

**APPROVED**  
**SPECIAL MEETING**  
**Wethersfield Town Council**  
Tuesday, June 15, 2021  
7:00 p.m.  
Town Hall Council Chambers  
505 Silas Deane Highway, Wethersfield, Connecticut

**Members Present:** Councilors Biggs, Flanigan, Forrest, O'Connor, Pelletier, Deputy Mayor Mazzarella and Mayor Michael L. Rell.

**Absent:** Councilor Hill

**Recused:** Councilor Pentalow

**Also Present:** James Cetran, Chief of Police; Kenneth R. Slater, Jr., Esq., Town Attorney; Rachel M. Baird, Esq.; Ken Plumb, Esq., Labor Attorney; Gary A. Evans, Town Manager and Susan I. Schroeder, Town Clerk.

Mayor Rell stated the purpose of this Special Meeting is to hold a hearing regarding the recommended dismissal of Chief James Cetran as required by Connecticut General Statutes, Section 7-278. This meeting is open to the public but is not a public hearing. For those either watching or possibly listening in, this meeting can be viewed on Cox Channel 16, Frontier 6101, Town of Wethersfield Facebook page and our Government Access YouTube Channel. He turned the meeting over to Town Counsel, Kenneth R. Slater, Jr., Esq. from Halloran and Sage representing the Town Council.

Attorney Ken Slater representing the Town Council stated the reason they were here is because the Chief of Police, generally rank and file police are subject to union contracts in order to provide a level of protection against things like political grounds for removing a police chief at will. There is a General Statute 7-278 which is the foundation of which this proceeding is going on which will be exhibit one that provides a Chief of Police cannot be discharged unless there is a hearing held in which he or she is entitled to have an opportunity to present evidence regarding whether or not there is enough evidence for just cause to discharge. In this case, the Town Manager, Gary Evans, has authority under the Charter to hire and fire officers in the town. The Charter which he will enter as a second exhibit has an article related to procedures that might exist for the discharge of employees and in that article is a section that recognizes parties that are entitled to any statutory protections that they might have. So, under the Charter, the Town Manager has the authority to discharge with the approval of the Council. The State statute provides that the final decision maker has to give a hearing. In this case, on June 9, 2021 Gary Evans issued a notice of intent to dismiss the Chief of Police and his grounds are laid out in that notice which he is entering as the third exhibit that's being presented. The Council is put into the position of making the decision of whether, in fact, there is just cause to discharge the Chief. The procedure, in advance of this hearing, he shared with both counsel for Chief Cetran, Rachel Baird, as well as counsel for Town Manager Evans, what he expects the procedure to be. It is the Council's procedure and it is his recommendation for procedure but it is the right of the Council to set the parameters of the way the procedure will go. During the course of the proceeding, the Mayor will be the parliamentarian and will make rulings on evidentiary rulings which would be subject to appeal if there was a disagreement of the members of the council with his ruling but otherwise he would be the ruling. Here are the procedures that he laid out for both counsels. They state that Mayor Rell will serve a parliamentary chair and will rule on points of order, including evidentiary objections. Formal rules of evidence will not strictly apply but will

