

STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS

SUPERIOR COURT
218-2026-CV-01327

Mr. Shaun Mulholland
4 Chesterfield Lane
Londonderry, NH 03053

v.

Town of Londonderry, NH
268B Mammoth Road
Londonderry, NH 03053

COMPLAINT
(Jury Trial Requested)

NOW COMES the plaintiff Shaun Mulholland, by and through his attorneys Douglas, Leonard & Garvey, P.C., and respectfully submits the within Complaint, stating as follows:

I. Introduction

1. Mr. Mulholland grieves the Town of Londonderry's September 21, 2026, termination of his employment as Town Manager in violation of the enforceable contract pursuant to which the Town employed Mr. Mulholland, in violation of his constitutional due process rights as a public employee with a property interest in his employment conferred by his employment contract as well as by the Londonderry Town Charter (the Charter), and in violation of his rights under Section 3.02 of the Charter—a provision of the Charter that RSA 49-D:2, II(c) authorizes and does not preempt.

2. The Town purported to remove Mr. Mulholland without the required number of Town Councilors voting in favor of removing him, under both his employment contract and the Charter. Mr. Mulholland's contract and the Charter provide that the Town Council (the Council) may only remove him from office "by the affirmative vote of at least four (4) members of the

Council.” In breach of this requirement, the Council purported to remove Mr. Mulholland with only three (3) councilors voting to remove him.

3. The Town further denied Mr. Mulholland procedural due process to which not only his contract and the Charter entitle him, but the United States Constitution entitles him as well, given his status as a public employee with a property interest in his employment. Both Mr. Mulholland’s contract and Section 3.02 of the Charter provide that, before the Council may remove him from office as Town Manager, “the Council shall adopt a resolution stating its intention to...remove him, the reasons therefor, and an effective date,” doing so “[a]t least thirty (30) days before the proposed...removal of the Manager.” The Council failed to adopt any such resolution before removing Mr. Mulholland from office. Mr. Mulholland’s contract and Section 3.02 of the Charter also guarantee him the right to a public hearing before the Council can remove him, but the Council improperly removed Mr. Mulholland without giving him the required opportunity for a public hearing. Mr. Mulholland’s contract and the Charter, by giving him job security in the absence of specified conditions being met, gave Mr. Mulholland a property interest in his employment and an associated constitutional right as a public employee to procedural due process before termination, pursuant to Cleveland Bd. of Education v. Loudermill, 470 U.S. 582 (1985). The defendant denied Mr. Mulholland his constitutional procedural due process rights.

4. The Council also wrongly held the vote on removing Mr. Mulholland in violation of Section 2.12 of the Charter, which provides that the vote on a question first presented to the Council “shall” be postponed until the next regular meeting if any councilor objects to the vote. Notwithstanding that Councilors Bouchard and Paul objected to the holding of the September 21, 2026, vote to terminate Mr. Mulholland, the Council improperly held the vote.

5. Moreover, the Council purported to remove Mr. Mulholland in violation of his rights under Section 3.02 of the Charter, wrongly claiming that Section 3.02 is somehow preempted, notwithstanding that the Charter provision does not expressly contradict the applicable statute (RSA 49-D:2, II(c)), is in fact authorized by RSA 49-D:2, II(c), and is therefore not preempted.

6. Mr. Mulholland seeks a declaration from this Court that the Council's purported removal of him as the defendant's Town Manager is invalid, void and unenforceable, due to its execution in violation of his contractual, constitutional and Town Charter rights. Mr. Mulholland further seeks Section 1983 remedies for the Town's violations of his procedural due process rights as well as for breach of contract.

II. Parties

7. The plaintiff Shaun Mulholland, the defendant's former Town Manager, resides at 4 Chesterfield Lane in Londonderry, New Hampshire.

8. The defendant Town of Londonderry is a body politic organized and existing pursuant to RSA 31:1, with a principal place of business at 268B Mammoth Road in Londonderry, New Hampshire.

III. Jurisdiction and Venue

9. The Court has subject matter jurisdiction over Mr. Mulholland's State law claims pursuant to RSA 491:22 and RSA 491:7. The Court has concurrent jurisdiction over Mr. Mulholland's 42 U.S.C. § 1983 claim. Nat'l Private Truck Council, Inc. v. Okla Tax Comm'n, 515 U.S. 582, 588-89 (1995). The Court has personal jurisdiction over the defendant because it is a resident of New Hampshire.

10. Venue is proper pursuant to RSA 507:9 because both the plaintiff and the defendant reside in Rockingham County. In addition, the Employment Agreement at issue in the instant action states that, “The exclusive jurisdiction and venue for enforcement of, or any claim related to, this Agreement shall be the Rockingham County Superior Court.” Exhibit B at p. 6.

IV. Facts

A. The Relevant Londonderry Town Charter Provisions Pertaining to the Town Manager Position Derive from Authority Conferred by RSA 49-D:2, II(c).

11. “RSA chapter 49-B provides the statutory framework through which cities and towns may amend their actual forms of government, and grants them the power necessary to carry out such changes.” Forsberg v. Kearsarge Regional Sch. Dist., 160 N.H. 264, 267 (2010) (quotations omitted). Pursuant to RSA 49-B:2, III, a city may amend its form of government through a charter “prepared pursuant to RSA 49-C.” A town such as Londonderry may amend its form of government through a charter “prepared pursuant to RSA 49-D.” RSA 49-B:2, II. “The statutory scheme..., by its very nature, **authorizes additional municipal regulation.**” Forsberg, 160 N.H. at 269 (emphasis supplied).

12. At the annual Town Meeting occurring March 12, 1996, the voters of the Town of Londonderry approved a Charter pursuant to RSA 49-D creating a Town Council/Town Manager/budgetary town meeting form of government. This form of government authorized by RSA 49-D continues to exist in Londonderry today and has existed at all times relevant to this action.

13. RSA 49-D:2, II(c) states that a charter for a town government such as Londonderry’s town government shall “[p]rovide for the appointment by the town council of a chief administrative officer to be called a town manager or similar title.” As RSA 49:2, II(c) further states, “This position shall head the administrative services of the town and shall be selected on

the **same** basis, possess the **same** qualifications, be vested with the **same** authority, be charged with the responsibility and enjoy *similar* job security as town managers under RSA 37.” Emphasis supplied.

14. Londonderry’s Town Charter contains such provisions as those required by RSA 49:D:2, II(c).

15. Pursuant to the requirements of RSA 49:D-2, II(c), the Town of Londonderry adopted Section 3.01¹ of the Charter pertaining to the selection of a Town Manager. Exhibit A. Section 3.01 of the Charter sets forth the same requirements for selecting the Town Manager as RSA chapter 37 prescribes but also adds others. Section 3.01 states that the Council shall appoint the Town Manager, just as RSA 37:2 states that the selectmen shall do. Id. at p. 8. Section 3.01 *adds* selection requirements not contained in RSA 37:2, however. Section 3.01 states as an additional requirement for the Town Manager’s selection that, “The Council shall appoint a person...who receives the votes of at least four (4) of the Council, to be Manager.” Id.

