

FILED

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U.S. EPA REGION 8
HEARING CLERK

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

IN THE MATTER OF:

Amrize Cement Inc.,
Respondent

CONSENT AGREEMENT

Docket No. CWA-08-2026-0002

I. INTRODUCTION

1. This is an administrative penalty assessment proceeding pursuant to sections 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules of Practice), as codified at 40 C.F.R. part 22.
2. The parties to this proceeding are the undersigned U.S. Environmental Protection Agency (EPA) official (Complainant) and Amrize Cement Inc.¹ (Respondent).
3. The parties, having agreed settlement of this action is in the public interest, consent to the entry of this consent agreement (Agreement) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Agreement.

II. JURISDICTION

4. This Agreement is issued under the authority of section 309(g) of the Clean Water Act (Act), 33 U.S.C. § 1319(g).
5. This proceeding is subject to the Consolidated Rules of Practice, under which a proceeding may be simultaneously commenced and concluded by a final order from a Regional Judicial Officer or Regional Administrator ratifying a consent agreement. 40 C.F.R. § 22.13(b), 22.18(b), 22.4(b).

¹ Amrize Cement Inc. is formerly known as Holcim (US) Inc. Amrize Ltd. was created through a 100% spin-off of Holcim Ltd.'s North American operations on June 23, 2025, and existing business entities amended their names to be consistent with the new Amrize branding.

6. The State of Colorado has been provided an opportunity to consult with the EPA regarding this matter in accordance with the requirements of 40 C.F.R. § 22.38(b) and section 309(g)(1) of the Act, 33 U.S.C. § 1319(g)(1).

III. GOVERNING LAW

Pollutant Discharge Prohibition

7. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the “discharge of any pollutant by any person,” to waters of the United States, except, *inter alia*, in compliance with a National Pollutant Discharge Elimination System (NPDES) permit issued by the EPA or an authorized state pursuant to section 402 of the Act, 33 U.S.C. § 1342.
8. Under section 402(a) of the Act, 33 U.S.C. § 1342(a), the EPA may issue NPDES permits that authorize discharges of pollutants into waters of the United States, subject to conditions and limitations set forth in such permits.
9. A state may establish its own NPDES program and, after receiving EPA approval, issue NPDES permits. 33 U.S.C. § 1342(b). The State of Colorado has been authorized to administer the NPDES program in Colorado since March 27, 1975. 40 Fed. Reg. 16713 (April 14, 1975).
10. Section 402(a)(2) of the Act, 33 U.S.C. § 1342(a)(2), directs the regulatory authority to prescribe conditions and limitations, including effluent limitations, for NPDES permits to assure compliance with the requirements of the Act. 33 U.S.C. § 1342(a)(2); *see also* 33 U.S.C. § 1311.
11. Effluent limitations, as defined in section 502(11) of the Act, 33 U.S.C. § 1362(11), are restrictions on quantity, rate, and concentration of chemical, physical, biological, and other constituents that are discharged from point sources.

Clean Water Act: NPDES Stormwater Discharge Program

12. Stormwater runoff is generated when precipitation from rain and snowmelt events flows over land or impervious surfaces and does not percolate into the ground. As the runoff flows over land or impervious surfaces (e.g., paved streets, parking lots, and building rooftops), it accumulates debris, chemicals, sediment, or other pollutants that can adversely affect water quality, erode streambanks, destroy needed habitat for fish and other aquatic life, and make it more difficult and expensive for downstream users to effectively use the water.
13. “Stormwater” is defined as “storm water runoff, snow melt runoff, and surface runoff and drainage.” 40 C.F.R. § 122.26(b)(13).

14. Section 402(p) of the Act, 33 U.S.C. § 1342(p), and 40 C.F.R. § 122.26 provide that facilities with discharges of stormwater associated with industrial activity are subject to NPDES permitting requirements under section 402(a) of the Act, 33 U.S.C. § 1342(a).
15. EPA regulations define “storm water discharge associated with industrial activity” to mean the “discharge from any conveyance that is used for collecting and conveying storm water and that is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant,” and includes stormwater discharges from industrial plant yards; material handling sites; and sites used for residual treatment, storage, or disposal. 40 C.F.R. § 122.26(b)(14).

