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September 10, 2015

The Honorable William C. Wenner
Magisterial District Judge, Dauphin County
5925 Stevenson Ave # B
Harrisburg, PA 17112

Re: Commonwealth v. Reed
MJ-12303-CR-0000228-2015

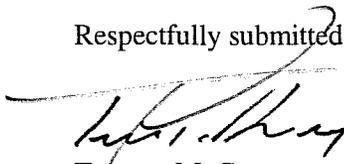
Dear Judge Wenner:

Enclosed please find an original and one (1) copy of Defendant, Stephen R. Reed's, Motion to Quash and Dismiss Criminal Offenses and Proposed Order in the above-referenced matter.

Kindly have a member of your staff file the original and return a time-stamped copy to us with the courier.

Thank you for your attention to this matter.

Respectfully submitted,



Terence M. Grugan

TMG/jfs
Enclosure

cc: The Honorable Richard A. Lewis
The Honorable Richard P. Cashman (via email)

	:	MAGISTERIAL DISTRICT COURT
Commonwealth of Pennsylvania	:	DAUPHIN COUNTY
	:	
v.	:	MJ-12303-CR-0000228-2015
	:	
Stephen R. Reed	:	
	:	

ORDER

AND NOW, this ____ day of _____, 2015, upon consideration of Defendant, Stephen R. Reed's, Motion to Quash and Dismiss Criminal Offenses and any Response thereto, it is hereby **ORDERED** that the following charges are **DISMISSED**:

Offense # 1, Counts 1-2 – Corrupt Organizations – 18 Pa. Cons. Stat. § 911(b)(2)(3);

Offense # 2, Count 1 – Dealing in Unlawful Activities, 18 Pa. Cons. Stat. § 5111(a)(1)(2);

Offense # 3, Counts 1-2, Theft by Deception, 18 Pa. Cons. Stat. § 3922(a)(1);

Offense # 4, Count 1, Theft by Deception, 18 Pa. Cons. Stat. § 3922(a)(1);

Offense # 5, Count 1, Theft by Deception, 18 Pa. Cons. Stat. § 3922,(a)(1);

Offense # 6, Counts 1-7, Bribery in Official and Public Matters, 18 Pa. Cons. Stat. § 4701(a)(1);

Offense # 7, Counts 1-158, Misapplication of Entrusted Property and Property of Government or Financial Institutions, 18 Pa. Cons. Stat. § 4113(a);

Offense # 9, Count 1 – Deceptive Business Practices, 18 Pa. Cons. Stat. § 4107(a)(7);

Offense # 10, Counts 1-3, Criminal Solicitation, 18 PA. Cons. Stat. § 902;

Offense # 14, Counts 1-3 – Theft of Services, 18 Pa. Cons. Stat. § 3926;

Offenses # 15-17, Counts 1-159 – Theft by Unlawful Taking or Disposition, 18 Pa. Cons. Stat. § 3921

BY THE COURT:

J.

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*Attorneys for Defendant
Stephen R. Reed*

Commonwealth of Pennsylvania	:	MAGISTERIAL DISTRICT COURT
	:	DAUPHIN COUNTY
	:	
v.	:	MJ-12303-CR-0000228-2015
	:	
Stephen R. Reed	:	ORAL ARGUMENT REQUESTED

MOTION TO QUASH AND DISMISS CRIMINAL OFFENSES

Defendant, Stephen R. Reed, by and through his undersigned counsel, hereby moves this Honorable Court for an Order quashing and dismissing 338 criminal offenses in the criminal complaint as precluded by the applicable statute of limitations¹ and, in support thereof, avers:

¹ Each charge against Defendant is fatally deficient for numerous legal and factual reasons and, therefore, subject to dismissal on other grounds. However, as the applicability of statutes of limitations or exceptions to statutes of limitations raises a question of law, which will be dispositive as to the vast majority of charges asserted by the Commonwealth, Commonwealth v. Riding, 68 A.3d 990, 993 (Pa. Super. Ct. 2013), this brief focuses on only this legal issue. Moreover, because addressing the applicability of the statute of limitations to the charges brought by the Commonwealth will result in the dismissal of 338 of 499 criminal offenses arising under 8 of 11 asserted statutory provisions, resolution of this issue at this early juncture is appropriate in the interest of judicial economy.

INTRODUCTION

1. This prosecution is predicated on allegations concerning the conduct of the Harrisburg city government during former Mayor Stephen R. Reed's terms as Mayor, which began in 1981 and ended on January 4, 2010. Indeed, 338 of 499 charges arising under 8 of 11 asserted statutory provisions are based on factual allegations alleged to have occurred no later than January 2010 and reach back as far as December 24, 1990.

2. However, as set forth below, the statute of limitations applicable to each offense is limited to either two or five years. See 42 Pa. Cons. Stat. § 5552(a), (b). Indeed, the policy espoused by the Pennsylvania Supreme Court is that statutes of limitations are to be liberally applied in cases such as this where the Office of the Attorney General has brought charges based on facts up to thirty-five years old "to protect individuals from having to defend themselves against charges when the basic facts may have become obscured by the passage of time and to minimize the danger of official punishment because of acts in the far-distant past." Commonwealth v. Cardonick, 292 A.2d 402, 407-08 (1972). Thus, as a matter of law and policy, because the vast majority of charges asserted are untimely from the face of the complaint, they should be dismissed.

3. The Office of the Attorney General may argue that an exception contained in 42 Pa. Cons. Stat. § 5552(c)(2), and which applies to charges asserted against public officials, tolled the statute of limitations. However, any such reliance on § 5552(c)(2) is misplaced because, consistent with the policy considerations underlying statutes of limitations, that exception is applicable only where the prosecution was brought "when the defendant is in public office or employment or within five years thereafter." Because Defendant left office on January 4, 2010

and these charges were not brought until July 14, 2015, the public official exception contained in § 5552(c)(2) does not apply and these charges are therefore untimely and must be dismissed.

FACTUAL AND PROCEDURAL BACKGROUND

4. Defendant, Stephen R. Reed (“Defendant” or “Reed”), is the former mayor of the City of Harrisburg, who was first elected to the office in 1981. Defendant was re-elected as Mayor in 1985, 1989, 1993, 1997, 2001, and 2005. In May 2009, Defendant lost the democratic primary and left office on January 4, 2010. (See Presentment No. 21 at 6 (June 18, 2015), a true and correct copy of which is attached hereto as Exhibit A.)

5. On July 14, 2015, the Commonwealth of Pennsylvania Office of the Attorney General (“OAG”) issued a criminal complaint (the “Complaint”), following the issuance of Presentment No. 21 by the Thirty-Seventh Statewide Investigating Grand Jury on June 18, 2015 (the “Presentment”), charging defendant, Stephen R. Reed (“Defendant” or “Reed”) with 499 offenses under 11 separate statutory provisions:

- 18 Pa. Cons. Stat. § 911(b)(2)(3) (Corrupt Organizations – 2 counts);
- 18 Pa. Cons. Stat. § 5111(a)(1)(2) (Dealing in Proceeds of Unlawful Activities – 2 counts);
- 18 Pa. Cons. Stat. § 3922(a)(1) (Theft by Deception – 4 counts);
- 18 Pa. Cons. Stat. § 4701(a)(1) (Bribery in Official and Public Matters – 7 counts);
- 18 Pa. Cons. Stat. § 4113(a) (Misapplication of Entrusted Property and Property of Government or Financial Institutions – 158 counts);
- 18 Pa. Cons. Stat. § 4910(a)(1) (Tampering with or Fabricating Physical Evidence – 1 count);
- 18 Pa. Cons. Stat. § 4107(a)(7) (Deceptive Business Practices – 1 count);
- 18 Pa. Cons. Stat. § 902 (Criminal Solicitation – 3 counts);
- 18 Pa. Cons. Stat. § 3925 (Theft by Receiving Stolen Property – 159 counts);

- 18 Pa. Cons. Stat. § 3926 (Theft of Services – 3 counts);
- 18 Pa. Cons. Stat. § 3921 (Theft by Unlawful Taking or Disposition – 159 counts).

(A true and correct copy of the Complaint is attached hereto as Exhibit B.)

6. The charges against Mr. Reed purport to be based upon the facts and recommendations set forth in the Presentment.²

7. The Presentment is focused exclusively on aspects of Harrisburg city governance occurring during Defendant’s terms as Mayor, which, as noted, ended on January 4, 2010. Specifically, the Presentment details municipal bond issuances made by the Harrisburg Authority in 1993, 1996, 1997, 1998, 2000, 2002, 2003, and 2007; the Harrisburg Parking Authority in 2000, 2001, and 2003, and the Harrisburg School District in 2003.

8. The thesis of the Presentment appears to be that certain fees retained by the Harrisburg Authority in connection with each bond issuance were improperly used through a “special projects fund” established at the Harrisburg Authority to fund various city economic development projects, including a National Civil War Museum, National Museum of the

² The Affidavit of Probable Cause supporting the Complaint explicitly states: “The OAG’s Investigation has utilized the 37th Statewide Investigative Grand Jury seated In Allegheny County under Presentment No. 21, same accepted by order of the Honorable Norman A. Krumencker, m, Supervising Judge. This Presentment, attached to this affidavit and Incorporated herein by reference, recommends charges to be filed by the Attorney General or her designee, against the defendant, Stephen R. Reed.” However, the Complaint does not adhere to the recommendations of the Grand Jury, charging three offenses not recommended by the Grand Jury – Tampering with or Fabricating Physical Evidence, 18 Pa. Cons. Stat. § 4910(a)(1), Criminal Solicitation, 18 Pa. Cons. Stat. § 902, and Theft by Unlawful Taking or Disposition, 18 Pa. Cons. Stat. § 3921 – and omitting three charges recommended by the Grand Jury – Misapplication of the Property of the Government, 18 Pa. Cons. Stat. § 4113, Tampering with Records, 18 Pa. Cons. Stat. 4104, and Theft by Failure to Make Required Disposition, 18 Pa. Cons. Stat. § 3927.

American West, and National Sports Hall of Fame.³ Indeed, the Complaint includes 21 charges under 7 separate statutory provisions asserting personal criminal liability against Defendant for the creation and administration of the “special projects fund” despite acknowledging that the “special projects fund” was created upon the advice of legal and financial advisors, with the approval of the board of directors of the Harrisburg Authority and all appropriations were made from the Harrisburg Authority knowingly in pursuit of economic development projects, including the National Museum of the American West, by the Harrisburg Authority board of directors.

9. Critically for purposes of this motion, the facts giving rise to these 21 charges all occurred as far back as December 24, 1990 and none more recently than January 2010:

- Offense # 1 – Corrupt Organizations – 2 counts

³ While the Presentment discusses the alleged impropriety of the City of Harrisburg purchasing artifacts for use in a proposed National Museum of the American West and charges Defendant with numerous criminal offenses related to those purchases, the Presentment establishes that funds set aside in the special projects funds were spent on numerous civic projects that did not give rise to any alleged criminal liability. (See Presentment at 7 (explaining that “the initial projects paid for by this fund included installing lights on the Walnut Street Bridge and creating a running trail on City Island”).) The Presentment contains no explanation of why the authorized expenditure of “special project” funds by the Harrisburg Authority to be spent on “installing lights on the Walnut Street Bridge and creating a running trail on City Island” does not give rise to criminal liability while the authorized expenditure of “special project” funds on a potential National Museum of the American West does, beyond suggesting that because the latter authorized civic project did not come to fruition, criminal liability may attach after-the-fact. Indeed, statements by the OAG appear to indicate that it is the nature of the items purchased and not the means and manner of their purchase that is driving the instant criminal case against Defendant. See, e.g., Harrisburg Grand Jury Report Goes Beyond the Former Mayor; Keystone Crossroads (July 15, 2015) (“As opposed to spending money on cops, or on pipes that work and don’t need to be refitted in 2015, it was spent on this menagerie of collectibles and curiosities — and that is a fraud on investors,’ [Deputy Attorney General Clarke] Madden says.”) Again, neither the Complaint nor the Presentment contains any basis to distinguish, for purposes of imposing personal criminal liability upon the Defendant, between expending “special projects” funds “on cops” or on other civic projects.

- Count 1: “That on and about diverse dates from **December 24, 1990 through January 2010**, the Defendant, a person, unlawfully through a pattern of racketeering activity that includes but is not limited to acts which are indictable under Chapter 47 (relating to bribery and corrupt influence) and Chapter 39 (relating to theft offenses), acquired or maintained, directly or indirectly, any interest in or control of the enterprise then known as The Harrisburg Authority.”
- Count 2: “On or about diverse dates from **December 24, 1990 through January 2010**, the defendant, a person employed by or associated with the enterprise, participated, either directly or indirectly in the conduct of The Harrisburg Authority’s affairs through a pattern of racketeering activities that includes but is not limited to acts which are indictable under Chapter 47 (relating to bribery and corrupt influence) and Chapter 39 (relating to theft offenses).”
- Offense # 2 – Dealing in Proceeds of Unlawful Activities
 - Count 1: “On or about diverse dates from **January 1, 2000 through September 7, 2007** the defendant conducted a financial transaction with the knowledge that the property involved, including stolen or illegally obtained property, represents the proceeds of unlawful activity, the defendant acted with the intent to promote the carrying on of the unlawful activity.
- Offense # 3 – Theft By Deception – 2 counts
 - Count 1: “On or about **September 2003**, the defendant intentionally obtained property with a value over \$500,000 from the Harrisburg School District by deception with respect to the closing costs of its 2003 debt offering.”
 - Count 2: “On or about various dates from **May 2000 to January 2010** the defendant intentionally obtained property with a value over \$500,000.00 from the Harrisburg Parking Authority by deception by transferring monies into the special projects fund.”
- Offense # 4 – Theft By Deception – 1 count
 - Count 1: “On or about diverse dates between **June 2008 and December 2008**, the defendant intentionally obtained or withheld property of the City of Harrisburg, by deception in an amount in excess of \$2,000.00 and less than \$100,000.00 with respect to invoices submitted for travel reimbursement.”
- Offense # 5 – Theft By Deception 1 count
 - Count 1: “On or about diverse dates between **2004 and December 2008**, the defendant intentionally obtained or withheld property of the City of Harrisburg by deception in an amount in excess of \$100,000.00 and less than \$500,000.00 with respect to expenses for the National Sports Hall of Fame Foundation.”
- Offense # 6 – Bribery in Official and Political Matters – 7 counts

- Count 1: “On or about diverse dates between **October 1999 and December 31, 2003**, the defendant offered, conferred or agreed to confer upon Richard House the position as ‘Director of Community Relations’ for the Harrisburg Senators Baseball team as consideration for the decision, vote, recommendation or other exercise of official discretion by the recipient in a judicial, administrative or legislative proceeding.
- Counts 2-7: “On or about diverse dates between **2003 and December 14, 2005**, the defendant offered, conferred or agreed to confer upon (6) members of the Harrisburg city council a benefit as consideration for their decision, vote, recommendation or other exercise of official discretion by the recipient in a judicial, administrative or legislative proceeding.”
- Offense # 9 – Deceptive Business Practices
 - Count 1: “On or about **September 2003**, the defendant, in the course of business, made or induced others to rely on false or misleading written statements with respect to the closing costs of the Harrisburg School District 2003 debt offering for the purpose of promoting the sale of securities, or omitted information required by law to be disclosed in written documents related to securities.”
- Offense # 10 – Criminal Solicitation – 3 counts
 - Count 1: “On or about **August 17, 2004**, the defendant, with the intent of promoting or facilitating its commission, he commanded, encouraged or requested another person to falsify a leave record for Richard Pickles.”
 - Count 2: “On or about **August 3, 2005**, the defendant, with the intent of promoting or facilitating its commission, he commanded, encouraged or requested another person to falsify a leave record for Richard Pickles.”
 - Count 3: “On or about **February 12, 2007**, the defendant, with the intent of promoting or facilitating its commission, he commanded, encouraged or requested another person to falsify a leave record for Richard Pickles.”
- Offense # 14 – Theft of Services – 3 counts
 - Count 1: “On or about **May 10-17, 2004**, the defendant who had control over the disposition of services of others to which he is not entitled, knowingly diverted the services of Richard Pickles to his own benefit or to the benefit of another not entitled thereto.”
 - Count 2: “On or about **July 8-17, 2005**, the defendant who had control over the disposition of services of others to which he is not entitled, knowingly diverted the services of Richard Pickles to his own benefit or to the benefit of another not entitled thereto.”

- Count 3: “On or about **November 29-December 13, 2006**, the defendant who had control over the disposition of services of others to which he is not entitled, knowingly diverted the services of Richard Pickles to his own benefit or to the benefit of another not entitled thereto.”

10. In addition, the Commonwealth alleges to have seized 158 artifacts⁴ belonging to the City of Harrisburg during its execution of search warrants on Defendant’s home and office. For each item allegedly belonging to the City of Harrisburg, the Complaint charges three separate theft offenses: Misapplication of Entrusted Property and Property of Government or Financial Institutions (Offense # 7, 158 Counts); Theft by Receiving Stolen Property (Offenses # 11-13; 159 Counts); Theft by Unlawful Taking or Disposition (Offenses # 15-17; 159 Counts).⁵

11. The Presentment contains no facts or theories as to how the alleged thefts – which account for 476 of the 499 charges asserted against the Defendant – occurred, beyond positing that many of the items seized appear to resemble items that had, at one time, appeared on an inventory of City-owned property.⁶ Nevertheless, the Complaint is explicit that the 158 counts of Misapplication of Entrusted Property and Property of Government or Financial Institutions

⁴ The Criminal Complaint states that there are 158 artifacts collectively listed in Attachments A, B, and C to it and purports to charge one count of Misapplication of Entrusted Property and Property of Government, one count of Theft by Receiving Stolen Property, and one count of Theft by Unlawful Taking for each artifact seized. However, only 153 items appear collectively in Attachments A, B, and C and several items are listed in both Attachments B and C.

⁵ There is no explanation in the Criminal Complaint for why Defendant has been charged with 158 counts of Misapplication of Entrusted Property and Property of Government or Financial Institutions but 159 counts for both Theft by Receiving Stolen Property and Theft by Unlawful Taking.

⁶ Defendant has, through counsel and on numerous occasions, made requests of both the OAG and the City of Harrisburg for a copy of the inventory of City-owned property referenced in the Presentment. The OAG has refused Defendant’s request and the City of Harrisburg has provided no response to Defendant’s numerous right-to-know requests seeking this property list and other public records.

and the 159 counts of Theft by Unlawful Taking or Disposition occurred in January 2010, presumably at the time Defendant left office on January 4, 2010:

- Offense # 7 – Misapplication of Entrusted Property and Property of Government or Financial Institutions – 158 counts
 - Counts 1-158: “On or about **January 2010**, the defendant disposed of property of the government (see Attachments A, B and C), namely the city of Harrisburg, in a manner which he knows is unlawful and involves a substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted.”
- Offenses # 15-17 – Theft by Unlawful Taking or Disposition – 159 Counts
 - Counts 1-29: “On or about **January 2010**, the defendant exercised unlawful control over movable property (see Attachment A) of the City of Harrisburg with the intent to deprive the city thereof.”
 - Counts 30-139: “On or about **January 2010**, the defendant exercised unlawful control over movable property of the City of Harrisburg (see Attachment B) with the intent to deprive the city thereof.”
 - Counts 140-159: “On or about **January 2010**, the defendant exercised unlawful control over the movable property of the City of Harrisburg (see Attachment C) with the intent to deprive the city thereof.”

DISCUSSION

12. The Pennsylvania Supreme Court has long recognized and affirmed the importance of statutes of limitations as a critical tool for ensuring fairness in our criminal justice system, explaining:

The Supreme Court observed in Toussie v. United States, 397 U.S. 112, 90 S.Ct. 858 [25 L.Ed.2d 156] (1970): "The purpose of a statute of limitations is to limit exposure to criminal prosecution to a certain fixed period of time following the occurrence of those acts the legislature has decided to punish by criminal sanctions. Such a limitation is designed to protect individuals from having to defend themselves against charges when the basic facts may have become obscured by the passage of time and to minimize the danger of official punishment because of acts in the far-distant past. Such a time limit may also have the salutary effect of encouraging law enforcement officials promptly to investigate suspected criminal activity." Id. at 114-15, 90 S.Ct. at 860. The

burden of defending against long completed conduct is onerous because "[a]s time passes, witnesses upon whom the defendant may need to rely die or move away; events are forgotten and records lost, particularly if the events seemed unimportant at the time of occurrence."

Commonwealth v. Cardonick, 292 A.2d 402, 407-08 (1972).

13. Because of the importance of statutes of limitations to protecting individuals from the prejudices resulting from prosecution of stale criminal charges, the Supreme Court has held that "statutes of limitations must be liberally construed in favor of the defendant and against the Commonwealth." Id. at 407.

14. Here, the OAG has brought 338 charges against Defendant that plainly fall outside of the applicable statutes of limitations, attempting to predicate these charges on events occurring as far back as 1990 and none more recently than January 2010.

15. With the exception of the 158 counts of Misapplication of Entrusted Property and Property of Government or Financial Institutions under 18 Pa. Cons. Stat. § 4113(a), which carries a two year statute of limitations, see In re Anonymous No. 35 D.B. 91, 19 Pa. D. & C. 4th 130, 140 n.2 (Pa. Disc. Bd. 1992), each charge against Defendant is subject to a five year statute of limitations requiring the Commonwealth to commence a prosecution within five years after it is committed. 42 Pa. Cons. Stat. § 5552(b).

16. 42 Pa. Cons. Stat. § 5552(d) defines "[c]ommission of offense" as occurring "when every element occurs, or, if a legislative purpose to prohibit a continuing course of conduct plainly appears, at the time when the course of conduct or the complicity of the defendant therein is terminated. Time starts to run on the day after the offense is committed."

17. 42 Pa. Cons. Stat. § 5552(e) defines "[c]ommencement of prosecution" as occurring "either when an indictment is found or an information under section 8931(b) (relating

to indictment and information) is issued, or when a warrant, summons or citation is issued, if such warrant, summons or citation is executed without unreasonable delay.”

18. The following offenses charged against defendant are non-continuing offenses thus requiring the OAG to have charged Defendant with them within five years of their alleged commission: 18 Pa. Cons. Stat. § 5111(a)(1)(2) (Dealing in Proceeds of Unlawful Activities); 18 Pa. Cons. Stat. § 3922(a)(1) (Theft by Deception); 18 Pa. Cons. Stat. § 4701(a)(1) (Bribery in Official and Public Matters); 18 Pa. Cons. Stat. § 4910(a)(1) (Tampering with or Fabricating Physical Evidence); 18 Pa. Cons. Stat. § 4107(a)(7) (Deceptive Business Practices); 18 Pa. Cons. Stat. § 902 (Criminal Solicitation – 3 counts); 18 Pa. Cons. Stat. § 3925 (Theft by Receiving Stolen Property – 159 counts); 18 Pa. Cons. Stat. § 3926 (Theft of Services – 3 counts); 18 Pa. Cons. Stat. § 3921 (Theft by Unlawful Taking or Disposition – 159 counts).

