

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA	:	Hon.
	:	
v.	:	Criminal No. 19-
	:	
ANTHONY CACCIOLA	:	18 U.S.C. §§ 981(a)(1)(C) and 1951(a);
	:	28 U.S.C. § 2461

**INFORMATION**

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

(Conspiracy to Extort Under Color of Official Right Affecting Interstate Commerce)

Defendant, Coconspirator and Entities

1. At times relevant to this Information:
  - a. Defendant ANTHONY CACCIOLA (“CACCIOLA”) was a self-employed contractor whose company, among other things, installed and repaired fences for residential homes and commercial businesses. In doing so, CACCIOLA and his business purchased goods and services in interstate commerce.
  - b. Coconspirator Erik Lowe (“Lowe”) was a Commissioner of the Paterson Municipal Utilities Authority (the “MUA”). In his capacity as an MUA Commissioner, Lowe exercised control over the MUA’s finances from approximately 2009 to in or about late May 2015.
  - c. The MUA was an entity created pursuant to the Municipal and County Utilities Law of New Jersey and adopted by the City of Paterson, New Jersey on or about June 29, 1981 pursuant to a Paterson City ordinance. The MUA was created to manage a 1914 hydroelectric plant on the Passaic River and to care for and manage certain surrounding properties. The hydroelectric plant was operated during the relevant time period by third parties under the terms of lease agreements, pursuant to which the MUA received rental income from

the third parties. The MUA also received certain funding from the State of New Jersey. The MUA purchased goods and services in interstate commerce. The MUA was dissolved by the City of Paterson in or about November 2014.

2. From in or about August 2012 to in or about November 2014, in Passaic County, in the District of New Jersey, and elsewhere, defendant

ANTHONY CACCIOLA

did knowingly and intentionally conspire to obstruct, delay and affect interstate commerce by extortion under color of official right – that is, agreeing to offer and giving to Erik Lowe, with his consent, kickbacks for services purportedly rendered to the MUA in exchange for Lowe’s agreeing to exercise official action and influence pertaining to MUA matters as specific opportunities arose.

Goal of the Conspiracy

3. It was the goal of the conspiracy for Erik Lowe, in his capacity as Commissioner of the MUA, to: (a) approve inflated payments from the MUA to CACCIOLA for projects performed by CACCIOLA in exchange for kickbacks from CACCIOLA; and (b) approve payments from the MUA to CACCIOLA for non-existent projects after which the payments were split between CACCIOLA and Lowe.

The Corrupt Activity

4. It was part of the conspiracy that:

(a) On or about August 1, 2012, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$8,700 purportedly for “Fence Repair [in] Paterson,” according to the notation on the memo portion of the check, for work performed by CACCIOLA on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and

CACCIOLA cashed the check at a bank in Totowa, New Jersey at Lowe's direction.

CACCIOLA thereafter provided a share of this payment in cash to Lowe. On or about August 1, 2012, Lowe deposited \$6,000 in cash into a bank account in Totowa over which he exercised power of attorney (the "Lowe Account").

(b) On or about March 12, 2013, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$12,000 purportedly in relation to a "Fence deposit," according to the notation on the memo portion of the check, for work performed by CACCIOLA on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and CACCIOLA cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe.

(c) On or about March 28, 2013, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$20,800 purportedly for "Fence Repair," according to the notation on the memo portion of the check, for work performed by CACCIOLA on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and CACCIOLA cashed this check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe.

(d) On or about May 1, 2013, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$6,200 purportedly for "Emergency Fence Repair," according to the notation on the memo portion of the check, for work performed by CACCIOLA on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and CACCIOLA cashed this check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe.

(e) On or about June 5, 2013, CACCIOLA accepted an MUA check issued

by Lowe in the amount of \$9,000 for unspecified work performed by CACCIOLA on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and CACCIOLA thereafter cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe. On or about June 5, 2013, Lowe deposited \$3,400 in cash into the Lowe Account in Totowa.

(f) On or about July 22, 2013, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$9,500 for work performed on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and CACCIOLA cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe.

(g) On or about August 16, 2013, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$8,000 purportedly in relation to a "Tree fall," according to the notation on the memo portion of the check, for work performed by CACCIOLA on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and CACCIOLA cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe. On or about August 16, 2013, Lowe deposited \$3,500 in cash into the Lowe Account in Totowa.

