



## L'Italien Investigative Services

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Subject: Independent Investigation  
Boxborough Police Department  
Chief of Police, **Warren Ryder**

### **Executive summary:**

On Friday, July 29, 2022, I spoke by phone with Attorney Joseph Fair (KP Law) regarding a matter involving the Town of Boxborough. There had been various allegations made against Chief of Police, Warren Ryder and other members of the police department. On Friday, August 19, 2022, I was informed by Attorney Fair that the Boxborough Select Board had approved the hiring of an outside investigator. On that date, Attorney Fair forwarded me a thirteen (13) page memorandum entitled "Allegations against the Boxborough Police Department". The four (4) main allegations against Chief Ryder were;

- (1): 111F – Alleged injury
- (2): AR15 Sale
- (3): Emergency Operations Center / COVID Command Center
- (4): Education incentive payments

During the investigation I learned that these allegations had been referred to or reviewed by law enforcement agencies including the FBI, District Attorney's Office, Attorney General's Office and the Inspector General's Office. It was agreed and understood that my investigation would be **administrative in nature**. I would seek to determine if there had been any violations of Boxborough Police Department or Town of Boxborough policies, procedures, rules, regulations or by-laws. I would also seek to determine if Chief of Police Ryder had violated the terms of his contract with the Town.

**Persons interviewed during the investigation:**

The following persons were interviewed as part of the investigation;

- **Andrea Veros** (former Administrative Assistant at the police department), in person and there were various phone calls to follow up on information.
- Sergeant **Robert Bielecki** in person and then by phone to follow up.
- Officer **Tyler Forbes** (McElman) – by phone
- Fire Chief **Paul Fillebrown**
- Interim Chief of Police, **James DiGianvittorio**
- Interim Town Administrator **Carter Terenzini**
- Retired Lieutenant **Warren O'Brien**
- **Jennifer Barrett** (Former Town Accountant) – by phone
- **Ryan Ferrara** (Former Town Administrator) – by phone
- **Maria Neyland** (Former Select Board member)
- Interim Chief of Police, **John Jszewczyk**
- Detective **Steven Patriarca**
- Sergeant **Brett Pelley**
- Sergeant **Nathan Bowolick**
- Chief of Police, **Warren Ryder**

**Summation of investigative findings:**

After a careful review of all available information that was provided to me during the investigation and having interviewed Andrea Veros as well as other witnesses and Boxborough police officers, I submit the following summations for each allegation;

**Allegation #1:** *During the month of May 2021, Chief Warren Ryder placed himself on 111F status yet continued to work in his capacity as Chief of Police;*

During the investigation I received and reviewed an e-mail thread between Chief Ryder and former TA Ryan Ferrara between the dates of May 13, 2021 and May 19, 2021 (See Exhibit #7). This e-mail thread verifies that Chief Ryder informed TA Ferrara of the injury, kept him apprised of his prognosis and informed him he would continue to oversee the police department while on 111F.

During the investigation I interviewed former TA Ferrara. Mr. Ferrara verified that Chief Ryder informed him of his injury and that the required paperwork was completed

to place Chief Ryder on 111F status. TA Ferrara also verified that Chief Ryder was approved to oversee the operation of the department while on 111F status. During his interview, Chief Ryder stated that he did **not** work full time while on 111F status and that the majority of his work was done remotely and that he kept in touch with his command staff and the Town Administrator to ensure the department continued to operate efficiently while he was on 111F.

There was an additional allegation (or rumor) that Chief Ryder worked a paid detail at Gillette Stadium while on 111F. Chief Ryder denied he worked a detail while on 111F. Interim Town Administrator Terenzini, in his investigation into this allegation, was **not** able to find any documentation that would verify this allegation.

