

ATTACHMENT A

(Attempted Obstruction of Commerce By Extortion
Under Color of Official Right)

From on or about May 12, 2011 to on or about July 29, 2011, in Mercer and Atlantic Counties, in the District of New Jersey and elsewhere, defendant

JOHN BENCIVENGO

knowingly and willfully did attempt to obstruct, delay and affect interstate commerce by extortion under color of official right—that is, by corruptly agreeing to obtain and obtaining money from another, with that person's consent, in exchange for defendant BENCIVENGO's exercise of official authority and influence as specific opportunities arose.

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

ATTACHMENT B

I, Arthur E. Durrant, III, 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 participation in this investigation, as well as information provided to me by other law enforcement officers. Because this Attachment B 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.

1. At all times relevant to this Complaint:

(A) Defendant JOHN BENCIVENGO was the elected Mayor of Hamilton Township, New Jersey. As the Mayor of Hamilton Township, defendant BENCIVENGO was in a position to influence, and did influence, actions taken on behalf of Hamilton Township.

(B) The Hamilton Township School District (the "District") provides public education from kindergarten to twelfth grade in Hamilton Township. The District was managed by the Hamilton Township Board of Education (the "School Board"), which was comprised of nine elected members. The District paid for, and maintained, various health insurance policies for District employees. Defendant BENCIVENGO, as the Mayor of Hamilton Township, was in a position to influence, and did influence, actions taken by the School Board.

(C) There was an individual who was an associate of defendant BENCIVENGO (hereinafter, the "Intermediary").

(D) There was a witness who was cooperating with federal authorities from in or about June 2011 (the "CW"), who provided insurance brokerage services for public entities, including municipalities and school boards. The CW was an employee of a company (the "Insurance Broker") that provided insurance brokerage services in New Jersey, had an office in another state, and paid for goods and services in interstate commerce. Since as early as 2006, the CW obtained, on behalf of the Insurance Broker, the health insurance brokerage contract with the District. As the District's health insurance broker, the CW made recommendations with respect to health insurance carriers and assisted in negotiating premium renewal rates with such insurance carriers, among other things. For these services, the Insurance Broker received yearly commissions from the District with respect to the District's health insurance policies, of which the CW received a portion as compensation.

2. On or about May 12, 2011, defendant BENCIVENGO and the CW met in Hamilton Township, New Jersey. At that meeting, defendant BENCIVENGO asked the CW to provide him with money so that he could pay taxes and living expenses. Defendant BENCIVENGO and the CW agreed that the CW would provide \$5,000 to defendant BENCIVENGO. In exchange, defendant BENCIVENGO told the CW that he would speak to a member of the School Board (the "School Board Member") about voting to renew the CW's health insurance brokerage contract with the District, as opposed to putting it out for public bid.

3. At that May 12, 2011 meeting, defendant BENCIVENGO directed the CW to make the \$5,000 payment by check made payable to the Intermediary. Defendant BENCIVENGO then phoned the Intermediary and directed the Intermediary to immediately meet with defendant BENCIVENGO and the CW. Defendant BENCIVENGO told the CW that if anyone asked the CW about the \$5,000 check, the CW should say that the CW purchased a bedroom set from the Intermediary. The CW thereafter gave the Intermediary a check in the amount of \$5,000 (the "5/12/11 Check").

4. On or about July 11, 2011, in a conversation recorded by the CW, defendant BENCIVENGO told the CW that defendant BENCIVENGO had received the proceeds of the \$5,000 5/12/11 Check from the Intermediary in \$500 and \$1,000 increments over a period of several weeks.

5. On or about June 29, 2011, defendant BENCIVENGO met with the CW in Hamilton, New Jersey. That meeting was recorded by the CW. During that meeting, defendant BENCIVENGO told the CW that he was having difficulty paying his bills and taxes. When the CW asked defendant BENCIVENGO what was going to happen when the taxes were due, defendant BENCIVENGO replied "you're probably going to have to help me." Defendant BENCIVENGO was informed by the CW: "you help me with [the School Board Member], you got anything, you know I'm gonna need that down the road here." To which defendant BENCIVENGO responded "I'm helping you as much as I can. I've helped you so far."

6. On or about July 20, 2011, defendant BENCIVENGO and the CW met in Hamilton, New Jersey. That meeting was recorded by the CW. At that meeting, defendant BENCIVENGO told the CW that he needed \$7,400 to pay outstanding taxes. The CW responded "7,400 is definitely doable, as long as you got my back with [the School Board Member]." To which defendant BENCIVENGO responded "When have I ever not had your back?" When the CW said that "come January, [the School Board Member is] definitely wanna go out for bid. You got to definitely get to [the School Board Member]," defendant BENCIVENGO responded "I'm gonna."

7. On or about July 21, 2011, defendant BENCIVENGO and the CW met in Hamilton, New Jersey. That meeting was recorded by the CW. At that meeting, defendant BENCIVENGO accepted from the CW \$2,400 in cash of the \$7,400 that defendant BENCIVENGO solicited on July 20, 2011.

8. On or about July 29, 2011, defendant BENCIVENGO and the CW met in Atlantic City, New Jersey. That meeting was recorded by the CW. At that meeting, defendant BENCIVENGO accepted from the CW the remaining \$5,000 in cash that defendant BENCIVENGO had solicited on July 20, 2011.