Enforcement

16. Any person who discharges a pollutant to navigable waters without a permit in violation of section 301(a) of the Act, 33 U.S.C. § 1311(a), may be assessed an administrative civil penalty by the EPA, according to section 309(g)(1) of the Act, 33 U.S.C. § 1319(g)(1). As adjusted for inflation pursuant to 40 C.F.R. part 19, the maximum administrative class II penalty under section 309 of the Act for violations occurring after November 2, 2015, when penalties are assessed on or after January 8, 2025, is \$27,378 per day for each day during which the violation continues, with a maximum of \$342,218. See 90 Fed. Reg. 1375, 1377 (January 8, 2025)

IV. ALLEGATIONS OF FACT AND LAW

The following allegations apply at all times relevant to this Agreement:

17. Respondent is a Delaware corporation. Its registered agent for service of process in Colorado is CT Corporation System located at 7700 East Arapahoe Road, Suite 220, Centennial, Colorado, 80112.
18. Respondent is a “person” for purposes of section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.
19. Respondent owns and/or operates the Amrize Portland Plant located at 3500 State Highway 120 in Florence, Colorado (the Facility).
20. Respondent is authorized to discharge from the Facility into the Arkansas River under individual NPDES permit no. CO0000671 and general NPDES permit No. COR900000 and Certification No. COR900923, (together, the NPDES Permits), under the conditions specified in the NPDES Permits.

21. The Arkansas River is a traditional navigable water. It is an interstate water that originates in Colorado and flows into Nebraska. It is also a perennial stream that is navigable-in-fact.
22. The Arkansas River is a “water of the United States” within the meaning of section 502(7) of the Act, 33 U.S.C. § 1362(7), 40 C.F.R. §§ 122.2 (1993) and 232.2 (1993). The Arkansas River is also “State waters” within the meaning of Colo. Rev. Stat. § 25-8-103(19) and the NPDES Permits.
23. The Arkansas River is a relatively permanent water that constitutes “navigable waters” as defined in section 502(7) of the Act, 33 U.S.C. § 1362(7).
24. Bear Creek is a tributary to the Arkansas River and is a relatively permanent water and is a “water of the United States” within the meaning of section 502(7) of the Act, 33 U.S.C. § 1362(7), 40 C.F.R. §§ 122.2 (1993) and 232.2 (1993).
25. On September 9-12, 2024, the EPA conducted a compliance evaluation inspection (Inspection) of the Facility pursuant to section 308(a) of the Act, 33 U.S.C. § 1318(a), to evaluate Respondent’s compliance with the Act and the NPDES Permits. During the Inspection, or shortly thereafter, the EPA reviewed Respondents’ records and obtained copies of documents related to the Facility.
26. The EPA sent Respondent an inspection report on November 12, 2024. Respondent provided a response to the inspection report on November 14, 2024.
27. NPDES permit no. CO0000671 contains numeric effluent limitations on discharges of certain pollutants in wastewater, including:
 - a. At Outfall 002-A, a limit of 45 milligrams per liter (mg/L) of Total Suspended Solids (TSS) for the 7-day average.
 - b. At Outfall 002-A, a limit of 30 mg/L of TSS for the 30-day average.
 - c. At Outfall 002-A, a limit of 9 standard units (SU) of pH for the daily maximum.
 - d. At Outfall 003-A, a limit of 0.15 million gallons per day (MGD) for Effluent Flow for the 30-day average.
 - e. At Outfall 003-A, a requirement of greater than or equal to 100 for LC50 Static² 96 Hr Acute *Pimephales promelas*.

² The NPDES Permits erroneously use the term “Statre” instead of “Static.”

- f. At Outfall 003-A, a requirement of greater than or equal to 100 for LC50 Static 48 Hr Acute *Ceriodaphnia dubia*.
- 28. NPDES permit no. CO0000671 requires Respondent to submit discharge monitoring reports (DMRs) on a monthly basis. DMRs are reports certified by Respondent that provide the results of discharge monitoring required by NPDES permit no CO0000671.

