MEMORANDUM

DATE: October 13, 2026

TO: The File

FROM: Christopher T. Vrountas

RE: Investigation Report: Town of Londonderry / Anonymous Hotline Complaint - Incident Number 2000563733

This Report concerns the investigation of an anonymous complaint that was filed on or about March 30, 2026, through the Town of Londonderry's anonymous Hotline system concerning the Town Manager, Shaun Mullholland ("Mulholland"), and assigned incident number 2000563733.

I. INTRODUCTION

Briefly, the anonymous March Complaint concerned a number of allegations, including, among others, that the Town Manager created a hostile work environment, that he bullied employees, that he used dishonesty, humiliation and other tactics to intimidate and manipulate people, that he is working to influence the outcome of an investigation, and that he retaliated against employees he viewed as threats.

This office was retained by majority vote of the Town Council of the Town of Londonderry during a non-public meeting on or about April 20, 2026, to investigate the March complaint.

This office faced interference from the Town Manager when it commenced and pursued the authorized investigation. This investigation covered such conduct as well.

Notwithstanding such interference, the investigation included several interviews of Town employees and officials in-person, by Zoom, and by phone, as well as the collection and review of hundreds of pages of records and materials including prior complaints, communications, reports, policies, and other documents as more fully discussed below.

This Report sets forth our findings and determinations as a result of the investigation.

II. EXECUTIVE SUMMARY

- It has been determined, based on the information reviewed and credibility determinations as appropriate, that the allegations of ***harassment*** are ***not sustained***.

As more fully discussed below, the Investigation revealed no credible information that Mulholland intimidated, threatened, or otherwise engaged in unwelcome offensive conduct or comments on the basis of sex, race, color, national origin, religion, age, gender identity or another other protected characteristic, in violation of the Town's policy against harassment (Title VI, Ch. V) or applicable law.

- The allegations concerning ***retaliation*** are supported by evidence providing ***probable cause to sustain***.
- There is substantial evidence to ***sustain*** the allegations of ***unprofessional and disrespectful conduct such as bullying and intimidation, dishonesty/lack of candor, interference, and other related conduct violating Town Charter and policy, including conflict of interest and recusal standards.***

The Investigation uncovered significant, credible evidence that Mulholland acted repeatedly in a way that failed to comply with Town policy and Charter, including the following provisions:

1. ADM-100 (Employee Code of Conduct),
2. ADM-108 (Ethics Policy for Town Employees),
3. ADM-111 (Anonymous Hotline Policy),
4. ADM-126 (Complaints and Investigations),
5. Title VI, Ch. XXVI (Code of Ethics) and
6. Title I, Town Charter by:
    a. his **unprofessional conduct** in violation of ADM-100 §5.1;
    b. his **conduct inconsistent with a respectful workplace** in violation of ADM-100, §5.2;
    c. his **conduct that appears to have been retaliatory** in violation of ADM-100, §5.9, ADM-111, §§5.2 and 5.3 and ADM-126, §5.1.10;
    d. his **conduct that appears calculated to intimidate, bully, obstruct, influence, and interfere with this investigation** in violation ADM-100, §§5.1 and 5.2, ADM-111, §5.2, ADM-126, §§5.1.4 and 5.2.1.1;
    e. his **conduct of participating, directing, or otherwise involving himself in investigations that created a conflict of interest that required recusal** in violation the above policy provisions as well as ADM-108, §§4.1 and 4.2, ADM-111 §5.2, Title VI, Ch. XXVI, Sec. III(A) and (B), and Town Charter Title I, Art. 6, §6.3A(eff. 3/10/2020; Title I, Art. 8, §8.01(eff. 3/10/2026); and
    f. his **lack of candor** to Town Council and the public in breach of his employment agreement, ADM-100, §§5.1 and 5.2; Town Charter Title I, Art. 4, §4.6(G)(eff. 3/10/2020); Title I, Art. 3, §3.04 (h)(eff. 3/10/2026); RSA ch. 37:6 (IV) and (V).

A. HARASSMENT

This investigation uncovered no basis for an allegation of violation of the Town's Harassment Policy. The definition for harassment is "Unwelcome conduct based on a protected characteristic that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment, or that unreasonably interferes with an individual's work performance. Harassment may be verbal, physical, visual, or electronic." While there were evident conflicts in the workplace involving Mulholland, not a single witness over many extensive interviews even suggested that Mulholland acted out of any animus based on sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, gender identity or sexual orientation. *See* ADM-100, §3.0, Title VI, Ch. V, §1 and RSA ch. 354-A.

B. UNPROFESSIONAL BEHAVIOR/DISRESPECTFUL WORKPLACE/BULLYING/LACK OF CANDOR/INTERFERENCE and likely RETALIATION

Mulholland began as Town Manager in or around June, 2025. During the Summer and Fall of 2025, Mulholland made many administrative and policy changes. Disputes ensued, as a result.

1. *The January Complaint*

In January 2026, a formal complaint was filed through a new anonymous Hotline system implemented by Mulholland which alleged, among other things, Mulholland's alleged favoritism amongst employees, bullying, intimidating conduct, and creation of a hostile work environment. Although Town Policy required that such complaint be directed to the Town's lawyer, and that any investigation be conducted without Town Manager's involvement with recusal by the Town Manager, Mulholland directed the investigation of the January complaint. Employees viewed Mulholland's involvement as "strange" and "weird", given the clear conflict of interest.

2. *Suspicion Focused on the Police Department*

General gossip amongst Town staff spotted the Police Department as the likely source of the January complaint. In his interview, Mulholland himself identified Kim Bernard, the Police Chief, as the likely source of discontent against the Town Manager. Both Bernard and Tom Roy, the IT Coordinator for the Police Department at that time, said that Attorney Maher specifically asked them if they filed the complaint or if they knew who did. Other employees were not asked these questions.

3. *Roy Resignation and Rescission*

During the investigation into the January Hotline complaint, on March 23, 2026, Roy submitted his letter of resignation to Bernard, giving over 30 days' notice. On April 23, 2026, Roy wrote to Bernard saying he wanted to "rescind" his resignation. Bernard reported positively about this development to Mulholland and others, as Roy had been a strong employee. In a conversation witnessed by Tara Koza, the Director of Human Resources, Mulholland did not object to accepting Roy's rescission but said that he wanted to meet with Roy. Mulholland also asked Bernard if he knew what Roy had said about him when he told people why he had given notice of resignation. From Koza's perspective, it was not clear whether Mulholland meant to condition "acceptance" of Roy's "recission" upon first meeting with Roy, or if Mulholland had agreed to such acceptance but simply wanted to meet with Roy before his return. After speaking with Mulholland, Bernard sent

an email to Roy on April 27, 2026 "accepting" Roy's recission of resignation, copying Mulholland in the process.

4. *Mulholland's Rage*

By all accounts, Bernard's email enraged Mulholland. He told Kellie Caron, the Deputy Town Manager, that he intended to fire Bernard, a 26-year veteran of the Police Department, for "insubordination". Caron viewed Mulholland's comment as unreasonable, especially given Bernard's record of service and no prior disciplinary action. Mulholland nevertheless said he would proceed accordingly. These conversations occurred while Bernard [redacted].

That same day, Mulholland wrote an email to Bernard and demanded immediate action to retract the email Bernard had previously sent to Roy. Bernard explained [redacted] and that a meeting with Roy was being scheduled on day that week. Mulholland rejected the explanation. [redacted] around noontime, Bernard called Koza and told her his circumstances and said he would be coming in to the office to speak with Mulholland. Koza told Mulholland that Bernard was coming and minutes later Bernard arrived to meet with Mulholland, Caron, and Koza in the office conference room.

Bernard explained himself during this meeting, stating he did not understand Mulholland's prior conversation as requiring a meeting with Roy before any acceptance of the recission of resignation. Koza agreed that Bernard's action accepting Roy's recission did not exceed the Chief's inherent authority as there had been no prior change in Roy's employment status and so the "acceptance" was neither a hiring or a termination decision that required Town Manager approval. Mulholland agreed with this point during his interview as part of this investigation. But he disagreed at the time. He threatened Bernard by telling him "You're that close to being terminated for insubordination" gesturing with his pointer finger and thumb and "if you think this is a game of who's going to blink first, it's not going to be me."

Caron viewed Mulholland's conduct in this meeting as gratuitous, unprofessional, "harsh" and "extreme." Koza added that she "could understand" how Bernard "might have found it intimidating". Bernard has since then hired counsel and submitted a written complaint.

The meeting ended when Bernard agreed to follow Mulholland's instruction to rescind the acceptance of Roy's recission of resignation immediately. Afterwards, Mulholland purported to "thank" Caron and Koza for "setting up the meeting", but both took the "thank you" as a disapproving comment, seemingly about interfering with his intention to fire or suspend Bernard immediately. When both told Mulholland that they had not set up the meeting and that it was Bernard who simply gave notice of his intent to appear, Mulholland said nothing in response.

5. *Mulholland's Response to Roy*

The meeting with Roy and Mulholland was scheduled for Tuesday, April 28, 2026. Roy called that morning and asked to reschedule because his father-in-law had just died after a period in hospice where he and his wife were closely involved. They met the very next day, Wednesday, April 29, 2026. During that meeting, Mulholland did not shake Roy's hand or offer any condolences. Mulholland started the meeting and told Roy that he was welcome back to work the

different responsibilities, and would not be permitted to work remotely. For years, Roy had been working remotely two days per week as he commuted from Maine, and by all accounts he had been performing very well at his job. When Roy said the changes would be a "hardship" for him, Mulholland respond something like "I'm aware". Roy did not accept the new position. Roy felt asking him to drive from Maine for just a 10-minute meeting was unnecessary and was set up "to jerk me around."

There was no operational reason to refuse to allow Roy to continue working remotely, according to Caron's comments made during her interview.

Roy understood Mulland to say that his IT job would be changed going forward immediately upon his return to work. Mulholland explained in his interview that he meant "going forward" to convey that the IT job would eventually change consistent with the plans he had shared back in November the prior year. Unfortunately, Mulholland did not make that clear to Roy in the meeting. To the extent there was ambiguity, such appears to have served Mulholland's purpose to push Roy to resign.

After Roy refused to return to work in the new position that was described to him, the Town hired a new person to work the same job Roy previously had, with the same title, with the same boss, with the same responsibilities. Mulholland's ambiguous statements to Roy allowing Roy to believe that the job would immediately change appear to have been an attempt to persuade Roy to leave under false pretenses.

6. *Mulholland's Conduct Results in PELRB Complaint*

Notably, Mulholland's conduct with Roy and his attempts to change to Roy's position have also become the subject of an unfair labor practices complaint filed with the Public Employers Labor Relations Board (the "PELRB"). Roy's Union has taken issue with the meeting held with Roy as improper due to Mulholland's refusal to allow Union representation, and takes issue with the planned changes to Roy's position as plans that should be subject to impact bargaining under the Collective Bargaining Agreement (the "CBA").

7. *Mulholland's Conduct Violated Town Policy*

Mulholland's conduct with both Roy and Bernard appears to have plainly violated ADM-100 §3.0 (defining bullying, professional behavior, retaliation, uncivil conduct/workplace civility, transparency) §5.1 (unprofessional behavior) and §5.2 (disrespectful workplace), ADM-111, §5.2, and ADM-126, §5.1.4 and 5.2.1.1. Additionally, given that Mulholland admittedly viewed Bernard as the likely source of complaints, and that he viewed Roy as Bernard's manipulated tool, and given the patently unreasonable and gratuitous nature of his conduct with Bernard and his alleged unfair labor practices against Roy, there presently exists at least probable cause that Mulholland's disciplinary and personnel decisions and communications were retaliatory in violation of ADM-126 § 5.1.10 and ADM-111 §5.3 (no retaliation or intimidation).[1]

[1] Documents related to these events were requested in July but were not produced as of September 21, 2026, the date of Mulholland's interview. The documents were requested again at that time and were not produced before October. The documents were requested again directly with the Director of Cyber Services who produced certain requested documents on October 9, 2026. This office reserves the right to modify its findings as further evidence may come to light.

C. INTERFERENCE/OBSTRUCTION/INTIMIDATION/BULLYING/CONFLICT OF INTEREST

On or about March 30, 2026, another anonymous Hotline complaint was filed concerning Mulholland's conduct. The anonymous March complaint concerned, among other things, Mulholland's alleged bullying, intimidating, and retaliatory conduct, creation of a hostile work environment, and acting to interfere with a pending investigation. This time, the March complaint was forwarded to the Town's lawyer, Elizabth ("Liz") Bailey, as required by Town policy, as well as Deputy Town Manager, Kellie Caron. The Town Council voted in a non-public session on or about April 20, 2026, to open an investigation into the March complaint. The Town engaged Christopher T. Vrountas of Vrountas, Ayer & Chandler, P.C. ("Vrountas") to conduct the investigation.

1. *Mulholland was aware of the March Complaint*

Sometime before May 13, 2026, Mulholland acknowledged to Caron during one of their regular meetings that he was aware of the March complaint about him. Neither of them discussed it any further at that time. Caron recalled this discussion. Mulholland did not, but did not deny it either.

2. *Mulholland knowingly sends misleading email falsely referring to investigation as a "scam"*

On or about May 13, 2026, Vrountas spoke with Caron by phone and advised her that he had been asked by the Chairperson of the Town Council, Ron Dunn, to speak with Caron about an investigation concerning the Town Manager. Caron agreed to meet with Vrountas on May 20, 2026. After hanging up, Caron told Mulholland about the call. She further suggested they confirm the existence of the investigation by contacting Ron Dunn. Mulholland refused. Without any further inquiry to Chairperson Dunn or the Town's counsel, Liz Bailey (who was required to receive the anonymous complaint under Town policy adopted by Mulholland and would have known of any investigation), and knowing that an anonymous complaint had been filed against him, Mulholland sent an email to all Town department heads stating that Vrountas was calling "some of our staff" saying that "he was asked by Ron Dunn to reach out to the employee regarding a complaint against the Town Manager." Mulholland went on to direct employees not to provide Vrountas information and said, among other things, that "I can only assume this is a scam of some sort."

As noted by the Deputy Town Manager in her interview, Mulholland's conclusion that the Vrountas call was "a scam" was ***not*** the only assumption one could rationally make. In his own interview, Mulholland ***acknowledged*** that he could have called Dunn to clarify the situation but that he ***chose not to do so*** because he wanted to frame the Town Council's efforts as improper to protect himself. Mulholland's circulation of such an assertion of a supposed "scam" investigation without conducting any inquiry was irresponsible and was explicitly calculated to protect his personal interests and undermine a legitimate investigation.

Additionally, Town Policy expressly provides that the Town Manager must not be involved in any way in an investigation concerning him, and that the Town Manager is required to proactively recuse himself from any matter where there is a perceived conflict of interest, which clearly encompasses an investigation of a complaint about him. Yet, against the facts and Town Policy,

Mulholland announced that he "could only assume this is a scam of some sort" and directed people not to cooperate with an authorized investigation concerning him.

3. *Mulholland engages in "ugly" confrontation in front of others*

Ron Dunn sent Mulholland a private email on May 18, 2026, explaining that the investigation was not a "scam" and asking Mulholland to correct the record with a short and terse retraction. Mulholland responded instead by circulating his response to Dunn's private email by copying all department heads, insisting that the "scam" email was not wrong and demanding more information about the confidential investigation. Koza referred to this email as "the email heard around the world" and that it was an "ugly" display of infighting between Mulholland and his boss, the Town Council. According to Bernard in his interview, David Wholley, the Director of Public Works, told Bernard that Wholley understood that cooperation meant insubordination when he saw the "scam" email. Mulholland confirmed that understanding in a May 15, 2026 email where Mulholland said "staff should not participate in any such discussions [i.e., the investigation] without direction from me . . .". *See* May 15, 2026 Email from Mulholland to Wholley re: Attorney Chris Vrountas. Wholley viewed the "scam" email as sent by Mulholland "in a panic".

Mulholland's false "scam" email caused confusion. Among other things, it led to a telephone call between Town Councilor Ted Combes and Deputy Fire Chief Phillip LeBlanc where Combes clarified that Mulholland's "scam" email was factually wrong and that the Vrountas investigation was legitimate (because it was).

4. *Mulholland Takes Other Action to Interfere with the Investigation*

Since then, Mulholland has taken repeated actions to insert himself in matters in which he has a personal interest in violation of the Town's conflict of interest and recusal standards. His actions also appear calculated to obstruct and interfere with this investigation.

a. <u>Mulholland Interferes with the Production of Documents</u>

Mulholland interfered with the collection of and production of documents during this investigation in violation of Town policy, in contravention of his explicit representations to the Town's general counsel, and in a manner undermining and contradicting his own Memorandum for Record ("MFR") concerning the process for the Director of HR to facilitate and coordinate the scheduling of witnesses and the collection of requested documents for the investigation of the March complaint. Such interference caused at least a two-month delay in the production of documents, while Mulholland conducted his own investigation and document search to protect his own interests. The details of Mulholland's interference are set forth in greater detail below. Briefly, after Mulholland expressly authorized Koza in his MFR to facilitate witness scheduling and the collection and production of documents for this investigation, and after he was expressly instructed by the Town's lawyer, Liz Bailey, that this investigation needed to continue with Koza as the point person without any further communication or involvement from him with Koza or otherwise, and despite clear Town policy that he remain uninvolved in the investigation of a complaint about him, Mulholland instructed Koza that she could *not* coordinate with the Jeremy Spaulding, the Director of Cyber Services, about the collection of documents requested by Vrountas for the investigation because she did not have the authority to "direct" anyone and that only he could "direct" employees. This instruction was inconsistent with normal practice, as Koza frequently consults

with the Director of Cyber Services to collect documents for other reasons, including HR investigations, without being required to first ask Mulholland for permission or to have Mulholland "direct" any such request. Notably, after Mulholland's interfering instruction, Koza expressed reluctance to communicate with the Jeremy Spaulding about document collection for this investigation, even with Vrountas on the line, because she was wary of how Mulholland might respond. In any event, no progress was made in the production of requested documents in the time between Mulholland's interfering instruction and the time of his departure.

b. Mulholland Accuses Combes of Charter Violations as a Result of a Call to Clarify Confusion Caused by the "Scam" Email

Mulholland also accused an elected official of violating Town Charter and New Hampshire law by telling the truth to Phillip Leblanc, the Deputy Fire Chief and a Town employee that this investigation was not a "scam". More specifically, Mulholland drafted and submitted a memorandum for the Town Council asserting that Combes's call to LeBlanc constituted a violation of Town Charter that disqualified Combes to serve Town Councilor and warranted his forfeiture of office. Yet, not a single employee complained about Combes's conduct. No one else reported that they felt the telephone call with Combes was a concern. Koza stated during her interview that it was never an HR issue and that she never got involved. Yet, when Mulholland heard about it, Mulholland instructed the Fire Chief to instruct Leblanc to prepare a memo for the Town Manager's records, and he demanded in a public meeting without any prior notice that an investigation be conducted into the call. The vote at Town Council rejected any investigation. Mulholland's involvement on this issue further violated the Town's conflict of interest and recusal policy, as the Town Manager once again involved himself in matters concerning the investigation into his own conduct, in which he clearly had a personal interest.

c. Mulholland Produces Law Firm Bill Against Town Council's Assertion of Privilege

On August 17, 2026, Mulholland admitted during a Town Council meeting that he published a law firm bill that had been sent to the Town for payment in response to a 91A request, despite the fact that the Town had asserted the attorney client privilege over that document the prior week. While Mulholland defended the action, his reasoning was not consistent with prior practice of the Town to assert privilege over legal bills. Notably, the bill included entries dealing with issues related to the various investigations concerning the Town Manager, including the investigation into the March complaint that was ongoing. The next day, on August 18, 2026, Mulholland instructed the Finance Controller, Sarah Jardim Lee, to email Vrountas and request that his office submit any and all invoices that had been issued to the Town. Vrountas responded that any invoices would be sent to the Town's general counsel, Bill Christie.

d. Mulholland's Conduct Violated the Town Charter and Town Policy

The above actions, in addition to the conduct described in the other sections set forth herein throughout, appears constitute further bullying, unprofessional conduct, disrespectful workplace behavior, and retaliation. Such conduct expressly violates, among other things, ADM-108 § 4.1 (Ethical Standards). These actions also evidenced a patent failure to comply with the conflict of interest and recusal policies of the Town. See ADM-108 §4.2 (Conflicts of Interest) and Town Policy Title VI, Chapter XXVI, Section III(A) and (B) (Conflicts of Interests and Duty to Recuse)

and Town Charter Title I, Art. 6, §6.3A(eff. 3/10/2020)(Disqualification from Decision Making Process)/ Town Charter Title I, Art. 8, §8.01(eff. 3/10/2026)(Conflict of Interest).

Mulholland's publication of privileged information without authorization, and his attempts to gain similar information contrary to the express terms of his agreement with Bailey, also implicate all of the above-mentioned Policy provisions, and also violated the Town Charter, including but not limited to Town Charter Title I, Art. 4, §4.6 (G)(eff. 3/10/2020)/ Town Charter Title I, Art. 3, §3.04(h) (eff. 03/10/2026).

D. LACK OF CANDOR AND TRANSPARENCY

There is ample support to find Mulholland's conduct breached his duty of candor to the Town Council and constituted a lack of transparency.

1. *The March Town Council Meeting*

During a March, 2026, Town Council meeting Mulholland accused Councilor Shawn Faber of lying when Faber said that Mulholland had executed a certain contract without prior voter approval or Town Council knowledge. Mulholland made a presentation including video clips showing Mulholland and Town Council discussing the contract Faber had claimed Mulholland had entered into without Town Council knowledge, as if such events occurred prior to his execution of the contract when they had not. In reality, however, the videos depicted meetings ***from a date after Mulholland had already executed the contract***. As such, they plainly did not support that Faber had lied about Mulholland's conduct concerning this contract. Accordingly, Mulholland made substantially misleading statements to the Council and the public when he accused Faber of lying.

This was expressly a stated reason for the March complaint, and it has shown itself to be substantially supported.

2. *The "Scam" Email*

Additionally, the "scam" email reflected such reckless disregard for the truth that it also could be properly characterized as dishonest and lacking in candor. Mulholland admitted in his interview that he could have clarified the situation by calling Chairperson Dunn, but he intentionally refused to do so with the intent to improve his personal position with respect to the Council and the investigation. Given what Mulholland knew or should have known, given Town policies and the readily available channels for information and clarification, Mulholland's email stating that he could "only assume" that the investigation was "a scam of some sort" was irresponsible and unprofessional to say the least, if not an outright misrepresentation.

3. *The Roy Exit Interview*

Additionally, the communications with Roy appear to have been misleadingly ambiguous at best in a manner that caused Roy to leave his employment with the Town. Mulholland told Roy that Roy's IT job would necessarily change in substantial ways "going forward" in the event he returned to work. Roy understood that meant that the changes would be immediate, which was something he could not accept. The job in fact did not change immediately. The same job with the same boss for same the terms and conditions was filled by a new hire after Roy left. It remained so until August 1, 2026, over three months after the meeting with Roy. Although Mulholland asserted in his interview that he simply wanted to restate to Roy what his long-term plans were for

the position, Roy previously had been made aware of such plans as, indeed, they were part of the stated reason for his original resignation. Roy interpreted Mulholland's restatement of such plans to mean that the proposed job changes were no longer merely a plan but an immediate certainty. At the very least, this was not a transparent communication or the type of candor required by Town Charter and Mulholland's employment agreement. *See* Mulholland Employment Agreement at ¶2 and Town Charter Title I, Art. 4, §4.6(G)(eff. 3/10/2020); Title I, Art. 3, §3.04 (h)(eff. 3/10/2026). *See also* RSA ch. 37:6 (IV) and (V).

4. Mulholland's violation of conflict of interest and recusal rules

There is ample support to find Mulholland's conduct violated his duty of recusal as stated in the applicable code of conduct, ethics, and conflict of interest rules. Those rules clearly provide that whenever an actual or potential conflict of interest exists, Town employees have a duty to abstain from participating in any way in any decision, recommendation, evaluation, or investigation where that conflict of interest exists recuse himself from the matter going forward. Mulholland was required, with regard to any a complaint made against him, "to remove himself completely from all further participation in the matter in question." This investigation revealed credible and substantial support that Mulholland did the opposite.

5. *Mulholland's improper involvement in the January and March Complaint investigations*

Mulholland repeatedly inserted himself into the investigations of the January and March complaints, which concerned his own conduct. From the outset Mulholland took on the responsibility of directing the investigation of the January complaint even though the Deputy Town Manager was available to do so and even though others thought his involvement was strange given he was the subject of investigation. He tried to do the same with the March complaint, repeatedly attempting to sidetrack, control, and interfere with the investigation. Among other things, he told employees the investigation was a "scam" in an email to all department heads when he knew or should have known that the investigation was not a "scam", and he accused an elected official of misconduct when the official tried to correct the record that Mulholland had misstated in that email. Such conduct violated Town Policy, the Code of Conduct, and Ethics Rules, including but not limited to ADM-108, 4.2 (Conflicts of Interest), Town Policy Title VI, Chapter XXVI, Section III(A) and (B) Conflicts of Interests and Duty to Recuse) and Town Charter Town Charter Title I, Art. 4, §4.6(G) and Art. 6, §6.3A (eff. 3/10/2020); Title I, Art. 3, §3.04 (h) and Art. 8, §8.01 (eff. 3/10/2026).

6. Mulholland's improper interference with the Town's choice of counsel to protect his personal interests

Mulholland also admitted that he sought to control which legal counsel would represent the Town in a PELRB matter that had been filed concerning Mulholland's treatment of Roy because he had a "personal interest" in the matter and that he therefore wanted the right legal counsel to protect his own interest. While Liz Bailey from the law firm Sheehan Phinney Bass & Green had initially been engaged to represent the Town at the hearing on the labor claim, the Town Council later engaged Bill Christie of the law firm Shaheen & Gordon to take over the case. Mulholland claimed that the Town Council violated the Town Charter when it did so because, in Mulholland's view, he was "the Town" and therefore the one with authority to choose and hire legal counsel under the

Town Charter. Mulholland also admitted that he had a "personal interest" in the PELRB claim that had been filed against him and the Town as he was the subject of the claim. Yet, he failed to recuse himself. Instead, Mulholland again sought to control the Town's choice of counsel in a matter in which he had a clear conflict of interest, which he expressly conceded related to this investigation about him to the extent it concerned alleged retaliatory treatment of Roy. He did all this, admittedly, to protect himself, saying that he "wasn't born yesterday". This conduct, in addition to his interfering conduct and his bullying conduct, and his apparently retaliatory conduct described in the prior sections above, clearly violates ADM-108, §4.2 (Conflicts of Interest), Town Policy Title VI, Chapter XXVI, §§III(A) and (B) Conflicts of Interests and Duty to Recuse) and Town Charter Title I, Art. 6, §6.3A (eff. 3/10/2020) (Disqualification from Decision Making Process)/ Town Charter Title I, Art. 8, §8.01(eff. 3/10/2026) (Conflict of Interest).

E. SUMMARY DETERMINATION

Accordingly, and as outlined above and as further set forth below, this investigation found no facts to support an allegation that Mulholland harassed or otherwise created a hostile work environment as defined by applicable law or policy. These allegations are ***not sustained***.

This investigation revealed credible facts to ***sustain*** the allegations that Mulholland intimidated, bullied, and otherwise engaged in unprofessional workplace conduct and interference with investigations that violated Town Policy, the Town Charter and his Employment Agreement. The investigation further revealed that Mulholland plainly and repeatedly violated the Town's recusal and conflict of interest policies concerning investigations of the Town Manager.

This investigation further found sufficient facts to support ***probable cause to sustain*** a complaint of retaliation by the Town Manager on account of his treatment of both Roy and Bernard. Due to the Town Manager's interference, documents requested were not previously collected and produced, although the Town Manager admitted that he inserted himself in the investigation process and personally collected documents he expected would be relevant to the investigation but had not produced. During his interview, Mulholland showed the computer files he had collected and said he would produce them. He did not produce them prior to his departure and gave no instructions to do so. Upon further request by this office after Mulholland's departure, Jeremy Spaulding, the Director of Cyber Services, has assisted in the collection and production of documents. Spaulding could not recreate the selection of files Mulholland purported to disclose during his interview, but he did make a general production of documents on October 9, 2026, which may have included those files. This office reserves the right to further assess the facts as further evidence may come to light.

Mulholland's conduct further fails to comply with section 2 of his Employment Agreement which requires him to comply with Town "policies and regulations" and to provide "candid feedback" to the Council, especially in light of his misleading comments during the March, 2026, Town Council meeting; the "ugly" and gratuitous comments in the May 18, 2026, email; the baseless and gratuitous allegations against Combes concerning the confusion raised by Mulholland's own "scam" email; continued attempts to direct employees concerning the investigation; the publication of the Shaheen & Gordon invoice to the Town against the instruction that it was privileged; his attempt to obtain similar information from other lawyers working for the Town to investigate a complaint against him; and his attempt to control legal representation of the Town in a matter concerning his own conduct in an effort to protect his own personal interests.

III. SCOPE OF INVESTIGATION

The following summarizes the scope of this investigation.

This investigation began as a result of an anonymous complaint filed through a Hotline system for the Town of Londonderry. This anonymous complaint was submitted on March 30, 2026, by someone who identified themselves as an employee of the Town, and specifically named the Town Manager, Shaun Mulholland, as the subject of the complaint. *See* Anonymous Complaint Submitted to Mitratech March 30, 2026 and assigned Incident Number: 2000563733. The March Complaint was not the first anonymous complaint filed through the Hotline system concerning Mulholland this year. An earlier complaint was submitted in January, 2026 (*see* Anonymous Complaint Submitted to Mitratech January 6, 2026 and assigned Incident Number: 2000528691), and resulted in a separate investigation which, upon information and belief, led to a final report that has not been shared publicly. *See* June 22, 2026 Investigative Report to Anonymous Complaint Number 2000528691. The March Complaint was forwarded to Town legal counsel, Liz Bailey, on Monday, March 30, 2026, at 2:37 p.m. This was consistent with Town's Hotline complaint policy which specifically requires that complaints concerning the Town Manager be provided to and handled by the Town legal counsel. Mulholland was aware of this process, as he signed off on and implemented the Town's complaint policy.

The March Complaint concerns a number of issues. Briefly, the March Complaint alleged the following:

- The behavior Mulholland displayed at the Town Council meeting of March 16, 2026, demonstrates the type of harassing and bullying similar to how he treats employees of the Town.
- Mulholland's behavior at the March 16, 2026 Town Council meeting offers an example of how Shaun Mulholland uses half-truths and lies to make unfair allegations and to bully people while twisting the truth.
- Shaun Mulholland has created a hostile work environment by making people feel stupid if they disagree with him, live in fear of being fired, and feel dread coming to work, as a result of his behavior.
- The investigation into the January Complaint felt retaliatory and somehow biased and perhaps controlled by Shaun Mulholland to the extent 1) no conflict check had been done by Eric Maher (the lawyer engaged by the Town to investigate the January Complaint), 2) Shaun Mulholland's participation in communications to Town employees regarding the investigation of the January Complaint created the appearance that Shaun Mulholland would know what people said in investigation interviews and that appearance made participants "careful" about what they might say, and 3) nobody assured witnesses interviewed as part of the investigation into the January Complaint that there would be no retaliation.
- Mulholland often accuses people of doing "illegal" things without clear or genuine basis.
- Mulholland has made it a goal to consolidate his own power.
- Mulholland insists on his own rules without any input or any opposition, and the only point of view that matters to Mulholland is his own.
- Mulholland tries to "buy loyalty" through pay raises and tries to push out people who disagree with him.

- Councilor Dan Bouchard has daily conversations with Town employees, including 1 or two times with Councilor Deb Paul engaging in those conversations, and that there were "multiple conversations with the union."

The scope of the investigation was to determine whether Mulholland's conduct as alleged in the March complaint or as reasonably related thereto and learned during this investigation:

- Constituted unlawful harassment and/or created alleged hostile working conditions;
- Constituted alleged improper retaliatory conduct against whistleblower employees, who made a complaint or participated in the investigation of complaints;
- Bullied and intimidated Town employees;
- Interfered with investigations; and
- Otherwise engaged in conduct that violated the Town Charter and or established Town Policy, including improper participation and/or interference with the investigation.