19. The OAG has charged Defendant with 178 offenses under the above statutes that are alleged to have been committed as early as September 2003 and no later than January 2010. According to the facts alleged in the Complaint and Presentment and under 42 Pa. Cons. Stat. § 5552(b), the five year statute of limitations for the following charged offenses expired on the following dates:

- 18 Pa. Cons. Stat. § 5111(a)(1)(2) (Dealing in Proceeds of Unlawful Activities)
 - Offense #2, Count 1 – September 7, 2012;
- 18 Pa. Cons. Stat. § 3922(a)(1) (Theft by Deception)
 - Offense # 3, Count 1 – September 2008;
 - Offense # 3, Count 2 – January 2015;
 - Offense # 4, Count 1 – December 2013;
 - Offense # 5, Count 1 –December 2013;
- 18 Pa. Cons. Stat. § 4701(a)(1) (Bribery in Official and Public Matters)

- Offense # 6, Count 1 – December 31, 2008;
- Offense # 6, Counts 2-7 – December 14, 2010;
- 18 Pa. Cons. Stat. § 4107(a)(7) (Deceptive Business Practices)
 - Offense # 9, Count 1 – September 2008;
- 18 Pa. Cons. Stat. § 902 (Criminal Solicitation – 3 counts)
 - Offense # 10, Count 1 – August 17, 2009;
 - Offense # 10, Count 2 – August 3, 2010;
 - Offense # 10, Count 3 – February 12, 2012;
- 18 Pa. Cons. Stat. § 3926 (Theft of Services – 3 counts)
 - Offense # 14, Count 1 – May 17, 2009;
 - Offense # 14, Count 2 – July 17, 2010;
 - Offense # 14, Count 3 – December 13, 2011
- 18 Pa. Cons. Stat. § 3921 (Theft by Unlawful Taking or Disposition – 159 counts).
 - Offenses # 15-17, Counts 1-159 – January 2015.

20. 18 Pa. Cons. Stat. § 4113(a) (Misapplication of Entrusted Property and Property of Government or Financial Institutions) is also a non-continuing offense with a two year statute of limitations. See 42 Pa. Cons. Stat. § 5552(a). According to the Complaint, 159 counts of misapplication of entrusted property and property of government or financial institutions occurred in January 2010. Thus, the state of limitations on these offenses expired in January 2012.

21. 18 Pa. Cons. Stat. § 911(b)(2)(3) (Corrupt Organizations) is considered a continuing offense “so long as the person who committed the violation continues to receive any benefit from the violation.” 18 Pa. Cons. Stat. § 911(c). To determine when the five-year statute of limitations applicable to corrupt organizations charges begins to run, Courts are required to

determine when a defendant last received a benefit from conducting the affairs of the alleged enterprise through a pattern of racketeering. Commonwealth v. Lavelle, III, 555 A.2d 218, 222 (Pa. Super. Ct. 1989). Thus, for instance, where, like here, the alleged pattern of racketeering activity underlying a corrupt organizations offense involves theft offenses, the statute of limitations begins to run at the time the Defendant last **receives** property through the predicate offenses. Id.

22. According to the Complaint, Defendant is charged with receiving property belonging to the City of Harrisburg in January 2010. Accordingly, the statute of limitations began to run for the corrupt organizations charge in January 2010⁷ and expired in January 2015.⁸

⁷ The OAG's corrupt organizations charges allege that Defendant acquired and exercised control over the Harrisburg Authority "from December 24, 1990 through January 2010" presumably by virtue of the fact that Defendant, as Mayor of Harrisburg, appointed the Harrisburg Authority's board of directors, as he was statutorily required to under the Municipal Authorities Act, 53 Pa. Cons. Stat. § 5610(a)(1).

⁸ The OAG has also charged Defendant with 159 counts of Theft by Receiving Stolen Property. According to the Complaint, "[o]n or about diverse dates from April 2015 to June 2015, the defendant intentionally received, retained or disposed of movable property [identified in Attachments A, B, and C to the Complaint] of the City of Harrisburg knowing that it had been stolen, or believing that it had probably been stolen." This charge does not extend the statute of limitations. First, though not explicitly alleged, it appears that the dates the OAG is alleging these offenses to have occurred is the date that search warrants executed on Defendant's home and office were executed, revealing items the OAG alleges belong to the City of Harrisburg and that are alleged by the Commonwealth to have been taken unlawfully by the Defendant in January 2010. Accordingly, the OAG's theory of this offense appears to be that defendant **retained** the identified property as of April 2015 to June 2015. As discussed, the statute of limitations for corrupt organizations runs from the date the benefit of alleged racketeering activity was last **received**. 18 Pa. Cons. Stat. § 911(c). Defendant's continued retention of property does not extend the limitations period to when the Commonwealth has discovered it. See Lavelle, 555 A.2d at 222 (rejecting Commonwealth argument that defendant's continued retention of illicitly obtained property tolled statute of limitations for corrupt organizations charge holding "[i]f we were to accept the argument of the Commonwealth, we would be forced to conclude that because the loans remain unpaid, appellant is still enjoying a benefit and that, as a result, the statutory period of limitations has not yet commenced. This argument is spurious since it ignores the plain language of section 911(c) which tolls the statute for only so long as benefits are 'received,' rather

23. The OAG apparently will rely on the public official exception to extend any of the above expired statutes of limitations. Such reliance, however, is misplaced. 42 Pa. Cons. Stat. § 5552(c)(2) provides a tolling exception to statutes of limitations permitting the Commonwealth to charge otherwise stale criminal conduct of a public official committed while the official was within office so long as two conditions are met: (1) the prosecution must be commenced either while the defendant is still in office or within five years of the defendant leaving office; and (2) the exception cannot be applied to extend an applicable statute of limitations by more than eight years.

24. Section 5552(c)(2) provides, in full:

If the period prescribed in subsection (a), (b) or (b.1) has expired, a prosecution may nevertheless be commenced for . . . [a]ny offense committed by a public officer or employee in the course of or in connection with his office or employment at any time when the defendant is in public office or employment or within five years thereafter, but in no case shall this paragraph extend the period of limitation otherwise applicable by more than eight years.

25. The plain language of the public official exception is clear – to apply to extend an otherwise expired statute of limitations, the prosecution must be commenced “at any time when the defendant is in public office or employment or within five years thereafter.” As explained by the Superior Court, “if the offense was committed by a public officer or employee in the course of or in connection with his or her office or employment at the time when he or she was an officer or employee, the prosecution could be commenced within five years after the person left the office or employment provided that this did not extend the period of limitations by more than

than ‘enjoyed,’ and would result in the elimination of the statute of limitations in many, if not all, prosecutions under the Act”). Second, and more fundamentally, the alleged theft by receiving stolen property cannot be held to be part of a pattern of racketeering activity because it allegedly occurred over five years after Defendant left office and last had any involvement whatsoever with the alleged “enterprise” – the Harrisburg Authority.

eight years beyond the period otherwise applicable." Commonwealth v. O'Donnell, 542 A.2d 1025, 1026 (Pa. Super. Ct. 1988).

26. Defendant left office on January 4, 2010. This prosecution was not commenced until July 14, 2015, when the Complaint was issued, over five years and six months after Defendant left public office and employment. Thus, according to the plain language of § 5552(c), each charged offense occurring in January 2010 or earlier – 338 total charges, see ¶¶ 5, 7, *infra* – is untimely and must be dismissed.

27. The Commonwealth will likely rely on the last phrase in § 5552(c)(2) and language contained in Commonwealth v. O'Kicki, 597 A.2d 152, 164 (1991), to argue that the public official exception creates a general eight year extension to statutes of limitations for crimes committed while the defendant was in office. This position would misread the O'Kicki decision and defy the plain language of § 5552(c)(3). In O'Kicki, an elected official was charged in 1989 with official oppression based on actions occurring ten years earlier. Id. at 164. A two year statute of limitations applied to charges for official oppression. Id. In holding that the prosecution was timely, the court explained:

In 1978 the general statute of limitations applicable to the offense was two years with the exception that if the period had expired, the period was extended to the period while the alleged perpetrator is still in public office or employment, but in no case is the statute extended by more than three years. Effective December 1978, the exception was enlarged to the time of occupancy of office or employment or within five years thereafter, but not beyond eight years. Therefore, an offense with a two year statute of limitation where the alleged actor continued to occupy public office, the maximum time for commencement of prosecution is ten years (two plus eight) 42 Pa.C.S.A. § 5552(c)(2).

Id. However, the O'Kicki court did not hold that § 5552(c)(2) provided a general eight year extension to statutes of limitations. Instead, the O'Kicki court, consistent with the language of § 5552(c)(2), explained that “an offense with a two year statute of limitation where the alleged

actor continued to occupy public office, the maximum time for commencement of prosecution is ten years (two plus eight).” *Id.* (emphasis added). Compare 42 Pa. Cons. Stat. § 5552(c)(2) (stating that a prosecution can be commenced “at any time when the defendant is in public office or employment or within five years thereafter, but in no case shall this paragraph extend the period of limitation otherwise applicable by more than eight years”). Thus, the O’Kicki court faced a situation where the maximum extension could be applied because the defendant there was still in office at the time of the commencement of the prosecution.

28. Because Defendant was not in public office or employment at the time this prosecution was commenced, the maximum extension discussed in O’Kicki does not apply. Instead, because defendant is a former public official, charges are required to have been brought against him within five years after he left public office in order for the public official exception to apply to extend the otherwise expired statutes of limitations. See Commonwealth v. Roberts, 969 A.2d 594, 597 n.7 (Pa. Super. Ct. 2009) (explaining that “[t]he 1991 amendment to 42 Pa. Cons. Stat. Ann. § 5552(c) allows for prosecution of crimes by public officials, notwithstanding the statute of limitations, **so long as the individual is so employed or within 5 years of his departure from public employment**”). (emphasis added).

29. Moreover, reading § 5552(c)(2) to have created a general eight year extension to statutes of limitations would render the phrase “at any time when the defendant is in public office or employment or within five years thereafter” superfluous, contrary to the tools of statutory construction, which require that “[e]very statute shall be construed, if possible, to give effect to all of its provisions.” 1 Pa. Cons. Stat. § 1921(a). In other words, there is no possible way to read and apply all provisions in § 5552(c)(2) while holding that it applies to permit the prosecution of the untimely charges discussed herein.

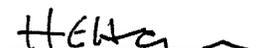
30. Accordingly, because the public official exception does not apply to extend the limitations period applicable to the charged discussed herein, they are untimely and must be dismissed.⁹

CONCLUSION

For the reasons set forth above, Defendant, Stephen R. Reed, respectfully requests that this Honorable Court issue an order quashing and dismissing the criminal charges outlined above as barred by the applicable statute of limitations.

Respectfully submitted,

Dated: September 10, 2015


Henry E. Hockeimer, Jr.
Terence M. Grugan
BALLARD SPAHR LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599

*Attorneys for Defendant
Stephen R. Reed*

⁹ Nor could the OAG argue that the charges are timely because the offenses have been recently “discovered.” First, discovery of the offense does not apply to toll any of the applicable limitations periods. Second, as acknowledged by the Attorney General in announcing these charges, the public has been aware of the facts of this case since at least 2003. Indeed, current-Mayor Papenfuse, credited by the Attorney General with not “letting it go” by publicly discussing the allegations contained in the presentment for numerous years, had himself acknowledged that as early as 2007 both the FBI and the OAG under former Attorney General Corbett examined the same facts the OAG has now criminally charged and declined to bring any charges against Defendant or anyone else. Only the Attorney General can know why these charges, which had been subject to OAG investigation for at least eight years, involve virtually no facts following Defendant’s departure from office on January 4, 2010 – five and one-half years before the commencement of this prosecution – and which are plainly facially barred by the statute of limitations were brought at all and at this time.

CERTIFICATE OF SERVICE

I hereby certify that on September 10, 2015, a true and correct copy of the foregoing Motion to Quash and Dismiss Criminal Offenses was served upon the following:

Clarke Madden, Esquire
Rebecca Franz, Esquire
Office of the Attorney General
Strawberry Square
Harrisburg, PA 17120



Terence M. Grugan

EXHIBIT A

IN THE COURT OF COMMON PLEAS
ALLEGHENY COUNTY, PENNSYLVANIA

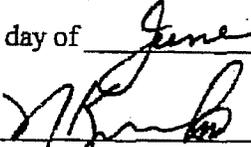
IN RE: : SUPREME COURT OF PENNSYLVANIA
: 64 W.D. MISC. DKT. 2013
THE THIRTY-SEVENTH STATEWIDE :
: ALLEGHENY COUNTY COMMON PLEAS
INVESTIGATING GRAND JURY : CP-02-MD-4931-2013
:
: NOTICE NO. 11

ORDER ACCEPTING PRESENTMENT NO. 21

1. The Court finds Presentment No. 21 of the Thirty-Seventh Statewide Investigating Grand Jury is within the Authority of said Grand Jury and is in accordance with the provisions of the Investigating Grand Jury Act, 42 Pa.C.S.A. §4541, et seq. Accordingly, this Presentment is accepted by the Court. 2. The County for conducting the trial of all charges pursuant to this Presentment shall be Dauphin County.

3. The Attorney General of the Commonwealth of Pennsylvania, or her designee, is hereby authorized to prosecute as recommended in this Presentment by instituting appropriate criminal proceedings in the aforesaid County.

SO ORDERED, this 18 day of June, 2015.



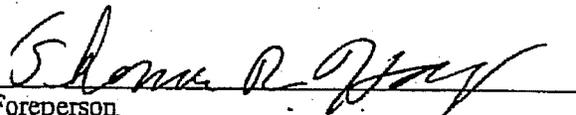
Norman A. Krumenacker, III, Supervising Judge
Thirty-Seventh Statewide Investigating Grand Jury

IN THE COURT OF COMMON PLEAS
ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: : SUPREME COURT OF PENNSYLVANIA
: 64 W.D. MISC. DKT. 2013
THE THIRTY-SEVENTH STATEWIDE :
INVESTIGATING GRAND JURY : ALLEGHENY COUNTY COMMON PLEAS
: CP-02-MD-4931-2013
:
: NOTICE NO. 11

PRESENTMENT NO. 21

We, the Thirty-Seventh Statewide Investigating Grand Jury, duly charged to inquire into offenses against the criminal laws of the Commonwealth, have obtained knowledge of such matters from witnesses sworn by the Court and testifying before us. We find reasonable grounds to believe that various violations of the criminal laws have occurred. So finding with not fewer than twelve concurring, we do hereby make this Presentment to the Court.


Foreperson
Thirty-Seventh Statewide Investigating Grand Jury

Dated: 6-18-15, 2015

INTRODUCTION

We, the members of the Thirty-Seventh Statewide Investigating Grand Jury, having received and reviewed evidence regarding allegations of violations of the Pennsylvania Crimes Code and related laws, occurring in Dauphin County, Pennsylvania, pursuant to Notice of Submission of Investigation Number 11, do hereby make the following findings of fact, conclusions, and recommendation of charges.

FINDINGS OF FACT

This investigation was commenced upon a conflict referral from the Dauphin County District Attorney's Office. It concerned allegations of potential criminal misconduct with respect to the financing, operation, and management of the Harrisburg Resource Recovery Facility or what has popularly become known as the "incinerator." Over time, this Grand Jury's inquiry broadened in scope to receive and consider evidence of misconduct in the administration of other Harrisburg municipal entities and by officials of the Harrisburg City government.

Much has been written elsewhere about the public debt crisis which resulted from the decision by Harrisburg City, Dauphin County, and state public officials, to encumber the region through serial issuance of public debt in the forlorn hope of transforming the 'incinerator' into a profitable enterprise. The Forensic Audit prepared for the Harrisburg Authority comprises a thoughtful and, this Grand Jury finds, accurate exegesis of the incinerator project.

This Grand Jury, however, finds that the root causes of this crisis were endemic to Harrisburg city government itself at the time. The misguided decisions which later became criminal misconduct are visible in a number of civic institutions which this Grand Jury has studied.

The scope and complexity of this investigation make précis difficult but, in short, this Grand Jury finds that then Mayor Stephen Reed, abetted by associates in government and the professional community, exploited the availability of capital in the municipal debt market to raise money for purposes utterly unrelated to the civic project for which a given bond was issued. In other words, in every instance this Grand Jury examined, Reed and his associates marketed and sold bonds for one purpose, such as retrofitting the incinerator or renovating schools, then diverted at least some of those proceeds to buy things in which Reed was interested and to create fees payable to a coterie of professionals.

This model of the issuance of public debt for one purpose and the expenditure of proceeds on totally unrelated goods and services appears in not just the former Harrisburg Authority, but in the Harrisburg School District, the Harrisburg Civic Baseball Club, the Harrisburg University of Science and Technology, and other municipal enterprises. Each was exploited to raise capital ostensibly necessary for a legitimate purpose and each was damaged under the crushing weight of the debt incurred in its name. It is the investigation of this engine of debt which drove the City of Harrisburg inexorably into receivership, and Stephen Reed's role in fueling it, which is the subject of this presentment. Accordingly, the instant presentment is addressed to the alleged criminal misconduct of Stephen Reed only. This presentment is issued in furtherance of the Thirty-Seventh Statewide Investigating Grand Jury's ongoing investigation into allegations of misconduct by those named herein and others as yet unnamed.

This presentment will address the role of each municipal entity in what became the 'Reed model' of the misuse of public debt and other public funds. Additional findings of fact and a recommendation of criminal charges follow.

Stephen Reed graduated from Bishop McDevitt High School in Harrisburg in 1967. He attended Dickenson College but left off his studies prior to graduation in favor of pursuing a career in politics.

In 1974, when he was only 25 years old, Reed won a seat in Pennsylvania's House of Representatives. He served three terms there before departing in 1980.

In 1981, Reed was elected Mayor of the City of Harrisburg, an office he would hold without interruption or meaningful opposition until January 4, 2010. A dynamic and forceful personality, Reed would come to exercise near absolute control over the offices and institutions of the city he governed.

Undoubtedly, Reed did much that was good for the City of Harrisburg and its residents. This Grand Jury finds however that, over time, the prudent stewardship and innovative thinking which Reed brought to his office early on gave way to a use of public money and other resources to gratify his own interests at the city's expense.

I. "INCINERATOR" AND THE HARRISBURG AUTHORITY

In December of 1993, the City of Harrisburg sold the Resource Recovery Facility, hereinafter referred to as the incinerator, to a municipal entity called The Harrisburg Authority.

Thomas Mealy, one time executive director of The Harrisburg Authority testified before this Grand Jury. He was appointed to that position by Stephen Reed in 1990. The Authority began as a mundane municipal entity overseeing traditional city utilities such as sewer and water. Under Reed's control, the scope of the Authority's portfolio would swell to include administration of the incinerator and participation in the issuance of public debt on behalf of the

Harrisburg School District, Harrisburg University of Science and Technology and in other municipal finance transactions.

Organizationally, Mealy testified the Authority's board of directors comprised five individuals who were all appointed by then Mayor Reed. They served terms of either two or four years.

Mealy testified that in 2000 or 2001 the Authority began to divert money into a "special project fund" the idea of which was to bring in "non-Harrisburg money" to be used and spent on improving city services. Mealy indicated that some of the initial projects paid for by this fund included installing lights on the Walnut Street Bridge and creating a running trail on City Island. Mealy testified that over time Reed became more "aggressive" with the use of money from this fund. Specifically, Reed used it to purchase antiquities and Mealy testified that the Board would entertain requests by Reed to use Authority money for that purpose¹.

¹Reed had indicated to the Harrisburg Authority through a memo that "the law does not prescribe any particular manner in which such funds should be utilized". This notion is incorrect. To the extent money in the Special Projects Reserve Fund is money of THA, the Municipality Authorities Act expressly prescribes: i) permitted usage - to include acquisition of land, structures, equipment, and facilities and improvements thereto, and ii) permitted projects and purposes for which money can be spent - to include water, sewer, storm water, parking, airports, incinerators, schools and healthcare facilities (nowhere is acquisition of museum artifacts mentioned as a proper use, purpose or project of a municipal authority). Moreover, the Authority, like the City was subject to competition in award of contracts and these provisions at the time would have applied to any contract for purchase with a cost of over \$10,000 per Section 5614 (that is, had the acquisition of an artifact with THA or City money been legal in the first instance). To the extent that money in the Special Projects Reserve Fund was money of the City, the City Charter and applicable State law have bidding requirements and would require that such amounts are properly budgeted and appropriated by City Council.

The city sold the incinerator to the Authority at a time when the EPA introduced more stringent regulations of waste to energy facilities like the incinerator. It became clear it would be necessary either to close the incinerator or to spend a great deal of money to retrofit it to bring it into compliance with federal law.

In 1993, the Harrisburg Authority purchased the incinerator from the City of Harrisburg for \$26.7 million dollars. As the forensic audit for the Harrisburg Authority noted, that purchase was made entirely with borrowed money. It was necessary to borrow an additional \$7.5 million dollars at the same time bringing the 1993 purchase price, all of which was borrowed, to \$34.2 million.

In 1996 and 1997, it was necessary to borrow \$3.5 million and \$10.9 million respectively. Millions of dollars of that aggregate borrowing were consumed by a working capital deficit signifying that the revenues generated by the incinerator were not sufficient to pay the expenses.

In 1998, it was necessary for the Authority to issue close to \$56 million dollars in debt which purported to refinance the 1993 and 1997 borrowings. Far from generating revenue or cutting expenses, this borrowing was necessary to prop up the operation of the facility with ever increasing borrowing at increasing cost to incinerator operations. Again, in 2000, the Authority issued another \$25.2 million dollars' worth of debt to restructure prior borrowing and to back fill the hole which the previous bond issues had created. Despite the self-evident need for every available dollar to go to debt service and operations, \$4.2 million dollars more in debt was incurred in 2000 and diverted to the City of Harrisburg as a "guaranty fee." This "guaranty fee" was created and sized to fill a budget deficit in the City of Harrisburg's General Fund. This Grand Jury finds that this fee was disproportionate to the value of the guaranty, and a clear

example of Reed taking bond proceeds from one bond issue and using them for a purpose that Reed believed would be beneficial to him. The incinerator could ill afford this additional debt constituting the guaranty fee bonds and this is an instance of exploitation of the municipal bond market by Reed.

In 2002, still more debt was issued, and the Authority offered \$17 million dollars of additional bonds for sale. The vast majority of bond proceeds from this offering had to be expended as working capital. By this time, the incinerator was producing nothing but additional debt, and each bond issuance forged a new link in the chain of debt wrapped around the city and which the city still drags behind it to this day.