16. Furthermore, pursuant to RSA 49-D:2, II(c), the Town of Londonderry adopted Section 3.01 of the Town Charter pertaining to the Town Manager’s qualifications. Section 3.01 of the Charter sets forth the same qualifications for Town Manager as RSA 37:3 prescribes but also adds others. Section 3.01 of the Charter states that the Council shall appoint the Town Manager “with special reference to education, training and...experience,” just as RSA 37:3 states. Id. Section 3.01 states as additional qualifications for the Town Manager that the Town Manager reside in town during his/her period of office unless approved to reside outside of Town by four (4) Council members, that the Town Manager devote full time to the office and not hold other office,

¹ The provisions of Section 3.01 of the Town Charter were contained at Section 4.1 of the Charter when the parties entered an Employment Agreement effective March 7, 2025, for Mr. Mulholland to begin serving as Town Manager on July 1, 2025. An “Amendment to Charter Taxonomy” took effect on July 1, 2026, after receiving approval at Town Meeting on March 10, 2026, resulting in Charter provisions being reorganized.

and that the Town Manager “no(t) engage in any other business or occupation unless with the approval of the majority of the Council.” Id.

17. In addition, pursuant to RSA 49-D:2, II(c), the Town of Londonderry adopted Section 3.04 of the Town Charter, describing the Town Manager’s authority. Section 3.04(k) incorporates those Town Manager duties enumerated in RSA chapter 37 at RSA 37:6, stating that the Town Manager shall have such powers and duties imposed by State law, but the Town Charter adds several duties not expressly listed in RSA 37:6. Id. at pp. 9-11. RSA 37:6, IX, specifically authorizes towns to assign such duties to their town managers beyond those expressly enumerated in RSA 37:6, stating that the Town Manager shall “perform such other duties consistent with his office, as may be required of him by vote of the selectmen.” Emphasis supplied. For example, RSA 37:6 contains no provision specifically authorizing the Town Manager to rent Town facilities, but Section 3.04(f) of the Town Charter vests the Town Manager with “full jurisdiction over the rental and use of all Town facilities under the Manager’s control.” Id. at p. 10.

18. Significantly, RSA 49-D: 2, II(c), states only that a town charter must afford town managers “**similar** job security as town managers under RSA 37,” in contrast to the RSA 49-D:2, II(c) requirements that a town manager under a town charter “be selected on the **same** basis, possess the **same** qualifications, [and] be vested with the **same** authority...as town managers under RSA 37.”

B. The Parties’ Contract Relating to Mr. Mulholland’s Employment Gave Him Procedural Protections Against Removal that the Council Failed to Honor.

19. The parties entered a contract titled “Londonderry Town Manager’s Employment Agreement” (the Employment Agreement) in March of 2025. Exhibit B. All members of the Council at the time signed the Employment Agreement on March 6, 2025. Id. at p. 7. Mr.

Mulholland signed the Employment Agreement on March 7, 2025. Id. The Employment Agreement was “entered into as of” March 7, 2025. Id. at pp. 1, 7.

20. “The Town **shall** employ Mulholland as Londonderry Town Manager,” the Employment Agreement states, for a “term” “begin(ning) as of June 1, 2025 **and unless terminated earlier pursuant to section 4..[that] shall** continue for a period of three (3) years until May 31, 2028.” Id. at p. 1 (emphasis supplied).

21. Mr. Mulholland began his employment as Londonderry’s Town Manager on June 1, 2025, at an annual salary of \$178,000.00, pursuant to the Employment Agreement. Id.

22. Mr. Mulholland served continuously as Town Manager until September 21, 2026, when the Council purported to remove him.

23. Section 4 of Mr. Mulholland’s Employment Agreement governs the Town’s ability to remove Mr. Mulholland from office before the expiration of his 3-year term of employment set by the Employment Agreement. Id. at p. 4.

24. Section 4 of the Employment Agreement incorporates by reference Section 4.4 of the Town Charter as it existed in March of 2025, conferring on Mr. Mulholland a contractual right to the protections provided by said Section 4.4.² Id.

25. Section 4.4 of the Town Charter on March 7, 2025, when the parties entered into the Employment Agreement, stated as follows: “The Manager may be reprimanded or removed by the affirmative vote of at least four (4) members of the Council as herein provided. At least thirty (30) days before the proposed reprimand or removal of the Manager, the Council shall adopt a resolution stating its intention to reprimand or remove him, the reasons therefor, and an effective

² The language of Section 4.4 of the Town Charter as of March 7, 2025 (when the parties entered the Employment Agreement) is now contained at Section 3.02 of the Charter, pursuant to the “Amendment to Charter Taxonomy” referenced at fn. 1, *supra*.

date. A copy of the resolution shall be served forthwith on the Manager, who may, within ten (10) days, demand a public hearing, in which event the Manager shall not be reprimanded or removed until such public hearing has been held.” Exhibit C.

26. The Council voted 3-2 to remove Mr. Mulholland “for cause” at its September 21, 2026, meeting. Town Council Chair Ron Dunn, Vice Chair Shaun Faber and Councilor Ted Combes voted for Mr. Mulholland’s removal, while Councilors Dan Bouchard and Deb Paul voted against it. According to the September 23, 2026, edition of the *Union Leader*, “[Chair] Dunn said the Town Council can remove the manager by a simple majority of three votes at any time under state law,” ignoring Mr. Mulholland’s contractual rights. Exhibit D.

27. The Council failed to adopt a resolution stating an intent to remove Mr. Mulholland at any time on or before September 21, 2026. Indeed, Councilor Paul told the *Union Leader* she had not known that the Council would be voting to remove Mr. Mulholland until 5:30 p.m. on September 21, 2026, immediately before the Council meeting at which the vote occurred. Id.

28. The Council failed to give Mr. Mulholland any opportunity for a public hearing relating to the Council’s intent to remove him.

29. Councilors Bouchard and Paul each objected to voting on the question of terminating Mr. Mulholland’s employment at the September 21, 2026, meeting, meaning that the Council should have postponed the question until the Council’s next regular meeting pursuant to Section 2.12(f) of the Town Charter, which provides that a councilor may object to a question on the first occasion that the question is presented to the Council, necessitating the postponement of the question until the Council’s next regular meeting. Exhibit E. The Council failed to do so, defying Section 2.12(f).

COUNT I

(Petition for Declaratory Judgment as to Plaintiff's Enforceable Contractual Rights in Employment, Enforceable *Loudermill* Rights, and Enforceable Rights under the Londonderry Town Charter)

30. The allegations of the preceding paragraphs are realleged and incorporated herein by reference.

31. Pursuant to RSA 491:22, "[a]ny person claiming a present legal or equitable right or title may maintain a petition against any person claiming adversely to such right or title to determine the question as between the parties, and the court's judgment or decree thereon shall be conclusive."

32. Mr. Mulholland claims a present legal right to employment by the defendant as its Town Manager. The defendant claims adversely to Mr. Mulholland's right.

A. The Council's Purported Removal of Mr. Mulholland from the Town Manager Office Violated Mr. Mulholland's Enforceable Contract Rights under his Employment Agreement with the Town.

33. Mr. Mulholland seeks a declaration from this Court that the Council's purported removal of him from office as Londonderry Town Manager is invalid, void and unenforceable because the Council failed to comply with Section 4 of Mr. Mulholland's Employment Agreement. Specifically, Mr. Mulholland asks this Court to declare that the Council's September 21, 2026, 3-2 vote purporting to remove Mr. Mulholland is invalid, void and unenforceable because the Council failed to satisfy the contractual requirements for removal as follows: a.) the Council failed to muster votes from four (4) Council members to remove Mr. Mulholland, as contractually required; b.) the Council failed to issue the contractually required resolution stating its intention to remove Mr. Mulholland at least thirty (30) days before the proposed removal; and c.) the Council failed to afford Mr. Mulholland the contractually required opportunity for a public hearing.