For this investigation, we interviewed the following witnesses:

- Kim Bernard (In Person at Counsel's Office - May 13 and 18, 2026 and by Phone September 24, 2026)
- Kellie Caron (In Person at Counsel's Office - June 1, 2026)
- John Farrell (In Person at Counsel's Office - June 9, 2026)
- David Wholley (In Person at Counsel's Office - June 11, 2026)
- Tom Roy (By Zoom - June 25, 2026 and by Phone September 9, 2026)
- Tanya Pinter (In Person at Counsel's Office - June 12, 2026)
- Tara Koza (In Person at Counsel's Office - July 23, 2026)
- Kathy Wagner (By Phone – August 27, 2026)
- Phil LeBlanc (By Phone – September 2, 2026)
- Shaun Mulholland (In Person at Town Hall – September 21, 2026)
- Jeremy Spaulding (By Phone – October 8, 2026)

We reviewed documents, including, among others the following:

- Anonymous Complaint Submitted to Mitratech January 6, 2026 and assigned Incident Number: 2000528691
- Anonymous Complaint Submitted to Mitratech March 30, 2026 and assigned Incident Number: 2000563733
- Town Charter (Revised 3/10/2020)
- Town Charter (Revised 3/10/2026)
- Applicable State Statutes concerning Town Governance, including Town Manager Role
- Town Administrative Policies, including but not limited to:
    - Title VI, Chapter I – Personnel and Compensation Policy for Non-Represented Employees (revisions 11/1/2004, 9/12/2015, 10/16/2025 and 03/14/2026)
    - Title VI, Chapter V – Policy Against Harassment and Reporting Procedures
    - Title VI, Chapter VI – Purchasing Policy TC-910 (temporary changes lowering to $15,000 the value of new contractual agreements that must come before Council 1/5/2026-2/17/2026)
    - Revised Purchasing Policy (Failed at 2/17/26 Council Meeting)

  - Title VI, Chapter XXVI – Code of Ethics
  - ADM-100/Employee Code of Conduct
  - ADM-104/ Remote Work Policy
  - ADM-108/Ethics Policy for Town Employees
  - ADM-111/Anonymous Hotline Policy
  - ADM-126/Complaints & Investigations
- Londonderry Town Manager's Employment Agreement with Shaun Mulholland
- May 22, 2026 Memorandum from Tara Koza to Human Resources Files re: Timeline of Events – Public Safety I.T. Coordinator Tom Roy's Resignation
- Job Description and Revised Drafts regarding Tom Roy's IT Coordinator Position with Town of Londonderry
- December 9, 2025 Email from Deputy Treasurer John Farrell to Town Council
- Memorandum of Record (MOR) Response to December 9, 2025 Email from Deputy Treasurer John Farrell
- 08/14/2025 Agreement for Wage and Classification Study with MRI Signed by Mulholland on 08/18/2025
- Order Form Z-10649 with OpenGov Signed by Mulholland 08/27/2025
- 09/15/2025 OpenGov Agenda Item Cover Sheet – Presentation by OpenGov
- Screenshot of Facebook Post from Kevin Brady re: 9/15/2025 Presentation by OpenGov
- OpenGov Master Service Agreement
- Various Other Contracts, including but not limited to
  - Alpine Software, Inc. – Software as a Service End User License Agreement
  - Invoice Cloud
  - Country Club Enterprises, LLC
  - Pyrotecnico Fireworks, Inc.
  - Client Masters Service Agreement with Kleinfelder, Inc.
  - June 16, 2025 Professional Services Agreement with MRI
  - Service Agreement – Lighthouse Services, LLC
- Various Emails Between and Among Town of Londonderry Employees, including but not limited to:
  - Email communications concerning Thomas Roy resignation and recission of same;
  - Email communications from Mr. Mulholland to Department Heads concerning various policies, procedures, and training information;
  - Email communications concerning the IT Coordinator Position and LEEA Union Salary question;
  - Email communication between Eric Maher and others, including Mulholland, concerning the investigation of a January complaint against Mulholland;
  - Email communications between and among Mulholland and Town Employees concerning the investigation of a March complaint against Mulholland;
  - Email communications between and among Attorney Bailey, Attorney Maher, Shaun Mulholland, and Tara Koza concerning the concerning the investigations of a January and March complaints against Mulholland.
- February 13, 2026 Email from Maher to Mulholland re: Materials Sought for Investigation

- February 13, 2026 Email from Mulholland to Koza re: FW: Materials Sought for Investigation
- February 13, 2026 Email from Koza to Mulholland re: Materials Sought from Investigation
- February 20, 2026 Email from Koza to Maher and Mulholland re: Attorney Client Privileged: Materials Sought for Investigation (Employee names, wage data and market analysis)
- February 20, 2026 Email from Koza to Maher and Mulholland re: Attorney Client Privileged: Materials Sought for Investigation (Evaluations)
- February 20, 2026 Email from Koza to Maher and Mulholland re: Attorney Client Privileged: Materials Sought for Investigation (Meeting Information)
- March 3, 2026 Email from Mulholland to Maher re: RFQ for Legal Services
- March 3, 2026 Email from Maher to Mulholland re: RFQ for Legal Services
- March 4, 2026 Email from Mulholland to Koza re: Internal Investigation
- March 4, 2026 Shawn Faber for Londonderry Town Council Facebook Post
- March 23, 2026 Thomas Roy Formal Resignation Letter to Kim Bernard
- March 25, 2026 Email Exchange between Mulholland and Maher re: [External] RFQ for Legal Services
- April 2, 2026 Letter from Kim Bernard to Thomas Roy
- April 2, 2026 Email from Kim Bernard to All Personnel Email Group, cc: Tara Koza re: Resignation of Tom Roy
- April 23, 2026 Thomas Roy Rescission of Resignation Letter to Kim Bernard
- April 27, 2026 Email from Bernard to Roy, cc: Whitman, Koza, Bettencourt, Beaudoin, Mulholland, Bernard re: Rescind letter
- April 27, 2026 10:06 AM Email from Bernard to Mulholland cc: Koza and Caron re: Rescind Letter
- April 27, 2026 Email Chain with Mulholland and Bernard, cc: Koza and Caron re: Rescind letter
- April 27, 2026 Email from Bernard to Roy and Jason Breen, cc: Mulholland and Koza re: Rescission of Resignation
- Town of Londonderry Payroll Status Change Form re: Thomas Roy, signed by Mulholland May 4, 2026
- May 13, 2026 Email from Shaun Mulholland to Department Heads concerning Attorney Vrountas “Scam”
- May 13, 2026, Tom Roy Letter to Mark Beaudoin (attorney for the Town union)
- May 18, 2026 Email from Ron Dunn, Chair of the Town Council, to Mulholland
- May 21, 2026 Email from Koza to Bailey re: Attorney Client Privileged – Chief Kim Bernard Complaint
- Deputy Chief Philip Leblanc Memo concerning May 13, 2026 Call with Councilor Combes
- May 17, 2026 Memorandum of Record – Notice of Charter Violation – Councilor Ted Combes
- May 21, 2026 Email from Koza to Bailey re: Attorney Client Privileged – Chief Kim Bernard Complaint

- May 29, 2026 Email from Mulholland to Koza, cc: Bailey re: MFR Internal Investigation of TM
- May 29, 2026 Memorandum of Record to Koza from Mulholland re: Assistance with Internal Investigation
- June 22, 2026 Investigation Report by Attorney Maher – Ethics Complaint 2000528691
- Job Description Public Safety Information Technology Coordinator Revised January 23, 2024
- Redline Job Description Public Safety Cyber Services Coordinator dated July 1, 2026
- July 7-8, 2026 Email Chain with Koza, Spaulding and Mulholland re: Public Safety Cyber Services Job Description
- July 8, 2026 Email from Koza to Bettencourt, Beaudoin, Spaulding, Young, Bernard and Mulholland re: Public Safety Cyber Services Job Description(current/draft revised versions attached)
- July 13, 2026 Email from Mulholland to Bailey and Koza re: Vrountas Investigation
- July 16 , 2026 Email Chain with Koza, Bill Christie and Vrountas re: Investigation
- July 30, 2026 Memorandum to Dave Wholley from Shaun Mulholland re: Directive – FY 2027 Budget Rescission
- Unfair Labor Practices Complaint re: Tom Roy IT Position dated August 6, 2026
- Recordings of Select Town Council Meetings, including March 16, 2026, May 18, 2026, June 1, 2026, and August 17, 2026
- Undated memorandum written by Kristen Hildonen, Director of Administrative Services.

IV. DISCUSSION OF FACTS

Our investigation revealed the following facts:

A. BACKGROUND

1. *History of Leadership Changes in Town Manager Position*

The recent history of Town Managers was characterized by those interviewed as unstable and uncertain. To start with, five different individuals have held the position of Town Manager since 2023, two of them on a temporary basis in an "acting" capacity. Kevin Smith served as the long time Town Manager until approximately 2023. Mike Malaguti replaced Smith and served as Town Manager until approximately the end of 2024. After his departure, the Town engaged two "acting" Town Managers, each serving a 3-month term. Art Psaledas, the Head of Park Services, served in that role until about March of 2025. Then, Kim Bernard, the Chief of Police, served until the end of May, 2025, when the Town hired Mulholland as Town Manager.

The revolving door for Town Managers did not serve the need for stability with employees. Smith's style was known to be very relaxed and, some suggested, complacent. Malaguti, by contrast, was known to reflect a legalistic approach and at times seemed more oriented to process and rules rather than pragmatism. After significant conflict, Malaguti resigned before the end of his term, which required the Town to engage temporary, acting Town Managers until a full-time person could eventually be hired. Some suggested that the hiring process was rushed as a result. In any event, after reviewing a number of candidates, Mulholland's application stood out as the only one with prior Town Manager experience. Town Councilors Dunn, Faber and Combes all voted to hire Mulholland. The Town Council offered Mulholland a 3-year employment contract, which he accepted. Mulholland commenced work on June 1, 2025.

2. *Mulholland's Early Assertion of Power and Authority*

By all accounts, Mulholland's approach to management presented a cultural change from predecessor Town Managers. Almost immediately after he started, Mulholland sought to exercise the power he held as Town Manager to its fullest context. Mulholland himself acknowledged this.

In staff meetings, Mulholland acknowledged that he had "scared people" in his prior job as the Lebanon Town Manager because he "went too fast." He suggested he wanted to avoid that mistake for Londonderry. But, by all accounts, it does not appear that he succeeded in avoiding his prior mistake.

Rather, Mulholland started quickly by issuing a new policy for department head review every week (at least once he issued two in one week and joked that the additional proposal was a "bonus"), demanding reorganization of the administration of Town government, imposing aggressive (some said unreasonable) deadlines for the changes he demanded, changing employee job descriptions without accounting for union rights or process, and arguably undermining chain of command and department head decision-making.

On its face, much of the disruption regarding Town Manager was within Mulholland's prerogative. The Town Manager holds vast, but not complete, authority under applicable statute and Town Charter. The fact is that Town administration did need change after a period of instability at the

Town Manager's office, and Mulholland focused on making the changes he believed made sense to improve the professionalism and effectiveness of Town government.

As many noted, including Mulholland himself, change can be difficult and tumultuous, and those who implement it can make enemies, as well as friends. By all accounts, many of the changes to policy and process ordered by Mulholland rubbed a number of people the wrong way. Mulholland acknowledged that he was "changing culture" and that that upset some people.

Occasionally, Mulholland was able to hear out subordinate concerns and show flexibility in his directives. For example, Mulholland agreed to change course regarding the elimination of the DPW Fuel Station when he was approached privately with concerns about the use of gas cards instead. David Wholley, the Director of the DPW, also said Mulholland also showed a willingness be flexible, giving him additional time on deadlines Wholley felt were unreasonable, when Wholley asked for longer more attainable goals going forward.

The problem, however, was that Mulholland seemed to manage conflict in a confrontational manner, insisting on his authority rather than addressing the concerns of his subordinates. Mulholland's demeanor was viewed by a number of those interviewed as officious, impersonal, and overly formal.

Employees said Mulholland "came in charging" wanting to increase work output and improve the organization of Town administration. Almost every witness agreed that Mulholland does not ease into anything, but "comes in hard" "like a wrecking ball" wanting to change and "fix" things right away.

At times, he presented as "insisting things be done his way." Mulholland reportedly stated during staff meetings and to Town employees that "there is a new sheriff in town and things are going to be run my way."

He was described by witnesses as: "all business," "stoic," "laser focused." Mulholland had his opinions and voiced them "very directly." He was described as opinionated, direct, and sometimes even "harsh." He would ask others their opinions at times, but what he did with those opinions varied greatly. His style made much of the staff "nervous" and "trepidatious." Wholley said Mulholland was "difficult to work for." Tanya Pinter, the Executive Administrative Assistant, said he was "a good boss."

Mulholland admitted that he was making significant changes to policy and practice. He was "pushing" things to operate in a different way than it had in the past. Mulholland viewed this as positive, as he believed he was moving the Town in the right direction. But Mulholland also said that his failure as a leader, if any, was that he should share more with employees when and what they are doing well.

Mulholland told multiple employees that their role was merely "advisory" and that he was the one and only person who had authority to make any decisions regarding the Town. While technically accurate, his comments and conduct did not necessarily promote an atmosphere of teamwork or collaboration.

Some people saw Mulholland's approach as bullying and intimidating. Bernard and Roy said Mulholland treated them with disrespect, lack of courtesy, and disregard for basic human kindness.

While Pinter said he was "a good boss" another described him as "dishonest, unprofessional, and unfair. He lies and manipulates to get what he wants."

3. *Management Conflicts with the Town Manager in 2025*

Prior to the January Complaint, there was a series of internal conflicts and points of contention that arose concerning Mulholland's approach and plans regarding Town administration.

For starters, Mulholland exercised greater control as Town Manager than his predecessors. According to Mulholland, Town Council was used to the person in his position acting more like a Town administrator, doing whatever it was the Councilors told them to do. But Mulholland had no intention of continuing in that way. From Mulholland's perspective, he was going to exercise his authority as described in the Town Charter and statute to the fullest extent possible. He believed there were many things that were being done improperly and not in compliance to statute, ordinance or Town Charter. Mulholland believed it was his job to make sure that did not continue. He stated in a January 2026 Town Council meeting that it was his job to enforce the Town Charter. Mulholland said that given his approach, it became clear to the Council that he was not going to do what they told him he to do just because they said so. From Mulholland's perspective, this created conflict, a turf war so to speak, over control of the Town.

Wholley described a conflict regarding ***salaries and deadlines at the DPW***. When Mulholland learned that Londonderry's low pay rates were preventing Wholley from offering a new hire more money because it would have meant exceeding more senior DPW workers' pay, Mulholland insisted the Director "fix it." Wholley said that while some employees would have interpreted Mulholland's comment as an attack, Wholley took it as a challenge. He did as Mulholland demanded and budgeted for fewer services, i.e. fewer plow runs of certain roads (which was Mulholland's idea) and allocated the savings for DPW raises. Mulholland had earlier told Wholley that a raise Wholley requested "was not going to happen." But after Wholley reallocated DPW funds for raises, Mulholland texted Wholley out of the blue and gave him a $22,000 raise.

Wholley, Caron, Roy, and Bernard described a conflict with Mulholland concerning the ***DPW fuel station***. In short, Mulholland wanted to end the use of a DPW fuel station and instead give employees gas cards for use at commercial stations. Wholley and Bernard, among others, for many reasons did not like or agree with ending the fuel station (no wholesale pricing, additional accounting working, buying cards at retail, dealing with lost cards, security issues, etc.). Mulholland said they were doing pay cards regardless. Eventually Mulholland agreed to keep the DPW fuel station open as a backup, in case of power outage caused by a storm or other impediment to getting gas commercially, after Wholley approached Mulholland privately.

Bernard, Wholley, and Roy described Mulholland efforts to ***combine fire and police dispatch*** as another point of contention with Town employees. Mulholland planned to merge the two into one emergency communications center. This effort has apparently been stayed on account of union issues.

Bernard and Koza described a conflict regarding Mulholland's decision to ***increase a sergeant's pay***. Briefly, a sergeant demanded additional pay as a remedy for an alleged violation of the CBA in determining his salary. Bernard insisted that there was no legitimate basis for the sergeant's allegations and that his pay should remain the same. Mulholland did not disagree with Bernard but

nevertheless agreed to hear the sergeant's complaint, and he eventually agreed to a partial raise (½ of what the sergeant requested). Bernard believed that was another example of Mulholland gratuitously undermining Bernard's authority. Koza believed Mulholland followed the process outlined in the CBA, hearing the grievance as required and reaching a compromise to avoid further conflict because he thought there was just enough there to have a little bit of concern about liability.

Bernard, Koza and Roy described Mulholland's decision to ***hire a company called MRI to audit a police investigation***, as a point of disagreement. Koza and Mulholland explained that historically the police operated separately from all other departments and have handled most complaints internally. Mulholland noted that the police made their own hiring decisions before he was Town Manager. Koza knew of no reason that the police should not have continued in that regard, as police investigations have been conducted properly and professional as far as she knows. Mulholland likewise acknowledged the Londonderry police's stellar reputation, and furthermore that as a police chief Bernard did his job well.

Thus, consistent with prior practice, police performed an internal investigation of a sexual harassment complaint submitted by a female employee after Mulholland became Town Manager. Koza said that the employee raised a concern that the investigation was not handled correctly. As a result, Mulholland hired a third party (MRI) to conduct a further review. Ultimately, MRI supported the police investigation results. But Bernard took issue with Mulholland's decision to engage MRI at all, believing it served to undermine him and the department. Koza, by contrast, believed Mulholland's decision to hire an independent third party to audit the work was not unreasonable to address the questions raised about the internal investigation.

Bernard and Roy described another conflict involving Mulholland's decision to increase the new ***Fire Chief's salary range and pay***. Briefly, Bernard took issue with Mulholland's decision to set the new (and more junior in experience from Bernard's perspective) Fire Chief at a higher pay level than the more senior and experienced Chief of Police. When Bernard raised that concern with Mulholland, he showed no regard. Bernard felt Mulholland's decision was a gratuitous effort to belittle Bernard. Mulholland believed the Fire Chief's pay was appropriate given the person's career experience and level of responsibility in the job.

Bernard, Roy, Koza, and Caron also said that Mulholland's plan to ***consolidate IT*** created significant conflict among Town staff. According to witnesses, in or around October 2025, Mulholland advised Bernard that Mulholland intended to restructure IT. At the time, the police had an IT manager (Tom Roy) working exclusively for that department, reporting directly to the Chief of Police. IT for the Town, by contrast, was managed by two full-time IT contractors, plus Roy working part-time ten hours. Town IT was viewed as being understaffed and receiving fewer resources than police. Mulholland planned to merge Town and police IT and raise IT standards and performance for the Town. Mulholland planned to change the Town IT Department to "Cyber Services" and, instead of the Police Department having its own IT manager (Roy) reporting to the Chief of Police, all IT staff in the Town would funnel through a simple, new Cyber Services Director, reporting directly to the Town Manager. Mulholland's restructuring plan involved eliminating the Police Department's IT position completely, and removing the IT line items and salary from the police budget so that all of IT would run under a singular Town budget. Mulholland's plan called for three IT staff for the entire Town, including police, reporting to one Cyber Services Director. Bernard and Roy had substantial concerns with this approach. They

believed that merging police and Town IT would cause confusion and that police IT would fall into the same inadequate level as Town IT had practiced historically. While Roy has since left his position with the Town, the merger plan remains an issue with the union.

Mulholland acknowledged that Bernard in particular did not agree with the IT plan. Mulholland said Bernard does not think it is legal. Bernard told Mulholland he nonetheless would follow the chain of command, but then Bernard notified the police union of his concerns. Mulholland was not happy about this. He said in his interview that he [Mulholland] "kept that in my pocket."

Mulholland and Roy said in their interviews that Mulholland met with Roy to discuss Roy applying for the to-be-established Cyber Services Director job. By all accounts, Roy performed his IT job well, and Mulholland believed he would be a good fit for the new position. Roy told Mulholland that he planned to apply. But Roy ended up changing his mind.

4. *Tom Roy* [redacted]

In or around November 2025, Roy [redacted] Roy blamed job-related stress associated with the prospect of working for Mulholland or losing his job [redacted] Roy watched budget meetings that cycle, and he was stressed at the prospect of working for Mulholland, who Roy felt engaged in what he viewed as manipulative and dishonest tactics with Town Council.

To that point, recorded Town Council meetings show Mulholland raising his voice at Town Council. He at times appears frustrated with any perceived challenge to him, stating in to any interruptions "can I finish?" in a way to shut down further discussion. His demeanor at multiple Town Council meetings showed animosity and disregard for the authority of individual members, if not the entire body. At times he appeared to be intentionally trying to embarrass or undermine members of Town Council, and to make them look bad at public meetings. Some witnesses said this was how he treated Town employees as well.

Roy also believed Mulholland's plan for IT was not reasonable. Roy also did not like the way Mulholland treated him personally. Roy noted that Mulholland avoided introducing himself when they first met and that, later, Mulholland did not acknowledge Roy's [redacted] or express concern about him or even ask how he was when Roy and Mulholland passed each other in the town parking lot. Roy also noted in his interview the lack of any expression of condolences during their meeting the day after his father-in-law had died as further example of Mulholland's discourtesy.) Roy decided that he did not want to work for Mulholland, that he was not going to apply for the Cyber Services Director Job, and he started looking for a job in December 2025.

Mulholland was surprised by Roy's decision. He said in his interview he knew "this was coming from the police chief." Bernard and Mulholland know each other from before their work together in Londonderry. Mulholland opined that Bernard sabotaged Roy's promotion, because Bernard did not want to lose Roy at the police department. Bernard made Roy a "pawn in the battle over who is going to control the police."

Mulholland said in his interview that Bernard was engaging in a turf war with him and suggested that Bernard was motivated by power. He also noted that Bernard used to work for Mulholland when they were both police officers in a different town. Mulholland claims that Town Council

hire Bernard who was not qualified under the prior job description. Mulholland suggested he did not agree with this, and thought one of the other officers should have been hired over Mulholland. It is unclear why Mulholland felt this background story was relevant in his interview.

5. *The Complaint Hotline and Other Reporting Policies – Established by Mulholland*

Mulholland implemented an anonymous Complaint system in Londonderry shortly after he began as Town Manager in 2025. At Mulholland's direction, Londonderry implemented a Hotline where anyone can register a complaint about a Town employee, elected official, non-elected board/committee member or volunteer. Complaints can be submitted anonymously or with identifying information. The Hotline operates via third party software (Mitratech) and online host (Syntrio Lighthouse). They used a similar system in another community where Mulholland worked before, and he wanted it in Londonderry to promote transparency and accountability. Mulholland stated in his interview that it would be wrong if anybody suffered retaliation for complaining about Town officials and that the Hotline was established to protect people who complained. He recounted his own personal story about how he reported about the corruption of a police chief back in Allenstown when he was a police officer and that he felt it was wrong that he needed to act against Town policy to lodge that report because there was no established method for reporting internal corruption. He also noted that he became the chief of police for Allenstown once his complaint of corruption resulted in the removal of the prior police chief, but that promotion only came after policies were changed to allow that to occur. Caron, the Deputy Town Manager, prepared the Town policy regarding the Hotline at Mulholland's direction. *See* Anonymous Hotline Policy/ADM-111.

Mulholland also implemented several other policies regarding Complaints and Investigations/ADM-126, an Employee Code of Conduct/ADM-100, and Ethics Policy for Town Employees/ADM-108. Among other things, these new policies sought to encourage ethical conduct, professionalism, civility, teamwork, respect, recusal for conflicts of interest, and accountability in Londonderry Town government. The policies governing complaint also specifically provided that someone other than the Town Manager should handle complaints submitted about him. They also specifically prohibited retaliation, harassment, threats or intimidation against anyone who reported concerns. *See* ADM-100, §§3.0 and 5.9; ADM-126, § 5.1.10; ADM-111, §§1.0 and 5.3.

In terms of access to the Hotline complaints, Caron said that the Hotline system was supposed to have been set up with filters to limit who may access complaints. Those filters were supposed to be set so the Town Manager received notice of every complaint, except those which concern the Town Manager. Those were supposed to get flagged with notice directed to Town legal counsel and Chair of Town Council. Koza also said the Hotline was set up so complaints about Mulholland would go directly to outside legal counsel for the Town. Caron was also able to view all complaints if she logged in, but she said she did not have time to do that.

Tanya Pinter, the Town Manager's Executive Assistant, said she learned from Mulholland about the protocol for accessing the complaint Hotline system. Pinter explained that she and HR also get all *non-restricted* complaints. Then, Pinter acts as traffic cop for those complaints, determining to whom they should be sent for investigation. Meanwhile, Pinter keeps a copy of all restricted complaints (those concerning Town Manager or a Town Council member) in a folder. *Restricted complaints* also were supposed to get funneled to legal counsel.

Mulholland acknowledged this process, as well. He said that any Hotline complaint about the Town Manager was *not* to be provided to the Town Manager, but to the Town's lawyer, then Liz Bailey. Mulholland wanted this process for Londonderry because he remembered his experience in Allenstown when he reported about the corruption of the police chief at the time to an outside agency. He said the Allenstown policy was bad because his supervisor had the authority to control investigations of complaints even about himself. Mulholland thought this was wrong. Mulholland acknowledged ***that the subject of an investigation should not be involved in an investigation that is about himself or herself.*** Yet, Mulholland's new process for separating the subject of an investigation from the operation of the investigation appears to have broken down when the January complaint came in (and later after the March complaint as well).

B. THE JANUARY COMPLAINT/MAHER INVESTIGATION

In January 2026, someone submitted an anonymous complaint through the Hotline. *See* Anonymous Complaint Incident Number: 2000528691. Although this complaint concerned the Town Manager, Mulholland knew about the complaint and oversaw the investigation. Indeed, Mulholland sent emails to department heads and other Town staff (including one of Caron's direct reports) explaining that he would be contacted by an Attorney Maher, and that they should cooperate in the investigation. Mulholland knew Maher previously from when Mulholland worked in Allenstown. Maher worked at the firm that represented the Allenstown.

1. *Mulholland Involves Himself in the January Complaint Investigation*

According to Pinter, Mulholland advised her not to tell him anything about the investigation. He told her that she needed to comply with any request to meet with Maher and that she needed to be honest.

Caron and Mulholland discussed during one of their regular daily meetings that there would be an investigation of the January complaint, that staff may be contacted, and that staff should participate. Mulholland did not ask nor did they discuss who made the complaint.

Mulholland also remained involved in and directed the investigation of the January Complaint. Indeed, Maher asked Mulholland about how to collect the documents Maher wanted for his investigation. *See* February 13, 2026 Email from Maher to Mulholland re: Materials Sought for Investigation. Mulholland directed Koza to assist with that collection, apparently because he was going on vacation, and told Maher that Koza would be working on his request in Mulholland's absence. *See* February 13, 2026 Email from Mulholland to Koza re: FW: Materials Sought for Investigation. Meanwhile, Koza began working on collecting the documents Maher had requested from Mulholland. Koza kept Mulholland updated on at least this document collection aspect of the investigation. She even copied Mulholland when she provided the documents he had asked for in investigating the January complaint about Mulholland, and as a result Mulholland knew what was being produced. *See* February 13, 2026 Email from Koza to Mulholland re: Materials Sought from Investigation; February 20, 2026 Email from Koza to Maher and Mulholland re: Attorney Client Privileged: Materials Sought for Investigation (Employee names, wage data and market analysis); February 20, 2026 Email from Koza to Maher and Mulholland re: Attorney Client Privileged: Materials Sought for Investigation (Evaluations); February 20, 2026 Email from Koza to Maher and Mulholland re: Attorney Client Privileged: Materials Sought for Investigation (Meeting Information).

Mulholland admitted to being involved in the Maher investigation into the January complaint, even though Mulholland knew the January complaint was about him. Mulholland did not have regular check-ins with Maher, because "Maher was not going to do that." But Maher did ask Mulholland to coordinate interviews of employees, which Mulholland did. *See* March 4, 2026 Email from Mulholland to Koza re: Internal Investigation. Mulholland also admitted to being involved with sending Maher material that Maher had requested as part of the investigation.[2]

2. *Staff Views Mulholland's Involvement as "Strange"*

Caron described it as "strange" that Mulholland was the one notifying employees of the complaint/investigation. She found it odd that he was involved in any way in the investigation of the January complaint because he was the subject of the investigation. She understood from a discussion with Mulholland when he implemented the complaint system that Caron, not the Town Manager, would be the point of contact for a complaint about the Town Manager. Caron also prepared the written policy regarding complaints, which specified that those concerning the Town Manager would be sent to Town legal counsel, as opposed to the Town Manager. She added, "I understand why people thought they might get fired for what they might say in the Maher investigation. You know my thoughts. I thought it was weird."

Bernard and Roy also thought it was odd that Mulholland was playing any part in an investigation of a complaint for which he was the subject. Bernard said he was concerned about potential retaliation in response to his participation in the investigation.

Koza did not question Mulholland handling the investigation of the January complaint because she felt doing so would be "above her level." Koza said she did not have any say in how that type of thing works, and she understood that Mulholland was "the one that was going to give direction on that."

Koza acknowledged, however, that she would make sure NOT to be involved in any way in an investigation of a complaint about her. When asked what she would do if she became aware that she was the subject of a complaint, she admitted that she would not get involved. She made the gesture for zipping her lips, indicating that she would remain totally silent and uninvolved in an investigation of which she was the subject. She had no explanation for Mulholland's inconsistent conduct in that regard.

3. *Maher Investigates January Complaint*

In any event, Attorney Eric Maher was hired to conduct the investigation of the January Complaint. Koza said that the Maher investigation was during the time that the "Tom Roy stuff was percolating." But it was before the Tom Roy "stuff blew up." Many witnesses we spoke to said that the feeling was that the January complaint "probably came from the Police Department"

[2] Notably, while Mulholland was involved with Maher in the conduct of the investigation, Mulholland forwarded to Maher a Request for Quote (RFQ) to provide legal services to the Town. *See* March 3, 2026 Email from Mulholland to Maher re: RFQ for Legal Services. Maher responded same day suggesting he would submit an RFQ (see March 3, 2026 Email from Maher to Mulholland re: RFQ for Legal Services), but on March 25, advised Mulholland that he could not because "submitting a response to the RFQ would create an appearance of impropriety and partiality that may undermine the work that we have been hired to perform." Mulholland responded that same day saying that he "understood." *See* March 25, 2026 Email Exchange between Mulholland and Maher re: [External] RFQ for Legal Services.

because of its content. That was the gossip among Town staff. Mulholland himself suggested in his interview that he too believed the anonymous hotline complaints came from the police department, meaning someone from the police force was the source.

Bernard and Roy both worked for the police department at the time. They both participated and gave interviews in the Maher complaint. They understood that they were the primary people from the police department that Maher interviewed for the January Complaint.

Roy stated he believed he received an email from Mulholland about the existence of the investigation of the January complaint. He also stated that he believed Bernard advised him that he might be contacted about an investigation. Roy understood that Maher was investigating an anonymous tip from an employee claiming in a hostile work environment under the leadership of Mulholland. He thought it was odd, therefore, that Mulholland was involved in the investigation and contacting potential witnesses. In any event, Maher came to the police department and interviewed Roy in person, in or around March 2026 before Roy submitted his letter of resignation.

4. *Bernard and Roy Feel Targeted*

Bernard and Roy both felt Maher's questions during interviews seemed strangely focused on determining who the complainer was. Bernard described Maher's questions as seeming intent on turning the tables on him to find a policy infraction by him concerning contact with Town Councilors. Both Bernard and Roy felt uncomfortable and targeted by the investigation. None of the other witnesses we spoke to felt that way. But none of them worked in the department suspected as the source of the complaint.

Roy said that Maher asked him directly if he was the one who made the complaint, apparently because Roy was saying a lot of the same things that were alleged in the January complaint. Roy told Maher that if multiple people were saying the same thing about Mulholland, the things they were saying were probably true. Roy said Maher acknowledged that point.

Caron did not recall during her interview about whether she was asked directly about the source of the January complaint. But she said she heard rumors that it was from someone in the police department, since the January complaint mentioned dispatch meetings involving only fire and police. Caron said it would not be appropriate for department heads to try to figure out who made the complaints.

Koza initially said during her interview that "no one" told her that the Maher investigation was retaliatory for something they had done. That statement was not correct, however, as Bernard had made a complaint, emailing Koza directly about his concerns regarding retaliation. In that complaint, Bernard said he felt retaliated against for his participation in the Maher investigation because he spoke out honestly about Mulholland. Koza said she did not know what was said between Bernard and Maher that would have caused Bernard to feel that he might be retaliated against. But Bernard expressly stated his concern of retaliation in an email to Koza on May 21, 2026, which Koza forwarded the same day to legal counsel Bailey pursuant to Town policy since it concerned the Town Manager. Koza noted that she had "a duty" to forward Bernard's written complaint. Koza does not know whether Bernard's complaint was investigated or anything else about what was being done to deal with the complaint, if anything, since she emailed the complaint

to Bailey. Bernard said he was never interviewed in connection with his own complaint and is not aware of any investigation being initiated after he sent the email.

5. *Maher's Interview with Mulholland*

Mulholland said he was the last person Maher interviewed for that investigation. Maher told Mulholland at the end of their meeting that "there was nothing there" in terms of the January Complaint. Maher offered to provide Mulholland a copy of the report but Mulholland declined. Mulholland believed he would get a copy shortly since Maher said the investigation was wrapping up, and Mulholland was not sure the proper place to save the report in the interim given the context which, for Mulholland, potentially would have created document control issues for materials related to Maher's investigation.

C. LACK OF CANDOR IN PRESENTATION ABOUT COUNCILOR FABER

At the March 16, 2026 Town Council Meeting, Mulholland misstated certain facts about the contract approval process, in an apparent effort to accuse Councilor Faber of lying. Leading up to that meeting, Councilor Faber had posted on social media his opinion concerning the candidates for Town Council in an upcoming election. In that post, he referenced what he described as Mulholland's unchecked spending, and included as an example Mulholland's execution of a certain contract without voter approval or the Town Council's knowledge. Faber stated, in relevant part:

> I am writing to express my strong and urgent support for Ron Dunn and Ted Combes in the upcoming Londonderry Town Council election March 10th. . .
>
> Ron Dunn and Ted Combes stand as principled leaders committed to responsible stewardship of taxpayer dollars, transparent governance, and protecting the interests of all Londonderry residents. . .
>
> Without policies like this, the Town Manager will continue his unchecked spending, such as handing out raises which average above 16% and even as high as 25%, and burying an over $678,040 contract in the default budget without voter approval or Town Council knowledge.
>
> *See* March 4, 2026 Shawn Faber for Londonderry Town Council Facebook Post.

During his interview, Mulholland acknowledged that what Faber was upset about in this post was that Mulholland had signed the SAAS/OpenGov contract and bound the Town to a contract, without a prior vote from Town Council or the voters authorizing that Mulholland could do so. To defend himself against these claims, Mulholland presented video at the March 16th meeting of prior Town Council meetings depicting Mulholland discussing the contract with the Town Council. In essence, he sought to convince people that the videos proved that Faber lied to voters when he posted that Mulholland had executed the contract without Town Council knowledge or voter approval.

But the videos Mulholland showed depicted Town Council meetings that occurred months *after* Mulholland had already entered into the contract on behalf of the Town. The videos showed discussions of the contract at Town Council meetings from November and December 2025, after Mulholland executed the contract in August. *See* August 28. 2025 Signed OpenGov Inc. Order Form Number Q-10649.

The videos therefore did not, as Mulholland attempted to claim, prove Faber to have lied. Indeed, having depicted meetings that occurred ***after the execution of the contract***, they failed to prove that Mulholland had Town Council approval before Mulholland bound the Town to the contract. They certainly did not prove that that Faber had lied in saying what he said about Mulholland entering the contract without prior knowledge that Mulholland had done so.

Mulholland knew this. But he chose to use the recordings at the Town Council meeting nonetheless. Such presentation was patently misleading. Certainly, it lacked candor.

Mulholland argued in his interview that Faber's concerns still were untrue because Town Council could have just refused future year appropriations after Mulholland signed and entered the contract. But that ignores the fact that he did sign the contract without telling Town Council that he was actually signing it. In doing so, he put the Town Council in the position of deciding whether to reject the contract on a going forward basis, which would essentially waste the amounts committed for the first year, or to accept the contract going forward as signed.[3]

Mulholland viewed the March 16th Town Council meeting as a turning point. He described the conflicts, complaints and investigations as a "war" raging between him and Town Council that he intended to win. It is also what led to the March complaint.

D. THE MARCH COMPLAINT

In or around March 30, 2026, a Hotline complaint was submitted concerning the Town Manager. *See* March 30, 2026 Anonymous Complaint Incident Number: 2000563733. As more fully discussed above, the March Complaint alleged that Mulholland created a hostile work environment by harassing, bullying and intimidating employees, used lies and half-truths to mislead the public at Town Council meetings, and had interfered with and retaliated against employees in connection with the Maher investigation. Caron said she received notice of the March complaint. She said she sent it by email to Town legal counsel, Liz Bailey, (the protocol established by applicable Town policy).

1. *Mulholland's Knowledge of the March Complaint*

Caron also said she had a brief conversation with Mulholland about the March complaint, likely during one of their daily meetings. They did not discuss the content, but they acknowledged that a complaint had been submitted about the Town Manager and that it was with the Town's legal counsel, Liz Bailey. *This conversation was before the investigator, Christopher Vrountas, first contacted Caron, i.e., it was before May 12, 2026.* Mulholland does not remember this conversation, but he did not deny that it happened either. Attorney Christopher Vrountas was hired, by majority vote of Town Council in non-public session, to investigate the March complaint.

Unlike with Maher's investigation, Vrountas did not speak with Mulholland before starting the investigation, because it concerned a complaint about Mulholland. Under Town policy and

[3] It is also not certain that Mulholland's more technical explanation is correct. According to an undated memorandum written by Kristen Hildonen, Director of Administrative Services, Mulholland initially signed two related contracts for the first year with the software provider, including one for "asset management" amounting to $38,458 and another for $75,675. Both of these first-year contracts were related to the larger $678,041 project. Notably, the initial contracts add up to $114,133. Arguably, splitting the first-year contracts into two contracts so as to avoid the $100,000 oversight rule appears to put form over substance.

investigative principles generally, Mulholland therefore should not have been involved in the investigation in any way. *See* ADM-108, §§4.1 and 4.2; ADM-111, §5.2; ADM-126, §5.1.4 and 5.2.1.1; Title VI, Ch. XXVI, §III(A) and (B); Town Charter Title I, Art. 6, §6.3A(eff. 3/10/2020); Town Charter Title I, Art. 8, §8.01(eff. 3/10/2026).

2. *Mulholland's Awareness of Duty to Recuse*

Indeed, Mulholland admitted that he was required to recuse himself from any investigation about him. He said in his interview that he also has conducted investigations like this on behalf of MRI, and that he therefore understood the need for objectivity by a neutral third-party fact finder, to avoid the appearance of unfairness or bias.