But the worst was yet to come. In 2003 the Authority issued Series A, B and C notes of 2003 for a total amount of almost \$76 million dollars. Like paying one credit card with another, the massive 2003 issuance accomplished little more than kicking the can down the road at great expense to incinerator operations. This borrowing pushed principal out into the future so that THA was able to make interest payments on the prior debt.² As the forensic audit noted, by this point in 2003 the incinerator was carrying almost \$105 million dollars' worth of debt. The Authority issued still more debt, comprising its D, E and F series of 2003 which encumbered the facility with a spectacular additional \$125 million dollars' worth of debt. It was from this malignant mass of debt that Reed picked "fees" to be spent on artifacts and curiosities.

By the end of 2006, things had gone from bad to worse at the incinerator. The task of retrofitting the incinerator to make it fall in line with EPA standards had fallen far short of

² The expense of this, and other, municipal debt offerings and their certification as "self-liquidating" to the Commonwealth of Pennsylvania, and to the investors to whom the bonds were marketed, is the subject of an ongoing investigation by this Grand Jury.

projection and the Authority was faced with needing to raise an estimated of \$25.5 million to complete the project. This coupled with the fact that the Authority had debt service and swap payments due in 2007 that totaled \$13.4 million, made it clear to the Authority that additional debt would have to be issued in order to save the project and prevent further financial ruin for the city of Harrisburg.

At this same time, Reed was attempting to hash out the terms of the borrowing in such a way that the city of Harrisburg and county of Dauphin would be on board and willing to guarantee the loans.

A city council woman from 2001-2009, testified that the city council was not in favor of the 2007 borrowing. Council had come together and drafted a set of 15 conditions that had to be met prior to them voting to approve the borrowing. One of the conditions was that none of the professionals that were paid on the first round of borrowings could be used this time around. This condition was ultimately removed due to the former special projects advisor and a senior counselor to Reed threatening to sue her for tortious interference with contract. Some of the other conditions included reducing the working capital amount, repaying the city for the guarantee payment that it had made on June 1, firing all individuals connected with the Barlow retrofit, replacing the Authority board, an agreement from the Authority board that it would attempt to sell the facility on or before July 1, 2009, and hiring individuals to perform a forensic audit of the project.

Dauphin County had its own list of conditions that had to be met before they would guarantee the debt as well. Some of the conditions included that it would receive all money that was past due to it and its professionals from the working capital loan that was a part of the

borrowing, that the working capital loan would be for no more than \$30 million and that the debt would be restructured prior to June 30, 2009. Jeff Haste, a Dauphin County Commissioner since 2003 testified before the Grand Jury. He recalled the discussions leading up to the 2007 borrowing as being very difficult. "I remember sitting in the meeting being very frustrated, and I made a comment, and this still holds true today. I felt that the County was almost like that Coast Guard rescue person that we had jumped into the waters to save the City, to swim with them to shore. You know, again, financially that's what we were doing to try to save them, and we weren't told the whole story. And I remember stating at that time when we had to make a decision in '07, do we continue to try on our mission and swim to shore with the City or do we just say it's time to sink and drown."

Ultimately, both the City and County were able to reach a compromise whereby they got some of their conditions met and, in return, agreed to act as a guarantor for the 2007 borrowing.

Bernadette Barattini, the attorney for the PA Department of Community and Economic Development who administers the Local Government Debt Act which includes the certification of debt as self-liquidating, testified before the Grand Jury. She indicated that it would have been "problematic" to certify the existing debt as self-liquidating if all of the projections that were prepared indicated that the incinerator would not be able to produce sufficient revenue to pay for past bonds let alone the new ones being issued. She stated if this was the case, the self-liquidating certification should have been changed to indicate only the amount of the debt that could be paid for by reasonable projections of revenue.

In an effort to proceed with the issuance of new debt, the Authority asked multiple parties to prepare projections of the expected operations for the incinerator for the period 2007 through

2011. All but one of the projections³ indicated that the Authority would be unable to service the current debt for the facility, let alone any new debt that would be issued. In spite of this dubious forecast, the Authority went ahead with issuing the debt and all parties to the borrowing still signed the form, certifying all of the previous debt as self-liquidating.

On December 26, 2007, the Harrisburg Authority issued the 2007 C Note for \$20,961,574.40 and D Note for \$9,033,234.45. Included in the closing documents was a reference to the Tri Party Interim Funding Agreement which was drafted to prevent Covanta from terminating its services. The agreement included the Authority, the city and the county and provided that the Authority would make a payment of \$800,000 to Covanta, the city would make a payment of \$250,000 to Covanta and the County would make a payment of \$2.25 million to Covanta. The money paid by the City and County would be reimbursed to them through the 2007 borrowing, effectively paying them back for having to make payments that they were contractually obligated to make, as guarantors of the previous loans.

The 2007 Notes also included payments outstanding to Covanta as well as the monies that would be owed to Covanta in 2008 totaling \$5,716,728.55. Aside from that amount, the remainder of the money that was acquired through the borrowing was spent to pay past debts, to cover upcoming debt service payments and to pay the professionals who put together the deal. There was a \$3,456,097.99 payment to the City of Harrisburg to reimburse it for a June and September debt service payment. The Notes were also used to repay the city and county for debt service payments that were coming due in November and December of 2007 as well as to cover the payments that were due in 2008, totaling \$14,220,927.86. There was also a \$1,067,783.00

³ The one projection was stale, based upon facts that were known to have changed well before issuance of the debt, and did not contain the information generated by experts on which the bond professionals ultimately relied.

reimbursement to the County for fees that the Authority had collected on its behalf and had failed to remit for 2006 and 2007. Finally, there was \$1,222,671.12 in legal and financial fees that were tied to the borrowing that were also paid from the Notes.

Although he was the executive director of the Harrisburg Authority, Mealy could not explain how the Authority became entangled in so many different municipal transactions, so many of which seemed plainly outside the scope of the Authority's institutional expertise. For example, \$77 million dollars of debt was issued by the Authority on behalf of the school district of the City of Harrisburg. The official statement provided with respect to that debt issuance announces the purpose of the bond float as follows "the bonds are being issued to provide funds that will be used, together with certain other available funds, to finance a project of the school district consisting of (i) the financing of various capital projects of the school district ("the capital projects"); (ii) the current refunding of the outstanding amount of the school district's general obligation notes...; (iii) the funding of capitalized interest on the bonds; (iv) the payment of the costs of issuance of the bonds." Although investors were told that proceeds of this bond issue would be spent on the improvement of the schools of the City of Harrisburg for the benefit of its students; Reed took more than half a million dollars to buy Wild West and other curiosities.

Reed himself, in a memorandum dated September 21, 2003 to Thomas Mealy then the Executive Director of the Harrisburg Authority candidly announced the purpose of the "administrative fee." In a thirteen (13) line memo attached to a thick stack of artifact invoices, Reed informed Mealy that the balance in the "Special Account" had dwindled to \$8,783.97. "With the closing on September 23rd of the THA bonds," Reed told Mealy "there will be an additional \$515,000.00 added." That money would not long remain in the "Special Account," because Reed simultaneously presented to Mealy close to half a million dollars' worth of artifact

invoices which he instructed Mealy are to be paid the day after the bond closing. From the nearly \$550,000.00 syphoned into the Special Account from the school district of Harrisburg, only \$56,000.00 by Reed's own account would be left after payment of the "already pending" orders for curiosities.

As part of that transaction, Authority board member Frederick Clark moved that the Authority take a \$515,000 "administrative fee"⁴ from the issuance of 77 million dollars of Harrisburg School District debt and move it into a special projects fund. Mr. Mealy had no idea what role the Authority could have played in a refinancing done by the Harrisburg School District that would justify a fee of more than a half a million dollars. Mealy testified that Stephen Reed or "the other two that I mentioned," referring to a senior counselor to Reed and a former special projects advisor, would tell him what amount the Authority fee would be. The Grand Jury wishes to emphasize this is the first, but by no means the only, instance in which a witness in a position of authority testified that Reed would dictate the particular terms of a

⁴ Such an amount is largely outside the bounds of the traditional fee charged by a conduit issuing authority. Some other examples of administrative fees that are typical in this area include:

a. **City of York General Authority.** This authority was used by the School District prior to Stephen Reed's control of the board for a borrowing in 1999. Their fee on an \$80 million transaction was \$75,000.00, approximately 686% lower than what the School District was required to pay to THA in 2003.

b. **State Public School Building Authority.** For the past 10 years or so, issuing through this authority has been relatively inexpensive and today, it is free of cost to the borrower. When the School Board was given a choice, it availed itself to this low cost option and on a borrowing of very similar size (\$77 million) paid \$12,500 or, 4,120% less than the School District paid THA in 2003.

c. **Dauphin County General Authority.** This Authority charges a flat fee based upon size of the transaction and complexity. In 2010, in connection with a continuing care retirement community (considered more complex than a school district financing) DCGA charged \$25,000 which was also intended to cover legal costs of the DCGA. Another general authority in Pennsylvania (Delaware County General Authority) for this sized transaction would have also charged \$25,000 according to its published fee schedule.

financial transaction into which city entities under his control would enter. This extended to dictating the actual amount of the fee in this instance. It is self-evident that this fee cannot have been related to services performed by the Authority where the amount of that fee is not determined by the labor of Authority employees but is rather declared by the Mayor.

Professionals retained by the Authority, such as Authority legal counsel and a financial advisor, who did employ labor on behalf of the Authority were paid separately by the School District from proceeds of the bonds.

At that very same September of 2003 meeting, the Board voted to pay \$471,506.00 worth of artifacts payments to various antiquities dealers. Reed would simply submit requisitions for payment and, Mealy testified, the Authority would then vote to approve payment. Then Grand Jury notes that the amount of the reimbursement correlates to the amount of the Authority's 'fee.'

This was not the only such fee taken. In a November 2002 letter, Reed told Mealy to expect money from the Parking Authority and from the school district and directed that those funds should be moved into the special projects fund. In a review of the city special projects fund revenue from 2000-2005, it is notable that large sums of money flow into the fund from the Harrisburg Parking Authority, beginning with a deposit of \$1.3 million on May 5, 2000. On August 3, 2001, there is \$750,000.00 that makes its way into the special projects fund from a series of bonds issued on behalf of the Parking Authority. October 9, 2001, there is an additional \$973,000.00 that is deposited into the special projects fund for what is noted to be the 7th Street Garage sale. Less than three months after this deposit of close to \$1 million, the fund was down to a balance of \$4,456.64 and an additional \$175,000.00 was deposited for the remainder of the 7th Street Garage sale on December 27, 2001. Again on February 28, 2003 \$250,000.00 makes

its way into the fund from the Parking Authority. An additional \$500,000.00 is deposited on April 3, 2003 and another \$170,130.00 is deposited on May 16, 2003. The Grand Jury notes that each influx of cash from the Parking Authority seems to occur at a time when the balance for the fund is nearing zero and a deposit is needed to prevent the fund from going into the red. Each payment from the Parking Authority decreases the amount the Parking Authority would otherwise be transferring to the City's General Fund for core municipal services and/or requires it to borrow more for parking improvements.

In August of 2002, Mealy acknowledged a request by Reed to move \$175,000.00 worth of proceeds from bonds sold on behalf of the incinerator to make them available for the purchase of artifacts. Mealy candidly assessed the difficulties in using the bond money for that purpose, and suggested to Reed in that letter that perhaps it would be possible to re-characterize money from bond proceeds as "fees" so that they could be used for another purpose. Mealy testified that, in retrospect, it was improper for the Authority to give Reed money in that manner by characterizing it as a fee when no services, that Mealy could recollect, were rendered. Mealy testified that no one had more influence in the affairs of the Authority than Stephen Reed.

During his testimony, Mealy was shown a document that was included in the closing documents for a March 2003 swap in which the school district participated. The swap involved an underlying \$80 million borrowing (1999 Bonds) that utilized the City of York General Authority as the conduit issuer on behalf of the Harrisburg School District. Not wanting to be left out of an opportunity to reap the benefits of a swap, Reed negotiated that the Harrisburg Authority would receive a \$239,000.00 fee, paid by JP Morgan, for "research and

development”⁵. Mealy could not say what “research and development” a municipal Authority would have undertaken on behalf of a school district and an investment bank to justify such a fee. He testified the Authority did a small amount of research into the wastewater treatment plant and a unique treatment process that was being used but indicated that it would not have been appropriate to take money out of the bonds floated to benefit the school district to pay the Authority for that research.

Trent Hargrove testified before this Grand Jury. Hargrove served on the board of the Authority and as its chairman from 1991 to 2004. Hargrove also served, at various times, on the Harrisburg School Board of Control to which he was appointed by Reed, the Board of the Harrisburg Civic Baseball Club to which he was appointed by Reed, and as chairman of the Board of Control for the Harrisburg University of Science and Technology to which he was appointed by Reed. Indeed, Hargrove served on the Authority Board at the same time as he was Chairman of the Board of Control for the Harrisburg University of Science and Technology during the period the Authority was involved in the issuance of debt on behalf of the University.

With respect to the \$77 million dollar school district debt transaction, from which the Authority claimed a \$515,000 dollar fee, Hargrove had no personal knowledge of what work would have been done by the Authority to justify that fee. He concurred that the Authority did not determine the amount of the fee they simply approved it at the time of the closing of a given transaction. Of Reeds influence over the Authority, Hargrove testified “obviously, everybody

⁵ The \$239,000 fee that Reed created was paid to THA on March 19, 2003 and coincidentally filled the deficit that existed in the special projects fund. According to the City Special Project Fund QuickReport, on the date of the deposit of the \$239,000.00, the fund was operating in the red to the tune of \$224,216.28. The influx of money filled the void and allowed the fund to be in the black by \$14,783.72.

would know the true reality of process that was that no major decisions were made, no major bonds were issued, no financial transactions occurred, nobody was appointed as a contractor, advisor, or counsel without [Reed's] expressed or tacit approval. If Reed did not want it to happen, it would have not happened."

Frederick Clark testified before this Grand Jury. He was appointed by Reed to the board of the Harrisburg Authority from 2002-2007. He also served on the board of the Harrisburg Redevelopment Authority and the Parking Authority. Both positions were bestowed upon him by Reed. He sat on the Board of Control for the Harrisburg School District as well. He testified that Reed selected every professional that was involved with every financial transaction that occurred in the city and that their fees were always paid out of the proceeds from the bonds.

Mr. Clark discussed the Special Projects Fund and indicated that there were often times when the fund had no money remaining in its coffers and the board would have to approve movement of money from other Authority accounts into the special projects account. The other way that the board would balance the budget of the special projects fund was through the administrative fees that came out of most of the financial transactions. He testified that the administrative fee was something wholly created by Reed. It had no basis in work that was done by the Authority and the board had no voice in determining what the fee would be.

David Brinjac, of Brinjac Engineering, testified before this Grand Jury. Brinjac had performed work on the incinerator from 1982 to 1988 or 89. Brinjac installed the initial turbine engine in that facility. When talk began in the mid '90's of the need to retrofit the incinerator, Brinjac, in association with Chester Engineers and Malcom Pimie, responded to a 1995 request for proposal concerning the feasibility of bringing the incinerator into compliance. Brinjac

concluded such an effort was not financially viable for either the City or the Authority because of the amount of debt already outstanding and the additional amount it would be necessary to incur.

In August of 1995, Brinjac presented his conclusions to Reed and his executive staff. The engineers informed Reed that if it was easy to do this kind of waste to energy facility project, they would be "building incinerators everywhere" and that it was much harder with the \$68 million or \$70 million dollars already outstanding in debt. Reed said "[t]hank you. You are fired." Reed walked out of the room.

Ultimately, the decision was made to hire Barlow, an unknown entity in the City of Harrisburg, to perform the retrofit. The problems with that company and the project itself are widely known and certainly served to send Harrisburg deeper into financial ruin.

II. HARRISBURG SCHOOL DISTRICT

William Gretton, III, testified before this Grand Jury. Gretton served as business administrator of the school district from December of 2001 to March of 2008. In that capacity, he oversaw all non-educational functions of the school district to include facilities, transportation, food service, information technology, and others. He reported to the superintendent who in turn reported to the Harrisburg School Board of Control. When Gretton began his work, the school district was undertaking a process of major renovations to its facilities around the district. The money to make those improvements was raised by issuing municipal bonds. Gretton testified that he was aware that the school district paid a fee to the Harrisburg Authority. Gretton testified he was under the impression that school districts couldn't issue their own debt and had to pay the Authority a fee for the use of their "service" in issuing the debt on the district's behalf. This is not actually the case and the School District had issued directly

before and after his tenure. When shown the 2003 closing statement which records the \$515,000.00 paid to the Authority by the school district, Gretton theorized that the amount of the fee was based on the size of the underlying transaction, but testified he would not be surprised to learn that in this instance, Reed had set the amount of that fee. He "understood at the time [Reed] directed that certain bond counsel be utilized and that certain legal firms be involved. So certainly that would not surprise [him] that that amount was established in that manner."

Gretton testified that he was sometimes surprised by the amount of the fee that the school district was obliged to pay but that he wouldn't see it until after the bonds had been issued and the fees set and then he just had to accept it. It wasn't his job, he felt, to question it.

Gretton further testified that the school district entered into bond "swap" transactions which are complex, and in this instance, expensive, financial products meant to manage interest rate risk. The swap transactions also generated fees which were paid from the proceeds of school district bonds to professionals whom Reed selected.

Gretton testified that he was unaware that money from the "administrative fee" charged by the Harrisburg Authority to the school district went to the purchase of Wild Western and other artifacts and memorabilia. He did recall, however, that he received a telephone call from a reporter inquiring about that misuse of school district money for that purpose and that he referred the matter to then superintendent Dr. Gerald Kohn.

Gretton testified he was concerned about the district's spending at Reed's direction. He recalled an instance where Reed directed the district to hire the African American Chamber of Commerce for minority and women's business enterprise compliance services. The chamber had no customers, and so had to be paid in advance by the school district just to begin the work for

which they had been engaged. Gretton indicated that the work that the Chamber was doing for the school district rapidly fell off to a level that was not worth the money that was paid to them. Gretton recalled too that the district spent more on lobbying and legal fees than any other district for which he worked. Gretton testified that they had their own in house solicitor, their own construction firm, and a firm that dealt with special education services. Gretton testified the district paid \$1.1 million dollars in lobbying costs alone to an area lobbying group which routinely received contracts from Reed. This money was budgeted under "legal fees" although the services provided by this lobbying group were self-evidently non-legal in nature.

Of Reeds control of the enterprise that is the Harrisburg School District, Gretton testified "if you look at the history of the [school] board of control ... there were certain times when somebody from the Board of Control didn't agree with one of [Reed's] decisions and that person was quickly replaced. ... "[T]he control was coming from above, [Reed's] level." Indeed, Reed threatened to fire Gretton himself when "I made a decision that conflicted with something [Reed] thought should happen...."

Dr. Gerald Kohn, Superintendent of the Harrisburg School District from 2001 to 2010, testified before this Grand Jury. Dr. Kohn indicated that he had recently left a New Jersey School District and applied for and was selected to be superintendent of the Harrisburg School District. During that time, Kohn testified, Reed was able to appoint, and remove, members of the school board pursuant to the Education Empowerment Act.⁶ Dr. Kohn recalled that he would meet with Reed and Reed would tell him that the district had to issue bonds for a certain

⁶ This Grand Jury has considered and rejected the defense that the Education Empowerment Act authorized Reed so completely to usurp the basic responsibilities of the board members he appointed and so totally to direct the business of the school district that he picked every vendor and professional and ultimately used school district money to buy collectibles and memorabilia for himself.

project. Reed would instruct him as to the recommendation that would need to be made to the board of control and Kohn would thereafter make that vote an agenda item for the next board meeting.

Kohn recalled he was in attendance at several meetings concerning the issuance of school district bonds where Reed ordained to everyone in the room who would be appointed bond counsel, financial advisor, and so on and what the particular terms of that bond issue would be.

Dr. Kohn told this Grand Jury that he was not aware that bond money was being paid to the Harrisburg Authority in the form of an administrative fee. He testified that he was "greatly surprised" that the district had paid more than half a million dollars to the Authority as a transaction fee for the 2003 bond issue. He testified that he did not know Reed was using that money to buy antiquities and collectibles. Incredibly, the post-it-note on which Bill Gretton had written to Kohn regarding the reporter's inquiries about artifact purchases survived and is an exhibit before this Grand Jury. When confronted with that note, Kohn had testified he did not remember having seen it or its contents.

Kohn corroborated Gretton's testimony that it was Reed who recommended the "swap" transactions to the school district and in fact told him to put swap approval on the agenda for the board of control. Kohn was unequivocal that Reed dictated the terms of debt transactions both to the school district and the professionals whom he would appoint. He testified that Reed would send his advisors to the board of control meetings to make a PowerPoint presentation and they were "quite convincing that it was in the school district's best interest to do this or not do it." He indicated that if Reed recommended a specific financial transaction, which they could be certain he had or it wouldn't have made its way onto their agenda, "then the board would vote for it."

To illustrate that point, Kohn recalled an instance upon which he and other members of the board of control met in public session. A gentleman in the audience, who had just been appointed by Reed as the first president of the Harrisburg University of Science and Technology, stood up to thank the board for its \$3.25 million gift to the University. No one on the stage had any idea what he was talking about. They didn't know, Reed had not consulted them, and had negotiated, pledged, and delivered this money from the school district without the slightest involvement of anyone responsible for its governance. Kohn testified "I can't tell you how surprised I was as was everyone else. There was outrage. Literally you could hear the jaws hitting the table as we heard this..." Kohn was apparently only one of two people on the school board that had Reed's direct phone number. He called and demanded a meeting. When Reed eventually gave them an audience, "the five members of the board of control and I were there and they were furious not to have known and the mayor got angry and said, stop, listen to this: and he explained that the \$3.25 million dollars was the beginning of a down payment on a building that was going to be built for the school district for Sci Tech High School for \$20 million dollars of which the mayor had obtained \$4 plus million dollar private contributions from a number of business people in the community." Reed went on to explain, Kohn testified, that Reed had actually pledged \$20 million dollars of school district money for this Sci Tech High to be paid in installments over a number of years. Again, this Grand Jury emphasizes that this massive encumbrance of the schools of Harrisburg was accomplished by fiat and continues to haunt the financially strapped school district to this day.

Dr. Kohn testified that he "was hurt that I didn't know about [Reed's \$20 million dollar pledge on behalf of the school district] at first; but when you work with Mayor Reed that happens a lot."

The Grand Jury was able to review a letter dated August 5, 2004 from James Losty, the managing director at RBC Dain Rauscher to Reed wherein Losty indicated that Act 72 was adopted in Pennsylvania and was to go into effect as of September 3, 2004. The Act was going to require school districts to go to referendum for approval of municipal bond offerings. Losty indicated that he had been in talks with Public Financial Management and Bill Gretton regarding the possibility of negating this requirement by entering into a bond purchase agreement at that time for future delivery of bonds. Losty wrote that such a transaction wouldn't require any up-front fees but would allow for "future flexibility with regard to the timing of the actual delivery of bonds and the structure of bonds". He ended his letter by noting that the school district had roughly \$25million of borrowing capacity remaining. This Grand Jury finds Reed enthusiastically agreed and encumbered the school district with the maximum possible debt and gave Losty the business in return. Reed also set aside \$5 million from the \$25 million to be used for capital and operating costs at the Harrisburg University of Science and Technology, indicating that this was "a critical component of this bond transaction". Dr. Kohn testified he was not aware of this transaction until the day of his Grand Jury testimony.

