



State of Rhode Island and Providence Plantations

DEPARTMENT OF ATTORNEY GENERAL

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*Peter F. Kilmartin, Attorney General*

**VIA EMAIL ONLY**

July 21, 2014  
PR 14-17

Officer Graham B. MacCoy

**Re: Coventry Police IBPO Local 306 v. Town of Coventry**

Dear Officer MacCoy:

The investigation into your Access to Public Records Act (“APRA”) complaint filed on behalf of the Coventry Police IBPO Local 306 against the Town of Coventry (“Town”) is complete. By email correspondence dated April 22, 2014, you alleged the Town violated the APRA when it denied your March 26, 2014 request for “Chief Bryan Volpe’s contact [sic] with the Town of Coventry.”

On May 14, 2014, Mr. Frederick G. Tobin, Town Solicitor for the Town of Coventry, submitted a substantive response which included affidavits from Mr. Thomas R. Hoover, Chief Bryan Volpe, and himself. The Town states, in pertinent part:

“\*\*\* I am enclosing herewith three (3) Affidavits from Thomas R. Hoover, Coventry Town Manager, Chief Bryan Volpe and myself as Town Solicitor. All three (3) indicate that none of us ever viewed the document written by Dennis Skorski dated March 26, 2014. Since none of us saw it, we were unable to respond to it in any way. We did not deny the Complainant the information he sought in that letter. We did respond to the March 25, 2014 letter of Lt. Skorski, reserving the right not to disclose the actual contract of the Chief, but did provide information contained in his contract as requested by Mr. Skorski in said letter.” (Emphasis original).

**AFFIDAVIT OF BRYAN VOLPE**

“2. On March 25, 2014, I received an email from Cheryl Wilcox, Assistant to Thomas R. Hoover, Coventry Town Manager, together with a public records request dated March 25, 2014\*\*\*.

3. Said [public records email] requested a copy of my contract.

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4. After conferring with Frederick G. Tobin, Coventry Town Solicitor, I authorized Mr. Tobin to reply to said request by the IBPO Union President, Dennis Skorski.

5. He replied by letter dated April 2, 2014 \*\*\*.

6. On May 5, 2014, Mr. Tobin sent me an email of a Complaint against the Town of Coventry, with supporting documentation. Until May 5, 2014, I had never seen a letter from Mr. Skorski dated March 26, 2014 \*\*\*.

7. Mr. Tobin's response was to that letter dated March 25, 2014.

\*\*\*

10. I never refused to respond to [the March 26, 2014 request] since I never saw it until May 5, 2014.”

AFFIDAVIT OF THOMAS R. HOOVER

“2. I received a letter addressed to me dated March 25, 2014\*\*\*.

3. After conferring with Police Chief Bryan Volpe and Town Solicitor Frederick G. Tobin, the Town responded on April 2, 2014 to IBPO Local 306 President Dennis Skorski.\*\*\*

4. I was shown a letter allegedly mailed or delivered to me by President Skorski dated March 26, 2014\*\*\*. It was contained in a Complaint package against the Town by IBPO Local 306. I have never seen that letter until it was sent to me by Town Solicitor Tobin on May 4, 2014.

5. I did not fail or refuse to respond to said March 26, 2014 letter, since I never saw it before this week.”

AFFIDAVIT OF FREDERICK G. TOBIN

“4. On May 2, 2014 I was emailed a Complaint by Off. Graham MacCoy. In that Complaint a letter dated March 26, 2014 allegedly by Dennis Skorski to Thomas R. Hoover, Coventry Town Manager, was included.

5. Until I received that email I never set eyes on the March 26, 2014 Public Records Request. \*\*\*”

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On May 19, 2014 you submitted a rebuttal. You state, in pertinent part:

“\*\*\* There had been a mix up in the documents. One document was dated ‘March 25, 2014’ \*\*\* and the other ‘March 26, 2014’\*\*\*. As stated in the Town’s response [the March 25, 2014 request] is the document that President Dennis Skorski had originally sent to the Town. \*\*\*”

At the outset, we note that in examining whether a violation of the APRA has occurred, we are mindful that our mandate is not to substitute this Department’s independent judgment concerning whether an infraction has occurred, but instead, to interpret and enforce the APRA as the General Assembly has written this law and as the Rhode Island Supreme Court has interpreted its provisions. Furthermore, our statutory mandate is limited to determining whether the Town violated the APRA. See R.I. Gen. Laws § 38-2-8. In other words, we do not write on a blank slate.