provide guidance regarding evidentiary questions. Brief opening statements made by both attorneys if they wish, Town Manager would then be afforded the opportunity to present witnesses and evidence in support of his decision that Chief Cetran should be dismissed. Chief Cetran's attorney will be entitled to cross examine the Town Manager's witnesses. After the Town Manager rests, Chief Cetran will be afforded the opportunity to present any witnesses and evidence. The Chair will rule on the relevancy of evidence including any expert testimony and Attorney Plumb will be entitled to cross examine Chief Cetran's witnesses. Brief closing arguments would then be made and then the Council could opt to do a recess. There could be a caucus by each party on the Council but ultimately the final deliberations on the decision would be on the open record. The question of just cause because what the statute provides for is that "no act of head of any police department of any town, city or borough shall be dismissed unless there is a showing of just cause by the authority having the power of dismissal and such person has been given notice in writing of the specific grounds for such dismissal and an opportunity to be heard in his own defense, personally or by counsel, at a public hearing before such authority. Such public hearing unless otherwise specified by Charter shall be held not less than five, nor more than ten days after such notice. Any person so dismissed may appeal within thirty days following such dismissal to the Superior Court for the Judicial District in the town, city or borough it is located. Service shall be made as in civil process. Said Court shall review the record of such hearing, and, if it appears upon the hearing upon the appeal that testimony is necessary for a report to the court the same an equitable disposition of the appeal, it may take evidence or appoint a referee or a committee to take such evidence as it directs and report the same to the court with his or its finds of fact, which report shall constitute a party of the proceedings upon which the determination of the court shall be made. The court, upon such appeal, and after a hearing thereon, may affirm the action of such authority, or may set the same aside if it finds that such authority acted illegally or arbitrarily, or in the abuse of its discretion, with bad faith, malice or without just cause." Turning briefly to just cause, that term is not specifically defined. It is often used but it is not specifically defined and when it is discussed by the courts, it says that "Connecticut courts have held that it simply means that an employer is forbidden to act arbitrarily or capriciously; or in other words, an employer who wishes to terminate an employee for cause must do nothing more rigorous than substantiate a proper reason for dismissal. Gaudio v. Griffin Health Services Corp. 249 Conn. 523, 539 (1999)." Another case, "just cause implies a reasonable ground for removal as distinguished from a frivolous or incompetent ground Casella v. Civil Service Commission of New Britain, 202 Conn. 28, 37 (1987)." There are a whole host of cases that are cited. Where he is reading from is something that is contained in public records related to discharge of chiefs of police. In another Supreme Court case, "the court explained that the "cause" must be one which specifically relates to and affects the administration of the office, and must be restricted to something of a substantial nature directly affecting the rights and interest of the public. The sufficiency of cause is for the commission to decide, but the question of whether the cause assigned constitutes grounds for removal, as a matter of law, is a question for the judiciary. Casella, supra, at 37; Molino, supra, at 375." That is the basic perimeters under which the hearing will be held, at least that is his recommendation. If there weren't any questions then he would mark the three documents into evidence and they could proceed.

Councilor Pentalow commented that he didn't think that there is anyone in this town who supports this Police Department, the public safety professionals and the work that they do in Wethersfield, more than he does. He added that he does find it unfortunate that they find themselves in this position today and as much as he feels that it is his duty, as an elected member of this council to participate in these proceedings; he feels his presence may be inappropriate due to his personal relationship with the parties involved. Therefore, he will have to recuse himself from these proceedings and will leave it to the rest of the Council to render a fair and a partial decision.

Attorney Slater asked if there were any objections to mark into evidence the General Statutes, Section 7-278, Charter of the Town of Wethersfield and the June 9, 2021 Notice of Intent to Dismiss issued by the Town Manager as exhibits.

Attorney Plumb and Baird had no objections but Attorney Baird remarked that he referenced a correspondence from yesterday indicating to the parties what his recommendations would be today and how the scope of the hearing and wondered if that could be marked as an exhibit as well.

Attorney Plumb responded that he thought that Council should agree with what the terms are because that was his correspondence to her and Attorney Plumb. He just laid out what he thought the procedure should be and if that is agreeable then its been stated on the record. If there is some change in the procedure, it should come from the direction of Council and not correspondence that they had yesterday.

Councilor Forrest motioned **“TO ACCEPT THE PROCEDURE AS OUTLINED BY THE TOWN ATTORNEY”**, seconded by Councilor O’Connor.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

Attorney Slater asked if there was an agreement on whether or not he could mark these three initial exhibits as Council exhibits and then exhibits by Mr. Evans could be marked in that fashion and those by Chief Cetran would be marked in that fashion or should they just have a consecutive numbering. He didn’t have a strong feeling.