**Allegation #2:** *Chief Ryder authorized the sale of four (4) AR-15 patrol rifles from the Boxborough Police Department to a former police officer (Robert Fagundes), who then allegedly sold them on-line and gave a “kick back” to Chief Ryder.*

During the investigation I could find no documentation to confirm this allegation. There is a purchase order #116-FY18-1 (part of Exhibit #13) which shows the purchase of four (4) AR-15 (11.5”) from Minuteman Armory of Templeton. Robert Fagundes is listed as the “Armorer” on the “ship to” line and the address where the items were delivered was the physical address of the police department (520 Massachusetts Avenue, Boxborough, MA 01719).

During his interview, Chief Ryder explained that Fagundes received these items at the police station in his capacity as the department armorer. Chief Ryder denied there was a sale involving AR-15 patrol rifles to Robert Fagundes or that he (Ryder) received any type of “kick back” when Fagundes allegedly sold the AR-15 rifles.

During the investigation, I reviewed a Boxborough Police Department firearms inventory list which was dated February 21, 2021. The inventory lists four (4) AR-15 11.5” from Minuteman Armory with an “issued date” of November 27, 2017. It is important to note that the purchase order (116-FY-18-1) does **not** have an authentic date listed on it but rather the date of October 11, 2022 which is the date I received the document. The November 27, 2017 date on the inventory list is within the timeframe of FY18 which is the fiscal year of the purchase order.

Finally, it is important to note that there are five (5) weapons listed on the February 21, 2021 inventory (Part of Exhibit #13) that at one time were issued to Robert Fagundes. They are as follows;

- Glock 42, .380 (Inv. #ABEZ989), “Returned”
- Glock 17, 9 mm luger (Inv. #BACM805), “Returned”

- Glock 17, .9 mm luger, (Inv. BDTF718), “Returned”
- Glock 19, 9 mm luger (Inv. BETM333), “Purchased”
- AR-15 11.5” (Inv. FHO123), Returned

During his interview, Chief Ryder confirmed that Robert Fagundes did purchase the Glock 19 (Inv. BETM333) when he left the department to join the MA State Police in February 2020. As shown within the documents of Exhibit #13 there was a personal check from Fagundes, a deposit to Treasurer memorandum and Criminal History Systems Board documentation showing the transfer of ownership to Fagundes. The purchase price was consistent with “good business practices” according to Chief Ryder.

As it relates to MGL Ch. 30B, Chief Ryder stated in his interview that he was not familiar with the requirements of this law as he had not received any training in the law. He reasoned that the value of the weapon was far below the \$10,000 amount listed in the Town by-law (Article 2.3), but he did acknowledge that he did **not** notify the Select Board as required in the by-law.

**Allegation #3:** *This allegation was regarding “rumors” that officers assigned to the COVID Operations Center (EOC) at the Hyatt Regency were paid overtime hours they did not work. There were other “rumors” including:*

- Rental cars being used for excessive personal business
- Officers consuming alcohol while on duty at the EOC
- “Special packages” being delivered to the EOC by an on-duty officer
- An officer was “turkey hunting” in the wooded area near the Hyatt during on-duty hours
- A reserve fund transfer for the police department occurred on July 13, 2020 and there was no explanation for the large amount of overtime expended

During the investigation I met with Fire Chief Paul Fillebrown who was the Incident Commander at the EOC in his role as the Emergency Management Director. Chief Fillebrown provided a thorough overview of how the EOC was initially set up and the tasks and duties that were accomplished there during the COVID quarantine. Chief Fillebrown was adamant that the police officers assigned to the EOC were present during their work shifts and each provided a key role in the success of the services provided to the town and surrounding communities during COVID.

Chief Fillebrown acknowledged that there was “beer” consumed during off-duty hours by members assigned to the EOC, but was adamant that nobody consumed alcohol while on duty at the EOC. As to the “rumor” that Officer McElman was “turkey hunting” during duty hours, Chief Fillebrown stated that McElman was busy in his role at liaison to the COA and was never late arriving to a work shift.