Yet, Mulholland expressed frustration that he was kept out of the loop in this investigation about him. Mulholland believed that, just like with the January complaint, he should have been notified about the investigation of the March complaint about him and should have been involved with coordinating the investigation about him because the employees to be interviewed all work for him. He expressed disapproval that he was not contacted to coordinate interviews and the collection of documents, as he believed he was the only official with authority to so direct employees. Mulholland did not seem to appreciate the inconsistency between this expectation regarding an investigation about him and his own reasons for establishing the Anonymous Hotline from the beginning, not to mention explicit Town policy and his later MFR directing Koza to take on the role of coordinator.

3. *Call to Caron*

In any event, as part of the investigation, Vrountas left Caron a voicemail on May 12, 2026, at 12:18 p.m. stating only that he had been requested by Ron Dunn, Chair of the Town Council, to speak with her regarding an investigation being conducted for the Town. After receiving the voicemail, Caron said she looked up Vrountas online, and then returned his call. They ended up connecting by phone on May 13, 2026 at 9:28 a.m. During that call, Caron recalled asking Vrountas what the investigation was about. Vrountas stated generally that he was investigating a complaint about the Town Manager and that he had specific questions for Caron that he wanted to discuss in person. They scheduled an in-person meeting for the following week.

Caron said she did not think Vrountas's investigation concerned the March complaint because: 1) a bit of time had passed since the March complaint had been submitted, and 2) the March complaint had been processed differently than the January complaint, i.e., Mulholland had been kept out of the loop of the March complaint whereas previously he directed the investigation of the complaint.

Koza recalled that Caron told Koza she felt "strange" about Vrountas's call and told Koza she was going to talk to Mulholland. Koza agreed that this was a good idea since neither of them had prior knowledge of any investigation, and Mulholland had been aware of and involved in the Maher investigation.

The problem with fully crediting Caron's and Koza's explanation is that: 1) Caron *did* know about the March complaint, and 2) Caron thought Mulholland's knowledge of and involvement with the investigation of the January complaint was "strange" and "weird", given that he was the subject of it. Therefore, it should have made complete sense to them that a second complaint should have been handled differently, so that Mulholland would not know about or direct another investigation

about him, i.e., so that the investigation would not be "strange" again. Additionally, Caron was involved in writing the Hotline Policy that specifically called for any complaint about Town Manager to be sent to legal counsel or the chair of Town Council and not to the Town Manager.

Koza likely knew this too, as she cited in her email forwarding Bernard's later retaliation complaint to Liz Bailey multiple policies requiring that any complaint about the Town Manager be handled by Town's legal counsel. *See* May 21, 2026 Email from Koza to Bailey re: Attorney Client Privileged – Chief Kim Bernard Complaint citing ADM-100, ADM-111, ADM-126, and Chapter V (Policy Against Harassment and Reporting Procedures). During her interview, Koza also noted that she personally felt it would be inappropriate for her to be involved in any investigation about her. Presumably, that is because that is what professionalism and integrity looks like. In any event, Caron decided to notify Mulholland about what was happening after her call with Vrountas.

4. *Mulholland Chooses Not to Clarify*

After speaking with Vrountas, Caron told Mulholland she received a call from an attorney about an investigation of a complaint about Mulholland and that Caron was scheduled to meet with him the following week. Mulholland advised Caron that he did not know of any complaint (notwithstanding the fact he acknowledged one back in March), asked Caron the name of the lawyer, and stated he did not recognize Vrountas as being involved in any Town business. Caron asked Mulholland if they should contact Council Chair Ron Dunn for clarification and Mulholland said no, supposedly because Town Councilors cannot "direct" Town employees. Of course, she would not have been seeking "direction," just clarification. Caron and Mulholland also did not discuss calling Liz Bailey to find if the investigation was legitimate, even though Caron admitted in her interview it would have been logical to do so. This also would have been consistent with Town Policy that legal counsel would be the one to handle these complaints, which Mulholland also should have known. *See* ADM-111, §5.2; ADM-126, §§5.1.4, 5.2.1.1. Caron said that it was clear Mulholland did not want Caron proceeding with the interview until Mulholland knew the process. On the day of the scheduled interview with Vrountas, ten minutes after the planned meeting time, Caron responded to a message from Vrountas inquiring whether she would be attending her scheduled interview by texting Vrountas and telling him she felt "ill" and could not appear. She raised no issue about whether the investigation was genuine.

E. THE "SCAM" EMAIL

After Caron spoke with Mulholland, Mulholland sent an email (2:54 p.m. on May 13, 2026 subject "Christopher Vrountas") to all employees asserting that Vrountas's investigation was a "scam" and directing employees not to communicate with Vrountas. The email stated:

> "Department Heads
>
> Some of our staff have received phone calls from a person who identifies himself as Attorney Chris Vrountas. He states that he was asked by Ron Dunn to reach out to the employee regarding a complaint against the Town Manager.
>
> I am unaware of any such investigation. I would not be appropriate for Town staff to discuss any personnel matters without the appropriate authorization. I can only assume this is a scam of some sort. If there was an actual investigation I would have been made aware of it.

> Our Town has two particular provisions that are relevant here.
>
> Section 3.14. Inquiries and Investigations The Council by majority vote may require of any appointed Town official, department head or employee, official appointed or confirmed by the Council, or member of an appointed Town board or commission to appear before it, and give such information as it may require in relation to this office, its function, and performance. The Council shall give at least forty-eight (48) hours written notice of the general scope of the inquiry which is to be made to any person it shall require to appear before it under this section. The Council may make investigation into the affairs of the Town and into the conduct of any Town agency or department, and for this purpose may administer oaths and require the production of evidence.
>
> Section 4.8. The Council shall act in all matters as a body. Except as expressly provided elsewhere in this Charter, neither the Council nor any of its members shall direct or request the appointment of any person to office or employment; or direct the removal, suspension, discipline, adjustment in pay, benefits, or working conditions of any employee by the Manager or of any of the Town department heads. No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees, either publicly or privately. ...
>
> If an actual investigation were underway, I would have directed staff to participate in such an investigation. If there are any questions or concerns please let me know.
>
> Shaun Mulholland
>
> Town Manager
>
> Town of Londonderry, NH 03053
>
> 603-432-1100 Ext. 151”

An “M. Carrier” at Sheehan Phinney was copied on the email. Liz Bailey, who was the lawyer responsible for Hotline Complaints, was not. *See* May 13, 2026 Email from Mulholland to Department Heads re: Attorney Chris Vrountas.

Mulholland admitted in his interview that he ***intentionally*** did ***not*** reach out to Chairperson Ron Dunn before he sent this email, because he wanted to develop a record against the Town Council to suit his own interests. Mulholland said that if Council was going to launch an investigation against him, he was going to let them engage in what he intended to argue were Charter violations, so that he could use that against them at a public hearing of the complaint. He did this to further his own interests.

Mulholland in his interview said that when Mulholland sent the “scam” email, he had already heard of Vrountas, knew he was a lawyer, and had even looked him up on the Internet. He was

prompted to do so when Councilor Deb Paul mentioned Vrountas in the context of an RFP for legal services that the Town was working on.[4]

Caron very clearly stated during her interview that she disagreed with Mulholland's statement in the email that "the only assumption" that could be made was that the investigation was a "scam".

Koza did not personally believe the investigation was a scam. But, Koza said she assumed that Mulholland believed his statement to be true. Koza said, "This is Shaun's opinion" and it was "not for me to judge whether he was right or wrong."

Caron did not say that she thought the investigation was a scam either. Caron just did not know what the investigation was about when she received the call from Vrountas.

Mulholland said that at some point he had a second conversation with Caron about the investigation. As he recalled, Caron came to him and said that she thought that she should talk to Vrountas. Mulholland agreed, telling Caron ***that it was in his best interest for her to do so***.

On May 18, 2026, Ron Dunn, Chairperson of the Town Council, sent an email only to Mulholland clarifying without any ambiguity that the Vrountas investigation was not a "scam." Specifically, he said:

> "Dear Mr. Mulholland,
>
> Pursuant to Section 3.14 of the Town Charter, the Town Council voted in a non-public meeting, under RSA 91A:3(ii), on April 20, 2026, to commence an investigation. The Town Council engaged Christopher T. Vrountas of Vrountas, Ayer & Chandler, P.C., to conduct this investigation. Your May 13, 2026, email to the Department Heads is therefore incorrect.
>
> Accordingly, you are instructed to send a corrective email to the same Department Heads stating the following:
>
> Department Heads:
>
> Please be advised that the Town Council voted in a non-public meeting on April 20, 2026, to commence an investigation. The Town Council engaged Christopher T. Vrountas of Vrountas, Ayer & Chandler, P.C., to conduct the investigation. Accordingly, my email to you of May 13, 2026, was incorrect. I ask that you please

[4] Mulholland's statements in his interview on this point were inconsistent and confusing to follow. On the one hand, he claims he objected to the investigation into the March Complaint due to the supposed failure of the Town Council to follow procedures for authorizing complaints, yet he also explained that he assisted the Town Council to help them follow proper procedures when he thought they had failed to do so with respect to the investigation into the January Complaint. He said that he found out about the investigation into the January Complaint after it had already commenced, and he advised the Town Council about how to authorize such an investigation properly and provided the Town Council with governance forms to help them follow proper procedure and vote and authorize the January Complaint investigation. Notably, he said in his interview that he did so in April when he supplied them with 2 sets of such governance forms, which he now presumes were to be used to authorize the investigation into the March Complaint, as well. Mulholland claimed that having followed his advice in that regard, Council at that point fixed any procedural issues with these investigations. Yet, when he learned about the March Complaint investigation, he acted to undermine the Town Council. Mulholland gave no reason for this conduct other than that he wanted to protect his own interests.

> preserve all information and destroy none pending the conduct of the investigation, and I ask that you give Attorney Vrountas your full cooperation.
>
> You are further instructed to send this email before close of business today.
>
> Respectfully,
>
> Ron Dunn
>
> Chair Town Council"

In response, Mulholland sent an email to Ron Dunn, but also copying all Department Heads and, this time, Liz Bailey, arguing that his earlier "scam" email had not been incorrect. He nevertheless conceded that he now understood that the investigation was legitimate and that staff could participate. *See* May 18, 2026 email chain between Dunn and Mulholland re: Investigation.

For Caron, Mulholland's May 18, 2026, email was "clearly contentious." The next day, Caron spoke with Mulholland just to clarify with Mulholland that she and other staff could participate in the investigation. Apparently, Caron still felt she needed Mulholland to tell her she should cooperate with the investigation before she would do so. At that point, Mulholland confirmed that they could. Notably, Mulholland stated in his interview that he did so because he believed her participation would be good for him. Caron had no further conversations, emails or texts with Mulholland about the investigation between that conversation and the time of her interview on June 1, 2026.

Phil LeBlanc, Deputy Fire Chief, said he interpreted Mulholland's "scam" email as an instruction not to cooperate with the investigation and that no investigation could happen without the Town Manager's knowledge and authorization. Mulholland's email accordingly succeeded in obstructing the investigation, at least for a period of time.

Bernard stated in his interview that Wholley told him he understood the "scam" email to mean that cooperation meant insubordination. Wholley did not mention that conversation in his interview, but said the "scam" email appeared to have been "sent in a panic".

Koza said that it was clear to her reading the "scam" email chain that Mulholland was "not happy about the situation." It was evident to Koza that it was important to Mulholland to put out there that he was not wrong in saying that the investigation was a scam. Koza said she did not know if Mulholland was intentionally trying to confuse people, but she agreed that Mulholland's "scam" email could be perceived as intentionally confusing.

Koza described the May 18, 2026 email chain as the "email heard around the world" because of the "tone, the back and forth with council. There was drama." As far as Koza's view as to whether Mulholland's "scam" email was appropriate, she said that "any time there is ugly back and forth between town council" she "doesn't love that." Koza said "I don't know that everybody needed to be copied." Koza said she would not have copied anyone. She said it was an "ugly exchange" that staff did not need to see. She would have preferred to have kept "the ugly part" private. But Koza was "not part of that decision."

F. COUNCILOR COMBES'S PHONE CALL TO PHIL LEBLANC

In an apparent attempt to clarify the confusion caused by Mulholland's "scam" email, Town Councilor Ted Combes called Phillip LeBlanc, Deputy Fire Chief, to ask whether LeBlanc had received an email from Mulholland about a possible "scam" with a lawyer calling Town employees. Combes and Leblanc knew each other personally from their early days at school, and Combes called LeBlanc on his personal cell phone.

According to LeBlanc, Combes explained that the lawyer (Vrountas) was acting as part of a legitimate investigation of the Town Manager at the request of Town Council. LeBlanc acknowledged to Combes that he had received the email. LeBlanc said in his interview that Combes informed LeBlanc that the email from Mulholland was false and that LeBlanc should feel free to cooperate with the investigation if Vrountas in fact reached out.

LeBlanc also claims that Combes stated that Mulholland did not know what he was doing and that Mulholland had no right to send the email or direct the staff what to do in this situation. LeBlanc says he asked Combes if LeBlanc should alert the Fire Chief and Combes responded yes. The entire call lasted 59 seconds. *See* Memo from Deputy Chief LeBlanc concerning May 13, 2026 Call with Councilor Combes.

Afterwards, Mulholland directed LeBlanc, through LeBlanc's boss (Fire Chief Jim Young), to prepare a memorandum describing LeBlanc's call with Combes. LeBlanc wrote the memo as directed. LeBlanc then either sent it to Chief Young with a copy Mulholland, or he simply sent it to Young, and Young thereafter sent the memo directly to Mulholland. Either way, LeBlanc knew Mulholland received the memo, because Mulholland said to LeBlanc, in a passing conversation, something like "I got the memo" or "thanks for the memo."

Meanwhile, Koza said she did not receive a call from anyone about Combes's call with Leblanc. No employee complained to her about Combes's call or any other conduct. Koza said that "this was not an HR issue" and that she did not have to deal with it.

G. MULHOLLAND ACCUSES COMBES OF CHARTER VIOLATION

After creating confusion, Mulholland publicly accused Coombes of violating the Town Charter because Coombes accurately told an employee that this investigation was NOT a scam. Mulholland received support for his accusation from Councilor Dan Bouchard, who himself has been accused of violating the Town Charter by attending staff meetings to support Mulholland. Indeed, multiple employees previously raised concerns that Bouchard's presence in staff meetings constituted interference by a Councilor that violated the Town Charter. These prior accusations against Bouchard were an issue in the January Complaint and the Maher investigation. Although, Mulholland defended Bouchard's presence at staff meetings and continued to allow Bouchard to attend, he, notably, took a different position with regard to Combes's call to LeBlanc.

Mulholland accused Combes of "directing" a Town employee in violation of the Town Charter. On or about May 17, 2026, Mulholland submitted what he titled a "Memorandum of Record" ("MOR") which purported to provide "formal notice" to Town Council of a violation of the Town Charter by Councilor Ted Combes. But beyond merely providing notice to the Town Council, or raising concerns of a *possible* violation of Town Charter, Mulholland argued for his conclusion in

a Town Council meeting with an MFR stating that Councilor Combes's call to LeBlanc constituted a violation of the Town Charter and New Hampshire law. The MOR stated, in relevant part:

> "This Memorandum for Record serves as formal notice to the Londonderry Town Council regarding actions taken by Councilor Ted Combes that *constitute a violation of the Town Charter and applicable New Hampshire law*. (Emphasis Added).
>
> On May 13, 2026, at approximately 3:14 PM Deputy Fire Chief Philip LeBlanc documented a telephone conversation initiated by Councilor Ted Combes concerning an ongoing matter involving Town administration and legal communications. . . .
>
> Section 4.8 of the Londonderry Town Charter expressly prohibits interference by individual Councilors in Town administration. Specifically, the Charter states:
>
> "No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees either publicly or privately."
>
> The actions described in Deputy Chief LeBlanc's memorandum represent direct communication by an individual Councilor to a Town employee regarding administrative direction, personnel authority, and operational matters under the authority of the Town Manager. These actions are inconsistent with the Council-Manager form of government established by the Charter and constitute prohibited interference with Town Administration.
>
> *See* May 17, 2026 Memorandum of Record to Londonderry Town Council from Shaun Mulholland.

Mulholland presented his accusations concerning Combes at a Town Council meeting on or about May 18, 2026, without prior notice to the Chairperson of the Town Council. Mulholland admitted in his interview that he asked Chief Young to direct LeBlanc to write the memorandum about the phone call in the first place so that Mulholland could use it as support to accuse Combes publicly of allegedly violating the Town Charter. Mulholland used the memo he had asked LeBlanc to prepare as the basis for the MOR purportedly giving "Notice of Charter Violation." Mulholland also admitted in his interview he withheld notice intentionally so that he could use the conduct against Combes later at a public hearing. When asked if Mulholland mentioned this issue to Chairperson Dunn in their regular meeting before the May 18, Town Council meeting he said:

> "No. Not, the kind of games that they're playing? No. No, *there's a war going on here right now*. So, they play these surprise games with me. They bring stuff on the meeting. I do the same thing."

Mulholland admitted to withholding information from the Town Council intentionally to catch them by surprise. Mulholland justified such conduct based on his view that there was a "war" between him and Council, and he needed every personal advantage he could get.

At that Town Council meeting, Bouchard moved for an investigation. The motion failed by vote of 2-2. No investigation was ever conducted.

H. TOM ROY'S RESIGNATION AND RESCISSION

In the meantime, there had been developments with Roy's job as IT manager for police. Roy had submitted his letter of resignation to Chief Bernard in or around March 23, 2026. *See* March 23, 2026 Thomas Roy Formal Resignation Letter to Kim Bernard. Bernard accepted Roy's resignation on or about April 2, 2026. *See* April 2, 2026 Letter from Kim Bernard to Thomas Roy; *see also* April 2, 2026 Email from Kim Bernard to All Personnel Email Group, cc: Tara Koza re: Resignation of Tom Roy. But Roy later changed his mind.

On or about April 23, 2026, Roy wrote to formally rescind his resignation with Londonderry. *See* April 23, 2026 Thomas Roy Rescission of Resignation Letter to Kim Bernard. Bernard reported positively about this development to Mulholland, as Roy had been a strong employee and him remaining would be beneficial to the Police Department and the Town. Initially, Bernard accepted. But then, according to Roy, "Mulholland stepped in and things got weird."

Before he accepted Roy's recission of resignation, Bernard had a conversation, witnessed by Koza, in which Mulholland told Bernard that he wanted to meet with Roy before he came back. Mulholland wanted to talk to Roy to understand what had changed in terms of the reasons he quit. And more than anything else, Mulholland wanted to understand what Bernard was doing to influence Roy. Mulholland also asked Bernard in this conversation if he knew what Roy had said about him when he told people why he had resigned. From Koza's perspective, it was not clear whether Mulholland meant to condition "acceptance" of Roy's "recission" upon first meeting with Roy, or if Mulholland agreed to such acceptance but simply wanted to meet with Roy before his return.

Bernard later went ahead and sent an email to Roy "accepting" Roy's recission of resignation, copying Mulholland and others in the process. At the time, Roy was still an active employee using accrued leave. *See* April 27, 2026 Email from Bernard to Roy, cc: Whitman, Koza, Bettencourt, Beaudoin, Mulholland, Bernard re: Rescind letter. By all accounts, Bernard's email enraged Mulholland.

Mulholland took the position that Bernard did not have authority to "accept" Roy's "rescission of resignation" and he demanded Bernard revoke such acceptance. According to Koza, Bernard indeed did have the authority to accept the recission of the notice of resignation because Roy had not yet effectively separated from employment with the Town. Roy's employment status had never changed, only his expression of intent had changed. Since Roy essentially gave notice that he no longer intended to resign, Bernard was well within a supervisor's authority to acknowledge the employee's expression of intent to remain without changing his employment status. In an at-will context, this is no different from a supervisor's action every day greeting employees who come to work rather than quit. Every work day is an acknowledgment of continuing employment, and the "acceptance" of the "recission of resignation" was fundamentally no different.

Mulholland admitted as much during his interview, acknowledging that "If this guy wants to rescind his resignation, I don't know of any case on this, but as far as I'm concerned, he can do that. He's not left employment yet. He's here till the 2nd or whatever . . . I mean, otherwise, it's

probably a termination." Mulholland's demand to "revoke acceptance" of the "recission of resignation" therefore had no substantial basis.[5]

Notably, the exchange of emails between Roy and Bernard occurred on a morning when Bernard [redacted]. *See* April 27, 2026 Email Chain with Mulholland and Bernard, cc: Koza and Caron re: Rescind letter. By the time Bernard sent his email to Roy expressing happiness about Roy's decision to stay with the Town, Bernard had decided [redacted]. While Bernard [redacted], Mulholland sent an email to Bernard demanding that the email to Roy accepting the recission of resignation be retracted immediately. This seemed strange to Bernard, and he responded that he was [redacted] and would respond later. *See* April 27, 2026 10:06 AM Email from Bernard to Mulholland cc: Koza and Caron re: Rescind Letter.

I. MULHOLLAND'S UNFOUNDED ALLEGATIONS OF INSUBORDINATION AGAINST BERNARD

1. *Caron Meets with Mulholland*

After Mulholland sent his email directing Bernard to reverse the acceptance of Roy's rescission, Caron and Mulholland had their daily meeting. According to Caron, Mulholland was not happy with Bernard. Mulholland emphasized to Caron that Bernard must undo the acceptance of Roy's rescission of resignation by the end of the day, or face termination.

Caron pushed back, advising Mulholland that Bernard was [redacted]. Caron also inquired whether Bernard had been disciplined previously such that termination was warranted. Bernard had not been previously disciplined as Chief of Police at any time. Mulholland's position was that he had given Bernard a direct order and that Bernard's conduct was insubordination and grounds for termination irrelevant of prior discipline.

Caron felt Mulholland's position was "extreme" and "harsh." She wanted Mulholland to hear out loud what he was proposing, so she repeated back to Mulholland his plan, i.e., that he planned to terminate Bernard if he did not immediately reverse the recission even though he was [redacted] and had no prior discipline. Mulholland would not back down. He confirmed to Caron that yes, that was his position. Bernard would be terminated if he did not immediately reverse the rescission of Roy's resignation, regardless if he was in the middle of [redacted] and had a stellar performance record.

Caron asked Mulholland, what he thought would happen after termination. Mulholland responded that there was a process Bernard could follow to dispute a termination if he disagreed with it. Caron clarified that Mulholland was acknowledging that the Town could face legal process/consequences if Mulholland went through with terminating Bernard. Mulholland said

[5] Mulholland's position was additionally strange given that, according to Koza, Mulholland expressly advised Roy at the required meeting held before his planned return to work that Roy's recission of resignation had been "accepted", assuming he would be returning to work. Roy by contrast recalled the issue never even came up, and that Mulholland assumed Roy was free to choose whether to return to work. Either way, there would appear to have been no reason to "rescind acceptance" of the "rescission of the resignation" and require a meeting about supposedly previously stated plans as a condition for acceptance of the recission in order to allow Roy back to work. The entire

"yes" acknowledging that was the case. This indicated to Caron that Mulholland knew exactly what he was doing, irrelevant of how extreme it sounded.

Caron recalls that after her meeting with Mulholland, Caron spoke with Koza to ask if she was aware of the plan to terminate Bernard. This check-in was typical for personnel changes. Koza advised Caron that she was not aware of Mulholland's plan.

Shortly thereafter, as Caron was leaving for lunch, Koza told Caron that Bernard had called Koza to say he was coming back to Town Hall after [redacted] so that he could speak with Mulholland about the Roy recission of resignation. Koza said Mulholland thought Bernard "put the cart before the horse" by sending his email accepting the recission of resignation. Koza got the impression from Mulholland's email to Bernard afterwards that Mulholland was "flipping out" about Bernard accepting the recission.

2. *Mulholland meets Bernard with his Team*

Mulholland, Bernard, Koza, and Caron met shortly thereafter, when Bernard arrived back at Town Hall from urgent care. Koza said the three of them went into the conference room and waited briefly for Bernard. Koza recalled Bernard came walking up the stairs [redacted]. Koza said "Kim Bernard was [redacted]." She "really felt for him."

Koza said that this was not a scheduled meeting. But everyone was aware of the situation and knew that Bernard was coming. Bernard explained himself during this meeting, stating he did not understand Mulholland's prior conversation as requiring a meeting with Roy before any "acceptance" of the recission of resignation. He also noted that a meeting was already in the works. Mulholland clearly did not believe Bernard or that Bernard had any authority to accept Roy's rescission. It was Mulholland's view that the fire or police chief can only make a recommendation about a firing or hiring and that only Mulholland had the authority to actually hire or fire. Mulholland wanted to make sure Bernard understood his position and to "make it clear who has the authority" to rescind Roy's resignation. Koza disagreed, but "never questioned Mulholland on this." She never heard anyone else question him either.

Koza said that from her point of view, there had been no change in Roy's employment status. There was a "weird timeframe" where Roy had given notice of his resignation but was still an employee. Roy had resigned but used earned time off to get him to his resignation date scheduled for May 2, rather than actually separate from employment. It was in the middle of this earned time off period that Roy found a new job but later decided the new job would not be for him, and he gave notice to Bernard that he rescinded his resignation. From Koza's perspective, Roy was still an employee through all this. Koza therefore did not agree with Mulholland that the question at issue was whether the Chief could hire or rehire. Again, she previously explained this reasoning to Mulholland a day or two earlier during a break in union negotiations. She said she "was not sure" this was a rehire situation. Mulholland told her he disagreed with her at that time. In any event, the conversation between Mulholland and Koza regarding Roy's employment status ended abruptly, Koza believes because they had to get back to negotiations.

Mulholland gave conflicting views during his interview on Roy's job status. At first, Mulholland acknowledged that Roy was technically still an employee and could rescind his resignation if that

Manager in Lebanon, where an employee resigned but did not leave. Yet, later in the interview, Mulholland reverted back to the position he took with Koza that Roy's employment status had changed as a result of his resignation. Mulholland said he believed he had already signed the personnel form effectuating Roy's termination when Bernard accepted the rescission. This turned out not to be true based on the contents of the form provided. *See* Town of Londonderry Payroll Status Change Form re: Thomas Roy, signed by Mulholland May 4, 2026.

Koza said it was her understanding that Bernard did not realize that the prior instruction from Mulholland to set up a meeting with Roy meant that Bernard could not accept Roy's rescission of resignation before such a meeting while he was taking his time off. Koza said Mulholland felt strongly otherwise.

Bernard described the meeting as follows: "I walk in. He's waiting for me. He was on fire. [redacted] Shaun says, 'What are you doing?' and says, 'You're that close to being terminated for insubordination'." Bernard further described the meeting to say, "Shaun went on to say, 'You know the outcome. It won't be good for you.'" Bernard said he responded by saying, "I don't know what you mean." Bernard said that Mulholland responded, "You're a damn good Chief of Police. That isn't the way you want to go out." Bernard said to Mulholland in reply, "I don't understand what you're upset about." Bernard further recalled Mulholland saying, "If you think this is a game of who's going to blink first, it's not going to be me." Bernard recalled responding by saying, "I'm just trying to save a good employee." Bernard said Mulholland objected to Bernard's "acceptance" email also because it was copied to union representatives and other people, saying "I got a problem" with that.

Mulholland admitted in his interview that he was so angry during the meeting with Bernard he did not even listen to Bernard's explanation for having accepted the recission. Mulholland said by that point he was "on to how Bernard operates," adding that "what he [Bernard] says is "BS." Mulholland "was adamant" during the meeting with Bernard that Bernard did not have the authority to accept the rescission. Mulholland directed Bernard that he needed to "rescind" his "acceptance" email.[6]

The meeting ended when Bernard agreed to follow Mulholland's instruction to rescind the acceptance of Roy's recission of resignation immediately. Koza said that Bernard "was understanding" Mulholland, and agreed to do what Mulholland was telling him. Bernard ended the meeting by saying something like "I got it, understood, will do." Bernard sent the email to Roy shortly after as directed by Mulholland. *See* April 27, 2026 Email from Bernard to Roy and Jason Breen, cc: Mulholland and Koza re: Rescission of Resignation.

Koza does not believe she or Caron said a single word during the meeting.

[6] Mulholland sought to excuse his conduct during his interview by arguing that communication in a para-military organization., He said he could understand that Koza and Caron might think something may have sounded "harsh" but he said that Bernard was a police chief and understood how messages are communicated in a para-military setting where emergencies are occurring and people do not have time for courtesies while action must happen quickly. The problem with this attempted excuse is that it is entirely inapplicable in this situation where the topic was simply paperwork. There was no emergency. Yet, Mulholland turned on Bernard in a rage. Such lack of

Caron said that during the meeting, Bernard seemed to be trying to understand why Mulholland did not want Bernard to accept Roy's rescission. She said Mulholland's position was that Bernard did not have authority to accept the recission because it concerned hiring and firing, which only Mulholland could decide. Caron said Mulholland made very clear that Bernard was "heading down a bad path" if Bernard did not do what Mulholland told him. Mulholland said something along the lines of "who's going to blink first…it's not going to be."

Caron said that Koza noted during the meeting that Roy was still an employee of the Town, suggesting that the argument was moot. Mulholland disagreed.

Caron said that Mulholland also mentioned during the meeting that Roy had made negative comments about Mulholland during a job interview with the Town of Bedford, which the Bedford Town Manager had shared with Mulholland. Bernard's position on this was that he could not control what Roy said in that regard, but that Roy was a good employee and Londonderry should keep him. Mulholland clearly disagreed. He also was explicitly mindful of criticism he understood Roy had raised about him as Town Manager.

Caron said that Bernard told Mulholland that he did not believe he was violating chain of command or the Town Charter by accepting Roy's recission, and that he understood that Mulholland had authority to hire and fire. Bernard nevertheless agreed he would tell Roy right after the meeting that the Town did not yet accept his rescission of resignation.

Caron said that at the end of the meeting, Bernard, Koza, Mulholland and Caron discussed having a meeting with Roy before he could come back to work. Bernard agreed to set that up. Mulholland suggested Bernard's Deputy Chief attend [redacted].

As Caron and Koza stood up to leave, Mulholland commented something like "thank you for setting this up and letting Kim know." They both denied having done so, which Mulholland did not seem to believe. It seemed to Caron like Mulholland was accusing them of doing something behind his back by setting up the meeting rather than watching the Town Manager suspend the Chief of Police without further discussion.

Koza was not sure what Mulholland meant by thanking them. If he was insinuating that Koza or Caron had gone behind his back, she had not. Koza wanted to make sure Mulholland understood that she would not have ambushed him. If she had thought the meeting needed to happen and been the one to initiate it, she would have told Mulholland ahead of time. Koza wanted Mulholland to know that, which is why she clarified to Mulholland that Bernard, not she or Caron, was the one who asked for the meeting.

Koza said in her interview that Mulholland essentially accused Bernard of insubordination by emailing Roy. But Koza did not view Bernard's conduct as insubordination. She said that if Mulholland had told Bernard not to accept Roy's rescission and he went ahead and did so, that would have been insubordination. But that is not what happened. Koza did not believe Bernard intended to or thought he was defying Mulholland by accepting Roy's rescission. Koza's impression was that Bernard understood that he was "good to accept" Roy's recission so long as the meeting with Roy was scheduled before he came back from his time off. Notably, that meeting was in the works, which Bernard explicitly told Mulholland before the meeting he had with Mulholland that day. *See*

re: Rescind Letter. Apparently, that did not matter to Mulholland, as he proceeded with his plan to threaten Bernard's job.

Caron thought Mulholland was too harsh with how he handled and spoke with Bernard regarding Roy's resignation. It was "too big a jump to threaten Bernard with termination" in her view. Caron also said "I have never seen a manager talk to an employee that way". *Mulholland's treatment with Bernard "was a standout"* in Caron's experience. Caron did not share this view with Mulholland because Mulholland did not ask for feedback. Caron viewed Mulholland's conduct in this meeting as gratuitous, unprofessional, and "harsh" and "extreme".

According to Koza, "sitting in that room, it was clear that Bernard needed to rescind the acceptance of resignation. This was a directive, and there was no grey area." But there was no "threat" to Bernard, according to Koza. Yet, Koza acknowledged that if she were sitting in Bernard's shoes, she would have gotten the message that the next time something like this comes up, he better make sure he is on the same page as Mulholland. "To me, this employee should have gotten the message, I can be put on admin leave if I overstep again."

As far as whether Koza agreed with Mulholland's consideration of putting Bernard on administrative leave, all Koza would say was that she was "glad that it didn't get to that point." She was "glad that administrative leave was not put in place."

Koza would not go so far as to say that Mulholland bullied or intimidated Bernard during the April 27 meeting. Instead, she described Mulholland as direct and authoritative, because he is ex-military. But Koza also acknowledged, she could "see how somebody else would find [Mulholland's conduct] intimidating." That said, she claimed she has not seen Mulholland bully or intimidate anyone, as she interprets those words.

Bernard interpreted the meeting as retaliatory for participating in the January complaint investigation (or perhaps being the source of the January complaint). Bernard also felt that Mulholland's position regarding Roy was essentially a decision to terminate Roy's employment and that such decision was retaliatory.

Mulholland did not believe his treatment of Bernard was " harsh" and "extreme". It was demanded based on what Bernard did. Mulholland was not taking any "BS" from Bernard, and Bernard could not think he was going to get away with this stuff. What the "stuff" was, however, appeared unclear to everyone. It is especially unclear as Mulholland essentially agreed in his own interview that there was no consequence as to whether the "rescission of resignation" was "accepted" or not prior to the meeting with Roy.

J. BERNARD'S CONCERNS OF RETALIATION

Caron said that Bernard shared concerns with her about Mulholland after this April 27 meeting. Caron said Bernard felt that Mulholland was trying to intimidate Bernard. Bernard also shared concerns that Mulholland may be retaliating against Bernard for voicing disagreement with some of Mulholland's policy decisions (e.g., elimination of the fuel station for gas cards). Bernard also expressed concern that Mulholland would retaliate for participating in the Maher investigation of the January Complaint. Bernard told Caron that he was hesitant to participate in that investigation because he was concerned Mulholland would at some point find out that Bernard had said things that were not favorable to Mulholland.

Caron said during her interview that she believes that things employees say during investigations will get back to Mulholland. But she said she was not afraid of how he will respond to her comments. Notably, when she gave her interview in this investigation, Caron was less than a week from her planned separation of employment with the Town.

Koza also said that Bernard shared concerns with her that he had been retaliated against for his participation in the Maher investigation because he spoke out honestly about Mulholland. But Koza does not know what Bernard would have said to Maher that would have caused Bernard to feel that he might be retaliated against.

In any event, Bernard also expressed concern of retaliation in an email to Koza. Koza forwarded that complaint to the "proper channel." Specifically, Koza forwarded Bernard's email to Liz Bailey since it concerned the Town Manager, and she cited Town policy requiring such action. *See* May 21, 2026 Email from Koza to Bailey re: Attorney Client Privileged – Chief Kim Bernard Complaint.

Notably, Koza disclosed that Bernard had sent his email complaining of retaliation about two thirds of the way through her interview. This was the first time Koza acknowledged any complaint about Mulholland even though she had been asked repeatedly if anyone had complained about the Town Manager. Throughout the interview, Koza repeatedly used the phrase "no official complaints" and she further denied that any complaint had been raised (even when Vrountas clarified he meant even informal complaints), including just moments before she mentioned Bernard's email. This could suggest that the continued discussion eventually jogged her memory. Alternatively, it could suggest that she was being evasive during the interview to avoid crossing Mulholland to fear of how he might react.