Attorney Plumb indicated that he would prefer that it is set up by each side whichever exhibits they put in and he was fine with the Council having those first three marked as Council exhibits.

Attorney Slater indicated Council Exhibit 1 which is General Statutes, Section 7-278; Exhibit 2 which is the Charter of the Town of Wethersfield; and Exhibit 3 would be the June 9, 2021 Notice of Intent to Dismiss issued by the Town Manager.

Attorney Slater asked if Attorneys Baird and Plumb needed copies of the Charter and they did not.

Councilor Forrest motioned **“TO ACCEPT THESE THREE AS FULL EXHIBITS”**, seconded by Councilor O’Connor.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

Attorney Slater stated his recommendation in terms of relevancy if documents or witnesses, questions, etc., typical evidentiary questions that the Chair is parliamentary rules on that and if someone questions that there can be an appeal of that and then entire Council would vote on it otherwise if the Council was going to vote on every question, for example, that would make this procedure very, very long so that would be the rule that the Mayor would take in the first instance.

Councilor Forrest asked the Town Attorney that he mentioned a few cases for some definitions as to understanding just cause and asked if they could have copies of those cases or summary that could be shared with them.

Attorney Slater said he could get copies made. What this is out of is a document the police chief and just cause under Connecticut law and is something that is often used as resource in the police community so he cited from it. He did not bring extra copies of these but he could arrange to have those made.

Mayor Rell opened the floor to Attorney Plumb.

#### OPENING STATEMENT BY ATTORNEY KEN PLUMB

Attorney Plumb summarize the charges in this case and explained why from the Town Manager's perspective he believes that there is just cause to dismiss Chief Cetran pursuant to Section 7-278. Basically, there was an agreement in January 13, 2021 and it was breached in that the Chief decided that he would not retire after agreeing to do so on a set date of August 31, 2021. The Chief was placed on administrative leave and in order to avoid a public hearing process regarding the Chief's possible dismissal, the town and the Chief reached a mutual agreement on his retirement date among other aspects of his return to work. The primary terms of that agreement were that the town wouldn't pursue the Chief's dismissal and that the Chief would return to work but for a defined and mutually agreed upon date of August 31, 2021. This would help to ensure a succession plan going forward and would also enable the Chief to participate in budget preparations as well as the succession plan. There was also an agreed upon letter between the Chief and the town dated January 13 (Exhibit 2) which includes certain other conditions as part of the terms of the retirement agreement. One of those conditions being that the Chief's attorney would be paid \$8,500 for negotiating this agreement. The agreement has several binding obligations on the town. It is important to remember as you look at that Exhibit 1 and 2 that nothing in that agreement says that the Town Manager has to take any specific actions or engage in any specific conduct. This is all about what the Chief has to do as part of the deal for him coming back. In paragraphs one and two of the retirement agreement identifies the conditions that the Chief has to follow upon his return. That primary condition is that he would retire on August 31, 2021. He could retire under the terms of the agreement earlier if he wanted to or there could be a mutual agreement between the Chief and the Town to have him stay on longer but in no time later than December 31, 2021. Bottom line, this retirement agreement is an old fashioned legally binding contract. They have two parties, the Chief and the town, agreeing to take certain actions, they have offers and acceptances. They have an agreement where the Chief was represented by an attorney so he clearly understood what he was signing. They have the parties signing both the retirement agreement and the letter to the Chief's attorney, Raymond Hashett. Frankly, they didn't get the terms of that deal which is why they were here tonight. Similarly, there is no language in there to allow for any rescinding of any of the terms by any of the parties. There was a deal and the Chief had no right under the terms of that deal to just unilaterally decide he wasn't going to comply with those terms. In this case the Chief gave his word and executed a binding contract for which he received consideration that he would retire on August 31, 2021. The position of the Wethersfield Police Chief is not, and frankly never should be, a lifetime appointment. The Chief made a deal on when that would end and he didn't follow through on it. The manner in which the Chief breached that agreement is disturbing because the Chief, pursuant to the terms of the agreement, had sent out a February 6 letter announcing his retirement. That was part of the agreement that he would have the ability to announce the retirement the way that he wanted to announce it. The letter is Exhibit 3 specifically says "I submit this letter as formal notice that I intend to retire as Chief of Police effective August 31, 2021". The town relied on that representation and contracted with a consulting firm, Strategic Government Resources (SGR), to look for a successor Chief. They set up meetings, there were travel and other expenses, set up a community forum and the Chief was advised on about on May 5 of these activities and asked to participate in them. In the Chief's February letter, he indicates that he would be happy to assist in the recruitment process and then he sends on May 14, 2021 rescinds his decision to retire putting the entire recruiting process in total disarray. The Chief's May 14 email to the Town Manager said he was no longer retiring and didn't even give a date and is totally open ended. From their perspective the basis for the just cause comes from the fact that he breached the retirement agreement, adversely impacted the recruitment process and the succession plan, it negatively impacts on the public image of Wethersfield, the department itself and the conduct violates the general orders which are listed in Chapter C. A police

