

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 06-996 (SDW)
 :
 v. : 18 U.S.C. §§ 666(a)(2),
 : 1341, 1346, 1512(c)(2),
 : 1952(a)(3) and 2
 STEVEN MEITERMAN, :
 BERNARD MEITERMAN and : S U P E R S E D I N G
 EDWARD KAY : I N D I C T M E N T

The Grand Jury, in and for the District of New Jersey,
sitting at Newark, charges that:

COUNTS 1 TO 8

(Scheme to Defraud the Public of C-1's Honest Services)

Defendants, Others and Entities

1. At all times relevant to Counts 1 to 8 of this
Indictment:

a. Defendant STEVEN MEITERMAN and his brother,
defendant BERNARD MEITERMAN, were developers in Marlboro
Township, New Jersey. Operating through various entities, such
as Meiterman Custom Built Homes, Meiterman Development Group, LLC
and Triangle Ridge at Marlboro, LLC, defendants STEVEN MEITERMAN
and BERNARD MEITERMAN constructed numerous large and smaller-
scale residential developments and some commercial buildings in
and around Marlboro. Defendant BERNARD MEITERMAN also was an
attorney-at-law licensed to practice in the State of New Jersey.

b. Defendant EDWARD KAY was a business partner and investor with defendants STEVEN MEITERMAN and BERNARD MEITERMAN in certain of their entities and development projects, including Meiterman Holdings, Meiterman Properties, Meiterman Commercial Properties, Triangle Ridge at Marlboro, LLC, and Southpoint Property Management. Defendant EDWARD KAY also assisted in conducting the bookkeeping for some of their projects, including Triangle Ridge at Marlboro, LLC, and was a signatory on the bank accounts of certain projects, including Triangle Ridge at Marlboro, LLC.

c. Meiterman Holdings, and certain other development projects were owned in equal parts by defendant STEVEN MEITERMAN, defendant BERNARD MEITERMAN in the name of another close family member and defendant EDWARD KAY.

d. There was an individual who was an architect located in Monmouth County, New Jersey ("the Architect"). The Architect worked on several development projects for defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY by consulting and preparing architectural plans for single-family and two-family units.

e. There was an individual who was a mason located in Monmouth County ("the Mason"). The Mason worked on several development projects for defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY, by providing masonry work for homes and

development projects.

f. The Western Monmouth Utilities Authority ("WMUA") was the sewer utility for several municipalities in the western part of Monmouth County, including all of Manalapan and Marlboro, and parts of Freehold and Englishtown. Developers needed WMUA approval in order to obtain municipal sewer service for their development properties and projects in those areas. The WMUA-governed municipal sewer service could be obtained for new developments by creating extensions to the development from the existing WMUA sewage pipelines, called the Wastewater Management Plan ("WMP") Service Area. Where a new development was outside of the WMP Service Area, obtaining municipal sewer service required first expanding the existing WMP Service Area and then obtaining extensions to the development from the WMP Service Area. Obtaining municipal sewer service for a development often greatly increased the value of, and a developer's potential revenue from, development projects and increased the viability of those projects.

2. From on or about January 28, 2002 to on or about September 21, 2006, Coschemer 1 ("C-1") served as the Executive Director of the WMUA. In this capacity, C-1 was responsible for, among other things, representing the WMUA in all dealings with developers and contractors. As the Executive Director of the WMUA, C-1 was a significant point of contact for developers who

wanted to obtain sewer services for new developments or projects. Among other things, C-1 would facilitate developers' efforts to obtain sewer extensions from the WMP Service Area. C-1 also would, on behalf of developers, seek the necessary approvals to expand the existing WMP Service Area, and was in a position to assist developers in obtaining sewer service for development projects beyond the existing WMP Service Area. C-1 also was responsible for setting the agendas for the WMUA's monthly workshop and public meetings. In this way, C-1 had control over which developers' applications would be considered and, if applicable, voted upon at each meeting. Through the exercise of this official power, among others, C-1 had an impact on the timing, progress and ultimate success of development projects that required WMUA sewer approvals.