During his interview, Sergeant Bielecki stated that he delivered alcohol to the EOC while he was on duty. During his interview, Chief Ryder denied any knowledge of this occurring.

During his interview, Chief Ryder acknowledged that the department had rented cars that were used by officers assigned to the EOC. He explained that this was done to maintain social distancing and to avoid any cross contamination of COVID. He denied any knowledge of excessive personal use of the rental cars by the officers who were assigned to the rental cars.

Chief Ryder agreed that there was overtime expended for COVID, but denied that any police officer was paid for overtime hours that they didn't work. (**Note:** Within the available payroll documentation that I received and reviewed during the investigation there is nothing showing that any officer was paid excessive hours of overtime during weekends. If there is existing documentation to show this, it was **not** provided to me during the course of the investigation).

With regards to the transfer of reserve funds to the police account, Chief Ryder could not say with certainty the amount of money that was transferred in July 2020 to cover the costs associated with COVID. He explained that transfers have occurred on many occasions during his career.

#### **Allegation #4: *Education incentive payments***

It is understood that the four (4) officers (Pelley, Bowolick, Patriarca, Bressi) involved in the overpayment of educational incentive have reimbursed the town for the monies they received from July 2020 to December 2020. In my interviews with Detective Steven Patriarca and Sergeant Nathan Bowolick I found their explanations reasonable with regards to how they did not notice a pay increase of 5% for a period of six months. They both adamantly denied that they knowingly received the extra payments or that Chief Ryder allowed them to receive the money as they worked toward their degrees. (**Note:** Officer Max Bressi is currently on 111F status and has not been interviewed. The decision to not interview Officer Bressi was made by Town Administrator Michael Johns so as to not delay the completion of the investigation).

With respect to Sergeant Brett Pelley, it could be argued that he knew or should have known that he was being overpaid for not only the time period of July 2020 to December 2020, but for the entire FY20 period (July 2019 to June 2020). During his interview, Sergeant Pelley explained that he's been employed by the Boxborough Police Department since 1996. Sergeant Pelley continued that he is currently, *"the administrative sergeant, public records access officer, a federally certified commercial motor vehicle inspector, and as well as an accident reconstructionist"*.

During his interview, I asked his hourly wage and he claimed he didn't know. I showed him documentation which illustrates his hourly wage and he maintained his position that he didn't know his hourly wage. I showed him budget documentation showing his education incentive for both FY20 and FY21 (20%) and he stated *"just because it has a number on that in the budget doesn't mean that's what I'm getting on my paycheck"*. We reviewed the CBA wage scale and I showed him that he was entitled to \$35.07 (plus 10% for an Associate's degree) during FY20 but he was being paid \$42.09 (20% increase) and he replied *"I don't know, to be honest with you, I have no idea"*. I explained that he would have realized an additional \$8,000 dollars in base pay based on the added 10% and he claimed he didn't know he was overpaid. Even after comparing his pay stubs from March 13, 2019 and August 14, 2019, he insisted he didn't know his hourly wage adding that he doesn't look at his pay stubs.

I find it implausible that Sergeant Brett Pelley could be overpaid 10% for a period of eighteen (18) months and not be aware of the pay increase. His position that he is **not** aware of his hourly wage I also find implausible based on the following;

- Each week, all members of the Boxborough Police Department complete and sign (by long hand) a paysheet documenting their hours of work. Each paysheet has the officer's name, identification number, signature line, rank and pay step and the **hourly wage** listed on the pay sheet.
- During the investigation, I received and reviewed available pay sheets filled out (long hand) **and signed** by Sergeant Brett Pelley during FY20. Each available paysheet that he signed has \$42.09 listed as his hourly rate.
- The CBA illustrates within the wages article (Article 12), the hourly rate for each officer based on their rank and step. Sergeant Step #3 illustrates an hourly rate of \$35.07 (before education incentive) during FY20.
- The pay stubs which officers have access to each pay period illustrates their hourly wage (including education incentive).
- The Boxborough Police Department posts the pay records for each officer. The postings are placed on a board in a hallway between the dispatch area and the Chief's office and every member can view the amount of pay each officer received during the most recent pay period.