Mulholland claims that he gave Bernard a positive performance evaluation for 2026, and that Bernard received a full raise in action therewith. Mulholland also admitted to telling Bernard about knowing that Bernard was looking for another job. Mulholland said that he knew and had spoken to one of the people responsible for deciding whether Bernard can get the job with the Department of Corrections for which Bernard applied. Mulholland's message seemed to be that he could influence Bernard's appointment in that regard, and wanted Bernard to know it.

K. MEETING WITH ROY AND MULHOLLAND RE: TERMS OF RETURN

After the April 27, 2026, meeting with Mulholland, Bernard emailed Roy at Mulholland's direction to say that Bernard did not have authority to accept Roy's rescission. In the same email, Bernard asked Roy if he would meet with Mulholland in person to discuss coming back. *See* April 27, 2026 Email from Bernard to Roy and Jason Breen, cc: Mulholland and Koza re: Rescission of Resignation. Roy agreed to do so.

1. *Meeting with Roy*

Roy asked to have a union rep with him at the meeting with Mulholland but Mulholland would not allow it. According to Roy, Mulholland told Roy he was not allowed a union representation because the meeting was non-disciplinary.

Roy traveled from Maine to Londonderry, the day after his father-in-law died, to meet with Mulholland about rescinding his resignation and coming back to work. No one told Roy why it was necessary to meet with Mulholland so immediately.

Roy said that Mulholland did not shake hands with him when he arrived for the meeting, did not acknowledge his father-in-law's death, or even make eye contact. Mulholland "just started in on his agenda." Koza, by contrast, expressed her condolences to Roy for the death in the family. Koza refused to opine as to whether Mulholland's conduct in failing to express condolences was humane or appropriate. She nevertheless felt it was appropriate to acknowledge the personal loss.

According to Roy, Mulholland never actually said during this meeting that he would accept Roy's rescission. Mulholland just said he "expected" Roy to show up on Monday unless Roy told him otherwise. It was therefore unclear why Bernard's prior email had to be rescinded.

Roy said Mulholland launched into a series of immediate changes to Roy's position. Mulholland advised that Roy would be doing IT work for the fire department in addition to the police. Roy would report to the Cyber Services Director, not Chief Bernard. Mulholland also said that Roy would no longer be allowed to work remotely. Previously Roy had for years successfully worked long days (10-13 hours) Monday – Wednesday and shorter days from home in Maine on Thursday and Friday. But Mulholland said during this meeting that "going forward", Roy would need to be on site in Londonderry five days a week during regular business hours. Mulholland claimed that the change in hours was to coincide with Roy's new boss's hours. Yet, the Chief's hours were not substantially different than those.

Roy understood from Mulholland that these job changes would be immediate, i.e., as soon as he came back to work. As Roy remembers it, Mulholland said almost verbatim, "if you're coming back, this is how it is going to be." Then, Mulholland listed the changes to the job, including no remote work and the requirement to be in office five days a week.

Mulholland gave conflicting answers in his interview regarding what he said in this meeting. Initially, Mulholland said he advised Roy that his position was not remote according to the job description and that the position "now" would be boots on the ground. This suggests that the changes to Roy's job would be immediate at least with regard to no remote work. Notably, the person who took Roy's position after he left does not work remotely, according to Bernard. But Mulholland also claimed in his interview that he told Roy the changes to his job would happen in the next few months as the plan for IT reorganization moved forward.

Tara Koza's written recollection was that Mulholland told Roy that the position was going to change "going forward" and that there was "no timeline" as to when the changes would be made. Arguably, such communication allows for multiple interpretations, from an "any moment now" situation to a "sometime down the road" situation. *See* May 22, 2026 Memorandum from Tara Koza to Human Resources Files re: Timeline of Events – Public Safety I.T. Coordinator Tom Roy's Resignation.

Whatever Mulholland meant about timing, Roy took it as things were going to change with his job immediately. Roy's impression makes sense as Mulholland advised of the changes in a meeting to discuss Roy's return to work the following Monday.

Roy noted during his meeting with Mulholland that the new in-person requirement appeared to be inconsistent with Townwide policy, which encourages employees to work remotely up to three days per week. *See* Remote Work Policy/ADM-104. Mulholland stated that this policy would not apply to Roy. Caron said during her interview she knew of no operational reason why Roy could not work remotely. Roy also believed that these new terms Mulholland described materially changed his working conditions and that, therefore, he should have been allowed union representation at the meeting to bargain regarding the same.

In any event, Roy looked Mulholland straight in the eye and responded "this will cause hardship for me." Roy said Mulholland retorted something like "I'm very well aware of that."

Roy said Mulholland showed no emotion. No concern. No humanity during the meeting. Mulholland just had his agenda, and then there was nothing else to say.

Notably, Mulholland admitted during his interview Roy was by all accounts doing a good job, and Mulholland had no reason not to bring Roy back.

The meeting lasted about ten minutes. Roy wondered why he was required to drive over an hour and half from his home shortly after the death in his family to attend a ten-minute meeting. In his interview, Roy stated he believed the entire meeting was intended just "to jerk me around."[7] Roy believes that Mulholland never had a genuine intention of bringing Roy back. He believes Mulholland knew Roy would not agree to Mulholland's changes to the job. Believing that Mulholland's conduct may have violated labor rules, Roy formally documented his concerns regarding the circumstances of his employment separation to his union President. *See* May 13, 2026 Letter from Thomas A. Roy to Captain Alvin Bettencourt.

2. *Roy Does Not Return*

Koza, Bernard, and Jason Breen (Deputy Police Chief) were present at the meeting. None of them said anything while Mulholland was there. But Roy said that Bernard and Breen spoke with Roy afterwards at the police department. They all were frustrated that Mulholland was changing Roy's working terms and conditions without allowing union representation.

Roy advised Bernard and Breen they he doubted he would return on Monday under the new terms. Bernard said he understood.

On or about May 2, 2026, Roy explicitly rejected the job imposed by Mulholland during the meeting. Mulholland advised in his interview that Roy now works for the Town as a contractor.

3. *The Job Does Not Change for Three Months*

Despite Mulholland's apparent suggestion that Roy's changed job terms would be immediate, Koza shared during her July 2026 interview that the job description for Roy's old position had not changed since Roy held the position. In other words, months after the meeting with Roy, Mulholland still had not implemented the changes Mulholland suggested to Roy would be immediate conditions of his return to work. *See* Job Description Public Safety Information

[7] Roy did not say he believed that Mulholland retaliated against him for the January complaint or participating in the Maher investigation. That was Bernard's belief. Rather, Roy said he felt he was being retaliated against for refusing the Director of Cyber Services job and quitting and applying for a job with the Town of Bedford.

Technology Coordinator Revised January 23, 2024 *compare* Redline Job Description Public Safety Cyber Services Coordinator dated July 1, 2026. The individual who replaced Roy was hired in the exact same position with the exact same job description and exact same reporting structure as Roy had when he worked for the Town.

4. *The Union Objects*

Koza said that the Town is in talks with the union about changes to Roy's position, and that the union has been provided a draft revised job description. *See* July 7-8, 2026 Email Chain with Koza, Spaulding and Mulholland re: Public Safety Cyber Services Job Description and July 8, 2026 Email from Koza to Bettencourt, Beaudoin, Spaulding, Young, Bernard and Mulholland re: Public Safety Cyber Services Job Description with current and draft revised versions attached. That revised job description was dated July 1, 2026 (roughly 2 months after Mulholland's meeting with Roy). Koza said Mulholland believes that he can sign off on the changes on his own regardless of those discussions. Since then, Mulholland imposed the changes to the job description on or about August 1, 2026, over 3 months after the meeting with Roy. The Union has taken the position that the new duties in the job description and the reclassification for reporting require impact bargaining if Mulholland moves forward with the plan.

L. LEGAL COUNSEL WARNS MULHOLLAND NOT TO COMMUNICATE ABOUT INVESTIGATION

Town's general legal counsel, Liz Bailey, instructed Mulholland directly that he should not be involved in the investigation of the March complaint over the phone on or about May 29, 2026. Yet, on or around that same day, Mulholland prepared a Memorandum for Record ("MFR") to Koza regarding the investigation into the March complaint.

Briefly, the MFR purported to "formally direct" Koza to provide assistance to Vrountas in connection with the investigation of the March Complaint. Mulholland's MFR specifically directed Koza to, among other things, assist with access to and collection of relevant records. The MFR also directed that all assistance Koza provided should be done in a "professional, confidential and timely manner consistent with Town policies." It also directed Koza to provide Mulholland updates, as appropriate. Mulholland sent the memorandum to Koza on May 29, on or about 11:08 a.m., and copied the Town's legal counsel, Liz Bailey. *See* May 29, 2026 Email from Mulholland to Koza, cc: Bailey re: MFR Internal Investigation of TM attaching May 29, 2026 Memorandum of Record to Koza from Mulholland re: Assistance with Internal Investigation.

Koza responded almost immediately acknowledging that she had received and reviewed Mulholland's MFR, and confirmed that she would "proceed according to your [meaning Mulholland's] direction."

After receiving these emails, Bailey spoke again with both Mulholland and Koza to clarify that Mulholland cannot be involved in the investigation. Both Mulholland and Koza committed to Bailey that they would *not* speak to one another going forward about the investigation. *See* May 29, 2026 Email Chain with Mulholland Agreement re: MFR Investigation of TM; *see* May 29, 2026 Email Chain with Bailey Agreement re: MFR Investigation of TM.

M. MULHOLLAND COMMUNICATED ABOUT INVESTIGATION AGAINST COUNSEL'S WARNING AND INTERFERED IN THE INVESTIGATION

After Mulholland and Koza agreed to the Liz Bailey instructions, Mulholland involved himself with Koza's work to coordinate witnesses and the collection of relevant documents. Mulholland spoke to regularly and directed Koza regarding this investigation and, among other things, interfered with the investigation and the collection of documents in particular.

1. *Request for Documents*

Koza received a specific written request for the collection of certain documents from Vrountas on July 8, 2026. Koza provided documents in her possession response and also offered to facilitate a call with the Director of Cyber Services, Jeremy Spaulding, to coordinate locating and producing the remaining documents.

2. *Mulholland Interferes with Koza's Efforts to Coordinate Production*

Against the agreement with Bailey's instruction for Mulholland and Koza *not* to confer about the investigation, Mulholland spoke with Koza about her work with Vrountas. Against his agreement with Bailey and against Town policy, Mulholland interfered with Koza's efforts to coordinate with Vrountas and Jeremy Spaulding. He wrote an email to Bailey and Koza on July 13, 2026, insisting that Koza could not "direct" other staff, with particular attention to the requested collection of documents. But she had not been asked by Vrountas to "direct" anybody, she was asked only to coordinate as she had been directly authorized to do by Mulholland. *See* July 13, 2026, Email from Mulholland to Bailey and Koza re: Vrountas Investigation. Mulholland acknowledged as much in his interview, and his earlier MFR explicitly stated so as well.

In response to this interference, Bill Christie, newly engaged Town legal counsel, spoke to Koza phone on July 14, 2026, and asked her to coordinate a call or meeting with Vrountas and Jeremy Spaulding regarding the collection of documents regarding the investigation. Bill Christie followed up on July 15, 2026, by email to Koza memorializing the same request. Vrountas's stated goal was to obtain the document production in advance of Koza's scheduled interview on July 23, 2026. Koza responded to Christie by email on July 16, 2026, and copied Vrountas. She continued to adhere to Mulholland's restriction on her cooperation in the investigation, saying, among other things:

> "Before I proceed . . . I thought I would double check with you based on our last conversation. As I mentioned, Shaun informed me that he is the only one who can direct employees to participate in this investigation. . . . he made it clear that I do not have the authority to direct Jeremy to conduct any searches and that he [Shaun] would need to issue a Memorandum for Record "MFR" directing him (Jeremy) to assist with document/email searches and document collection . . . . Please let me know your thoughts."

In short, Koza did not feel comfortable even making a phone call with Jeremy Spaulding to discuss document collection because of Mulholland's orders. Bill Christie responded on July 16, 2026, stating:

> "We are working on a protocol to governing these situations. For the time being, we request that you stand pat and do not inform Mr. Mulholland about the request. We will provide further guidance once the protocol is in completed which should be very soon."
>
> *See* July 16, 2026 Email Chain with Koza, Bill Christie and Vrountas re: Investigation.

Vrountas heard no further word from Christie or Koza about any protocol regarding the collection of documents. No documents were produced throughout the remainder of the period of Mulholland's employment with the Town, which ended on September 21, 2026.

3. *Mulholland Collects His Own Set of Documents*

Meanwhile, according to Mulholland's own statements in his interview, Mulholland learned what documents Vrountas had requested. It therefore appears that he again communicated with Koza about the investigation generally and about the document requests in particular. Such communication would have been contrary to policy and to Mulholland's express agreement to Bailey on how to proceed.

According to Mulholland, he spoke to Cyber Services Director Spaulding to "prepare" him for the document request and he shared with him the scope of the documents requested. According to Mulholland, Spaulding responded about the request by saying, "I don't think it's going to be all that difficult if that's what they're looking for. . . I don't think it's really going to be that big of a deal if they want that from us." According to Mulholland, he told Spaulding to make production whenever the lawyers request it. This was a strange instruction as the documents had already been requested. Mulholland said in his interview that he also told Koza that he had directed Spaulding to make production and that there should be no problem. Mulholland said that he assumed the documents would be produced while he was on his vacation, which was between August 20 to September 2, 2026.

Nobody told Vrountas that Koza was now free to speak with Spaulding and that Spaulding was now free to make production. Nobody retracted the stated concern in Mulholland's July 13, 2026, email that the document request presented a potentially burdensome cost for the Town.

4. *Koza Expressed Reluctance*

Rather, on July 23, 2026, Koza appeared for her interview with Vrountas and, when Vrountas asked if they could just have a conversation with Spaulding just to discuss how long it would take to conduct a few word searches in the system, as Vrountas suggested that the total number of documents that would come up should be minimal. Notably, this was the same assessment Spaulding had made (which was not shared with Vrountas). Vrountas made clear he would not ask Koza to "direct" anything and that he just wanted to ask questions. Koza visibly hesitated. Koza expressed reluctance to do so based on Mulholland's order not to "direct" and because she had not heard from Christie about any protocols. She said Spaulding would immediately tell Mulholland about any call and that she was wary about how Mulholland might react. She noted that she had a vacation coming up and that, if a call was made, she expected she would be getting a follow up call from Mulholland before she even left the parking lot. Vrountas agreed not to press the issue in part so that Koza could leave on vacation without interference. No progress was made on document production until Vrountas met with Mulholland for Mulholland's interview on September 21, 2026.

Meanwhile, while no one communicated with Vrountas on the request for production of documents, Mulholland proceeded with his own investigation and collected documents from the Town's system he believed would be relevant to the investigation. Mulholland had specifically collected files of documents relevant to the investigation in advance of his interview of September 21, 2026. Mulholland explained the information he collected, saying, "So, there's a bunch of stuff in here. My interactions with Tom Roy, because I assume we're going to get there, right? And I presume you don't have all of them. It would be convenient for you to have all of them." He added, "It would be convenient for you to have all of them. So, that's why I'm trying to make this list." He further added, "So, you want my files on my investigation. That's how I refer to it. All of them, period. I'm saying that because we want to make sure we get this on the recording so that you know."

5. *Mulholland's Interference Was Contrary to Public Policy, Normal Practice, and His Own MFR*

Mulholland effectively stalled the production of documents for the investigation while he compiled documents from the system to conduct his own personal investigation. When he showed Vrountas the file folders of the documents he had compiled, he agreed to produce his documents in a Zip file. They have not been identified or produced.[8]

There was no legitimate reason for this interference. Mulholland treated this investigation differently from normal operating procedure. During her interview with this office, Koza admitted that she frequently consults with the Director of Cyber Services to collect documents for other reasons, including other HR investigations, without being required to first ask Mulholland for permission or to have Mulholland "direct" any such request. She said Mulholland's demand that he be the one to "direct" the Director of Cyber Services regarding the collection of documents related to an investigation about himself as Town Manager was an exception to normal operating procedure.

Importantly, Koza said that Mulholland never told Koza before this investigation that she had to go through Mulholland to deal with, talk to, get help from, or work with another employee. *This investigation is the only time that Mulholland has taken the position that if Koza needs help from another Town employee, including IT, the directive to assist must go through the Town Manager, i.e., she must ask Mulholland what she needs so that Mulholland, and not Koza, may be the one to "direct" any employee on how to proceed.*

Accordingly, Mulholland intervened into the investigation and limited how Koza could and could not proceed, even after being expressly told by counsel that he should not do so. This appeared in direct contradiction to the MFR dated May 29, 2026, and the following email exchange between and among Liz Bailey, Koza, and Mulholland. *See* May 29, 2026 Memorandum for Record to Koza from Mulholland re: Assistance with Internal Investigation and May 29, 2026 Email Chain re: MFR Investigation of TM with Mulholland Agreement.

[8] Mulholland did not produce the documents he showed during his interview, although he promised he would do so. Since then, his employment was terminated and he left no instructions to anyone to make production. This office followed up with Jermey Spaulding, and he advised that Mulholland told him nothing and that he could not identify or recreate what Mulholland showed Vrountas on the computer screen to make that specific production.

Mulholland's actions were contrary to Town policy. They were inconsistent with his own MFR to Koza authorizing her to coordinate witness interviews and document production. They were inconsistent with his express agreement with legal counsel Bailey not to speak with Koza about the investigation.

N. MULHOLLAND IMPROPERLY CONTACTED WITNESSES AND MONITORED THE INVESTIGATION TO PROTECT HIS PERSONAL INTERESTS

Mulholland discussed during his interview he had multiple conversations with other witnesses about their interviews, notwithstanding the fact that he said he knew it would have been "improper" for him to do so. While he claimed those discussions did not cover "content", he nevertheless knew the documents to be sought in the investigation, the topics discussed in the interviews, the witnesses' opinions about the investigation, and at least some of their answers from their interviews, including assurances from witnesses who said he had "done nothing wrong."

Mulholland repeatedly noted that he anticipated his own interview would cover the Tom Roy issues. When asked how he would know that if he had not been speaking to witnesses about the substance of the investigation, Mulholland admitted, "Yeah, the evidence has been leaking in all over the place." When asked how these leaks have come to him, he responded, "A number of sources because where it's coming from, the motivations behind that, and all the other interplay that's gone on behind the scene." When pressed again about the sources of information Mulholland had about the investigation, Mulholland spilled, "Because you want to find out where the Town Councils have been sharing information with me."

This was the first mention by anyone that any member of the Town Council had been supplying information to Mulholland. His evasion appears to have amounted to a confession.

Meanwhile, Mulholland said he continued to receive and accept updates from employees about the interviews they had given during the investigation. When asked about his conversations with interviewees, Mulholland replied that he was "trying to remember how many people have come in and said what BS this is."

Mulholland remembered talking to at least Dave Wholley, Tanya Pinter, and Tara Koza about the interviews conducted for this investigation. Understanding that it would have been "improper", Mulholland claimed that he did not discuss the "content" of the interviews, with these individuals. In fact, he said he did not ask for or know the details of the interviews since, given he was the subject, it would not have been appropriate for them.

Yet, he admitted that he was prepared for certain questions about Roy and Bernard, for example. He also acknowledged having collected certain records he thought were relevant to the investigation ahead of time, referring to them as "my files on my investigation." It is unclear how this would have been possible unless he discussed with employees what was asked about during interviews and what documents were requested. Indeed, Mulholland admitted that while ideally there would have been a directive not to discuss the investigation at all, the staff did talk and was confused about what to do.

As Mulholland explained it, people were talking about their boss, everyone knew how "shady the investigation was", and so "certain things did get talked about." Mulholland admitted that he asked Tanya Pinter whether her interview was recorded. He also admitted that Dave Wholley shared

with Mulholland at least one question and answer, namely that that Wholley was asked if there was anything Mulholland did wrong, to which Wholley responded to say that Mulholland "wears a tie on Fridays". Mulholland further added that one person felt "indicted" during her interview, while another said she "felt like she was under investigation" while another said the interview covered "the same old questions" as from the prior investigation, while another said that the whole thing was "a waste of time." Mulholland also acknowledged that these employees assured him after their interviews that based on what they had heard, he had nothing to worry about and had done nothing wrong. Yet, Mulholland claimed in his interview that he didn't discuss the "content" of the interviews because that would have been "improper".[9]

O. RESCISSION OF BUDGETED EXPENDITURES

On or about July 30, 2026, Mulholland issued a Memorandum to the Director of Public regarding the subject "Directive—FY 2027 Budget Rescissions." Claiming legal expenses incurred during fiscal year 2027 would "substantially exceed the amount included in the adopted operating budget" the memorandum directed "that available FY 2027 funds be preserved unless and until further authorization is provided by the Town Manager." The Memorandum provided further that the Department of Public Works' delegated authority to use funds for paving was rescinded "regardless of whether sufficient funds presently appear to be available within paving account line." It further provided that expenditures for "essential municipal services" like payroll and benefits, and immediate public safety needs, legally or regulatorily mandated work, payments on legally binding contracts, and winter maintenance could continue, "provided that they remain within existing appropriations and comply with all applicable procurement and financial-control requirements." *See* July 30, 2026 Memorandum to Dave Wholley from Shaun Mulholland re: Directive – FY 2027 Budget Rescission. The Town had not received a bill from this office as of the time of that interaction.

P. INTERFERENCE WITH THE TOWN'S REPRESENTATION IN THE UNFAIR LABOR PRACTICES CLAIM AND MORE ACCUSATIONS OF CHARTER VIOLATIONS

On or about August 6, 2026, Mark Beaudoin, attorney for the Union, filed an Unfair Labor Practice Complaint with the State of New Hampshire PELRB against the Town of Londonderry and Mulholland alleging that changing Roy's job position as Mulholland described in his meeting with Roy without impact bargaining or approval from Town Council constituted an unfair labor practice that violated RSA 273-A:5. *See* Unfair Labor Practice Complaint signed and dated August 6, 2026. Mulholland named Bernard specifically as being behind, among other things, the police union's objections to the changes to Roy's job position and the later unfair labor practices complaint.

Upon information and belief, the law firm Sheehan Phinney Bass & Green was hired to represent the Town at the hearing on the labor claim. Presumably, the Town Manager reached out to the firm to engage that firm to represent the Town in response to the labor complaint. Later, the Town Council engaged the law firm of Shaheen and Gordon to take over the case.

[9] These meetings were not likely "chance" meetings in the hallway. Mulholland noted that Wholley discussed his investigation interview right in Mulholland's office. Wholley's office is in a separate building at the DPW. He did not find himself in Mulholland's office by accident, and the subject could only have come up intentionally.

Mulholland claimed that the Town Council violated the Town Charter when it engaged counsel to represent the Town to respond to the labor complaint concerning Mulholland's conduct that had been filed against the Town. Mulholland's theory was that he was "the Town" in this context, and therefore the only one with authority to choose and hire legal counsel under Town Charter, as the case dealt with personnel matters and administration of staff. But Mulholland also admitted that he had a personal interest in the unfair labor practices claim as his actions were the ones being challenged. Yet, he did not recuse himself. Instead, Mulholland again sought to control a matter in which he had a clear conflict of interest, and which notably related to this investigation to the extent it concerned alleged retaliatory treatment of Roy. He so, admittedly, to protect himself.

On or about September 21, 2026, Mulholland advised Council Chairperson Dunn during their regular Monday meeting that he intended that night, during the scheduled Town Council meeting, to accuse the Town Council of what he claimed was an alleged Charter violation regarding engagement of legal counsel unless Dunn "took the off ramp" and gave the case back to prior legal counsel of Mulholland's choice. Mulholland wanted prior counsel, in part, because he believed Council's choice of lawyer intended to undermine his decisions regarding Roy at the hearing, while prior counsel would support him. Mulholland inserted himself into the decision about the choice of counsel for the Town on the unfair labor practices claim to force legal representation for the Town that he believed would be best for him.

Indeed, this was how he approached his relationship with Town Council generally. Mulholland stated this during his interview:

> "I am deliberately letting them walk down the plank and I'm letting them saw it off behind them. And every opportunity I can, I'm putting things on the record because ***I'm playing the long game. And I intend to win the long game***. So they keep doing these things that are illegal, they're shady things that they're doing, and ***I'm going to call them on it when it's convenient for me to do so when it's in my best interest***. I'm going to do it tonight again if they don't take the off-ramp. I'm going to do it again." (Emphasis Added)

Q. PRODUCTION OF PRIVILEGED AND CONFIDENTIAL INVOICES FOR LEGAL FEES

On or about August 17, 2026, Mulholland admitted during a Town Council meeting that he published in response to a 91A request a law firm bill that had been sent to the Town for payment, despite the fact that the Town had asserted attorney-client privilege over that document the prior week, rendering such document not subject to the 91A request. The bill was issued for services rendered by Attorney Bill Christie, a partner at Shaheen & Gordon, who had been retained as the lawyer and general counsel to the Town. Among other things, the bill included entries dealing with issues related to the various investigations concerning the Town Manager, including the investigation into the March Complaint that was ongoing.

Mulholland showed a portion of the bill during his interview. He argued that it did not show planning, theories or anything confidential. He claimed his action making production against the instruction of the Town Council was supported *by Hampton Police Association, Inc. v. Town of Hampton*, Rockingham No. 2010-323 (NH Supreme Court, 2011). That case held "that the attorney-client privilege *may* apply to information in a billing record that reveals 'the motive of the client in seeking representation, litigation strategy, or the specific nature of the services

provided, such as researching particular areas of law.' *Clarke*, 974 F.2d kat 129; *see Chaudhry*, 174 F.3d at 402; *In re Gibco, Inc.*, 185 F.R.D. 296, 299 (D. Colo. 1997); *Maxima*, 641 A.2d at 984; *Hewes v. Langston*, 853 So. 2d 1237, 1248-49 (Miss. 2003)(billing statements that provided an 'hour by hour rendition of the work performed for a client,' including identifying, by name, the people with whom the attorney talked, the topics they discussed, the people with whom the attorney talked, the topics they discussed, the subjects the attorney researched and the papers he reviewed 'necessarily reveal[ed] strategies, confidential communications, and the thought processes behind the representation' and were privileged from disclosure)." The portion of the bill Mulholland showed during his interviewed contained names and narrative descriptions.

Incidentally, the former Town Treasurer, Kathy Wagner, said in an interview that he 91A public records request to the Town for legal bills had been denied and that Dan Bouchard, a Town Councilor, had told her they would not be produced. Thus, it appears Mulholland at least departed from past practice by making production against the Town Council's assertion of privilege. While there may well have been a judgment call on the bills, the fact is that the Town Manager refused to respect the claim of privilege by the Town Council on a document. Such conduct reflects an oddly hostile approach with the Town's representative elected body.

R. ATTEMPT TO OBTAIN ADDITIONAL LEGAL INVOICES

On August 18, 2026, Finance Controller, Sarah Jardim Lee, sent an email to Vrountas explaining that Mulholland had instructed her to contact Vrountas and request any and all invoices that had been issued to the Town. Vrountas responded that any invoices would be sent to the Town's general counsel, Bill Christie. Vrountas received no response to this email.

V. APPLICABLE STANDARDS

The standards reviewed and relied upon in evaluating the allegations of the March complaint are set forth below in relevant part, as follows:

A. TOWN POLICIES

1. *Employee Code of Conduct/ADM-100*

Section 3.0: Definitions
The following definitions apply to this Policy:

Bullying - Repeated, unreasonable behavior directed toward an employee or group of employees that creates a risk to health and safety, undermines dignity, or interferes with work performance. ***Bullying may include intimidation, humiliation, sabotage, or persistent hostile conduct.*** (Emphasis Added) . . .

Harassment - Unwelcome conduct based on a protected characteristic that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment, or that unreasonably interferes with an individual's work performance. Harassment may be verbal, physical, visual, or electronic . . .

Professional Behavior (Conduct) - ***Behavior that reflects*** competence, ***integrity***, ***accountability***, ***and respectful communication***. ***Professional conduct includes appropriate workplace demeanor*** and ***adherence to Town policies*** and supervisory direction. (Emphasis Added)

Retaliation - ***Any adverse action, threat, intimidation***, ***or negative employment-related consequence*** taken against an employee ***because they made a good-faith report, participated in an investigation***, or exercised a protected right. ***Retaliation is prohibited***. (Emphasis Added) . . .

Uncivil Conduct / Workplace Incivility - ***Behavior that is*** rude, disrespectful, disruptive, or ***demeaning, including*** yelling, insults, sarcasm used to belittle others, ridicule, ***intimidation***, or conduct that undermines workplace respect and teamwork. (Emphasis Added)

Transparency – Transparency is the practice of ***conducting Town business in an open, clear and accountable manner***. It includes ***providing accurate information***, documenting decisions appropriately, and ***communicating in a way that supports public trust***, while ***protecting confidential, legally protected or sensitive information*** as required by law and Town policy. (Emphasis Added)

Section 5.0: Procedures – Standard of Conduct

5.1 Professional Behavior

Employees shall:

- Perform their duties competently, responsibly, and in a timely manner
- Treat residents, coworkers, supervisors, elected officials, vendors, and visitors with courtesy, dignity, and respect
- Communicate clearly, honestly, and professionally in all verbal, written, and electronic interactions
- Maintain appropriate professional boundaries in the workplace

5.2 Respectful Workplace

The Town of Londonderry is committed to a workplace free from discrimination, harassment, bullying, and intimidation.

Employees shall:

- Comply with all Town policies related to equal employment opportunity and harassment prevention
- Refrain from conduct that is abusive, threatening, disruptive, or disrespectful
- Support a culture of inclusion, teamwork, and mutual accountability

Workplace Civility

The Town of Londonderry is committed to maintaining a professional, respectful, and civil workplace that supports effective public service and employee well-being.

Workplace civility means treating others with dignity and respect, even in situations involving disagreement, stress, or differing viewpoints. Employees are expected to engage in constructive communication, demonstrate self-control, and contribute positively to the work environment.
Expectations

Employees shall:

- Communicate in a professional, courteous, and respectful manner at all times
- Listen actively and consider differing perspectives without hostility or dismissiveness
- Address disagreements constructively and through appropriate channels
- Refrain from conduct that undermines teamwork, morale, or mutual respect
- Shall not display Uncivil Conduct
- Shall not display Persistent negativity or disruptive behavior that interferes with work operations

Such conduct, whether occurring in person, by phone, electronically, or through social media when related to Town business, is inconsistent with Town standards and will not be tolerated.

Shared Responsibility

All employees share responsibility for maintaining a civil workplace. ***Supervisors and managers are expected to model civil behavior,*** address concerns promptly, ***and foster an environment of professionalism, accountability, and teamwork***. (Emphasis Added)

Workplace civility supports effective service delivery, strengthens public trust, and contributes to a healthy, productive organizational culture.

5.9 Reporting Concerns

Employees are encouraged to report suspected violations of this Code of Conduct or other Town policies promptly and in good faith.

Reports may be made to a supervisor, department head, Human Resources, or other designated authority. ***Retaliation against any employee who raises a concern in good faith is strictly prohibited***. (Emphasis Added)

5.10. Enforcement and Discipline

Violations of this Code of Conduct may result in corrective or disciplinary action, up to and including termination of employment, consistent with applicable laws, collective bargaining agreements, and Town policies.

The level of discipline will depend on the nature and severity of the violation, prior conduct, and mitigating or aggravating factors.

2. *Ethics Policy for Town Employees/ADM-108*

Section 3.0: Definitions

The following definitions apply to this Policy:

3.1 Conflict of Interest

Any situation where a private pecuniary or personal interest could interfere with the proper discharge of a public duty. Such interest must be immediate, definite, and capable of demonstration, and not remote, uncertain, contingent, or speculative, consistent with Atherton Concord, 109 N.H. 164 (1968) . . .

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.

3.7 Recusal

The act of removing oneself from participation in any official matter due to a conflict of interest. . .

Section 4.0: Policy Detail

4.1 Ethical Standards

All Town Employees are expected to:

1. Act in the best interest of the Town and its residents;
2. ***Conduct Town business fairly, impartially, professionally, transparently, and with integrity***;
3. Exercise care, competence, diligence, and sound judgment in the performance of public duties;
4. Disclose any actual or potential conflicts of interest;
5. ***Recuse themselves from matters where a conflict of interest exists***;
6. Avoid actions that create the appearance of impropriety or misuse of public office;
7. Maintain public confidence in Town government operations; and
8. Comply with all applicable laws, policies, regulations, and ethical obligations.
   (Emphasis Added)

4.2 Conflicts of Interest

1. ***No Town Employee shall use their position for personal gain*** or allow private interests to improperly influence official duties.
2. ***Employees shall disclose any actual or potential conflict of interest*** to their supervisor or Department Director as soon as practicable.
3. ***Employees shall abstain from participating in any decision***, recommendation, procurement, hiring process, supervision, evaluation, ***investigation,*** disciplinary matter, or official action ***where a conflict of interest exists.*** (emphasis added)
4. Employees shall not participate in the hiring, evaluation, supervision, or discipline of members of their immediate family except where operationally unavoidable and specifically authorized by the Town Manager or designee.
5. Employees and members of their immediate family who routinely conduct business with the Town may only participate in Town procurement opportunities through an open and competitive procurement process consistent with Town purchasing requirements.
   (Emphasis Added)

3. Complaints and Investigations/ADM-126

Section 5.0: Procedures

5.1 Receiving a Complaint

5.1.4 Complaints Involving the Town Manager

Complaints involving the Town Manager shall be forwarded to the Town's Legal Counsel for further action. The Town's Legal Council [sic] will contact the Chairman of the Town Council and ask that a meeting be conducted with the full Town Council and Legal Counsel to discuss the complaint and take the appropriate action to investigate the allegations. (Emphasis Added)

5.1.5 Receiving Complaints Through the Anonymous Hotline

The Town operates an anonymous hotline for reporting waste, fraud and abuse. The procedures regarding the use of the Anonymous Hotline shall be as outlined in ADM-111 Anonymous Hotline Policy to the extent that it is not inconsistent with this policy.

5.1.10 Protection of Reporting Parties

Persons filing complaints against Town employees or Town officials shall not be harassed, abused, intimidated, threatened or otherwise discriminated against by any Town employee or Town official. Town employees are further protected regarding the filing of complaints or participating in investigations through provisions of RSA 275-E Whistleblowers' Protection Act. There are additional protections for Town employees under federal law, see references in Section 6 below. (Emphasis Added)

5.2 Review and Investigation of Complaints

5.2.1.1 Town Manager Authority

The Town Manager reserves the authority to conduct an independent review of internal investigations conducted by departments. Further, the Town Manager may intervene and take over the investigation of any complaint regarding a violation of Town policy to conduct an independent investigation. ***This provision does not apply to complaints involving the Town Manager***. (Emphasis Added)

5.2.3 Findings of Investigations

The person assigned to conduct an investigation of a formal and in some cases informal complaint shall at the completion of that investigation make a finding which shall include one of the following determinations.

1. *Sustained* - The complaint is substantiated by the evidence available.
2. *Unfounded* - The complaint on not factual.
3. *Exonerated*- There is evidence to indicate the incident occurred however the actions of the employee were lawful and not contrary to Town or department policy.
4. *Not Sustained* - The complaint is unsubstantiated based upon the evidence that is available.