3. From in or about 2002 to in or about 2005, C-1 was interested in making, and did make, significant improvements to his Marlboro home by, among other things, creating an addition to the back of his home (the "First C-1 Home Addition"). In or about 2005, C-1 sought to expand his Marlboro home further by planning another addition over his garage (the "Second C-1 Home Addition").

4. At all times relevant to Counts 1 to 8 of this Indictment, the WMUA and the citizens within its jurisdiction had an intangible right to the honest services of WMUA officials. As

a WMUA official, C-1 owed the WMUA and the citizens within its jurisdiction a duty to: (A) refrain from receiving corrupt payments and benefits designed to (i) improperly affect the performance of official duties, or (ii) coax favorable official action or inaction; and (B) disclose conflicts of interest and other material information in matters over which C-1 exercised, and attempted to exercise, authority and discretion as a WMUA official that resulted in his direct or indirect financial gain.

**Scheme and Artifice to Defraud
the WMUA and Public of Honest Services**

5. From on or about January 28, 2002 to in or about September 2006, in Monmouth County, in the District of New Jersey, and elsewhere, defendants

STEVEN MEITERMAN,
BERNARD MEITERMAN and
EDWARD KAY

knowingly and willfully did devise and intend to devise a scheme and artifice to defraud the WMUA and the citizens in its jurisdiction of the right to C-1's honest services in the affairs of the WMUA.

6. The object of this scheme and artifice to defraud was for defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY to attempt to coax, influence and reward C-1's official action by giving, arranging for and funding corrupt personal financial benefits to C-1, including free and discounted home improvements

and surveys, and to intentionally conceal from the WMUA and the public material information regarding C-1's receipt of these benefits.

The First Architectural Plans for C-1

7. It was a part of this scheme and artifice to defraud that:

a. From in or about December 2001 to in or about March 2002, defendants STEVEN MEITERMAN and BERNARD MEITERMAN were awaiting the WMUA's final approval of their application for a sewer extension (the "Rosemont Sewer Extension") relating to Rosemont Estates, a 242-unit residential real-estate development project valued at more than \$100 million in gross receipts, which defendants STEVEN MEITERMAN and BERNARD MEITERMAN were building in Monmouth County. On or about March 21, 2002, soon after C-1 became the Executive Director of the WMUA, the WMUA approved defendant STEVEN MEITERMAN and BERNARD MEITERMAN's request for the Rosemont Sewer Extension.

b. From at least in or about May 2002 to at least in or about November 2002, defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY were seeking C-1's and the WMUA's endorsement for expanding the WMP so that defendants STEVEN MEITERMAN, BERNARD MEITERMAN, EDWARD KAY and their business partners could obtain sewer service for properties that were part of their Sunny Acres and Triangle Valley development projects in

Monmouth County (the "Sunny Acres/Triangle Valley Expansion" or "the 208 Expansion"). For example, by letter to C-1 on or about May 14, 2002, defendant BERNARD MEITERMAN requested, on behalf of Meiterman Holdings, Inc., that C-1 "endorse his application" to amend the WMP to allow for the Sunny Acres/Triangle Valley Expansion.

c. In or about May 2002, defendant STEVEN MEITERMAN told the Architect that C-1 wanted to build the First C-1 Home Addition and that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY would pay the Architect to prepare architectural plans for C-1.

d. Between in or about May 2002 and in or about early June 2002, the Architect drafted plans for the First C-1 Home Addition. By invoice dated June 3, 2002 and addressed to Triangle Ridge, the Architect billed \$2,500 for the Architect's work. On or about June 3, 2002, the Architect faxed the invoice to the Freehold, New Jersey office of defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY. The Architect's invoice referenced that it was for the "[C-1] Addition" at C-1's home address.

e. During in or about the first week of June 2002, C-1 caused defendant BERNARD MEITERMAN and the pending Sunny Acres/Triangle Valley Expansion application to be listed as Item VII on the WMUA's agenda. On or about June 6, 2002, defendants

STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY appeared before the WMUA Commissioners and requested the WMUA to endorse the pending Sunny Acres/Triangle Valley Expansion application. At that meeting, defendant BERNARD MEITERMAN requested the WMUA's endorsement in order to get a "jump" on the approval process. Defendants obtained the WMUA's official endorsement at that meeting. On or about June 7, 2002, the Architect completed the plans for the First C-1 Home Addition.

f. On or about June 16, 2002, defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY paid the Architect \$2,500 for the plans that the Architect drafted for the First C-1 Home Addition. Defendant EDWARD KAY signed the check to the Architect, which was drawn on a bank account in the name of Triangle Ridge. Defendant EDWARD KAY also marked a copy of the Architect's invoice as paid (by writing "posted" on the invoice, and listing the payment date and check number), and included that marked copy with the \$2,500 payment to the Architect. Before it was given to the Architect, however, this marked copy of the invoice was altered to conceal the true purpose of the payment by crossing out C-1's name and address on the invoice.

g. On or about June 20, 2002, C-1 updated the WMUA regarding the progress of the Sunny Acres/Triangle Valley Expansion application. On or about September 5, 2002, in a letter from defendant BERNARD MEITERMAN to C-1 regarding the

Triangle Valley/Sunny Acres Expansion, defendant BERNARD MEITERMAN wrote: "I would like to thank you for your assistance with my client's applications for amendment of the Monmouth County Wastewater Management Plan." On or about November 7, 2002, the WMUA issued two resolutions (Nos. 02-180 and 02-181) authorizing defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY (through their company Meiterman Holdings, Inc.) to seek the Sunny Acres/Triangle Valley Expansion.

The Masonry Work for C-1

8. It was a further part of this scheme and artifice to defraud that:

a. From in or about at least 2003, defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY were seeking C-1's and the WMUA's approval pertaining to their Southpoint Property Management and Meiterman Commercial Properties #413 development project ("the Southpoint Project"), which involved a three-story office building and restaurant in Marlboro.

b. In or about November 2003, defendant STEVEN MEITERMAN told the Mason that C-1 wanted concrete and block work done for the First C-1 Home Addition. After meeting with C-1 to determine the project specifications, the Mason told defendant EDWARD KAY that the project would cost approximately \$3,600, including labor and materials. Defendant EDWARD KAY instructed the Mason to bill C-1 \$1,900 for the project and indicated that

defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY would pay the balance for the project. The purpose of the payment from C-1 was to create the appearance that C-1 had paid in full for the services received, and to help conceal the fact that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY also were paying for the project for the benefit of C-1.

c. On or about November 25, 2003, after completing the masonry work pertaining to the First C-1 Home Addition, the Mason billed C-1 \$1,900 for a portion of the cost of the project. By check dated November 25, 2003, C-1 paid the Mason \$1,900. Defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY then paid the balance due for the project, approximately \$1,700.

d. Meanwhile, the applications of defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY, for preliminary and then final approval of the Southpoint Project, were pending with, and then granted by, the WMUA. C-1 caused defendants' Southpoint Project to be listed on the WMUA's meeting agendas several times in the Fall of 2003 for the WMUA's preliminary and tentative approval of the Southpoint project.

e. After the Mason had completed the work on the First C-1 Home Addition, C-1 included the Southpoint Project on the WMUA's agenda for final approval. For example, C-1's WMUA Workshop/Public Meeting Agenda dated December 18, 2003 included for "discussion" "Granting Final approval to Southpointe [sic]

#413."

