
United States District Court
District of New Jersey

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
v. :
HARRY LARRISON, JR. : **Magistrate No. 05-8080 (MCA)**

I, the undersigned complainant being duly sworn state the following is true and correct to the best of my knowledge and belief. Between in or about 2001 and in or about 2003, in Monmouth County, in the District of New Jersey, and elsewhere, defendant did:

SEE ATTACHMENT A

in violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

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

SEE ATTACHMENT B

Mark P. Calnan, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

April 27, 2005
Date

at Newark, New Jersey
City and State

Honorable Madeline Cox Arleo
United States Magistrate Judge
Name & Title of Judicial Officer

Signature of Judicial Officer

ATTACHMENT A

Between in or about 2001 and in or about 2003, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

HARRY LARRISON, JR.

did knowingly, willfully and corruptly accept and agree to accept \$5,000 and more in cash from the Developers intending to be influenced and rewarded in connection with a business, transaction and series of transactions of the County of Monmouth involving a thing of value of \$5,000 and more.

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

ATTACHMENT B

I, Mark P. Calnan, a Special Agent for the Federal Bureau of Investigation, having conducted an investigation and having discussed this matter with other law enforcement agents, have knowledge of the facts set forth below. All statements which I have attributed to others have been set forth in substance and in part.

1. From at least in or about 2001 to in or about December, 2004, defendant HARRY LARRISON, JR. was the Freeholder Director of the County of Monmouth Board of Chosen Freeholders, who was responsible for, among other things, overseeing Monmouth County's Department of Administration and Special Services, which included such offices as the Monmouth County Planning Board.

2. At all times relevant to this complaint:

(A) there was a Monmouth County government official who held an administrative position and who would meet and consult with defendant HARRY LARRISON, JR. from time to time [hereinafter "MC Official 1"].

(B) there were two individuals who were involved in the development of commercial and residential property in Monmouth County, including but not limited to the Township of Marlboro, and who ran businesses that were engaged in interstate commerce [hereinafter "Developer 1" and "Developer 2," or, collectively, "the Developers"].

(C) the County of Monmouth received well in excess of \$10,000 in federal assistance for the years 2001 through 2004.

3. Based on statements and recordings of MC Official 1, federal law enforcement authorities have learned that between in or about 2001 and in or about 2002, defendant HARRY LARRISON, JR. told MC Official 1 that he was traveling to Florida and wanted cash for the trip. Defendant LARRISON instructed MC Official 1 to contact Developer 1 to ask Developer 1 for \$5,000 to be given to LARRISON. MC Official 1 contacted Developer 1 and the two met at an establishment in South Amboy, New Jersey. MC Official 1 and Developer 1 met in the manager's office where Developer 1 provided MC Official 1 with \$5,000 for defendant LARRISON which Developer 1 removed from the manager's safe and placed in an envelope. Several hours later, defendant LARRISON accepted approximately \$5,000 in cash from Developer 1 that had been delivered to LARRISON at his home in Ocean Grove, New Jersey by MC Official 1. LARRISON, in turn, gave \$1,500 of this \$5,000 cash payment to MC Official 1. This payment from Developer 1 was in exchange for LARRISON's official assistance in connection with Developer 1's various development projects in Monmouth County.

4. Based on statements and recordings of MC Official 1, federal law enforcement authorities also have learned that between in or about 2002 and in or about 2003, defendant HARRY LARRISON, JR. accepted approximately \$3,500 in cash from Developer 2, as part of a larger \$5,000 cash payment that the Developers had promised. According to MC Official 1, defendant LARRISON had informed him that he needed cash and that MC Official 1 should contact Developer 2 for this purpose. MC Official 1 contacted Developer 2, and the two agreed to meet at a restaurant in Marlboro, New Jersey later that same day. At that meeting, MC Official 1 informed Developer 2 that defendant LARRISON needed \$5,000 in cash. Developer 2 agreed to provide the money, and MC Official 1 and Developer 2 agreed to meet in a few days. Several days later, MC Official 1 met Developer 2 in the parking lot of the same Marlboro restaurant. Developer 2 provided MC Official 1 with an envelope containing \$100 bills. Developer 2 told MC Official 1 to thank defendant LARRISON for LARRISON's assistance in securing a tier change on an ongoing residential development project in Marlboro in which Developer 2 had an interest. Subsequently, MC Official 1 counted the cash before delivering it to defendant LARRISON at which time he determined that Developer 2 had provided him with only \$3,500 to give to LARRISON. Later that same day, MC Official 1 drove to defendant LARRISON's home in Ocean Grove, New Jersey. LARRISON received the \$3,500 cash from MC Official 1 who discussed the fact that the payment was for less than he had expected. Defendant LARRISON provided MC Official 1 with \$500 of the \$3,500 total. This payment from Developer 2 was in exchange for LARRISON'S official assistance on a zoning issue for a Marlboro development project involving the use of sewer lines. Developer 2 did not pay the remaining \$1,500 to LARRISON.

5. Recordings involving Developer 2 confirm that these payments were made. During a February 2, 2005 recording, in Matawan, New Jersey, Developer 2 confirmed that Developer 1 had not turned over the remaining \$1,500 of the second \$5,000 payment earmarked for defendant HARRY LARRISON, JR. During a February 8, 2005 recording, in Matawan, New Jersey, Developer 2 further stated that LARRISON had nothing to worry about in that the Developers did not keep any records of the cash payments made to LARRISON.

6. Recordings involving defendant HARRY LARRISON, JR. further confirm that LARRISON accepted these cash payments. During a February 7, 2005 recording, in Neptune City, New Jersey, LARRISON indicated that he knew that Developer 1 was supposed to make another \$1,500 payment (pertaining to the second \$5,000 payment) and that he never did. During a February 10, 2005 recording, in Neptune City, New Jersey, LARRISON acknowledged that he had received the \$3,500 cash payment from Developer 2.