(h) On or about September 13, 2013, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$10,500 purportedly in relation to "Fence@ . . . replacement," according to the notation on the memo portion of the check, for work performed by CACCIOLA on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and CACCIOLA cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA

thereafter provided a share of this payment in cash to Lowe. On or about September 13, 2013, Lowe deposited \$5,200 in cash into the Lowe Account in Totowa.

(i) On or about November 13, 2013, CACCIOLA accepted an MUA check in the amount of \$9,500 purportedly in relation to work at "MEK Park," according to the notation on the memo portion of the check, for work performed by CACCIOLA on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and CACCIOLA cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe.

(j) On or about December 12, 2013, CACCIOLA accepted an MUA check in the amount of \$8,500 purportedly for a "Power Plant-Fence," according to the notation on the memo portion of the check, for work performed by CACCIOLA on behalf of the MUA. Lowe inflated the amount of the check beyond the legitimate cost of the job, and CACCIOLA cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe. On or about December 12, 2013, LOWE deposited \$3,800 in cash into the Lowe Account in Totowa.

(k) On or about July 3, 2014, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$8,500 purportedly for "Fence Repair," according to the false notation on the memo portion of the check, knowing that no such services had been or would be provided by CACCIOLA to the MUA. CACCIOLA cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe.

(l) On or about July 8, 2014, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$9,000 purportedly in relation to "Fence litup and install," according to the false notation on the memo portion of the check, knowing that no such services had been or

would be provided by CACCIOLA to the MUA. CACCIOLA cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash from Lowe. On or about July 8, 2014, Lowe deposited \$3,000 in cash into the Lowe Account in Totowa.

(m) On or about September 12, 2014, CACCIOLA accepted an MUA check issued by Lowe in the amount of \$9,500 purportedly for "Fencing/Slim Rail Replacement," according to the false notation on the memo portion of the check, knowing that no such services had been or would be provided by CACCIOLA to the MUA. CACCIOLA cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe. On or about September 12, 2014, Lowe deposited \$4,000 in cash into the Lowe Account in Totowa.

(n) On or about November 7, 2014, CACCIOLA accepted an MUA check in the amount of \$12,000 purportedly for "New MEK Fencing," according to the false notation on the memo portion of the check, knowing that no such services had been or would be provided by CACCIOLA to the MUA. CACCIOLA thereafter cashed the check at a bank in Totowa at Lowe's direction. CACCIOLA thereafter provided a share of this payment in cash to Lowe. On or about November 7, 2014, Lowe deposited \$4,500 in cash into the Lowe Account in Totowa.

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

## FORFEITURE ALLEGATION

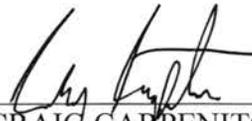
1. As a result of committing the aforementioned offense in violation of Title 18, United States Code, Section 1951(a) charged in this Information, defendant ANTHONY CACCIOLA shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461, any and all property, real and personal, that constituted and was derived from proceeds that defendant CACCIOLA obtained that were traceable to the commission of the above offense, including, but not limited to, a money judgment in the amount of \$27,210 in United States currency, in that such sum constituted and was derived from proceeds traceable to the commission of the offense.

2. If any of the above-described forfeitable property, as a result of any act or omission of CACCIOLA:

- (1) cannot be located upon exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), to seek forfeiture of any other property of CACCIOLA up to the value of the above forfeitable property.

Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461.

  
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CRAIG CARPENITO  
United States Attorney  
District of New Jersey

CASE NUMBER: \_\_\_\_\_

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**United States District Court  
District of New Jersey**

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**UNITED STATES OF AMERICA**

**v.**

**ANTHONY CACCIOLA**

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**INFORMATION FOR**

Title 18, United States Code, Sections 981(a)(1)(C)  
and 1951(a); 28 United States Code, Section 2461

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CRAIG CARPENITO

*UNITED STATES ATTORNEY, NEWARK, NEW JERSEY*

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MARK J. MCCARREN

*ASSISTANT U.S. ATTORNEY*

*NEWARK, NEW JERSEY*

*(973) 645-2700*

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