officer's word is his or her bond and you have to be able to rely on what they will do and what they say and whether that commitment is verbal or in writing. The Chief's failure to comply with the terms of the retirement agreement has broken that trust and such conduct violates the general orders including conduct unbecoming. After weeks of negotiation, the town and Chief negotiated a retirement which was a win-win for everybody. Under the terms of that agreement there was not need for dismissal proceedings like this and no need for a lengthy and expensive public hearing process. The Chief would return to work and did and would remain until August 31 unless he wanted to leave sooner. He could help with the budget process, participate in the potential hiring of his successor and if the parties agreed, he could stay longer. The Chief unilaterally decided without advance notice in the middle of the recruitment process that he would no longer retire on the mutually negotiated date of August 31. For all these reasons, the Town Manager recommends that the Town Council find that by violating the terms of the January 13 retirement agreement in the manner described above, just cause exists for the Chief's dismissal under Section 7-278. As the Town Council deliberates and as they evaluate the evidence, it is the Town Manager's position that the appropriate burden of proof to be used is a fair preponderance of evidence standard. This means that in view of the Council it has a reasonable belief that the outcome is more probable than not the Chief violated the agreement and engaged in the manner and conduct and that constitutes just cause that they should find that the Chief should be dismissed for just cause pursuant to Section 7-278.

#### OPENING STATEMENT BY ATTORNEY RACHEL BAIRD

Attorney Baird began with looking at the retirement agreement and the notice of intent to dismiss and she just heard counsel represent to this Town Council that there is a provision in that retirement agreement wherein consideration was given to Chief Cetran that dismissal would not be sought against him if he entered into this agreement. She sees three pages in that retirement agreement and no where does Chief Cetran indicate that he is entering into this to avoid dismissal or to avoid any charges against him. He was placed on paid administrative leave in November of 2020 and this Town Manager wants you not to address that, not to know any of the reasons because that would give Chief Cetran the opportunity to challenge those reasons. Instead they are here on a breach of contract case basically dressed up as just cause to terminate Chief Cetran. She wanted to emphasize that in an agreement, the agreement is within the four corners of any document and nowhere did Chief Cetran receive any consideration for or request any consideration that the town would not seek dismissal against him. In fact, she would propose had they said that to him, he would have said go ahead and give it your best shot and try to show that you have just cause to terminate him. But the town did not do that. They entered into a retirement agreement with Chief Cetran and in that agreement, there was consideration given to the Chief. In paragraph two it states "compliance with applicable law and Charter requirements" and this town told Chief Cetran that he would be able to run his department in accordance with compliance with law enforcement, federal, state and local laws and the Wethersfield Town Charter. The only condition was, and a condition in the town Charter, that he keep the Director of Public Safety, Town Manager, Gary Evans, timely apprised of said actions. If they reach the point where Chief Cetran testifies, he will say exactly why the town breached paragraph two of the retirement agreement and why that was his reason for submitting his withdrawal of his notice of intent to retire. The Council for the Town Manager and the Town Manager don't want to hear any of that. Yesterday, having not heard from the attorney for Town Council about how this proceeding would be going, what it would entail, what would be the rules, she wrote a letter to Attorney Slater asking about that and also requested fourteen categories of documents. In response she was told that all the categories were irrelevant except for one and that was the contract with the consultant on the police search. She requested Chief Cetran's personnel file because he has been employed by this town for 47 years but she was told that was not relevant. She was told by Attorney Slater that the scope of this hearing would be limited to whether Chief Cetran's notice that he was not retiring on August 31 is just cause to dismiss him in light of the agreement he entered into with the town. So, the records she wanted just weren't relevant. The Town Council has already decided and the records she requested are not