B. The Council Violated Mr. Mulholland’s *Loudermill* Rights by Purporting to Remove Him from Office Without Notice or an Opportunity to be Heard.

34. Mr. Mulholland further seeks a declaration from this Court that he had a property interest in his public employment as Town Manager for the Town of Londonderry triggering Loudermill rights that the defendant wrongfully failed to afford him, particularly where the defendant sought to terminate Mr. Mulholland for cause as the defendant did here.³

35. “Property interests exist when an employer’s discretion is clearly limited so that the employee cannot be denied employment unless specific conditions are met.” Clukey v. Town of Camden, 717 F.3d 52, 56 (1st Cir. 2013) (quotations omitted). A property interest in employment may derive from “a specific provision of contract, or other rule or understanding....” Appeal of Alexander, 163 N.H. 397, 407-08 (2012) (citing Intern. Union Local 737 v. Auto Glass Emp. Cr. Union, 72 F.3d 1243, 1250-51 (6th Cir. 1996)).

36. Section 4 of Mr. Mulholland’s Employment Agreement gave him a property interest in his employment, as did Section 3.02 of the Town Charter, limiting the circumstances under which the Town could terminate him. “Under Loudermill, a public employee with a property interest in continued employment is entitled to notice of the charges against him and an opportunity to be heard before termination.” City of Portsmouth, NH Police Comm’n v. Portsmouth Ranking Officers Ass’n, 176 N.H. 14, 21 (2023). “The function of this Loudermill process is to provide an opportunity to test the evidence supporting a proposed termination and thereby prevent wrongful termination.” Id.

37. The Court should declare that Mr. Mulholland had a property interest in his employment as Town Manager, that he therefore had Loudermill rights, and that the defendant wrongfully denied Mr. Mulholland his Loudermill rights by failing to provide him notice of the

³ Cleveland Bd. of Education v. Loudermill, 470 U.S. 582 (1985).

charges against him—and by failing to provide him any opportunity to be heard—before termination.

C. **The Council Purported to Remove Mr. Mulholland in Violation of the Town Charter, Erroneously Alleging that State Law Preempts the Charter When RSA 49-D:2, II(c) Does Not Expressly Contradict the Town Charter and Therefore Does Not Preempt It.**

38. Mr. Mulholland’s contractual rights in his employment and his Loudermill rights aside, Mr. Mulholland seeks a declaration that State law does not preempt the Londonderry Town Charter provisions as to Town Manager job security and that the Council’s purported removal of him from office as Londonderry Town Manager is therefore invalid, void and unenforceable, where the Council purported to remove him in violation of the Charter.

39. “Preemption is essentially a matter of statutory interpretation and construction.” Prolerized New England Co. v. City of Manchester, 166 N.H. 617, 622 (2014). “[P]reemption will occur when local legislation either expressly contradicts a statute or otherwise runs counter to the legislative intent underlying a statutory scheme.” Forsberg, 160 N.H. at 269 (quotations omitted). “That the State has created a comprehensive statutory scheme does not automatically result in preemption, however, because it could nonetheless authorize additional municipal regulation.” Id. (emphasis supplied). “The statutory scheme relative to home rule, by its very nature, **authorizes additional municipal regulation.**” Id. (emphasis supplied).

40. The Court should declare that preemption does not apply to this case because the Charter provisions applicable to this case do not expressly contradict RSA 49-D:2, II(c), nor do such provisions run counter to the legislative intent underlying RSA 49-D to authorize additional municipal regulation.

41. Mr. Mulholland’s case implicates Section 3.02 of the Charter regarding Town Manager job security. Section 3.02 states that a Town Manager can only be removed “by the

affirmative vote of at least four (4) members of the Council,” after the Council issues a resolution stating the Council’s intention to remove the Town Manager at least thirty (30) days before the proposed removal and provides the Town Manager the opportunity for a public hearing before removal.

42. RSA 49-D:2, II(c) authorizes the Londonderry’s Town Charter to provide its Town Manager “similar job security as town managers under RSA 37,” as contrasted with the statute’s requirements that the Town Manager in a Town such as Londonderry “be selected on the same basis, possess the same qualifications, [and] be vested with the same authority...as town managers under RSA 37.” Emphasis supplied.

43. “The legislature is presumed to know the meaning of words, and to have used the words of a statute advisedly.” Guildhall Sand & Gravel v. Town of Goshen, 155 N.H. 762, 765 (2007) (quotations omitted).

44. “[W]here [the] legislature uses two different words, it generally means two different things.” Id. (citing Fischer v. Hooper, 143 N.H. 585, 588 (1999)).

45. “‘Similar’ does not mean ‘identical....’” United States v. Melendez, 301 F.3d 27, 35 (1st Cir. 2002) (emphasis supplied).

46. Preemption therefore does not apply. Section 3.02 provides the Town Manager job security, as RSA 49-D:2, II(c) requires it to do. RSA 49-D:2, II(c) does not require the job security afforded the Londonderry Town Manager by the Charter to be identical to the job security that RSA 37:3 provides town managers. RSA 49-D:2, II(c) therefore does not preempt Section 3.02 of the Charter because no express contradiction exists between the provisions and because RSA 49-D authorizes the additional municipal regulation that Section 3.02 contains.

47. The Court should declare that the Council's September 21, 2026, actions purportedly removing Mr. Mulholland from his Town Manager office are invalid, void and unenforceable, given that the Council failed to follow the procedural requirements of Section 3.02 of the Charter, and given that Section 3.02 is not preempted.

48. The Court should further declare that the Council's September 21, 2026, actions purportedly removing Mr. Mulholland from his Town Manager office are invalid, void and unenforceable because the Council conducted the vote to remove Mr. Mulholland the first time the question was presented to the Council notwithstanding that two (2) councilors objected to holding the vote, violating Section 2.12 of the Town Charter.

COUNT II

(Violation of 42 U.S.C. § 1983)

49. The allegations of the preceding paragraphs are realleged and incorporated herein by reference.

50. Mr. Mulholland had a constitutionally protected property interest in continued employment based on Section 4 of his Employment Contract and based on Section 3.02 of the Town Charter.

51. "It is well established that in every case where a protected property interest is at stake, the Constitution requires, at a minimum, some kind of notice and some kind of opportunity to be heard." Clukey, 717 F.3d at 59.

52. Here, as was true in Clukey, the Town failed to give Mr. Mulholland any advance notice whatsoever of his September 21, 2026, termination, violating his procedural due process rights. Id. at 60.

53. As a direct and proximate result of the defendant's violations of Mr. Mulholland's procedural due process rights, Mr. Mulholland has suffered and continues to suffer damages, including but not limited to lost wages, lost employment benefits, compensatory damages, nominal damages and reasonable attorney's fees and costs.