V. ALLEGED VIOLATIONS OF LAW

The Complainant alleges the following violations:

Count 1: Unauthorized Discharges in Violation of 33 U.S.C. § 1311(a)

- 29. NPDES permit no. CO0000671, Part I.A., states that any discharge (stormwater or wastewater) to waters of the State from a point source other than specifically authorized by the permit is prohibited.
- 30. At the time of the Inspection of the Facility, the EPA observed that ground water seepage and runoff collected from upstream of the Facility's quarry was being collected in a "diversion pond" and then pumped and discharged to Bear Creek.
- 31. The groundwater and collected runoff contains "pollutants" within the meaning of section 502(6) of the Act, 33 U.S.C. § 1362(6).
- 32. The pump to Bear Creek is a discernible, confined, and discrete conveyance and is, therefore, a "point source" within the meaning of section 502(14) of the Act, 33 U.S.C. § 1362(14).
- 33. Respondent's NPDES permit no. CO0000671 was modified on November 30, 2022 (and effective January 1, 2023), to authorize a relocated Outfall 011A to discharge quarry pit dewatering and comingled stormwater to the Arkansas River.
- 34. The discharge into Bear Creek observed during the Inspection was not through relocated Outfall 011A or any other outfall authorized by NPDES permit no. CO0000671.
- 35. From January 1, 2023, through September 12, 2024 (the last day of the Inspection), each unauthorized discharge of pollutants described in paragraph 30 was a violation of NPDES permit no. CO0000671, and section 301(a) of the Act, 33 U.S.C. § 1311(a).

Count 2: Discharge of Pollutants in Violation of NPDES Permit No. CO0000671

36. TSS, aluminum, pH and acute toxicity are “pollutants” within the meaning of section 502(6) of the Act, 33 U.S.C. § 1362(6).
37. The outfalls, including Outfall 002-A and Outfall 003-A, permitted by NPDES permit no. CO0000671 at the Facility are discernible, confined, and discrete conveyances and are, therefore, “point sources” within the meaning of section 502(14) of the Act, 33 U.S.C. § 1362(14).
38. Based on DMRs submitted by Respondent to the Colorado Department of Public Health and Environment (CDPHE), Respondent discharged pollutants from permitted outfalls at the Facility in excess of NPDES permit no. CO0000671’s effluent limitations on nine occasions from May 2021 to December 2024, as follows:
 - a. For the monitoring period ending May 31, 2021, Respondent reported a 7-day average of TSS of 155 mg/L at Outfall 002-A.
 - b. For the monitoring period ending May 31, 2021, Respondent reported a 30-day average of TSS of 155 mg/L at Outfall 002-A.
 - c. For the monitoring period ending August 31, 2022, Respondent reported a 7-day average of TSS of 45.6 mg/L at Outfall 002-A.
 - d. For the monitoring period ending August 31, 2022, Respondent reported a 30-day average of TSS of 45.6 mg/L at Outfall 002-A.
 - e. For the monitoring period ending May 31, 2023, Respondent reported a maximum of pH of 9.7 SU at Outfall 002-A.
 - f. For the monitoring period ending May 31, 2023, Respondent reported a 7-day average of TSS of 558 mg/L at Outfall 002-A.
 - g. For the monitoring period ending May 31, 2023, Respondent reported a 30-day average of TSS of 558 mg/L at Outfall 002-A.
 - h. For the monitoring period ending June 30, 2024, Respondent reported a value of 0.342 MGD for Effluent Flow at Outfall 003-A.
 - i. For the monitoring period ending December 31, 2024, Respondent reported a value of 40 for LC50 Static 96 Hr Acute *Pimephales promelas* at Outfall 003-A.
 - j. For the monitoring period ending December 31, 2024, Respondent reported a value of 0 for LC50 Static 48 Hr Acute *Ceriodaphnia dubia* at Outfall 003-A.

39. Each discharge of pollutants described in paragraph 38 is a violation of NPDES permit no. CO0000671 and sections 301(a) and 402 of the Act, 33 U.S.C. §§ 1311(a) and 1342.