4. Anonymous Hotline Policy/ADM-111

Section 1.0: Purpose

The Town of Londonderry upholds the highest possible standards of ethical, moral, and professional conduct. In line with this dedication and the Town's commitment to open communication, ***this policy provides an avenue for employees and other individuals to raise concerns and reassurance that they will be protected from reprisals or victimization for whistleblowing in good faith***. However, if an employee or other individual feels that anonymity is not required then they should follow our existing reporting procedures. (Emphasis Added)

Section 4.0: Policy Detail

The whistleblowing policy is intended to cover serious concerns that could have a significant impact on the Town, such as actions that:

- May lead to incorrect financial reporting.
- Are unlawful.
- Are not in line with Town policies, including the Code of Ethics.
- Otherwise, it would amount to serious improper conduct.

Section 5.0: Procedures

5.2 How the Report Will Be Handled

The action taken will depend on the nature of the concern. The Town Manager receives a copy of each report and follow-up reports on actions taken by the Town. ***Reports filed in which the Town Manager is alleged to be involved in fraud, waste, abuse or ethics violations will be sent directly to the Town's legal counsel for review and follow-up with the Chairperson of the Town Council*** or the Council as a whole if there are concerns regarding the culpability of the Chairperson. (Emphasis Added)

5.3 Safeguards

Harassment or Victimization

Harassment or victimization of individuals submitting hotline reports will not be

tolerated. (Emphasis Added)

5. *Title VI, Chapter XXVI - Code of Ethics*

SECTION III CODE PROVISIONS

A. No Conflicts of Interest

Community Officials of the Town shall avoid conflicts of interest. In such instances, you ***shall recuse yourself*** from discussion and decision-making. (***Recusal means to remove yourself completely from all further participation in the matter in question***.) **1,8** (Emphasis Added)

B. A Duty to Recuse in Quasi-Judicial Actions

A "quasi-judicial action" is any action where the board or committee you are a member of is acting like a judge or a jury. For example, when your board or committee has a duty to notify the potential parties, hear the parties, and can only decide on the matter after weighing and considering such evidence and arguments as the parties choose to lay before you, you are involved in a quasi-judicial action. The work of the planning and zoning boards is largely quasi-judicial. ***Community Officials are expected to recuse themselves if a conflict exists or if they believe they cannot for any reason be totally fair and impartial. 1,9*** (Emphasis Added)

6. *Title VI, Chapter V – Policy Against Harassment & Reporting Procedures*

SECTION I PURPOSE

The Town of Londonderry is committed to providing a work environment that is free of harassment based on sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, sexual orientation, gender identity and any other characteristic protected by applicable law. The Town recognizes the harmful effects of harassment and will not tolerate it.

SECTION III EXAMPLES OF PROHIBITED HARASSMENT

This policy prohibits offensive, intimidating, threatening, or otherwise unwelcome comments or conduct based on sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, gender identity or sexual orientation. Examples of prohibited conduct include, but are not limited to:

A. Written or spoken disrespectful or derogatory terms about sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, or sexual orientation;
B. Slurs and epithets;
C. Unwelcome jokes;
D. Insults;

E. Threats of physical violence or harm to a person's property;
F. Display or circulation of materials, items, or images that are disrespectful, degrading or disparaging to individuals or groups based on the characteristics listed above;
G. Any other unwelcome conduct or comments directed at a person or group because of a particular protected characteristic (i.e. sex, race, age, etc.).

B. TOWN CHARTER

1. *Town of Londonderry Title I – General Code (Effective March 10, 2020)*

ARTICLE 1 - Incorporation: Town Form of Government: Power

Section 1.2. Town Form of Government

The administration of the fiscal, prudential, municipal and other affairs of the Town, with the governance thereof, shall be vested in a Town Council, shall be directed by a Town Manager, and shall consist of the various departments of the Town as established by this Charter and from time to time by the Town Council. Except as expressly authorized by this Charter, no Councilor shall participate in the conduct of the administrative affairs of the Town.

ARTICLE 4 - Administration of Government

Section 4.6. Powers and Duties of the Manager

A. 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 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. . .

G. 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.

H. The Manager shall set rules and regulations and establish a system of personnel administration known as the "Personnel Plan". The Personnel Plan shall include provisions with regard to classification, compensation, selection, training, promotion, grievances, discipline, vacations, retirement and any other matters necessary to the maintenance of efficient service and proper working conditions.

J. 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.

ARTICLE 6 – Conduct of Officials

Section 6.3 Disqualification from Decision Making Process

A. No elected or appointed officer or employee of the Town shall take part in a decision concerning the business of the Town in which that officer or employee or a member of his/her family, directly or indirectly, has a financial or other gainful interest which may affect his/her vote in favor of or against that business, aside from his/her salary as such officer or employee, greater than any other citizen or taxpayer.

2. *Town of Londonderry Title I – General Code (Effective March 10, 2026)*

ARTICLE I POWERS OF THE TOWN

§1.01 Powers of the Town

The administration of the fiscal, prudential, municipal and other affairs of the Town, with the governance thereof, shall be vested in a Town Council, shall be directed by a Town Manager, and shall consist of the various departments of the Town as established by this Charter and from time to time by the Town Council. Except as expressly authorized by this Charter, no Councilor shall participate in the conduct of the administrative affairs of the Town.

ARTICLE III TOWN MANAGER

§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: . . .

(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.

(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.

(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.

ARTICLE IV DEPARTMENTS, OFFICES, AND AGENCIES

§4.02 Personnel System

Manager shall set rules and regulations and establish a system of personnel administration known as the "Personnel Plan". The Personnel Plan shall include provisions with regard to classification, compensation, selection, training, promotion, grievances, discipline, vacations, retirement and any other matters necessary to the maintenance of efficient service and proper working conditions.

ARTICLE VIII – General Provisions

§8.01 Conflicts of Interest

. . . No elected or appointed officer or employee of the Town shall take part in a decision concerning the business of the Town in which that officer or employee or a member of his/her family, directly or indirectly, has a financial or other gainful interest which may affect his/her vote in favor of or against that business, aside from his/her salary as such officer or employee, greater than any other citizen or taxpayer.

C. STATUTES

1. *Town Manager Statute – RSA 37*

37:2 Appointment of Manager. – The selectmen of towns adopting the provisions of this chapter, as herein provided, shall forthwith thereafter appoint a town manager who may or may not, when appointed, be a resident of the town or state. . .

37:5 General Authority. – The town manager shall be the administrative head of all departments of the town and be responsible for the efficient administration thereof, except as herein otherwise provided. He shall have general supervision of the property and

business affairs of the town and of the expenditure of moneys appropriated by it for town purposes, but his authority shall not extend to warning town meetings, making bylaws, borrowing money, assessing or collecting taxes, except as otherwise provided in RSA 37:16, granting licenses, laying out highways, assessing damages, or any other functions of a judicial character vested by law in the selectmen or other town officers, nor to supervision of the offices of town clerk and town treasurer.

37:6 Powers and Duties in Particular. – The town manager shall have the power and it shall be his duty: . . .

II. To appoint, upon merit and fitness alone, and to remove, all subordinate officers and employees under his control, and to fix their compensation. . .

V. To keep the selectmen fully advised as to the needs of the town, within the scope of his duties, and to furnish them on or before the thirty-first day of January of each year a careful, detailed estimate in writing of the probable expenditures of the town government for the ensuing fiscal year, stating the amount required to meet the interest on maturing bonds and notes or other outstanding indebtedness of the town, and showing specifically the amount necessary to be provided for each fund and department; and to submit at the same time an estimate in writing of the amount of income from all sources of revenue, exclusive of taxes upon property, and of the probable amount required to be levied and raised by taxation to defray all expenses and liabilities of the town. For the purpose of enabling the town manager to make up the annual estimate of expenditures, all boards, officers, and committees of the town shall, upon his written request, furnish all information in their possession and submit to him in writing a detailed estimate of the appropriations required for the efficient and proper conduct of their respective departments during the fiscal year . . .

VII. To have charge, control, and supervision, ***subject to the direction of the selectmen*** and to the bylaws of the town, if any, of the following matters: . . .

(c) The purchase of all supplies for the town.

(d) The police and fire departments of the town, if any . . .

(j) The letting, making, and performance of all contracts for work done for the town. (Emphasis Added)

2. Anti-Harassment Statute - RSA 354-A

Harassment is a form of discrimination prohibited by law, involving unwelcome conduct, which is either severe or pervasive, and based upon an individual's legally protected class. Harassment can result from verbal or physical conduct, including offensive remarks or jokes, based on a person's race, sex, religion, color, ethnicity, sexual orientation, or other

protected personal characteristic. It must be objectively and subjectively offensive (i.e., the complainant and a reasonable person find the harassment offensive) and it must be so severe or pervasive that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment or results in an adverse employment action (such as, e.g., the victim being fired or demoted).

D. MULHOLLAND EMPLOYMENT AGREEMENT

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. (Emphasis Added.)

VI. FINDINGS AND ANALYSIS

As a foundational principle, the legitimate powers of the Town Manager are extensive and vast. By statute, Charter, and Town Policy, a Town Manager has significant authority to supervise and make decisions about the administrative and financial affairs of the Town and to conduct day-to-day operations. But the Town Manager's authority is *not* absolute.

Plainly there are limitations on a Town Manager authority even in his role as the chief administrative officer of the Town. Applicable governing documents prohibit conduct that rises to the level of harassment, bullying, intimidation, unprofessional/uncivil behavior, intimidation, and retaliation. Applicable statute, Town Charter, and policy, as well as any governing employment agreement, also apply an affirmative duty for a Town Manager to perform his duties with candor to the Town Council and the public and to avoid conflicts of interest and comply with applicable rules of recusal as defined therein. The March Complaint alleged Mulholland engaged in conduct that failed to comply with these standards. The Town Manager further engaged in improper conduct following the commencement of this investigation into the March complaint. These are the findings on such allegations:

A. ALLEGATION OF HARASSMENT

Finding: Not Sustained.

This investigation produced no credible support that Mulholland ever intimidated, threatened, made jokes or comments about, harassed or otherwise engaged in any unwelcome offensive conduct *based on a personal, protected trait of any employee or otherwise* in violation of law or Town Policy. *See* Town Policy ADM-100, §3.0, Title VI, Ch. V, §1 and RSA ch. 354-A.

B. ALLEGATION OF RETALIATION

Finding: Mixed--Probable cause to sustain

This investigation produced credible support that Mulholland retaliated against Bernard and Roy in violation of Town Policy ADM-100, §5.9, ADM-111, §§5.2 and 5.3, and ADM-126, §5.1.10.

Briefly, and as more fully discussed above, the investigation uncovered credible key facts that Mulholland believed either Bernard or Roy was the likely source of the January Complaint and that Mulholland took negative employment related action against both men, as result. Indeed, it was the general consensus was that the police department was the source of the January Complaint and criticism of the Town Manager. Roy and Bernard were critical of Mulholland during that investigation. Both were asked during interviews if they were the one who filed the complaint or if they knew who did. None of the other Town employees from outside the police department reported being asked those questions.

Further evidencing his animus, Mulholland asked in his interview who complained about him. When told it was an anonymous complaint, Mulholland responded, "Okay. So, that's going to be over here. I'm assuming the police department." When asked if he knew the complaint came

from the police department, Mulholland responded, “I don’t know where it came from, but what else is there?”

Mulholland threatened to terminate Bernard in April, 2026, without credible basis or prior discipline during the investigation of the January complaint. Deputy Town Manager described Mulholland’s threats against Bernard’s job as “harsh,” “extreme,” and intimidating. Moreover, Mulholland made vague comments to the Deputy Town Manager and the Director of HR after the meeting, which they perceived as Mulholland’s displeasure that they had thwarted his plan to terminate Bernard by setting up a meeting to allow Bernard to explain himself and take action accordingly. Both women said Mulholland seemed upset because he believed falsely that they had told Bernard of Mulholland’s plan to terminate him, thereby giving Bernard a chance to undo the conduct Mulholland intended to rely on pretextually to terminate Bernard.

Meanwhile, Mulholland knew the investigator of the January complaint from prior work engagements and communicated with him about the January investigation even though it was about Mulholland himself. Town employees found Mulholland’s involvement in the investigation “strange” and “weird”, to say nothing of the fact that it expressly violated Town conflict of interest and recusal policies.

Around the same time that he was targeting Bernard, Mulholland forced Roy to quit based on assertions that his position would materially change once he would return to work after resignation. Mulholland claims that he relayed that these changes would happen later only once the IT reorganization took effect. But Roy understood Mulholland’s comments as reflecting immediate changes to his job. Indeed, Mulholland raised the issue in his meeting with Roy to discuss his returning to work the following week, and said “if you come back, this is the way it’s going to be.” Mulholland’s conduct in that regard is now the subject of an unfair labor practices claim.

Mulholland’s statements to Roy about the timing of the changes to the IT job were at the very least vague and misleading enough for Roy to believe his job was to change immediately and, from his perspective, unacceptably. After Roy refused the new position, the Town hired a new person to work the same job, with the same boss, with the same responsibilities. Mulholland’s comments during the meeting appear calculated to encourage Roy to change his mind and leave. A revised job description dated July 1, 2026, was circulated to the Union. Mulholland implemented the changes on August 1, 2026. There is now pending an unfair labor practices complaint at the PELRB concerning these changes.

It is possible to conclude that what motivated Mulholland in targeting Bernard and Roy’s job was merely their objections to some of his policy decisions, as Roy opined, as opposed to their perceived role in the January complaint, as Bernard suspected. Plausibly, it was just Mulholland’s management style to bully those who he viewed as challenging his authority in this way. Mulholland tells a plausible story that he was annoyed by the way Roy rejected a proposed promotion and that he felt Bernard had interfered with Mulholland’s relationship with Roy and his efforts at filling the Director of Cyber Services position. As he explains it, he believes Bernard used Roy as “a pawn”. Mulholland’s statements to others also reflected his displeasure about Roy’s opinions of Mulholland and Bernard’s supposed “power” play games. If that was in fact the case, technically this sort of retaliation might not constitute proscribed retaliation as defined by Town

policy. Nevertheless, such animus would not excuse the uncivil, disrespectful, and bullying conduct that was plainly described by several witnesses, and such conduct nevertheless violates the unprofessional conduct, workplace respect, and anti-bullying policies of the Town.

For now, there is probable cause to sustain a charge that Mulholland bullied and retaliated against these men because of their perceived role in complaining about the Town Manager, given how drastically Mulholland's conduct toward Bernard and Roy contrasted with his conduct with other employees, given the illogical and unnecessary conflict over the "acceptance" of Roy's request to "rescind" his resignation, and given the timing of Mulholland's "harsh" and "extreme" conduct, along with Mulholland's admitted suspicions of Bernard being the source of complaints about the Town Manager, and along with Bernard's reasonable perception of bullying and retaliation and Roy's perception that he was intentionally "jerked around".

Furthermore, Mulholland admitted to a retaliatory animus toward Bernard and Roy, believing that they were the source of complaints. He certainly treated them differently than other employees with regard to their employment.

At the very least, there appears to be a "dual" motivation to retaliate against Bernard and Roy for both their opposition to policy and management initiatives and their perceived roles in the January and/or March complaints. Indeed, the "dual" motives are closely related, as Mulholland plainly views the complaints as part and parcel of Bernard's "power" struggle with Mulholland. Thus, at the very least, retaliation for perceived roles in complaints appears to have been a substantial motivating factor for what is essentially undisputed "harsh" and "extreme" conduct that was a stand out as compared to conduct with others and committed as part of a turf war. Accordingly, there is probable cause that Mulholland targeted Roy and Mulholland because of improper animus.[10]

Such retaliation violates numerous Town policies. There is probable cause to sustain an allegation of retaliation.

[10] Mulholland questioned in his interview who he possibly could have retaliated against, and later answered his own question by referring to both Roy and Bernard. He then proceeded to argue that his *post facto* actions prove no retaliatory intent. Specifically, he said that Roy was now "on the payroll" and that he gave Bernard a "good review" and the highest merit raise allowable, and that such circumstances disprove past retaliation. The fact that he knew, while claiming never to having been told about the topic of the investigation by the Town Council or this office, who he allegedly retaliated against shows a consciousness of guilt with respect to these individuals. Accordingly, his argument fails. As for Roy, his presence on the payroll merely shows that the Town needs Roy's services. Indeed, in light of such need, it also shows the poor judgment Mulholland showed in pushing Roy out the door instead of welcoming him back when the resignation was rescinded as Bernard had originally recommended. As for Bernard's alleged good review, it proves nothing other than what everyone apparently believes to be true, i.e., that Bernard has been a good Chief of Police. That said, an unblemished review from Mulholland, after the flaws Mulholland claimed to see in Bernard in his interview, potentially reflects a disingenuous attempt to paper over obviously improper conduct by Mulholland from back in April with inflated praise now while under investigation. In his interview, Mulholland criticized Bernard for the handling of a certain accident report that he felt unfairly blamed a citizen for a car accident that was actually an officer's fault, and he previously threatened Bernard with termination due to supposed insubordination over the Roy resignation affair. The fact that Bernard's review makes no mention of either supposedly serious transgressions suggests that such transgressions were fake from the beginning and retaliatory.

As noted above, this office has requested production of documents that may shed more light to better assess the facts that have been uncovered to date. After over two months following this office's first request for the production of documents, this office received a drive containing numerous files to review. Unfortunately, the Director of Cyber Services could not recreate the collection of files Mulholland displayed during his interview. This office reserves the right to further assess the facts as they may further come to light.

C. ALLEGATION OF INTIMIDATION/BULLYING/INTERFERENCE/OBSTRUCTION

Finding: Sustained

This investigation produced credible support that Mulholland engaged in intimidation and bullying, and interfered with and obstructed this investigation in violation of ADM-100, §5.1 and 5.2; ADM-111, §5.2; ADM-126, §§5.1.4 and 5.2.1.1.

The facts discussed above which support the allegations of retaliation, including but not limited to the facts concerning Roy and Bernard, also support the allegations of intimidation, bullying, obstruction and interference. They accordingly are expressly referred to and incorporated as if fully set forth in this section of the Findings and Analysis of this report.

Additionally, and as more fully discussed above, the investigation uncovered additional credible facts which support that in direct contradiction of Town policy, Mulholland inserted himself into and attempted to interfere with and obstruct the investigations of January and March Hotline complaints about him and intimidated witnesses in connection therewith.

Town policy requires that any investigation of a complaint about the Town Manager be handled by Town legal counsel without any involvement by the Town Manager, as the subject of such complaint.

Mulholland ignored these rules and inserted himself into the investigation into the January Hotline complaint. He directly contacted witnesses to tell them about the investigation. He remained openly copied on the investigator's communications with Town employees about the investigation, including his efforts to collect documents to support the investigation.

The Deputy Town Manager described this conduct by Mulholland as "strange" and "weird", as she would not have expected the subject of the investigation to be prominently involved in the investigation. She would have thought that she, as Deputy Town Manager, would have been legal counsel's contact with the Town and the coordinator of the efforts of the Town employees to cooperate with the investigation.

The Director of Human Resources also stated that she would have expected the Town Manager not participate in the investigation, and she could understand how someone might have viewed Mulholland's prominence in the investigation as "intimidating".

As for the investigation of the March Complaint, Mulholland again tried to interfere with and obstruction the process. After learning that there was a second complaint about him (as reflected

in a conversation with Caron that Mulholland did not deny), Mulholland sent an email to all Town departments heads falsely claiming that the investigation of the March complaint conducted by Vrountas was a "scam." The email was unprofessional, false and it caused substantial confusion.

When Mulholland sent the email, he had already heard of Vrountas and knew he was a New Hampshire lawyer. He specifically had looked him up on the internet. He also specifically declined the suggestion of the Deputy Town Manager, Kellie Caron, that they contact Ron Dunn, the Chair of the Town Council, to ask about the genuineness of Vrountas's investigation.

Mulholland also sent the email at a time when he knew, should have known, or could have found out that this assertion was not true, and that in fact Vrountas's investigation was legitimate and genuine. Mulholland admitted this.

The "scam" email reflected such reckless disregard for the truth that it also could be properly characterized as lacking in candor. Given what Mulholland knew or should have known, given Town policies and the readily available channels for information and clarification, Mulholland's email stating that he could "only assume" that the investigation was "a scam of some sort" was irresponsible and unprofessional to say the least.

Perhaps worse yet, Mulholland admitted that he intentionally chose *not* to contact Chairperson Dunn or Town legal counsel about the investigation, essentially because he was angry about how the investigation was being handled and wanted to manipulate the situation to protect himself. Mulholland was angry that he had been sidelined from directing the investigation as he done for the one from January, and he viewed himself as at "war" with the Town Council. He said that if the Town Council was going to launch investigations against him, he was going to do what he could to develop a record that he could use that against them at a public hearing.

To that end, when Chairperson Dunn sent Mulholland an email on May 18, 2026, explaining that the "scam" email was incorrect and asking Mulholland to correct the record with a short and terse retraction, Mulholland refused. Mulholland responded instead by circulating his response to all department heads, insisting that the "scam" email was not wrong and demanding more information about the confidential investigation.

Witnesses described Mulholland's scam email chain as "panicked" and not "professional," and "ugly", as it displayed infighting between Mulholland and Town Council.

Additionally, multiple Town policies expressly state that the Town Manager should not be involved in any investigation concerning him. Mulholland had to have known this, especially when he signed off on several of these policies. Yet, against the facts and the policy, Mulholland announced that he "could only assume this is a scam of some sort."

This all supports that Mulholland sent the "scam" email intentionally to create confusion and deter cooperation with this investigation.

When Councilor Combes tried to correct the confusion, Mulholland attacked. He accused Councilor Combes of violating the Town charter by interfering with the work of Town employees. Mulholland stated in no uncertain terms in his purported "Memorandum of Record" that Councilor

Combes's call constituted a violation of the Town Charter, and on that basis called for the forfeiture of an elected Town Official. Mulholland took this drastic position without any actual complaint having been made by any employee, without any action on the part of Town Council without any prior notice to Town Council, and without any inquiry having been performed.

Notably, Mulholland took no issue with arguably more serious conduct of alleged interference by a different councilor, Dan Bouchard, which was a subject of the January Complaint investigation. Bouchard has historically supported Mulholland. These facts support that Mulholland made these allegations against Combes, therefore, not because he genuinely believed they truly reflected Charter violations, but because Combes is part of the Town Council majority that Mulholland views as hostile to him, in part because the investigations such majority has authorized about him.

This is all consistent with Mulholland's view that he is at "war" with the Town Council and with his admitted plan to develop a record against Town Council for his own personal interests. He took this approach rather than act to ensure the investigation was handled properly, fairly and consistent with Town policy, or at least to avoid any interference.

Not a single employee complained about Combes's conduct. No one else reported that they felt the telephone call with Combes was an issue. Koza stated during her interview that it was never an HR issue and that she never got involved. In so doing, Mulholland targeted Combes apparently for Combes having simply told LeBlanc the truth: that Mulholland's email characterizing Vrountas's investigation as a "scam" had been untrue. The vote at Town Council rejected any investigation.

Since then, and as discussed in detail above, Mulholland has taken other actions that appear calculated to obstruct and interfere with this investigation. As discussed above, he interfered with the collection of documents contrary to Town policy, his personal representations, and his own MFR, all in an effort to protect his own interest. Meanwhile, he collected documents to prepare his own file for his own purposes. He communicated with witnesses who were his employees about their interviews and gained information about the topics discussed, the procedures employed, and their supposed positive opinions about the Town Manager and negative opinions about the investigation. Other communications he sent to Town employees discouraged cooperation with the investigation and caused further unnecessary suspicion while he prepared his own case.

Mulholland admitted in his interview that he asked for and received updates from employees about this investigation. The fact that these employees were willing to have these conversations with Mulholland, when they had been previously directed not to discuss the matter with him, establishes some level of improper participation and even intimidation on the part of Mulholland. While Mulholland claimed that he did not discuss the content of their interviews (because he supposedly knew that would be "improper" because he was the subject), he nevertheless reported what other interviewees said about their interviews, including who attended, how they were conducted, what their opinions were about them.

Mulholland also said during his own interview that he was "ready" for questions about Tom Roy and Kim Bernard, among other things. Such preparedness certainly suggests that he knew from staff that had been interviewed what had been discussed during their interviews.

Mulholland also rescinded spending on projects likely with significant public support (paving) ostensibly because of rising legal costs incurred by the Town in connection with investigations about him. A logical conclusion is that he did so to dissuade public support and/or call the investigation into question if and when it ended unfavorably for him. Once again, recission for that purpose violated the recusal and conflict of interest policies of the Town, as well as potentially the policies against obstruction and interference.

Mulholland also produced to the public privileged and confidential legal invoices in connection with this investigation. Such production was against Town Council's assertion of privilege and apparently contrary to past practice.

Mulholland then tried to obtain legal invoices from this office, directing his Director of Finance to email Vrountas and ask that he provide his bills (which was refused).

Mulholland also admitted that he did these things, essentially to interfere with the investigation. He viewed the investigation as part of a "war" against him which he intended to win, in part, by developing a record against Town Council for their supposed missteps in the investigation, to be used for the benefit of Mulholland himself if there was ever a public hearing (which Mulholland said he expected there would be).

Mulholland's conduct at least beginning since the time the January Complaint was filed, if not before, constituted the type of bullying, threats/intimidation, unprofessional behavior, and workplace incivility that is prohibited by Town policy, to say nothing of how it obviously violated complaint, investigation procedures, and conflict of interest and recusal policies as well.

Certain witnesses who opined that Mulholland did not bully or intimidate other Town employees were not always credible. Some of these witnesses lacked personal knowledge of the bullying and intimidation of Roy and Bernard. Some appeared biased, either because they received significant raises from Mulholland, or because their conduct during the investigation reflected that they were themselves threatened by Mulholland's bullying and they sought to protect themselves.

The Director of Human Resources, for example, repeatedly evaded or gave misleading answers to questions about known issues about Mulholland. She also communicated with Mulholland about this investigation after she was explicitly told not to do so by the Town's general legal counsel. Finally, she hesitated about calling the Cyber Services Director just to inquire about word searches for document production for this investigation (which was nothing more than what she had always done in other contexts), because she was concerned about how Mulholland would react to learning about the call. This itself demonstrates the effectiveness of Mulholland's bullying and intimidation, and calls into question the witnesses' willingness to be candid about Mulholland.

The above provides credible support that Mulholland bullied and intimidated employees concerning this investigation and otherwise, and that he at least attempted to interfere with and obstruct this investigation as well in violation of Town Policy cited above. These allegations should accordingly be sustained.

D. ALLEGATION OF OTHER POLICY VIOLATIONS - CONFLICT OF INTEREST/RECUSAL

Finding: Sustained

This investigation produced credible support that Mulholland engaged in a conflict of interest and failed to recuse himself and abstain from involvement in a matter in which he had a personal interest in violation of ADM-108, §§4.1 and 4.2; ADM-111, §5.2; Title VI, Ch. XXVI, §III(A) and (B); Town Charter Title I, Art. 6, §6.3A(eff. 3/10/2020); Town Charter Title I, Art. 8, §8.01(eff. 3/10/2026).

The facts relied on above to sustain the allegations of retaliation, bullying, interference and obstruction, also support that Mulholland violated conflict of interest and recusal rules, and, accordingly, are referred to and incorporated as if fully set forth herein.

Briefly, and as more fully discussed above, the January and March complaints both concerned Mulholland, and they raised serious issues about his alleged multiple violations of Town Charter and Policy. Mulholland therefore had an obvious personal stake in the outcome of the investigation of those complaints that created a clear conflict of interest.

Indeed, Mulholland admitted that he had a personal interest in the outcome of both complaints. He also acknowledged advising the Deputy Town Manager (after the exchange of emails with Chairperson Dunn about whether the investigation of the March complaint was “a scam”) to speak with Vrountas because Mulholland thought it would be in his own best interest.

By policy, common sense and ethics, Mulholland at that point was required to completely remove himself from the investigation of both complaints. Someone else should have been responsible for overseeing and directing the investigations of both the January and March complaint. Town Policy, including ones adopted by Mulholland, clearly requires this.

The Anonymous Hotline Policy/ADM-111 requires Town legal counsel, along with Council Chair, to address complaints about the Town Manager. The Ethics Policy/ADM-108 and the Code of Ethics/Title VI Chapter XXVI prohibit conflicts of interest and affirmatively requires recusal from any matter where one exists. Notably, recusal is defined as *removing oneself completely from all further participation in the matter in question*.

Plainly, Mulholland failed to do so. Instead, he went to “war”. He did the opposite of what Town policy and ethics required, inserting himself into the investigation for both the January and March complaints that were about him.

Mulholland was *the point person* in Town responsible for the investigation of the January complaint. Indeed, he oversaw the entre process, directing his subordinates of the when and where of the investigation of the January complaint. While in writing Mulholland directed employees to cooperate with the investigation, that does not matter. Employees still knew he was in charge, and believed he would find out what they said. Indeed, this was made more likely by the fact that he openly communicated with the investigator of the January complaint, during the process.

These facts support that Mulholland willingly embraced a role in the investigation of a complaint about which he was the subject. This was a clear conflict of interest, even in the absence of express intimidation or bullying, interference or obfuscation.

Mulholland took an even more aggressive approach to the investigation of the March complaint. Clearly frustrated that there was a second complaint about him and that he was not allowed to control, he took repeated steps to interfere with, obstruct, and undermine the investigation, as more fully discussed above.

Among other things, Mulholland sent an email falsely characterizing this investigation as a "scam", because he believed he was at "war" with Council and because he sought to develop a record to be used against the Town Council in the event he needed to defend himself in public hearing. Mulholland went on to make accusations against a Town Councilor who sought to correct the false nature of the "scam" email. This was improper interference and improper action in conflict of interest and an improper failure to recuse himself.

Mulholland admitted that he sought and received updates from employees about this investigation. They told him what they felt about their interviews, how the interviews were conducted and, at least to some extent, what was asked of them and what they said. Such meetings were indisputably a violation of the instructions issued to him by Liz Bailey in May and a violation of the conflict of interest and recusal policies of the Town.

Mulholland interfered with the Town's selection of legal counsel for the resulting unfair labor practices complaint that was filed with the PELRB on account of his actions. He admitted in his interview that he sought to control which legal counsel would represent the Town in the PELRB matter filed concerning Mulholland's treatment of Roy because he had a "personal interest" in the matter and that he wanted the right legal counsel "to protect myself". As discussed above, Mark Beaudoin, attorney for the Union, filed an Unfair Labor Practice Complaint with the New Hampshire PELRB against the Town of Londonderry and Mulholland on August 8, 2026, alleging that Mulholland's actions to change Tom Roy's job position, and Mulholland's meeting with Roy about those changes, constituted unfair labor practices because Mulholland, among other things, did not engage in impact bargaining or obtain approval from Town Council in violation of RSA 273-A:5. While Liz Bailey from the law firm Sheehan Phinney Bass & Green had initially been engaged to represent the Town at the hearing on the PELRB claim, the Town Council later engaged Bill Christie of the law firm Shaheen & Gordon to take over the case. Mulholland claimed that the Town Council violated the Town Charter when it did so because, in Mulholland's view, "I [Mulholland] am the Town" and therefore the only one with authority to choose and hire legal counsel under Town Charter.

Mulholland also admitted that he had a "personal interest" in the unfair labor practices claim that had been filed against him and the Town as his actions were being challenged in the claim. The Town Charters accordingly prohibited Mulholland from taking part these matters to the extent it may have and did affect the decision. *See* Town Charter Title I, Art. 6, §6.3A(eff. 3/10/2020; Town Charter Title I, Art. 8, §8.01(eff. 3/10/2026).

Yet, he failed to recuse himself. Instead, Mulholland again sought to control the Town's choice of counsel in a matter in which he had a clear conflict of interest, and which he expressly conceded related to this investigation about him to the extent it concerned alleged retaliatory treatment of Roy. He did so, admittedly, to protect himself.

On or about September 21, 2026, Mulholland advised Council Chairperson Dunn during their regular Monday meeting that he intended that night, during the regularly scheduled Town Council meeting, to accuse the Town Council of what he claimed was an alleged violation of the Town Charter regarding engagement of legal counsel unless Dunn "took the off ramp" and gave the case back to Liz Bailey, the legal counsel Mulholland wanted to handle the matter because he said she would protect his personal interests. Mulholland said he "wasn't born yesterday" and "wasn't born on a boat" and that he believed Bill Christie was selected to undermine him while Liz Bailey would have supported him. Mulholland admittedly inserted himself into the decision about the choice of legal counsel for the Town on the PELRB claim to force legal representation for the Town that he believed would be best for his personal interests. This is amounts to a patent violation of the conflict of interest and recusal policies of the Town.

In sum, Mulholland admitted that he had a personal interest in this investigation and in the unfair labor practices complaint, and that he acted in a way that sought to protect his own interests rather than the best interest of the Town. This is the essence of a conflict of interest which triggered a duty of recusal, which Mulholland unabashedly ignored.

Mulholland also interfered with the collection of documents in this investigation contrary to Town policy, his personal representations, and his own MFR, all in an effort to protect his own interest. Meanwhile, Mulholland collected his own set of documents to prepare his own file for his own purposes in advance of his interview in this matter. He also conducted inappropriate and self-serving communications with witnesses who were his employees to prepare himself. At least one witness appeared intimidated to avoid not supporting his interests.

These facts credibly and indisputably establish that Mulholland engaged in a conflict of interest, and failed to recuse himself from the investigations of complaints made against him in violation of Town Policy as cited above. The allegations in the March Complaint that Mulholland engaged in such conduct accordingly should be sustained.

E. ALLEGATION OF OTHER POLICY VIOLATIONS - LACK OF CANDOR

Finding: Sustained

This investigation produced credible support that Mulholland lacked candor to the Council and in violation of ADM-100, §5.1 and 5.2; and Town Charter Title I, Art. 4, §4.6(G)(eff. 3/10/2020) and Title I, Art. 3, §3.04 (h)(eff. 3/10/2026); RSA ch. 37:6 (IV) and (V); Mulholland Employment Agreement, ¶2.

The facts relied on above to sustain the allegations of retaliation, intimidation, bullying, interference, obstruction, engaging in a conflict of interest and failing to recuse also support Mulholland's lack of candor, and, accordingly, are referred and incorporated as if fully set forth herein.

Additionally, and as more fully discussed above, the investigation uncovered additional credible facts that Mulholland, among other things emailed all department heads advising that this investigation was a "scam" when he knew or should have known this was not true, to create confusion about and undermine this investigation.

Mulholland also accused Councilor Combes of interfering with Town administration in violation of Town Charter when he tried to correct the confusion. This conduct was inconsistent with how he addressed allegations against another Town Councilor who had been an open supporter of his.

Mulholland also accused Councilor Faber during the March 18, 2026, Town Council of lying when Faber said in a Facebook post that Mulholland had executed the contracts without prior voter approval or knowledge of the Town Council. Mulholland engaged in a presentation, complete with video aides, to argue that he had in fact received prior authority from Town Council for the full, multi-year contract. But his presentation was misleading, presenting *post facto* video evidence as if such events occurred prior to his execution of the contract when they had not. In doing so, Mulholland failed to act with "candor' when providing "feedback" as required in his employment agreement. Several employees who saw the meeting stated in their interviews that the presentation was "unprofessional", "hard to watch", and "not his best moment."

Bottom line, Mulholland failed to communicate with candor to the Town Council and the public when he accused Faber of lying, especially when he presented facts in a misleading and "unprofessional" fashion to support his position. His conduct was tendentious and unproductive. This was an expressed basis for the March complaint, and it has shown itself to be substantially supported.

Additionally, Mulholland's attempt to control legal representation of the Town in a pending PELRB matter so as to admittedly protect his personal interest, and his threats to accuse the Town Council of Charter violations if they did not accede to his demands, also reflects a lack of candor, lack of integrity, lack of accountability, and lack of transparency required of the Town Manager under his employment agreement and Town Policy.

