

Shaun Mulholland Response to the Attorney Vrontas report dated October 13, 2026

This document is in response to the investigative report filed by Attorney Chris Vrontas regarding the commonly referred to Second Investigation of the Town Manager.

Second Investigation

When I look at the findings of both the first and the second investigations I see some distinct differences. The investigation conducted by Attorney Eric Maher under the direction of Attorney Elizabeth Bailey was conducted in a quite different manner. Attorney Maher notified me that there was a complaint and that he was investigating the complaint. He requested my assistance in notifying employees that they would be asked to participate in the process. I notified the specified employees and directed them to participate in the process.

The Town Council has the authority as laid out in the Town Charter to conduct such investigations. That is the Town Council acting as a body, not an individual Councilor, spending public funds to initiate such an investigation. The complaint was received in January and the investigation launched shortly thereafter. I notified Chairman Ron Dunn that the Council has to vote to initiate such an investigation in accordance with the Town Charter. The Council must act as a body. This is clear in the Charter as well as State Law.

The Council did not vote to conduct this first investigation or to expend funds for this investigation. When I brought this to Chairman Dunn attention, I advised him of the steps that needed to be taken to at least correct the action that was taken illegally and legitimize the investigation moving forward. Chairman Dunn consulted with Attorney Bailey and agreed to bring the matter before the Town Council in non-public session and for the Council vote to approve conducting the investigation. The Council met in non-public session on April 20, 2026, to take that action. Those minutes are sealed. Presumably they did vote to conduct the investigation.

This legitimized the conduct of the investigation at least from April 20, 2026, moving forward. However, as we can see from the investigative report filed by Attorney Maher the investigation was mostly complete other than interviewing Councilor Bouchard and myself.

Just before the Council went into non-public session on April 20, 2026, I asked Chairman Dunn if he would like a copy of the non-public minutes template for the meeting that he would need to complete. Normally I would generate the non-public minutes utilizing this template except for obvious reasons I would not be in the non-public session. Chairman Dunn stated, yes and asked if I could provide him with two paper copies. At the time I did not know why, however that became clear from Chairman Dunn's email that I later received on May 18, 2026. In that email Chairman Dunn stated that the Council voted on April 20, 2026, to conduct what is commonly referred to as the second investigation that was to be conducted by Attorney Chris Vrontas.

It is unclear as to why the Council chose to contract with a separate law firm to conduct a second investigation that involved most of the same employees and involved most of the same anonymous allegations. Both anonymous complaints have similar word usage. It is unclear whether the complainant is the same person. The first investigation was still ongoing when the second investigation was initiated.

In March of 2026 at the direction of the Town Council an RFQ process was initiated to select a law firm or firms to represent the Town on legal matters. The Town received proposals from three firms.

- Sheehan & Phinney that presently provides general legal counsel services that are primarily provided by Attorney Elizabeth Bailey and Attorney Megan Carrier.
- Drummond & Woodsum presently provides limited legal services to the Library Board of Trustees and code enforcement legal services.
- Upton and Hatfield which does not provide legal services to the Town at present.

All three firms provide legal services for a number of municipalities and have experience in the specialized area of municipal law. Additionally, all three firms have lawyers that have experience in municipal labor law.

Councilor Paul requested that we look at a broader list and solicit other firms that might provide this service. She provided me with a list of firms and asked questions about a number of them. She further inquired about some of those firms. The Mitchell Group in Laconia focuses exclusively on municipal law. She also asked about the Vrontas, Chadler and Ayer firm. I told her the Mitchell Group does have considerable experience in municipal law and represents a large number of municipalities however they did not submit a proposal. The Vrontas, Chandler and Ayer firm does not appear to have any municipal law experience and also did not submit a proposal.

The Council ultimately did not take any action on the proposals that were submitted. In July of 2026, the Council approved the engagement letter with Sheehan & Phinney to provide general legal services to the Town. Attorney Bailey advised the Town Council that it should obtain other legal counsel involving matters between the Town Manager and the Town Council. She stated her firm felt that they should no longer be involved in those matters and that the Town Council should obtain other legal counsel so that they had confidence in the advice they were provided.

The Council approved an engagement letter with Shaheen & Gordon law firm for specific legal counsel to advise the Town Council on matters involving the Town Manager. This engagement letter was approved retroactively back to June 15. Chairman Dunn and Councilor Faber had engaged with the law firm of Shaheen & Gordon and incurred cost prior to the Town Council voting to approve to expend funds to retain this firm. I discussed this with Chairman Dunn and Councilor Faber.

I advised them that when they vote to approve the engagement letter, they should at least make it retroactive to the date they engaged the firm of Shaheen & Gordon and began to expend public funds. This does not legitimize the action, however at least will allow us to pay the firm for that period of time which we would otherwise be liable to pay. There is a repeated pattern of unilateral action by Chairman Dunn of expending funds and taking action without the approval of the Town Council. The Charter and State Law are clear that the Council must act as a body. No individual Councilor has the authority to enter into agreements, expend public funds or take any other action on behalf of the Council without approval of the Town Council acting as a body.

Shaheen & Gordon did not submit a proposal in the March 2026 RFQ process. It does not appear that this firm has any municipal law experience or municipal labor law experience. Attorney William (Bill) Christie was the attorney assigned to provide this service from Shaheen & Gordon.