relevant because this hearing is just limited to did Chief Cetran send a notice of intent to rescind or did he send a notice to rescind his retirement date. Yes, he did, there is no doubt about it. It didn't come out of the blue. Why do you think he did it? This letter from Attorney Slater would have her to believe that this Town Council doesn't want to hear why because she has been denied the records that would show why. This Town Council has already by the mere denial of records that Chief Cetran needs to defend himself against these charges, this Town Council has already violated due process that Chief Cetran is guaranteed under 7-278. Chief Cetran has a property interest in his job, a constitutional property interest under the fourteenth amendment in his job. The town has to show there is just cause to remove him from that job. The town is denying him the opportunity to be heard in response to the allegation against him that breaching the retirement agreement, rescinding his retirement notice constitutes just cause. She cited a Connecticut Bar Journal article from 1992 written by Attorney Plumb wherein he states "the removal from office of a police chief or other high-level public official is a difficult, time consuming process which must specifically satisfy applicable statutes to the letter as well as complying with established due process considerations." Volume 66 pages 120-121. Attorney Plumb was discussing the case of a Hamden Police Chief back in 1989 of Chief Ambrosio and in that case just cause was not found. Even though Chief Ambrosio had been issued numerous reprimands, the hearing officer found that the Chief was never notified that what he was being dismissed for would constitute just cause. He got the notice of intent to dismiss but what they were charging him with he had no prior knowledge that violating that would constitute just cause. Where in the retirement agreement does it say if you withdraw your resignation or you don't follow this agreement it is just cause to terminate you. No where does it say that. In fact, if you look at paragraph 7 of the retirement agreement, applicable law and venue "the parties agree that any claim or dispute arising out of a breach of this retirement agreement shall be adjudicated in state or federal court within the State of Connecticut and hereby consent to the exercise of personal jurisdiction of any such court having subject matter jurisdiction of the claim or dispute." This should be in court. That paragraph alone tells us that Chief Cetran had no notice that rescinding his retirement agreement would ever result in these dismissal proceedings. Going according to the retirement agreement, he would have expected that there would have been some kind of notice to him of an intent to file a federal or state lawsuit alleging breach of contract. Here they are at a public hearing for a contract issue and that might be okay if the scope of the hearing was not limited. After reading paragraph 7, she doesn't think it's okay to be here at all. Paragraph 7 says they shouldn't be here. The scope of the hearing has been limited by the Town Council through its attorney in denying her records and telling her that Chief Cetran will be silenced and not allowed to address the allegations against him because they just want to keep it to one little thing. They don't want to shed any light on what is really behind this. They just want to keep it simple. What did the contract say and what did he do, oh violation, but contract law is a lot more complicated than that. If one side breaches the agreement then the other side is no longer held to the agreement. Chief Cetran wants to discuss that the town did breach the agreement, he wants to bring in records but he has been denied that. He wants to tell them about what happened when he came back from administrative paid leave on January 18. He wants to tell them that the Town Manager violated in so many ways paragraph 2 of the retirement agreement. Who hasn't heard in the news that Chief Cetran was insubordinate. Everybody is saying Chief Cetran was insubordinate and so why aren't they addressing that tonight and why isn't that an allegation. It seems like that would constitute just cause so why hasn't that been added on because all these allegations were made against Chief Cetran that weren't true. They were a campaign of harassment by this Town Manager after he came on board in March of 2019 that continued throughout the administrative paid leave in November of 2020 and picked up again when Chief Cetran came back. The difference was when Chief Cetran came back, there was an agreement signed by Gary Evans that he would allow Chief Cetran to run his department in accordance with applicable law. Gary Evans breached that and they have been prevented from gathering information and documents to prove that. How does she know that there was a plan by the Town Manager dating back to 2019 to dispense with Chief Cetran? It begins with a letter from August 6, 2019 that Gary Evans sent to Chief Cetran alleging various acts over the course of five months. In November of 2020 when he placed

