

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
SUEZ North America Inc.) File No.: EB-IHD-21-00031774
SUEZ Water New York Inc.) Acct. No.: 02132080013
SUEZ Water New Jersey Inc.) FRNs: 0030269070; 0003483583;
) 0009351578
Holding Various Licenses in the Wireless Radio)
Services)

ORDER

Adopted: June 11, 2021

Released: June 11, 2021

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) and SUEZ North America Inc., SUEZ Water New York Inc., and SUEZ Water New Jersey Inc. (together, SUEZ or the Company), have entered into a Consent Decree to resolve its investigation into whether SUEZ violated section 310(d) of the Communications Act of 1934, as amended (Act),1 and sections 1.948 and 1.9020(i) of the Commission’s rules.2 These violations pertain to unauthorized transfers of control and assignments of licenses in the wireless radio service in connection with the Company’s acquisition of United Water Resources Inc., Heritage Hills Water Works Corp., and a spectrum manager lease from SUEZ Water Toms River, in a series of six substantial and seven pro forma transactions. To resolve this matter, SUEZ agrees to implement a compliance plan and pay a \$104,000 civil penalty. This action will reinforce the Commission’s commitment to ensuring that the transfer and assignment of wireless authorizations is limited to instances where there has been a prior determination that the transfer or assignment is in the public’s interest, convenience, and necessity.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest will be served by adopting the Consent Decree and terminating the referenced

1 47 U.S.C. § 310(b).

2 47 CFR §§ 1.948, 1.9020(i).

investigation regarding SUEZ's compliance with the Act³ and the Commission's rules⁴ pertaining to unauthorized transfers of control and assignments of licenses.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of SUEZ's basic qualifications to hold or obtain any Commission license or authorization.⁵

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act⁶ and the authority delegated by sections 0.111 and 0.311 of the Commission's rules,⁷ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be served via e-mail to Katherine M. Jensen, Corporate Attorney – Utility Operations, SUEZ North America Inc., at katherine.jensen@suez.com, Bryan N. Tramont, counsel for SUEZ North America Inc., at btramont@wbklaw.com and to Suzanne M. Tetreault, counsel for SUEZ North America Inc., at stetreault@wbklaw.com.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

³ 47 U.S.C. § 310(b).

⁴ 47 CFR § 1.948.

⁵ 47 CFR § 1.93(b).

⁶ 47 U.S.C. § 154(i).

⁷ 47 CFR §§ 0.111, 0.311.

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)	
SUEZ North America Inc.)	
SUEZ Water New York Inc.)	File No.: EB-IHD-21-00031774
SUEZ Water New Jersey Inc.)	CD Acct. No.: 202132080014
)	FRNs: 0030269070; 0003483583;
Holding Various Licenses in the Wireless Radio)	0009351578
Services)	
)	

CONSENT DECREE

1. The Enforcement Bureau and SUEZ North America Inc. (SUEZ North), SUEZ Water New York Inc. (SUEZ NY), and SUEZ Water New Jersey Inc. (SUEZ NJ) (together, SUEZ), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether SUEZ violated section 310(d) of the Communications Act of 1934, as amended (Act),¹ and sections 1.948 and 1.9020(i) of the Commission’s rules.² The violations pertain to unauthorized transfers of control and assignments of licenses in the wireless radio service through six substantial and seven pro forma transactions in connection with SUEZ North’s acquisition of United Water Resources Inc., SUEZ NY’s acquisition of Heritage Hills Water Works Corp. (Heritage), and SUEZ New Jersey’s acquisition of a spectrum manager lease from SUEZ Water Toms River Inc. (SUEZ Toms River). As set forth herein, to resolve this matter, SUEZ agrees to implement a compliance plan and to pay a \$104,000 civil penalty. This action will reinforce the Commission’s commitment to ensuring that the transfer and assignment of wireless authorizations is limited to instances where the Commission has determined that such a transfer or assignment is in the public’s interest, convenience, and necessity.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.³
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (d) “CD Acct No.” means account number 202132080014, associated with payment obligations described in Paragraph 24 of this Consent Decree.
 - (e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.

¹ 47 U.S.C. § 310(d).

² 47 CFR § 47 CFR §§ 1.948, 1.9020(i).