When I look at the manner in which the first and second investigations were conducted there are some distinct differences. The interviews conducted by Attorney Maher were audio recorded other than one exception due to a technical problem with the interview with GIS Coordinator Mike Bazegian. The

interviews conducted by Attorney Vrontas were not recorded except for the interview he conducted with me. This interview was recorded because I had my own recorder and insisted that it be recorded.

When I told Attorney Vrontas that I was going to record the interview he pulled out his own recorder to record the interview as well. He clearly had the ability to record the interviews but for some reason did not record the interviews with other employees. In the recorded interview that I participated in with Attorney Vrontas and his paralegal Allison, he stated several times he understood the importance of context in the questions and the answers. This is why recording the interviews is critically important.

The recording of these types of interviews is common especially due to the length of the interviews and the context of the questions asked. My interview alone was just over 5 hours at the point where it was cut off and never finished. The ability to remember what specifically was said and the context in which it was said is particularly important, especially with what is at stake in this matter. We do not have recordings of the interviews with the other people interviewed by Attorney Vrontas to understand the context of the questions asked and the answers provided.

We do not have the ability to listen to all of the questions asked and the full responses actually provided. We only have Attorney Vrontas recollection and the notes he generated during these interviews. I do not know how many of these interviews that Allison or others participated in.

I was advised of the first investigation by the investigator Attorney Maher. Although the Town Council never provided any document to provide to the staff that there was a complaint, the Council has initiated an investigation regarding that complaint and that they were being asked to cooperate with the investigation. The notice and request by Attorney Maher allowed me to notify the staff that there was an investigation being conducted and the specific staff who would be interviewed were notified and directed to participate.

The second investigation was handled very differently. This investigation began secretly without any formal notice. When Deputy Town Manager Kellie Caron was contacted by Attorney Vrontas she came to me on May 13, 2026, and asked if I was aware of who and why Attorney Vrontas was asking to meet with her per the request of Chairman Ron Dunn regarding the Town Manager.

This did not make any sense to me for a number of reasons.

- There was an investigation that was presently under investigation which was being conducted by Attorney Maher of the law firm of Donohue, Tucker and Ciandella. Attorney Vrontas is not a member of that firm.
- I was never notified of any other investigation as I was cooperating in the investigation being conducted by Attorney Maher.
- There was no indication of any action by the Town Council that any other investigation was approved by the Council. This is especially important in light of the way the first investigation was initiated and how it was corrected.
- The expectation that staff were to discuss personnel matters, especially about the Town Manager without official notice that an investigation had been approved, was highly inappropriate.

Kellie asked what she should do? I told her not to do anything until we found out what was going on. I told her this sounds like a scam. We both wondered if other employees had been contacted. I sent an email out this same day to department heads notifying them of this. I blind copied the members of the Town Council on this email. I did this in light of my prior experience with Chairman Dunn taking unilateral action that could only be legally conducting by the Town Council acting as a body.

I did not receive any response from Chairman Dunn until 5 days later on May 18, 2026. In that email Chairman Dunn stated the Town Council had approved an investigation on April 20, 2026, and directed me to send a corrected email to the department heads notifying them that there was investigation and that they were expected to cooperate with that investigation. Further, that I was to cooperate with the investigation and preserve documents related to that investigation. I forwarded that email to department heads and stated that I would cooperate with the investigation.

I also asked him about what records I needed to preserve as his email did not specify which records. His email did not specify what the investigation was about. I also inquired with Chairman Dunn that shouldn't the staff preserve any relevant documents that they might have. We would need to at least have some idea of what this investigation was about to determine what documents that would need to be preserved. Chairman Dunn never responded to the questions I asked.

Several days later (after May 18, 2026, email possibly May 22, 2026) I received a call from Attorney Bailey. She stated Chairman Dunn was also conferenced in this call. She confirmed that there was an investigation being conducted by the Town Council involving a complaint against the Town Manager. She suggested that it would make sense to have HR Director Tara Koza be the point person to coordinate interviews and assist Attorney Vrontas with logistics regarding the investigation and wanted to know if I agreed. I said that this made a lot of sense. I subsequently issued a directive to Tara to provide that assistance.

The report completed by Attorney Maher is fact based on the information contained within his report. The report by Attorney Vrontas draws conclusions that add to his personal view. I am troubled that he includes certain information in his report and excludes relevant information that was part of my interview that sheds a different light on the issues. I find it concerning that he completed his report without finishing his interview with me. Further, he does not have the supporting document that I advised him of which corroborate what I have been saying. I was not able to forward the list of documents that I referred to in the interview.

The interview was interrupted just after 6 pm on Sept. 21 by Chairman Dunn. Chairman Dunn brought me into the conference room where he, Councilor Faber and Attorney Bill Christie offered to pay out the remainder of my contract through 2028 if I would resign. I told them that I would not accept that offer. They did not provide a written offer and told me they needed an answer now because they planned to terminate my employment at the beginning of the Council meeting 45 minutes from now at 7 pm.

They told me the termination would be for cause but would not provide the reasons why. Attorney Christie told me that I would not be entitled to a public hearing or any other due process provisions that are in the Charter or my employment agreement. He further stated that he was an attorney and that I should consider his advice because this offer was in my best interest.