COUNT III

(Breach of Contract)

54. The allegations of the preceding paragraphs are realleged and incorporated herein by reference.

55. Mr. Mulholland's Employment Agreement constitutes an enforceable contract, supported by offer, acceptance, consideration and a meeting of the minds. Chisholm v. Ultima Nashua Indus. Corp., 150 N.H. 141, 144-45 (2003). The defendant's promise to provide Mr. Mulholland the benefits described in his Employment Agreement constituted an offer. Id. at 145. Mr. Mulholland accepted the offer and provided consideration by serving as the defendant's Town Manager from June 1, 2025, until September 21, 2026. Id. Finally, all Council members and Mr. Mulholland signed the Employment Agreement, demonstrating a meeting of the minds. Id.

56. "Parties generally are bound by the terms of an agreement freely and openly entered into, and courts cannot make better agreements than the parties themselves have entered into or rewrite contracts...." Mills v. Nashua Fed. Savings & Loan Ass'n, 121 N.H. 722, 726 (1981).

57. The defendant materially breached Mr. Mulholland's enforceable Employment Agreement, purporting to remove him in disregard of the requirements imposed by Section 4 of the Employment Agreement setting forth the procedures that the Council was required to follow in order to terminate the Agreement in advance of the Agreement's May 31, 2028, expiration.

58. As a direct and proximate result of the defendant's breach of Mr. Mulholland's enforceable Employment Agreement, Mr. Mulholland has suffered and will continue to suffer damages, including but not limited to lost wages, lost employment benefits and other consequential damages proximately caused by the defendant's breach.

REQUEST FOR RELIEF:

WHEREFORE, the plaintiff Shaun Mulholland respectfully prays this Honorable Court:

- A. Schedule this matter for trial, and after trial;
- B. Declare invalid, void and unenforceable the defendant's September 21, 2026, actions purporting to remove Mr. Mulholland from office as the defendant's Town Manager;
- C. Declare that the defendant's September 21, 2026, actions purporting to remove Mr. Mulholland from office as the defendant's Town Manager violated the job security protections afforded him under Section 4 of his Employment Agreement;
- D. Declare that Mr. Mulholland had a property interest in his employment deriving from his Employment Agreement and from Section 3.02 of the Londonderry Town Charter;
- E. Declare that the defendant's September 21, 2026, actions purporting to remove Mr. Mulholland from office as the defendant's Town Manager violated Mr. Mulholland's Loudermill rights;
- F. Declare that Section 3.02 of the Londonderry Town Charter (and its predecessor, the former Section 4.4 of the Londonderry Town Charter as the Charter existed when the Town hired Mr. Mulholland) are not preempted;
- G. Declare that the defendant purported to remove Mr. Mulholland from office as the defendant's Town Manager in violation of Section 3.02 of the Londonderry Town Charter;

H. Find the defendant liable pursuant to 42 U.S.C. § 1983 for violation of Mr. Mulholland's procedural due process rights;

I. Find the defendant liable for breach of contract;

J. Award Mr. Mulholland damages for lost wages, lost employment benefits and other consequential damages proximately caused by the defendant's breach;

K. Award Mr. Mulholland special damages, general damages and/or nominal damages pursuant to 42 U.S.C. § 1983;

L. Award Mr. Mulholland his reasonable attorney's fees, plus interest and costs; and

M. Grant such other and further relief as is just and equitable.

Respectfully submitted,
SHAUN MULHOLLAND
By his attorneys,
DOUGLAS, LEONARD & GARVEY, P.C.

Date: October 14, 2026

By: /s/ Benjamin T. King
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EXHIBIT A



CHARTER

of the

TOWN OF LONDONDERRY,

New Hampshire

Adopted by Town Meeting on March 12, 1996

Effective July 1, 1996

CHARTER COMMISSION:

William J. Foley, Chair
Cynthia Rice-Conley, Vice Chair
Edward D. Brueggemann, Secretary

Robert E. Carr
Perry P. Craver, Jr.
Kenneth J. Hajjar

Betsy McKinney
Mark Oswald
Arthur E. Rugg

(b) **Codification.** The Council, not later than eighteen (18) months after taking office under this Charter and at least every tenth year thereafter, shall have prepared a revision or codification of the ordinances of the Town which are appropriate for continuation as local laws of the Town.

(c) (reserved)

Article III TOWN MANAGER

§3.01 Appointment; Qualifications; Compensation

The Council shall appoint a person especially qualified by experience and training, who receives the votes of at least four (4) of the Council, to be Manager. The Manager shall be appointed solely on the basis of qualification for that office, with special reference to education, training and previous experience in public or private office. The Manager need not be a resident of the Town or of the State of New Hampshire at the time of appointment, but may reside outside the Town while in office, only with the approval of four (4) members of the Council. The Manager shall devote full time to the office and shall not hold any other public office, elective or appointive, except as authorized by this Charter, nor engage in any other business or occupation unless with the approval of the majority of the Council.

During the budgetary process following the first anniversary of the Manager's service to the Town and during each subsequent budgetary process, the Council shall conduct an evaluation of the Manager's performance in office. After such evaluation, The Council shall determine whether the Manager's overall performance in office has been satisfactory or unsatisfactory. The Council shall also establish the Manager's compensation for the ensuing year

§3.02 Removal

The Manager may be reprimanded or removed by the affirmative vote of at least four (4) members of the Council as herein provided. At least thirty (30) days before the proposed reprimand or removal of the Manager, the Council shall adopt a resolution stating its intention to reprimand or remove him, the reasons therefor, and an effective date. A copy of the resolution shall be served forthwith on the Manager, who may, within ten (10) days, demand a public hearing, in which event the Manager shall not be reprimanded or removed until such public hearing has been held.

Upon or after passage of a resolution of intent to remove, the Council may suspend the Manager from duty, but the Manager's pay shall continue until removal. In case of such suspension, the Council shall, by an affirmative vote, appoint an Acting Manager to serve at the pleasure of the Council for not more than one hundred twenty (120) days. The action of the Council in removing the Manager shall be final.

By a vote of at least four (4) Councilors, the Council may determine from credible medical or other evidence that the Manager is incapacitated and unable to perform any or all duties and the office may be declared vacant.

§3.03 Acting Town Manager

If the Manager is determined by a vote of at least four (4) members of the Council to be temporarily incapacitated or unable to act for any cause or the Council may determine that the office has become temporarily vacant, the Council shall, within thirty (30) days from such determination, appoint an Acting Manager in the same manner as in §3.01 who shall serve for not more than one hundred twenty (120) days or such lesser time until the disability shall be relieved.

The Acting Manager shall have all the powers and perform all the duties of the Manager except to the extent that said powers and duties may be specifically restricted by Council resolution. Said Acting Manager shall be paid such salary for services hereunder as may be prescribed by the Council. The Acting Manager may be reappointed for an additional term of one hundred twenty (120) days.

§3.04 Powers and Duties of the Town Manager

The Manager shall be the chief administrative officer of the Town, shall supervise and be responsible for the administrative and financial affairs of the Town and shall carry out the policies enacted by the Council. The Manager shall be charged with the preservation of the health, safety and welfare of persons and property and shall see to the enforcement of the ordinances of the Town, this Charter and general State Laws governing administration of the Town. The Manager shall:

(a) Except as otherwise provided by this Charter, the Manager shall appoint upon merit and fitness alone, and may remove all officers and employees of the Town subject to the provisions of pertinent statutes and the Administrative Code. Appointment of officers and employees who report directly to the Manager shall be subject to confirmation by majority vote of the Council.