Count 3: Violations of NPDES Permit No. CO0000671 Requirements

40. NPDES permit no. CO0000671, Part I.B.1., requires proper operation and maintenance of all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of the permit.
41. At the time of the Inspection, the EPA inspector observed improper operation and maintenance as follows:
 - a. The tank used for primary treatment at the Wastewater Treatment Plant was full of vegetation and in disrepair with signs of severe corrosion.
 - b. The trickling filter rotary distributor arm in the Wastewater Treatment Plant did not rotate as designed, and the wastewater was not distributed evenly across the media. There was also vegetation growing in the trickling filter.
 - c. The parshall flume used to monitor flow from Outfall 003 was covered with vegetation.
 - d. The concrete-lined scrubber pond was full of algae and the pond was at a high level with very little freeboard.
42. Respondent reported to the EPA that it completed corrective actions to address the operation and maintenance issues listed in paragraph 41 on April 2, 2025, January 10, 2025, September 15, 2024, and December 5, 2024, respectively.
43. Respondent's failure to properly operate and maintain all facilities and systems of treatment and control as described in paragraph 41 between September 9, 2024 and the corrective action dates listed in paragraph 42, is a violation of NPDES permit no. CO0000671.

Count 4: Failure to Sample in Accordance with NPDES Permit No. CO0000671

44. NPDES permit no. CO0000671, Part 1.C.1., states that monitoring is required at Outfall 009A when there is a discharge to a state water from Outfall 002 or 003.
45. In May 2021, August 2022, November 2022, May 2023, October 2023, June 2024, and October 2024, Respondent discharged from Outfall 002 or Outfall 003 but did not perform sampling at Outfall 009.

46. Each failure to sample Outfall 009 described in paragraph 45 is a violation of NPDES permit no. CO0000671.

Count 5: Failure to Implement the Stormwater Management Plan in Accordance with NPDES Permit No. COR900000

47. NPDES permit no. COR900000, Part 1.F, requires Respondent to implement stormwater practice-based limitations, including spill prevention and response procedures, like minimizing the potential for leaks, spills, and other releases that may be exposed to stormwater and to develop plans for effective response to such potential spills. At a minimum, the spill prevention and response procedures must include:

- a. Procedures for regularly inspecting, testing, maintaining, and repairing all industrial equipment and systems to avoid situations that may result in leaks, spills, and other releases of pollutants in stormwater discharged to receiving waters.
- b. Procedures for plainly labeling containers that could be susceptible to spillage or leakage to encourage proper handling and facilitate rapid response if spills or leaks occur.
- c. Preventative measures such as barriers between material storage and traffic areas, secondary containment provisions, or procedures for material storage and handling.

48. At the time of the EPA Inspection, the EPA inspector observed improperly labeled containers that were susceptible to spillage or leakage. The inspector also observed that Respondent was not implementing preventative measures such as barriers or secondary containment for material storage and handling.

49. Respondent reported to the EPA that it completed corrective actions to address the stormwater management issues listed in paragraph 48 in November 2024.

50. Respondent's failure to properly implement stormwater management as described in paragraph 48 between September 2024 and November 2024 is a violation of NPDES permit no. CO0000671.

VI. TERMS OF CONSENT AGREEMENT

51. For the purpose of this proceeding, Respondent, by signing this Agreement:

- a. admits the jurisdictional allegations in section II of this Agreement;

- b. neither admits nor denies the factual allegations in sections IV and V of this Agreement;
- c. consents to the assessment of a civil penalty as stated below;
- d. acknowledges this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- e. waives any and all available rights to judicial or administrative review or other remedies Respondent may have, with respect to any issue of fact or law or any terms and conditions set forth in this Agreement, including any right of judicial review under the Administrative Procedure Act, 5 U.S.C. §§ 701–706;
- f. waives any rights it may possess at law or in equity to challenge the authority of EPA to bring a civil action in a United States District Court to compel compliance with the Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action; and
- g. waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

52. This Agreement applies to Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns. Respondent must give written notice and a copy of this Agreement to any successors in interest prior to any transfer of any interest in the Facility occurring prior to payment in full of the penalty referenced below. Any change in ownership or control of Respondent, including but not limited to any transfer of assets or real or personal property, shall not alter Respondent's responsibilities under this Agreement.

53. By signing this Agreement, Respondent acknowledges that this Agreement will be available to the public and agrees that this Agreement does not contain any confidential business information or personally identifiable information.

54. The undersigned representative of Respondent certifies he or she is fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.

55. The parties agree that this Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on the parties individually

as fully and completely as if the parties had signed one single instrument, so that the rights and liabilities of the parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Agreement and any signature page may be transmitted electronically (e.g., a PDF file).

56. By signing this Agreement, both parties agree that each Party's obligations under this Agreement constitute sufficient consideration for the other Party's obligations.
57. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
58. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in this proceeding.

