

UNITED STATES OF AMERICA  
OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION

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SECRETARY OF LABOR,	)	
United States Department of Labor,	)	
	)	
Complainant,	)	
	)	
v.	)	OSHRC Docket No.
	)	19-0894
NORTHRIDGE CONSTRUCTION, CORP.,	)	
	)	
Respondent.	)	
	)	
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STIPULATED SETTLEMENT AGREEMENT

Based upon the following recital, the Complainant and the Respondent herein agree to the following as a conclusion of this matter:

1) The Complainant hereby amends the notifications of proposed penalties set forth in the Citation and Complaint to amend the total proposed penalty to \$144,000, to be apportioned as follows:

Citation & Item	Original Proposed Penalty	Amended Proposed Penalty
Citation 1, Item 1	\$10,210	\$6,126
Citation 1, Item 2a	\$10,210	\$6,126
Citation 1, Item 2b	\$0	\$0
Citation 2, Item 1	\$102,100	\$65,874
Citation 2, Item 2a	\$102,100	\$65,874
Citation 2, Item 2b	\$0	\$0
<b>Total:</b>	<b>\$224,620</b>	<b>\$144,000</b>

- 2) Respondent affirmatively states:
- (i) All citation items have been abated, and

(ii) It will comply in the future with the Occupational Safety and Health Act.

3) Respondent agrees to implement the following additional abatement measures:

(a) For any construction company of which Tim Kaywood is an owner, officer, manager, or field supervisor, including but not limited to NR Carpentry Inc., Seacrest Carpentry Corp., Northridge Home Building Corp., and NRG Carpentry Corp (each and all of which will be referred to hereinafter as "the company"):

(i) The company will consent to entry by OSHA at all worksites.

(ii) For any jobs to be performed directly by employees of the company:

(1) The company will perform a pre-job hazard assessment for each job, and train site employees on the results of the assessment.

(2) The company will designate a site safety competent person who will conduct a safety inspection at least daily using a company inspection check-list.

(3) The company will ensure that the site foreman has completed OSHA-30 training and that the site employees have received OSHA-10 training. If the foreman or site employees have not completed such training, the company will provide the training.

(b) For any jobs to be performed by a subcontractor of the company:

(i) The company will require each subcontractor to have a written site-specific safety plan and/or a pre-job hazard assessment before starting work, and to train the subcontractor's employees on the plan/assessment.

(ii) The company will require each subcontractor to designate a site safety competent person(s) who will perform a safety inspection of the subcontractor's work area(s) at least daily.

(c) Upon execution of this agreement, NR Carpentry, Inc. will provide written notification to OSHA of the location and expected start and end date of its next job in which its employees will be expected to perform work at heights of six (6) feet or more. If such a job is currently in progress, NR Carpentry, Inc., will provide written notice of it within (5) five days of executing this agreement. Otherwise, notice is due within (5) five days of NR Carpentry, Inc., scheduling such a job.

4) Citation 2 is hereby amended to include the terms of Paragraphs 3 of this Settlement Agreement as required abatement of the underlying conditions referred to in Citation 2.

5) Respondent will pay the amended proposed penalty of \$144,000 in thirty-six (36) monthly installment payments over a three-year period. Monthly installment payments will be due on the first day of each month. The first installment payment is due March 1, 2024, and the final installment payment is due February 4, 2027. All installment payments will be in the amount of \$4,000. The preferred method of payment is via [www.Pay.gov](http://www.Pay.gov). The direct link to make a payment is:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334>. In the alternative, Respondent may also make payment by forwarding a check made payable to "Occupational Safety and Health-Labor" in that amount to the following address: U.S. Department of Labor, Occupational Safety and Health Administration, Long Island Area Office, 1400 Old Country Road, Suite 208, Westbury, NY 11590.


6) A fifteen (15) calendar day grace period is allowed for each monthly payment set forth in Paragraph 5 above. If Respondent fails to make any monthly payment before expiration of the fifteen (15) day grace period, then the entire remaining balance of \$144,000 will become due immediately.


7) Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8) Respondent withdraws its notice of contest in this matter and agrees that the citations and penalties (as set forth and amended herein by this Stipulated Settlement Agreement) shall become a final order of the Commission on the same date that the Order Terminating Proceeding becomes a final order, as set forth in the Notice of Docketing issued by the Executive Secretary of the Commission.

Date: 2.26.24

EXECUTED BY:

  
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