Broad River Park for $4.6M,[10] our urban canopy deserves to be prioritized as well. Given the extent of damage caused by the subcontractor in the post-Helene debris removal process, the City of Asheville would be safeguarding its canopy against additional loss in the future whether due to a lack of supervision, weaknesses in the compensation structure that incentivizes a subcontractor to remove more than necessary, a deficient or non-existent corrective process, or misconduct. Once healthy trees are removed, unchecked erosion may occur and that ends up costing the City of Asheville even more.

From the Southern Group of State Foresters website:

Urban Forest Strike Teams are supported by a USDA Forest Service grant. The cost of a deployment is dependent upon several variables, including: the number of responders and from where they come (in state, out-of-state, federal, etc.), the duration of response, resources needed, per diem rates and location.

If the disaster has a federal declaration, our preferred mode of deployment for all out-of-state resources is through the Emergency Management Assistance Compact. In that case, FEMA would cover 75% of costs of deployment and the state and city usually split the other 25% (often 12.5% city and 12.5% state emergency management). The Emergency Management Assistance Compact is not used for in-state responses and non-federal disasters.

When in-state resources are used, the salary, benefits, housing and per diem line items are reduced (and the respective 75%:25% sharing) since in-state resources are not reimbursed through the Emergency Management Assistance Compact. Resource availability at any given time determines the intrastate vs. interstate makeup of the strike team. When EMAC is used, alternative funding sources may be available to assist with the community portion of the shared cost. Communities should contact their respective state Urban and Community Forestry Coordinator.

This assessment is made for tree defects eligible for FEMA Public Assistance reimbursement as defined in the FEMA Public Assistance Debris Management Guide.

In addition, the strike team will identify the existence of other tree defects that may represent risk after any mitigation (i.e. residual defects). The timeframe for this post-disaster risk assessment is one year or a length of time as agreed between the strike team and the municipality.

An inspection includes identification of defects on:

- publicly-owned trees which could potentially impact targets on public or private property
- privately-owned trees ONLY IF they could potentially impact targets on public property
- the assessment protocol trees as outlined above in the agreed-upon Scope of Work

The assessment data shall include the:

- tree species or genus
- diameter
- latitude and longitude
- recommendation on eligibility for mitigation reimbursement
- the three risk rating components for the defect identified
- other data collected during the assessment
- risk mitigation recommendation
- existence of residual defects following mitigation

Data helps the strike team determine appropriate mitigation recommendations and helps the controlling authority identify and prioritize the most appropriate post-storm hazard mitigation plan for storm damaged trees, including those eligible and ineligible for FEMA debris reimbursement.

Source: https://southernforests.org/ufst/[11]

Appendix B
Additional Details on the USACE FOIA Request Records

The Master Document USACE contract with Buncombe County, UNC Asheville, and the City of Asheville notes the following (italicized for ease of identification):

Quality Control is defined as "all necessary measures taken by the contractor to assure that the quality of an end product or service shall meet contractor requirements". p. 10 under Part 1 General Information – 1.7 General Information

"Disaster generated [sic] debris is defined as materials originating from the effects of any natural or man-made catastrophe or major disaster."
p. 10 under Part 1 General Information – 1.7 General Information

"The contractor shall develop and maintain an effective Quality Control program to ensure services are performed in accordance with the Performance Work Statement (PWS). The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services."
p. 10 under Part 1 General Information – 1.7.2. Quality Control (QC)

According to Keith Aitken who had been present at the Tree Protection Task Force meeting held on May 5, 2025, AshBritt's overzealous tree removal at Carrier Park and the French Broad River Park included the loss of numerous tree and plant species including "elderberry, willow, and dogwood." (K. Aitken, Tree Protection Task Force meeting, May 5, 2025)
He also indicated that the subcontractor was "scraping banks to clear it" which will result in more erosion. He spoke to the subcontractor to advise against this damaging activity "but they kept doing it."(K. Aitken, Tree Protection Task Force meeting, May 5, 2025)