(b) Supervise and direct the administration of the Town departments and personnel therein.

(c) The Manager shall fix the compensation of all town officers and employees appointed by the Manager with the limits established by existing appropriations. The Manager shall certify that employees of the Town and their compensation comply with approved pay rates.

(d) The Manager shall have the power to appoint and remove, subject to the provisions of this Charter, all town department heads. Such appointments shall be on merit and fitness alone and with confirmation of the Council. The Manager, for just cause, may suspend or dismiss department heads or take other appropriate disciplinary action. Said suspension, dismissal or other disciplinary action shall be effected only upon the Manager's presentation to the department head of a written specification of the reasons therefor at least ten (10) days before said action is taken. The said department head involved may, within five (5) days, demand a hearing before the Council, in which event the department head shall not be removed until such hearing has been held. The Manager may, however, suspend said department head from duty during said period, with or without pay. Such hearing shall be either private or public, as allowed under State Law, at the aggrieved party's request. The Council, by a vote of four (4) members may override the Manager's decision.

(e) The Manager may prepare and submit to the Council for its approval proposed reorganization plans which may, subject to applicable law and this Charter, reorganize, consolidate or abolish any Town agency in whole or in part, or establish new Town agencies as are deemed necessary or expedient. Such reorganization plans shall be accompanied by explanatory messages when submitted.

(f) The Manager shall have full jurisdiction over the rental and use of all Town facilities under the Manager's control. The Manager shall be responsible for the maintenance and repair of all Town property under the Manager's control, within the limits of existing appropriation. The Manager shall keep a full and complete inventory of all property of the Town, both real and personal.

(g) The Manager shall be responsible for purchasing all supplies, material and equipment for all departments and activities of the Town.

(h) The Manager shall keep the Council informed of the needs of the Town and make such reports and recommendations as the Manager may deem advisable or as the Council, as provided by this Charter or by ordinance, shall direct.

(i) The Manager shall be responsible for the collection, accounting deposit and periodic reporting of all town revenues and expenditures in a secure and business-like manner in accordance with generally accepted accounting practices and proper internal controls.

(j) The Manager shall have the right to take part in the discussion of all matters before the Council, but not the right to vote.

(k) The Manager shall have and perform such other powers and duties not inconsistent with the provisions of this Charter as now are, or may be, conferred or imposed upon the Manager by ordinance, or by State Law. The Manager shall attend all meetings of the Council unless excused by the Council.

Article IV DEPARTMENTS, OFFICES, AND AGENCIES

§4.01 General Provisions

(a) **Creation of Departments.** The Town shall have departments, divisions, boards or committees as may be established by this Charter or as the Council may establish by Ordinance. It shall be the duty of the manager to draft and to submit to the Council within nine (9) months after assuming office, an ordinance consistent with this Charter to be titled as the "Administrative Code", which provides for the division of the administrative service of the Town into departments or agencies and define the functions and duties of each. The Council may, by amendment to the Administrative Code Ordinance, create, consolidate or abolish departments or agencies and define or alter their functions and duties.

(b) **Direction by Town Manager.** The head of each department or agency established by the Administrative Code shall have and exercise supervision and control of that department or agency and the employees therein, subject to the authority of the Manager, and shall have the power to prescribe rules and regulations not inconsistent with general law, this Charter, the Administrative Code and the rules and regulations of the Personnel Plan; provided that the Manager shall establish a progressive disciplinary code for all departments and agencies which shall be included under the Personnel Plan. A copy of all departmental rules and regulations shall be on file in the office of the Clerk and appropriate departments.

EXHIBIT B

LONDONDERRY TOWN MANAGER'S EMPLOYMENT AGREEMENT

This Londonderry Town Manager's Employment Agreement ("Agreement") is entered into as of the date of the last signature set forth below and shall become effective as of June 1, 2025, by and between the **Town of Londonderry**, a municipal corporation with an address of 268B Mammoth Road, Londonderry, New Hampshire (the "Town"), and **Shaun Mulholland**, an individual who resides at 225 Slayton Hill Road, Lebanon, New Hampshire ("Mulholland") (collectively, the "Parties").

WHEREAS the Town desires to employ Mulholland as Londonderry Town Manager to exercise all of the duties and responsibilities afforded the Town Manager pursuant to RSA Chapter 37 and the Town of Londonderry Charter; and

WHEREAS Mulholland desires to be employed as Londonderry Town Manager;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties mutually agree as follows:

1. Term of Employment.

The term of this Agreement begins as of June 1, 2025 and unless terminated earlier pursuant to section 4 below, shall continue for a period of three (3) years until May 31, 2028. On or before March 1, 2028, the Londonderry Town Council ("Council") shall advise Mulholland if it desires to extend the Agreement, and if so, shall extend an offer to secure Mulholland's retention as Town Manager, and Mulholland shall have until April 1, 2028 to accept the Town's offer.

2. Duties.

The Town shall employ Mulholland as Londonderry Town Manager ("Town Manager"), and in that capacity to perform the duties and functions specified in relevant New Hampshire statutes, including RSA Chapter 37, and the Londonderry Town Charter ("Charter"), and to perform other legally permissible duties and functions as assigned by the Council or as necessary for the Town. Mulholland shall perform the duties and functions in compliance with state law, the Town's Ordinances, and the policies and regulations established by the Council. Mulholland is expected to provide timely and candid information to the Council regarding its statutory and Charter obligations, and open and candid feedback regarding the impact of the Council's decisions on the efficient operation of the Town.

3. Salary and Benefits.

- a. Salary.** Mulholland shall receive an annual salary in the gross amount of One Hundred Seventy-Eight Thousand Dollars (\$178,000.00), payable in the same increments as other management employees of the Town. Mulholland's salary payments are subject to deductions required by law or as authorized by Mulholland.

This annual salary is effective as of June 1, 2025.

- b. **Relocation.** The Town agrees to provide Mulholland with relocation assistance in the amount of up to Ten Thousand Dollars (\$10,000) to help cover the expenses incurred as a result of his relocation to the area. This relocation assistance will be paid as a reimbursement for eligible relocation expenses, subject to the terms and conditions outlined below:

- i. **Gross-Up for Taxes:** The amount of the relocation reimbursement will be grossed up to offset any applicable taxes, so that Mulholland will receive the full \$10,000 in net reimbursement after tax withholding. The gross-up amount will be determined by the Town based on the applicable tax rates at the time of payment.
- ii. **Eligible Expenses:** Eligible expenses for reimbursement include, but are not limited to, moving services, temporary housing, travel costs, and any other reasonable expenses directly related to the relocation. Mulholland is required to submit detailed receipts and documentation to substantiate these expenses.
- iii. **Submission of Receipts:** Mulholland must provide itemized receipts or other appropriate proof of payment for all expenses being submitted for reimbursement. These receipts must be submitted to the Finance Department within ninety (90) days of Mulholland's move-in date. Any expenses without appropriate documentation may not be eligible for reimbursement.
- iv. **Non-Eligible Expenses:** Personal, non-relocation-related expenses, such as family member travel, entertainment, or other non-necessary costs, will not be eligible for reimbursement.
- v. **Repayment Obligation:** If Mulholland voluntarily terminates his employment with the Town within twelve (12) months of receiving the relocation reimbursement, he agrees to repay the full amount of the relocation assistance provided (grossed-up amount) to the Town.
- vi. This relocation assistance is subject to all applicable laws, tax regulations, and Town policies, and is provided at the discretion of the Town.