The Second Architectural Plans for C-1

9. It was a further part of this scheme and artifice to defraud that:

a. Between in or about 2005 and in or about 2006, defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY had several matters pending before, and applications granted by, the WMUA. During this period, C-1 caused to be listed on several WMUA meeting agendas suggested WMUA actions favorable to projects of defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY, including:

DATE AND MEETING TYPE	SUGGESTED ACTION
January 6, 2005 Workshop Meeting and January 20, 2005 Public Meeting	Resolution 04-194 "Granting Tentative approval to Meiterman Holdings/Triangle Industrial Park #415" and Resolution 04-196 "Granting Final approval to Meiterman Holdings/Triangle Industrial Park #415"
February 3, 2005 Workshop Meeting and February 17, 2005 Public Meeting	Resolution 05-20 "Granting Final approval to Meiterman Holdings, Inc. #415" and Resolution 05-21 "Reducing Performance Bond and Cash Surety for Rosemont Estates Section I #352A"
January 5, 2006 Workshop Meeting and January 19, 2006 Public Meeting	Resolution 05-167 "Authorizing Developer's Agreement for Meiterman Holdings #415"

DATE AND MEETING TYPE	SUGGESTED ACTION
May 4, 2006 Workshop Meeting and May 18, 2006 Public Meeting	Resolution 06-53 "Granting Tentative Approval to Marlboro Grande, LLC (formerly Brownstone Commons at Marlboro LLC) #418"
June 1, 2006 Workshop Meeting and June 15, 2006 Public Meeting	Resolution 06-63 "Authorizing Developer's Agreement and Indemnification Agreement with Marlboro Grande, LLC #418 (f/k/a Brownstone Commons at Marlboro, LLC)"; also, the June 1, 2006 agenda (only) included "Granting Amended Preliminary approval to Marlboro Grande LLC, #418 (f/k/a Brownstone Commons at Marlboro, LLC) - CME"
July 13, 2006 Workshop and Public Meeting (combined)	Resolution 06-72 "Reducing Performance Bond and Cash Surety for Meiterman/Southpoint #413/CME" and Resolution 06-77 "Granting Final approval to Marlboro Grande, LLC (f/k/a Brownstone Commons at Marlboro, LLC) #418 - CME"

b. In or about March 2005, C-1 solicited the Architect to prepare architectural plans for the Second C-1 Home Addition. The Architect initially refused to do this project. Defendant STEVEN MEITERMAN then contacted the Architect, reminded the Architect that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY gave the Architect a significant amount of

business and advised the Architect to do the work. The Architect thereafter prepared the plans. The Architect's bill for drafting architectural plans for the Second C-1 Home Addition totaled approximately \$2,300. Defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY instructed the Architect to bill C-1 \$500 for this work. The purpose of this nominal payment was to create the appearance that C-1 had paid in full for the services that C-1 had received and to help conceal the fact that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY also were paying the Architect for the benefit of C-1. Based on this direction from defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY, the Architect mailed an invoice for \$500 to C-1 on or about April 13, 2005. On or about May 3, 2005, C-1 mailed the Architect a personal check for \$500. On or about June 2, 2005, defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY paid the Architect \$1,800, the balance due for the plans that the Architect drafted for the Second C-1 Home Addition. Defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY made this payment by check drawn on defendant BERNARD MEITERMAN's attorney business account and signed by defendant BERNARD MEITERMAN.

c. After paying \$1,800 for the Second C-1 Home Addition, defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY continued to seek C-1's support for various applications to, and

otherwise involving, the WMUA.

Acts of Concealment

10. It was a further part of this scheme and artifice to defraud that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY, C-1, and others concealed and attempted to conceal the giving and receipt of these corrupt benefits and other material information from the WMUA and the citizens within its jurisdiction by, among other things:

- a. intentionally failing to disclose to the WMUA C-1's acceptance of, and agreement to accept, these corrupt benefits;
- b. instructing others not to disclose these corrupt benefits;
- c. deleting language from billing records and other documents to conceal C-1 as the true recipient of the corrupt benefits;
- d. instructing others to bill C-1 a partial amount for work done to create the pretext that C-1 was paying in full for the job;
- e. attempting to cover-up the corrupt benefits by C-1 requesting invoices, after the law-enforcement investigation became known, for work completed long before; and
- f. attempting to cover-up the corrupt benefits by C-1 attempting to pay for benefits received only after the law enforcement investigation became known.