The facts support that Mulholland did all of this to protect his own personal interests in the outcome of the investigations because he believed he was at "war" with Town Council. This conduct is in contrast to the values of integrity, accountability, candor, and transparency contemplated by a Town Manager position as set forth in Mulholland's employment agreement and Town Policy, including those Mulholland adopted early in his tenure.

The allegations that Mulholland engaged in conduct that violated Town policies to include those requiring transparency and candor (an employment contract which demanded the same) should, accordingly be sustained.

VII. CONCLUSION

After numerous, extensive witness interviews, the review of hundreds of pages of documents and emails, and the assessment of the strength and credibility of facts provided, for the reasons set forth above, we conclude that the allegations in the March Complaint of harassment were *not sustained*. We also conclude that the allegations in the March Complaint of bullying, intimidation, interference and other policy violations (lack of candor, conflict of interest, failure to recuse) were *sustained*. We further conclude that there exist sufficient facts to support probable cause for a complaint of retaliation.

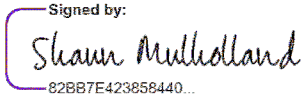
We appreciate the opportunity to conduct this investigation, and are available to address any questions on concerns.

As stated above, this office reserves the right to continue to review further evidence that may come to light to provide further assessment as may be appropriate.

Town of Londonderry, New Hampshire

Administrative Policies and Procedures

Policy Title: Employee Code of Conduct
Policy Number: ADM-100
Original Adoption Date: 2/9/2026
Revision Date:
Approved by: TM Shaun Mulholland



Section 1.0: Purpose

The Town of Londonderry is committed to providing high-quality public service in a professional, respectful, and accountable manner. This Employee Code of Conduct establishes clear expectations for employee behavior and workplace standards to support public trust, operational effectiveness, and a positive work environment.

This policy draws on widely accepted best practices used by municipalities across the United States and is intended to promote consistency, fairness, and professionalism throughout Town operations.

Section 2.0: Scope

This policy applies to all Town of Londonderry employees, whether full-time, part-time, temporary, seasonal, or contractual, unless otherwise stated by law, collective bargaining agreement, or separate policy.

Elected officials, appointed board members, volunteers and employees of the Library may be governed by separate standards but are expected to act in a manner consistent with the principles outlined herein.

Section 3.0: Definitions

The following definitions apply to this Policy:

Bullying
Repeated, unreasonable behavior directed toward an employee or group of employees that creates a risk to health and safety, undermines dignity, or interferes with work performance. Bullying may include intimidation, humiliation, sabotage, or persistent hostile conduct.

Confidential Information
Information obtained through employment with the Town that is not intended for public release, including but not limited to personnel information, protected records, legal matters, security-related information, and information exempt from disclosure under applicable law.

Discrimination
Unlawful adverse treatment of an employee or applicant based on a protected characteristic under

federal or state law (e.g., race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or other protected status).

Harassment
Unwelcome conduct based on a protected characteristic that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment, or that unreasonably interferes with an individual's work performance. Harassment may be verbal, physical, visual, or electronic.

Insubordination
The refusal to follow a lawful directive from a supervisor, department head, or authorized management official, or conduct that intentionally undermines supervisory authority.

Misuse of Town Resources
Use of Town property, funds, time, equipment, technology, vehicles, or facilities for non-Town purposes in a manner that is excessive, inappropriate, unlawful, or that interferes with work performance or public trust.

Professional Behavior (Conduct)
Behavior that reflects competence, integrity, accountability, and respectful communication. Professional conduct includes appropriate workplace demeanor and adherence to Town policies and supervisory direction.

Retaliation
Any adverse action, threat, intimidation, or negative employment-related consequence taken against an employee because they made a good-faith report, participated in an investigation, or exercised a protected right. Retaliation is prohibited.

Safety-Sensitive Position
A position in which impaired performance may result in a significant risk of harm to the employee, coworkers, the public, or Town property. Examples may include roles involving vehicle operation, heavy equipment, emergency response, or direct public safety responsibilities.

Town Business
Any activity performed on behalf of the Town, including services delivered to residents, use of Town systems, communications conducted in an official capacity, and work performed during Town time or using Town resources.

Uncivil Conduct / Workplace Incivility
Behavior that is rude, disrespectful, disruptive, or demeaning, including yelling, insults, sarcasm used to belittle others, ridicule, intimidation, or conduct that undermines workplace respect and teamwork.

Transparency

Transparency is the practice of conducting Town business in an open, clear, and accountable manner. It includes providing accurate information, documenting decisions appropriately, and communicating in a way that supports public trust, while protecting confidential, legally protected, or sensitive information as required by law and Town policy.

Workplace
Any location where Town work is performed or where Town business occurs, including Town facilities, remote work locations, vehicles, worksites, public meetings when employees are acting in their official capacity, and any electronic or virtual environment used for Town operations.

Workplace Violence / Threatening Behavior
Any act or threatened act of physical harm, intimidation, aggressive behavior, or conduct that creates fear for safety. This includes threats communicated verbally, physically, electronically, or through gestures.

Section 4.0: Policy Detail

Town employees are public servants entrusted with the responsibility to serve the community with integrity, professionalism, and respect. Employees are expected to conduct themselves in a manner that:

- Upholds public confidence in Town government
- Supports a safe, inclusive, and productive workplace
- Reflects positively on the Town at all times, whether on or off duty

This Code of Conduct is intended to complement, not replace, other Town policies, procedures, and collective bargaining agreements.

Guiding Principles

Town of Londonderry employees are guided by the following principles in all aspects of public service:

- **Service to the Public:** Place the interests of the community first and deliver services in a fair, responsive, and customer-focused manner.
- **Integrity and Accountability:** Act honestly, responsibly, and transparently, accepting responsibility for actions and decisions.
- **Respect and Civility:** Foster a workplace and community environment grounded in mutual respect, professionalism, and collaboration.
- **Stewardship of Public Resources:** Use public funds, property, and time efficiently and responsibly to maximize value for residents.
- **Compliance and Excellence:** Adhere to laws, policies, and professional standards while continuously striving to improve performance and service delivery.

These principles are intended to guide judgment and behavior where specific rules may not address every situation.

Section 5.0: Procedures-Standards of Conduct

5.1 Professional Behavior

Employees shall:

- Perform their duties competently, responsibly, and in a timely manner
- Treat residents, coworkers, supervisors, elected officials, vendors, and visitors with courtesy, dignity, and respect
- Communicate clearly, honestly, and professionally in all verbal, written, and electronic interactions
- Maintain appropriate professional boundaries in the workplace

5.2 Respectful Workplace

The Town of Londonderry is committed to a workplace free from discrimination, harassment, bullying, and intimidation.

Employees shall:

- Comply with all Town policies related to equal employment opportunity and harassment prevention
- Refrain from conduct that is abusive, threatening, disruptive, or disrespectful
- Support a culture of inclusion, teamwork, and mutual accountability

Workplace Civility

The Town of Londonderry is committed to maintaining a professional, respectful, and civil workplace that supports effective public service and employee well-being.

Workplace civility means treating others with dignity and respect, even in situations involving disagreement, stress, or differing viewpoints. Employees are expected to engage in constructive communication, demonstrate self-control, and contribute positively to the work environment.

Expectations

Employees shall:

- Communicate in a professional, courteous, and respectful manner at all times
- Listen actively and consider differing perspectives without hostility or dismissiveness
- Address disagreements constructively and through appropriate channels
- Refrain from conduct that undermines teamwork, morale, or mutual respect
- Shall not display Uncivil Conduct
- Shall not display Persistent negativity or disruptive behavior that interferes with work operations

Such conduct, whether occurring in person, by phone, electronically, or through social media when related to Town business, is inconsistent with Town standards and will not be tolerated.

Shared Responsibility

All employees share responsibility for maintaining a civil workplace. Supervisors and managers are expected to model civil behavior, address concerns promptly, and foster an environment of professionalism, accountability, and teamwork.

Workplace civility supports effective service delivery, strengthens public trust, and contributes to a healthy, productive organizational culture.

5.3 Use of Town Resources

Employees shall:

- Use Town property, equipment, technology, vehicles, and funds responsibly and for legitimate Town business
- Protect Town assets from loss, damage, misuse, or theft
- Follow all policies governing information technology, cybersecurity, records management, and data privacy

5.4 Attendance and Performance

Employees are expected to:

- Report to work as scheduled and be punctual
- Accurately record time worked and leave used
- Perform assigned duties to established standards and comply with lawful supervisory direction
- Notify supervisors promptly when unable to report to work or perform assigned duties
- Use sick leave only when they meet the requirements for the use of sick leave.

5.5 Compliance with Laws and Policies

Employees shall:

- Comply with all applicable federal, state, and local laws and regulations
- Follow Town policies, administrative procedures, and departmental rules
- Cooperate fully with lawful investigations, audits, and inquiries

5.6 Safety and Health

Employees shall:

- Follow all workplace safety rules and procedures
- Use required safety equipment and report unsafe conditions promptly
- Refrain from reporting to work under the influence of alcohol, illegal drugs, or other substances that impair performance, consistent with Town policy

5.7 Confidential Information

- Town employees shall not use confidential information acquired by or available to them in the course of their employment with the Town for personal gain or for personal, non-Town business related reasons.
- Town employees who have access to confidential information, including but not limited to, passwords and user identifications, shall take reasonable precautions to prevent unauthorized access and shall limit access to information contained in or obtained to authorized personnel only.

5.8 Conduct Outside of Work

Employees are expected to avoid off-duty conduct that could reasonably be expected to:

- Negatively impact their ability to perform their duties
- Undermine public confidence in the Town
- Disrupt workplace operations or relationships

Nothing in this policy is intended to infringe upon employees' lawful rights to engage in protected speech or activities.

5.9 Reporting Concerns

Employees are encouraged to report suspected violations of this Code of Conduct or other Town policies promptly and in good faith.

Reports may be made to a supervisor, department head, Human Resources, or other designated authority. Retaliation against any employee who raises a concern in good faith is strictly prohibited.

5.10. Enforcement and Discipline

Violations of this Code of Conduct may result in corrective or disciplinary action, up to and including termination of employment, consistent with applicable laws, collective bargaining agreements, and Town policies.

The level of discipline will depend on the nature and severity of the violation, prior conduct, and mitigating or aggravating factors.

Section 6.0: References

6.1 External Reference Models (for policy development)

The following publicly available municipal and professional standards were used as reference models during development of this policy:

- Town of Brookline, MA – Code of Conduct for Employees, Boards, and Commissions (2022)
- City of Raleigh, NC – Employee Code of Ethics Policy (SOP)
- City of Phoenix, AZ (Parks & Recreation) – Code of Conduct Policy (2025)

- ICMA (International City/County Management Association) – Code of Ethics (most recently amended/updated 2025)

6.2 Internal Town Policies and Documents (Related)

The following Town policies and documents may apply to conduct expectations and workplace standards:

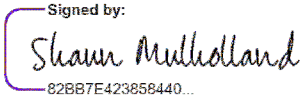
- Chapter XXIX, Title I, Ethics Code
- ADM-111 Anonymous Reporting Policy
- ADM-126 Complaints & Investigations Policy
- Non-Represented Employee Personnel Policy
- ADM-961 Equal Employment Opportunity (EEO) and Anti-Discrimination Policy
- ADM-923 Harassment and Reporting Procedures
- ADM-917 Alcohol & Drug Testing Policy
- ADM-925 Safety Policy and Departmental Safety Procedures
- NH RSA Chapter 33-A Records Management statutes
- NH RSA Chapter 91-A Confidentiality, and Public Records statutes

Section 7.0: Policy & Procedure Revision History

Original Adoption Date: 2/9/2026		
Section	**Description of Revision**	**Date**

Town of Londonderry, New Hampshire

Administrative Policies and Procedures

Policy Title: **Remote Work Policy**
Policy Number: ADM-104
Original Adoption Date: 9/11/2025
Revision Date:
Approved by: Shaun Mulholland 

Section 1.0: Purpose

The purpose of this policy is to establish guidelines for employees of the Town of Londonderry to participate in telework arrangements. Telework is intended to enhance operational efficiency, promote work-life balance, and support recruitment and retention efforts while ensuring continuity of municipal services.

Section 2.0: Scope

This policy applies to all non-union and union employees of the Town of Londonderry, subject to department head discretion and operational needs. Collective bargaining agreements may supersede this policy where applicable.

Section 3.0: Definitions

The following definitions, in alphabetical order, apply to this Policy:

- **Alternate Worksite:** The approved remote location where the employee performs job duties, typically the employee's home.
- **Primary Worksite:** The employee's usual and customary workplace operated by the Town.
- **Telework:** A work arrangement in which employees perform their job duties from a location other than the primary municipal worksite.

Section 4.0: Policy Detail

It is the policy of the Town of Londonderry to support flexible work arrangements that uphold the continuity and quality of municipal operations. Telework may be authorized where it enhances productivity, promotes work-life balance, and meets operational and service delivery standards. The Town expects that all employees approved for telework will adhere to this policy and fulfill their responsibilities with the same level of professionalism, accountability, and responsiveness as those working on-site. Department heads and supervisors are responsible for overseeing compliance and ensuring telework does not negatively impact performance, collaboration, or constituent service.

Section 5.0: Procedure

5.1 Eligibility

Employees must complete their orientation, training and probationary period before becoming eligible for telework. Eligibility will be assessed based on role requirements, past performance, effectiveness of job duties in remote settings, and operational needs.
Department heads have discretion to approve, deny, or revoke telework arrangements based on operational requirements in consultation with the Town Manager. Participation is a *privilege*, not an entitlement.
Eligibility will consider:

- Suitability of job tasks
- Adequacy of home workspace
- Confidentiality and data security
- Consistent performance and reliability

5.2: Terms of Telework

Work Schedule: The employee and supervisor must agree on a schedule that includes work hours, break periods, and on-site reporting expectations. At least one day per pay period must be spent at the primary worksite unless otherwise approved. Any schedule changes must be approved in advance

Availability: Employees must remain available and responsive during scheduled work hours (via phone, email, Teams, etc.).

Dependent Care: Telework is not a substitute for child or dependent care.

Types of arrangements: full-time, hybrid (e.g., 1–3 days per week), or intermittent based on Town needs. Remote hours must comply with FLSA; core hours (e.g., 9 am–3 pm EST) may be designated for availability.

Leave and Overtime: Employees must request and obtain prior approval for leave or overtime in accordance with the Town's personnel policies.

5.3: Equipment & Technology

The Town may provide:

- Laptop
- Docking station
- Monitor(s)
- Keyboard and mouse
- Headset
- VPN access
- Standard software (e.g., Microsoft 365)

The Town is not responsible for:

- Home internet service
- Furniture, electricity, or personal devices

Employees must comply with Town IT policies and security protocols, including use of VPN and multi-factor authentication.

5.4: Data Security & Confidentiality

Employees must:

- Protect Town data from unauthorized access
- Maintain confidentiality
- Store physical and digital records securely
- Report any suspected data breach immediately

5.5: Performance & Evaluation

Telework employees are held to the same performance standards as on-site employees.

Supervisors may require periodic on-site meetings and evaluations.

Telework may be discontinued at any time by the department head or Town Manager based on operational needs or performance concerns.

5.6: Safety & Ergonomics

Employees must ensure a safe, ergonomically appropriate, and distraction-free work environment.

Injuries occurring in the course of telework must be reported in accordance with the Town's Workers' Compensation policy.

5.7: Application, Approvals & Agreement

- Employees submit a written request for Telework detailing proposed schedule, workspace setup, and justification.
- A Remote Work Agreement signed by employee, supervisor, and Town Manager documents understanding and responsibilities.
- Town may terminate arrangements with 30 calendar-day notice, or sooner if performance or conduct requires recall.

5.8: Policy Acknowledgement

Employees approved for telework must sign a Telework Agreement acknowledging receipt of this policy and their responsibilities. A copy of the agreement will be retained in the employee's personnel file.

Section 6.0: References

1. Town of Londonderry Workers' Compensation Policy
2. Town of Londonderry Telework Agreement
3. Town of Londonderry Information Technology Policy
4. Collective Bargaining Agreements

Section 7.0: Policy & Procedure Revision History

Original Adoption Date: 9/11/2025		
Section	**Description of Revision**	**Date**

Town of Londonderry, New Hampshire

Administrative Policies and Procedures

Policy Title: Ethics Policy for Town Employees
Policy Number: ADM-108
Original Adoption Date: 6/1/2026
Revision Date:
Approved by: Town Manager

Signed by:
Shawn Mulholland
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Section 1.0: Purpose

The Town of Londonderry is committed to maintaining the highest standards of ethical conduct, integrity, accountability, and public trust in municipal government operations. The purpose of this Ethics Policy for Town Employees is to establish clear standards of professional conduct and ethical expectations applicable to Town Employees in the performance of their official duties.

This Policy is intended to complement, and not replace or conflict with, applicable provisions of the Town Charter, Municipal Code Title I, Chapter XXIX Code of Ethics, state statutes, federal regulations, collective bargaining agreements, personnel policies, and other Town administrative policies.

This Policy further establishes standards regarding conflicts of interest, confidentiality, use of Town resources, lobbying restrictions, gifts and favors, reporting obligations, and employee responsibilities in maintaining public confidence in Town government.

Section 2.0: Scope

This Policy applies exclusively to all Town Employees acting in an official capacity for the Town of Londonderry.

This Policy does not apply to:

1. Elected Town Officials;
2. Appointed members of Boards, Committees, or Commissions;
3. Volunteers;
4. Independent contractors or vendors;
5. Employees, officials, or volunteers of the Leach Library; or
6. Employees, officials, or volunteers of the Londonderry School District.

Nothing in this Policy shall be interpreted to limit or supersede requirements established under:

- Town Charter Article 6;
- Municipal Code Title I, Chapter XXIX Code of Ethics;
- Personnel policies or collective bargaining agreements;
- State or federal law; or
- Any other applicable Town policy.

Section 3.0: Definitions

The following definitions apply to this Policy:

3.1 Conflict of Interest

Any situation where a private pecuniary or personal interest could interfere with the proper discharge of a public duty. Such interest must be immediate, definite, and capable of demonstration, and not remote, uncertain, contingent, or speculative, consistent with Atherton v. Concord, 109 N.H. 164 (1968).

3.2 Electioneering

Activities intended to influence the outcome of a vote on any question or office, as defined in NH RSA 659:44-a.

3.3 Immediate Family

Immediate family includes spouse, civil union partner, children, parents, stepparents, stepchildren, brothers, sisters, half-brothers, half-sisters, immediate in-laws, grandparents, grandchildren, or any other person living in the household of the employee.

3.4 Lobbying

Actions designed to influence the decision-making process of governmental bodies, voters, or officials, including promoting or opposing legislation or administrative actions.

3.5 Pecuniary Interest

Any private financial advantage, whether in the form of money, property, commercial interest, or other economic gain resulting from official actions. Financial benefits shared broadly with the public do not constitute a pecuniary interest for purposes of this 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.

3.7 Recusal

The act of removing oneself from participation in any official matter due to a conflict of interest.

3.8 Town Employees

Individuals employed by the Town of Londonderry and compensated in accordance with the Fair Labor Standards Act and applicable state law.

3.9 Town Resources

Includes, but is not limited to, Town funds, equipment, facilities, vehicles, technology systems, email accounts, social media platforms, websites, intellectual property, employee work time, and all other Town-owned or controlled assets.

Section 4.0: Policy Detail

4.1 Ethical Standards

All Town Employees are expected to:

1. Act in the best interest of the Town and its residents;
2. Conduct Town business fairly, impartially, professionally, transparently, and with integrity;
3. Exercise care, competence, diligence, and sound judgment in the performance of public duties;
4. Disclose any actual or potential conflicts of interest;
5. Recuse themselves from matters where a conflict of interest exists;
6. Avoid actions that create the appearance of impropriety or misuse of public office;
7. Maintain public confidence in Town government operations; and
8. Comply with all applicable laws, policies, regulations, and ethical obligations.

4.2 Conflicts of Interest

1. No Town Employee shall use their position for personal gain or allow private interests to improperly influence official duties.
2. Employees shall disclose any actual or potential conflict of interest to their supervisor or Department Director as soon as practicable.
3. Employees shall abstain from participating in any decision, recommendation, procurement, hiring process, supervision, evaluation, investigation, disciplinary matter, or official action where a conflict of interest exists.
4. Employees shall not participate in the hiring, evaluation, supervision, or discipline of members of their immediate family except where operationally unavoidable and specifically authorized by the Town Manager or designee.
5. Employees and members of their immediate family who routinely conduct business with the Town may only participate in Town procurement opportunities through an open and competitive procurement process consistent with Town purchasing requirements.

4.3 Duty to Disclose

Employees shall fully disclose any direct or indirect financial or personal interest in any contract, procurement, purchase, agreement, employment matter, or other official action involving the Town.

4.4 Confidentiality and Misuse of Information

1. Town Employees shall maintain the confidentiality of information acquired through their official duties unless disclosure is authorized or required by law.
2. Employees shall not use confidential or non-public information for personal benefit or for the benefit of any other individual or organization.
3. This provision shall not limit employee rights protected under applicable law, including NH RSA 98-E.

4.5 Use of Town Resources

1. Town property, services, facilities, equipment, systems, and employee work time shall not be used for personal gain, private business activity, political advocacy, lobbying, electioneering, or other unauthorized purposes.
2. Limited incidental personal use may be permitted where authorized by existing Town policy and where such use does not interfere with Town operations.
3. Nothing in this Policy prohibits the expenditure of Town funds for membership dues or participation in professional organizations relevant to employee job responsibilities.

4.6 Lobbying and Electioneering Restrictions

1. Town Employees shall not engage in lobbying activities during work hours or use Town resources for lobbying purposes unless specifically authorized by the Town Manager.
2. The Town Manager may authorize employees to advocate on behalf of the Town regarding matters germane to Town operations and consistent with Town Council policy direction.
3. Employees are prohibited from using Town property, email systems, websites, social media accounts, vehicles, facilities, or other Town resources for electioneering purposes.
4. In accordance with federal and state requirements, no federal or state grant funds shall be used for prohibited lobbying activities.
5. Employees retain rights protected under NH RSA 98-E to publicly discuss and express opinions as private individuals regarding matters concerning government entities and policies.

4.7 Gifts and Favors

1. Town Employees shall not solicit or accept gifts, favors, loans, services, entertainment, hospitality, travel, or anything of value that could reasonably appear to influence official actions or decisions.

2. Employees shall not accept gifts exceeding $75 in value from any person, business, contractor, vendor, applicant, or organization that:
    - Conducts business with the Town;
    - Seeks to conduct business with the Town; or
    - Has matters pending before the employee or the Town.
3. Modest customary items exchanged during recognized holidays or ceremonial occasions may be accepted where such acceptance does not create an actual or perceived conflict of interest.

4.8 Duty to Cooperate

Town Employees shall cooperate fully with authorized investigations, audits, reviews, or inquiries concerning alleged violations of this Policy.

Section 5.0: Procedures

5.1 Reporting Ethical Concerns

1. Suspected violations of this Policy shall be reported to the employee's supervisor, Department Director, Human Resources Director, or the Town Manager.
2. Complaints involving Department Directors may be reported directly to the Town Manager.
3. Complaints involving the Town Manager shall be reported to the Town Council.
4. Reports may be made in writing or verbally unless otherwise required by Town policy.
5. Employees shall not be subject to retaliation for good-faith reporting of suspected ethical violations.

5.2 Investigation Procedures

1. Alleged violations shall be reviewed and investigated in accordance with ADM-126 Complaints and Investigations Policy and applicable personnel policies or collective bargaining agreements.
2. Investigations shall be conducted in a fair, objective, timely, and confidential manner to the extent permitted by law.
3. Employees shall be afforded applicable procedural protections required by law, policy, or collective bargaining agreement.

5.3 Corrective and Disciplinary Action

Violations of this Policy may result in corrective or disciplinary action, up to and including termination of employment, consistent with Town policies, collective bargaining agreements, and applicable law.

5.4 Advisory Guidance

Employees may seek guidance from their supervisor, Department Director, Human Resources Director, or the Town Manager regarding potential ethical concerns or conflicts of interest.

5.5 Training and Acknowledgement

1. Town Employees shall receive training regarding this Policy.
2. Employees shall acknowledge receipt and understanding of this Policy in writing.
3. Refresher training may be required periodically as determined by the Town Manager or Human Resources Director.

Section 6.0: References

1. Town Charter Article 6 – Conduct of Officials
2. Town Charter Section 6.2 – Conflicts of Interest
3. Town Charter Section 6.4 – Private Use of Town Property and Personnel
4. Town Charter Section 6.5 – Acceptance of Gifts and Gratuities
5. Town Charter Section 6.7 – Misuse of Information
6. Municipal Code Title I, Chapter XXIX – Code of Ethics
7. ADM-126 Complaints and Investigations Policy
8. NH RSA 31:39-a Conflict of Interest Ordinances
9. NH RSA 95:1 Public Officials Barred from Certain Private Dealings
10. NH RSA 98-E Public Employee Freedom of Expression
11. NH RSA 659:44-a Electioneering by Public Employees
12. NH RSA 640 Corrupt Practices
13. NH RSA 643 Abuse of Office
14. 31 U.S.C. § 1352 Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions
15. 2 CFR § 200.450 Lobbying
16. 2 CFR § 1201.112 Conflict of Interest
17. Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

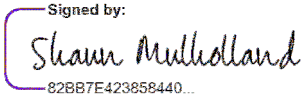
Section 7.0: Policy & Procedure Revision History

Original Adoption Date: 6/1/2026		
Section	Description of Revision	Date

Town of Londonderry, New Hampshire

Administrative Policies and Procedures

Policy Title: **Anonymous Hotline Policy**
Policy Number: ADM-111
Original Adoption Date: 7/25/25
Revision Date:
Approved by: Shaun Mulholland



Section 1.0: Purpose

The Town of Londonderry upholds the highest possible standards of ethical, moral, and professional conduct. In line with this dedication and the Town's commitment to open communication, this policy provides an avenue for employees and other individuals to raise concerns and reassurance that they will be protected from reprisals or victimization for whistleblowing in good faith. However, if an employee or other individual feels that anonymity is not required then they should follow our existing reporting procedures.

Section 2.0: Scope

This policy applies to all Town employees, board/committee/commission members and volunteers.

Section 3.0: Definitions

The following definitions apply to this Policy:

- **Anonymous Hotline:** A contracted third-party phone line and web application to be used by employees and anyone else for the purposes of reporting fraud, waste, or abuse.
- **Reporter**: The individual who files the report of fraud, waste, abuse or ethics violation

Section 4.0: Policy Detail

The whistleblowing policy is intended to cover serious concerns that could have a significant impact on the Town, such as actions that:

- May lead to incorrect financial reporting.
- Are unlawful.
- Are not in line with Town policies, including the Code of Ethics.
- Otherwise, it would amount to serious improper conduct.

Regular business matters that do not require anonymity should be directed to the employee's supervisor and are not addressed by this policy.

Section 5.0: Procedures

5.1 Reporting

The whistleblowing procedure is intended to be used for serious and sensitive issues. Serious concerns relating to financial reporting, unethical, or illegal conduct should be reported in one of the following ways:

- **Website:** https://report.syntrio.com/londonderrynh
- **Anonymous Reporting App:** Keyword: londonderrynh
    - Download detailed app instructions
- **Toll-Free Telephone:**
    - **English-speaking USA and Canada: 855-893-7004**
    - Spanish-speaking USA and Canada: **800-216-1288**
    - Spanish-speaking Mexico: **800-681-5340**
    - French-speaking Canada: **855-725-0002**
    - Contact us if you need a toll-free # for North American callers speaking languages other than English, Spanish, or French
- **E-mail**: reports@syntrio.com (must include "Town of Londonderry, NH" in the report)
- **Fax**: 215-689-3885 (must include "Town of Londonderry, NH" in the report)
- **Suggestion Box:** Can be accessed from the web reporting page, or directly at: https://report.syntrio.com/londonderrynh/sb.asp

Employment-related concerns should continue to be reported through normal channels such as an employee's supervisor, the Human Resources Director or the Town Manager.

Timing

The earlier a concern is expressed, the easier it is for action to be taken.

Evidence

Although the reporter is not expected to prove the truth of an allegation, the individual submitting a report needs to demonstrate that there are sufficient grounds for concern.

5.2 How the Report Will Be Handled

The action taken will depend on the nature of the concern. The Town Manager receives a copy of each report and follow-up reports on actions taken by the Town. Reports filed in which the Town Manager is alleged to be involved in fraud, waste, abuse or ethics violations will be sent directly to the Town's legal counsel for review and follow-up with the Chairperson of the Town Council or the Council as a whole if there are concerns regarding the culpability of the Chairperson.

Initial Inquiries

Initial inquiries will be made to determine whether an investigation is appropriate and the form that it should take. Some concerns may be resolved by agreed-upon action without the need for an investigation.

Feedback to Reporter

Whether reported directly to Town personnel or through the hotline, the individual submitting a report will be given the opportunity to receive follow-up on their concern:

1. Acknowledging that the concern was received;
2. Indicating how the matter will be dealt with;
3. Giving an estimate of the time that it will take for a final response;
4. Indicating whether initial inquiries have been made; and
5. Indicating whether further investigations will follow, and if not, why not.

Further Information

The amount of contact between the individual submitting a report and the official or body investigating the concern will depend on the nature of the issue, the clarity of information provided, and whether the individual remains accessible for follow-up. Further information may be sought from the reporter.

Outcome of an Investigation

At the discretion of the Town and subject to legal and other constraints, the reporter may be entitled to receive information about the outcome of an investigation.

5.3 Safeguards

Harassment or Victimization

Harassment or victimization of individuals submitting hotline reports will not be tolerated.

Confidentiality

Reporters to the hotline will have the ability to remain anonymous if they choose. Please note that the reported information may be the basis of an internal or external investigation into the issue being reported and the reporter's anonymity will be protected to the extent possible by law. However, the reporter's identity may become known during the course of an investigation because of the information provided. Reports are submitted by Syntrio to the Town or its designee and may or may not be investigated at the sole discretion of the Town.

Anonymous Allegations

The policy allows reporters to remain anonymous at their option. Concerns expressed anonymously will be investigated, but consideration will be given to:

- The seriousness of the issue raised;
- The credibility of the concern; and
- The likelihood of confirming the allegation from attributable sources.

Malicious Allegations

Malicious allegations may result in disciplinary action.

Section 6.0: References

1. State of NH RSA 275-E, Whistleblowers' Protection Act Chapter 275-E WHISTLEBLOWERS' PROTECTION ACT
2. Federal 29 CFR 1977, Asbestos Hazard Emergency Response Act, 15 USC 2651
3. Federal 29 CFR 24, Safe Drinking Water Act, 47 USC 300j-9(i)
4. Federal 29 CFR 24, Federal Water Pollution Control Act, 33 USC 1367
5. Federal 29 CFR 24, Solid Waste Disposal Act, 42 USC 6971
6. Federal 29 CFR 24, Clean Air Act, 42 USC 7622
7. Federal 29 CFR 24, Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9610
8. Federal 29 CFR 1984, Affordable Care Act, 29 USC 218c]
9. Town of Londonderry Sexual Harassment Prevention and Reporting Policy

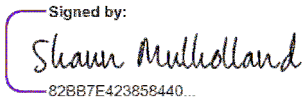
Section 7.0: Policy & Procedure Revision History

Original Adoption Date:		
Section	**Description of Revision**	**Date**
	Original Adoption	**7/25/25**

Town of Londonderry, New Hampshire

Administrative Policies and Procedures

Policy Title: **Complaints & Investigations**
Policy Number: ADM-126
Original Adoption Date: 7/28/25
Revision Date:
Approved by: Shaun Mulholland



Section 1.0: Purpose

The purpose of this policy is to outline the procedures for receiving, investigating and processing complaints regarding Town personnel and officials.

Section 2.0: Scope

This policy applies to all Town personnel under the authority of the Town Manager. The policy also applies to Town officials not under the authority of the Town Manager regarding reporting only.

Section 3.0: Definitions

The following definitions apply to this Policy:

- **Internal Review** is an independent review process in which the reviewer can review an investigation and the conclusions drawn from it by the person originally adjudicating the matter.
- **Internal Investigation** is a formal inquiry to determine whether policies or regulatory practices have been violated. Internal investigations may be conducted by outside contracted parties.
- **Town Official** is a person who is elected to a position in Town government or appointed by the Town Council, Town Manager or any other Board/Commission/Committee that has the power to appoint people to positions in Town government.
- **Town Employee** is a person who works for the Town and in return is compensated financially.
- **Complaint is** an expression of concern, discontent, dissatisfaction, faultfinding; something that is the cause or subject of protest or outcry; a formal allegation against a party.
- **Informal Complaint** is a complaint that is not of a serious nature, is not a serious violation of department or Town policies and is not believed to be serious by the citizen filing the complaint.
- **Formal Complaint** is a complaint that the complainant indicated a desire to file a formal complaint against a Town employee or Town official. The department head or Town Manager deems the complaint to be a serious violation of Town or department policy or would constitute a violation of law.

Section 4.0: Policy Detail

It is the policy of the Town of Londonderry to encourage people to bring forward concerns regarding misconduct by Town personnel and officials. The process will be as efficient, easily accessible and transparent as possible. All Town staff shall cooperate fully with reviews and investigations regarding complaints. It is expected that Town officials who are not under the authority of the Town Manager will fully cooperate with reviews and investigations regarding complaints.

Section 5.0: Procedures

5.1 Receiving a Complaint

5.1.1 Complaint Means of Filing

Town staff shall immediately receive complaints of misconduct whether received by email, text, social media, letter, telephone or in person. The staff member receiving the complaint shall forward the complaint to their respective department head. If the complaint is regarding a department head the complaint shall be filed with the Town Manager. Persons filing complaints against Town employees or Town officials may file the complaint directly with the Town Manager.

5.1.2 Complaints Involving Library Personnel

Complaints involving Library personnel will follow the same process however if the complaint involves the Library Director, the Town Manager will report the complaint to the Library Trustees.

5.1.3 Complaints Involving Elected and Appointed Officials

Complaints involving Town Officials, whether elected or appointed who are not under the authority of or appointed by the Town Manager shall be forwarded to the Town Council for further action. Complaints involving a Town Councilor shall be forwarded to the Town Manager.

5.1.4 Complaints Involving the Town Manager

Complaints involving the Town Manager shall be forwarded to the Town's Legal Counsel for further action. The Town's Legal Council will contact the Chairman of the Town Council and ask that a meeting be conducted with the full Town Council and Legal Counsel to discuss the complaint and take the appropriate action to investigate the allegations.

5.1.5 Receiving Complaints Through the Anonymous Hotline

The Town operates an anonymous hotline for reporting waste, fraud and abuse. The procedures regarding the use of the Anonymous Hotline shall be as outlined in **ADM-111 Anonymous Hotline Policy** to the extent that it is not inconsistent with this policy.

5.1.6 Receiving Complaints Involving EEO, Sexual Harassment and Hostile Work Environments

Complaints involving Equal Employment Opportunity, Sexual Harassment and Hostile Work Environments shall follow the policy as outline in the **Anti-Harassment, EEO And Sexual Harassment Policy** to the extent it is not inconsistent with this policy.

5.1.7 Serious Incident Reporting

This policy does not supersede the reporting of Serious Incidents as outlined in **ADM-103 Serious Incident Report**. ADM-103 further defines timelines for report of incidents. This policy compliments ADM-103.

5.1.8 Receiving Complaints Regarding Ethics Violations

Complaints regarding violations of the Ethics Policy shall be handled in accordance with the provisions of **Code of Ethics** to the extent it is not inconsistent with this policy.