Chief Cetran on paid administrative leave, he sent Chief Cetran a draft of a notice of intent to dismiss with about twenty allegations against him each of which Chief Cetran responded to and they would like to present that testimony tonight. But they have been prevented from gathering a lot of the documents that would allow them to do that. To put this in context, this town (Town Manager) intends to use evidence tonight to show that it has been harmed by Chief Cetran's withdrawal of his retirement notice. In breach of contract cases, damages are one element that somebody can always be made whole if a court determines that there was, in fact, a breach. This isn't a court and she doesn't know why they are here on a breach of contract matter but the town intends to use evidence to show that it has been harmed but wants to deny Chief Cetran an opportunity to justify the withdrawal by pointing out how the town violated the agreement first. Because if the town did breach the agreement, meaning if the town promised to do something but then didn't do it, promised to allow Chief Cetran to run his department but then didn't allow him to do it, then Chief Cetran is relieved of his obligations under this retirement agreement. It is a two-way street but apparently this Council wants to make it a one-way street and to hear one side and to decide without all the evidence. Whatever you call it, it denies Chief Cetran a meaningful opportunity to be heard and he has already been denied that if they proceed tonight. To know if he breached his agreement, you have to know why. How can the Town Council possibly have denied Chief Cetran his personnel records and to be at a dismissal hearing and to be denied your personnel records is beyond a denial of due process? In this letter, this Town Council has made clear that it really doesn't want to address this issue. She doesn't know if the Town Council were to address this issue and information emerged about why Chief Cetran was put on paid administrative leave, information emerged about the allegations that the Town Manager has been making against Chief Cetran for years now, that it would make the Town Manager look bad. And if the Town Council chooses to maintain this Town Manager, it would make the Town Manager look bad. As terrible as this looks for the Town Council to be doing what it is doing to deny Chief Cetran due process, she has to admit that it's probably better than allowing Chief Cetran's side to come out because it would expose the Town Manager for what he is. He has been manipulative, interfering and disingenuous in his dealings with Chief Cetran. The allegation that the retirement agreement that Chief Cetran signed contains any consideration that dismissal proceedings not be pursued against him. In other words, he signed the retirement agreement to get out of dismissal proceedings. That is disingenuous. That's not true and that's misrepresentation. An example of evidence they would like to submit tonight but have been prevented from doing. This is something that Mr. Evans has pointed out as one of the insubordinate acts that Chief Cetran. There was an internal investigation that was pending when Chief Cetran went on paid administrative leave last year. It involved the actions of a Sergeant at the firing range of an instructor who engaged in some conduct that appears where he placed his finger near the buttocks of another officer, where he did a karate chop to the groin of another officer. This was reported and an internal investigation was done that was left pending until Chief Cetran returned and he immediately addressed it. He wanted to suspend this officer for a year from being a fire arms instructor. Town Manager interfered because he didn't want that and didn't think that was right. As the Chief he is the issuing authority for pistol permits. He knows suitability and knows the kind of conduct that one should have around fire arms but for the complaint of another fire arms instructor at the town police department, the Town Manager's interference would have stood and that person would be a fire arms instructor today but thankfully, the Chief Cetran prevailed. She could give them a lot of examples like this but she needs the documents to prove it and be able to defend Chief Cetran. She has been denied those and this is not a contract case. This is a case where the Town Manager has sought to get rid of Chief Cetran where he has concocted unprovable allegations against him, put him on paid administrative leave with the promised that if he comes back he could engage in the process to promote the next Lieutenant because he knew it was important to him and he could run his department. Chief Cetran said okay if he could do those things, he would come back and then retire. But he came back and he wasn't allowed to do those things and he doesn't want to retire because he wants to make sure what he wanted to do with the department when he came back is done, finished and complete to end his career. She respectfully requests that the representation that the scope of this hearing will not include the material