In October 2004, two Memoranda of Understanding were prepared between the Harrisburg School District and the Harrisburg University of Science and Technology. One of the MOU provided for \$5 million to be paid to the Harrisburg University of Science and Technology out of the proceeds of the \$77 million borrowing from 2003. In exchange, Harrisburg University of Science and Technology agreed to grant district students access to the university. It is unclear what value that should have been to the School District as consideration considering the entire purpose of the project was to serve District students. The other MOU provided that the district would provide assistance to the university in the form of planning, staffing and construction of

the facilities, technical assistance related to the construction, academic support, fundraising and grant counseling and any other assistance agreed to by the parties. In exchange, the university was to make yearly payments of \$290,000.00 to the school district for a period of ten years beginning on November 1, 2016 and concluding on October 31, 2025 as payment for the services rendered. Dr. Kohn testified that he was not aware of this transaction either. Notwithstanding the memoranda's recording many transactions, Dr. Kohn maintained he was only aware of the \$3.25 million dollars that was given to the University of Science and Technology and even then only after it was revealed to him by a spectator at an open session board meeting.

Kohn testified it was normal for him to be excluded from decision making regarding the finances of the school district which he was paid \$235,431.00⁷ annually to superintend.

Dr. Kohn likewise testified he was unaware of any termination of the swap agreements in to which the school district entered during his tenure or at what cost to the district such terminations were obtained.

III. HARRISBURG CIVIC BASEBALL CLUB

This Grand Jury finds that by the time of the debt issuance necessary to renovate the Harrisburg Senators Stadium facility on City Island, Reed had found a model that worked. This Grand Jury further finds that Reed began to view any instance of municipal borrowing as an opportunity to create and divert resources for the acquisition of antiquities and collectibles. This Grand Jury is satisfied that by the time of the transactions described below, Reed was treating the resources of the Harrisburg Civic Baseball Club, the municipal entity which administered the city owned Harrisburg Senators baseball team, and disposing of them, as his own.

Gregory Martini testified before this Grand Jury. Martini served as chairman of the board of directors of the Harrisburg Senators from 1996 to 2006. In 2004, during Martini's

⁷ As of the end of his tenure.

tenure, the Harrisburg Redevelopment Authority issued \$18 million dollars' worth of bonds to pay for the renovation of the Harrisburg Senators' stadium facility on City Island. The state was expected to provide grant money for this project as well, however the money was not immediately forthcoming.

Of note for this particular borrowing is that the Harrisburg Authority did not participate in the financing in any way, but they still received a fee in the amount of \$70,000.00 that was deposited into the special projects fund. This fee was the subject of much debate within city council, as they believed that such a fee was in direct contravention of the ordinance that authorized the project, which directed that all revenue be placed in the general fund. City Council demanded return of the \$70,000.00 to the general fund. The Harrisburg Authority responded by having the solicitor, Bruce Foreman, write a letter to City Council President Richard House wherein he stated that the ordinance that was passed provides for "payment of excess net revenues from the operation of the Stadium." He went on to indicate that the ordinance did not refer to receipt and deposit of fees, as they cannot be characterized as operating revenue or net operating revenue and therefore, the receipt by the Authority of the fee was entirely appropriate

Around the same time, Reed began buying sports memorabilia and imagining some sort of sports museum in the Harrisburg area.

To legitimize that effort, Reed tapped his friend John Levenda to become the only employee of a national sports hall of fame foundation. The question now became how to pay Mr. Levenda. Martini testified he recalled a letter sent to him by Reed in December of 2004 asking the Harrisburg Civic Baseball Club to pay \$125,000.00 to the National Sports Hall of Fame. Martini testified he took his direction from Reed and was prepared to cut the check based

solely on the letter, no further documentation as to its necessity or proposed use was supplied or requested. The fantastically tenuous reason advanced for why the Harrisburg Civic Baseball Club should want to simply give \$125,000.00 to a museum which did not exist and to the one person foundation marketing it came from Reed. The museum, if it was ever built, Reed explained, could be built on City Island. The Senators also play on City Island. So it followed, to Reed's mind, that when the non-existent museum appeared it is possible that some of its patrons might also visit the Senators and that provided sufficient justification for the Harrisburg Civic Baseball Club to simply pour money onto John Levenda. This Grand Jury is troubled that Reed went so far as to suggest to Martini that the HCBC could book this payment as a legitimate expense under the 2004 bond agreement based on nothing more than his bald assertion that if such a museum was ever built some of its customers might go to a Senators game.

That transaction between Reed and Martini was not consummated in 2004. On January 26, 2005, Reed wrote Martini again, this time requesting a payment of \$100,000.00 for John Levenda. Martini made this payment from Senators' bond proceeds based on nothing more than Reed's letter. Martini testified that Levenda never submitted any documentation to account for the expenditure and none was requested. Martini testified that the National Sports Hall of Fame never existed in any form more substantial than proposals, never broke ground, and Martini was not sure if city council voted on the project or even if they were aware of it.

a. Midwinter baseball meetings

This Grand Jury heard testimony that Reed would travel to the "Mid-Winter Meetings" held by Major League Baseball in various locations and throughout the country and which also included events for minor league teams. Reed attended these meetings at the expense of the Harrisburg Civic Baseball Club. Martini testified he would write checks directly from the

HCBC account to Reed.⁸ Sometimes Reed would submit receipts, and sometimes he would simply ask for an amount without supplying any documentation at all. Again, he provided no documentation and no one asked him for any. For travel, Reed would simply ask for a given amount to be paid to him and indicate that he had receipts if anybody wanted to look at them.

Reed was unable to confine the activities of these junkets even to their nominal purpose and frequently seized the opportunity to go artifact shopping. Even though these shopping trips were in no way related to any legitimate business of the Harrisburg Civic Baseball Club, Reed would ask for and receive reimbursement from the HCBC anyway.

Martini testified that he was aware that John Levenda and Richard Pickles, then a member of the Harrisburg Police Department, would sometimes accompany Reed on these shopping trips. The findings of this Grand Jury with respect to those shopping trips are set out more completely below.

b. Storage of property in Martini's basement

⁸ Those checks are as follows:

1. July 9, 2007	\$ 5,000.00*
2. August 9, 2007	\$ 9,443.46*
3. August 20, 2007	\$ 3,633.76*
4. September 20, 2007	\$ 1,659.12*
5. June 18, 2008	\$ 10,000.00
6. July 21, 2008	\$ 4,821.00
7. August 5, 2008	\$ 6,900.00
8. August 18, 2008	\$ 2,600.00
9. September 2, 2008	\$ 2,617.17
10. September 24, 2008	\$ 3,750.00
11. November 3, 2008	\$ 3,671.63
12. December 5, 2008	\$ 1,000.00
13. December 22, 2008	\$ 4,722.11
Total	\$ 59,818.25

*Prior to sale of team

Martini testified that Reed called him in December of 2009 shortly before he left office, asking if he could store some things in his building. Martini acquiesced and did not press Reed about the reason that he needed the storage or what in particular he would be storing. Martini testified that Reed and other city employees showed up to his office with 15 different sized cartons for storage which they put into the storage area in the basement of his building. The items remained in his possession until they were turned over to the Office of Attorney General in 2014. Martini testified that, upon advice from counsel and in answer to a Grand Jury subpoena, he opened the storage containers that were not wooden shipping crates and created an itemized list of the artifacts that were contained within them. One of the storage containers had a packing slip attached to the outside which matched one of the checks from Harrisburg Civic Baseball Club. Other items that were within the collection in Martini's basement are:

Box 1:

Unopened carton from Silvertip in Glorieta, NM

Box 2:

Unopened carton from Silvertip in Glorieta, NM

Box 3:

10 plastic pennant holders
Hall of Fame 2006 bat
Autographed Adirondack bat for NY Yankees
2 other unopened bats
2 bat holders
1893 baseball print—Univ. of PA
Hbg. Colored Elks ticket
1920's catcher's chest protector
Catcher's glove

Box 4:

Box of Topps Anniversary collection 1952-1990 baseball cards
Senators' shirt
Framed cards of Robin Roberts, Ritchie Ashburn, Don Drysdale & Hank Aaron
Yankees flag
Yankees 100 card legacy set
Autographed Orlando Cepeda baseball
Autographed Ron Guidry baseball
Autographed Mickie Riveria baseball
6 baseball books

Braves shirt for Assenmacher
5 Harrisburg Senators 2008 programs
Yankee stadium memorabilia
13 various framed cards
56 baseball card sets
Topps baseball card set for 2008
Wheaties box

- Box 5:
Unopened box from Great American Illustrators—detailed packing list included
- Box 6:
47 signed posters
- Box 7:
Unopened carton from Silvertip in Glorieta, NM
- Box 8:
2 Babe Ruth photos
1 Jackie Robinson photo
- Box 9:
Batting Rug poster
US Marines poster
1920 Negro League poster
- Box 10:
50 Major League baseball card packs
1 shot glass
- Box 11:
1 Western lamp
- Box 12:
1 Western bar stool
- Box 13:
Negro League leather jacket
Hbg. Cougars 2002 state champion hat and shirts
Major League duffel bag
3 baseball gloves
2 Negro League baseballs signed on July 12, 2008 at Broad St. Market
NY Yankees and Negro League hats
Phillies towel
Box of baseball magazines and papers
Catcher's mask
Ball holders
Yankees jacket
Hbg. High license plate holder
Baseball encyclopedia
- Box 14:
8 ball holders
4 catcher's masks
Jason Giambi bobble head

3 packs baseball centennial cards from Cooperstown
Yankees shirt
4 baseball gloves
1978 Topps baseball card set
Glove & 4 baseballs
6 2008 Hall of Fame programs
Mickie Mantel book
4 Yankees magazines
Yankees coffee mug
Baltimore Orioles pennant
Cal Ripkin shirt
Shea Stadium shirt
2 Negro League hats
Pennants for Baltimore Orioles, Chicago Black Hawks, Chicago Bears, Chicago White Sox & Brooklyn Dodgers
7 autographed baseballs
8 Upstate Life magazines
7 Gatemen programs for 2008
5 Memories & Dreams magazines

Box 15:

3 unwrapped photos
Goose Gosage framed photo
Negro League framed photo
Yankee Stadium collector's patches
Final season Yankee Stadium photo
1942 Whitehouse correspondence to Judge Landis
Shea Stadium final season framed picture
Certificates of authenticity signed by Mayor Reed regarding Negro League purchases
Jackie Robinson bobble head
Maris & Mantle bobble heads
3 Yankees hats
Shea Stadium hat
2 Negro League hats
Correspondence from Tom Snyder to Mayor Reed
Wrapped baseball
Mickie Mantel and Ted Williams photos
Baseball from July 3, 2008 at Commerce Bank Park
Hbg. Giants baseball shirt
3 baseball pins
Baseball mug
2 Cooperstown souvenir bats
4 posters signed by Jose Cansaco & Jack Clark
Other baseball posters

Some of these items were purchased from a vendor called "Silvertip". Documentation provided by the City of Harrisburg and presented to this Grand Jury establishes that this "Silvertip lot" of items was purchased with city money and considered missing at the time of the inventory of city owned memorabilia and the subsequent auction of Wild West items. This Grand Jury finds that those Silvertip items belonged to the City of Harrisburg and their rendition by Reed to Martini's basement deprived the city and its creditors of their value.

Special Agent Craig LeCadre testified that during an interview with Reed, he specifically asked him about the items that were stored in Martini's basement. Reed's response was that he had no idea why there would be any artifacts stored in Martini's basement. LeCadre testified that Reed asked him if a mirror was among the items recovered from Martini's basement because there were plans to put a restaurant called the "Bullpen Cafe" in the vicinity of the visiting team's dugout in the renovation project of the Harrisburg Senator's ball park. Agent LeCadre testified that he showed Reed pictures of the items that had been retrieved from Martini's basement on his cell phone. Upon viewing the photographs, Reed acknowledged that he recognized the mirror and horns but did not recollect the matching table lamps. He went on to acknowledge that the container shipped to "Harrisburg Civic Baseball Ass., c/o Office of the Mayor".

IV. THE NATIONAL SPORTS HALL OF FAME

John Levenda testified before this Grand Jury. Levenda testified that he served as the President of AA Minor League Baseball's Eastern League from 1993 to 1996. The Eastern Leagues offices moved to Harrisburg because Reed agreed to build a space for them there and to charge them the same amount of rent as their old facility in Plainville, Connecticut. In that role,

Levenda oversaw umpires and score keepers and insured that each team was paying its annual dues. He attended ballgames and baseball meetings and looked after league expenses. After his move to Harrisburg, the owners of the Eastern League did not re-elect him in 1996 and he was looking for work. He suggested to Reed that he be hired to fundraise for the burgeoning National Civil War Museum and the nascent Sports Hall of Fame. Reed hired him as a consultant to raise money for both projects. This contract did not need City Council's approval because it was considered "a personal service contract." Levenda testified that Reed didn't advertise or look for other candidates and that this position was created for him at his suggestion. Levenda recalled he was hired in November of 1996 at a salary of \$45,000.00 or \$50,000.00 a year including health insurance. Levenda testified he began to try and solicit donors and sponsors for the Civil War Museum and the Sports Hall of Fame. Levenda testified that he discovered the Pennsylvania Sports Hall of Fame, an organization which already existed, had received \$9.5 million dollars in RACP⁹ grant money. Levenda testified that Reed attempted to persuade the PA Sports Hall of Fame to hire an executive director and raise matching funds so that the state grant could be accessed and spent.

The PA Sports Hall of Fame in turn asked Reed to loan them the matching money. Reed tentatively agreed but the deal was never consummated. Levenda testified he did not believe Reed discussed the possibility of this \$7 million dollar bridge loan with city council nor did he seek city council's approval. Levenda himself did not question Reed about this because, he testified, he just wanted to advance the project.

⁹ The Redevelopment Assistance Capital Program (RACP) is a commonwealth grant program "for the acquisition and construction of regional economic, cultural, civic, recreational, and historical improvement projects."

Levenda testified that at some point it became clear that the PA Sports Hall of Fame was not serious about the museum project and Reed decided that the city was going to take the project over exclusively and rename it the Pennsylvania National Sports Hall of Fame. In 2002, that name was changed again to the National Sports Hall of Fame, and was intended to feature athletes, coaches and administrators from youth sports through professional and Olympic level sports.

Levenda testified that the RACP money was still available from the State but the newly named National Sports Hall of Fame (NSHF) would still need to raise matching money.

In 2005, Levenda testified that the City had been through a round of layoffs and Reed and Levenda decided that it "didn't look good" for the City to continue paying Levenda's salary as a consultant for the NSHF so they created a board for the NSHF. Levenda became the only employee of the National Sports Hall of Fame Foundation in 2005, carried the title President and Chief Executive Officer, and received an annual salary of \$87,500.00, health benefits, a \$600.00 monthly car allowance and four (4) weeks of paid vacation. Again, Levenda testified, Reed re-characterized his employment because it "didn't look good" to have him continue working for and receiving payment from the City during this time of increasing financial stress.

Levenda testified that as the Foundation's lone employee he approached city council to solicit them to guarantee \$10 million dollars' worth of loans for the Sports Hall of Fame Museum. City council refused, and Levenda testified his solicitation came at a time when the full extent of Reeds's municipal debt crisis was becoming visible.

By December of 2008, hope for the museum had been abandoned and, Levenda testified, any money left in the foundation coffers went to pay for his continuing health insurance in accordance with his employment agreement.

Indeed, even after the decision was taken not to pursue the museum, the foundation continued to accept money. In January of 2009, two checks were written from HCBC to the National Sports Hall of Fame Foundation for \$750.00 each after the project was ostensibly abandoned. John Levenda testified that "every dollar that we could still raise, number one, helped with my health insurance." This Grand Jury finds the administration of the HCBC was consistent with the pattern of the institutionalization of conflict apparent in every other municipal enterprise which Reed controlled. Levenda himself was placed on the Board of the Harrisburg Civic Baseball Club by Reed in 2003 and remained on the Board during the period he solicited HCBC for money, sometimes for no purpose other than to pay himself.

Levenda testified extensively about his travel with Reed and other associates to "Mid-Winter Baseball meetings," which would often migrate into artifact shopping trips and pure vacations.

Levenda recalled he attended such meetings with Harrisburg Police officer Rick Pickles, Reed, Martini, and sometimes the general manager in at least the years 2004 through 2008.

Levenda testified that the 2004 meeting was held in Anaheim, California. He traveled with Reed to Anaheim four (4) days prior to the meeting, and testified that he and Reed flew to San Francisco, spent the day there, drove into Nevada for a day, drove back through San Jose and spent the night there. They then drove to Los Angeles or San Luis Obispo before traveling to Anaheim for the meeting. Levenda testified that this trip had nothing to do with baseball and

Reed wanted to "see the sights." He and Reed submitted all their receipts for reimbursement to the HCBC for payment.

Levenda also attended the 2005 meeting which was held in Dallas. He scheduled a meeting for Reed with a sports memorabilia collector in Boca Raton, Florida for three days after the baseball meetings ended. Rather than flying back to Harrisburg and back down for the shopping trip, Levenda and Reed went directly to Florida. They "killed time" before their meeting by visiting Key West. This trip was paid for by HCBC and, Levenda testified, had nothing to do with Senators' baseball. Levenda testified that at the time he didn't ask questions about the propriety of these trips but now, in retrospect, recognizes that they were wrong.

Levenda testified that no one questioned Reed about these trips and that Levenda did not believe that any HCBC board members saw the receipts from the trips, rather, they were submitted directly to the general manager who simply wrote a check.

In addition to accompanying the Mayor on artifact shopping trips, Levenda and Rick Pickles, who was a member of the Harrisburg Police Department at the time, would travel twice a year to locations designated by Reed to pick up artifacts which Reed had purchased and haul them back to Harrisburg. Levenda testified that most of the artifacts they collected appeared to be Wild Western era pieces but there might have been some civil war artifacts as well. Levenda testified they were not, however, picking up baseball or sports related memorabilia. For these trips Levenda collected his regular salary and did not take vacation time. Richard Pickles was also paid his salary as a Harrisburg City Police Captain. Levenda testified he and Pickles would fly out to a destination designated by Reed then travel on to whatever particular vendor or site was holding the artifacts which Reed had purchased. They would then load those items into a

conventional U-Haul type rental truck and drive them back to Harrisburg. No special accommodation for the sensitivity of antiquities to the environment was made. No insurance or other indemnification was sought or purchased. Levenda testified that the truck could be carrying anywhere from \$100,000.00 to \$1 million dollars' worth of artifacts. This Grand Jury has learned that the rental truck would often be left sitting unattended in the parking lot of a motel as Levenda and Pickles made their way back across the country to the city with Reed's purchases. When they arrived, Levenda testified, they would deliver the load of artifacts to the "D and D building" located near the incinerator and unload the artifacts into a storage room there.

On one such 2004 trip, Levenda submitted receipts to the Harrisburg Authority for reimbursement in the amount of \$9,900.00. Even Thomas Mealy expressed concern about this reimbursement request because it included alcohol, typically an item unavailable for reimbursement by the Authority. Levenda told Mealy that he was "driving a 25 foot truck through blizzards and tornados and at the end of the day if I want a drink I am going to have one." That reimbursement request was paid.

Special Agent Lecadre testified that he and Special Agent Thomas Gote interviewed Stephen Reed on April 7, 2015. LeCadre testified that during the course of the interview, Reed was asked about using John Levenda and Rick Pickles to transport artifacts. Reed indicated to the agents that the city "literally saved tens of thousands of dollars" by utilizing those gentlemen to do that work. Reed considered Pickles' actions as part of his duties as a city police officer to protect the artifacts during the shipping process. LeCadre testified that Reed did not consider the use of a city police officer to be inappropriate. Reed informed LeCadre that he allowed Pickles to be carried as "administrative leave with pay" while on these assignments.

Review of documentation from Pickles' personnel file indicate that there are three separate instances where Pickles' time sheet was changed from vacation time to "leave with pay" at the behest of Reed.

The first incident occurred in 2004. In an August 17, 2004 memo from Reed to the director of Human Resources, Reed indicated that Captain Pickles was "dispatched by the City of Harrisburg for the purpose of renting a vehicle and retrieving items purchased by the City in other states and returning them safely to Harrisburg." Reed indicated that Pickles' leave for May 10-14 and May 17 should be changed from "Vacation With Pay" to "Administrative Leave". There is a follow-up email from Deborah Felker, Personnel Officer with the Bureau of Human resources to Pickles where she confirms that "pursuant to Mayoral instructions", she converted those vacation days to leave with pay. A review of his leave history for the year also demonstrates that the modification was made.

The second incident occurred in 2005. In an August 3, 2005 memo from Reed to the director of Human Resources, Reed indicated that Captain Pickles was a representative of the City of Harrisburg in a visit to the Eastern Professional Baseball League All-Star Game in Portland, ME from July 8-17. Reed indicated that Pickles' leave history should be adjusted to administrative leave so that his personal leave and vacation time remain unaffected. A review of his leave history for 2005 does not show that he used vacation or personal time for these dates.

The third incident occurred in 2006. In a February 12, 2007 memo from Reed to the director of Human Resources, Reed indicated that Pickles was on "detached assignment in connection with the Winter Meetings of Professional Baseball" from November 29, 2006 until December 13, 2006 and that his leave should be changed to administrative leave rather than

personal or vacation leave. There is a follow-up email from Deborah Felker, Director of Human Resources to Pickles where she indicated that "per Mayoral directive" she converted all vacation usage to administrative leave for the period of November 26 through December 13, 2006.

Documentation from the Personnel system indicates that he was on Leave With Pay status for all of these dates.

Todd Vander Woude testified before this Grand Jury. Vander Woude was employed as the general manager for the Harrisburg Senators from 1992 until 2007. Vander Woude testified that the HCBC board had five (5) members and that Reed appointed them. Vander Woude corroborated Martini's testimony that Reed would attend mid-winter baseball meetings at the civic baseball club's expense, and therefore the City's, and sometimes extend those trips to go artifact shopping. Vander Woude recalled in 2005, for example, Reed went to Boca Raton to look at a collection of sports memorabilia. Vander Woude recalled this instance particularly because Reed had written requests for reimbursement for the trip in the amount of \$10,550.19. Vander Woude testified that he was concerned about this request as it was an unbudgeted item and he didn't feel the trip was related to Senators' baseball but rather to the as yet unbuilt Sports Hall of Fame. That notwithstanding, Reed received his reimbursement.