5.1.9 Duty to Report

All Town staff under the authority of the Town Manager shall report incidents when they have evidence of reasonable suspicion that a Town employee or official may have attempted or actually committed a crime. The reporting requirement relates to activities in the performance of their function as a Town employee or official or there is a tangible relationship to those functions.

5.1.9.1 Department Policies

Reports under this section shall be made in accordance with the respective written department policies in those departments that have written policies. Department policies shall not be repugnant to the provisions of this policy.

5.1.9.2 Timing of Notification

Notwithstanding the provisions of policy **ADM-103 Serious Incident Report Policy,** any allegations of misconduct by a Town employee or official that would or may constitute a crime shall be reported to the Town Manager within 24 hours. Town staff must notify their respective department head when they become aware of evidence of or have a reasonable suspicion that a Town employee or official may have attempted or actually committed a crime in the performance of their function as a Town employee or official or there is a tangible relationship to those functions. Department heads shall report such incidents to the Town Manager as indicated above.

5.1.9.3 Exceptions

The only exception to this reporting requirement is when the following circumstances exist.

1. The reporting employee is working with a federal, state, county or local law enforcement agency investigating the allegations of activities described in this policy that would require reporting. And,
2. The risk of compromising the investigation by complying with the reporting requirements in this policy is reasonable and articulable. And,
3. The law enforcement agency conducting the investigation has specifically requested the employee who has such knowledge, not to report the incident in accordance with this policy.

5.1.9.4 Failure to Report

Failure to report incidents in accordance with this section may result in disciplinary action up to and including termination of employment.

5.1.10 Protection of Reporting Parties

Persons filing complaints against Town employees or Town officials shall not be harassed, abused, intimidated, threatened or otherwise discriminated against by any Town employee or Town official. Town employees are further protected regarding the filing of complaints or participating in investigations through provisions of RSA 275-E Whistleblowers' Protection Act. There are additional protections for Town employees under federal law, see references in Section 6 below.

5.2 Review and Investigation of Complaints

5.2.1 Authority and Responsibility to Investigate

The authority and responsibility for investigating violations of Town policies is placed on the department of the employee involved in the first instance. Department Heads have the authority and responsibility to ensure investigations or complaints alleging violations of Town policy are conducted. Some departments may have formal policies regarding how internal investigations are conducted and how those investigations are reviewed.

Complaints regarding department heads shall be forwarded to the Town Manager's Office. Complaints against department heads shall not be investigated by departments, only the Town Manager's Office will investigate these complaints.

5.2.1.1 Town Manager Authority

The Town Manager reserves the authority to conduct an independent review of internal investigations conducted by departments. Further, the Town Manager may intervene and take over the investigation of any complaint regarding a violation of Town policy to conduct an independent investigation. This provision does not apply to complaints involving the Town Manager.

5.2.1.2 Complaints Involving Allegations of Criminal Conduct

Complaints alleging actions by Town employees or officials that would constitute a crime shall be reported to the appropriate law enforcement agency having jurisdiction. When the complaint involves allegations of criminal conduct, the internal investigation may have to be delayed until the outcome of a criminal investigation and prosecution. Decisions regarding the delaying of internal investigations in these circumstances shall be made with the Town Manager, the law enforcement agency conducting the investigation and the agency with prosecutorial jurisdiction.

5.2.1.3 Procedures for Informal Complaints

Some informal complaints can be addressed verbally with the complainant and the employees or officials involved. Other informal complaints may require further action. In these cases, the following steps should be followed,

1. Complete the complaint form.
2. Conduct necessary interviews appropriately, including employees, and gather any other information relevant to the matter.
3. Notify the employee(s) of the allegations and interview the employee(s)
4. Complete a memorandum outlining the complaint and the investigation to include the findings.

5.2.1.4 Procedures for Formal Complaints
Formal complaints will always require documentation as detailed below.

1. Complete the complaint form.
2. Conduct necessary interviews appropriate, including employees, and gather any other information relevant to the matter.
3. Notify the employee(s) of the allegations and interview the employee(s)
4. Complete a memorandum outlining the complaint and the investigation to include the findings.
5. Notify the complainant of the results of the complaint.

5.2.1.5 Procedures for Recording Complaints
All complaints against Town Staff and Officials shall be added into the appropriate records repository to include supporting documentation.

5.2.2 Cooperation Regarding Investigation of Complaints
The employees of the Town shall cooperate with internal investigations regarding complaints. Failure to cooperate with investigators is considered insubordination. Employees who fail to cooperate will be subject to disciplinary action up to and including termination of employment.

5.2.3 Findings of Investigations
The person assigned to conduct an investigation of a formal and in some cases informal complaint shall at the completion of that investigation make a finding which shall include one of the following determinations.

1. **Sustained-** The complaint is substantiated by the evidence available.
2. **Unfounded-** The complaint on not factual.
3. **Exonerated-** There is evidence to indicate the incident occurred however the actions of the employee were lawful and not contrary to Town or department policy.
4. **Not Sustained-** The complaint is unsubstantiated based upon the evidence that is available.

5.3 Records and Documents
Documents relating to complaints, the investigation of those complaints, findings and recommendations shall be maintained in accordance with records retention schedules under New Hampshire law, administrative rule or the Town's record retention policies.

5.3.1 Unfounded, Exonerated and Not Sustained complaints
Complaints and the related documents regarding the investigation of those complaints in which the finding is Unfounded, Exonerated or Not Sustained shall be filed in a designated location in the Town's records management system separate from the personnel files of the persons involved.

5.3.2 Sustained complaints
Complaints and the related documents regarding the investigation of those complaints in which the finding is Sustained shall be filed in the designated founded complaints file.

5.3.3 Confidentiality

The investigation of complaints or the conduct of an internal review involving Town employees and Town officials shall remain confidential. All information and documents regarding complaints and the investigation of those complaints shall remain confidential to the extent they can be in accordance with the exemptions as detailed in RSA 91-A, other related state/federal statutes as may be interpreted by state and federal courts.

5.3.4 The HR Department is responsible for maintaining the records of complaints and investigations. The Police Department shall maintain records relative to complaints and investigations that are conducted internally by the department.

Section 6.0: References

1. Town Policy ADM-111 Anonymous Hotline Policy
2. Town Policy Anti-Harassment, EEO and Sexual Harassment Policy
3. Town Policy ADM-103 Serious Incident Reporting
4. Town Policy ADM-108 Ethics Policy
5. State of NH RSA 275-E, Whistleblowers' Protection Act Chapter 275-E WHISTLEBLOWERS' PROTECTION ACT
6. State of NH RSA 91-A, Right to Know Law Chapter 91-A ACCESS TO GOVERNMENTAL RECORDS AND MEETINGS
7. Federal 29 CFR 1977, Asbestos Hazard Emergency Response Act, 15 USC 2651
8. Federal 29 CFR 24, Safe Drinking Water Act, 47 USC 300j-9(i)
9. Federal 29 CFR 24, Federal Water Pollution Control Act, 33 USC 1367
10. Federal 29 CFR 24, Solid Waste Disposal Act, 42 USC 6971
11. Federal 29 CFR 24, Clean Air Act, 42 USC 7622
12. Federal 29 CFR 24, Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9610
13. Federal 29 CFR 1984, Affordable Care Act, 29 USC 218c

Section 7.0: Policy & Procedure Revision History

Original Adoption Date:		
Section	**Description of Revision**	**Date**
	Original Adoption	**7/28/25**

Chapter V – POLICY AGAINST HARASSMENT & REPORTING PROCEDURES

SECTION I PURPOSE

The Town of Londonderry is committed to providing a work environment that is free of harassment based on sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, sexual orientation, gender identity and any other characteristic protected by applicable law. The Town recognizes the harmful effects of harassment and will not tolerate it.

SECTION II STATEMENT OF POLICY

The Town of Londonderry requires all employees to report violations of this policy. The Town Manager (or designee) will respond promptly to reports of harassment, and will take corrective and/or disciplinary action, as appropriate, in an effort to ensure that the goals of this policy are met. The Town will not tolerate any form of retaliation against any employee who reports harassment, or who participates in an investigation of a report of harassment.

SECTION III EXAMPLES OF PROHIBITED HARASSMENT

This policy prohibits offensive, intimidating, threatening, or otherwise unwelcome comments or conduct based on sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, gender identity or sexual orientation. Examples of prohibited conduct include, but are not limited to:

A. Written or spoken disrespectful or derogatory terms about sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, or sexual orientation;
B. Slurs and epithets;
C. Unwelcome jokes;
D. Insults;
E. Threats of physical violence or harm to a person's property;
F. Display or circulation of materials, items, or images that are disrespectful, degrading or disparaging to individuals or groups based on the characteristics listed above;
G. Any other unwelcome conduct or comments directed at a person or group because of a particular protected characteristic (i.e. sex, race, age, etc.).

It is important to note that the types of conduct explained in this policy are prohibited regardless of the intent of the person(s) engaging in the conduct (i.e. to be intentionally offensive, a misguided attempt at humor, attempts at establishing a romantic relationship, etc.). Prohibited conduct includes conduct that is direct as well as indirect (e.g. overheard conversations, e-mail messages sent or forwarded by accident, etc.).

Chapter V – POLICY AGAINST HARASSMENT & REPORTING PROCEDURES (Cont'd.)

SECTION IV SPECIFIC INFORMATION ABOUT SEXUAL HARASSMENT

The formal definition of sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal, physical, and non-physical conduct of a sexual nature when:

A. Submission to or rejection of such conduct is made explicitly or implicitly a term or condition of employment;

B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or for awarding or withholding favorable employment opportunity, evaluation or assistance; or

C. Such conduct has the purpose or effect of unreasonably interfering with an individual's performance at work, or creating an intimidating, hostile, or offensive work environment.

Less formally, the types of conduct prohibited by this policy cover a wide range of inappropriate behaviors including, but not limited to, the actual coercion of sexual relations, unwelcome comments, jokes, innuendoes, sexually suggestive materials, and other unwelcome sexually oriented actions.

While it is not possible to list all of the types of conduct that might violate this policy, the following are some examples:

- Unwelcome sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, vulgarity;
- Written or oral references to sexual conduct;
- Gossip or other comments regarding an individual's sex life;
- Comments regarding an individual's body;
- Comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons, electronic images;
- Leering, staring, whistling, grabbing, pinching;
- Sexual flirtation;
- Brushing against someone's body;
- Sexual gestures;
- Suggestive or insulting comments;
- Inquiries or comments about one's sexual experiences; and
- Discussion of one's sexual activities, ambitions or perceptions.

Chapter V – POLICY AGAINST HARASSMENT & REPORTING PROCEDURES (Cont'd.)

SECTION V GENERAL PROVISIONS

A. Individuals Covered by this Policy: This policy applies to all employees of the Town of Londonderry at every level. This policy also prohibits harassment of or by non-employees (vendors, Board members, consultants, etc.) who come in contact with Town employees. This policy prohibits conduct whether it is directed at men by women, at women by men, at men by men, or at women by women, and regardless of whether the conduct occurs on or off the Town's premises or during or outside of working hours.

B. Mandatory Reporting Procedure: Employees must report any conduct that violates this policy using the "Reporting Procedure for Discrimination, Harassment, and Retaliation" below (referred to as the "Reporting Procedure"). Do not assume that the Town is aware of the problem. Each employee has a responsibility to report harassment. It is only through the active involvement of all employees that the Town can prevent and correct harassment in the workplace.

   Using the Town's mandatory Reporting Procedure does not preclude an employee who has experienced conduct in violation of this policy from discussing the matter directly with the person(s) engaging in the offensive conduct. Employees who are offended by conduct are encouraged, but not required, to inform the person(s) engaging in the conduct of the unacceptable nature of the conduct in a professional, civil manner. This discussion may resolve the issue, but even if it is resolved the matter must still be reported through the Reporting Procedure.

C. Consequences for Violating the Policy: Violations of this policy, whether intended or not, will not be tolerated. Any employee who violates this policy will be subject to corrective and/or disciplinary action, up to and including termination of employment. Note that the Town may take corrective and/or disciplinary action to address inappropriate conduct even if it does not rise to the level of unlawful harassment.

D. Retaliation will not be Tolerated: The Town of Londonderry requires employees to report violations of this policy and will not tolerate any form of retaliation against an employee who makes a report or who participates in an investigation of a report under this policy. All incidents of retaliation must be immediately reported using the Reporting Procedure.

Chapter V – POLICY AGAINST HARASSMENT & REPORTING PROCEDURES (Cont'd.)

SECTION VI REPORTING PROCEDURES

Any employee who has observed, been made aware of, or experienced conduct in violation of the Policy Against Harassment or any policy regarding diversity and equal employment opportunity (collectively referred to in this Reporting Procedure as the "Policies") must follow this reporting procedure to notify the Town as follows:

- Notify the Department Head (or, if in the Police or Fire Departments, a member of the Command Staff, to include PD Lieutenants and above and FD Battalion Chiefs and above), and/or the Town Manager (or the Town Manager's designee), and/or a member of the Human Resources Departmentof the conduct. An employee can report the matter to any (or more than one) of these individuals either orally or in writing.
- In the event that the report is about conduct engaged in by the Town Manager, the employee may also choose to make the report directly to the Chair of Town Council, and may do so orally or in writing.

A. Investigation: The Town will investigate reports made through this Reporting Procedure promptly and fairly. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation may be conducted internally or, in appropriate circumstances, an outside investigator may be retained.

   Investigations will typically include private interviews with the person filing the report, with witnesses, and with others as circumstances warrant. The person alleged to have violated the Policies will also typically be interviewed. Any employee asked to participate in an investigation is expected to cooperate fully and truthfully. When the investigation is complete, to the extent appropriate, the Town will inform the person filing the report and the person alleged to have violated the Policies of the results of that investigation.

B. Corrective/Disciplinary Action: Any employee who has violated the Policies or otherwise acted inappropriately will be subject to corrective and/or disciplinary action, up to and including immediate termination of employment.

C. Retaliation is Prohibited: Employees who make reports in good faith under this Reporting Procedure and/or participate in good faith in any investigation under this Reporting Procedure have the Town's assurance that it will not tolerate any form of retaliation against them for their participation in the process. Any concerns regarding retaliation must be reported using the Reporting Procedure.

Chapter V -SEXUAL HARASSMENT PREVENTION & REPORTING POLICY
(Cont'd.)

ACKNOWLEDGMENT

I have received a copy of the Town of Londonderry's Policy Against Harassment and Reporting Procedure for Discrimination, Harassment, and Retaliation, and have read it or had it explained to me.

_____
Employee's Printed Name

_____ _____
Employee's Signature Date

~~End of Chapter~~

CHAPTER XXVI CODE OF ETHICS

SECTION I PURPOSE

The purpose of this code is to provide an educational tool and to establish guidelines and community expectations for the ethical standards of conduct for town officials, board members and employees. **11**

- Town officials, board members and employees (defined as an elected town official, a volunteer appointed by the Town Council, and a person who is an employee of the Town, one who is paid for their service, but who is not an independent contractor - individually and collectively know hereafter as Community Officials) shall act in the best interest of the town. **10**
- Community Officials shall remove themselves from decision making if they have a conflict of interest. (A conflict is when a Community Official votes or acts on a matter in which they have a direct, immediate and definite personal and pecuniary interest, which is capable of being demonstrated.) **1,8**
- Community Officials shall be impartial, and responsible to the community in their actions. **10,11**
- The town's official decisions and policies shall be made through the proper channels of government as established by the Town Charter and Ordinances, and State Statutes. **1,8**
- Public office, a volunteer position or town employment shall not be used for personal gain. **1,7,8,9,10**

This code establishes guidelines and expectations regarding potential ethical issues, and it establishes a course of action for bringing complaints.

SECTION II Town Nepotism Policy

A. Public Officials and Boards: No person serving as an elected official, an elected or appointed member of any Town board or commission, or as Town Manager, shall participate in, appoint or vote on the appointment or hiring of any person in his/her immediate family to a position as a Town employee. If a prospective employee is a member of the immediate family of any elected official, elected or appointed member of any Town board or commission, or Town Manager, that elected official, elected or appointed member of any Town board or commission, or Town Manager, shall remove himself/herself completely from the appointment process. Compliance with this provision shall be a condition of holding office pursuant to Article 6 of the Town Charter.

B. Employment of Family Members of Current Employees: Any job applicant seeking employment with the Town or applicant for an appointed position on a Town board or commission shall be required to disclose immediate family relationships with existing employees, elected officials, and appointed board or commission members.

   No Town employee shall take part in the hiring process of any member of the employee's immediate family who is seeking employment with the Town. Additionally, except when necessary in the course of daily operations within a department, no Town employee shall evaluate, supervise, or discipline any member of the employee's immediate family who is currently an employee of the Town. If an employee has an immediate family member in his or her chain of command, except when necessary in the course of daily operations within a department, the immediate family member shall take no part in the evaluation, supervision or discipline of that employee, with those responsibilities to be performed by the next highest person in the chain of command.

C. Town Councilors and Town Manager: To avoid any actual or perceived conflict of interest in the awarding of business and contracts with the Town, no person serving as a Town Councilor or Town Manager shall take part at any stage in any negotiations, or vote on any contract or agreement between the Town and any individual or entity in which he/she or his/her immediate family has any direct or indirect financial or gainful interest, however small. Compliance with this provision shall be a condition of holding office pursuant to Article 6 of the Town Charter.

D. Immediate Family: "Immediate family" is defined for purposes of this policy to include spouse, civil union partner, children, parents, stepparents, stepchildren, brothers, sisters, half-brothers, half-sisters, immediate in-laws, grandparents, grandchildren, or other person living in the household of the prospective employee, Town employee, elected official, elected or appointed member of any Town board or commission, or Town Manager.

E. Effective Date: The provisions of this policy shall become effective on passage by the Town Council and shall apply to all those elected, appointed or employed in any capacity by the Town after date of passage. The Town Manager shall take appropriate measures to limit the circumstances under which employees are supervised by members of their immediate family. To the extent such conflicts cannot be avoided, the Town Manager shall review and approve any performance evaluations, disciplinary actions, or changes in job status in order to assure that the public's interests are served.

SECTION III CODE PROVISIONS

A. No Conflicts of Interest

Community Officials of the Town shall avoid conflicts of interest. In such instances, you shall recuse yourself from discussion and decision-making. (Recusal means to remove yourself completely from all further participation in the matter in question.) **1,8**

Community Officials or members of their families having professions outside their relationship with the Town that routinely do business with the Town of Londonderry shall not be awarded any work, of any value, except that it be done through a complete and open competitive procurement process. (Family is defined as a Community Official's lineal ascendants, lineal descendants, adoptions, siblings and offspring, a Community Official's spouse, the spouse's lineal ascendants, lineal descendants, adoptions, siblings and offspring, members of the same household, and participants in a Civil Union as defined under RSA 457-A.) **2,8,9**

CHAPTER XXVI CODE OF ETHICS (Cont'd.)

SECTION III CODE PROVISIONS (cont'd.)

B. A Duty to Recuse in Quasi-Judicial Actions

A "quasi-judicial action" is any action where the board or committee you are a member of is acting like a judge or a jury. For example, when your board or committee has a duty to notify the potential parties, hear the parties, and can only decide on the matter after weighing and considering such evidence and arguments as the parties choose to lay before you, you are involved in a quasi-judicial action. The work of the planning and zoning boards is largely quasi-judicial. Community Officials are expected to recuse themselves if a conflict exists or if they believe they cannot for any reason be totally fair and impartial. **1,9**

C. A Duty to Disclose

As a Community Official, you shall make full disclosure and not participate in the conduct of business on behalf of the town or enter into discussion or deliberation of any matter if you have a financial interest, direct or indirect, in any planned or existing contract, job, work or service to be performed for the Town or voluntary sale to the Town of any land, materials, supplies, equipment or other property.**14**

D. No Unfair Personal Use of Town Property

No Community Official shall use town property, services, or labor personally, or make the same available to others *unless* such use is available to other residents upon request on equal terms. **3,7,8**

E. No Misuse of Confidential Information

No Community Official shall use any confidential information acquired by virtue of that individual's official position for personal benefit, or for the benefit of any other person or business. This does not apply to information which is readily available to the general public. **4,8,10**

CHAPTER XXVI CODE OF ETHICS (Cont'd.)

SECTION III CODE PROVISIONS (cont'd.)

F. No Improper Gifts

No Community Official shall accept a gift (or allow acceptance of such gift by a family member) from any individual, group, or corporation which has *or is likely to have* a matter pending before the employee, board, committee, or commission on which the Community Official serves. (This provision of the code is not meant to apply to gifts traditionally exchanged between family members, or for those gifts normally exchanged during the holiday season with a value of less than $25.00.) **5,8,9**

G. A Duty to Cooperate

All Community Officials shall cooperate with the Appointing Authority regarding any complaint or inquiry alleging violation of this Code of Ethics.

SECTION IV REPORTING PROCESS

Any resident of the Town who believes that a Community Official has violated this Ordinance may report the alleged violation to the Community Official's Appointing Authority using the attached form. The Appointing Authority is:

A. For all employees, the Town Manager **13**
B. For the Town Manager, the Town Council **13**
C. For all appointed board, committee and commission members, the Town Council **12**
D. For a member of an Elected Body, the Elected Body on which the member serves. An elected body, other than the Town Council**15**, has no disciplinary authority over the actions of its individual members. Citizens, however may utilize Section 7.6 of the Town Charter, Recall of Officeholders. **6**

The Appointing Authority shall investigate alleged violations and act as appropriate within the procedures established within state statute, the Town's Personnel Policy and/or Collective Bargaining Agreements.

CHAPTER XXVI CODE OF ETHICS (Cont'd.)

SECTION V DISTRIBUTION

This Ordinance shall be made available to all Community Officials upon their submittal of a letter of interest to serve the community or filing for elective office. Upon election or appointment, the Community Official shall then sign a form acknowledging receipt of same. At least annually, the Town Council shall schedule sessions with Community Officials to review this Ordinance.

SECTION VI EXCLUSIONS

The provisions of this Code of Ethics shall not be interpreted so as to prevent:

A. Any Community Official who is a resident of the Town of Londonderry from fully participating in any Town Meeting;

B. Acceptance of donations for the expressed purpose of financing a political campaign, provided such contributions are reported in accordance with all state and federal laws which pertain to such donations; [9]

C. Participation in a matter which relates to a person or business from which a Community Official has merely purchased goods or services, if the individual in question has no other conflict of interest relating to that person or business;

D. Police officers, fire fighters, and other emergency personnel from acting in the course of their official capacities when responding to emergencies in accordance with the rules and regulations of their departments; and,

E. Supervisors of Town employees from appropriately carrying out personnel policies.

F. Any Community Official who provides volunteer services to a charitable organization from participating in a matter which involves an individual who may have made a contribution to that charitable organization. (Adopted 09-15-08)

Employees and volunteers under the direction of the Leach Library Board of Library Trustees, and Community Officials elected, hired or appointed by the Londonderry School District, School Board and/or Superintendent are not subject to the provisions of this code.

This Code is adopted pursuant to RSA 31:39-a; which requires that affected officers and employees shall be exempt from the provisions of this Ordinance. The exemption shall be for a period no less than one year. As all of this Code's provisions are rooted in current state statutes or current local ordinance, this provision does not allow community officials to rely upon the exemption and disregard the underlying regulation.

CHAPTER XXVI CODE OF ETHICS (Cont'd.)

Annotations:

1. Town Charter, Article 6, Conduct of Officials
2. Town Charter, Section 6.3 Disqualification from Decision Making Process
3. Town Charter, Section 6.4 Private Use of Town Property and Personnel
4. Town Charter, Section 6.7 Misuse of Information
5. Town Charter, Section 6.5 Acceptance of Gifts and Gratuities
6. Town Charter, Section 7.6 Recall of Officeholder
7. Municipal Code, Title VI, Chapter XXV, Fraud Policy
8. Municipal Code, Title VI, Chapter VI, Section X Ethics in Public Purchasing
9. RSA 640 Corrupt Practices
10. RSA 643 Abuse of Office
11. RSA 31:39-a, Conflict of Interest Ordinance
12. RSA 673:13 Removal of Members, Local Land Use Boards
13. Town Charter, Article 4, Town Manager
14. Town Charter, Section 6.2 Conflicts of Interest
15. Town Charter, Section 3.3 B. Removal of Councilors

TOWN OF LONDONDERRY
CHAPTER XXVI CODE OF ETHICS
COMPLAINT FORM

Please complete this form legibly and in as much detail as possible. Additional pages may be added:

Your Name: _____

Address: _____

Phone (Daytime): _____ (Evening): _____

Person(s) against whom this complaint is made:

_____ (Department/Board/Committee): _____

_____ (Department/Board/Committee): _____

Description of the complaint in detail:

_____

_____

_____

_____

_____

_____

(Use more paper and attach, if necessary.)

With my signature, I declare that the statements made above are accurate and truthful to the best of my knowledge.

_____ _____

Signature Date

Completed forms should be sealed and delivered to the Town Manager's Office. If the complaint involves a Town Employee, the envelope should be addressed to the Town Manager; if about the Town Manager or an appointed Board or Commission member, please address to Chair, Town Council. If the complaint involves an elected official, please address to Chair or Vice Chair of that elected body (e.g. Town Council, Budget Committee, etc.).

CHARTER

of the

Town of Londonderry,

New Hampshire

Adopted by Town Meeting, March 12, 1996
Effective July 1, 1996
Revised by Town Meeting Vote April 14, 1998
Revised by Town Meeting Vote March 14, 2000
Revised by Town Meeting Vote March 11, 2003
Revised by Town Meeting Vote, March 9, 2004
Revised by Town Meeting Vote, March 8, 2005
Revised by Town Meeting Vote, March 8, 2011
Revised by Town Meeting Vote, March 10, 2020

Charter Commission:
William J. Foley, Chairman
Cynthia Rice-Conley, V. Chairman
Edward D. Brueggemann, Secretary
Robert E. Carr
Perry P. Craver, Jr.
Kenneth J. Hajjar
Betsy McKinney
Mark Oswald
Arthur E. Rugg

CHARTER CHANGES ADOPTED

No. Description	Town Council Adopted	Town Meeting Approved
98-01 – Charter Amendment (Section 5.4)	02/09/98	04/14/98
98-02 – Charter Amendment (Section 9.1a)	01/26/98	04/14/98
98-03 – Charter Amendment (Section 3.5c)	01/26/98	04/14/98
98-04 – Charter Amendment (Section 5.5a)	02/26/98	04/14/98
00-01 – Charter Amendment (Section 3.4)	02/07/00	03/14/00
01-02 – Charter Amendment (Section 6.1)	Indef. Postponed	
02-20 – Charter Amendment (Section 3.1.A and B)	12/02/02	03/11/03
02-21 – Charter Amendment (Delete Section 10.8A)	12/02/02	03/11/03
02-22 – Charter Amendment (Section 9.1.A)	12/02/02 – Reconsidered/ Denied 01/06/03	
03-17 – Charter Amendment (Section 5.4.E)	01/12/04	03/09/04
03-25 – Charter Amendment (Section 3.3.D)	01/12/04	03/09/04
04-20 – Charter Amendment (Section 5.5)	12/20/04	03/08/05
10-23 – Charter Amendment (Section 5.3, 5.4.B, C, D, E, F, G, H and I)	11/15/10	03/08/11
20-02 – Charter Amendment (Section 5.4 D)	12/23/19	03/10/20

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Chapter I - Town Charter

ARTICLE 1 - Incorporation: Town Form of Government: Power

Section 1.1. Incorporation

The inhabitants of the Town of Londonderry shall continue to be a body politic and corporate under the name of the "Town of Londonderry" and as such to enjoy all the rights, immunities, powers and privileges and be subject to all the duties and liabilities now appertaining to or incumbent upon them as a municipal corporation. All existing property of the Town shall remain vested in it, and all its existing debts and obligations shall remain obligatory upon it under this Charter.

Section 1.2. Town Form of Government

The administration of the fiscal, prudential, municipal and other affairs of the Town, with the governance thereof, shall be vested in a Town Council, shall be directed by a Town Manager, and shall consist of the various departments of the Town as established by this Charter and from time to time by the Town Council. Except as expressly authorized by this Charter, no Councilor shall participate in the conduct of the administrative affairs of the Town.

Section 1.3. Construction

The powers of the municipality under this Charter are to be construed liberally in favor of the Town, and the specific mention of particular powers is not intended to limit in any way the general powers of the municipality as stated in Sec. 1.1.

Section 1.4. Intergovernmental Relations

Subject only to express limitations in the provisions of the New Hampshire Statutes, the Town may exercise any of its powers or perform any of its functions under this Charter and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with the State of New Hampshire, or any political subdivision or agency thereof, or the United States of America or any agency thereof.

ARTICLE 2 - Elections: Election Officials: Conduct of Elections

Section 2.1. Composition of Board of Election Officers

The Supervisors of the Checklist, the Moderator and the Town Clerk shall constitute the Board of Election Officers. The Moderator shall be Chair. The Town Clerk shall serve as the Clerk of the Board.

Section 2.2. Moderator

There shall be a Moderator of the Town who shall have all the powers and duties granted by this Charter and State Law. The Moderator shall be elected on an at large basis to a term of two (2) years at the Town election. Without limitation to the foregoing, for election purposes, the Moderator shall have the power to appoint all election officials except those which must be elected or otherwise appointed. The Moderator shall determine whether all ballots from all polling places are to be counted in one or more locations. Vacancies in the office of moderator shall be filled pursuant to State Law.

Section 2.3. Supervisors of the Checklist

A. There shall be three (3) Supervisors of the Checklist who shall hold office for six (6) years (and until their successors are elected and qualified) on a staggered basis so that one Supervisor is elected at each odd year Town election.

B. Vacancies in the Supervisors of the Checklist shall be filled pursuant to State Law. The person so appointed shall hold office until the vacancy for the unexpired term is filled at the next Town election.

C. The Supervisors shall elect a chair for a term of two (2) years.

D. The Supervisors of the Checklist shall have such powers and duties as are specified under New Hampshire law.

Section 2.4. Town Clerk

There shall be a Town Clerk who shall have all the powers and duties granted by the Charter and State Law. The Clerk shall be elected on an at-large basis to a term of three (3) years at the Town Election. Vacancies in the office of the Clerk shall be filled pursuant to State Law.

ARTICLE 2 - Elections: Election Officials: Conduct of Elections (Cont'd)

Section 2.5. Conduct of Elections

A. The election officers, whose duty it is to conduct regular elections, shall use a Non-Partisan Official Ballot System as detailed in the election laws of the State of New Hampshire, on the second Tuesday in March to choose Councilors and such other officials as specified by this Charter, each of whom shall be elected by the voters of the entire town.

B. At all Town elections the polls shall be open not less than eleven (11) hours and may be open not earlier than six o'clock in the forenoon of the day of the election, nor later than eight o'clock in the forenoon of the day of the election, nor closed earlier than seven in the evening. The Council shall determine the hours at least thirty (30) days prior to the election.

C. The election laws of the State of New Hampshire shall govern voter qualifications.

D. The Council shall specify the polling places of the Town.

Section 2.6. Preparation of Ballots

The Clerk shall prepare separate ballots to be used at all local referenda and at elections at which Town officers are chosen. The ballots shall contain in appropriate sections the names of all candidates, listed in such order as prescribed by State Law, without party designation. Below the list of names of the candidates of each office there shall be as many blank spaces as there are offices to be filled at the election. No titles, military, professional or otherwise, shall accompany the name of any candidate on the ballot.

Section 2.7. Preservation of Ballots

All the ballots cast at each election shall be preserved, maintained and sealed as required by the election laws of the State of New Hampshire.

Section 2.8. Contested Elections shall be resolved in accordance with the State Law

Tied elections for any elected office shall be determined by lot in a manner as decided by the Clerk in the presence of the tied candidates.

ARTICLE 2 - Elections: Election Officials: Conduct of Elections (Cont'd)

Section 2.9. Display of Local Campaign Materials at Polling Place

Persons as candidates for elected office or as representing or working for a candidate for office or promoting a petition, resolution, referendum or measure on the ballot may not solicit votes, display, exhibit or distribute any campaign materials in violation of local ordinances or state statutes. The Moderator shall exercise the powers under State Law relative to the conduct of elections, distribution of campaign materials and electioneering within the polling place.

ARTICLE 3 - Town Council

Section 3.1. Membership: Term of Office ***(Revised - TM 3/11/03)***

A. Except as otherwise provided in this Charter, all of the powers of the Town shall be vested in a Town Council (hereafter referred to as the "Council"), of five (5) Councilors. The Councilors shall be elected from the Town at large for a three (3) year term of office ***with staggered terms.***

B. All Councilors shall take office ***following their election and after being duly sworn at the conclusion of the budgetary Town Meeting,*** and shall hold office until their successors are duly elected and qualified.

Section 3.2. Organization Meeting

A. The Councilors so chosen shall meet in their capacity as the Council within ten (10) calendar days following their election for the purpose of taking their respective oaths of office, adopting rules and for the transaction of business required by law or ordinance to be transacted in such meeting.

B. The Council shall, by the affirmative vote of at least three (3) of its members, at its first regular meeting following each election, choose one of its members Chair for a term of one (1) year. The Council shall choose one of its members Vice Chair, for a term of one (1) year, who shall act in the absence or disability of the Chair. In the event of a vacancy occurring in the office of Chair, the Vice Chair shall serve out the unexpired term. The Chair shall be the official head of the Town for all ceremonial purposes, shall preside at all meetings of the Council and may speak and vote at such meetings.

Section 3.3. Qualifications of Councilors

A. Only registered voters who at all times during the term of office are and remain residents of the Town shall be eligible to hold the office of Councilor. To be eligible for election to the office of Councilor a candidate must be of voting age and must have been a resident of the Town for at least thirty (30) days immediately before filing for the election.

B. Removal of Councilors

The Council may, on specific charges and after due notice and hearing, at any time remove one of its own members for cause, including but not limited to prolonged absence from or other inattention to duties, crime or misconduct in office, or as specified in this Charter.

Chapter I - Town Charter (Cont'd)

ARTICLE 3 - Town Council

Section 3.3. Qualifications of Councilors (Cont'd)

C. Incompatible Positions

No Councilor shall, while serving a term, be eligible to hold any other Town position of remuneration nor shall the Councilor transact any business with the Town except pursuant to Article 6 of this Charter.

D. Incompatible Offices ***(Rev. TM 3/09/04)***

Except as otherwise provided in this Charter, members of the Council shall not hold any ~~***office or***~~ employment with the Town. Former members of the Council shall not be eligible for appointment as a compensated Town officer or employee until one year after the expiration of their service.

Section 3.4. Vacancies ***(Revised - TM 3/14/00)***

Vacancies occurring in the office of Councilor at any time shall be filled, by appointment, until the next regular election, by the Council at its next regular meeting by majority vote of the Councilors, ***provided, however, that, if the vacancy occurs fewer than ninety (90) days prior to the next regular election, the vacancy shall not be filled by appointment, but shall be filled at the next regular election.***

Section 3.5. Compensation, Expenses ***(Revised - TM 4/04/98 to delete "C")***

The Council shall establish an annual salary and expense allowance for its members, subject to the following:

A. No Increase in such salary or expense allowance shall be effective unless it shall have been adopted by a majority vote of all the members of the Council;

B. The new salary and expense schedule shall be included in the next Town budget process and shall take effect in the fiscal period to which that budget applies.

ARTICLE 3 - Town Council (Cont'd)

Section 3.6. Exercise of Powers - Meetings - Rules of Procedure

A. Exercise of Powers - Except as otherwise prohibited by law or this Charter, the powers of the Council may be exercised in a manner determined by it.

.

