



FILED

Sep 27, 2024

10:01 am

U.S. EPA REGION 5
HEARING CLERK

ESA NO: EPA-5-24-CAA-ESA-16

Docket No: CAA-05-2024-0061

Issued to: Ursa Truck & Trailer Repair, LLC

Address: 833 County Road 2100 N, Ursa, Illinois 62376

for violations of the Mobile Source Requirements under Section 203(a)(3) of the Clean Air Act.

EXPEDITED SETTLEMENT AGREEMENT

The United States Environmental Protection Agency, Region 5 (EPA), and Ursa Truck & Trailer Repair, LLC (Respondent), have agreed to enter into this Clean Air Act (CAA) Vehicle and Engine Expedited Settlement Agreement (Agreement) in order to settle the civil violations discovered as a result of EPA's investigation and the alleged violations identified in Table 1, below.

ALLEGED VIOLATIONS

On May 30, 2024, EPA issued an Information Request under Section 208 of the CAA to determine the Respondent's compliance with Section 203(a)(3) of the CAA. Section 203(a)(3)(A) of the CAA, 42 U.S.C. § 7522(a)(3)(A), prohibits "any person to [knowingly] remove or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with regulations under [Title II of the CAA]. This is also referred to as "tampering." Section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), prohibits the act of (or the causing thereof) "manufactur[ing] or sell[ing], or offer[ing] to sell, or install[ing], any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with regulations under [Title II of the CAA]." These parts or components are also referred to as "defeat devices."

Based on the documents submitted by Respondent, EPA has determined that Respondent has tampered with and/or sold, offered to sell, and/or installed defeat devices for the certified vehicles/engines listed in Table 1 below:

Table 1: List of Tampered Motor Vehicles/Engine

Date	Invoice #	Make	Model	Engine	Tampered Emission Parts or Components
2/06/22	19598	Kenworth	T680	Paccar	ECM programming
9/12/22	20533	Mack	CHU613	Mack	ECM programming
10/08/22	20702	Kenworth	T660	Cummins	ECM programming

11/16/22	20891	Kenworth	Unknown	Cummins	ECM programming, manifold replacement
4/18/23	21497	Unknown	Unknown	Cummins	ECM programming; turbo replacement; manifold replacement
May 2023	21588	Unknown	Unknown	Paccar	ECM programming
7/26/23	21890	Pro-star	Unknown	Cummins	ECM programming; turbo replacement; manifold replacement
Aug 2023	21980	Kenworth	Unknown	Cummins	ECM programming; turbo replacement; manifold replacement
Aug 2023	22055	FLD box truck	Unknown	Cummins	ECM programming
Mar 2024	23094	Unknown	Unknown	Cummins	ECM programming; turbo replacement; manifold replacement
2/13/24	23151	Unknown	Unknown	Cummins	ECM programming

REQUIRED REMEDIATION

By signing this ESA, Respondent certifies and affirms that:

1. They will no longer purchase, lease, or operate tampered vehicles and engines.
2. They have ceased and will refrain from removing or rendering inoperative any emissions control device or element of design installed on or in a vehicle or engine regulated by EPA (tampering);
3. They have ceased and will refrain from manufacturing, selling, offering to sell, or installing any part or component that bypasses, defeats, or renders inoperative any device or element of design installed on or in a vehicle or engine regulated by EPA (defeat devices);
4. They have removed all tampered vehicles and engines owned or operated by Respondent from service and have either:
 - a. permanently disabled (by cutting a 3-inch hole in the engine block) and scrapped the tampered vehicle; or
 - b. fully returned the tampered vehicle to stock condition (i.e. all OEM emission controls reinstalled, including DPF, SCR, and EGR, and the ECM flashed to factory configurations);
5. They have permanently destroyed or returned to the manufacturer all defeat devices in their inventory and/or possession; and
6. They have removed from their webpages and social media platform(s) all advertisements, photos, videos, and information that relate to performing tampering and/or manufacturing, selling, offering to sell, and/or installing defeat devices except advertisements, photos, videos, or information relating to how to comply with the CAA.