Vander Woude corroborated Martini's testimony that Reed would simply submit a request for reimbursement without any receipts or other documentation and HCBC would simply cut him a check. When shown the Silvertip items recovered from Martini's basement which were purchased with HCBC money, and indeed were sent in crates marked HCBC to city hall, Vander Woude testified they had nothing to do with the Senators or even with a Sports Hall of Fame. He testified that he would not have authorized HCBC money for those items had he known that was what Reed was buying. More generally, Vander Woude testified unequivocally

that HCBC was not a partner with Reed in purchasing artifacts; it was not the business of the Harrisburg Civic Baseball Club to provide seed money for the Sports Hall of Fame or to buy artifacts. Expenditures for artifacts were in no way related to the business of the ball club. As with so many other witnesses, Vander Woude testified he simply did not question Reed. Reed asked for the money and he got it.

V. THE HARRISBURG CITY COUNCIL

Richard House was elected to the Harrisburg City Council in 1989 and served for 16 years. He was Council president for 11 of those years. Reed was the mayor throughout House's entire tenure on city council. Of Reed's relationship to the Council, House testified "there was a saying-the media always called him the mayor for life. You know, if you start reading media clips long enough you start believing them yourself. That was my beginning interpretation of city politics and that's what I meant by saying he ruled with an iron thumb because he never believed in the philosophy that we could agree to disagree. It was always you vote with me or you are the enemy."

Mr. House testified before this Grand Jury and indicated that in 2001, there was a position with the Department of the Auditor General that he wanted. Mr. House asked Reed to help him to get that job. Reed met with the Auditor General but then informed Mr. House that he couldn't help him get the job. Soon after, Reed asked House if he would like to be the director of community relations for the Harrisburg Senators, a position that did not exist previously. With respect to that job, House testified to the quid quo pro which existed, "[Reed] offered me that position because therefore he knew he could control me and he could get me to

get all the votes that he needed for all his projects..." Indeed, Mr. House was asked directly about the existence of a quid quo pro in the following exchange:

Question: "Did you feel... that this job, for instance, was an example of a *quid quo pro*, in other words, that you understood you were being given that job in exchange for your vote or the discharge of your official duty? "

Answer: That's how I felt, yes, sir."

He went on to testify that when Reed gave him the job with the Senators, Reed was buying not just Mr. House's vote but also the votes of those on city council that House could control.

Randy King, testified before this Grand Jury. Mr. King served as press secretary and director of communications for Reed from 1989 to 2007. In that role he handled all media requests, was the public information officer, wrote press releases, gave interviews, arranged press conferences and media events and served as the legislative liaison to city council whose meetings he would attend.

He confirmed that when Richard House lost his state job, he went to Mayor Reed to find him another job and, when there was no job to be had in state government, Reed gave him a job as a community relations coordinator with the Harrisburg Senators.

House testified that city council often had to deal with issues surrounding the incinerator. The city often had to use general fund money to support the operation of the facility. Mr. House recalled that the city got so far in debt because of the need to support the incinerator that there came a time when there was not enough money in the coffers to cover payroll and the city had to go out and secure bridge loans from the bank. In the worst times, city council was approving a

bridge loan every four months just to cover all the debt that the incinerator was creating. This financial crisis was hidden from the citizens and was the backdrop to the decision to retrofit the incinerator and to float more than \$100 million in bonds in 2003.

The decision to go forward with the retrofit of the incinerator was not one that was made lightly by the City Council. There were four public meetings that were held, at which the general project was discussed. In addition to the public meetings that were occurring, there were also many closed door, private meetings taking place as well. Richard House met with Mayor Reed on several occasions to discuss the incinerator and at each of these meetings, it was made clear to Mr. House just how important it was to get a yes vote for the incinerator bonds. Mr. House testified that at the outset, the votes to move forward with the project were not there. House conveyed this information to Mayor Reed at one of their meetings. Reed's response to learning that there were not enough votes was to ask Mr. House what he had to do for him personally in exchange for Mr. House getting the requisite number of yes votes for the incinerator bonds. Mr. House testified that he found Reed to be so direct in his proposed bribe that House anxiously, and silently, wrote out and held up a note asking Reed whether he was recording the conversation. Reed responded by writing down that he was not recording the conversation and then asked if Mr. House was recording it.

After this bizarre meeting between the two public figures, Mr. House went back to City Council and spoke with other members to find a way to make the incinerator bond vote more palatable. They devised a plan to create a city council special projects fund where the money held in the account would be divided amongst the council members and they could use it to donate to their own pet projects. A city council woman suggested that House ask Reed for \$1 million and indicated that was the amount of money it would take for her to vote yes for the bond

deal. Mr. House testified that he felt that was too large a sum of money and decided to ask Reed for \$700,000.00. He had another meeting with Mayor Reed where he pitched the special projects fund idea and the \$700,000.00 figure. Mr. House testified that Reed was angered by the request, but when told that the fund was what it was going to take to get the yes votes from city council, he acquiesced and agreed to \$500,000.00. Ultimately, due to budget constraints, the special projects fund only received \$200,000.00 which was divided between all 7 city council members, with Mr. House receiving a slightly larger portion as the city council president. The money from the fund was then donated to various organizations like The Boys and Girls Club of America, Salvation Army, Goodwill Industries and other community-based organizations in the city of Harrisburg. Mr. House testified that, although the donations were charitable in nature, each city council member derived a political benefit from each donation that was made.

Randy King testified that the city council wanted a WAM fund (Walking Around Money) in exchange for pushing forward the vote on the incinerator bonds. He indicated that the WAM funds were desirable to city council because "they wanted to throw money around to community groups so they could gather political support" as they were gearing up for re-election.

King was asked directly about the quid pro quo of the WAM or 'councilmanic' fund in exchange for votes:

Question: "[U]ltimately you had to sort of agree to confer the fund just to get

them to vote for the --

A. That is correct.

Question: They held their vote hostage to a benefit at least in the context of that '03 deal?

A. That's correct.

VI. HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY

Dwayne Maun testified before this Grand Jury. Mr. Maun is employed as the Chief Financial Officer for the Harrisburg University of Science and Technology. In that role, he is responsible for all the regularly kept business records of the University's assets. Mr. Maun testified that Reed is a board member on the University and has served in that capacity since 2002.

Mr. Maun testified that in 2010 the president of the University was Mel Schiavelli. Maun testified that Schiavelli and Reed were "very close friends." Maun testified that the proposal was made by Schiavelli that, when it was clear Reed would not be returning to the mayor's office, that "[w]e're going to find something for Mayor Reed to do. This will help him get on his feet."

A contract was drafted between the University and Reed under which Reed would be paid as a regular guest lecturer in the "political mind" or "civic mind" courses. Under the contract, Reed was also to work with University faculty to develop an elective three credit course in Entrepreneurship in Government which was to be offered in the spring of 2011. Additionally, Reed would serve on the University advisory board for its entrepreneurship program. Reed would also participate in a panel discussion to be scheduled in the fall of 2010 on topics related to the future of government. Reed would additionally participate in student recruiting activities as appropriate.

For these services Reed was to be paid a monthly stipend of \$2,000.00 not to exceed a contract total of \$12,000.00. Maun testified that, the terms of the contract notwithstanding, the only services Reed ever provided were to appear as a guest lecturer several times. Maun testified that he felt the University did not get its money's worth out of this contract, but that it was paid in full to Reed. This Grand Jury saw the 1099 form issued by the University for 2010 which demonstrates that he received the full \$12,000.00.

Another, similar, contract was created for 2011. Maun testified Reed knew the University was about to come into \$10 million dollars in loan proceeds. Maun testified that the relationship between Schiavelli and Reed was "pretty secret." The two held closed door off site meetings. Maun testified that this new contract for 2011 was limited to six (6) months and that limitation was intended to communicate to Schiavelli the distaste by the University's administrators for paying Reed for another year.

Maun testified, with respect to the 2011 contract, Reed didn't perform any of the services for which the University contracted. The class for which Reed was supposed to lecture did not even exist in the University's curriculum. The only "recruiting" effort Reed made was to go to Harrisburg High School and tell the students that they could come to the University of Science and Technology for free. Maun expressed ambivalence as to whether that was a "recruiting" activity for which Reed should have been paid. The entrepreneurship program Reed was supposed to develop hadn't been established. That notwithstanding, another contract between Reed and the University for the remaining six (6) months of 2011 was drafted. Maun testified that this occurred during a period when the University was in financial distress. In fact, the University missed its debt service payments in 2012 and the County has been paying \$1.5 million per year for the past several years due to lack of sufficient funds to pay operations and

debt service on the bonds. Again, Maun testified that the contract grew out of the personal relationship between Reed and Schiavelli. Again, Reed received a \$1,000.00 a month for each of the six months and again, Maun testified, Reed performed none of the services for which he was being paid. This Grand Jury has seen the 1099 form issued by the University to Stephen Reed for 2011, which confirms that he was paid \$6,000.00. Maun testified that during that time the University was illiquid and did not, and could not pay all of its vendors, which is why Reed did not receive the entire \$12,000 in 2011.

Reed considered that he was owed additional money. Maun testified that in 2012 the board of the University held a fund raising challenge. The idea was that individual board members would pledge or solicit a certain amount of money which would be matched by other board members. Maun testified that Reed participated in this challenge by offering to "forgive" the money that he was 'owed' under the 2011 contract. Reed proposed that he should then be credited with having "contributed" that amount to the capital campaign.

Maun testified no contract was drafted between the University and Reed in 2012. Schiavelli was looking for new employment himself and, Maun testified, was no longer focused on "feeding a friend." Maun testified he was not aware that Reed created any work product under any of these contracts. No syllabi, time cards, class materials or any other tangible product which the University might use for the benefit of its students. Maun additionally testified that usually guest lecturers are not compensated. By way of comparison, Maun testified, a typical contract for an adjunct professor would be \$3,000.00 per semester. In other words, such an adjunct would teach for fifteen (15) weeks and receive \$3,000.00. Reeds' contract paid him four (4) times what the normal adjunct professor would receive and he did nothing to earn it.

VII. ARTIFACTS

This Grand Jury has heard testimony from numerous witnesses on the subject of Stephen Reed's compulsion to purchase antiquities, collectibles, and other memorabilia. This Grand Jury finds that Reed demonstrated an almost pathological preoccupation with the act of buying such artifacts. It has been the uniform testimony of witnesses before this Grand Jury, and the irrefutable proof of the evidence presented, that Reed little cared for the ultimate disposition of the artifacts he purchased on behalf of the city. Indeed, this Grand Jury finds, that as a result of his indifference to the storage and maintenance of objects he purchased, those objects were exposed to a substantial risk of diminution in value or outright loss.

In addition, as is set out in detail below, this Grand Jury finds that Stephen Reed improperly obtained possession of hundreds of thousands, if not millions, of dollars' worth of artifacts purchased with the money of the people of the City of Harrisburg in violation of Pennsylvania's Criminal Code.

Linda Lingle testified before this Grand Jury. Lingle worked for Reed from 1989 to January of 2008. She began as the city's Director of Bureau of Operations and Revenue, twice served as acting director of Human Resources, and spent her last five (5) years with the city serving as Business Administrator.

She testified that she knew John Levenda and Richard Pickles would accompany Reed on trips to shop for artifacts.

She testified Reed would seek reimbursement for those trips and would submit receipts sometimes. The receipts that were submitted to her were for artifacts not for expenses associated with the shopping expeditions.

Ms. Lingle testified as to the process by which such reimbursements were processed. For example, in 1999, in excess of half a million dollars was disbursed from the city's general fund for the purchase of artifacts. Ms. Lingle noted that a secretary to the former special projects advisor handled that particular transaction. Evidence shown to Ms. Lingle and to this Grand Jury comprises the following: An invoice dated November 3, 1998 billed to Stephen Reed, Mayor, from Purple Sage Antique Guns and Corrales, New Mexico. This itemized invoice lists the artifacts purchased including a badge, pistol, razor, and cane ostensibly belonging to Wyatt Earp, and other items. This Grand Jury notes that the items which appear on the Purple Sage invoice appear to be Wild Western era artifacts.

A city check requisition form was completed. Ms. Lingle did not know why the special project advisor's secretary filled out the form. That form in turn was submitted to Robert Kroboth, the city's former financial director, for review and approval. This Grand Jury notes that the description given on the check requisition form indicates "civil war archives" even though the items purchased are plainly described as belonging to the "Wild West" era. This Grand Jury finds it misleading to characterize an item sold as Wyatt Earp's cane as an item appropriate for "Civil War" archives.

That notwithstanding, a city check numbered 16090 for \$540,000.00 and dated August 10, 1999, was produced. This Grand Jury notes that the memo line indicates "Civil War M." Ms. Lingle observed that it appeared as though the description of the items had transformed from Wild Western nature on the invoice to Civil War archive on the check requisition to Civil War "M" on the public check drawn on the city's funds.

Randy King described Reed's acquisition of artifacts, "his first project was the National Civil War Museum, and he began buying artifacts for that, probably in the mid-90's. It got to the point where he had purchased about \$2 million dollars' worth of stuff, and to purchase these artifacts he would take money from various city accounts and council eventually found out about this and put road blocks up to prevent him from using public dollars, tax dollars to do this. He reached the point where he had acquired about \$2 million dollars' worth of artifacts for the National Civil War Museum and [Reed's former special projects advisor] and I were very concerned about this, we thought he was getting out of control. So we went in and talked to him one night and begged him to stop and he told us he was nearly finished. Well, he was not. He spent a lot more. [The Civil War Museum] opened in 2000 to rave reviews and kind of energized him to push forward with other museum projects including the National Museum of the Old West, the Pennsylvania Fire Museum, the Pennsylvania Sports Hall of Fame and the African American Museum. His artifact acquisition activities increased dramatically. By this time [city] council prevented him from using regular city budget funds to purchase artifacts, so they set up a special projects fund at the Harrisburg Authority to funnel money through to allow the Mayor to continue his artifact acquisition activities."

Mr. King testified it was his belief that by the mid-2000's the city had collected more than enough artifacts to populate any of the proposed museums and that he began to believe that the purchase of the artifacts was a therapeutic personal endeavor - a personal means of stress management. King testified that artifact collection would occupy Reed for days on end. He would add acquisition of artifacts to any official trip he took. King testified that before he would leave for a trip, Reed would have a staffer prepare stacks of UPS slips, filled out with City Hall's address and his name. When he purchased artifacts he would put them in plastic tubs, tape them

up and affix the UPS label to them and, within days of Reed's departure for a given trip, King testified, UPS would begin delivering tubs to city hall. King testified that there were periods of time where the office was so full of these blue plastic tubs that it was difficult for staff to maneuver around them.

King testified that both he and other city officials would go to Reed on a weekly basis and tell him "you've got to stop this, you've got to cut it out, it's just going to kill your career" but that Reed would not listen. He would simply repeat to them that he was "almost finished."

King testified that he believed acquisition of artifacts was a personal release for Reed, a sort of private hobby that made him happy and allowed him to feel relaxed. King expressed his personal view, and this Grand Jury notes he is not a clinician, that Reed suffered from depression which began to manifest itself in a more pronounced way in the early 2000's. King felt that Reed developed a binge artifact buying "addiction" that had a salutary effect on his mood.

King testified that it was his opinion as a member of Reed's executive staff that Reed would sometimes claim to be traveling to an engagement on city business at City tax payers' expense when the "real" purpose of the trip was artifact shopping.

King testified that as the blue tubs of artifacts would come into city hall, Reed would have public works employees come to transport the tubs to places around the city where they would be stored. King testified Reed made no effort to comprehensively catalog or record the items bought with public money or the expenses incurred in acquiring them.

King testified that when Reed would travel to purchase artifacts he would attempt to "sweet talk" the vendor into giving him possession of the artifacts in exchange for subsequent payment by the city. The seller would fax a purchase order to city hall and it was King's

impression that Reed did not much concern himself with the city requisition and payment procedure.

Robert Kroboth testified before this Grand Jury. Kroboth served as the city's finance director, a sort of Chief Financial Officer for the city, and testified he was accordingly involved in accounts payable, audits, budget development and providing financial data on the business of the city.

Kroboth corroborated Lingle's testimony with respect to the city check requisition procedure. Mr. Kroboth could not explain why more than half a million dollars was paid out of the city capital projects fund to pay for artifacts pursuant to the Purple Sage invoice described above. Mr. Kroboth testified it was "curious" that the description of the items transformed from Wild Western era objects on the invoice itself to the "Civil War M" when the check itself was made out.

Mr. Kroboth was shown an email obtained by investigators from him to the Executive Director of the National Civil War Museum, in which he directed that Brett Kelly delete then missing THA purchased artifacts from the manifest then add them back to the manifest once they had been located. Mr. Kroboth was unable to remember the facts that precipitated his request to remove missing artifacts from the THA inventory. He assured the Grand Jury that it was not their intent to hide artifacts.

Special Agent Craig LeCadre testified that agents of the Office of Attorney General executed a search warrant upon Stephen Reed's personal office and storage facility located in downtown Harrisburg. At this facility, which is a former hospital building converted for commercial use, Reed enjoys the use of the entire ground floor comprising some twelve (12)

individual rooms.¹⁰ In each and every room they searched, this Grand Jury has learned, agents found artifacts and collectibles of every description co-mingled with documents and other objects and piled from the floor to the ceiling. This Grand Jury finds that Reed created in this suite of rooms a veritable treasure house comprising quite literally thousands of items which belonged to the people of the city of Harrisburg.

In the first room searched, agents discovered that Reed had re-created his mayoral office in the largest of the commercial storage rooms. Special Agent LaCadre testified to, and this Grand Jury examined photographs of, this area. In it, Reed had displayed his many civic awards and commendations as well as various historic artifacts including a saddle and other Western items.

During the execution of this warrant, agents interviewed Stephen Reed regarding the contents of the rooms being searched. Reed represented to investigators that they would not find any city property stored there, that the items comprised his personal collection, and in the unlikely event that city property was discovered, it would be because it had been "inadvertently" packed by city employees and brought there without his knowledge. This Grand Jury finds that assertion to be wholly incredible and belied by the facts as found below.

Special Agent LeCadre testified to, and this Grand Jury examined photographs of, some examples of items discovered in the numerous rooms of Reed's facility. The contents of these rooms were not organized in any discernable way and objects and documents lay strewn in heaps on the floor and piled in high stacks that sometimes reached almost to the ceiling. Some of the items observed included a life sized sarcophagus, a full suit of armor, a suit of chain mail, a

¹⁰ The owner of this facility provided this very large space to Reed for his personal and exclusive use rent free as an accommodation and out of respect for the former mayor.

Calvary soldier's saddle, bugle, and sword, native American items, horse and stage coach tack, wardrobes of uniforms from various eras including WWII and Vietnam, militaria, farming implements, litho- and photographs, what appeared to be a life sized buffalo head, and a host of other items.

Agents of the Office of Attorney General were obliged to spend hundreds of hours, in a process which is still ongoing, carefully to sort through the items discovered and safeguard and attempt to identify them.

To aid them in this effort, investigators contacted Brett Kelly, a curator of the National Civil War Museum. Mr. Kelly testified before this Grand Jury. While Reed was still in office, Kelly worked to catalog and inventory the stream of artifacts flowing into the city from Reed's sundry shopping expeditions. Particularly, Kelly would retrieve items from city hall when they would arrive in shipments and would take them to the "D and D" building near the incinerator. He would also receive items at the "D and D" building as they were either shipped there or brought by Levenda and Pickles.

Kelly testified that the "D and D" building was a large warehouse located by the incinerator. The building was heated and cooled by the use of large, antiquated surplus naval units that often broke, rendering the temperature in the building susceptible to vast fluctuations. The warehouse had large rollup garage bay entrances that, when opened, would let in a myriad of insects as well as stray birds. The roof, while mostly waterproof, had sun lights that had been sealed with tar which melted and dripped into the building and onto the artifacts in the summer months. None of these conditions were conducive to proper storage of rare historical antiquities, certainly not if the overarching goal was placement in a museum. Kelly recalled with deep

regret that artifacts were simply rotting at the "D and D" building. One such example to which he testified was when an exquisite tapestry had been brought into the "D and D" building that was filled with bright colors and intricate designs. Within weeks, the moths had gotten to it and had laid their larvae within it. Shortly thereafter, the entire tapestry had become a pile of grayish goo. He indicated that it was a constant struggle at the building to keep on top of all of the environmental enemies to the artifacts and that the job was bigger than something that he alone could handle. Kelly testified that he repeatedly raised his concerns with the CEO of the Civil War Museum who then relayed those concerns to Reed. The response that Kelly got back from the CEO was that he should begin to distance himself from the building and the task of caring for the artifacts.

For someone who spent millions of dollars of city money on the purchase of the artifacts, Reed did not seem to have any care or concern about them once they had been purchased. He did not listen to the concerns of Mr. Kelly, as relayed to him by the CEO of the Civil War Museum. He did not venture to the "D and D" building when a big shipment was coming in to be able to view the artifacts as they arrived. Indeed, Mr. Kelly only vaguely recalls one time in which Reed visited the "D and D" building in all of his service there.

Kelly testified that in an attempt to maintain some sort of record of the great many items being arbitrarily purchased, Kelly began to undertake an inventory. He was able to take over a list that had been kept by Reed's secretary beginning in 1994 and greatly expand it to capture a great deal more information than it had previously included. Kelly testified that to each item received by him Kelly would assign an "accession number." This number is a convention used in cataloging the collections of museums. Each number comprises three values separated by decimal points. For example, the number 2000.28.43 would indicate that the particular item was

acquired in the year 2000, was the 28th lot of items to be acquired in that year, and was the 43rd item within that lot. In the data base he was creating, Kelly testified, in addition to assigning each item an accession number, he provided a description of the item and the price the city had paid for that item when it could be determined from the documentation which accompanied the shipments.

Mr. Kelly did his best to capture in his inventory all of the items of which he was aware. Mr. Kelly provided that inventory to investigators.

Investigators then began to compare the items discovered in Reed's suite of storage rooms to those listed on the city's manifest. It should be noted, and Mr. Kelly and other witnesses testified, that the items which appear on that inventory are city property. They were acquired with city money, and were shipped or delivered by city employees to a city facility.

Over and over, investigators discovered items in Reed's personal storage facility which appeared on the city's manifest of city property. A spreadsheet summarizing those items which belonged to the city and were discovered in Reed's private storage facility is attached to this Presentment. The aggregate value of those items discovered which appear on the city's manifest is, so far, \$121,169.20.