Chairman Dunn walked with me to my office where I logged out of my computer and turned over my keys. At that point I no longer had access to the files containing the documents that I stated I would provide to Attorney Vrontas. It appears from his report that after my departure he still has not been provided with those documents.

Attorney Vrontas makes statements regarding "probable cause" and "it appears". What does that mean? Either there is a finding on the issue or there isn't. He makes these assertions throughout the report. Probably because it is the standard to arrest someone. It is not the standard to convict the person. That is a much higher standard, proof beyond a reasonable doubt.

On page 18 of the report Attorney Vrontas states, "told multiple employees their role was advisory only". Where did he get this from? Which employee or employees stated this? His report does not say.

On page 19 of the report Attorney Vrontas states, “ ... another described him as ‘dishonest, unprofessional and unfair’”. Which employee said this? His report does not say.

On page 20 Attorney Vrontas references Chief Bernard’s concern that the new fire chief is paid at the same rate he is. Chief Bernard claimed that he had more time in service. Chief Bernard also receives an \$8,000 annual stipend from the airport as part of the contract with the airport. Fire Chief Young has more time in service as a fire chief than Chief Bernard does as a police chief. Additionally, Chief Young has a college degree and is finishing his master’s degree. Chief Bernard does not have any college degrees. Attorney Vrontas does not include any of that information in his report.

Hindering Investigations Allegations

Attorney Vrontas makes several findings that I interfered with the investigations. His report leaves out vital information that I provided in my interview with him and makes assertions that are without basis.

Several employees came to me to discuss their concerns regarding the investigation. The important part of this that Attorney Vrontas did not put in his reports was that the employees came to me. They initiated the discussion; I did not reach out to them.

- **Tanya Pinter approached me and stated she felt uncomfortable regarding how she was asked to meet with Attorney Vrontas and not notify me that she was doing so.** She was somehow supposed to either leave work or not show up for work to meet him without me knowing. She did not feel comfortable lying to me and saying she was sick or had some other reason not to be at work. Part of her job is answering the phones and greeting people when they come to the Town Manager’s Office. I answer the phone and cover the front desk when she is not at her desk. She also stated that she did not like how she was being treated by Attorney Vrontas. She stated she felt like she was being interrogated. She stated this is all BS. She stated the interview was not recorded.
- Tara Koza approached me and stated she felt that she was being interrogated as well especially in when she was questioned a second time when they asked her the same questions again and appeared to be looking for her to change her answers. She stated that she did not wish to meet with them again. She stated there is nothing here and that I did not have to worry about this.
- Tara came to me sometime after the first time she approached me and stated she needed some guidance as to what she should do. She stated she was asked to spend a number of additional days with Attorney Vrontas and assist them with this investigation. At that time the HR department was handling a large volume of work that required Tara’s attention. She also stated that Attorney Vrontas wanted access to all of the Town’s emails, however the request was less than clear. I asked her where they looking to penetrate our firewall and tunnel into our email and other documents remotely.

She did not know. I stated that would be a problem. Allowing someone from outside to gain access to our systems is problematic for security reasons. Additionally, these requests would likely require pulling our limited personnel resources from other critical tasks to accomplish this. We would need to supplement our staff with outside support to offset what was being requested of us at least for a brief period of time presumably. I told Tara this type of request goes beyond the scope of the directive I gave to her to assist Attorney Vrontas. I told her I would reach out to Chairman Dunn to get further clarification.

- I called Chairman Dunn on the phone. He stated he was unaware of the request and the scope of what was being requested. He stated he had not been in contact with Attorney Vrontas for some time. I told him that we would cooperate with the request when clarity was provided of what was being

asked. We may need to supplement staff with outside staff support to allow other day-to-day operations and critical tasks to be completed. Chairman Dunn stated he would get back to me. Chairman Dunn never did get back in contact with me on this request nor did anyone else involved in this investigation. See email from me to Attorney Bailey and Tara (Page 369 of Vrontas report)

- I notified Cyber Services Director Jeremy Spaulding of the situation. He was concerned about any outside entity breaching our firewall and accessing our systems. He also stated if they were just looking for pdfs of emails that would be a manageable task.
- Neither Jeremy nor Tara had received any request or clarification of the initial request prior to me going on vacation. I told both of them, if they are just looking for pdfs of emails that they should provide those to Attorney Vrontas. Jeremy asked if they should have portions redacted. I said no, the attorney was contracted by the Town and that he should provide the unredacted documents. I stated we would likely receive the clarification while I was away on vacation. Tara was the acting Town Manager in my absence.
- Dave Wholley came to me and stated he was asked to meet with Attorney Vrontas for an interview. Again, I did not approach him, he approached me. He stated that he did not want to be involved in this and did not want to go to the interview. I told him that he had to go to the interview and that I was directing him to do so.
- Dave came to me sometime after his interview with Attorney Vrontas and stated I need to tell you something about the interview. I told him we can't discuss what was asked or said in his interview. He said this was not relevant to the investigation. He continued and stated something to the effect I was asked is there anything you do not like about this guy (referring to me). Dave stated something to the effect. Yeah, I do have an issue. He wears a tie on Fridays. No one wears a tie on Fridays. We both laughed.

In each of these interactions the employee approached me, I did not approach them. Equally important, none of them discussed the questions they were asked, the answers they gave or said anything about the allegations that they might have been told about. Attorney Vrontas glosses over and does not believe that I did not approach the employees. He speculates in his report that I solicited information from these employees. Attorney Vrontas provides no evidence that this is the case. There is no indication he reached back to these employees and asked them questions to determine that.