11. On or about the dates listed below, in Monmouth County, in the District of New Jersey and elsewhere, for the purpose of executing and attempting to execute the scheme and artifice to defraud, defendants

STEVEN MEITERMAN,
BERNARD MEITERMAN and
EDWARD KAY

and others, knowingly and willfully placed and caused to be placed in a post office and authorized depository for mail, and caused to be delivered thereon, certain mail matter, to be delivered by the United States Postal Service as described below:

<u>COUNT</u>	<u>DATE</u>	<u>MAILING</u>
1	November 1, 2002	Letter from defendant BERNARD MEITERMAN in Freehold, to attorney for WMUA in Manalapan (with a copy to C-1), seeking Resolutions supporting Triangle Valley/Sunny Acres Expansion.
2	November 5, 2002	Letter from defendant BERNARD MEITERMAN in Freehold, to attorney for WMUA in Manalapan (with a copy to C-1), regarding Triangle Valley/Sunny Acres Expansion.
3	November 25, 2003	Check for \$1,900 from C-1 in Marlboro, to the Mason in Brick, New Jersey, providing partial payment for work at C-1's home to create the appearance that C-1 had paid in full for services received and to conceal the fact that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY also had paid for the masonry project for the benefit of C-1.

<u>COUNT</u>	<u>DATE</u>	<u>MAILING</u>
4	April 13, 2005	Bill for \$500 from the Architect in Holmdel, New Jersey, to C-1 in Marlboro, representing partial cost of architectural plans prepared for C-1, at the request of C-1 and defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY, to conceal the fact that defendants also had paid the Architect for the benefit of C-1.
5	May 3, 2005	Check from C-1 in Marlboro, to Architect in Holmdel, providing partial payment for work at C-1's home to create the appearance that C-1 had paid in full for services received and to conceal the fact that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY also had paid the Architect for the benefit of C-1.
6	March 6, 2006	Check for \$250 and note stating "for your services Thanks!" from C-1 in Marlboro, to Architect in Holmdel, sent in attempt to conceal the fact that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY had paid the Architect for the benefit of C-1.
7	March 16, 2006	Letter from C-1 in Marlboro, to the Architect in Holmdel, requesting an invoice for services rendered, sent in attempt to conceal the fact that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY had paid the Architect, for his services regarding the Second C-1 Home Addition, for the benefit of C-1.

<u>COUNT</u>	<u>DATE</u>	<u>MAILING</u>
8	March 21, 2006	Letter from C-1 in Marlboro, to defendant STEVEN MEITERMAN in Freehold, requesting an accounting of any monies that defendant STEVEN MEITERMAN paid to the Architect for work that the Architect performed for C-1's benefit and suggesting that any such payment was done "inadvertently and probably by mistake." C-1 sent this letter in an attempt to conceal the fact that defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY had paid the Architect for the benefit of C-1 and that C-1 had accepted that corrupt benefit.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNTS 9 TO 10

(Use of Mail to Promote and Facilitate Corrupt Payments to C-1)

1. Paragraphs 1 to 3, 6, and 8 to 9 of Counts 1 to 8 of this Indictment are repeated and realleged as if set forth in full herein.

2. On or about the dates listed below, in the District of New Jersey, and elsewhere, defendants

STEVEN MEITERMAN,
BERNARD MEITERMAN and
EDWARD KAY

knowingly and willfully did use and cause to be used the U.S. mail as set forth below with the intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment, and carrying on of an unlawful activity - namely, corruptly offering, conferring and agreeing to confer benefits to C-1, contrary to N.J. Stat. Ann. § 2C:27-2 - and, thereafter, performed and attempted to perform an act to promote, manage, establish, carry on, and facilitate the unlawful activity, to include the acts set forth below:

COUNT	USE OF U.S. MAIL	OVERT ACT
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9	Use of U.S. mail to send \$1,900 check from C-1 in Marlboro to the Mason in Brick on or about November 25, 2003.	Defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY pay approximately \$1,700 for the Mason's work for the benefit of C-1 sometime after November 25, 2003.
10	Use of U.S. mail to send \$500 invoice from the Architect in Holmdel to C-1 in Marlboro on or about April 13, 2005.	Defendants STEVEN MEITERMAN, BERNARD MEITERMAN and EDWARD KAY pay approximately \$1,800 for the Architect's services for the benefit of C-1 on or about June 2, 2005.