Mr. Kelly testified he was shocked at the sheer scope and number of artifacts discovered in Reed's storage rooms. Kelly testified he thought he had seen the extent of the Wild Western collection amassed by Reed but that the staggering number of items found in Reed's possession would be sufficient to form a museum collection all on its own. Having had the opportunity to survey those items discovered by OAG investigators in Reed's possession, and understanding that he could not identify and reliably appraise each item, Mr. Kelly nonetheless felt confident

that such a collection, when compared with the insured and appraised collection of the Civil War Museum, was worth millions of dollars. This Grand Jury finds Stephen Reed lied to investigators when he represented that there was no city property, or only a small amount of inadvertently transported city property, to be found in his possession. To the contrary, hundreds of artifacts which appear on the manifest of city property, and for which no evidence exists that Reed subsequently purchased or obtained lawfully, were discovered in this treasure house.

In addition to stolen artifacts, investigators discovered boxes of documents which belong to the city of Harrisburg. These do not include Reed's personal papers, notes, and other documents, which, of course, it would have been appropriate for Reed to take with him when he left office. Rather these documents comprise official correspondence, memoranda of negotiation, and other records which belonged to the city and are part of its institutional memory.

A warrant was also executed at Reed's three story private residence in the city of Harrisburg. Even having seen and cataloged the vast collection secreted away by Reed at his storage building, investigators testified they were shocked by what they found. Thousands more artifacts, many of an American Western theme, were densely packed into the living spaces, basement, and along stairwells and hallways. Statuary, oil paintings, pottery, weapons, clothing a 'vampire hunting kit,' and all manner of other items were displayed on table tops, walls, in cabinets, on the floor and on top of television sets and furniture. Some items still had tags from the City's auction of Western memorabilia attached. Both auction houses confirmed to the Grand Jury that no record existed of any auction purchases by Stephen Reed. The process of cataloging these items is ongoing, but many items found in Reed's home appear on the manifest of city property referenced above.

Additionally, this Grand Jury heard testimony that in the period between the search of Reed's storage facility and the search of his home, Reed travelled to Gettysburg to attempt to sell a number of firearms on consignment. Investigators recovered those weapons, and at the times of this presentment, at least twenty appear on the list of city property. In a television interview played for this Grand Jury, Reed asserts that all the artifacts found in his home belong to him.

In conclusion, this Grand Jury finds that Reed exercised control over the municipal enterprises described above to such a degree that they became mere ciphers.

We find that Reed improperly diverted proceeds from bond offerings which were themselves ill-advised, portions of which were used to fill the coffers or reimburse the City so that Mr. Reed could pursue his interests. In every instance, bonds were sold for one purpose and some of the proceeds spent on another purpose. This diversion was actively hidden from investors and the citizens of Harrisburg. Transparency and competition for city business were subverted in favor of obfuscation and patronage. Debt which encumbers Harrisburg to this day was heedlessly issued to enable the purchase of artifacts and to pay select professionals. We find that Reed offered things of value to officials in exchange for the discharge of their official duties and to bring them to heel. We find that Reed improperly retained possession of a massive collection of city property at the expense of the city and its creditors. Ultimately, Reed began to treat the city's assets as his own and to build a city which was a monument to him and not administered for the common good.

RECOMMENDATION OF CHARGES

Based upon the evidence that we have obtained and considered, which establishes a *prima facie* case, we, the members of the Thirty-Seventh Statewide Investigating Grand Jury, recommend that the Attorney General, or her designee, institute criminal proceedings against the person listed below and charge him with the following offenses:

STEPHEN REED

Corrupt Organizations - 18 Pa.C.S.A. § 911

Misapplication of Property of the Government - 18 Pa.C.S.A. § 4113

Deceptive Business Practices - 18 Pa.C.S.A. § 4107

Tampering with Records - 18 Pa.C.S.A. § 4104

Securing Execution of Document by Deception - 18 Pa.C.S.A. § 4114

Theft by Failure to Make Required Disposition - 18 Pa.C.S.A. § 3927

Theft by Deception - 18 Pa.C.S.A. § 3922

Theft by Receiving Stolen Property - 18 Pa.C.S.A. § 3925

Theft of Services - 18 Pa.C.S.A. § 3926

Bribery - 18 Pa.C.S.A. § 4701

Dealing in Proceeds of Unlawful Activities - 18 Pa.C.S.A. § 5111

African American Museum — AFAMA / AFAMA
 Colonial Era — COL / COLA
 Colonial/Federal Era — COLFED
 Harrisburg City Archives — HBG / HBGA
 Pennsylvania Related — PA / PAA
 Spanish American War — SPAM
 Vietnam — VNA
 Western Museum — W / WA
 World War I — WWI / WWIA
 World War II — WWII / WWIIA
 Grove Family Trust — GFT

Items seized at
 Two Penn Center, Harrisburg, PA

OAG Item number (PC-XXXX)	OAG description	Date	City description	Price	Code	Accession Number
01		05/05/00	Spihoun, Metal, from Saloon, Paradise, AZ	\$135.00	W	2000.28.43
02	Roller inside a cardboard tube	07/27/05	Dennis Eaglehorse Deer Hide, Lakota Sioux Wall hanging (Modern)	\$1,770.00	W	2005.31.1
03	Foot Paddle and Fire Horn	08/21/02	Fire Alefem	\$600.00	W	2002.215.54
04	Wall Display	11/14/98	wall display group harness/wagon various pieces (grouping)	\$125.00	W	1998.94.8
05	Red Strong Box, Stego Coach	05/05/00	Strong Box, Stego	\$900.00	W	2000.59.56
06		10/07/02	Gambler's Gun	\$550.00	W	2002.168.1
07		04/08/00	Turtle Rattle	\$250.00	W	2000.64.5
08		03/01/02	Turtle Rattle	\$335.75	W	2002.43.55
09	3 piece bracket, bell and striker	05/02/95	Chuckwagon dinner bell	\$75.00	W	1995.144.269
10		02/13/95	Indian Buffalo Horn Rattle	\$800.00	W	1995.33.3
11		09/04/01	Buffalo Rattle	\$295.00	W	2001.60.4
12	Refer to 2001.75.8	08/10/95	Large Horse Pack Saddle, Wood Frame	\$150.00	W	2002.41.461
13	Refer to 1995.294.14	08/23/01	Buffalo Skull	\$400.00	W	1995.294.14
14	19x12 branded AGENT	02/01/96	All Metal Wells Fargo Express Box	\$2,300.00	W	2001.75.8
14	19x12 branded AGENT	02/01/96	Wells Fargo Mail Bag	\$400.00	W	1996.14.5a,b
15	33"	01/15/03	Wells Fargo Mail Bag	\$400.00	W	1996.14.5a,b
16		07/27/06	Childs Bath Tub From Westcliff Ranch 36"	\$300.00	W	2003.43.20
17		11/14/98	Yam Winder (2813)	\$200.00	W	2006.24.4
18	Refer to 2001.113.7&2000.43.4	08/28/95	Roll of Old Barbed Wire (Eastern Plains Co.) butter churn	\$56.00	W	1998.94.22a
18	Refer to 2001.113.7&1995.322.48	05/05/00	Butter Churn	\$120.00	W	1995.322.48
18	Refer to 2000.43.4&1995.322.48	09/13/01	Butter Churn	\$238.50	W	2000.43.4
19		11/12/98	Morgan Earp Door Frame	\$472.00	W	2001.113.7
				\$3,500.00	W	1998.88.7

54	December 18, 1874	Daily Independent 1874	\$13.00	WA	1997.71.95
55	April 11, 1880	Newspaper, Morning Appeal, 1880	\$30.00	WA	2003.52.75
56	November 15, 1874	Newspaper, Lyon County Times, Silver City, NV., 1874	\$38.00	WA	2002.206.65
57	December 17, 1878	Newspaper, Eureka Daily Leader, NV. 1878	\$40.00	WA	2002.206.64
58	March 26, 1871	Newspaper, The Daily State Register, Carson City, NV., 1871	\$40.00	WA	2002.206.67
59	February 23, 1875	Eureka Daily Sentinel 1875	\$15.00	WA	1997.71.94
60	August 26, 1892	Western Liberal 1892	\$29.00	WA	1997.71.89
61	May 24, 1884	Albuquerque Morning Journal 1884	\$46.00	WA	1997.71.82
62	August 29, 1890	Newspaper, New Mexico Interpreter, White Oaks N.M., 1890	\$67.00	WA	2002.206.58
63	November 23, 1872	Newspaper, The Borderer, Las Cruces, NM, 1872	\$55.00	WA	1996.131.13
64	December 20, 1874	Carson Daily Appeal 1874	\$15.00	WA	1997.71.91
65	October 20, 1880	Arizona Daily Star 1880	\$37.00	WA	1997.71.52
66	December 7, 1877	Arizona Citizen 1877	\$29.00	WA	1997.71.50
67	December 26, 1879	Newspaper, Weekly Arizonian 1879	\$64.00	WA	2003.52.7
68		Newspaper, The Daily Austin Republican, Texas, July 2, 1869.	\$17.00	WA	1997.10.64
69		Newspaper, Marysville Daily Appeal, Calif., May 1, 1873	\$14.00	WA	1997.10.67
70	Full Suit of Armor	Spanish Armor	\$14,000.00	W	2001.23.1
71		Newspaper, The Times-Review, Tuscarora, Nevada, Apr. 29, 1881	\$13.00	WA	1997.10.57
72		Newspaper, Sentinel, Auguacho, Colo., Jan. 2, 1890	\$22.00	WA	1997.10.53
73		Newspaper, Flake's Bulletin, Galveston, Texas, Dec. 19, 186(6)	\$15.00	WA	1997.10.50
74		Newspaper, The Sentinel, Red Bluff, Calif., Mar 22, 1873 "The Modoo War"	\$14.00	WA	1997.10.48
75		Northwestern Livestock Journal, Cheyenne, Wyoming, Jan. 18, 1889	\$25.00	WA	1997.10.45
76		Newspaper, Houston Tri-Weekly Telegraph, Texas, Jan. 3, 1866	\$17.00	WA	1997.10.38
77		Newspaper, The Marysville Daily Appeal, Calif., June 17, 1871	\$12.00	WA	1997.10.36
78		Newspaper, The Arizona Daily Star, Tucson, Nov. 23, 1880	\$20.00	WA	1997.10.29
79		Newspaper, Georgetown Gazette, Calif., July 24, 1885	\$18.00	WA	1997.10.27
80		Newspaper, Supplement To Flake's Gaveston Weekly Bulletin, Sep. 5, 1866	\$6.00	WA	1997.10.28
81		Newspaper, The Times-Review, Tuscarora, Nevada, July 3, 1882	\$22.00	WA	1997.10.22
82		Newspaper, Marysville Daily Appeal, Calif., Oct. 25, 1863	\$12.00	WA	1997.10.24
83		Newspaper, Desert Evening News, Salt Lake City, Oct 23, 1891	\$23.00	WA	1997.10.12
84		Newspaper, Houston Tri-Weekly Telegraph, Texas, Dec. 13, 1865	\$8.00	WA	1997.10.11
85		Newspaper, Daily Ogden Junction, Utah, Oct. 10, 1879	\$13.00	WA	1997.10.10

123		11/14/98	lumber saws (2 man) two	\$130.00	W	1998.94.48
124		09/13/01	Sled W/Wooden Runners	\$112.50	W	2001.11.19
125		08/19/01	19th Cent. Childs High Chair (Payson, AZ)	\$215.00	W	2001.78.10
126	5" diameter pulley	09/04/01	Iron and Wood Rope Pulley For Lifting Timbers	\$90.00	W	2002.41.474a
127	Red Scale "Buffalo"	07/27/06	Double Beam Scale	\$60.00	W	2006.24.17
128	U.S.N.	03/01/02	Iron Bed	\$300.00	W	2002.53.20
129	From Reed's Office N.Porter Co.Phoenix, AZ.	12/03/02	Genuine Porter Saddle	\$750.00	W	2003.2.1
130	(1) Railroad Saloon (1) Saloon Mgr. Rule	06/10/97	Pair Conestoga Tar Horns	\$550.00	W	1997.25.5a,b
131	45.5 inches	12/07/00	Large Hand Cutting Saw	\$100.00	W	2000.109.2
132	Way Bill #23 Sept. 26, 1891	08/17/98	Virginia City MT way bill	\$125.00	WA	1998.52.88
133		12/18/94	Sacramento Newspaper Jan-June 1882	\$1,200.00	WA	1994.8.15
134		12/18/94	Sacramento Newspaper July-Dec 1881	\$2,500.00	WA	1994.8.18
135	With 5 glass insulators with metal pegs	09/04/01	Western Union Telegraph Pole Frame W/Wooden Pegs	\$100.00	W	2002.41.277
136	14" diameter 23" tall with lid	03/23/06	Antique Wooden Barrel	\$165.00	W	2006.11.3
137	11" Seat, Canteen, Bugle, Saddle Bag, Rifle Scabbard, Ammunition Pouch with (1) bullet, U.S./C.B.B. 1865 Sword in Metal Holder	05/05/00	Cavalry Saddle Set	\$2,000.00	W	2000.39.2
138		01/28/97	Geromimo by Mary E. Fly Tombstone, Arizona Terr 1903	\$3,500.00	WA	1997.51.1
139	Full school desk with chair	04/14/03	Desk, School	\$375.00	W	2003.54.26
140	Consists of (3) photos	05/05/00	Photograph, 5th U.S. Infantry Ft. Keogh, MT Terr.	\$1,350.00	WA	2000.31.5
141		08/08/97	Mining Stock Receipt	Lot	WA	1997.35.3
142	M63980	08/08/97	Crystal Palace Liquor License	\$1,500.00	WA	1997.35.1
143	John Clum and Yuma Chiefs	08/08/97	Stereoview of Clum & Indians	\$1,000.00	WA	1997.55.2
144		10/02/98	1896 Indian Territory Bill Doonlin Gang	\$700.00	WA	1998.48.5
145		08/15/97	Photo of Indian Burial Ground w/description	\$300.00	WA	1997.85.1
146		05/05/00	Photograph, Bill Dalton & Marshall Lidsey	\$450.00	WA	2000.44.4
147		08/24/98	Altamen Cowboys on horseback Old West Livery Stable Circa 1880s	\$180.00	WA	1998.43.2
148		06/02/99	photo blacksmith shop	\$150.00	WA	1999.70.3
149		08/24/98	Glass negative of Flathead Village David C Walker Circa 1895	\$175.00	WA	1998.43.1
150		08/11/98	photo Schimpah, Daughter of Spokane American Made Rev. War Cannon Ca. 1776 30" Unmarked Iron Cannon	\$90.00	WA	1998.45.2
151	33" swivel gun	11/21/01	Cannon	\$6,500.00	COL	
152		07/27/00	Kiowa Girl ID C. 1903	\$46.00	WA	2000.87.15
153		06/09/98	1900 Peru Mining Letter-great content	\$60.00	WA	1998.30.6
154		11/01/97	Missouri Convoier's letter	\$2,376.00	WA	1997.45.8
155		11/01/97	Governor's Rifle Duel Letter	\$227.00	WA	1997.45.3
156		06/09/98	Early 1868 Idaho Territory letter	\$60.00	WA	1998.30.5
157		11/01/97	US Commissioner's Complaint	\$217.00	WA	1997.45.2
158		11/01/97	Arizona Territory Court Document	\$217.00	WA	1997.45.1
159		11/01/97	1865 Kansas Letter	\$397.00	WA	1997.45.4
160		11/01/97	Indian-Mining payroll	\$367.00	WA	1997.45.7

200	22-Jul-02	Colorado - Wells Fargo Letter	WA	2002.29.7
201	11/05/96	Jose Francisco Aragon quarto, US Army Requisition, Santa Fe, NM May 20, 1850	WA	1996.109.13
202	08/11/98	B Bill stereo card	WA	1998.44.13
203	08/11/98	Sitting Bull Camp Ft. Randall stereo	WA	1998.44.14
204	08/20/01	Sombroero w/Silver Hat Band	W	2001.80.5
205	11/16/97	Two Indian men, no Photo LD.	WA	1997.42.4
206	11/03/97	Navajo Chief Manuelito & his Tribe, ca 1865 albumen	WA	1997.47.2
207	05/05/00	Photograph, Lawman R. Ewing w/Body	WA	2000.44.15
208	06/06/97	Charles Shihbell Document	WA	1997.73.3
209	11/12/97	2 original photographs of Sioux Indians c1880	WA	1997.53.3a,b
210	11/12/97	original snap shot of Jim Thorpe c1930-40	WA	1997.53.5
211	11/12/97	original photograph of outlaw Al Jennings c1915	WA	1997.53.4
212	11/16/97	Indian women w/child by Parkes/photo	WA	1997.42.5
213	05/05/00	Coffee Pot, Gray Cowboy, Vasey Large	W	2000.28.19
214	07/27/06	Pair Copper & Brass Candelabras	W	2006.24.21
215	09/04/01	Large Wooden Carpenters Clamp	W	2002.41.421
216	08/12/95	Badge US Ind police	W	1995.516.52
217	08/27/02	Moulding Plane	WA	2002.220.33
218	08/06/95	Remington Dorse in Open	WA	1995.304.20
219	07/03/01	Page - Klecuan House/Hotel 1890-Cluster City, SD	WA	2001.51.8
	08/11/98	1890's Texas Warrant	WA	1998.45.5a
	08/11/98	1890's Texas Warrant	WA	1998.45.5ab
	08/11/98	1890's Texas Warrant	WA	1998.45.5b
	08/11/98	1890's Texas Warrant	WA	1998.45.5bb
	08/11/98	1890's Texas Warrant	WA	1998.45.5c
	08/11/98	1890's Texas Warrant	WA	1998.45.5d
	08/11/98	1890's Texas Warrant	WA	1998.45.5dd
	08/11/98	1890's Texas Warrant	WA	1998.45.5e
	08/11/98	1890's Texas Warrant	WA	1998.45.5ee
	08/11/98	1890's Texas Warrant	WA	1998.45.5f
	08/11/98	1890's Texas Warrant	WA	1998.45.5ff
	08/11/98	1890's Texas Warrant	WA	1998.45.5g
	08/11/98	1890's Texas Warrant	WA	1998.45.5gg
	08/11/98	1890's Texas Warrant	WA	1998.45.5h
	08/11/98	1890's Texas Warrant	WA	1998.45.5hh
	08/11/98	1890's Texas Warrant	WA	1998.45.5i
	08/11/98	1890's Texas Warrant	WA	1998.45.5j
	08/11/98	1890's Texas Warrant	WA	1998.45.5k
	08/11/98	1890's Texas Warrant	WA	1998.45.5l
	08/11/98	1890's Texas Warrant	WA	1998.45.5m
	08/11/98	1890's Texas Warrant	WA	1998.45.5n
	08/11/98	1890's Texas Warrant	WA	1998.45.5o
	08/11/98	1890's Texas Warrant	WA	1998.45.5p
	08/11/98	1890's Texas Warrant	WA	1998.45.5q
	08/11/98	1890's Texas Warrant	WA	1998.45.5r
	08/11/98	1890's Texas Warrant	WA	1998.45.5s
	08/11/98	1890's Texas Warrant	WA	1998.45.5t
	08/11/98	1890's Texas Warrant	WA	1998.45.5u
	08/11/98	1890's Texas Warrant	WA	1998.45.5v
	08/11/98	1890's Texas Warrant	WA	1998.45.5w
	08/11/98	1890's Texas Warrant	WA	1998.45.5x
	08/11/98	1890's Texas Warrant	WA	1998.45.5y
	08/11/98	1890's Texas Warrant	WA	1998.45.5z
220		Range between the 1880s and 1890s, complaints, Grand Jury Indictments, etc.		

221	one piece strainer, one piece solid	08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5m
222		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5n
223	September 20, 1895	08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5o
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5p
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5q
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5r
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5s
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5t
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5u
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5v
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5w
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5x
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5y
		08/11/98	1890's Texas Warrant	\$50.00	WA	1998.45.5z
		03/01/02	Copper Ladle	\$18.75	W	2002.43.2
		05/05/00	Stearnsley, T. Roosevelt on Horseshoe	\$300.00	WA	2000.44.18
		03/04/96	Letter-Indian Fighter Geo. F. Buell Ft. Stanton 1881	\$225.00	WA	1996.28.2
		08/07/95	Brand	\$320.00	W	1995.295.10a
		08/07/95	Brand	Lot	W	1995.295.10b
		08/07/95	Brand	Lot	W	1995.295.10c
		08/07/95	Brand	Lot	W	1995.295.10d
		08/07/95	Brand	Lot	W	1995.295.10e
		08/07/95	Brand	Lot	W	1995.295.10f
		08/07/95	Brand	Lot	W	1995.295.10g
		08/07/95	Brand	Lot	W	1995.295.10h
		05/05/00	Bag 1 #56	Lot	W	2000.35.62
		08/08/95	Stick brand	\$75.00	W	1995.292.16a
		08/08/95	Stick brand	\$75.00	W	1995.292.16b
		08/19/01	Wooden canteen (1800)	\$160.00	W	2001.78.17
		11/12/97	3 original photographs c1890 of Crow Indians	\$925.00	WA	1997.53.2#-c
		11/11/02	Meat Hooks on Pico Pole	\$265.00	W	2003.23.15#-c
		05/02/95	Cowboy Riding Crop, bone handle	\$65.00	W	1995.144.252
		01/01/03	Bone Handled "Colo. Toothpick Leadville" Dagger	Lot	W	2003.5.5
		08/30/02	Ghost Dance Beaded Medicine Pouch & Circular w/Medicine Symbols	\$1,500.00	W	2002.221.13
		07/27/05	Rug, Two Grey Hills	\$400.00	W	2005.36.38
		08/26/98	Horse Collar From CO Ranch	\$96.00	W	1998.46.7a
		08/26/98	Horse Collar From CO Ranch	Lot	W	1998.46.7b
		08/26/98	Horse Collar From CO Ranch	Lot	W	1998.46.7c
		08/26/98	Horse Collar From CO Ranch	Lot	W	1998.46.7d
		08/26/98	Horse Collar From CO Ranch	Lot	W	1998.46.7e
		08/26/98	Horse Collar From CO Ranch	Lot	W	1998.46.7f
235	leather bucket, wood trim with metal rings	11/15/95	horse collar decorative pulling pads	\$200.00	W	1995.488.1

236	Hoop Yoke 46"	02/05/02	Mule Collar, Chestnut Double Mule Collar W/Iron 1860	\$155.00	W	2002.58.3
237	Hoop Yoke 52"	02/05/02	Mule collar, Double Mule Collar, Chestnut & Iron 1880	\$175.00	W	2002.58.5
238	June 7, 1882 The Wide Awake Library 5 cents/No. 492	12/09/95	Jesse James Magazine	Lot	WA	1995.504.26c
239	Vintage envil 100 lb (www.iforgetiron.com)	09/04/01	150 Pound Anvil	\$300.00	W	2002.41.494
240	Victor Antique Platform Scale w/o weights	11/14/98	Platform scales w/weights	\$400.00	W	1998.94.30
241		08/15/01	Mexican Bit	\$157.50	W	2001.63.7
242	Civil War Officers/PVT Boots	08/14/95	Boots	\$250.00	W	1995.314.105
243		09/08/01	Beaded Skull	\$300.00	W	2001.106.2
244		11/10/98	US marked canvas covered canteen, Indian Wars	\$125.00	W	1998.93.6
245		02/01/96	Set of 4 Stagecoach Harness	\$10,000.00	W	1996.14.2a-d
246		08/27/01	Saloon #10 Spittoon & Chock-a-Luck	\$1,800.00	W	2001.70.5a,b
247		08/08/95	Stout stretch-neck turtle rattle	\$300.00	W	1995.299.5
248		05/05/00	Stove, Black 1890 Stove	\$50.00	W	2000.59.47

