

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 08-
 :
 v. : 18 U.S.C. § 1952(a) and § 2
 :
 THOMAS SEIBEL : I N F O R M A T I O N

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

Use of Interstate Facilities to Distribute Proceeds of Bribery and Promote and Facilitate Bribery

1. At all times relevant to this Information:

a. Defendant THOMAS SEIBEL ("SEIBEL") was a housing inspector for the Township of Parsippany-Troy Hills ("PTH"). As a PTH Housing Inspector, SEIBEL was responsible for, among other things, enforcement of the Housing and Property Maintenance Code, and inspection of properties subject to housing code compliance. SEIBEL also had the authority to issue violations and, should such violations go uncorrected, summon violators to appear in court where fines could be imposed for the violations.

b. A cooperating witness ("the CW"), who resided in Pennsylvania, was employed as a general contractor and conducted several contracting projects in the PTH area.

2. From in or about July 2007 to in or about October 2007, in Morris County, in the District of New Jersey and elsewhere,

THOMAS SEIBEL knowingly and willfully did use and cause the use of the mail and telephone facilities in interstate commerce with the intent to (a) distribute the proceeds of an unlawful activity; and (b) promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity, namely bribery contrary to N.J. Stat. § 2C:27-2, and thereafter performed and attempted to perform an overt act. Specific instances of this conduct include, but are not limited to the following:

a. On occasions beginning in or about July 2007, SEIBEL spoke to the CW, who was present in Pennsylvania, on the telephone. During these conversations, SEIBEL agreed to refrain from exercising his official duties as a PTH Housing Inspector concerning some of the CW's contracting projects in exchange for corrupt payments. On or about July 17, 2007, SEIBEL met the CW at SEIBEL's residence in Parsippany, New Jersey. During this meeting, SEIBEL agreed to accept \$5,000 in exchange for exempting certain contracting projects that the CW was performing in PTH from regulation and inspection. SEIBEL further instructed the CW to mail the initial payment by check and to falsely classify the payment in the check memo section as "refund for kitchen cabinets." SEIBEL agreed to later accept a cash payment for the remaining balance of this corrupt payment.

b. On or about July 20, 2007, SEIBEL spoke to the CW on the telephone. During the conversation, SEIBEL agreed not to regulate or inspect the CW's contracting work on another project in PTH as part of the overall corrupt agreement. At the conclusion of the conversation, SEIBEL reiterated that their corrupt agreement exempted the CW's contracting project from SEIBEL's regulation and inspection, and further instructed the CW to conceal this corrupt arrangement.

c. On or about August 3, 2007, in accordance with SEIBEL's earlier instructions, the CW sent from Pennsylvania to SEIBEL in New Jersey a \$2,500 check via U.S. mail. SEIBEL received this check and deposited it into his bank account on or about August 10, 2007.

d. On or about August 8, 2007, as part of the corrupt arrangement, SEIBEL met the CW at SEIBEL's residence and accepted a cash payment of approximately \$2,500, the balance of the initial \$5,000 payment discussed in Paragraph 2(a).

In violation of Title 18, United States Code, Section 1952(a) and Section 2.

CHRISTOPHER J. CHRISTIE
United States Attorney