In violation of Title 18, United States Code, Sections 1952(a)(3) and 2.

COUNT 11

(Attempt to Obstruct the Grand Jury Investigation)

1. Paragraphs 1 and 2 of Counts 1 to 8 of this Indictment are repeated and realleged as if set forth in full herein.

2. At all times relevant to Count 11 of this Indictment, a federal Grand Jury empaneled on or about April 26, 2005 and sitting in Newark, in the District of New Jersey, was investigating, among other things, allegations that defendants STEVEN MEITERMAN and BERNARD MEITERMAN were giving, arranging for and funding concealed, corrupt personal financial benefits to C-1 and others, while doing, or seeking business with the WMUA and other entities.

3. On or about May 10, 2005, federal law enforcement agents served a federal Grand Jury subpoena on the Mason seeking, among other things, all documents and records relating to payments made by C-1, pertaining to work done at C-1's home. Subsequently, in or about the middle of 2005, defendants STEVEN MEITERMAN and BERNARD MEITERMAN informed the Architect that the Mason had received the subpoena. Defendants STEVEN MEITERMAN and BERNARD MEITERMAN told the Architect that the Architect, like the Mason, might receive a subpoena for the work that the Architect did at C-1's home in or about 2002 and 2005. Defendants STEVEN MEITERMAN and BERNARD MEITERMAN further indicated that the Architect should conceal the fact that defendants STEVEN

MEITERMAN and BERNARD MEITERMAN had paid the Architect for the work and told the Architect that the Architect instead should say that the Architect forgot to bill C-1 for the work.

4. On or about January 31, 2006, federal law enforcement agents served a federal Grand Jury subpoena on the Architect seeking, among other things, all documents and records relating to payments made by C-1, pertaining to architectural plans that the Architect drafted for C-1's home. On or about February 14, 2006, federal law enforcement agents served a federal Grand Jury subpoena on the Architect seeking his testimony.

5. On or about February 17, 2006, in a conversation recorded by federal law enforcement at the Freehold offices of defendants STEVEN MEITERMAN and BERNARD MEITERMAN, defendants STEVEN MEITERMAN and BERNARD MEITERMAN coached the Architect regarding how to respond to the federal Grand Jury's inquiry. For example, to explain the Architect's \$2,500 invoice addressed to Triangle Ridge and the payment that the Architect received from defendants STEVEN MEITERMAN and BERNARD MEITERMAN for the Architect's work on the First C-1 Home Addition, defendant BERNARD MEITERMAN coached the Architect to state that the bill and payment were "unrelated" to C-1 and instead pertained to a "Triangle Ridge obligation" and that the Architect "maybe" "misapplied it" to a project for C-1. Defendant BERNARD MEITERMAN further proposed more of the false account, stating:

"And see, it may turn out that [C-1] still owes you money. . . . maybe you were never paid for part of your job." Defendant STEVEN MEITERMAN further coached that it was unnecessary to produce the Architect's \$2,500 invoice to the Grand Jury, stating: "This other bill here though I don't know. I think it's not related to this That, I wouldn't even bother bringing that forward."

6. Regarding how the Architect should explain how he was paid for the Second C-1 Home Addition, defendant BERNARD MEITERMAN coached the Architect to rely on the \$500 invoice that the Architect had sent to C-1, disregarding the \$1,800 check that defendant BERNARD MEITERMAN signed from his attorney business account to pay the Architect for C-1's benefit. In this regard, defendant BERNARD MEITERMAN stated: "Those two bills, you have one to [C-1]. You sent it to him, he paid you, that was that." When the Architect stated that \$500 was too small an amount to justify the two architectural drawings that he did for C-1 in 2002 and 2005, defendant BERNARD MEITERMAN proposed more false representations: "I could tell you my side of it which is that you do do a lot of work for very little money all the time. . . . You have other jobs, it's not what you do for full time."