Total: \$121,169.20

Items seized at 212 Cumberland St.
Harrisburg, PA

African American Museum — AFAM / AFAMA
 Colonial Era — COL / COLA
 Colonial/Federal Era — COLFED
 Harrisburg City Archives — HBC / HBQA
 Pennsylvania Related — PA / PAA
 Spanish American War — SPAM
 Vietnam — VNA
 Western Museum — W / WA
 World War I — WWI / WWIA
 World War II — WWII / WWIIA
 Grava Family Trust — GFT

OAG Item number (SN-XXXX)	MCSIS barcode	House Area Location / Item No.	OAG description
		1st fl hlwy-21	c. 1700-1740
		1st fl hlwy-19	Rough Pottery Cires 1850
		1st fl hlwy-3	
		1st fl hlwy-30	no picture frame
		1st fl hlwy-34	
		A-53	
		C-1	
		C-16	
		C-17	
		C-18	
		C-19	
		C-20	
		C-21	
		C-23	store fronts
		C-24	
		C-26	
		C-27	
		C-28	
		C-29	Chief Bear Foot on front of print

Date	City description	Price	Code	Accession number
09/30/05	Dutch Onion Bottle 18th Century HBC2857	\$112.50	COL	City list
02/27/06	Black Glass Bottle	\$150.00	AFAM	City list
11/10/98	Chromal Iron	\$72.00	W	1998.93.76
05/02/95	photograph, Railroad track-lying cross, Henza photo, framed	\$375.00	WA	1995.144.78
03/01/02	Colonial Lensa Point	\$170.00	W	2002.43.9
11/01/95	Anchor described and copy of certiff. authenticity	\$7,050.00	W	1995.478.1
09/08/01	Ram Skull	\$165.00	W	2001.106.4
05/02/95	photograph Indian Sky Ranch after Apache Attack, Randall, framed	\$750.00	WA	1995.144.130
05/01/95	Photograph, Early El Paso - Juarez Image	Lot	WA	1995.136.14b
05/01/95	Photograph, Early El Paso - Juarez Image	Lot	WA	1995.136.14a
05/01/95	Photograph, Early El Paso - Juarez Image	Lot	WA	1995.136.14c
03/14/95	Silver City Street Scene	Lot	WA	1995.73.46
03/14/95	Rare Fort Bascom Correspondence: 1869 Letter	Lot	WA	1995.73.14
05/05/00	Photograph, Framed, Conway, Texas	\$300.00	WA	2000.59.37
03/14/95	Nederland, Colorado, c. 1890	Lot	WA	1995.136.12
05/01/95	Wagon Makers, c. 1900	Lot	WA	1995.136.21
05/02/95	photograph Ft. Grant, AZ framed	\$300.00	WA	1995.144.132
03/14/95	Very Rare Arizona Chopt Town Birds Bye View	Lot	WA	1995.73.45
03/14/95	Photogravure of Chief Beaver Foot	Lot	WA	1995.73.36

OAG Item number (818-XXXX)	MCIS Item No.	Home Area Location / Item No.	OAG description	Date	City description	Price	Code	Acquisition number
		C-30		03/14/95	Sacramento County, New Mexico Arrest Warrant for "Valentino Blasco 1882	Lot	WA	1995.73.16
		C-31		03/14/95	Stamming Portrait of Chief Hleet Bird	Lot	WA	1995.73.35
		C-32		12/07/00	Cripple Creek Bottle	\$25.00	W	2000.109.12
		C-34		03/14/95	Photogravure Indiana c. 1900	Lot	WA	1995.73.33
		C-35		05/27/95	wagon wheel wrench	\$36.00	W	1995.321.2
		C-37		09/08/95	Tin canister	\$80.00	W	1995.373.2
		C-39		11/10/98	"C" Branding Iron	\$30.00	W	1998.93.125
		C-43		08/24/02	Wood Block Plane	\$39.00	W	2002.207.15
		C-46	Lot #153	03/14/95	Pumpkin Seed Bottle	Lot	W	1995.73.20
		C-52a		09/24/99	(2) Matching Wagon Wheels	\$300.00	W	1999.29.8a,b
		C-52b		03/14/95	1870 New Mexico Saloon Document "Special Tax"	Lot	WA	1995.73.15
		C-57		09/24/99	Green Chest (#200)	\$637.00	W	1999.34.5
		A-1		11/01/00	#10 Saloons, Deschwood, SD Items	\$7,500.00	W	2000.101.8
		A-21		11/03/98	Clim Razor & Mug	\$2,500.00	W	1998.89.8
		A-32		08/15/02	Candle Maker	\$95.00	W	2002.185.49
		A-39		08/18/98	Drum, 42" Buffalo Hide	\$1,700.00	W	1998.55.1
		A-54	wooden stand with hide covered drum with rope and ceramic jug	08/18/01	Bronze (Cowboy on Bucking Bronco)	\$19,200.00	W	2001.87.3
		A-56		08/18/98	Jaw Bone Ac	\$65.00	W	1998.55.13
		B-12		10/09/01	Navajo Dances Shield	\$202.50	W	2001.81.39
		B-43		05/18/96	1872 Officer's Sword	Lot	W	1996.48.9
		C-17		05/01/95	Photograph, Early El Paso - Juarez Image	Lot	WA	1995.136.14b
		C-22		03/14/95	Photogravure Indiana 1889	Lot	WA	1995.73.32
		E-76		11/29/96	Crow Agency Mountains, CA. 1880 aluminum-teepee encampment	\$950.00	WA	1996.114.2
		E-77		10/01/01	A Navajo Jogganda Near Manzanito (N.M.) A.P.R.P.	\$170.00	WA	2001.95.21
		F-8		02/10/95	7th Cav Brass Telescope	\$500.00	W	2003.59.334
		F-19	Harrington's	08/08/95	Stout stretch-neck turtle rattle	\$300.00	W	1995.299.5
		F-55		11/01/00	Wells Fargo Scales	\$2,000.00	W	2000.101.10

OAG item number (SP-XXXX)	MCHS barcode	House Area Location / Item No.	OAG description	Date	City description	Price	Code	Accession number
		P-56		08/05/95	US mess kit, tin exp, knife & fork (4 pc)	\$70.00	W	1995.546.5
		P-94		04/17/95	Cheyenne Indian bag	\$1,300.00	W	1995.308.17
		P-106		04/25/02	1880's Lakota Society Reunion	\$15,000.00	W	2003.33.17
		P-244		08/17/00	Photo from Crane, OR	\$50.00	WA	2001.3.19
		P-303		02/11/94	Newspaper, Marysville Daily Appeal, Calif. July 28, 1878	\$9.00	WA	1994.30.18
		P-307	booklet by John L. Yoo	08/17/92	Book, Billy The Kid	\$60.00	WA	2003.59.356

Items seized in Gettysburg, PA

Western Museum - W/WA

OAG Item number (UTIS-XXXX)	MCIS barcode	OAG description	Date	City description	Price	Code	Accession member
		Jun 4, 2015 receipt, Item 1	02/22/02	Russian Miquelet	\$4,800.00	W	2002.36.1
		Jun 4, 2015 receipt, Item 2	05/03/95	Rifle, 1873 Winchester, saddle carbine	\$450.00	W	1995.175.35
		Jun 4, 2015 receipt, Item 3	11/01/95	Indian Scout rifle in scabbard	\$2,450.00	W	1995.475.7a,b
		Jun 4, 2015 receipt, Item 4	06/29/95	1894 Winchester 38-55 made in 1898	\$1,000.00	W	1995.218.2
		Jun 4, 2015 receipt, Item 5	08/14/95	1884 Springfield (Indian)	\$5,000.00	W	1995.303.4
		Jun 4, 2015 receipt, Item 6	12/09/95	Winchester 94 Indian Gun	\$900.00	W	1995.512.6
		Jun 4, 2015 receipt, Item 7	07/11/95	Colt lightning 41 cal. w/holster	Lot	W	1995.243.4a,b
		Jun 4, 2015 receipt, Item 8	08/05/95	Smith & Wesson D/A 1st Model "Frontier" 44 cal. maked Wells Fargo	\$850.00	W	1995.546.9
		Jun 4, 2015 receipt, Item 9	01/12/97	Charltona Remington Pistol (David Ruckebaught)	\$1,600.00	W	1997.61.4a
		Jun 4, 2015 receipt, Item 10	08/05/95	Winchester 1873 carbine 44 cal. 20" bar. Marked Wells Fargo	\$1,700.00	W	1995.546.8
		Jun 4, 2015 receipt, Item 11	01/11/95	Remington Pistol w/Holster & belt	\$1,400.00	W	1994.20.3
		Jun 4, 2015 receipt, Item 12	06/27/00	Flintlock Pistol - Ojibwa/Lakota Wars	\$1,250.00	W	2000.80.1
		Jun 4, 2015 receipt, Item 13	07/16/92	1909 Argentine Bayonet W/Ring	\$18.99	W	2003.59.213 2003.59.214
		Jun 4, 2015 receipt, Item 14	08/27/99	Master Massacre Rifle, Sharps (Rifle)	Lot	W	2000.63.1a
		Jun 5, 2015 receipt, Item 1	08/10/95	Double Barrel Pin Fire	\$500.00	W	1995.294.6
		Jun 5, 2015 receipt, Item 2	02/26/02	Cheyenne Scabbard, w/ Masket	\$3,500.00	W	2002.139.24a,b
		Jun 5, 2015 receipt, Item 3	11/20/01	Robbers Shotgun & Case	\$1,500.00	W	2002.134.3
		Jun 5, 2015 receipt, Item 4	03/10/95	Sinox beaded bar, 1873 Winchester (silver inlaid) Appache scabbard, etc.	\$4,000.00	W	1995.543.1a,b
		Jun 5, 2015 receipt, Item 5	03/27/97	Early 19th Cent Rifle & powder horn	\$1,275.00	W	1997.17.1a,b
		Jun 5, 2015 receipt, Item 6	09/04/95	Leman Indian trade rifle	\$4,500.00	W	1995.335.30
Total					\$38,893.09		

EXHIBIT B

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: DAUPHIN



POLICE CRIMINAL COMPLAINT
COMMONWEALTH OF PENNSYLVANIA
VS.

Magisterial District Number: 12-3-03
MDJ: Hon. WILLIAM C. WENNER
Address: 5925 STEVENSON AVE, SUITE B
HARRISBURG, PA 17112
Telephone: (717)545-0261

DEFENDANT: (NAME and ADDRESS):
STEPHEN RUSSELL REED
First Name Middle Name Last Name Gen.
212 CUMBERLAND STREET
HARRISBURG, PA 17102

NCIC Extradition Code Type

- 1-Felony Full 4-Felony No Ext. B-Misdemeanor Limited E-Misdemeanor Pending
 2-Felony Ltd. 5-Felony Pend. C-Misdemeanor Surrounding States Distance: _____
 3-Felony Surrounding States A-Misdemeanor Full D-Misdemeanor No Extradition

DEFENDANT IDENTIFICATION INFORMATION

Docket Number CR-228-15	Date Filed 07/14/2015	OTN/LiveScan Number T 676764-4	Complaint/Incident Number 43-1036-13	SID	Request Lab Services? <input type="checkbox"/> YES <input type="checkbox"/> NO
GENDER <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	DOB 08/09/1949	POB SHIPPENSBURG, PA	Add'l DOB / /	Co-Defendant(s) <input type="checkbox"/>	
First Name STEVE		Middle Name		Last Name REED	
RACE <input checked="" type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Native American <input type="checkbox"/> Unknown		ETHNICITY <input type="checkbox"/> Hispanic <input type="checkbox"/> Non-Hispanic <input type="checkbox"/> Unknown			
HAIR COLOR		<input checked="" type="checkbox"/> GRY (Gray)	<input type="checkbox"/> RED (Red/Aubn.)	<input type="checkbox"/> SDY (Sandy)	<input type="checkbox"/> BLU (Blue)
		<input type="checkbox"/> BLK (Black)	<input type="checkbox"/> ONG (Orange)	<input type="checkbox"/> WHI (White)	<input type="checkbox"/> XXX (Unk./Bald)
		<input type="checkbox"/> BLN (Blonde / Strawberry)			
EYE COLOR		<input type="checkbox"/> BLK (Black)	<input type="checkbox"/> BLU (Blue)	<input checked="" type="checkbox"/> BRO (Brown)	<input type="checkbox"/> GRN (Green)
		<input type="checkbox"/> HAZ (Hazel)	<input type="checkbox"/> MAR (Maroon)	<input type="checkbox"/> PNK (Pink)	<input type="checkbox"/> MUL (Multicolored)
Driver License	State PA	License Number 14809417	Expires: 08/10/2015	WEIGHT (lbs.)	
DNA	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DNA Location	150		
FBI Number	359630FB5	MNU Number	FL HEIGHT in.		
Defendant Fingerprinted	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			5	10
Fingerprint Classification:					

DEFENDANT VEHICLE INFORMATION

Plate # GB00007	State PA	Hazmat <input type="checkbox"/>	Registration Sticker (MM/YY)	Comm'l Veh. Ind. <input type="checkbox"/>	School Veh. <input type="checkbox"/>	Oth. NCIC Veh. Code	Reg. same as Def. <input checked="" type="checkbox"/>
VIN	Year	Make CHEVY	Model FOU	Style SUV	Color G		

Office of the attorney for the Commonwealth Approved Disapproved because: _____

(The attorney for the Commonwealth may require that the complaint, arrest warrant affidavit, or both be approved by the attorney for the Commonwealth prior to filing. See Pa.R.Crim.P. 507).

DAG CLARKE H. MADDEN

(Name of the attorney for the Commonwealth)

[Signature]
(Signature of the attorney for the Commonwealth)

7/14/15

(Date)

I, INSPECTOR CRAIG S. LECADRE

(Name of the Affiant)

902

(PSP/MPOETC -Assigned Affiant ID Number & Badge #)

of PA OFFICE OF ATTORNEY GENERAL

(Identify Department or Agency Represented and Political Subdivision)

0222400

(Police Agency ORI Number)

do hereby state: (check appropriate box)

1. I accuse the above named defendant who lives at the address set forth above
 I accuse the defendant whose name is unknown to me but who is described as _____

I accuse the defendant whose name and popular designation or nickname are unknown to me and whom I have therefore designated as John Doe or Jane Doe with violating the penal laws of the Commonwealth of Pennsylvania at [] (Subdivision Code) [] (Place/Political Subdivision)

In DAUPHIN County [] on or about _____
(County Code)



POLICE CRIMINAL COMPLAINT

Docket Number: CR-228-15	Date Filed: 07/14/2015	OTN/LiveScan Number T 676764-4	Complaint/Incident Number 43-1036-13
Defendant Name	First: STEPHEN	Middle: RUSSELL	Last: REED

- I ask that a warrant of arrest or a summons be issued and that the defendant be required to answer the charges I have made.
- I verify that the facts set forth in this complaint are true and correct to the best of my knowledge or information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 Pa.C.S. § 4904) relating to unsworn falsification to authorities.
- This complaint consists of the preceding page(s) numbered ___ through ___.

The acts committed by the accused, as listed and hereafter, were against the peace and dignity of the Commonwealth of Pennsylvania and were contrary to the Act(s) of the Assembly, or in violation of the statutes cited.
 (Before a warrant of arrest can be issued, an affidavit of probable cause must be completed, sworn to before the issuing authority, and attached.)

 (Date)

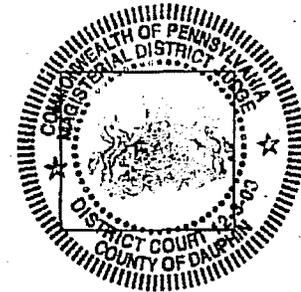

 (Signature of Affiant)

AND NOW, on this date July 14, 2015 I certify that the complaint has been properly completed and verified.

An affidavit of probable cause must be completed before a warrant can be issued.

12-3-03
 (Magisterial District Court Number)


 (Issuing Authority)





POLICE CRIMINAL COMPLAINT

Docket Number: CR-228-15	Date Filed: 07/14/2015	OTN/LiveScan Number T 676764-4	Complain/Incident Number 43-1036-13
Defendant Name	First: STEPHEN	Middle: RUSSELL	Last: REED

The acts committed by the accused are described below with each Act of Assembly or statute allegedly violated, if appropriate. When there is more than one offense, each offense should be numbered chronologically. (Set forth a brief summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) allegedly violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated. The age of the victim at the time of the offense may be included if known. In addition, social security numbers and financial information (e.g. PINs) should not be listed. If the identity of an account must be established, list only the last four digits. 204 PA.Code §§ 213.1 - 213.7.)

Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903
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<input type="checkbox"/>	04	3922	A (1)	of the	18 CSA	1	F-3		
Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code

PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone
------------------------------	-----------------	-------------------------------------	--------------------------------------	------------------------------------

Statute Description (include the name of statute or ordinance): Theft by Deception

Acts of the accused associated with this Offense: On or about diverse dates between June 2008 and December 2008, the defendant intentionally obtained or withheld property of the City of Harrisburg, by deception in an amount in excess of \$2,000.00 and less than \$100,000.00 with respect to invoices submitted for travel reimbursement.

Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903
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<input type="checkbox"/>	05	3922	A (1)	of the	18 CSA	1	F-2		
Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code

PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone
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Statute Description (include the name of statute or ordinance): Theft by Deception

Acts of the accused associated with this Offense: On or about diverse dates between 2004 and December 2008, the defendant intentionally obtained or withheld property of the City of Harrisburg by deception in an amount in excess of \$100,000.00 and less than \$500,000.00 with respect to expenses for the National Sports Hall of Fame Foundation.

Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903
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<input type="checkbox"/>	06	4701	A (1)	of the	18 CSA	7	F-3		
Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code

PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone
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Statute Description (include the name of statute or ordinance): Bribery in Official and Political Matters

Acts of the accused associated with this Offense: On or about diverse dates between October 1999 and December 31, 2003, the defendant offered, conferred or agreed to confer upon Richard House the position as "Director of Community Relations" for the Harrisburg Senators Baseball team as consideration for the decision, vote, recommendation or other exercise of official discretion by the recipient in a judicial, administrative or legislative proceeding. On or about diverse dates between 2003 and December 14, 2005, the defendant offered, conferred or agreed to confer upon (6) members of Harrisburg city council a benefit as consideration for their decision, vote, recommendation or other exercise of official discretion by the recipient in a judicial, administrative or legislative proceeding.



POLICE CRIMINAL COMPLAINT

Docket Number: CR-228-15	Date Filed: 07/14/2015	OTN/LiveScan Number T 676764-4	Complaint/Incident Number 43-1036-13
Defendant Name	First: STEPHEN	Middle: RUSSELL	Last: REED

The acts committed by the accused are described below with each Act of Assembly or statute allegedly violated, if appropriate. When there is more than one offense, each offense should be numbered chronologically. (Set forth a brief summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) allegedly violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated. The age of the victim at the time of the offense may be included if known. In addition, social security numbers and financial information (e.g. PINs) should not be listed. If the identity of an account must be established, list only the last four digits. 204 PA.Code §§ 213.1 - 213.7.)

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903
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<input type="checkbox"/>	07	4113	A	of the	18 CSA	158	M-2		
Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code

PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone
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Statute Description (include the name of statute or ordinance): Misapplication of Entrusted Property and Property of Government or Financial Institutions

Acts of the accused associated with this Offense: On or about January 2010, the defendant disposed of property of the government (see Attachments A, B and C), namely the City of Harrisburg, in a manner which he knows is unlawful and involves substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted.

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903
---	--	---	---

<input type="checkbox"/>	08	4910	A (1)	of the	18 CSA	1	M-2		
Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code

PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone
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Statute Description (include the name of statute or ordinance): Tampering with or Fabricating Physical Evidence

Acts of the accused associated with this Offense: On or about diverse dates in May 2015, the defendant believing that an official proceeding or investigation was pending or about to be instituted, he altered, destroyed, concealed or removed any record, document or thing with intent to impair its verity or availability in such proceeding or investigation by attempting to dispose of evidence by commercial sale at a retail establishment in Gettysburg.

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903
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<input type="checkbox"/>	09	4107	A (7)	of the	18 CSA	1	M-2		
Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code

PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone
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Statute Description (include the name of statute or ordinance): Deceptive Business Practices

Acts of the accused associated with this Offense: On or about September 2003, the defendant, in the course of business, made or induced others to rely on false or misleading written statements with respect to the closing costs of the Harrisburg School District 2003 debt offering for the purpose of promoting the sale of securities, or omitted information required by law to be disclosed in written documents related to securities.



POLICE CRIMINAL COMPLAINT

Docket Number: CR-228-15	Date Filed: 07/14/2015	OTN/LiveScan Number T 676764-4	Complaint/Incident Number 43-1036-13
Defendant Name	First: STEPHEN	Middle: RUSSELL	Last: REED

The acts committed by the accused are described below with each Act of Assembly or statute allegedly violated, if appropriate. When there is more than one offense, each offense should be numbered chronologically. (Set forth a brief summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) allegedly violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated. The age of the victim at the time of the offense may be included if known. In addition, social security numbers and financial information (e.g. PINs) should not be listed. If the identity of an account must be established, list only the last four digits. 204 PA.Code §§ 213.1 - 213.7.)

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input checked="" type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903					
<input type="checkbox"/>	10	902	of the 18 CSA	3	M-2			
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
<input type="checkbox"/>	10	902		18 CSA	3	M-2		
<input type="checkbox"/> PennDOT Data (if applicable)	Accident Number			<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone	
Statute Description (include the name of statute or ordinance): Criminal Solicitation								
Acts of the accused associated with this Offense: On or about August 17, 2004, the defendant, with the intent of promoting or facilitating its commission, he commanded, encouraged or requested another person to falsify a leave record for Richard Pickles. On or about August 3, 2005, the defendant, with the intent of promoting or facilitating its commission, he commanded, encouraged or requested another person to falsify a leave record for Richard Pickles. On or about February 12, 2007, the defendant, with the intent of promoting or facilitating its commission, he commanded, encouraged or requested another person to falsify a leave record for Richard Pickles.								