- c. **Insurance.** Mulholland shall be entitled to receive the following insurance coverage:

- i. The same health and dental insurance options available to the members of the Londonderry Executive Employees Association (LEEA) pursuant to the then-current LEEA collective bargaining agreement.
- ii. In any year of this Agreement that Mulholland, during the open enrollment period or during any time during the benefit Plan Year as allowed by IRS guidelines, declines health insurance as described in (i) of this section 3c for the Town's succeeding fiscal year, the Town will pay Mulholland the same amount available to the members of the Londonderry Executive Employees

Association (LEEA) pursuant to the then-current LEEA collective bargaining agreement.

- iii. Life insurance in the amount of \$100,000, with benefits for accidental death and dismemberment equal to a maximum of \$100,000, at no cost to Mulholland.
- iv. Short-term disability insurance covering non-work- related accidents and illness to commence after the 15-day waiting period has been satisfied with a maximum benefit period of twenty-six (26) weeks at sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of Mulholland's base weekly earnings at the time he became disabled to a maximum of \$1,750.00, at no cost to Mulholland.
- v. Long-term disability insurance covering non-work-related accidents and illness to commence after the 180-day elimination period has been satisfied at sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of Mulholland's base monthly earnings at the time of disability to a maximum benefit of \$7,500.00, at no cost to Mulholland.

- d. **Retirement.** The Town agrees to execute all necessary agreements for Mulholland's participation in a 457 plan of his choosing. In addition to the base salary paid to Mulholland, the Town agrees to make the following total, annual contribution into the aforementioned 457 plan on Mulholland's behalf: Nineteen Thousand Five Hundred Dollars (\$19,500).

The Town agrees to transfer ownership to a succeeding employer upon Mulholland's resignation or discharge. Pursuant to RSA 100-A:22, the Council exempts Mulholland from compulsory membership in the New Hampshire Retirement System.

e. **Leave.**

- i. Mulholland shall be annually entitled to the same holidays provided to all members of the Londonderry Executive Employees Association (LEEA) pursuant to the then-current LEEA collective bargaining agreement.
- ii. Mulholland shall be entitled to twenty-eight (28) days of leave (to be used for vacation or sick leave) while employed as Town Manager. Mulholland shall be allowed to carry over five (5) days of leave; any additional days will not be eligible to carry over from one year to a later year.
- iii. Upon separation from employment as Town Manager, the Town shall pay Mulholland for any unused leave days.
- iv. Bereavement: Mulholland shall be entitled to the same bereavement leave available to the members of the Londonderry Executive Employees Association (LEEA) pursuant to the then-current LEEA collective bargaining agreement.

- f. **Reimbursement.** The Town shall periodically reimburse Mulholland for the cost of his cell phone service upon presentation of an appropriate check request to the

Finance Department. The Town shall reimburse Mulholland for all reasonable expenses incurred in the performance of his duties, including actual mileage at the applicable IRS rate for travel to and from all work engagements and professional development, networking, and community activities such as trainings and conferences, and professional boards, committees, and working groups on which Mulholland serves or may serve during the term of this Agreement, but not for commuting between his residence and office.

The Town agrees to budget and pay for travel and subsistence expenses of Mulholland for professional and official travel, meetings, and occasions to adequately continue the professional development of Mulholland and to pursue necessary official functions for the Town, including but not limited to the ICMA Annual Conference.

4. Termination.

The Town may terminate this Agreement with or without cause in accordance with Section 4.4 of the Town Charter. In the event of termination by the Town without cause, the Town and Mulholland agree that Mulholland shall be entitled to a lump-sum cash payment equal to ninety (90) days' aggregate salary, plus any unused leave days pursuant to paragraph 3.e.ii above, representing liquidated damages, as any calculation of damages would be difficult to ascertain. The Town further agrees to pay the COBRA premium to continue Mulholland's health and dental insurance for a period of ninety (90) days beginning with the next full month after the effective termination date.

In the event of termination by the Town with cause, Mulholland shall not be entitled to receive severance or other compensation under this section. For the purpose of this Agreement, "cause" is defined as: (a) an intentional, reckless, or grossly negligent act or omission related to or in connection with the discharge of Mulholland's official responsibilities; or (b) a finding of probable cause for the commission of a crime by any judicial officer or grand jury.

In the event Mulholland intends to resign his position with the Town before the expiration of the term of this Agreement, he shall provide the Council with advance notice of not less than ninety (90) days. In the event that Mulholland resigns as Town Manager, he shall not be entitled to payment of any severance, compensation or benefits. In the event Mulholland fails to provide the Town with advance notice of his resignation of at least ninety (90) days, Mulholland shall pay to the Town a lump-sum cash payment equal to two (2) months' aggregate salary, representing liquidated damages, as any calculation of damages would be difficult to ascertain.

5. Ethical Commitments

Mulholland agrees to comply with the Town's Code of Ethics and any applicable provisions relating to conflict of interest or lobbying provisions. Specifically, Mulholland shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising

activities for individuals seeking or holding elected office, nor should Mulholland seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

The Town shall support Mulholland in keeping these commitments by refraining from any order, direction or request that would require Mulholland to violate the Town of Londonderry Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Mulholland to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

6. Evaluation.

Mulholland shall provide the Council with a written self-assessment of his performance by April 1st of each year of this Agreement. The Council shall meet with Mulholland by May 1st of each year of this Agreement for the sole purpose of reviewing the annual performance evaluation. The focus of the annual evaluation shall be Mulholland's effective discharge of his duties as Town Manager pursuant to section 4.6 of the Town Charter. Future increases in salary will be evaluated in conjunction with Mulholland's annual performance evaluation, in the Council's sole discretion. Any merit increase resulting from such evaluation shall become effective on the anniversary date of Mulholland's appointment to the Town Manager position.

7. Disability.

If Mulholland is permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any sick leave and vacation leave to which he is entitled, or for twenty (20) working days over a thirty (30) day working period, then the Town shall have the option of terminating this Agreement, subject to the severance requirements provided for in section 4 above; provided however, that (a) should the provisions of the Family and Medical Leave Act or any other applicable law apply, then those provisions shall control, and (b) the Town shall continue to pay the insurance premiums for short-term and long-term disability coverage as is required by the insurance carrier.

8. Exclusive Employment and Hours of Work.

Mulholland agrees to remain in the exclusive employment of the Town so long as this Agreement shall remain in effect and shall neither accept other employment nor become employed by any other employer without prior approval of the Council. Mulholland recognizes that he must devote a great deal of time outside the normal office hours to the business of the Town to successfully serve as Town Manager. Mulholland shall be expected to devote the time

necessary to accomplish his duties and goals and, as a salaried employee, shall receive no compensation in addition to that specified in paragraph 3.

9. Personnel Policy Not to Apply.

It is understood and agreed by the Town and Mulholland that the Town's Personnel Policy does not apply to the relationship between the Town and Mulholland contemplated hereby, and this Agreement exclusively sets forth Mulholland's rights and remedies to the maximum extent allowed.