SETTLEMENT

In consideration of Respondents' size of business, its full compliance history, its good faith efforts to comply, other factors as justice may require, and upon consideration of the entire record, the parties enter into this ESA in order to resolve any civil penalties for these alleged violations for the total penalty amount of **\$20,000**.

This settlement is subject to the following terms and conditions:

By signing below, Respondent consent to, and is bound by, the terms and conditions of this ESA, including the assessment of the civil penalty and required remediation set forth above. Respondent admits the jurisdictional allegations in the ESA and waives any objections that it may have regarding jurisdiction. Respondent waives its right to contest the specific factual allegations contained herein, and neither admits nor denies these specific factual allegations. Respondent acknowledges that it has the right to request a hearing on any material fact, or on the appropriateness of the penalty, but Respondent waives its rights to such a hearing. Respondent also waives its right to appeal this ESA.

Respondent certifies, subject to civil and criminal penalties for making a false submission to the United States Government, that Respondent has corrected the violations set forth in this ESA, and has made payment specified above by either of the two following methods:

Payment method 1 – Preferred (electronic): Pay online through the Department of the Treasury using www.pay.gov. In the Search Public Form field, enter "SFO 1.1", click "EPA Miscellaneous Payments - Cincinnati Finance Center" and complete the SFO Form Number 1.1. The payment shall be identified in the online system with the ESA Number listed below.

On the same day, after submitting your payment, send an email to cinwd_acctsreceivable@epa.gov and the EPA contact email address noted below. Include in the subject line: "Payment Confirmation for Ursa Truck & Trailer Repair. ESA Number EPA-5-24-CAA-ESA-16." Attach a copy of the ESA and your payment receipt to the email.

Payment method 2 (check): Mail, via CERTIFIED MAIL or private carrier, a certified check payable to the United States of America marked with "Ursa Truck & Trailer Repair.", and the ESA Number listed below, with a copy of the ESA to:

U. S. Environmental Protection Agency
Government Lockbox 979078
3180 Rider Trail S.
Earth City, Missouri 63045
Attn: ESA Number EPA-5-24-CAA-ESA-16

On the same day, notice of payment must be sent by email to:

Ethan Chatfield
Air Enforcement and Compliance Assurance Branch
U.S. Environmental Protection Agency, Region 5
chatfield.ethan@epa.gov

Air Enforcement and Compliance Assurance Branch
U.S. Environmental Protection Agency, Region 5
r5airenforcement@epa.gov

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 5
r5hearingclerk@epa.gov

Upon Respondent's submission of the signed original ESA, Respondent's liability is resolved only for any federal civil penalties due as a result of the facts and violations alleged in this ESA. This ESA and Respondent's full payment of the civil penalty set forth herein, do not affect the right of EPA to pursue appropriate injunctive, other equitable relief, or criminal sanctions for any violations of law. EPA also does not waive any enforcement authority for any other violation of the CAA or any other statute. The issuance of the ESA does not waive, extinguish, or otherwise affect Respondents' duty to comply with the CAA, the regulations promulgated thereunder, or any other applicable law or requirement.

If the signed original ESA with proof of payment is not returned to the EPA Region 5 office at the above emails in correct form by Respondent within 30 days of the date of Respondent's receipt of this ESA (60 days if an extension is granted), the proposed ESA is withdrawn, without prejudice to EPA's ability to file an enforcement action for the violations identified in this ESA.

This ESA is binding on the Parties signing below.

Each Party to this action shall bear its own costs and fees, if any.

FOR RESPONDENT:

Signature: Kasey Cornwell Date: 9/24/24

Name (print): Kasey Cornwell

Title (print): manager

Tax Identification number: 26-3967923

Respondent: Ursa Truck & Trailer Repair, LLC.

FOR COMPLAINANT:

Michael D. Harris, Director
Enforcement and Compliance Assurance Division