³ 47 U.S.C. § 151 *et seq.*

- (f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which SUEZ is subject by virtue of its business activities, including but not limited to, the Unauthorized Transfer Laws.
- (g) “Compliance Officer” means the individual designated at Paragraph 19 of this Consent Decree as the person responsible for administration of the Compliance Plan.
- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at Paragraph 20.
- (i) “Covered Employees” means all employees and agents of SUEZ who perform, supervise, oversee, or manage the performance of, duties that relate to SUEZ’s responsibilities under the Communications Laws, including the Unauthorized Transfer Laws.
- (j) “Effective Date” means the date by which both the Bureau and SUEZ have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) “Heritage” means Heritage Hills Water Works Corp.
- (l) “Investigation” means the investigation commenced by the Bureau in EB-IHD-21-00031774 regarding whether SUEZ violated the Unauthorized Transfer Laws.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by SUEZ to implement the Compliance Plan.
- (n) “Parties” means SUEZ North, SUEZ NY, SUEZ NJ, and the Bureau, each of which is a “Party.”
- (o) “Remedial Applications and Waiver Requests” means Applications for Transfer of Control, ULS File Nos. 0009332204, 0009332212, 0009332224, 0009332233 and 0009332236.
- (p) “Remedial Heritage Application and Waiver Request” means Application for Transfer of Control, ULS File No. 0009369986; Application for Special Temporary Authorization, ULS File No. 0009370046.
- (q) “Remedial Pro Forma Applications” means Applications for Transfer of Control, ULS File Nos. 0009336851, 0009336854, 0009336855, 0009336857, 0009336859, and 0009337386.
- (r) “Remedial Toms River Pro Forma Lease Application and Waiver Request” means Application for Transfer of Control, ULS File No. 0009381073.
- (s) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (t) “SUEZ” means SUEZ North America Inc. (SUEZ North), SUEZ Water New York Inc. (SUEZ NY), SUEZ Water New Jersey Inc. (SUEZ NJ), SUEZ Water Toms

River Inc. (SUEZ Toms River), and their affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

- (u) “SUEZ Letter” means the letter from Katherine M. Jensen, Corporate Attorney – Utility Operations, SUEZ North America Inc., to Christopher Sova, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, FCC (Jan. 13, 2021) (on file in File No. EB-IHD-21-00031775).
- (v) “ULS” means the Commission’s Universal Licensing System.
- (w) “Unauthorized Transfer Laws” means section 310(d) of the Act,⁴ section 1.9020(i) of the Rules,⁵ and section 1.948 of the Rules,⁶ pertaining to the unauthorized transfers of control and assignments of licenses.
- (x) “United Water” means United Water Resources Inc.
- (y) “Wireless Radio Services” means those radio services as defined in section 1.907 of the Rules.⁷

II. BACKGROUND

3. *Legal Framework.* The consent of the Commission is required prior to any transfer of control of a Commission permit or license. In this regard, section 310(d) of the Act provides that:

No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.⁸

4. Section 1.948 of the Rules similarly requires that applicants seek and receive Commission consent prior to the transfer of a licensee’s control or assignment of a Commission license.⁹ Section 1.948 of the Rules also provides that in the case of a transfer of control of a wireless license, the licensee must file FCC Form 603 to seek prior approval of the transfer.¹⁰

⁴ 47 U.S.C. § 310(d).

⁵ 47 CFR § 1.9020(i).

⁶ 47 CFR § 1.948.

⁷ 47 CFR § 1.907.

⁸ 47 U.S.C. § 310(d).

⁹ 47 CFR § 1.948.

¹⁰ *FCC Application for Assignments of Authorization or Transfer of Control: Wireless Telecommunications Bureau, Public Safety and Homeland Security Bureau*, FCC Form 603 (2016) (Form 603).

5. Section 1.9020(i) of the Rules requires that in the case of a pro forma assignment of a spectrum leasing arrangement, the licensee must file notification of the assignment with the Commission, using FCC Form 608, within 30 days after its completion.¹¹

6. *Factual Background.* SUEZ North is a wholly owned subsidiary of SUEZ S.A., a publicly traded company organized in France. SUEZ North is the majority shareholder of indirect subsidiaries SUEZ NY and SUEZ NJ. SUEZ North states that it supplies water and wastewater management services to municipalities and industry in the United States and Canada.¹²

7. On July 27, 2000, SUEZ North acquired United Water Resources Inc. (United Water), which held business radio and private microwave licenses. SUEZ North now reports that a recent internal review of its operations failed to confirm that it had obtained prior FCC approval for the wireless license transfers associated with the United Water acquisition. Additionally, SUEZ North states that its review also revealed that on December 2, 2002, it had consummated five pro forma transfers of control, and on January 1, 2019 it had consummated one pro forma assignment of radio assets, without obtaining the required prior Commission approvals.