10. Indemnification.

The Town shall defend, save harmless and indemnify Mulholland against any tort, professional liability claims or demands or other legal action, whether groundless or otherwise, arising out of his performance of duties as Town Manager, unless such claim is asserted or joined by the Town, or brought by a prosecutorial or regulatory agency and the claim alleges criminal conduct, intentional, wanton or willful misconduct, or that the Town is a victim of the conduct alleged in the claim. The Town will compromise and settle any such claims or suit and pay the amount of any settlement or judgment, including insurance deductibles as provided for in the applicable liability policy of the Town.

11. Residency Requirement.

In the event Mulholland is unable to find housing within the Town of Londonderry that is suitable for his needs, the Town approves Mulholland's residency outside of Londonderry for the duration of this Agreement under Section 4.2 of the Town Charter.

12. Confidentiality.

Mulholland agrees to maintain the confidentiality of information obtained during the course of his employment, except as required by law or authorized by the Town Council.

13. Entire Agreement and Amendment.

This Agreement is the entire agreement between the parties and supersedes and replaces any other agreement, written or oral, relating to Mulholland's employment as Town Manager. This Agreement may be amended only by mutual written agreement of the Parties.

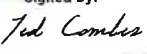
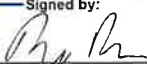
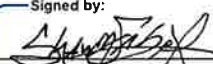
14. Jurisdiction and Venue.

The exclusive jurisdiction and venue for enforcement of, or any claim related to, this Agreement shall be the Rockingham County Superior Court.

WHEREFORE, the Parties have signed this Londonderry Town Manager's Employment Agreement, effective as of June 1, 2025.

SIGNATURES:

Town of Londonderry:

Signed by:	3/6/2025
	_____
Chad Franz, Chairman	Date
Signed by:	3/6/2025
	_____
Ted Combes, Vice-Chairman	Date
Signed by:	3/7/2025
	_____
John Farrell, Councilor	Date
Signed by:	3/6/2025
	_____
Ron Dunn, Councilor	Date
Signed by:	3/6/2025
	_____
Shawn Faber, Councilor	Date

Shaun Mulholland:

Signed by:	3/7/2025
	_____
Shaun Mulholland	Date

EXHIBIT C

Chapter I - Town Charter (Cont'd)

ARTICLE 4 - Administration of Government

Section 4.1. Town Manager

The chief administrative officer of the Town shall be the Town Manager (hereinafter called the "Manager"). The Council shall appoint a person especially qualified by experience and training, who receives the votes of at least four (4) of the Council, to be Manager. The Manager shall serve at the pleasure of the Council.

Section 4.2. Qualifications.

The Manager shall be appointed solely on the basis of qualification for that office, with special reference to education, training and previous experience in public or private office. The Manager need not be a resident of the Town or of the State of New Hampshire at the time of appointment, but may reside outside the Town while in office, only with the approval of four (4) members of the Council. The Manager shall devote full time to the office and shall not hold any other public office, elective or appointive, except as authorized by this Charter, nor engage in any other business or occupation unless with the approval of the majority of the Council.

Section 4.3. Performance Review of Manager

During the budgetary process following the first anniversary of the Manager's service to the Town and during each subsequent budgetary process, the Council shall conduct an evaluation of the Manager's performance in office. After such evaluation, The Council shall determine whether the Manager's overall performance in office has been satisfactory or unsatisfactory. The Council shall also establish the Managers compensation for the ensuing year.

Section 4.4. Reprimand or Removal From Office

The Manager may be reprimanded or removed by the affirmative vote of at least four (4) members of the Council as herein provided. At least thirty (30) days before the proposed reprimand or removal of the Manager, the Council shall adopt a resolution stating its intention to reprimand or remove him, the reasons therefor, and an effective date. A copy of the resolution shall be served forthwith on the Manager, who may, within ten (10) days, demand a public hearing, in which event the Manager shall not be reprimanded or removed until such public hearing has been held.

Upon or after passage of a resolution of intent to remove, the Council may suspend the Manager from duty, but the Manager's pay shall continue until removal. In case of such suspension, the Council shall, by an affirmative vote, appoint an Acting Manager to serve at the pleasure of the Council for not more than one hundred twenty (120) days. The action of the Council in removing the Manager shall be final.

EXHIBIT D

Londonderry Town Manager Shaun Mulholland fired

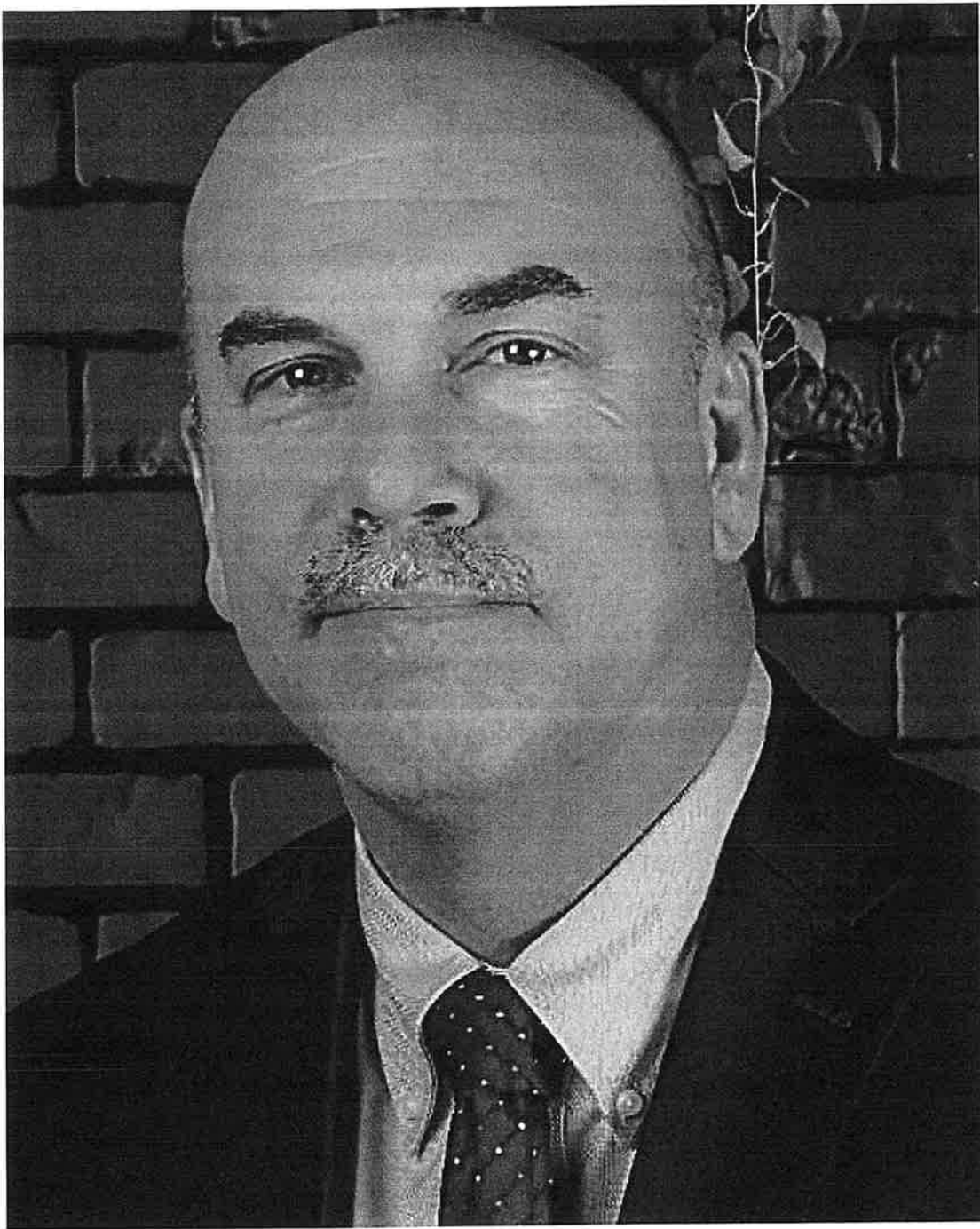
Londonderry's Town Council fired Manager Shaun Mulholland in a 3-2 vote after a months-long misconduct investigation, despite a charter dispute over the required votes.