Why didn't he do that? Instead, he makes assertions in his report instead. After I was terminated on September 21, he had a chance to ask questions of those employees to verify this and determine whether these discussions actually tainted or in any way interfered in the investigation. Attorney Vrontas provides no evidence that the interactions listed above actually influenced the investigations. He makes assertions instead.

I asked Chairman Dunn to obtain the legal invoices from Attorney Vrontas regarding legal expenses for the months of April, May and June 2026. We needed to close out the FY2026 budget year which ended at the end of June. Chairman Dunn stated he would do so. Chairman Dunn did not get back to me on this, so I asked him again to make the request. Chairman Dunn never got back to me after the second request. I asked Comptroller Sarah Lee to reach out to Attorney Vrontas directly to obtain those invoices. We never received the invoices we requested. We had to close out the FY2026 budget at the end of August 2026. Unfortunately, these expenses which should have been charged to the FY2026 budget would now have to be charged to the FY2027 budget that began on July 1, 2026.

Attorney Vrontas made a different assertion. He believes without any supporting evidence that I was seeking these legal invoices to find out information regarding the conduct of the investigation. He did not include any of my explanation in his report of why we were seeking the legal bills.

Attorney Vrontas makes the assertion that I knew about the second investigation, the investigation he was conducting prior to him contacting Kellie Caron. If we look at the context in which that occurred a different rational explanation emerges.

During this time an investigation is underway by Attorney Maher regarding a complaint about the Town Manager. I am aware of this on May 13, 2026, when Kellie comes into my office seeking guidance as to how to respond to Attorney Vrontas's request for an interview. Attorney Maher has conducted two investigations that the Town has contracted to conduct. The first was the complaint filed by former Town Councilor John Farrell regarding Deb Paul just prior to me starting employment with the Town that was determined to be unfounded by Attorney Maher.

No notice of Vrontas investigation was provided as was the case in both of Attorney Maher's investigations. There was no engagement letter on file contracting with Vrontas, Chandler and Ayers firm to provide services. I later had to tell Chairman Dunn that he needed to obtain a letter of engagement which he later did and has portions redacted within it as to what tasks he was to perform.

Somehow, I was supposed to come to the conclusion that the second non-public session with sealed minutes that I do not have access to resulted in a vote by the Town Council to engage Attorney Vrontas in an investigation involving me. One has to wonder why the Town Council did not issue a letter signed by the Council that Attorney Vrontas could have provided to those employees he intended to interview that there was a legitimate investigation authorized by the Town Council, that he was engaged to conduct that investigation and requesting or directing their cooperation/participation in accordance with the Town Charter.

See the email thread between Dave Wholley and I on May 15, 2026, (Page 353 of the Vrontas report). In that email I respond to Dave's question by saying staff should not participate in any discussions without direction from me **or a signed document from the Town Council**. Attorney Vrontas does not reference the phrase that is bold in this report. Instead, he asserts that I attempted to interfere in the investigation and to disrupt the investigation.

Chairman Dunn and Attorney Vrontas apparently believed that they could somehow keep this investigation secret and did not contemplate that the approach they used would not create questions and uncertainty with staff. This seems rather unrealistic as it turned out to be. It is unclear what level of experience Attorney Vrontas has with similar investigations, especially in a municipal setting where transparency is a significant factor unlike a private sector work environment.

Attorney Vrontas asserts that I have intimidated employees but does not provide any testimony from employees that they felt they were bullied or intimidated. In fact, the evidence from employee testimony in both reports, particularly the first investigation indicates the contrary. Employees can and did provide opposing viewpoints on several of those situations, I changed the direction I was going in on several of these issues. He provides no actual employee testimony that they felt I intimidated or bullied them.

Merit Increase regarding Chief Kim Bernard

Attorney Vrontas refers to that merit increase I provided to Chief Bernard as "fake" in his words. When I look at the section of the report where he makes this statement, I find a lack of supporting information for this assertion. I showed Attorney Vrontas a copy of the Chief's most recent personnel evaluation that I completed of his performance. The evaluation was a positive performance evaluation after which I issued the full merit increase to Chief Bernard in which he would be entitled to.

The evaluation was completed based upon the Chief's performance as police chief. We use the job description of the position as well as the goals, objectives and tasks for the evaluation period. The evaluation I completed regarding the Chief's performance was not fake. It was appropriate as it relates to his performance as the police chief. Londonderry has a very high performing police department. The Chief's leadership of the department is noteworthy and deserving of the full merit increase that he was provided.

The spike in traffic accidents involving police officers is something I needed to address. One accident in particular (referred to by Attorney Vrontas) I asked the Chief to take a closer look at and the determination of the cause of that accident which indicated the person who was hit from behind by a police cruiser that was operating above the speed limit responding to a call without emergency lights or sirens activated. The Chief did that and took the necessary corrective action involving that officer.

There is no secret that there have been disagreements between Chief Bernard and me. When you complete a personnel evaluation, you review the performance of the employee over the entire evaluation period. You focus on what their job function is and what was expected of them. You do not focus on areas you disagree with. You do not hold that against the employee. There are situations in which the employee should have done things differently or could have done them better. You take those situations and you put them in the context of the employee's overall performance over the full evaluation period. You focus on those things they have done well, and you address areas they need to work on.