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903					
<input type="checkbox"/>	11	3925	of the 18 CSA	29	F-3			
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
<input type="checkbox"/>	11	3925		18 CSA	29	F-3		
<input type="checkbox"/> PennDOT Data (if applicable)	Accident Number			<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone	
Statute Description (include the name of statute or ordinance): Theft by Receiving Stolen Property								
Acts of the accused associated with this Offense: On or about diverse dates from April 2015 to June 2015, the defendant intentionally received, retained or disposed of movable property (see Attachment A) of the City of Harrisburg knowing that it had been stolen, or believing that it had probably been stolen.								

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903					
<input type="checkbox"/>	12	3925	of the 18 CSA	110	M-1			
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
<input type="checkbox"/>	12	3925		18 CSA	110	M-1		
<input type="checkbox"/> PennDOT Data (if applicable)	Accident Number			<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone	
Statute Description (include the name of statute or ordinance): Theft by Receiving Stolen Property								
Acts of the accused associated with this Offense: On or about diverse dates from April 2015 to June 2015, the defendant intentionally received, retained or disposed of movable property (see Attachment B) of the City of Harrisburg knowing that it had been stolen, or believing that it had probably been stolen.								



POLICE CRIMINAL COMPLAINT

Docket Number: CR-228-15	Date Filed: 07/14/2015	OTN/LiveScan Number T 676764-4	Complaint/Incident Number 43-1036-13
Defendant Name	First: STEPHEN	Middle: RUSSELL	Last: REED

The acts committed by the accused are described below with each Act of Assembly or statute allegedly violated, if appropriate. When there is more than one offense, each offense should be numbered chronologically. (Set forth a brief summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) allegedly violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated. The age of the victim at the time of the offense may be included if known. In addition, social security numbers and financial information (e.g. PINs) should not be listed. If the identity of an account must be established, list only the last four digits. 204 PA.Code §§ 213.1 - 213.7.)

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903					
<input type="checkbox"/> 13	3925	of the	18 CSA	20	F-2			
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
<input type="checkbox"/> PennDOT Data (if applicable)	Accident Number			<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone		
Statute Description (include the name of statute or ordinance): Theft by Receiving Stolen Property								
Acts of the accused associated with this Offense: On or about diverse dates from April 2015 to June 2015, the defendant intentionally received, retained or disposed of movable property (see Attachment C) of the City of Harrisburg knowing that it had been stolen, or believing that it had probably been stolen.								

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input checked="" type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903					
<input type="checkbox"/> 14	3926	of the	18 CSA	3	F-3			
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
<input type="checkbox"/> PennDOT Data (if applicable)	Accident Number			<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone		
Statute Description (include the name of statute or ordinance): Theft of Services								
Acts of the accused associated with this Offense: On or about May 10-17, 2004, the defendant who had control over the disposition of services of others to which he is not entitled, knowingly diverted the services of Richard Pickles to his own benefit or to the benefit of another not entitled thereto. On or about July 8-17, 2005, the defendant who had control over the disposition of services of others to which he is not entitled, knowingly diverted the services of Richard Pickles to his own benefit or to the benefit of another not entitled thereto. On or about November 29-December 13, 2006, the defendant who had control over the disposition of services of others to which he is not entitled, knowingly diverted the services of Richard Pickles to his own benefit or to the benefit of another not entitled thereto.								

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903					
<input type="checkbox"/> 15	3921	of the	18 CSA	29	F-3			
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
<input type="checkbox"/> PennDOT Data (if applicable)	Accident Number			<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone		
Statute Description (include the name of statute or ordinance): Theft by Unlawful Taking or Disposition								
Acts of the accused associated with this Offense: On or about January 2010, the defendant exercised unlawful control over movable property (see Attachment A) of the City of Harrisburg with the intent to deprive the city thereof.								



POLICE CRIMINAL COMPLAINT

Docket Number: CR-228-15	Date Filed: 07/14/2015	OTN/LiveScan Number T 676764-4	Complaint/Incident Number 43-1036-13
Defendant Name	First: STEPHEN	Middle: RUSSELL	Last: REED

The acts committed by the accused are described below with each Act of Assembly or statute allegedly violated, if appropriate. When there is more than one offense, each offense should be numbered chronologically. (Set forth a brief summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) allegedly violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated. The age of the victim at the time of the offense may be included if known. In addition, social security numbers and financial information (e.g. PINs) should not be listed. If the identity of an account must be established, list only the last four digits. 204 PA Code §§ 213.1 - 213.7.)

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903
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<input type="checkbox"/> 16	3921		of the	18 CSA	110	M-1		
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code

<input type="checkbox"/> PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone
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Statute Description (Include the name of statute or ordinance): Theft by Unlawful Taking or Disposition

Acts of the accused associated with this Offense: On or about January 2010, the defendant exercised unlawful control over movable property of the City of Harrisburg (see Attachment B) with the intent to deprive the city thereof.

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903
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<input type="checkbox"/> 17	3921		of the	18 CSA	20	F-2		
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code

<input type="checkbox"/> PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone
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Statute Description (Include the name of statute or ordinance): Theft by Unlawful Taking or Disposition

Acts of the accused associated with this Offense: On or about January 2010, the defendant exercised unlawful control over movable property of the City of Harrisburg (see Attachment C) with the intent to deprive the city thereof.

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903
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<input type="checkbox"/>			of the					
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code

<input type="checkbox"/> PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Interstate	<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone
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Statute Description (Include the name of statute or ordinance):

Acts of the accused associated with this Offense:



POLICE CRIMINAL COMPLAINT

Docket Number: CR-228-15	Date Filed: 07/14/2015	OTN/LiveScan Number T 676764-4	Complaint/Incident Number 43-1036-13
Defendant Name:	First: STEPHEN	Middle: RUSSELL	Last: REED

AFFIDAVIT of PROBABLE CAUSE

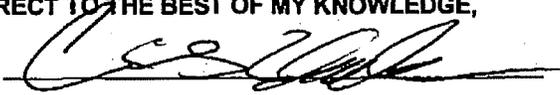
Your Affiant, Inspector Craig S. LeCadre, Pennsylvania Office of Attorney General (hereinafter: OAG), being duly sworn, deposes and says:

Your Affiant has been conducting an investigation of allegations of public corruption involving the City of Harrisburg and many of its ancillary governmental entities which includes but is not limited to The Harrisburg Authority, former owner of the Harrisburg Resource Recovery Facility (Incinerator). The OAG's investigation has utilized the 37th Statewide Investigative Grand Jury seated in Allegheny County under Presentment No. 21, same accepted by order of the Honorable Norman A. Krumencker, III, Supervising Judge. This Presentment, attached to this affidavit and incorporated herein by reference, recommends charges to be filed by the Attorney General or her designee, against the defendant, Stephen R. Reed. Additionally, there are three attachments to this affidavit which are referenced as "Attachments A,B and C", respectively.

Your Affiant has reviewed the above cited Presentment and having been present at all proceedings, finds that the factual findings described therein correspond to the OAG Investigative findings. Your Affiant has reviewed the sworn testimony given by the witnesses before the Grand Jury and finds that it is consistent with the information contained within the Presentment. Your Affiant has reviewed the evidence presented to the Grand Jury and finds that it comports with the results of the OAG investigative efforts and findings as to the allegations contained in this instant criminal complaint.

Your Affiant states that based upon the above facts, there is probable cause to believe that the defendant, Stephen R. Reed, committed the acts alleged therein, in violation of Pennsylvania law and respectfully requests the issuance of this warrant of arrest.

I, CRAIG S. LECADRE, BEING DULY SWORN ACCORDING TO THE LAW, DEPOSE AND SAY THAT THE FACTS SET FORTH IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.


(Signature of Affiant)

Sworn to me and subscribed before me this 14 day of July 2015

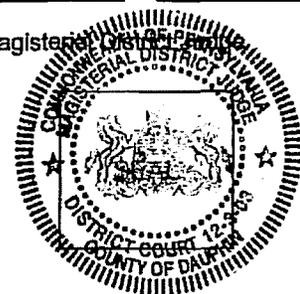
7/14/15 Date

Date



Magisterial District Judge

My commission expires first Monday of January, 2016



Attachment A

08/15/95	One 1876 Winchester action w/Elevator plate engraved Spangenberg Tombstone AZ	\$20,000.00	W	1995.315.1
08/18/01	Bronze (Cowboy on Bucking Bronco)	\$19,200.00	W	2001.87.3
4/10/95	Ford's Theatre Bill, Lincoln's Assassination night	\$14,900	NCWM	NCWM-00215
05/25/00	Spanish Armor	\$14,000.00	W	2001.23.1
1995	Single colt action id'd Marcelina Baca	\$12,000.00	W	1995.66.1
02/01/96	Set of 4 Stagecoach Harness	\$10,000.00	W	1996.14.2a-d
7/5/1995	"Lew Wallace Set"	\$8,500.00	NCWM	NCWM-00391
11/01/00	#10 Saloon; Deadwood, SD Items	\$7,500.00	W	2000.101.8
11/01/95	Anchor described and copy of certif. authenticity	\$7,050.00	W	1995.478.1
11/21/01	American Made Rev. War Cannon Ca. 1776 30" Unmarked Iron Cannon	\$6,500.00	COL	
08/01/01	Vampire Hunter's Set	\$6,500.00	MISC	
03/04/95	Tombstone Epitaph, June 15, 1880	\$4,900.00	WA	1995.62.7
03/30/02	Hanging Rope and Knife of S.F. Vigilante Committee	\$4,750.00	W	2003.38.9
09/20/99	1890's Large Gaming Wheel	\$4,000.00	W	2000.65.146
11/12/98	Morgan Earp Door Frame	\$3,500.00	W	1998.88.7
01/28/97	Geronimo by Mary E. Fly Tombstone, Arizona Terr 1903	\$3,500.00	WA	1997.51.1
10/01/96	Union Pacific Mounted Ranger Set (4 pcs)	\$3,000.00	W	1996.101.1a-d
08/26/02	Adobe Walls Knife With Letter Of Provenance	\$3,000.00	W	2002.213.18
08/27/99	Texas Star Gun-Knife Rig	\$3,000.00	W	2000.63.18
01/14/00	Pistol, Colt, Dug up relic	\$2,800.00	W	2000.15.4
05/05/00	Pharo Table, Portable	\$2,700.00	W	2000.29.4
02/01/96	All Metal Wells Fargo Express Box	\$2,500.00	W	1996.14.6
12/18/94	Sacramento Newspaper July-Dec 1881	\$2,500.00	WA	1994.8.18
11/03/98	Clum Razor & Mug	\$2,500.00	W	1998.89.8
05/05/00	Tombstone Tobias Set	\$2,500.00	W	2000.29.1
05/05/00	Knife, 7th Cav. Little Big Horn Relic	\$2,500.00	W	2000.60.12
11/01/97	Missouri Convict's letter	\$2,376.00	WA	1997.45.8
08/27/01	Wells Fargo Knife & Pistol (Smoot)	\$2,200.00	W	2001.70.2a,b
05/05/00	Cavalry Saddle Set	\$2,000.00	W	2000.39.2

11/01/00

Wells Fargo Scales

\$2,000.00

W

2000.101.10

Attachment B

08/11/98	Memoirs of S.P. Allen, 1870-80 under G. Crook 5th Calvary	\$1,900.00	WA	1998.44.17
08/27/01	Saloon #10 Spitoon & Chuck-a-Luck	\$1,800.00	W	2001.70.5a,b
09/24/99	Bowie Knife, 6th Cavalry	\$1,800.00	W	1999.50.2
07/27/06	Santiago Nicho	\$1,600.00	W	2006.26.2
08/08/95	Mexican Colonial Cross	\$1,500.00	W	1995.290.3
08/08/97	Crystal Palace liquor license	\$1,500.00	WA	1997.35.1
08/30/02	Ghost Dance Beaded Medicine Pouch & Circular w/Medicine Symbols	\$1,500.00	W	2002.221.13
08/12/95	Gun Stock War club	\$1,500.00	W	1995.516.31
08/12/95	Smith & Wesson Tip up w/bullets	\$1,500.00	W	1995.516.63
08/21/02	Cross Bow	\$1,450.00	W	2002.215.43
06/15/95	Colt Bisley Model 5-1/2 barrel 32-20 cal w/stag grips	\$1,400.00	W	1995.180.1
05/05/00	Photograph, 5th U.S. Infantry Ft. Keogh, MT Terr.	\$1,350.00	WA	2000.31.5
11/01/97	Hugh Beckwith Court Findings	\$1,327.00	WA	1997.45.6
11/01/97	William Rynerson letter	\$1,327.00	WA	1997.45.5
08/17/95	Cheyenne Indian bag	\$1,300.00	W	1995.308.17
09/01/97	Indian expedition letter	\$1,238.00	WA	1997.31.5
12/18/94	Sacramento Newspaper Jan-June 1882	\$1,200.00	WA	1994.8.15
12/22/94	Tombstone Epitaph (19th Century)	\$1,150.00	WA	1994.9.13a
03/21/02	Apache Holster & Matching Knife Sheath	\$1,100.00	W	2002.35.2a,b
09/01/97	election certificate	\$1,054.00	WA	1997.31.2
08/11/98	7th Calvary Marching Photo	\$1,050.00	WA	1998.44.5a
08/08/97	Stereoview of Clum & Indians	\$1,000.00	WA	1997.35.2
08/30/02	Arapaho Fully Beaded Sheath W/Knife (Scarce On Rawhide)	\$1,000.00	W	2002.221.17a,b
04/11/02	"Billy The Kid" Circulated Poster	\$1,000.00	WA	2002.70.1
11/03/97	Sioux Chief Lone Feather, Yellow Bull & Cloud, ca 1875 albumen	\$950.00	W	1997.47.1
11/03/97	Navajo Chief Manuelito & his Tribe, ca 1865 albumen	\$950.00	WA	1997.47.2
11/12/97	3 original photographs c1890 of Crow Indians	\$925.00	WA	1997.53.2a-c
05/05/00	Strong Box, Stage	\$900.00	W	2000.59.56
08/11/98	7th Calvary Photo	\$900.00	WA	1998.44.4a
unk	Confederate "bowie" marked "CSA" State of Georgia	\$900.00	NCWM	NCWM-00264
11/13/98	Buffalo Beaded Bag w/pipeknife	\$900.00	W	1998.87.2a,b

11/12/97	original photograph of outlaw Al Jennings c1915	\$875.00	WA	1997.53.4
07/27/06	Andirons (3239)	\$850.00	W	2006.24.1
09/24/99	Bear Head dress	\$850.00	W	1999.40.2
08/05/95	Smith & Wesson D/A 1st Model "Frontier" 44 cal. marked Wells Fargo	\$850.00	W	1995.546.9
02/13/95	Indian Buffalo Horn Rattle	\$800.00	W	1995.33.3
08/12/95	Badge US Ind police	\$800.00	W	1995.516.52
02/20/03	Murdo Police, S. Dakota Fully Beaded Ammo Pouch w/1890s 44-40 Pistol Ammo	\$800.00	W	2003.7.1
08/12/95	Apache Shoulder Bag w/knife	\$800.00	W	1995.516.46
09/04/95	Stetson Hat in box	\$750.00	W	1995.335.3
12/05/02	Genuine Porter Saddle	\$750.00	W	2003.2.1
05/02/95	photograph Indian Sky Ranch after Apache Attack, Randall, framed	\$750.00	WA	1995.144.130
10/02/98	1896 Indian Territory Bill Doolin Gang	\$700.00	WA	1998.48.5
05/05/00	Knife, Frontier	\$700.00	W	2000.29.17
11/16/97	Indian male w/revolver, albumen photo	\$650.00	WA	1997.42.3
02/22/02	Whorehouse Box W/Pinfire Revolver	\$650.00	W	2002.36.6
09/24/99	Green Chest (#200)	\$637.00	W	1999.34.5
05/05/00	Dice Drop with old Dice	\$625.00	W	2000.47.8
11/01/95	Pistol in Book	\$600.00	W	1995.475.17a,b
09/03/98	San Francisco Cased Dagger	\$600.00	W	1998.41.2a,b
10/07/02	Gambler's Gun	\$550.00	W	2002.168.1
08/11/98	Crow Foot, Sitting Bull's son, Barry photo	\$550.00	WA	1998.44.11
11/12/97	2 original photographs of Sioux Indians c1880	\$525.00	WA	1997.53.3a,b
08/08/97	1898 Al Jennings Signed check (Okla outlaw)	\$500.00	WA	1997.83.3
06/29/95	Sioux or Cheyenne War Trophy knife	\$500.00	W	1995.218.1
01/28/05	Original Photo Roswell, NM/Gen. Lee	\$484.16	W	2005.11.24
09/01/97	Momon polygamy letter	\$478.00	WA	1997.31.6
05/05/00	Photograph, Bill Dalton & Marshall Lidsey	\$450.00	WA	2000.44.4
08/20/01	Sombrero w/Silver Hat Band	\$450.00	W	2001.80.5
07/06/01	Bedu Mask - Gurunsi Tribe, Rep of Upper Volta	\$450.00	AFAM	City list

02/01/96	Wells Fargo Mail Bag	\$400.00	W	1996.14.5a,b
02/01/96	Wells Fargo Mail Bag	\$400.00	W	1996.14.5a,b
07/27/05	Rug, Two Grey Hills	\$400.00	W	2005.36.38
11/14/98	Platform scales w/weights	\$400.00	W	1998.94.30
10/01/95	Indian beaded holster for colt lightning pistol	\$400.00	W	1995.416.9
08/08/95	Possee photo	\$400.00	WA	1995.292.28
11/01/97	1865 Kansas Letter	\$397.00	WA	1997.45.4
09/20/99	Green Spittoon from Oriental Saloon in Tombstone	\$385.00	W	2000.65.138
08/11/98	Cody Fire Dept w/Bufalo Bill 1907	\$375.00	W	1998.44.9
05/02/95	photograph, Railroad track laying crew, Hienze photo, framed	\$375.00	WA	1995.144.78
11/01/97	Indian-Mining payroll	\$367.00	WA	1997.45.7
04/06/95	Newspaper, Daily Denver Times, July 19, 1881 "Billy The Kid"	\$365.00	WA	1995.97.2
08/21/02	Texas Fighting Knife	\$360.00	W	2002.172.20
10/03/06	Cowboy Bathtub	\$350.00	W	2006.47.8
05/05/00	Photograph, Lawman R. Ewing w/Body	\$350.00	WA	2000.44.15
11/16/97	Albumen 3 Apache women photo	\$325.00	WA	1997.42.1
11/16/97	Indian women w/child by Parker/photo	\$325.00	WA	1997.42.5
03/01/02	Copper Ladle	\$318.75	W	2002.43.2
01/15/03	Childs Bath Tub From Westcliff Ranch 36"	\$300.00	W	2003.43.20
03/01/02	Iron Bell	\$300.00	W	2002.53.20
08/15/97	Photo of Indian Burial Ground w/discount	\$300.00	WA	1997.85.1
05/05/00	Stereoview, T. Roosevelt on Horseback	\$300.00	WA	2000.44.18
09/08/01	Beaded Skull	\$300.00	W	2001.106.2
05/05/00	Photograph, Framed, Conway, Texas	\$300.00	WA	2000.59.37
05/02/95	photograph Ft. Grant, AZ framed	\$300.00	WA	1995.144.132
08/20/01	U.S. Whiskey Flask	\$295.00	W	2001.97.1
05/02/95	newspaper, Tombstone epitaph, (sm) framed	\$285.00	WA	1995.144.167
08/29/00	Hanging Lamp Glass Painted Shade	\$275.00	W	2000.111.86

08/11/98	Chief & Son, Barry photos & mat	\$275.00	WA	1998.44.10
08/05/95	Wells Fargo Corp. Stamp/Seal, prints Exp. San Fran, CA	\$275.00	W	1995.546.10
10/01/95	Geo. Mason	\$250.00	WA	1995.391.43
08/11/98	Sitting Bull Camp Ft. Randall stereo	\$250.00	WA	1998.44.14
08/25/02	Custer Postcard Series	\$250.00	WA	2002.230.10
11/01/97	Governor's Rifle Duel letter	\$227.00	WA	1997.45.3
11/16/97	Cabinet Card Apache Squaw	\$225.00	WA	1997.42.2
11/16/97	Two Indian men, no Photo I.D.	\$225.00	WA	1997.42.4
03/04/96	letter-Indian Fighter Geo. P. Buell Ft. Stanton 1881	\$225.00	WA	1996.28.2
11/01/97	US Commissioner's Complaint	\$217.00	WA	1997.45.2
11/01/97	Arizona Territory Court Document	\$217.00	WA	1997.45.1
08/19/01	19th Cent. Childs High Chair (Payson, AZ)	\$215.00	W	2001.78.10
07/27/06	Yarn Winder (2813)	\$200.00	W	2006.24.4
08/25/02	Ferrier Tool Box	\$200.00	W	2003.33.3
10/02/98	1884 Fort Stanton Broadside	\$200.00	WA	1998.48.9
05/05/00	Photograph, Central City	\$200.00	WA	2000.61.14c

Attachment C

02/22/02	Russian Miquelet	\$4,800.00	W	2002.36.1
06/01/95	Rifle, 1873 Winchester	\$450.00	W	1995.175.35
11/01/95	Indian Scout rifle in scabbard	\$2,450.00	W	1995.475.7a,b
06/29/95	1894 Winchester 38-55 made in 1898	\$1,000.00	W	1995.218.2
08/14/95	1884 Springfield (Indian)	\$5,000.00	W	1995.303.4
12/09/95	Winchester 94 Indian Gun	\$900.00	W	1995.512.6
07/11/95	Colt lightning 41 cal. w/holster	Lot	W	1995.243.4a,b
08/05/95	Smith & Wesson D/A 1st Model "Frontier" 44 cal. Marked Wells Fargo	\$850.00	W	1995.546.9
01/12/97	Gunfighter's Remington Pistol (David Rudabaugh)	\$1,600.00	W	1997.61.4a
08/05/95	Winchester 1873 carbine 44 cal. 20" bar. Marked Wells Fargo	\$1,700.00	W	1995.546.8
01/11/95	Remington Pistol w/Holster & belt	\$1,400.00	W	1994.20.3
06/27/00	Flintlock Pistol - Ojibway/Lakota Wars	\$1,250.00	W	2000.80.1
08/27/99	Meeker Massacre Rifle, Sharps (Relic)	Lot	W	2000.63.1a
08/10/95	Double Barrel Pin Fire	\$500.00	W	1995.294.6
02/26/02	Cheyenne Scabbard, w/ Musket	\$3,500.00	W	2002.139.24a,b
11/20/01	Robbers Shotgun & Case	\$1,500.00	W	2002.134.3
03/10/95	Sioux beaded bar, 1873 Winchester (silver inlaid) Apache scabbard, etc	\$4,000.00	W	1995.543.1a,b
03/27/97	Early 19th Cent Rifle & powder horn	\$1,275.00	W	1997.17.1a,b
09/04/95	Leman Indian trade rifle	\$4,500.00	W	1995.335.30
10/03/06	Rifle, Model 73 Winchester 44-40	\$2,800.00	W	2006.47.4