8. On December 18, 2020, SUEZ North, through its counsel, self-reported the apparent unauthorized transfers to the Bureau. On that date, SUEZ North and SUEZ NY filed remedial applications with the Commission, seeking approval of the transfers associated with the United Water transaction.¹³ Those applications also included requests for waivers of section 1.948(a) of the Rules seeking approval of the transfer of control of the licenses on a *nunc pro tunc* basis, on the assumption that previous authorizations were never obtained.¹⁴

9. In addition, on December 18, 2020, SUEZ North and SUEZ NJ filed applications with the Commission seeking approval of the December 2, 2002 and January 1, 2019, pro forma transactions. The applications also included requests for waivers of section 1.948(a) of the Rules seeking approval of the transfers of control on a *nunc pro tunc* basis.¹⁵ In the applications, the company explains that on December 2, 2002, it inserted a new intermediate holding company between itself and its license holding subsidiaries as part of a corporate reorganization, and that due to inadvertent administrative oversight, it failed to seek prior approval for these pro forma transfers of control. SUEZ North states further that “[t]he parties regret this error which they now seek to remedy.”¹⁶ Further, SUEZ North explains that on January 1, 2019, its indirect subsidiary United Water Toms River merged into SUEZ NJ as part of a routine corporate reorganization, but that due to an inadvertent administrative oversight, SUEZ did not seek prior approval for this assignment either.¹⁷

¹¹ 47 CFR § 1.9020(i).

¹² SUEZ Letter.

¹³ *Id.* See also Remedial Applications and Waiver Requests.

¹⁴ See Remedial Applications and Waiver Requests at Exh. 1. In the applications, the company states that it is “unable to confirm that it obtained FCC consent for the transfer of control before the transaction closed, and therefore is seeking consent now, to the extent that such consent is, in fact, still necessary.” *Id.* SUEZ North reports that it could not locate documentation, either in its internal corporate records, or in the Commission’s Universal Licensing System, showing that Commission approval of the transfers of control had been previously sought. *Id.*

¹⁵ *Id.*

¹⁶ See Remedial Pro Forma Applications at Exh. 1.

¹⁷ See Application for Transfer of Control, ULS File No. 0009337386.

10. On January 14, 2021, SUEZ North, through its counsel, self-reported to the Bureau that on December 29, 2020, SUEZ NY acquired various assets from Heritage, including an FCC-issued business radio station license, without obtaining prior FCC approval. On that date, SUEZ NY filed a corrective application with the FCC seeking such approval for the transfer, and separately filed for special temporary authority to continue operating the subject facility on an interim basis.¹⁸ The application included a request for waiver of section 1.948(a) of the Rules seeking approval of the transfers of control on a *nunc pro tunc* basis. In its application, SUEZ NY states that Heritage did not disclose that the assets being sold included an FCC license, and that due to this oversight, approval for this transaction was neither sought nor obtained from the FCC. SUEZ NY states that “[t]he parties regret this error which they now seek to remedy.”¹⁹

11. Finally, on January 19, 2021 SUEZ NJ, through its counsel, self-reported to the Bureau that on January 1, 2019, SUEZ Toms River made a pro forma assignment of its spectrum leases for FCC licenses to SUEZ Water New Jersey without first obtaining prior FCC approval. On January 22, 2021, SUEZ Water New Jersey filed a remedial application seeking to transfer the leases and requesting Commission waiver of its oversight.²⁰

12. The Enforcement Bureau’s Investigation revealed that, in all, SUEZ North and its indirect subsidiaries completed six substantial transfers of control affecting thirty-seven licenses, and seven pro forma transfers of control affecting thirty-four licenses and a spectrum manager lease,²¹ without first obtaining prior Commission consent. Significantly, some of these transactions were consummated more than twenty years prior to the time SUEZ North filed the Remedial Applications and Waiver Requests.

13. To resolve the Bureau’s Investigation, the Parties now enter into this Consent Decree pursuant to which SUEZ shall develop and implement a compliance plan to ensure its future compliance with the Unauthorized Transfer Laws, and shall pay a civil monetary penalty.

III. TERMS OF AGREEMENT

14. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

15. **Jurisdiction.** SUEZ agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

¹⁸ See Remedial Heritage Application and Waiver Request.

¹⁹ See *id.* at Exh. 1.

²⁰ See SUEZ Water New Jersey Inc., Application for Transfer of Control, ULS File No. 0009381073 (pro forma transfer of spectrum manager lease for license from SUEZ Water Toms River Inc. to SUEZ Water New Jersey Inc.) (Remedial Toms River Pro Forma Lease Application and Waiver Request).