Zachary Marano

Union Leader Staff





Shaun Mulholland Provided by the Town of Londonderry

After months of investigating, Londonderry town councilors have fired Town Manager Shaun Mulholland.

The Town Council contracted a law firm to investigate Mulholland over allegations of "serious misconduct" about five months ago. Councilors voted, 3-2, to remove Mulholland at their regular meeting Monday night.

Chair Ron Dunn claimed Mulholland defied the Town Council, disclosed documents exempt under attorney-client privilege, obstructed their investigation of him, tried to



reorganize town departments without their approval, refused to implement a higher tax credit for disabled veterans and directed the town's attorney to conduct unauthorized legal work.

Dunn did not mention the findings of their investigation of the town manager, but Vice Chair Shawn Faber added there were confidential matters involved in Mulholland's termination and said they would not be discussed during the meeting.

Mulholland left the meeting after he was removed and said he was not ready to comment on whether he plans to file a lawsuit against the town for wrongful termination.

"I need to discuss all of my options with my legal counsel first. It is premature to make a public statement of that nature," Mulholland said.

Londonderry's town charter says four councilor votes are required to remove or reprimand the town manager. However, Dunn said the Town Council can remove the manager by a simple majority of three votes at any time under state law.

The Town Council released a legal opinion provided by attorney Bill Christie in a non-public session just before the meeting. Christie is one of the attorneys with Shaheen & Gordon hired to advise officials on disputes involving the town manager and charter.

Christie said state law preempts local charters where there are inconsistencies, citing a 2010 state Supreme Court ruling in the City of Manchester v. Secretary of State.

That case involved a proposed charter amendment requiring a supermajority vote from the city's Board of Alderman to override a spending cap. The court said this conflicted with the Board's authority to adopt budgets by a simple majority vote, so state law preempted it.

Two councilors voice dissent

Councilors Dan Bouchard and Deb Paul, who often voiced their support for Mulholland, both tried to invoke councilor privilege, a procedure allowing any councilor to delay action on an item until the next Town Council meeting. Dunn said this was not an option.



Paul said she received an email Friday saying the Town Council would meet with legal counsel before Monday's meeting. She said she emailed Dunn twice over the weekend asking about the subject of the meeting and received no answers.

"I was ill-prepared for the meeting with the attorney, not knowing what it was about," Paul said. "I need time to digest this. I feel it was rammed down our throats at 5:30 tonight, and I don't think it's fair to the residents of this town. So, I also feel councilor privilege should be invoked."

"Due to it being a personnel matter, I don't believe the privilege applies," Dunn said.

Dunn, Faber and Councilor Ted Combes voted to remove Mulholland, with Bouchard and Paul opposed. Paul said she thought firing Mulholland was illegal.

Police chief named acting town manager

The Town Council then voted 3-2 to name Kim Bernard as acting town manager for 120 days. Bernard previously served in that capacity after Michael Malaguti resigned in late 2024 and before Mulholland started in June 2025.

Bernard is also the town's police chief and will continue filling that role while acting as town manager. He was not immediately available for comment.

Bouchard said he believes Dunn, Faber and Combes "orchestrated" Bernard's appointment, saying all parties moved quickly to appoint him acting town manager after receiving Christie's opinion just before the meeting.

"I feel there were other people on the council who were totally aware of this. You were very prepared for this," Bouchard said. "You wanted to get Mr. Bernard in here as acting town manager. I don't agree with it. I think this town deserves somebody who is well-educated and knows (state law) and knows how to handle municipal issues."

Town residents mostly responded negatively to the decision to fire Mulholland during public comment periods at the meeting.

"I am so angry that we lost a qualified man who was running this town with understanding, experience (and) knowledge. We are going to be so hard up to find anybody willing to come back to this place and try another run at this," said Beth Marrocco, vice chair of the Leach Library Board of Trustees.



Representatives of the town are scheduled to appear in Rockingham Superior Court on Thursday. Paul's husband, Chris Paul, is suing the town for failing to disclose findings from the investigation into Mulholland to him, which he alleges violates state public transparency laws.

zmarano@unionleader.com



Zachary Marano

Union Leader Staff

Reporter Zachary Marano can be reached at zmarano@unionleader.com

STORY TAGS

Londonderry



EXHIBIT E



CHARTER

of the

TOWN OF LONDONDERRY,

New Hampshire

Adopted by Town Meeting on March 12, 1996

Effective July 1, 1996

CHARTER COMMISSION:

William J. Foley, Chair
Cynthia Rice-Conley, Vice Chair
Edward D. Brueggemann, Secretary

Robert E. Carr
Perry P. Craver, Jr.
Kenneth J. Hajjar

Betsy McKinney
Mark Oswald
Arthur E. Rugg

(f) **Council Objection.** On the first occasion that the question on adoption of shall join in the objection, such postponement shall be until the next regular meeting. This procedure shall not be used more than once for any agenda item. Any item once postponed shall not be further postponed under this section. The Council objection privilege is not available with respect to the emergency ordinance.

§2.13 (reserved)

§2.14 **Ordinances in General**

(a) **Form.** Every proposed ordinance of the Council shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject, which shall be clearly expressed in its title. Each ordinance shall be identified by a number and a short title. The enacting clause shall be "The Town of Londonderry ordains...". Any ordinance which repeals or amends an existing ordinance shall set out in full the ordinance, sections or subsections to be repealed or amended, and shall indicate matter to be omitted by enclosing it in brackets or by strikeout type, and shall indicate new matter by underscoring or by italics.

(b) **Procedure.** An ordinance may be introduced by any member at any regular or special meeting of the Council. Upon introduction of any ordinance, the Clerk shall distribute a copy to each Councilor and to the Manager, shall file a reasonable number of copies in the office of the Clerk and shall post a copy in such other public places as the Council may designate.

After passage of the ordinance's first reading, it shall be published at least once together with a notice of the time and place when and where it will be given a public hearing and be considered for final passage. The first such publication shall precede the date of said hearing by at least five (5) working days. Publication for purposes of this section shall mean the publication of a notice in any paper distributed in the Town of Londonderry, stating the number and title of the ordinance and either the text of the ordinance in full or if the full text is not published, then a brief explanation of the purpose of the ordinance and information as to where and when any interested person may obtain a copy of the complete ordinance.

(c) **Effective Date.** Every ordinance, including zoning ordinances, adopted by referendum, shall take effect upon passage and publication as ordinances required by law, or at a later date as specified in the ordinance. No ordinance shall be introduced and adopted during the same meeting.