Chief Ryder's position on the overpayment of education incentives is that he first learned of the overpayments when Sergeant Bowolick provided him with his education verification on December 23, 2020. During his interview, I outlined to him what I had learned from Andrea Veros, Sergeant Robert Bielecki and Lieutenant Warren O'Brien. I informed him that Veros brought to Bielecki's attention circa June 2020 that there were errors with hourly wages based on unearned education incentives. Bielecki brought this to the attention of Lieutenant O'Brien who then had a face-to-face meeting with Chief Ryder about this matter.

During his interview, Chief Ryder stated that he has no “*recollection*” of a meeting with Lieutenant O’Brien (circa June 2020) about this matter. He took the position that Andrea Veros “*changed pay rates which was an apparent act of sabotage*”, that Sergeant Bielecki has “*some axes to grind*” and that Lieutenant O’Brien is “*very credible, but his memory might not be what it should be*”.

**Note:** It is imperative to note that Andrea Veros stated during her interview that she informed Sergeant Bielecki circa June 2020 about the erroneous hourly wages. Bielecki verified this occurred and provided me with copies of text messages he sent to himself (see Exhibit #6) documenting that he had spoken to Lieutenant O’Brien. Lieutenant O’Brien then verified to me that he had met with Chief Ryder and informed him of this matter (circa June 2020).

Chief Ryder continued that it was Veros’ responsibility, working with the Town Accountant to verify the hourly wages for each officer (including education incentives) and enter them into the pay system each fiscal year. During her interview, Ms. Veros stated “*I would get the Chief’s final say even if I checked with the Town Accountant, I would confirm with him before I put those rates of pay into the system and he would tell me those are the correct rates of pay, put them in*”. (See page 7 of Veros1). As outlined above, the e-mails between Chief Ryder and (then) Town Accountant Jennifer Barrett contradict Chief Ryder’s contention that it was Veros alone who worked with Ms. Barrett on the budget.

During his interview, I outlined to Chief Ryder the available documentation (CBA, pay sheets, pay stubs) which show an officer’s hourly wage. I asked how Sergeant Pelley could have been overpaid without being aware of the overpayment and he answered “*So you’re asking me how he missed it? You have to ask him that question*”.

During his interview, Chief Ryder adamantly denied that he allowed Pelley, Bowolick, Patriarca and Bressi to receive unearned educational incentive pay. Regardless, it could be argued that Chief Ryder ***should have known*** of the payroll discrepancies as they were occurring, as it’s ultimately his responsibility to ensure the payroll is accurate and correct.

A copy of the CBA (Article 12- Wages), Sergeant Pelley’s pay stubs from March 13, 2019 and August 14, 2019 as well as Pelley’s available signed pay sheets for FY20 which show his hourly wage of \$42.09 are attached hereto as **EXHIBIT #17**.

**Allegation #5:** *Sergeant Bielecki alleges retaliation by Chief Ryder for speaking to the FBI.*

The Town received a letter from the Law Office of James W. Simpson, Jr. P.C. on January 24, 2022. Interim Town Manager Carter Terenzini wrote a report on this allegation and the report is attached as **EXHIBIT #18**.

During my interview with Chief Ryder, he stated he turned off Sergeant Bielecki's department cell phone and his access to DTS as a cost savings measure. He had been directed to make budget cuts and had also turned off modems in spare cruisers. He also explained that he had spoken to Bielecki and explained that there were cost savings measures being implemented and that was the reason for the cell phone and DTS access being turned off.

With regards to Sergeant Bielecki's access to the police department, Chief Ryder stated that he had been placed on administrative leave on January 4, 2022 and was not aware of Sergeant Bielecki being unable to access the building prior to that date.