Chief Bernard has performed very well as police chief. I will repeat what I have said to him and to others, that Chief Bernard is a very good police chief. He performed above expectations and that shows in the level of performance of our police department.

Attorney Vrontas never asked what factors I used to determine Chief Bernard's performance or why I issued the full merit increase. There is no indication that he spoke with anyone else or obtained any documents that would indicate how the evaluation was created or anything to refute the evaluation and merit increase. It does not appear that he examined how evaluations of other employees were conducted, some of whom did not receive a full merit increase. It appears that he simply jumped to a convenient conclusion that fit a narrative that it was fake and served my needs to cover my tracks that would refute allegations of bullying and retribution.

Complaint regarding Councilor Bouchard

Attorney Vrontas makes reference to a complaint filed against Councilor Bouchard in the context of the MFR I submitted to the Town Council regarding the Charter violation committed by Councilor Combes. He infers that I treated Councilor Bouchard differently as he is perceived as a supportive of my cause as opposed to Councilor Combes who is on the other side of the two factions within the Council.

- The complaint against Councilor Bouchard that Attorney Vrontas is referring to is not the same complaint that Attorney Maher was investigating which is discussed in Attorney Mahers report.
- This complaint against Councilor Bouchard was not related to his functions as a Town Councilor. They were related to the business he operates. They did not involve violations of the Town Charter.
- When I received this report, I followed the process that is detailed in the Complaints & Investigations Policy, ADM-126. I notified the police chief and we both agreed this matter should be forwarded to the Attorney General's as the police department would have a conflict. The police department took an initial report, and the matter was turned over to the AG to take any action they deemed

appropriate. I notified the members of the Town Council including Councilor Bouchard as to the actions I had taken.

- The situation involving Councilor Combes involved his actions as a Town Councilor. They involved violations of the Town Charter. The Council cannot discuss matters involving members of the Town Council in non-public session. It has to be done in public. That is why I presented it to the Town Council in public session.
- See subsection of NH RSA 91-A:3(c) *Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.*

Attorney Vrontas chose not to put any of this information in his report. These are particularly important distinctions. I never stated to Attorney Vrontas that I wanted to “surprise” the Town Council. That is an assertion that he makes.

Public Safety IT Coordinator Position (Tom Roy)

When I first came to Londonderry I reviewed the various operations of the Town. I looked for areas that presented various levels of risk. The situation involving fire dispatch was one of these high-risk issues. I also looked at where efficiencies could be made and how I could maximize resources. One of those areas is the IT function. The Town had three people performing IT functions. One was an employee, the Public Safety IT Coordinator in the police department (Tom Roy). The other two were contracted through an LLC.

These two people were in essence employees under a contract. This situation was in direct violation of IRS regulations and did not meet the multi part test under federal or state labor law that would allow them to qualify as contractors. They were in essence employees and needed to be retained as such. This issue was identified before I began working for the Town. Former Town Manager Mike Malaguti and Tara identified this issue prior to my arrival. They began the process to address the issue which stopped when Mike left employment with the Town.

I worked with Tara and made the changes necessary to end the contract with the LLC owned by Tom Hodge (one of the two contracted IT staff). We began the hiring process for the Cyber Services Director (Jeremy Spaulding was hired to fill this position) and subsequently the Systems Administrator position (Tom Hodge was later hired to fill this position).

The Town’s IT situation was not where it needed to be. We were behind where we needed to be for a municipality of our size to provide modern efficient services. Limited staffing and lack of adequate financial investment in software were apparent as the primary reason. Additional staffing for the IT function was not a realistic possibility in the present budget nor was it likely to be added to the FY 2027 budget due to competing resource priorities that I identified in other departments/functional areas of the Town.

I developed a plan to make the most of the IT personnel resources existing. The Public Safety IT Coordinator in the police department provided services to that one department and not the rest of the Town. One department had the dedicated resources of one full-time person while the other departments of the Town had to share the other two positions. My plan was to aggregate those resources under the Cyber Services Director. The Public Safety IT Coordinator would answer to the CS Director. This would allow IT resources to be directed as needed to address priorities.

The plan was to keep the Public Safety IT Coordinator in the PD budget, and the person would remain housed in the police station. This position would primarily serve the needs of the PD and assist with the needs of the fire department and back up the other two positions as needed, covering the rest of the Town.

I articulated this during the FY2027 budget process in November and December of 2025 when we were working through the budget. There are video recordings of these budget meetings with the Town Council and Budget Committee in which I state the plan and that the funds for the Public Safety IT Coordinator would remain in the PD budget and would not be transferred to the Cyber Services budget. Attorney Vrontas makes an assertion to the contrary that I planned to transfer these funds to the Cyber Services budget however he provides no evidence as to how he came to this assertion.

Chief Bernard asked if I would meet with Tom Roy to discuss his interest in the CS Director position. The Chief coordinated the meeting in his conference room in the PD. I met with Tom Roy and outlined my vision of the position and what the IT function would become. I felt that he was a strong candidate and had a very good chance of being selected for the position. Tom asked a number of questions and stated that he was interested in the position. I received an email from Tom stating that he spoke with his wife and that he was interested in the position.

