

**IN THE MATTER OF JOHN TSARSIS  
COIB CASE NO. 2008-624  
OCTOBER 17, 2008**

**SUMMARY:** The Board fined a former Plans examiner for the New York City Department of Buildings \$750 for, within one year after leaving DOB, sending an e-mail on behalf of his new employer to the Executive Director of Operations Redesign at DOB, seeking his guidance with a problem his new employer was having with the DOB website. The former Plans Examiner admitted that his conduct violated the City of New York's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating employment with the agency. *COIB v. Tsarsis*, COIB Case No. 2008-624 (2008).

**STIPULATION AND DISPOSITION:**

**WHEREAS**, the New York City Conflicts of Interest Board (the "Board") and Respondent John Tsarsis wish to resolve this matter on the following terms,

Respondent John Tsarsis states the following:

1. From September 2001 through September 26, 2007, I was employed by the New York City Department of Buildings ("DOB") as a Plans Examiner.

2. During that time, I was a public servant within the meaning of Chapter 68 of the City Charter ("Chapter 68").

3. My first post-employment year began on September 27, 2007, and will end on September 26, 2008.

4. After I resigned from DOB, I began working for Ismael Leyva Architects PC, as a Senior Architect, from October 2007 to April 2008. In April 2008, I began working for Milrose Consultants, Inc., where I presently work, as a Senior Projects & Code and Zoning Manager.

5. On July 16, 2008, I sent an e-mail from my Milrose e-mail account to the Executive Director of Operations Redesign at DOB, seeking his guidance with a problem that Milrose had been having with a computer generation issue with the DOB website. The Executive Director of Operations Redesign at DOB is responsible for, among other things, developing the new e-filing system to permit on-line applications for construction permits. I signed my e-mail with my Milrose title, business logo, and contact information.

6. Although I did not know it at the time, I now acknowledge that by contacting DOB on behalf of Milrose via e-mail within one year of my resignation from DOB, I violated Chapter 68, specifically City Charter § 2604(d)(2). City Charter §

2604(d)(2) states in relevant part that “[n]o former public servant shall, within a period of one year after termination of such person’s service with the city, appear before the city agency served by such public servant.” Under City Charter § 2601(4), “appear” includes communications via e-mail.

7. In recognition of the foregoing, I agree to pay a fine of Seven Hundred Fifty Dollars (\$750.00) to the Board upon signature of this Disposition, by money order or by cashier, bank, or certified check, made payable to the “New York City Conflicts of Interest Board.”

8. I agree that this Disposition is a public and final resolution of the charges against me. The Board agrees that, once this Disposition has been finalized and made public, the Board will send me a letter by mail stating that payment of the fine has been received and that the case has been closed.

9. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board or any members or employees thereof relating to or arising out of this Disposition or the matters recited therein.

10. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress, and after had the opportunity to be represented by an attorney of my choice and having declined that opportunity; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board; and that I fully understand all the terms of this Disposition.

11. Any material misstatement of the facts of this matter, including of the Disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

12. The Board accepts this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively states that other than as recited herein, no further action will be taken by the Board against Respondent based upon the facts and circumstances set forth herein, except that the Board shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

13. This Disposition shall not be effective until all parties have affixed their signatures below.

Dated: September 20, 2008

\_\_\_\_\_/s/\_\_\_\_\_  
John Tsarsis  
Respondent

Dated: October 17, 2008

\_\_\_\_\_/s/\_\_\_\_\_  
Steven B. Rosenfeld  
Chair  
NYC Conflicts of Interest Board