The Advanced Contract Initiative (ACI) for Debris Management Services also noted the following definition and descriptions:

*Defective Service: a service output that does not meet the standard of performance associated with the Performance Work Statement." p. 14/79**

*Non-Compliance Report – if through the Government QA (Quality Assurance) program it is determined the contractor is in noncompliance with their accepted CQC (Contractor Quality Assurance) Plan and contract requirements for CQC, the Government will reduce contractor's payment for the period of non-comformance. Removal of personnel may also be in order." p. 26/79**

*Notice of Violation: "The contractor shall be responsible for correcting any notices of violation issued as a result of the contractor's or any subcontractor's actions or operations during the performance of the contract." Section 3.4.9 p. 17/79**

*Source: Advanced Contract Initiative (ACI) for Debris Management Services (RCDMS) Suite 1- Unrestricted Pool Documents for Region 7 – South Atlantic Division (SAD) dated November 2021 for Conformed Contract No. W912EK-22-D-0001 through P00003 Revised 24 May 2024 US Army Corps of Engineers Rock Island District

With regard to remediation, there was nothing stated in any of the reviewed documentation from the FOIA requests that would compensate the municipality for trees removed that should have been left intact. The only matter addressed was damage to infrastructure as follows:

2.7.11. The contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract.

Note: Per the contract covering Buncombe County, UNC Asheville and the City of Asheville:
CQC is the means by which the contractor ensures that debris removal, reduction, and disposal operations, to include that of subcontractors, complies with the requirements of the contract, including debris eligibility criteria. (Section 8, Quality Control. p. 49)

Included in the contract's section pertaining to removal of vegetation debris was the term "Hazard Stumps."
The contract does not include a definition of ''hazard stump."
A municipal or county official hearing or seeing the word "hazard" being referenced may not be inclined to question why a removal was justified. The term inherently suggests that risk mitigation is already a necessity.
The excavation of a tree's root system could substantially add to the capacity of what ends up being brought in to debris processing centers for weighing and subsequent billing.

The following sections are also pertinent:

*8.4 Non-Compliance. If through the Government QA program, it is determined the contractor is in noncompliance with their accepted CQC Plan and Contract requirements for CQC, the Government will reduce the contractor's payment for the period of nonconformance in accordance with the Contract's performance based contracting pay table. Additionally, the Government may require removal of key CQC personnel, resubmittal of the contractor's CQC plan, and an additional mutual understanding meeting with the contractor to establish and implement corrective measures deemed necessary to bring the Contractor's CQC program back into contract compliance.***

*9.7 When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists, which must be corrected immediately at no cost to the Government. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects must also be corrected immediately, and further contract action may be appropriate for serious defects. Such action may include termination for default.***

**Source: Performance Work Statement (PWS) Modification P0001 to W912PM25F00007 (Add UNC Asheville and the city of Asheville) Modification P000002 to W912PM25F0007 (SDR Debris Removal) for Debris Removal Related to Tropical Storm Helene, Buncombe County North Carolina 2912PM25F0007, 20 November 2024

NOTE: *At least* one notice of defect should have been recorded for Carrier Park and the French Broad River Park where damage was documented and for which multiple complaints had been made by citizens and environmental groups and that which was noted by City of Asheville staff. The fact that not one notice of defect was written shows a completely lack of accountability.

This is an excerpt from the formal letter issued by the Justin McCorcle, District Counsel with the Department of the Army, Wilmington District, Corps of Engineers:

"Regarding the remaining items in your request, we were advised by our Contracting Division that they do not have any records in their possession pertaining to the specific letters of direction or non-compliance notices you had requested." *(J. P. McCorcle, personal communication, July 8, 2025)*

The legal department failed to reference letters of defect and letters of violation that the Contracting Division might have had in its possession.