That he wanted to wait to discuss this with the Chief and Deputy Chief when they returned from the conference. Tom subsequently provided feedback on a google questionnaire document that Systems Engineering provided to get an assessment of what the Town's IT infrastructure was at present. System Engineering provided a technical advisor to assist us with interviewing candidates for the position.

Tom Roy never submitted an application for the position. I never heard back from him again regarding the position. I asked the Chief about this. He stated that Tom told him that he did not like the direction the IT function was going in and was not interested in the position. He subsequently hired Jeremy Spaulding as the CS Director, and he began employment in February 2026. I have discussed with Jeremy my plans to aggregate the IT personnel resources under the CS Director. We both agreed that Jeremy had just started and it would be some time before he was in a position to begin such a transition.

Tom Roy submitted his resignation at the beginning of April. He began working for a bank in Maine close to where he lives. At this time, he was on terminal leave using up his leave time that would end during the first week of May 2026. We began the hiring process to hire someone to fill this position. A number of candidates were selected for interviews. Tom Roy agreed to assist the PD with those interviews that had already been scheduled. Sometime around the end of April Tom met with the Chief and expressed his interest in coming back to work for the Town in his old position.

The Chief came to me and told me that Tom was thinking about coming back but had not confirmed it yet. I asked the Chief what has changed? Why does he want to come back? He is aware of the plan and that plan has not changed. The Chief stated that the job with the bank was not what he thought it would be. He had only moved recently, within the last couple of months to Maine on a permanent basis from his residence in NH. I asked the Chief if he was aware of Tom seeking other employment other than the bank. The Chief stated he was unaware that Tom sought other employment. I asked the Chief to check with him on that. The Chief later did and confirmed that Tom had applied for the IT Director position in Bedford NH.

I told the Chief that I wanted to meet with Tom to discuss why he wanted to come back first. The Chief agreed and stated he would set up the meeting. The Chief copied me on a subsequent email replying to an email from Tom that he was rescinding his letter of resignation that the Chief originally accepted. My response to the Chief is documented by email to him. The Chief also relayed to me that Tom proposed to work from home four days per week remotely and that he asked for an increase in pay.

There was another employee in the department who had been and would continue to assist with hands on work that needed to occur when Tom was working remote. See the memorandum from Tara on page 364 of the Vrontas report. Attorney Vrontas does not discuss this document from Tara in his report; he adds it as an addendum. He also does not provide any discussion or make any reference in his report of my statements to this effect that occurred in my interview.

Chief Bernard was out of the office and Deputy Chief Breen coordinated the meeting. Tom's father-in-law passed away at the end of April. He told DC Breen that he would make arrangements to come. I suggest that the meeting be delayed until the week after, which would give him time to be with his family. DC Breen replied back and stated that Tom would be in the day after the funeral.

The meeting occurred in the conference room at Town Hall. I asked Tom what had changed and why he wanted to come back. He stated his situation had changed and wanted to come back. I reiterated the plan for the IT function moving forward and how this would impact this position. I also said that there was not a date certain when the transition would occur. I stated that Jeremy was still new in his position and not in a position to begin the transition. He had only been on the job for over two months, and it would be some time before the transition would occur that I could not confirm when.

I urged him to reach out to Jeremy to discuss that further with him. See the memorandum from Tara Koza on page 364. I explained this to Attorney Vrontas in my interview however he did not include my statements in his report.

I told Tom that it was not practical for him to work remotely as he would be needed on premise to assist staff within the FD and back up the rest of the IT needs for the Town. I also said department heads determine when their employees can work remote however this was not practical for this position. I had discussed this issue with Jeremy who agreed that it would not be practical for him to work remotely on a consistent basis.

Tom stated that this would create hardship for him. I told him that I understood that. DC Breen asked when Tom needed to get back to me if he still wanted to return to his job. I told DC Breen in the meeting that Tom did not need to get back to me. That he already provided his intent to come back to work next week and that my expectation was that he would return to work next week unless he chose not to. Tom subsequently decided that he would not return to his position and submitted an email to that effect.

I felt it was necessary to make clear what the expectations would be as the position transitioned into the new IT (Cyber Services) operation. It would have been unfair for Tom to come back and not have an understanding of the change that would occur.

Subsequently, the PS IT Coordinator position was filled by another person who works on premises at the PD five days per week and the planned transition for that position occurred on August 10, 2026, in accordance with the transition plan proposed by Jeremy. The job description was changed to reflect the transition and was in the process of approval after meeting and conferring with the union. This resulted in the unfair labor practice that is discussed in the letter and as I discuss further in this response memo.

Attorney Vrontas draws his own assertion that the purpose of the meeting was to push Tom out.

That is not the case. He does not identify anyone involved in this matter who made a statement to that effect in his report. There is no rationale motivation for me to push him out. He had a solid reputation for performing well in the PD from PD staff. When Tom provided contract services for the rest of the Town in the past. No one on staff had anything negative to say about his performance when he was doing that.

I subsequently (after his May departure date) signed a contract for him to provide contracted services to the PD. Attorney Vrontas references this and states this was done because the PD needed him. That is

very true. We do not have sufficient IT personnel resources and the person who replaced Tom was still new to the position. Unfortunately, we did lose a good employee, Tom Roy. However, the operational needs of the Town have to take priority. I could not agree to allowing him to work remote four days per week based on the operational needs of the Town.