7. Defendant STEVEN MEITERMAN, who had in the past expressed concern that his office and telephones might be wire-tapped, then walked the Architect outside and continued the

conversation. Among other things, defendant STEVEN MEITERMAN stated: "[F]or me it was a little bit different than for you. For you, you know in your mind you're never a target There's nothing they want from you, not even one . . . but for me, for me I could be a target." When the Architect noted that he had faxed the \$2,500 bill for the First C-1 Home Addition to the office of defendants STEVEN MEITERMAN and BERNARD MEITERMAN, defendant STEVEN MEITERMAN responded that he had not received a federal Grand Jury subpoena and further stated: "They're not gonna get in my records."

8. On or about March 6, 2006, three weeks after the conversation in which defendant BERNARD MEITERMAN suggested to the Architect that ". . . it may turn out that [C-1] still owes you money. . . . maybe you were never paid for part of your job," C-1 sent the Architect a letter via U.S. mail. The letter contained a handwritten note and a \$250 check made payable to the Architect from C-1. The handwritten note stated, "for your services Thanks! [C-1]."

9. Between in or about May 2005 and in or about March 2006, in Monmouth County, in the District of New Jersey, and elsewhere, defendants

STEVEN MEITERMAN and
BERNARD MEITERMAN

did knowingly, willfully and corruptly attempt to obstruct,

influence and impede an official proceeding - namely, a Grand Jury investigation - by directing the Architect to conceal that defendants STEVEN MEITERMAN and BERNARD MEITERMAN and others had corruptly provided, arranged for and funded personal financial benefits for C-1, coaching the Architect to falsely recount what had occurred among the participants in the corrupt activity and otherwise covering up the corrupt activity of defendants STEVEN MEITERMAN and BERNARD MEITERMAN and others.

In violation of Title 18, United States Code, Sections 1512(c)(2) and 2.

COUNT 12

(Defendants Steven Meiterman and Bernard Meiterman Give Corrupt Payments to Marlboro Mayor)

1. Paragraph 1 of Counts 1 to 8 of this Indictment is repeated and realleged as if set forth in full herein.

2. At all times relevant to Count 12 of this Indictment:

a. The "Mayor" was the Mayor of the Township of Marlboro. In this capacity, the Mayor was in a position to influence, and did influence, official action on behalf of Marlboro regarding development projects, proposals and applications in Marlboro.

b. Marlboro Township had, as part of its government, a Planning Board whose official function was to, among other things, review, evaluate and, as appropriate, approve or deny land use development applications in Marlboro, including applications regarding proposed developments and proposals to rezone properties and subdivisions (the "Planning Board"). The Mayor and a member of the Marlboro Township Council served on the Planning Board. The Planning Board also consisted of five regular members plus two alternate members who were appointed by the Mayor and typically served a four-year term. As part of the Planning Board, the Mayor voted on development plans and projects in Marlboro Township.

c. Defendants STEVEN MEITERMAN and BERNARD MEITERMAN,

through various companies in which they had an interest, including Yudit LLC and Meiterman Construction, sought various approvals, including preliminary and final subdivision and site-plan approvals, from the Planning Board. Among those approvals were preliminary approval to develop Rosemont Estates, a planned adult community in Marlboro, New Jersey, on or about October 3, 2001, and final approval to develop Rosemont Estates on or about June 5, 2002.

d. Marlboro Township was a local government located in Monmouth County which received federal assistance and benefits in excess of \$10,000 during the relevant 12-month period(s).

3. Rosemont Estates was ultimately approved as a 242-unit residential real-estate development project and was valued at more than \$100 million in gross receipts.