and subject matter of the documents that they requested at numbers 1 through 10 and 12 through 14 and that until they get those, Chief Cetran cannot defend himself tonight. He is denied due process and is asking this Town Council to address that and allow them to present their case.

Attorney Slater asked if she had copies of the documents that she referred to, the copies of the documents that were requested in her letter to him yesterday which, by the way, he was not able to have a meeting convened with Council to decide about what the procedures should be tonight. He advised both attorneys what he expected the procedure to be and it was laid that out tonight and it was agreed that was the procedure that they would adopt. There is no way for him to rule on whether or not. He [the Mayor] could rule on whether or not this information being requested is relevant to the proceedings tonight on the charge that the Town Manager has issued. So, if it being suggested during argument that your Council, through him, have denied these documents, you should see the request and if the Council believes they are relevant then they could be adjourned to request those documents. He thought the Mayor should make a ruling on whether or not he thinks it's relevant to the hearing and the Council could challenge any ruling that's relevant. He asked if she could either provide the list of documents or if you want to do one at a time explain the documents she thinks is necessary in order to be able to respond to the notice of charge issued on June 8, 2021. For example, could she explain to the Council where she has raised one, the Chief's personnel records, and why she needs that to respond to the allegations contained in the June 8 charge.

Attorney Baird explained that Counsel for the Town Council had referenced earlier that officers other than Chiefs are under collective bargaining agreements. Because they are under collective bargaining agreements, they also are entitled to the showing of just cause when disciplined. Now part of that just cause takes into consideration their record as officers. For example, if they have a record of certain violations, letter so reprimand and suspensions then whatever they do after that could have a harder penalty than someone who doesn't have such a record and they commit the same violation. Somebody's record is very important in determination of just cause.

Attorney Slater asked what aspect of those documents of his personnel record relate to the allegations contained in the June 9 letter.

Attorney Baird commented her understanding and presumption is that Chief Cetran's personnel records will be exemplary. Even in the retirement agreement it says "Chief Cetran has provided some 47 years of honorable, distinguished and dedicated service to the Wethersfield Police Department". She thinks it's important for this Town Council to see that because it is one thing for her to say it.

Attorney Slater asked if it was her position that without a copy of his file that she cannot proceed in defending the allegations that are contained in the notice of intent to dismiss.

Attorney Baird responded that it is a necessary and intricate part of their case.

Attorney Slater indicated that it was his recommendation and find that those documents and take the assumption that they are stellar, that the Chief's records up to this point in time were literally perfect and would that be relevant in determining whether or not under the facts alleged that he should be discharged.

At 8:51 p.m. Councilor Forrest motioned "**TO TAKE A TEN-MINUTE RECESS**", seconded by Councilor Biggs.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.



Mayor Rell called the hearing back to order.

TESTIMONY OF GARY A. EVANS, TOWN MANAGER

Councilor Forrest motioned “**TO MOVE TO APPEAL THE RULING OF THE CHAIR AND THAT THE OBJECTION SHOULD BE SUSTAINED**”, seconded by Councilor Biggs.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

REDIRECT BY ATTORNEY KEN PLUMB

REDIRECT BY ATTORNEY RACHEL BAIRD

At 10:23 p.m. Councilor Forrest motioned “**TO TAKE A FIVE-MINUTE RECESS**”, seconded by Councilor Biggs.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

Mayor Rell called the hearing back to order.

