
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	CRIMINAL COMPLAINT
	:	
v.	:	
	:	
DENNIS ELWELL and	:	Mag. No. 09-8144 (MCA)
RONALD MANZO		

I, Robert J. Cooke, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

From in or about April 2009 to in or about July 2009, in Hudson County, in the District of New Jersey and elsewhere, defendants

DENNIS ELWELL
and
RONALD MANZO

and others, to include JC Official 1, did knowingly and willfully conspire to obstruct, delay, and affect interstate commerce by extortion under color of official right, by accepting and agreeing to accept corrupt payments that were paid and to be paid by another, with that person's consent, in exchange for defendant DENNIS ELWELL'S official assistance in Secaucus Government matters.

In violation of Title 18, United States Code, Section 1951(a) and Section 2.

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT A

continued on the attached page and made a part hereof.

Robert J. Cooke, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
July ____, 2009, at Newark, New Jersey

HONORABLE MADELINE COX ARLEO
UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

ATTACHMENT A

I, Robert J. Cooke, am a Special Agent with the Federal Bureau of Investigation ("FBI"). I have personally participated in this investigation and am aware of the facts contained herein, based upon my own investigation, as well as information provided to me by other law enforcement officers. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of the investigation. Statements attributable to individuals contained in this Attachment are related in substance and in part, except where otherwise indicated. All contacts discussed herein were recorded, except where otherwise indicated.

1. At all times relevant to this Complaint, defendant Dennis Elwell (hereinafter "defendant Elwell") was the Mayor of the Town of Secaucus, New Jersey.

2. Defendant Ronald Manzo (hereinafter "defendant Manzo") was a businessman and political operative for a relative who had been a candidate for Mayor of the City of Jersey City, New Jersey. On or about June 16, 2004, defendant Manzo pleaded guilty in federal district court in the Southern District of New York to insider trading and committing perjury during his testimony before the Securities and Exchange Commission in connection with his misconduct. At the time, defendant Ronald Manzo was employed as an insurance broker. On or about June 20, 2007, defendant Ronald Manzo was sentenced to 3 years of probation, and was ordered to pay a \$250,000 fine.

3. At all times relevant to this Complaint:

a. There was an individual who served as the Vice President of the Jersey City Board of Education (until on or about May 2009), and a commissioner of the Jersey City Housing Authority ("JC Official 1").

b. There was a cooperating witness (the "CW") who had been charged with bank fraud in a federal criminal complaint in May 2006. Thereafter, for the purposes of this investigation conducted by the FBI, the CW posed as a real estate developer interested in development in the greater Secaucus area. The CW represented that the CW did business in numerous states, including New York and New Jersey, and that the CW paid for goods and services in interstate commerce.

4. On or about April 27, 2009, defendant Manzo met with JC Official 1, another individual and the CW at a diner in Hoboken, New Jersey. JC Official 1 informed defendant Manzo that the CW was attempting to meet with defendant Elwell to discuss the CW's interest in developing certain properties in the greater Secaucus area. Defendant Manzo indicated that he had known defendant

Elwell for 15 years and that defendant Manzo had conducted insurance business with the Secaucus government. Defendant Manzo further stated that he could talk to defendant Elwell without any problem and that defendant Elwell would tell defendant Manzo whether defendant Elwell could support or not support certain development. The CW asked defendant Manzo if defendant Elwell was willing to do "business." Defendant Manzo indicated that defendant Elwell would not talk like that. Defendant Manzo indicated that he would give defendant Elwell a call in connection with the CW's purported interest in developing in Secaucus. As the conversation continued, defendant Manzo confirmed with the CW that the CW wanted to know if defendant Elwell was open to the CW's purported plan to develop in Secaucus. The CW further informed defendant Manzo that the CW wanted zone changes expedited and that the CW would "invest" in defendant Elwell.

5. As the meeting was concluding and defendant Manzo was walking from the table to leave the diner, defendant Manzo and the CW continued to discuss forging an arrangement with defendant Elwell. Defendant Manzo was informed by the CW that if defendant Elwell wanted \$10,000 now, the CW would pass that money to defendant Elwell through defendant Manzo and that, in connection with this transaction, the CW did not want the CW's name on anything. Defendant Manzo responded that Manzo had to be careful, that defendant Elwell was his friend, that defendant Manzo would have to "feel" defendant Elwell "out" on that "routine," and that defendant Elwell would not do it the way that "we" did it (referring to defendant Manzo's acceptance of cash payments from the CW through another in exchange for his relative's anticipated official assistance in Jersey City government matters). Defendant Manzo further was informed by the CW that the CW would provide \$10,000 to defendant Elwell "now" and \$10,000 in cash after defendant Elwell's election. Defendant Manzo responded: "Okay."