<http://appsint.fcc.gov/ULsApp/ApplicationSearch/applAdmin.jsp?applID=12494940#>

²¹ A substantial transfer of control is a transaction whereby controlling interest in the licensee shifts to a party whose qualifications have not yet been ascertained by the Commission. See *Questions and Answers Regarding Private Wireless Licensees’ Obligations Under Section 310(d) of the Communications Act of 1934*, Fact Sheet (Sept. 19, 2000), 2000 WL 1340584, at 2. By contrast, a pro forma transaction involves a non-substantial change in ownership of the license or the licensee entity where the controlling interest is not acquired or lost. See *id.* at 3.

16. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

17. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, SUEZ agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against SUEZ concerning the matters that were the subject of the Investigation, or to set for hearing the question of SUEZ's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations concerning those matters.²²

18. **Admission of Liability.** SUEZ admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of Paragraph 17 herein, that its actions described in Paragraphs 6 through 11 of this Consent Decree violated the Unauthorized Transfer Laws.

19. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, SUEZ shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that SUEZ complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Unauthorized Transfer Laws prior to assuming his/her duties.

20. **Compliance Plan.** For purposes of settling the matters set forth herein, SUEZ agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Unauthorized Transfer Laws, SUEZ will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, SUEZ shall establish Operating Procedures that all Covered Employees must follow to help ensure SUEZ's compliance with the Unauthorized Transfer Laws. SUEZ's Operating Procedures shall include internal procedures and policies specifically designed to ensure that SUEZ complies with the Unauthorized Transfer Laws. SUEZ shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Unauthorized Transfer Laws.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Unauthorized Transfer Laws and set forth the Operating Procedures that Covered Employees shall follow to help ensure SUEZ's compliance with the Unauthorized Transfer Laws.

²² See 47 CFR § 1.93(b).

SUEZ shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. SUEZ shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

- (c) **Compliance Training Program.** SUEZ shall establish and implement a Compliance Training Program on compliance with the Unauthorized Transfer Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of SUEZ's obligation to report any noncompliance with the Unauthorized Transfer Laws under Paragraph 21 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. SUEZ shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

21. **Reporting Noncompliance.** SUEZ shall report any noncompliance with the Unauthorized Transfer Laws and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that SUEZ has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that SUEZ has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, NE, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov and Gary Oshinsky at Gary.Oshinsky@fcc.gov.

22. **Compliance Reports.** SUEZ shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of SUEZ's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Unauthorized Transfer Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of SUEZ, stating that the Compliance Officer has personal knowledge that SUEZ: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in Paragraph 21 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the

Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.²³

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of SUEZ, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that SUEZ has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that SUEZ has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, NE, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Gary Oshinsky at Gary.Oshinsky@fcc.gov.

23. **Termination Date.** Unless stated otherwise, the requirements set forth in Paragraphs 19 through 22 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

24. **Civil Penalty.** SUEZ will pay a civil penalty to the United States Treasury in the amount of one hundred four thousand dollars (\$104,000) within thirty (30) calendar days of the Effective Date. SUEZ acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).²⁴ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. SUEZ shall send electronic notification of payment to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Gary Oshinsky at Gary.Oshinsky@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission’s Fee Filer (the Commission’s online payment system),²⁵ or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:²⁶

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment

²³ 47 CFR § 1.16.

²⁴ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²⁵ Payments made using the Commission’s Fee Filer system do not require the submission of an FCC Form 159.

²⁶ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).²⁷ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu, and select the bill number associated with the CD Acct. No. – the bill number is the CD Acct. No. with the first two digits excluded – and then choose the "Pay by Credit Card" option. IMPORTANT NOTE: there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu and then select the bill number associated with the CD Acct. No. – the bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 = FCC bill Number 12345678) – and choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

25. **Event of Default.** SUEZ agrees that an Event of Default shall occur upon the failure by SUEZ to pay the full amount of the Civil Penalty on or before the due date specified in this Consent Decree.

26. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by SUEZ.

27. **Waivers.** As of the Effective Date, SUEZ waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. SUEZ shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither SUEZ nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and SUEZ shall waive any statutory right to a trial *de novo*. SUEZ hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²⁸ relating to the matters addressed in this Consent Decree.

²⁷ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

²⁸ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

28. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

29. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

30. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which SUEZ does not expressly consent) that provision will be superseded by such Rule or order.

31. **Successors and Assigns.** SUEZ agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

32. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

33. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

34. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

35. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

36. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Andrienne Payson
Senior Vice President & General Counsel
SUEZ North America Inc.

Date

Christopher Graziano
Vice President & General Manager – New York
SUEZ Water New York Inc.

Date

Alan Weland
Vice President & General Manager – New Jersey
SUEZ Water New Jersey Inc.

Date