Interim Chief John Jszewczyk, at my request had made contact with the DTS vendor to determine if in fact access to DTS was at a "per user cost" as explained by Chief Ryder. Chief Jszewczyk informed me he had spoken to Michael Williams of DTS and learned that the Boxborough Police Department is paying \$3600 annually for the use of DTS. This fee covers the cost of thirty (30) users. If the number of users to DTS goes beyond thirty (30) there would be a fee of \$120 per year, per added user. Chief Jszewczyk also learned from DTS there are currently twenty-four (24) users to the DTS system. This includes 13 full-time police officers, 4 part-time police officers, 5 full-time dispatchers, 1 part-time dispatcher and 1 animal control officer.

On Wednesday, January 25, 2023, I spoke by phone with Sergeant Robert Bielecki. The purpose of this call was to verify (or refute) information provided by Chief Ryder during his interview. Sergeant Bielecki acknowledged he had a phone conversation with Chief Ryder regarding his cell phone and access to DTS. He referred to his notes and stated that he spoke to Chief Ryder on December 28, 2021, at 9:37 AM. During the conversation, Chief Ryder told him he's "*under the gun, they're watching everything I'm doing*" (referring to budgetary constraints). Bielecki stated that he explained his need for the use of the department cell phone and access to DTS and that Ryder informed him he would be turning off the phone and his access to DTS.

Sergeant Bielecki stated that he first became aware he had been shut out of DTS on December 13, 2021. He had spoken to the FBI on December 10, 2021 and had a scheduled meeting with them on December 15, 2021. The purpose of the meeting was to access DTS and show the FBI information regarding the allegations being investigated. He stated he informed Officer McElman (who was still employed by the Boxborough Police Department) of the upcoming FBI meeting. It was following his conversation with McElman that his access to DTS was turned off.

Sergeant Bielecki stated that he first learned that his key access to the building did not work on January 8, 2022. While on 111F there were previous occasions when he went to the police station and was able to enter with his key access. On January 8, 2022, he had to enter through the public access entry at the front of the building.

On Monday, February 6, 2023 at 8:00 PM, I spoke by phone with Interim Chief Jszewczyk. Chief Jszewczyk, at my request, had researched the access software to



the police department in an effort to determine when Sergeant Bielecki's access to the police station had been turned off and by whom. Chief Jszewczyk explained that the vendor for the door access software had visited the police station on two occasions and were unable to access the software to determine this information. The product name for the door access software is *Avigilon* and the vendor who Chief Jszewczyk has been working with is Valley Communications.

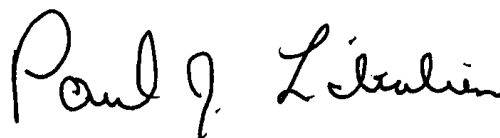
**Allegation #6:** *E-mail dated February 10, 2010 (Part of Exhibit #14)*

Andrea Veros has maintained that she received this e-mail from Chief Ryder (then sergeant) and that she printed out a hard copy and saved it shortly after she received it. During her interview Ms. Veros provided an overview of the content of the e-mail and described a relationship between (then) Sergeant Ryder and a civilian dispatcher. She insisted that she was put in the middle of an uncomfortable situation because (then) Sergeant Ryder was married and the female dispatcher was engaged to be married.

Ms. Veros stated that she provided this e-mail to show that during earlier years she and Chief Ryder were close friends and had a very good working relationship. She acknowledged that their working relationship soured as the years went by, but she was adamant that the e-mail and its content are authentic.

During his interview, Chief Ryder was steadfast in his denial that he wrote the e-mail. I asked about the topics mentioned in the e-mail and he would not comment directly and continued to insist that he did not write the e-mail. He acknowledged that [REDACTED] is his personal e-mail account. I asked if anyone wrote the e-mail on his behalf and he answered "no".

Respectfully Submitted,



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