6. On or about May 28, 2009, defendant Elwell, defendant Manzo, and JC Official 1 met the CW at a restaurant in a hotel in Secaucus, New Jersey. Before the meeting with defendant Elwell and defendant Manzo started, JC Official 1, referring to a different individual that JC Official 1 had brought to the CW to assist the CW with a purported development matter in another New Jersey municipality, confided to the CW that everyone that JC Official 1 brought to the CW was "hooked in." Shortly thereafter, defendant Elwell and defendant Manzo joined JC Official 1 and the CW. As the meeting ensued, defendant Elwell was informed by the CW that the CW was interested in building, among other developments, a hotel on Route 3 in Secaucus. Referring to an earlier meeting with defendant Elwell, the CW reminded the other participants in the meeting that the CW was with the "green" (meaning money) party. Referring to a particular site, defendant Elwell agreed with the CW that the

site would need a zone change for a hotel, but that this would not be a "heavy lift." Defendant Elwell further was informed by the CW that the CW wanted to talk to defendant Elwell before proceeding because the CW could "smooth" out any "speed bumps" and that if there were any such "speed bumps" the CW had better things to do with the CW's money--meaning the CW would seek to develop elsewhere. Defendant Elwell replied that he "completely" understood. Referring to defendant Manzo and JC Official 1, the CW further informed defendant Elwell that this is why the CW had them with the CW.

7. As they discussed other sites in Secaucus, defendant Elwell was informed by the CW that the CW did not have a problem finding land, but that the CW wanted to make sure that when the CW came into Secaucus, the CW had official support. Defendant Elwell indicated, in turn, that the CW likely would have support in Secaucus government, and that they could make recommendations to the New Jersey Meadowlands Commission, who had control over much of the development in Secaucus. Defendant Elwell further was informed by the CW that the CW was trying to begin a relationship with defendant Elwell and that anything that the CW did, he would do through defendant Manzo. Defendant Elwell next was informed by the CW that the CW would give \$10,000 to defendant Manzo for the benefit of defendant Elwell, to which defendant Elwell responded "okay." Defendant Elwell indicated that he understood when the CW informed him that the CW did not want the CW's name put on anything. Defendant Elwell further indicated that defendant Manzo knew him, in response to the CW asking defendant Elwell to treat the CW like a friend and to help the CW. Defendant Manzo further observed that there would be no problem with Secaucus government, but that a problem could occur at the Meadowlands Commission. In this regard, defendant Elwell indicated that he knew a Secaucus government employee and could arrange a meeting with that employee to review the variances that the CW might need. Defendant Elwell further indicated that the only way to get the Commission to do what they did not want to do was through the "back door" in Trenton.

8. The CW further referred to another mutual acquaintance of defendant Elwell and the CW, and said that the CW had been asked yesterday by this individual if the CW was meeting with defendant Elwell. (This mutual acquaintance earlier had arranged for a meeting with, and subsequently met with, defendant Elwell, the CW and another individual on or about April 23, 2009 at a restaurant in Secaucus where: (a) the CW sought defendant Elwell's official assistance in development matters in Secaucus; (b) this mutual acquaintance informed defendant Elwell that the CW was a "very generous guy;" and (c) this mutual acquaintance agreed to specifically inform defendant Elwell that the CW would give defendant Elwell an initial payment of approximately \$10,000, in exchange for defendant Elwell's official support of the CW's contemplated development matters in Secaucus).

Defendant Elwell indicated that he understood that the CW did not trust this individual's word. Defendant Elwell agreed that he would say nothing about their meeting to this individual. The CW thereafter informed defendant Elwell that the CW was going to give defendant Manzo \$10,000 "green" (meaning cash) and indicated that there would be more coming to defendant Elwell thereafter, so that, according to the CW "we support each other," to which defendant Elwell replied, "thank you."

9. As defendant Manzo departed the meeting with the CW and JC Official 1, defendant Manzo accepted \$10,000 in cash in an envelope from the CW and was informed by the CW to give this cash to defendant Elwell. Defendant Manzo, JC Official 1 and the CW then agreed to meet at a diner in Hoboken that next week.