There are repeated examples in the report submitted by Attorney Maher and the report submitted by Attorney Vrontas that staff members have disagreed with me on different matters. None of them felt they were retaliated against for expressing a different opinion or disagreeing with me. That is other than possibly Chief Bernard although no example of retaliation was actually provided in either report.

Personal Conflict Allegations

Attorney Vrontas states in this report that I admitted that this was personal from my perspective and that I should have recused myself in various parts of this report. He states that I was conducting my own investigation. What he did not say, and he did not ask about is how and why I collected various documents. It is personal in that the complaints are against me. My interactions with staff by their very nature include documents and emails. In those circumstances I documented those interactions either with relevant documents and/or emails.

That information is retained in our various electronic systems. This is commonly done in all of our interactions and particularly so in the political environment in Londonderry. We have deep factions on the Town Council. We have illegal actions that have occurred in the past and continue. It is rather apparent that some members of the Town Council do not want me to be serving as the Town Manager. It is prudent for me to retain the relevant documents for the relevant actions that a portion of the Town Council took in terminating my employment. That is vastly different than me conducting my own investigation to somehow subvert or undermine the two Town Council investigations that were underway. See the definition of Personal Interest below,

ADM-108 Ethics Policy

3.6 Personal Interest; Any direct non-financial benefit or personal interest in the outcome of a matter that could influence an employee's official actions. Examples include family, employment, or business relationships that could bias decision-making against the public interest.

Personal interest relates to a matter that could influence an employee's official actions. Such as matters that would involve a member of one's family in a matter involving the Town, employment matters such as hiring or firing someone or business relationships that could bias decision making. This does not prevent the Town Manager or any other employee from retaining documentation to support the actions they have taken.

The example of the unfair labor practice filed by the police supervisory union was referenced by Attorney Vrontas as a personal conflict. Attorney Bailey of Sheehan & Phinney served as general legal counsel for the town for many years. The Town Council reaffirmed this with the approval of the July 2026 engagement letter they approved. The section of the Town Charter articulates the how Town legal counsel is engaged.

§4.03 Town Attorney: The Council shall engage as needed such attorneys as are deemed in the best interest of the town to provide legal advice to the Council, Manager, town departments, and other or agencies and represent the Town in any legal proceeding, criminal prosecutions, and traffic violations.

Such attorneys shall, on Council direction, perform any other duties prescribed by this Charter or by ordinance.

Attorney Bailey specializes in municipal labor law. Sections §3.04, §4.01 §4.02 of the Town Charter articulate the authority and responsibility of the Town Manager regarding personnel matters. There are no provisions in the Town Charter that require the Town Manager assistance from the Town's general legal counsel to represent the Town or seek advise on legal matters.

I received an email from Attorney Bill Christie regarding his interpretation of the Charter provisions in this regard and that he felt that only the Town Council could approve in each instance when the Town Manager needed to use legal counsel. I emailed him back and stated I had questions about his interpretation. He agreed to speak with me. I proposed several dates/times for a phone conversation. He stated he would be on vacation during those periods. I proposed new dates/times. He never responded back to me again regarding my request.

Attorney Christie in his response to the Londonderry Times right to know litigation case regarding the release of the investigative reports in late September that one of the reasons constituting cause for the termination of the Town Manager was a failure to comply with protocols regarding use of legal counsel. I have never been provided with any such legal protocol from the Town Council.

- When did the Town Council vote to issue a protocol regarding the Town Manager's use of legal counsel?
- What does the protocol actually say?
- When was the Town Manager provided with this legal protocol?
- Who has this protocol?
- Where is it located?
- Who wrote it?

I contacted Attorney Bailey to represent the Town on the unfair labor practice in before the PELRB because she is the general legal counsel for the Town. She has extensive experience in municipal labor matters of this nature. Tara and I reviewed unfair labor practice complaint with Attorney Bailey. She believed that the actions that I had taken regarding who the Public Safety IT Coordinator would answer to were within the rights of management. That this was within the Town Manager's authority. She filed an appearance on behalf of the Town and began providing a response.

There is no indication that Attorney Vrontas in his report contacted Attorney Bailey to ascertain the process of how she became involved in the case and the legitimacy of the actions that I had taken.

Attorney Bailey later notified me that Attorney Christie contacted her and stated that he would be filing an appearance and representing the Town on this matter and that she should file her notice to withdraw from the case. She stated that Attorney Christie would be in contact with Tara and I regarding the matter. Attorney Christie never contacted me about this case.

I contacted Councilor Bouchard and asked him if the Town Council has met to approve the replacement of Attorney Bailey with Attorney Christie on this matter. He stated not to his knowledge. He later got back to me and stated he reached out to Chairman Dunn and asked him about how this happened. Councilor Bouchard stated that Chairman Dunn told him that Attorney Bailey did not want to be involved in the case and wished to withdraw. Councilor Bouchard stated that Chairman Dunn asked Attorney Christie to represent the Town on this matter. I called Attorney Bailey and she stated that it is not correct. She stated that she did not ask to be removed from this case.

When I met with Chairman Dunn and Councilor Faber on the morning I addressed this issue with Chairman Dunn. I asked him to allow Attorney Bailey to represent the Town on this matter as she has experience with municipal labor matters and Attorney Christie does not. I stated to him that it appears that he took unilateral action to remove Attorney Bailey from the case and replace her with Attorney Christie. I reminded him that he does not have the authority to act as an individual Councilor, that the Town Council must act as a body when making decisions.

