
STAFF REPORT

Date: April 19, 2023

To: TRPA Governing Board

From: TRPA Staff

Subject: Resolution of Enforcement Action: Natalie Buccini, Thomas Peabody, and Jacob Buccini; Unauthorized Tree Removal, 1540 Cherry Hills, El Dorado County, CA, Assessor's Parcel Number 033-292-011, TRPA File No. CODE2022-0092.

Summary and Staff Recommendation:

Staff recommends that the Governing Board accept the proposed Settlement Agreement (Attachment A) in which Natalie Buccini, Thomas Peabody, and Jacob Buccini, collectively referred to as the "Settling Parties" agree to pay a \$24,000 penalty and plant six native conifers for the unauthorized removal of six trees on the property located at 1540 Cherry Hills, El Dorado County, California, Assessor's Parcel Number ("APN") 033-292-011 ("Buccini/Peabody Property").

Required Motions:

In order to approve the proposed violation resolution, the Board must make the following motion, based on this staff summary:

A motion to approve the Settlement Agreement as shown in Attachment A.

In order for the motion to pass, an affirmative vote of any 8 members of the Board is required.

Violation Description/Background:

In October 2022, TRPA staff responded to a complaint of unauthorized tree cutting at the Buccini/Peabody Property. During this inspection, TRPA staff discovered that several trees larger than 14 inches DBH had been removed that were not authorized on the approved plans.

After further investigation and discussion with the El Dorado County inspector and the Settling Parties, TRPA staff determined that six trees between the sizes of 15-26 inches DBH were removed without any authorization from TRPA or El Dorado County. Tree removal of trees larger than 14 inches DBH without authorization is a violation of TRPA Code Section 61.1.5 (requiring TRPA approval for removal of all trees greater than 14 inches DBH or 6 inches DBH on lakefront properties where the trees to be removed provide vegetative screening of existing structures as viewed from Lake Tahoe) and Section 2.3.2.M (the tree removal is a non-exempt project and must be reviewed by TRPA).

Jacob Buccini, the contractor for the new residence, explained that he thought the trees were marked for removal on the plans and it was a misunderstanding or misinterpretation of the approved plans. However, after discussions with the El Dorado County inspector, TRPA is confident that the El Dorado

County inspector was clear at the time of pre-grade about which trees were allowed to be removed and which trees needed additional approval from TRPA. The Settling Parties have taken full responsibility for the unauthorized activities and have agreed to a settlement where they will plant six mature 10-15 foot native conifers in TRPA approved locations and pay a penalty of \$24,000 to TRPA.

Regional Plan Compliance:

The Tahoe Regional Planning Compact Article VI (k), Compliance, provides for enforcement and substantial penalties for violations of TRPA ordinances or regulations. The proposed resolution complies with all requirements of the TRPA Goals and Policies, Plan Area Statements, and Code of Ordinances.

Contact Information:

For questions regarding this agenda item, please contact Steve Sweet, Code Compliance Program Manager, at (775) 589-5250 or ssweet@trpa.gov.

Attachments:

- A. Settlement Agreement

Attachment A

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between Jacob Buccini, Natalie Buccini, Thomas Peabody, and the Tahoe Regional Planning Agency (“TRPA”). Jacob Buccini, Natalie Buccini, and Thomas Peabody are collectively referred to as the “Settling Parties.” This Settlement Agreement represents the full and complete compromise and settlement of certain violations alleged by TRPA, as described below:

In October 2022, The Tahoe Regional Planning Agency (TRPA) inspected the single-family dwelling construction project located at 1540 Cherry Hills Circle, El Dorado County, CA, Assessor’s Parcel Number 033-292-011 (“Buccini/Peabody Property”) and found that the following violations of the TRPA Code of Ordinances had occurred:

1. TRPA Code Section 33.6.1: Vegetation shall not be disturbed, injured, or removed except in accordance with the Code or conditions of project approval during construction. All trees, major roots, and other vegetation, not specifically designated and approved for removal in connection with a project shall be protected according to methods approved by TRPA. *Six trees removed without approval or authorization outside of building envelope.*
2. TRPA Code Section 33.6.10: All trees designated to be retained during construction shall be protected as follows: Fencing shall be placed no closer than the dripline of the tree(s)...No material or equipment shall enter or be placed in the areas protected by fencing or outside the construction areas. *Trees which were to remain onsite were removed without authorization or approval.*
3. TRPA Code Section 36.12: The area of disturbance during construction of a structure shall be limited to the area between the footprint of the building and the public road. For the remainder of the site the disturbance area shall not exceed 12 feet from the footprint of the structure. *Area outside of the project area used as staging area without authorization or approval.*
4. TRPA Code Section 61.1.5: The cutting, moving, removing, killing, or materially damaging of live trees, and the attachment of appurtenances to trees, shall comply with this subsection. *Trees removed without authorization or approval.*

Settling Parties does not acknowledge any responsibility for the violations alleged, but is willing to enter into this Agreement as a compromise of all claims by CTC and TRPA. This Settlement Agreement is conditioned upon approval by the TRPA Governing Board. Execution of the Agreement prior to Board action shall not be binding on either party in the event that the Board does not authorize settlement on the terms set forth below:

In order to fully resolve the matter, the parties hereby agree as follows:

1. The Settling Parties shall pay TRPA \$24,000 within 30 days of Governing Board approval of this Settlement Agreement.
2. The Settling Parties shall restore the subject property by planting six 10-15 foot tall native conifers on the Buccini/Peabody Property in areas approved by TRPA. The trees shall be planted in the spring of 2023 prior to the main construction of the house to ensure proper access around the property during planting. The trees shall be irrigated to ensure their survival. If any of the six trees die within 5 years from planting, a new tree shall be planted to replace the dead tree. A tree permit will be required for the removal of any of the six trees no matter the size of the tree.
3. If Settling Parties fail to comply with any of the actions required by this Settlement Agreement, the Settling Parties confess to judgment against them and in favor of TRPA in the amount of \$48,000 (payable immediately) and an injunction to enforce the terms of this Settlement Agreement. The Settling Parties also agree to pay all reasonable attorney fees and costs associated with collecting the increased settlement of \$48,000. Notwithstanding the foregoing, the confession of judgment shall not be filed unless TRPA has provided the Settling Parties with written notice of default and notice to cure such default within ten days of the date of written notice. If the default has not been cured by that time, TRPA may file the confession of judgment.
4. Once the Settling Parties have fully complied with all of the terms herein, TRPA shall release the Settling Parties of all claims arising out of their failure to follow TRPA procedures during the activities described in this Settlement Agreement.

The Settling Parties have read this Settlement Agreement and understand all of its terms. The Settling Parties have executed this Settlement Agreement after opportunity to review the terms with an attorney and acknowledge that the above-described activities constitute a violation of TRPA regulations. The Settling Parties agree to comply with all applicable TRPA requirements in the future.

Signed:

Jacob Buccini

Date

Natalie Buccini

Date

Thomas Peabody

Date

Julie Regan, Executive Director
Tahoe Regional Planning Agency

Date