10. On or about June 2, 2009, defendant Manzo, JC Official 1 and the CW met at the diner in Hoboken. Before defendant Manzo was present, JC Official 1 and the CW had a chance encounter with a Hoboken official, who cautioned JC Official 1 and the CW not to speak too loudly in the diner. After defendant Manzo joined the meeting, the CW asked defendant Manzo if he had given defendant Elwell the envelope. Instead of answering the CW verbally, defendant Ronald Manzo held up one finger to the CW and then wrote on a napkin "yes, no problem." (This napkin subsequently was recovered by federal law enforcement authorities). The CW thanked defendant Manzo for helping the CW "smooth" the way in Secaucus. Later, as the conversation turned back to Secaucus matters, defendant Ronald Manzo indicated that defendant Elwell would not be a problem in Secaucus. The CW advised defendant Manzo to have defendant Elwell call Manzo if defendant Elwell needed anything as defendant Elwell's election neared (defendant Elwell was facing a November 2009 election, according to matters discussed during the May 28th meeting). Defendant Manzo disclosed to the CW that after the CW left the May 28th meeting, defendant Elwell had told defendant Manzo that he felt a little "uncomfortable." Defendant Manzo therefore told the CW that they could meet with defendant Elwell again, but that the CW had to be careful about how the CW said things to defendant Elwell. Defendant Manzo further told the CW that there were certain people to whom the CW could talk to about, for instance, being in the "green" party, like defendant Manzo and JC Official 1, but that the CW could not talk that way to politicians. Defendant Manzo further stated that defendant Elwell had no problem doing business with the CW, if what the CW proposed was good for the town and made sense. The CW reiterated to defendant Manzo and JC Official 1 that the CW did not want "speed bumps" and wanted to deal with officials who supported and expedited the CW's development matters. As the meeting concluded and JC Official 1 departed, defendant Manzo and the CW continued the discussion outside of the diner. There, defendant Manzo accepted \$5,000 in cash from the CW in exchange for defendant Manzo's assistance with defendant Elwell. Defendant Manzo indicated that he

appreciated this money and asked rhetorically if the CW wanted him to put this money on defendant Manzo's tax return. Indicating a further concern over detection by law enforcement, defendant Manzo also reminded the CW to be careful when speaking to politicians about these matters, because one of them could be "caught" on "something."

11. On or about July 17, 2009, defendant Elwell, defendant Manzo, and JC Official 1 met the CW in defendant Elwell's Mayor's Office in Secaucus. While walking to the meeting with defendant Elwell, defendant Manzo sought to ensure that the CW came prepared with specific properties to discuss with defendant Elwell. Defendant Manzo stated, "I hope you have something to show." Defendant Manzo was informed by the CW that the CW had "the addresses of a couple of places" and that the CW wanted defendant Elwell's "feedback" on them.

12. At the meeting with defendant Elwell, Elwell advised the CW, as well as defendant Manzo and JC Official 1, that he was planning on speaking with the manager of a hotel in Secaucus that afternoon regarding a "major problem." Defendant Elwell asked the CW if the CW was "aware of it." When the CW replied that the CW was not, defendant Elwell explained that the hotel had a "sewer problem . . . a problem with DEP and EPA," a reference to the state and federal environmental protection agencies. As a consequence, defendant Elwell indicated that the owner of the hotel might be inclined to sell to a developer such as the CW. Regarding other sites in Secaucus, defendant Elwell was informed by the CW of several locations that were of interest to the CW. Defendant Elwell indicated that he believed part of one property could support a hotel and that a variance would not be necessary. With respect to another property, defendant Elwell indicated that he was not sure if Meadowlands or Secaucus town zoning governed. Defendant Elwell informed the CW that he could find out for the CW before the CW went to the Meadowlands Commission and advised the CW that he would get the CW "zoning information."

13. As the meeting ended, referring to the arrangement whereby defendant Elwell was to receive an additional payment through defendant Manzo in exchange for Elwell's support of the CW's contemplated development matters in Secaucus, the CW asked defendant Manzo if defendant Manzo wanted to talk to defendant Elwell about the payment. Defendant Manzo responded, "Yeah, don't worry about it. Listen, don't worry." Speaking alone then with defendant Elwell, the CW stated, "I promised you before the election another 10, "meaning \$10,000." Defendant Elwell responded, "Yes, yes." Defendant Elwell also acknowledged that he received the prior \$10,000 payment from defendant Manzo. When the CW asked, "the other 10 you were fine with, right?," defendant Elwell responded, "Yes." When the CW explained that defendant Manzo told the CW that he gave the money to defendant Elwell and that the CW wanted to verify that was the case,

defendant Elwell indicated he understood and said, "Ah, yes, yes, yes, yes . . ." Defendant Elwell was informed by the CW that if he wanted anything else "consider it done" and that the CW appreciated defendant Elwell's "support." Defendant Elwell advised the departing CW that he would "get back" to the CW on information regarding the hotel with the environmental issues that afternoon because, according to Elwell, it could be "a steal" for the CW.