In your April 22, 2014 complaint, you state, in pertinent part: “[o]n 3/26/14 Union President Dennis Skorski of Coventry Police IBPO Local 306 made a public records request for Chief Bryan Volpe’s contact [sic] with the Town of Coventry. \*\*\* On 4/2/14 President Skorski received a letter back from Town Solicitor, Fredrick [sic] Tobin denying the Union and President Skorski access to Chief Volpe’s contract which is a public record.” (Emphasis added). Along with your complaint, you attached a copy of a public records request dated March 26, 2014. That request, which was received by the Town for the first time on May 2, 2014, states:

“We are requesting a copy of Chief Volpe [sic] current pay and entitlements to include, base pay, longevity, holiday pay, clothing allowance, and any and all bonuses or sources of pay. We are also requesting what dollar amount he may pay for his health coverage and what entitlement he has post retirement for his pension and health care. \*\*\*”

Your March 25, 2014 APRA request, which was received by the Town states, in pertinent part:

“We are requesting a copy of Chief Volpe [sic] current contract in regards to post retirement benefits. We are specifically looking for language that covers health care and pension benefits after retirement. \*\*\*”<sup>1</sup>

While it appears that the allegations raised in your complaint – that you were denied access to Chief Volpe’s contract – pertain to your March 25, 2014 APRA request, you directed this Department to investigate, and the Town to properly respond to, the March 26, 2014 APRA

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<sup>1</sup> On April 2, 2014, the Town provided you with Chief Volpe’s pension records, including retirement credits purchased and the ability to purchase such credits. Then, on April 4, 2014, Chief Volpe provided you with “information of pay and benefits of officers in the department,” which included Chief Volpe’s base pay, longevity, holiday pay, clothing allowance, bonuses and other sources of pay, health coverage information, and other information. See Exhibit D attached to Chief Volpe’s Affidavit.

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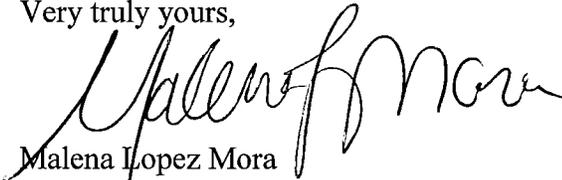
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request.<sup>2</sup> The evidence presented establishes that the Town responded to your March 25, 2014 APRA request and you make no complaint regarding the Town's response. The evidence is also undisputed that the subject of the instant complaint- your March 26, 2014 APRA request- was never sent to the Town. Since you make no complaint relating to the March 25, 2014 APRA request, and since the evidence shows that the March 26, 2014 APRA request was never filed with the Town, we find that the Town did not violate the APRA when it did not respond to your March 26, 2014 APRA request.

Although the Attorney General has found no violation and will not file suit in this matter, nothing within the APRA prohibits an individual or entity from obtaining legal counsel for the purpose of instituting injunctive or declaratory relief in Superior Court. See R.I. Gen. Laws § 38-2-8(b). Please be advised that we are closing this file as of the date of this letter.

We thank you for your interest in keeping government open and accountable to the public.

Very truly yours,



Malena Lopez Mora  
Special Assistant Attorney General  
Extension 2307

MLM/pl

Cc: Frederick G. Tobin

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<sup>2</sup> In your May 19, 2014 rebuttal you state “[w]ith the confusion, does local 306 need to file a new complaint with the AG’s office or will this be sufficient?” On or about May 20, 2014, this Department informed you that you could withdraw the complaint, file a new complaint, or leave the complaint as is and that this Department would issue a finding based on the evidence before us. We received no direction or response from you, and accordingly, issue this finding based upon the evidence presented.