4. In or about April 2002, defendants STEVEN MEITERMAN and BERNARD MEITERMAN met with another individual involved in the Rosemont Estates project ("Businessman 1") in a WaWa store parking lot in Monmouth County. During this meeting, defendants STEVEN MEITERMAN and BERNARD MEITERMAN agreed with Businessman 1 to pay \$60,000 to the Mayor in order to influence and reward the Mayor in connection with approvals for Rosemont Estates. More specifically, the payments were to reward the Mayor for the Planning Board's recent approval of six additional lots to be built as part of Rosemont Estates, and to influence the Mayor

with regard to the Planning Board's upcoming vote regarding final approval of the Rosemont Estates project.

5. Pursuant to this agreement, defendants STEVEN MEITERMAN and BERNARD MEITERMAN further agreed that (a) Businessman 1 would provide a \$30,000 check to defendant BERNARD MEITERMAN to cover half of the \$60,000 corrupt payment to the Mayor; and (b) defendants STEVEN MEITERMAN and BERNARD MEITERMAN would provide \$60,000 in cash installments of approximately \$2,500 per month, which would be paid to the Mayor over a two-year period.

6. To conceal the corrupt agreement, on or about April 5, 2002, defendant BERNARD MEITERMAN provided Businessman 1 with a fraudulent bill for \$30,000 in "legal services" and \$338.34 in "disbursements." In fact, the bill was not for legitimate legal services or disbursements properly incurred on behalf of Businessman 1. Instead, defendant BERNARD MEITERMAN provided the bill as a false justification for Businessman 1's \$30,000 payment to defendant BERNARD MEITERMAN.

7. On or about April 11, 2002, Businessman 1 provided a check in the invoiced amount of \$30,338.34 to defendant BERNARD MEITERMAN, which defendant BERNARD MEITERMAN caused to be negotiated.

8. Pursuant to the agreement, between in or about April 2002 and in or about April 2004, defendants STEVEN MEITERMAN and BERNARD MEITERMAN provided to Businessman 1 cash installments

totaling approximately \$60,000 for delivery to the Mayor.

9. From in or about April 2002 to in or about April 2004, in Monmouth County, in the District of New Jersey and elsewhere, defendants

STEVEN MEITERMAN and
BERNARD MEITERMAN

did knowingly, willfully and corruptly, give, offer and agree to give things of value - namely \$60,000 cash - to the Mayor intending to influence and reward the Mayor as specific opportunities arose in connection with the Rosemont Estates project, which was a business, transaction and series of transactions of Marlboro Township involving a thing of value of \$5,000 and more.

In violation of Title 18, United States Code, Sections 666(a)(2) and 2.

COUNTS 13 TO 14

(Defendant Steven Meiterman Gives Corrupt Payments to
Marlboro Planning Board Member)

1. Paragraph 1 of Counts 1 to 8, and Paragraphs 2 and 3 of Count 12, of this Indictment are repeated and realleged as if set forth in full herein.

2. At all times relevant to Counts 13 to 14 of this Indictment, there was a member of the Planning Board of Marlboro Township (the "Planning Board Member") who voted on development plans and projects in Marlboro Township and who had a financial relationship with defendant STEVEN MEITERMAN.

3. In or about the dates set forth below, in Monmouth County, in the District of New Jersey and elsewhere, defendant
STEVEN MEITERMAN
did knowingly, willfully and corruptly, give, offer and agree to give things of value - namely cash as set forth below, to the Planning Board Member intending to influence and reward the Planning Board Member as specific opportunities arose in connection with Planning Board approvals for Rosemont Estates and other development projects, which were a business, transaction and series of transactions of Marlboro Township involving a thing of value of \$5,000 and more:

COUNT	APPROXIMATE DATE	THING OF VALUE
13	2002	\$2,000 cash, prior to the Planning Board Member's Disney Vacation Club trip to Orlando, Florida.
14	2003	\$2,000 cash in a covered, Styrofoam cup prior to the Planning Board Member's Disney Vacation Club trip to Orlando, Florida.

In violation of Title 18, United States Code, Sections 666(a)(2) and 2.

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
United States Attorney