I asked him to make that change before the Town Council meeting that evening or I would address it with the full Town Council. He stated he would and asked that I be available at 6 pm to meet with the Town Council. He stated they would be discussing how legal bills were calculated.

Responding to Councilor Shawn Faber's Assertions

When I was being interviewed for the position of Town Manager, I was interviewed initially by each of the Town Councilors separately. Councilor Faber asked a number of questions, some of which were related to digital transformation of functions. I discussed the OpenGov permitting & licensing software as well as the asset management software. He stated he was a software engineer. We had a somewhat lengthy discussion regarding software, and he expressed interest as well as the need to modernize the Town's software.

After I began work with the Town a presentation was made to the Council regarding the software. The Council approved increases in the building permit fees that had not been increased in years. The increase in fees approved by the Council was intended and did subsequently cover the cost of the software over the period of implementation and moving forward for the annual license fees for the software. The purpose was to ensure the cost of the software was paid for by developers and people applying for building permits. The people actually utilizing the software and not the property taxpayers as a whole.

Administrative Services Director Kirsten Hildonden negotiated with OpenGov for a lower cost which she was successfully able to do so. I signed the OpenGov contract on August 27, 2025. The software implementation would cover a four-year period. The cost in the FY2026 budget was \$94,717 for license fees, software purchase and implementation costs. In the FY2027 budget \$212,136 would need to be appropriated for that phase of the project implementation. The cost to complete the implementation in the subsequent years is detailed in the contract and would require appropriations for each of those years during the budget process for each of those years. The contract includes a non-appropriation clause, see page 209 of the Vrontas report containing the contract with OpenGov in section 6.4 of the agreement.

The \$212,136 was included in the proposed FY 2027 Budget that I provided to the Town Council at the end of October 2025. The budget process began in November 2025 through January 2026. The FY2027 Budget year begins on July 1, 2026. Budget discussions regarding the software and the costs were discussed on November 17, 2025, December 11, 2025, December 15, 2025, and into January 2026 joint Town Council/Budget Committee meetings and finally at Deliberative Session of Town Meeting in February 2026.

During December 15, 2025, joint meeting Councilor Faber asked what we were committed to paying regarding the proposed appropriation in the FY2027 Budget. I told him "Zero". There was a non-appropriation clause in the agreement. If the Town does not appropriate the funds we are not committed to expending any additional funds. Councilor Faber stated that he knew we needed it, but could the implementation be delayed.

The discussion regarding the software continued over several meetings. The Town Council, with advice from the Budget Committee, made a number of budget cuts to the then proposed FY2027 Budget. The Town Council chose not to cut the funds for the OpenGov software. During the Deliberative Session of Town Meeting (February of 2026) the software funds proposed in the budget for the OpenGov software were discussed. Councilor Faber stated that the decision was made for us and that we (the Council) do have a choice in the matter.

On March 4, 2026, Councilor Faber issued his Facebook statement regarding the software and other matters. This post stated the Town Manager buried a \$678,000 expenditure in the default budget. This statement is not correct. The cost was not buried in the budget. It was \$212,136 in the budget which had been discussed at multiple meetings.

On March 16, 2026, at the Town Council meeting (44 minutes, 10 seconds into the recoding of the meeting) I discussed and presented video segments of the FY2027 meetings involving the discussions of the OpenGov software and the proposed appropriations in the FY2027 Budget for the software implementation. This was the issue that I was addressing. I was not addressing the signing of the contract on August 27, 2025, I was addressing the FY2027 Budget appropriation only.

It is true that I did not request approval from the Town Council to enter into the contract before I did so in August of 2025. The reason I did not do that is because I was not required to do so. I was in compliance with the Town's purchasing policy. Expenditures over \$100,000 require Town Council approval. The expenditure in the FY2026 budget was \$94,717. The contract has a non-appropriation clause. Funds would need to be appropriated in the FY2027 Budget to continue the project as I have discussed above for the FY2027 Budget process. If the funds from the proposed FY2027 Budget were cut the contract would terminate and the Town would have no other financial obligations.

Councilor Faber stated he felt caught off guard and would have appreciated being notified of the agreement. Subsequent to the Town Council discussed changes to the purchasing policy, TC-910. The Council for a period of approximately one month made a temporary requirement that the Council approval for expenditures on software and other items that require over \$15,000 Council approval. During that period of time, I presented those cost items for approval, all of which they approved. Ultimately the Council chose not to make changes to the purchasing policy and the temporary limits expired. TC-910 remains in effect today from its original approval in 2013.

During the March 16, 2026, Town Council meeting I did not call Councilor Faber a liar. Councilor Faber stated that I was a liar. I presented the actual videos of those meetings in which the FY2027 Budget appropriations were discussed. I stated Councilor Faber's statements were incorrect. I did not make assertions, I left that up to those listening to make their own conclusions as to whether he was,

- Not telling the truth
- Did not read the budget documents.
- Did not understand the discussion or the documents.
- Some combination of the above
- Or some other rationalization that one could conceive.

I have identified various issues that bring into question the conclusions made by Attorney Vrontas.

Shaun Mulholland