Despite the findings of the FOIA filing that revealed no records pertaining to outcomes that deviated from contractual expectations, there have been widespread complaints throughout the City of Asheville that the following did occur:

- Removal of trees that were completely healthy and undamaged; required no work
- Lack of monitoring services despite contractual claim that quality assurance plans and protocol are observed; had there been sufficient monitoring, many adverse events would not have been permitted to take place
- Environmental damage despite specific instructions to avoid sensitive areas and not remove tree stumps
- Non-compliance process was not being followed; a deficiency of records would suggest that issues were not being reported by the subcontractor to the USACE for correction as required in the contract
- No accountability

Appendix C
News Articles on AshBritt's Disaster Recovery Services Nationwide

2005 – Hurricane Katrina

" 'A report by the U.S. General (Government) Accountability Office (GAO) in 2008 found that the disposal of Katrina wastes by AshBritt in the South resulted in the creation of contaminated sites along the Gulf Coast and two new Superfund sites in New Orleans,' Tittel wrote in his column, which explored links between Hurricane Sandy and climate change."[12]

A $568 million government contract awarded to Ash Britt uncovered "considerable price disparities" with travel trailers that were priced between $15K and $23K, home inspection services priced between $15 per home to $81, and the cost of ferries and ships ranging from $13M up to $70M for six months of usage. This was for cleanup related to Hurricane Katrina.
Congressional investigators found that the U.S. Army Corps of Engineers permitted an excessive rate for debris removal costs.[13]

"Federal lawmakers quizzed AshBritt about its practices in May when company officials and representatives of several other firms and agencies testified at a U.S. House of Representatives hearing on contracting and Hurricane Katrina. AshBritt President Randal Perkins told a congressional panel that his company earned $23 per cubic yard of debris and wreckage removed, according to a transcript from Congressional Quarterly. AshBritt had by May overseen the removal of more than 20 million cubic yards of garbage, he said. Perkins told the panel that subcontractors who hauled debris to temporary disposal sites were paid "in the $10 range" for each cubic yard.
James Necaise, vice president of Gulfport-based Necaise Brothers Construction, told the panel that as prime contractor, his company could have done the work for $12 to $14 per cubic yard. Citing the 1984 Stafford Act, which favors hiring local firms after a natural disaster, the Corps tried to replace AshBritt with Necaise Brothers in April. But the Corps canceled the Necaise Brothers contract after AshBritt protested and Necaise Brothers filed its own injunction against AshBritt, Necaise staff engineer David Machado testified before the panel."[14]

The Clarion Ledger – Jackson explored the common excuses used by AshBritt to claim a larger percentage of federal emergency funds awarded for cleanup projects and less than 20% going to any other subcontractor used in that state. When pressed for more information on how much is being paid to in-state contractors, AshBritt informed the reporter that contracts are confidential.[15]

2005 – Hurricane Wilma

A Broward County, Florida school audit committee revealed that there were "discrepancies between what AshBritt invoiced the [school] district and the actual work completed." Over $765,608 was overbilled to the school for debris removal work following the hurricane.[16]

2012 – Superstorm Sandy

"Hundreds of instances" of higher rates were charged for trips exceeding 16 miles for Hurricane Sandy cleanup that amounted to "$500K" in additional fees charged by AshBritt."
Unfortunately, the state of NJ had to subsequently hire companies to monitor the operations of AshBritt and its subcontractors to reduce fraud and waste.[17]

Questions were raised by the NJ Office of Recovery and Rebuilding. Officials wanted to know how quality control staff were actively monitoring debris removal haulers and had doubted that the work was being done according to contract terms.
According to a state official, "The last thing we need is for overcharging or mismanagement on the cleanup to add insult to that injury" of a disaster-stricken area.[18]