VII. CIVIL PENALTY

59. In determining the amount of the penalty to be assessed, the EPA considered the nature, circumstances, extent and gravity of the violations, and, with respect to the violator, ability to pay, any prior history of such violations, the degree of culpability, economic benefit or savings (if any) resulting from the violations, and such other matters as justice may require in accordance with section 309(g)(3) of the Act, 33 U.S.C. § 1319(g)(3).
60. Based on the allegations in sections IV and V above, and having considered the penalty assessment factors cited in paragraph 59, above, the Complainant has determined a civil penalty of **\$194,025** is appropriate to settle this proceeding.
61. **Penalty Payment.** Respondent agrees to:
 - a. pay a civil penalty in the amount of **\$194,025** (Penalty) within 30 calendar days after the date an executed version of the final order ratifying this Agreement is filed with the Regional Hearing Clerk (Filing Date), unless otherwise provided in that order;
 - b. pay the Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website <https://www.epa.gov/financial/makepayment>. For additional

instructions, see <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

- c. identify every payment with Respondent's name and the docket number that appears on the final order ratifying this Agreement,
- d. concurrently with any payment or within 24 hours after any payment, serve proof of such payment via electronic mail to each of the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 8
R8_Hearing_Clerk@epa.gov

and

Monica Crosby
Physical Scientist
U.S. Environmental Protection Agency, Region 8
Crosby.Monica@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

“Proof of payment” means confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate payment has been made according to EPA requirements, in the amount due, and identified with the docket number that appears on the final order ratifying this Agreement.

62. If Respondent fails to timely pay any portion of the Penalty assessed under this Agreement, the EPA may:
 - a. request the Attorney General bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses; and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
 - b. refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
 - c. collect the debt by administrative offset (i.e., the withholding of money

payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. part 13, subparts C and H; and

- d. suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.

63. Consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), Respondent will not deduct penalties paid under this Agreement for federal tax purposes.

64. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send to the Internal Revenue Service (IRS) annually, a completed IRS Form 1098-F (entitled "Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number (TIN), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. To provide EPA with sufficient information to enable it to fulfill these obligations, the EPA requires, and Respondent agrees, that:

- a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall certify on its completed IRS Form W-9 that this form includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center at Chalifoux.Jessica@epa.gov, no later than 30 days after the due date under paragraph 61, above, for payment of the Penalty, and EPA recommends encrypting IRS Form W-9 in email correspondence; and
- d. If Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's

Cincinnati Finance Center with Respondent's TIN, via email, within five days after Respondent's receipt of a TIN issued by the IRS.

VII. EFFECT OF CONSENT AGREEMENT

65. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Agreement resolves only Respondent's liability for federal civil penalties for the violations specifically alleged above.
66. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.
67. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act, any regulation, order, or permit issued pursuant to the Act, and any other federal, state, or local laws, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
68. Nothing herein shall be construed to limit the authority of the EPA to pursue injunctive or other equitable relief, or criminal sanctions, for any violations of law or to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
69. If the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, the EPA reserves any and all of its legal and equitable rights.
70. The parties consent to service of the Final Order approving this Consent Agreement by e-mail at the following valid e-mail addresses: Dean.Abigail@epa.gov (for Complainant), and paul.desantis@amrize.com (for Respondent).

VIII. PUBLIC NOTICE

71. The EPA will provide public notice of this Agreement and a reasonable opportunity to comment on the matter prior to submitting this Agreement to the Regional Judicial Officer or Regional Administrator for approval. The EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations indicating this Agreement is inappropriate, improper, or inadequate, or if a hearing is requested. 33 U.S.C. § 309(g)(4), 33 U.S.C. §§ 1319(g)(4), and 40 C.F.R. § 22.45.

IX. EFFECTIVE DATE

72. This Agreement and subsequently issued Final Order shall become effective on the date the final order is filed by the Hearing Clerk, on behalf of the Regional Judicial Officer.

The foregoing Consent Agreement In the Matter of Amrize Cement Inc. is hereby stipulated, agreed, and approved for entry.

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8

Date: _____

By: _____

Colleen Rathbone
Water Enforcement Branch Manager
Enforcement and Compliance
Assurance Division

Complainant

Date: 11/25/25

AMRIZE CEMENT INC.

By: _____

Marcelo Cisternino
Plant Manager
Respondent