Mayor Rell motioned “**TO WAIVE THE REQUIREMENT TO CEASE MEETING AT 11:00 P.M.**”, seconded by Councilor Flanigan.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

WITNESS TESTIMONY OF SARGENT LUIS GONZALEZ

WITNESS TESTIMONY OF OFFICER JENNIE RIVERA

WITNESS TESTIMONY OF LIEUTENANT DONALD CRABTREE

WITNESS TESTIMONY OF LIEUTENANT MICHAEL CONNOLLY

TESTIMONY OF JAMES CETRAN, CHIEF OF POLICE

CROSS EXAMINATION BY ATTORNEY KEN PLUMB

At 11:35 p.m. Mayor Rell motioned “**TO TAKE A FIVE-MINUTE RECESS**”, seconded by Councilor Forrest.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

Mayor Rell called the hearing back to order.

CONTINUED CROSS EXAMINATION BY ATTORNEY KEN PLUMB

REDIRECT BY ATTORNEY RACHEL BAIRD

CLOSING STATEMENT BY ATTORNEY KEN PLUMB

CLOSING STATEMENT BY ATTORNEY RACHEL BAIRD

Mayor Rell motioned **“TO RECESS FOR DELIBERATIONS IN DUAL CAUCUS”**, seconded by Councilor O’Connor.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

Mayor Rell called the hearing back to order.

He stated that they have before them a motion, he could present a motion and after deliberations and fact-finding hearing from both Counsel, the Chief and the Town Manager there is a motion to dismiss Chief Cetran per Connecticut General Statutes, Section 7-278.

Attorney Slater indicated that someone would need to make a motion that has been presented by the Town Manager.

Councilor Pelletier motioned **“TO DISMISS CHIEF JAMES CETRAN FROM OFFICE PURSUANT TO CONNECTICUT GENERAL STATUTES SECTION 7-278”**, seconded by Deputy Mayor Mazarella.

Attorney Slater commented that he would suggest that having heard all the evidence for just cause.

Councilor Pelletier stated she would amend that **“TO ADD FOR JUST CAUSE”**

**Vote:** All Councilors present, including the Chairperson voted. The motion passed 6-1-0 (Councilor O’Connor voted Nay).

Attorney Baird stated that the respondent has a motion to stay the dismissal until September 1 because until that date, even if they think he is in violation of the agreement for rescinding his retirement, he has not worked beyond his retirement until September 1<sup>st</sup> and therefore he cannot be in violation of it yet.

Attorney Slater asked for her to restate that again.

Attorney Baird commented that she understands the decision has been made to dismiss for just cause pursuant to 7-278 and they are moving to stay that decision until midnight, August 31, 2021 because until September 1<sup>st</sup>, he is not in violation of the agreement and how can he violate the agreement because the town would stop paying him on September 1<sup>st</sup>.

Attorney Slater explained that what is before them this evening came from the Town Manager which was a decision on the Town Manager’s part that the Chief should be dismissed for just cause. They just held a hearing and made a decision on that. They could take what was just suggested under advisement but the Chief can’t make a motion and the decision has been made. He didn’t think there was anything else to act on after the vote has been taken after the show cause hearing.

Mayor Rell commented that he believed that Counsel Slater was correct, that this is a just cause hearing and the vote was on just cause and the Council has made the decision.

Attorney Baird remarked that her understanding is that he has been dismissed for just cause for not retiring on August 31; but August 31 has not yet come.

At 1:14 a.m. Councilor Pelletier motioned **“TO ADJOURN THE MEETING”**, seconded by Councilor O’Connor.

**Vote:** All Councilors present, including the Chairperson voted AYE. The motion passed 7-0-0.

Susan I. Schroeder  
Town Clerk, Clerk of the Town Council

APPROVED BY VOTE OF COUNCIL (5-0-2)  
(Councilor Hill and Pentalow Abstained)  
September 20, 2021