The CEO of AshBritt owned the cleaning subcontractor assigned to debris hauling following Superstorm Sandy in New Jersey. A panel had been put together by the New Jersey legislature to investigate AshBritt and discovered the relationship between the cleaning subcontractor and the AshBritt top-level executive. This subcontractor charged almost double the rate for debris hauling compared to other companies.[19]

“As pay-to-play allegations have surrounded AshBritt's no-bid contract for weeks, it's troubling, but unsurprising, that the firm's CEO benefited by subcontracting a company he owned," said Buono, D-Middlesex. "The fact that the firm is charging far more than local alternatives and hiring its affiliates is an insult to the families still working to rebuild their lives after Hurricane Sandy."
AshBritt’s legal counsel defended the choice of the subcontractor, alleging that the company owned by the CEO specialized in garbage and that it was exactly what the state needed.[20]

2018 – Santa Rosa Wildfires
“In August, Mark Ghilarducci, director of the Governor’s Office of Emergency Services, wrote a letter to the U.S. Army Corp of Engineers saying that contractors hired to remove debris from burned areas in Santa Rosa excavated so much extra material that they damaged driveways, septic systems, wells and other features on hundreds of properties.”[21]

2023 – Flooding in Kentucky
The Kentucky Center for Investigative Reporting had determined that AshBritt’s original cost estimates were inaccurate. The final bill was 400% higher.[22]

“The Florida-based company, AshBritt Inc., is accused in lawsuits of allowing subcontractors to steal valuable trees from private property, destroying a family’s home and failing to pay workers.”[23]

“Local residents alleged subcontractors under AshBritt took property without consent and left flood debris behind which clogged waterways.”[24]

2025 – Hurricane Helene*

“Unfortunately, there are increasing reports across the region of the Army Corps and its contractors taking far more woody and natural materials from our rivers and riverbanks than is necessary (to be clear, we’re not talking about trash here). Many of us have seen our new moonscape at French Broad River Park. We watched for weeks as massive machines drove through the river seemingly removing anything they could find from access points at Bent Creek and other locations.”[25]

“‘They just removed everything,’ Lohmeyer told me, pointing at the bald patch of forest where he said live trees that had survived Helene once stood. ‘It’s more advantageous for them to remove it all because they’re getting paid for it. The damage from Helene was relatively minor here,’ Lohmeyer said.”
“And he claims that debris churned up by the storm didn’t pose a serious flood risk. The wetland is a large natural area with few homes or buildings and plenty of room for floodwaters, he said. Yet contractors still leveled parts of the forest with excavators, clearing important wildlife habitat.”[26]

*While the declared disaster occurred in late September of 2024, the damage caused by the subcontractor began in 2025 when AshBritt was brought in.

Credits

[1]Macie, E. (2025, August 12). *Urban Forest Strike Team* [E-mail *Urban Forest Strike Team*].
[2]Ibid.
[3]Ibid.
[4]Macie, E. (2025, May 23). *Eco-Strike Team* [FW. E-mail *Eco-Strike Team*].
[5]Macie, E. (2025, August 12). *Urban Forest Strike Team* [E-mail *Urban Forest Strike Team*].
[6]Ibid.

Ed Macie's 31-year role as U.S. Forest Service Southern Regional Urban Forester shaped urban canopy policy throughout the South with notable and enduring results for countless communities. He co-founded the Urban Forest Strike Team in 2004 and trained arborists employed with state agencies and urban forestry departments to markedly reduce the collateral damage done to trees following a declared disaster.
He has served as a chair and board member of the Asheville Tree Commission which later became the Urban Forestry Commission (UFC) dating back to 2016. He was the UFC's technical advisor through September of 2024 when Hurricane Helene interrupted the convening of city boards and commissions.

He has led the non-profit Asheville Greenworks as a board member and chair from 2016 through 2024.

Also with four published papers to his credit, he is an ISA-Certified Master Arborist and is TRAQ(Tree Risk Assessment Qualification)-certified and has been sought after throughout the region for professional arboriculture and urban forestry consultation services.

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