B. A quorum of the Council for the transaction of any business shall be three (3) of the members currently in office. However a smaller number may adjourn the meeting to another time or date.

.

C. Meetings - All meetings of the Council shall be public to the extent required by State Law. Regular meetings shall be held at such time, date and place as the Council shall by ordinance or resolution direct. Special meetings may be called by the Chair. Special meetings also may be called at the written request of the Manager or at least three (3) Councilors, and upon such request the Chair of the Council shall call such special meeting.

Written notice of said meeting shall be delivered to each Councilor at least twenty- four (24) hours prior to the call of the meeting, excluding Sundays and legal holidays. The method of delivery of notice for special meetings shall be by established Council rule.

An emergency meeting may be called by the Chair when immediate undelayed action is deemed to be imperative by the Chair, who shall employ whatever means are reasonably available to inform the public and all council members that an emergency meeting is to be held.

D. Rules of Procedure - The Council shall establish rules for its proceedings voting shall be duly recorded. All votes shall be recorded by roll call except votes on procedural matters.

E. 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.

E. Council Objection
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.

ARTICLE 3 - Town Council (Cont'd)

Section 3.7. Ordinances

A. 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.

B. 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.

C. 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.

D. 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.

E. All ordinances, including any amendments thereto, shall be recorded in full, uniformly and permanently, by the Clerk, and each ordinance so recorded shall be authenticated by affixing the signatures of the Council Chair and the Clerk and the Town Seal, and kept on file in the office of the Clerk. The Clerk shall be responsible for the systematic indexing, printing, publication and maintenance of the ordinances of the Town. Copies of all ordinances shall be available to the public, and the Clerk may charge a fee to defray the printing costs.

Chapter I - Town Charter (Cont'd)

ARTICLE 3 - Town Council (Cont'd)

Section 3.8. Emergency Ordinances

Notwithstanding other provisions of this Charter to meet a public emergency affecting life, health, property or the public peace, the Council may adopt one or more emergency ordinances, but such ordinances may not levy taxes, grant, renew or extend a franchise, regulate the rate charged by a public utility for its services or authorize the borrowing of money, except as provided in Section 3.9. of this Charter. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but two-thirds majority vote of the councilors present shall be required for adoption.

After its adoption the ordinance shall be published and printed as prescribed for other adopted ordinances. It shall become effective upon adoption. Every emergency ordinance, except one made pursuant to Sec. 3.10. of this Charter, shall automatically stand repealed as of the sixty first (61st) day following the date on which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

Section 3.9. Emergency Expenditures

The Council may make emergency expenditures in accordance with the provisions of the Municipal Budget Law, RSA Chapter 32, as the same may be amended from time to time.

Section 3.10. Codification of Ordinances

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.

Section 3.11. Existing Ordinances

All by-laws, ordinances, rules, restrictions and regulations of the Town of Londonderry which are in effect as of the date of adoption of the Charter, and not inconsistent with this Charter, shall remain in effect after the adoption of this Charter until they expire by their terms or are repealed, modified or amended by the Council.

ARTICLE 3 - Town Council (Cont'd)

Section 3.12. Powers and Duties

Except as herein otherwise provided, the Council shall have all the powers conferred upon and discharge all the duties imposed upon town councils, town meetings, boards of mayor and aldermen, and selectmen of towns by law, except the adoption of a town budget, which prerogative is vested in the budgetary Town meeting. All officers and members of all boards, commissions and committees, and vacancies thereto shall be appointed by the Council from among Town residents except unless otherwise provided by this Charter.

Section 3.13. Delegation of Powers

The Council may delegate to one or more Town agencies the powers vested in the Council by this Charter and State and Federal Law to grant and issue licenses and permits, and may regulate the granting and issuing of licenses and permits by any such Town agency, and may in its discretion, rescind any such delegation without prejudice to any prior action which has been taken.

Section 3.14. Inquiries and Investigations

The Council by majority vote may require of any appointed Town official, department head or employee, official appointed or confirmed by the Council, or member of an appointed Town board or commission to appear before it, and give such information as it may require in relation to this office, its function, and performance. The Council shall give at least forty-eight (48) hours written notice of the general scope of the inquiry which is to be made to any person it shall require to appear before it under this section. The Council may make investigation into the affairs of the Town and into the conduct of any Town agency or department, and for this purpose may administer oaths and require the production of evidence.

Section 3.15. Board Procedures

Except as expressly prohibited by State Law, the Council shall adopt rules of attendance and forfeiture of office for all Town appointed boards and commissions.

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.

ARTICLE 4 - Administration of Government (Cont'd)

Section 4.5. 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 Section 4.3 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.

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.

Section 4.6. Powers and Duties of the Manager

A. 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 supervise and direct the administration of the Town departments and personnel therein.

B. 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.

C. The Manager shall fix the compensation of all town officers and employees appointed by the Manager with the limits established by existing appropriations.

ARTICLE 4 - Administration of Government (Cont'd)

Section 4.6. Powers and Duties of the Manager (Cont'd)

D. 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

E. The Manager shall keep a full and complete inventory of all property of the Town, both real and personal.

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

G. 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.

H. The Manager shall set rules and regulations and establish a system of personnel administration known as the "Personnel Plan". The Personnel Plan shall include provisions with regard to classification, compensation, selection, training, promotion, grievances, discipline, vacations, retirement and any other matters necessary to the maintenance of efficient service and proper working conditions.

I. The Manager shall certify that employees of the Town and their compensation comply with approved pay rates.

J. 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.

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

ARTICLE 4 - Administration of Government (Cont'd)

Section 4.7. Appointment of Department Heads; Suspension; Appeal

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.

Section 4.8. Non-interference with Town Administration

The Council shall act in all matters as a body. Except as expressly provided elsewhere in this Charter, neither the Council nor any of its members shall direct or request the appointment of any person to office or employment; or direct the removal, suspension, discipline, adjustment in pay, benefits, or working conditions of any employee by the Manager or of any of the Town department heads.

No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees, either publicly or privately. Nothing contained in this section shall prohibit the Council from meeting with the Manager to discuss the operation or conduct of any department head or employee and to recommend an investigation and report by the Manager of any complaint. Any violation of the provisions of this section by a Councilor shall constitute grounds for forfeiture of office under the provisions of Section 3.3.

Section 4.9. Departments

A. 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.

B. 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. 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.

Section 4.10. 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.

Section 4.11. Fiscal Affairs: Treasurer, Audit

A. The Treasurer, in making investments of Town funds, shall follow the written investment policy pursuant to State Law.

B. The Town shall engage an independent Certified Public Accounting firm to perform an annual financial audit in accordance with current General Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) regulations and other applicable accounting standards.

ARTICLE 5 - Finance

Section 5.1. Fiscal Year

The fiscal and budget year of the Town shall begin on the first (1st) day of July and end on the thirtieth (30th) day of June.

Section 5.2. Budget Procedure

At such time as may be requested by the Manager or specified by the Administrative Code, each officer or director of a department shall submit an itemized estimate of the expenditures for the next fiscal year for the departments or activities under his control to the Manager. The Manager shall, based on these estimates and other data, prepare a recommended budget which shall, together with these department estimates, be submitted to the Council on such date as the Council shall establish. The Council shall review the budget for the following fiscal year and make such modifications and amendments as it desires.

Section 5.3. Budget Hearings ***(Revised TM 3/8/11)***

The Council shall hold in convenient places as many public hearings on the budget as it deems necessary, but at least two public hearings on the budget shall be scheduled on dates consistent with those specified in the Municipal Budget Act before its final adoption by the Official Ballot Session of the Budgetary Town Meeting, held on the second Tuesday in March at such place, convenient to the public, as the Council shall direct. Notice of such public hearing, The Deliberative Session of the Budgetary Town Meeting and Official Ballot Session of the Budgetary Town Meeting, together with a copy of the budget as submitted, shall be posted in two public places. A copy of the budget shall be available to the public at the office of the Clerk during regular business hours. In addition, notice of such public hearing, The Deliberative Session of the Budgetary Town Meeting and Official Ballot Session of the Town Meeting shall be published in a newspaper of general circulation in the Town at least one week prior to said meeting by the Clerk.

Section 5.4. Final Date for Budget Adoption ***(Revised TM 3/8/11 5.4.B, C, D, E, F, G, H, and I removed; Revised – TM 3/10/20, Art. No. 2, Divided D into D1 and D2, Revised D2 and Added D3)***

A. The warrant for the annual meeting shall prescribe the place, day and hour of the Deliberative and Official Ballot sessions of the Budgetary Town meeting, and notice shall be given in accordance with State Law.

ARTICLE 5 - Finance (Cont'd)

Section 5.4. Final Date for Budget Adoption (Cont'd)

B. The Deliberative session of the annual meeting shall be held between the first and second Saturdays following the last Monday in January, inclusive of those Saturdays and consist of explanation, discussion, and debate of each warrant article. A vote to restrict reconsideration shall be deemed to prohibit any further action on the restricted article until the official ballot session. Warrant articles may be amended at the deliberative session, subject to the following limitations:

1. Warrant articles whose wording is prescribed by law shall not be amended.

2. Warrant articles that are amended shall be placed on the official ballot for a final vote on the main motion, as amended.

All votes of the Town Council and Advisory Budget Committee shall be recorded votes and the numerical tally of any such vote shall be printed in the town warrant next to the affected warrant article.

C. The clerk of the Town shall prepare an official ballot, which may be separate from the official ballot used to elect officers, for bonds or notes articles and all warrant articles to be voted on by official ballot.

D. Section 5.4. Final Date for Budget Adoption

1. The official session of the annual meeting, which shall be for the election of officers, and to vote on bonds or notes articles, and all warrant articles from the deliberative session on official ballot shall be held on the second Tuesday in March. Bonds or notes shall require a 3/5 (or 60%) majority for passage.

2. In addition to acting on warrant articles, voters shall choose between the proposed Operating Budget as may be amended during the Deliberative Session, and the Default Budget, which shall be calculated ~~pursuant to RSA 40:13 IX(b)~~ **as *described in Section 5.4.D.3 below***. In the event that the proposed Operating Budget and Default Budget receive an equal number of votes, the Default Budget shall be considered approved.

3. "Operating Budget" means "budget" as defined in RSA 32:3, III exclusive of "special warrant articles" and exclusive of all other appropriations voted separately.

"Default Budget" means the amount calculated by starting with the amount of the appropriations contained in the operating

budget authorized for the previous fiscal year, reduced and increased as the case may be by: 1) debt service, 2) contracts previously incurred, 3) salary and other related employee costs (benefits, taxes) previously incurred, and 4) other obligations previously incurred or mandated by law, and reduced by one-time expenditures contained in the operating budget. For the purposes of this paragraph, one-time expenditures shall be appropriations not likely to recur in the succeeding budget, as determined by the Town Council.

Instead of being an actual budget, the "Default Budget" is the amount that will be raised if the proposed Operating Budget is defeated. If the Default Budget is adopted because of the defeat of the proposed Operating Budget, the amount raised and appropriated may be expended for any purpose contained in the defeated proposed Operating Budget. The total amount available for expenditure when operating under the Default Budget will not exceed the default amount plus the amount appropriated by separate and special warrant articles except as otherwise provided by laws such as, but not limited to, RSA 32:9-11.

For the purposes of this Section 5.4.D.3, "previously incurred" means on or before the Deliberative Session at which the default budget is presented to voters.

The Default Budget may be amended by the Town Council based on relevant new information at any time before ballots are printed.

E. Voters at the official ballot session shall follow the procedures set forth in State Law including all requirements pertaining to absentee voting, polling place, and polling hours.

F. Votes taken on the official ballot shall be subject to recount as set forth in State Law.

G. Votes taken on bonds or notes at the official ballot session shall not be reconsidered, except by warrant article at a subsequent annual or special meeting.

H. The warrant for any special meeting shall prescribe the date, place, and hour for both a deliberative session and official ballot session, if required. The deliberative and official ballot sessions shall conform to state Statutes and applicable provisions of this Charter.

ARTICLE 5 - Finance (Cont'd)

Section 5.5. Capital Improvements Plan

A. Capital ~~Planning~~ *Improvements Program* Committee ***(Revised - TM 4/14/98, 3/08/05 Article No. 101)***

In accordance with RSA 674:5, there is established a Capital ~~Planning~~ ***Improvements Program*** Committee consisting of an odd number of ***voting*** members and comprised as follows:

1. One (1) member named and appointed by and from the Town Council;
2. One (1) member named and ~~appointed~~ ***nominated*** by and from the School Board;
3. One (1) member named and ~~appointed~~ ***nominated*** by and from the Budget Committee;
4. ~~One (1)~~ ***Two (2)*** member***s*** named and ~~appointed~~ ***nominated*** by and from the Planning Board;

Pursuant to RSA 674:5, the Town Council is required to approve nominations to the Committee; should the nominating body fail to nominate a member within thirty (30) days of a vacancy or expiration of a term, the Council shall appoint an individual knowledgeable in that particular field.

The following staff members shall provide on-going support to the Committee's efforts as determined and required by the Committee: (Other staff shall provide information and support to the process as requested by the Planning Board.)

1. The ***Town's Chief Financial Officer*** ~~Town Finance Director~~
2. The School ~~District Business Administrator~~ ***'s Chief Financial Officer***
3. The Town Planner

B. The Capital ~~Planning~~ ***Improvements Program*** Committee shall meet not less than ~~twelve (12)~~ six times per year ***to fulfill its charge as set forth by RSA 674:5-8, the provisions of this Section and as directed by the Planning Board.*** ~~and~~ ***The Committee*** shall ***review the recommendations of the Master Plan and*** prepare a Capital Improvements Plan, which Plan shall consist of:

1. A list ***and recommended prioritization*** of all capital improvements, including major replacements which are proposed to be undertaken ~~during the~~ ***over a period of at least the*** next six (6) fiscal years, including, but not limited to; equipment, sewer and water mains or facilities, roads, sidewalks, bicycle paths or lanes, public open spaces, recreation lands, school buildings, new police and/or fire stations and other public facilities and major items of equipment, with appropriate supporting information at the necessity for such improvements. ***Capital Improvements shall be further defined as community improvements which are typically required to provide a public benefit or purpose.***

2. Cost estimates, methods of financing, and recommended time schedule for each such improvement; and

3. The estimated annual costs of operating and maintaining the facilities to be replaced, constructed, or acquired.

C. The Capital ~~Planning~~ ***Improvements Program*** Committee shall submit a Capital Improvements Plan to the ***Planning Board, which shall hold a public hearing on the proposed Plan. After the public hearing, the Planning Board shall finalize its recommendations, adopt a plan and forward the plan to the*** Council and the School Board for consideration and action as the Council ***and School Board*** shall direct.

D. ~~The Capital Improvement Plan (CIP) prepared and submitted by the Capital Planning Committee shall be, in addition to and not be deemed in derogation of, the Capital Improvements Program prepared by the Planning Board pursuant to statute~~.

Section 5.6. Lapse of Appropriations

All appropriations shall lapse at the end of the fiscal year and any unexpended portion thereof shall not be expended without further appropriation, except as provided in RSA 32:7 as the same may be amended from time to time.

Chapter I - Town Charter (Cont'd)

Section 5.7. Treasurer

There shall be a Town Treasurer (hereinafter called "Treasurer") who shall have all the powers and duties granted by this Charter and State Law. The Treasurer shall be elected on an at-large basis to a term of three (3) years at the Town Election. Vacancies in the office of Treasurer shall be filled pursuant to State Law.

Section 5.8. Advisory Budget Committee

There shall be an Advisory Budget Committee elected on an at-large basis to staggered three (3) year terms**,** to consist of seven (7) members.

ARTICLE 6 - Conduct of Officials

Section 6.1. Conditions for Holding Office

A. Any person while holding a town office, convicted of a Class A Felony in New Hampshire or its equivalent under the law of any other state or federal law shall forfeit such office.

B. No employee of the town shall be eligible to serve as a Councilor.

C. Any person elected to a town office, or trusteeship while presently holding membership in another such Town office, board, commission, or trusteeship shall immediately forfeit that office held prior to such election.

D. Except as otherwise provided by this Charter, no department head nor regular employee of the town shall be appointed to a town office, board, or commission.

E. The Zoning Board of Adjustment shall not have any members who also serve on the Planning Board, Conservation Commission or Historic District Commission.

Section 6.2. Conflicts of Interest

A. Any elected or appointed officer or employee of the Town who has a financial interest, direct or indirect, in any planned or existing contract, job, work or service to be performed for the Town or voluntary sale to the Town of any land, materials, supplies, equipment or other property shall make full disclosure of such interest to the Council and Manager prior to the Town's deliberating on any such matter or transaction.

B. The person so financially interested in such matters or transactions shall not vote or advise on or otherwise participate in the Town's and Council's consideration of such matter or transaction.

Section 6.3. Disqualification from Decision Making Process

A. No elected or appointed officer or employee of the Town shall take part in a decision concerning the business of the Town in which that officer or employee or a member of his/her family, directly or indirectly, has a financial or other gainful interest which may affect his/her vote in favor of or against that business, aside from his/her salary as such officer or employee, greater than any other citizen or taxpayer.

ARTICLE 6 - Conduct of Officials (Cont'd)

Section 6.3. Disqualification from Decision Making Process (Cont'd)

B. For the purposes of this section, the word "family" shall mean and individual's lineal ascendants, lineal descendants, siblings and offspring an individual's spouse, the spouse's lineal ascendants, lineal descendants, siblings and offspring.

Section 6.4. Private use of Town Property and Personnel

No elected or appointed officer or employee shall devote any Town property or labor to private use except as may be provided by authority of the Council.

Section 6.5. Acceptance of Gifts and Gratuities

No elected or appointed officer or employee of the Town shall solicit or accept any gift or gratuity which could, in any manner, be construed to affect or influence the performance of his official duties.

Section 6.6. Disposition of Fees

No elected or appointed officer or employee of the Town shall collect any fees, salaries or other payments in connection with official duties for personal use, except as provided for by ordinance or State Law.

Section 6.7. Misuse of Information.

No elected or appointed officer or employee of the Town shall utilize or dispense information gained through said office or employment for personal profit or another's personal profit.

ARTICLE 7 - Citizen Concerns, Initiative Petition, Referendum, Recall

Section 7.1. Initiative Petitions

A. The registered voters of the Town shall have the power to propose ordinances to the Council.

B. The Council shall hold a public hearing and act, by taking a vote, on the merits of every initiative petition which concerns a matter in which the Town is empowered to act. The petition shall be addressed to the Council, shall contain a request for passage of a particular measure set forth in the petition and shall be signed by not less than one percent (1%) of the registered voters.

The initiative petition shall include the personal signature and legible name and address of each registered voter and shall be filed with the Clerk as one instrument of endorsement. The Clerk shall verify the number of registered voters signing the petition and shall attach thereto a certificate showing the result of such examination. Within seven (7) days, the Clerk shall transmit the petition and certificate to the Council and shall send a copy of the certificate to the first signer of the petition.

The petition shall be considered valid following certification unless written objection regarding the number of signatures certified is made by a voter no more than seven (7) days after the certificate has been issued. The validity of any such objection shall be determined by the Council.

C. The Council shall hold a public hearing within 30 days of the date of certification of any measure proposed in any petition signed by one percent (1%) of the registered voters, unless a question of its legality is raised by a member of the Council. If a question of legality is raised by any councilor, the measure shall be referred to a Town attorney for review. If the measure proposed may be lawfully passed by the Council, the public hearing shall be scheduled within 30 days of the date of the attorney's opinion. If the measure may not be lawfully passed by the Council, it shall be returned to the petitioners with an explanation.
The Clerk shall mail notice of the hearing to ten (10) petitioners whose names appear first on each petition at least seven (7) days prior to the hearing. Notice by publication of a summary of contents of the petition at least seven (7) days prior to all such hearings shall also be made, and shall be at public expense. Hearings on two or more petitions filed under this section and addressing different substantive issues may be held at the same place and time. No hearing shall be held upon more than one petition containing the same subject matter in any given twelve (12) month period.

ARTICLE 7 - Citizen Concerns, Initiative Petition, Referendum, Recall (Cont'd)

Section 7.1. Initiative Petitions (Cont'd)

D. Following the public hearing, the Council may:

1. pass said measure without alteration
2. deny said measure and refer petitioners to procedures referenced in Section 7.2.

Section 7.2. Referendum Petitions

A. The registered voters of the Town shall have the power to require reconsideration by the Council of any adopted ordinance.

B. Referendum Petitions must be filed with the Town Clerk within thirty (30) days after action by the Council on any measure or any part thereof sought to be reconsidered. Referendum petitions must be signed by at least five percent (5%) of the registered voters of the Town. The procedures of Section 7.1. shall apply to referendum petitions.

C. When a referendum petition is filed with the Clerk, the measure or part thereof sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:
1. there is a final determination of insufficiency of the petition, or
2. the filers of the petition withdraw it.

D. When a referendum petition has been finally determined sufficient, the Council shall submit the referred measure or part thereof protested to the voters of the Town at a special election to be held on a date fixed by the Council. Such special election shall be held no less than thirty (30) nor more than ninety (90) days after the date of the certificate heretofore mentioned; provided that if any election is to occur within one hundred twenty (120) days after the date of said certificate, the Council may, at its discretion, omit the calling of a special election and submit the referred measure or part thereof to the voters at such approaching election.

The ballot used when voting upon a proposed measure Under this section shall state the nature of the referred measure or part thereof protested in terms sufficient to show its substance.

E. Notwithstanding any other provisions of this Charter, this Article shall not apply to Article 5 of this Charter of any actions taken pursuant thereto.

ARTICLE 7 - Citizen Concerns, Initiative Petition, Referendum, Recall (Cont'd)

Section 7.3. Petitions and Budgetary Town Meeting

Notwithstanding the provisions of Section 7.1., the voters of the Town shall retain the rights and privileges set forth in RSA 39:3.

Section 7.4. Submission of Proposed Measure to Voters

The Council of its own motion may submit any measure or proposition for repeal or amendment of a measure to the voters at any regular or special town election.

Section 7.5. Measures with Conflicting Provisions

If two or more proposed measures passed at the same election contain conflicting provisions, only the one receiving the greater number of affirmative votes shall take effect.

Section 7.6. Recall of Officeholders

Any individual elected official who has completed at least six months of his term of office or has more than six months of his term remaining may be recalled therefrom by the voters as follows:

A. Ten percent (10%) of the registered voters of the Town may file a request for a recall petition with the Clerk. This request shall include the name of the officer and the grounds for which the recall is sought together with the signature and a legible name and address of each voter.

B. The Clerk shall verify the names of the voters and promptly issue blank petitions for recall. Each petition shall be addressed to the Council, be dated, include the rounds for recall as stated in the request, the name of the voter to whom it is issued, the signature of the Clerk, and the Town Seal. The recall petitions bearing the signatures and legible names and addresses of at least twenty five percent (25%) of the registered voters of the Town shall be returned to the Clerk within twenty (20) days. The Clerk shall promptly certify the number of voters who signed the petitions.

C. If the petitions are certified to be sufficient by the Town Clerk, the Clerk shall submit them to the Council together with the Clerk's certification. The Council shall forthwith give written notice of the petition and certification to the officer whose recall is sought. If this officer does not resign within five days after delivery of this notice, the Council shall order a recall election to be held no less than thirty (30) days nor more than sixty (60) days after the date the Clerk certified the petitions. If, however, any other town election is scheduled within ninety (90) days of the date of the certification, the Council shall hold the recall election on the same date as the other town election.

ARTICLE 7 - Citizen Concerns, Initiative Petition, Referendum, Recall (Cont'd)

Section 7.6. Recall of Officeholders

C. (Cont'd)

The filing of candidates and the conduct of the election shall be in accordance with the provisions of this Charter and the election laws of the State of New Hampshire.

D. The proposition on the ballot shall be "For the recall of" or "Against the recall of (name of .....officer)."

E. If the incumbent is not recalled he/she shall continue in office for the remainder of his/her unexpired term and may not again during that term be subject to recall. If he/she is recalled he/she shall be deemed removed from office on the day after the certification of the recall election and the vacancy filled as provided by this Charter.

F. A separate recall petition shall be required for each elected official who is the subject of a recall; and, each said official's recall shall be voted on as a separate question at the recall election.

ARTICLE 8 - General Provisions

Section 8.1. Certificate of Election and Appointment

Except as otherwise provided by law, before performing any act under this election or appointment, each person elected shall take and subscribe to an oath to qualify him to enter upon the duties of office. A record of the taking of such oath shall be made by the Clerk. Any oath required by this section may be administered by any officer authorized by law to administer oaths.

Section 8.2. Term Commencement, Notice of Election or Appointment.

A. Written notice of the election or appointment to any Town office or board shall be mailed to the individual involved by the Manager, within three (3) clear days after the appointment is made or the results of any vote are certified by the Board of Election Officers to the Council.

B. Unless otherwise set forth in this Charter all elected officials in the Town shall take office within 10 days following their election and shall hold office until their successors are elected and qualified.

Section 8.3. Specific Provisions to Prevail

To the extent that any specific provision contained in this Charter conflicts with any provision expressed in general terms the specific provision shall prevail.

Section 8.4. Severability

The sections of this Charter and the parts hereof are separable. If any portion or section of this Charter or the application thereof to any person or circumstance shall be held invalid by a court or competent jurisdiction, the remainder of the Charter shall not be affected thereby. If a clause, portion of or section of this Charter is so held invalid, then the applicable provisions of State Law, if any shall govern.

Section 8.5. Authentication of Charter

A. Upon adoption, the official Charter, duly authenticated by affixing the signatures of all members of the Charter Commission and the Board of Selectmen, the Clerk and affixing the Town Seal, shall be filed with the Clerk and remain in the Clerk's office as the official Charter of the Town of Londonderry. At its first meeting, the Council shall affirm the validity of the Town Charter.

ARTICLE 8 - General Provisions (Cont'd)

Section 8.6. Charter Amendments

A. Amendments to this Charter may be initiated either by the Council or by initiative petition, public hearing, and voter election pursuant to State Law.

B. All amendments to this Charter shall be authenticated by the Council and shall be filed with and remain a part of the official Charter

Section 8.7 Violations and Penalties

All willful violations of provisions of this Charter, unless otherwise provided, are hereby declared to be misdemeanors, and all such violations and all violations of town ordinances for which no other punishment is provided shall be punishable by a fine in accord with state statutes.

Section 8.8. Rules and Regulations

A copy of all rules and regulations adopted by any Town agency, board, commission or individual shall be filed in the office of the Clerk and made available for review by any person who requests such information.

Section 8.9. Reorganization Plans

Except for those agencies established by this Charter or as otherwise prohibited by State Law, the Council may reorganize, consolidate, or abolish any existing Town agency in whole or in part; establish new Town agencies and prescribe the functions of any Town agencies; provided that such action shall not eliminate the statutory duties of Town officials.

Section 8.10. Proposed Reorganization Plans by the Manager

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.

ARTICLE 8 - General Provisions (Cont'd)

Section 8.11. Indemnification of Town Officers, Board Members, and Employees

The Town shall undertake to indemnify and save harmless all its officers, officials, volunteers, boards, commissions and employees from personal loss and expense. Expenses may include reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of negligent acts or omissions if the indemnified person was acting in the scope of his office or employment and in good faith in accord with the provisions of State Law.

Section 8.12. Prohibition

A. No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to, any Town position or appointed Town administrative office because of age, race, sex, political or religious opinions or affiliations.

B. No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment.

C. No person who seeks appointment or promotion with respect to any Town position or appointed Town administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person for or in connection with his test, appointment, proposed appointment, promotion or proposed promotion.

D. No person who runs for Town office shall orally, by letter, or otherwise, solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose whatever from any person holding any compensated appointed Town position.

Section 8.13. Procedures

A. Meetings

All properly constituted authorities, boards, commissions, committees or other municipal bodies (hereafter called committees) of the Town whether elected or appointed or otherwise constituted, shall meet regularly at such times and public places within the Town as they may prescribe. Except in emergencies, special meetings of these committees shall be held on the call of the respective chair or by one-third of the members thereof by written notice delivered to the residence or place of business of each member at least forty-eight (48) hours in advance of the time set.

Chapter I - Town Charter (Cont'd)

ARTICLE 8 - General Provisions (Cont'd)

Section 8.13 Procedures (Cont'd)

A copy of the said notice shall also be posted on the Town bulletin board (s). Except in cases of emergency otherwise authorized by the State Law, all meetings of these committees shall be open and public; however, these committees may meet in a closed or executive session as permitted by State Law, as amended.

B. Committee Organization

Each committee shall determine its own rules and order of business unless otherwise provided by the Charter or by law. The agenda and minutes shall be kept as required by State Law, as amended. A chair and secretary shall be elected annually in accord with the committee's rules of procedure.

C. Quorum

A majority of the members of a committee shall constitute a quorum, but a smaller number may adjourn from time to time until a quorum is achieved. No other action taken by a number of members smaller than the quorum shall be valid or binding.

D. Council

The provisions of Section 8.13 shall not apply to the Council to the extent that they are inconsistent with other provisions of this Charter.

Section 8.14. Land Use Ordinances

All land use regulations and ordinances, including the adoption of the zoning ordinances and amendments by referendum, must be adopted pursuant to State Law.

ARTICLE 9 - Administrative and Judicial Boards

Section 9.1. Administrative Committees, Boards and Commissions

A. Planning Board ***(Revised - TM - 4/14/98)***

There shall be a Planning Board, whose powers and duties are provided by State Law. The Planning Board shall consist of nine (9) members, of whom six (6) are appointed and three (3) are ex officio. The six (6) appointed members shall be appointed by the Council for terms of three (3) years, except that initial appointments shall be staggered so that no more that two (2) appointed members shall have terms that expire in a single year. The three (3) ex-officio members shall consist of the Manager, ***or his/her designee,*** an administrative officer of the Town designated by the Manager, and a Councilor designated by the Council for a one year term. There shall also be three (3) alternate appointed members appointed in the same way as regular appointed members, except no more than one alternate appointed member's term shall expire in a single year.

B. Conservation Commission

There shall be a Conservation Commission consisting of seven (7) members as provided by state statute. Seven (7) of these members shall be appointed by the Council for terms of three (3) years, such terms to be staggered.

C. Other Administrative Committees

Other administrative boards and committees may be established as necessary by the Council.

Section 9.2. Judicial Board

There shall be a Zoning Board of Adjustment appointed by the Council, consisting of five (5) members each serving a three (3) year term and three (3) alternates each serving a three (3) year term. Such terms shall be staggered. The Zoning Board of Adjustment shall have all the powers granted to such boards under State Law.

Section 9.3. Vacancies in Elected Office

Unless otherwise specified in this Charter, or as otherwise provided by State Law, in the event of a vacancy in an elected office, board or commission of the Town, the Council shall fill that vacancy by appointment, such appointment to continue until the next Town election.

ARTICLE 9 - Administrative and Judicial Boards (Cont'd)

Section 9.4. Vacancies in Appointed Offices

Unless otherwise specified in this Charter or as otherwise provided by State Law, in the event of a vacancy in an appointed office, board or commission, the Council shall fill that vacancy for the balance of the unexpired term.

Section 9.5. Committee Review

At least annually, and more often if town affairs require, the Council shall meet with the chairs of all town committees to review significant actions taken by the committees, projects currently under discussion, and anticipated activity for the coming year.

ARTICLE 10 - Transitional Provisions

Section 10.1. Continuation of Government

All members of Town agencies, except for those abolished by this Charter, shall continue to perform their duties until reappointed, reelected, or until successors to their respective positions are duly appointed or elected or their duties have been transferred. The Council shall take whatever measures are necessary to effectuate an orderly transition and shall take whatever actions are necessary to enable such transitions in office to comply with the provisions of this Charter.

Section 10.2. Continuation and Compensation of Personnel

A. Until expressly changed after the effective date of this Charter, the compensation of all officers, department heads and employees of the Town shall be the same as that in effect on July 1, 1996.

B. Any person holding an office or position in the administrative service of the Town, or any person serving in the employment of the Town shall retain such office or position and shall continue to perform his duties until provisions shall have been made in accordance with the Charter for the performance of the said duties by another person or agency; provided, however, that no person in the permanent full-time service or employment of the Town shall forfeit his pay grade or time in service. All such persons shall be retained in a capacity as similar to their former capacity as is practical.

Section 10.3. Transfer of Records and Property

All records, property, and equipment of any Town agency, the powers and duties of which are assigned in whole or part to another Town agency, shall be transferred forthwith to the Town agency to which such powers and duties are assigned.

Section 10.4. Effect on Obligations, Taxes and Other Legal Acts

All official bonds, recognizance, obligations, contracts and other instruments entered into or executed by or to the Town before its adoption of the Charter; all taxes, special assessments, fines, penalties, forfeitures incurred or imposed, due or owing to the Town, shall be enforced and collected, and all writs, prosecutions, actions and causes of action, except as herein otherwise provided, shall continue without abatement and remain unaffected by the Charter; and no legal act done by or in favor of the Town shall be rendered invalid by the adoption of the Charter.

ARTICLE 10 - Transitional Provisions (Cont'd)

Section 10.5. Effective Date and Interim Budget

A. This Charter shall take effect July, 1, 1996. Prior to that date, the Selectmen shall prepare for the transition to the new form of government.

Section 10.6. Abolition of Elected Boards and Officials.

The following Town agencies shall be abolished effective on the dates listed herein:

A. The Board of Selectmen, June 30, 1996.

B. Sewer Commission, June 30, 1996.

C. Elected Town Auditors, June 30, 1996.

Section 10.7. Council, Town Clerk-Tax Collector and Moderator

A. Those Selectmen whose terms have not expired as of June 30, 1996 shall continue in office as Councilors until the expiration of their terms and until their successors are elected and qualified.

B. The persons holding the following offices as of June 30, 1996 shall continue in those offices until the expiration of their terms and their successors are elected and qualified: Moderator, Treasurer, Clerk-Tax Collector, Supervisors of the Checklist and Trustees of the Trust Fund.

Section 10.8. Other Committees ***Revised*** *- TM 3/11/03 to Delete "A" and rename "B" to "A")*

A. A person presently serving in an office or position, who would be prohibited from holding that office or position by any provision of this Charter, may resign said position or office, or shall continue in said office or position until the expiration of his/her term.

Section 10.9. First Election

All election officers holding office prior to and at the time of the first election held under this Charter shall conduct such election and shall have all the powers granted to them under State Law for such purposes and shall have all the powers that are granted to their successors under this Charter which are necessary to conduct properly such first election.

~~End of Chapter~~



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

CHARTER CHANGES ADOPTED

DESCRIPTION	TOWN COUNCIL ADOPTED	TOWN MEETING APPROVED
Amendment to Section 3.5c	01/26/1998	**04/14/1998** Article 101
Amendment to Section 5.4	02/09/1998	**04/14/1998** Article 102
Amendment to Section 5.5a	02/26/1998	**04/14/1998** Article 103
Amendment to Section 9.1a	01/26/1998	**04/14/1998** Article 104
Amendment to Section 3.4	02/07/2000	**03/14/2000** Article 101
Amendment to Sections 3.1a and 3.1b	12/02/2002	**03/11/2003** Article 101
Amendment deleting Secction 10.8a	12/02/2002	**03/11/2003** Article 102
Amendment to Section 5.4e	01/12/2004	**03/09/2004** Article 101
Amendment to Section 3.3d	01/12/2004	**03/09/2004** Article 102
Amendment to Section 5.5	12/20/2004	**03/08/2005** Article 101
Amendment to Sections 5.3 and 5.4b-i	11/15/2010	**03/08/2011** Article 2
Amendment to Section 5.4d	12/23/2019	**03/10/2020** Article 2
Amendment deleting Section 3.11, Section 8.5, and Article 10	01/12/2026	**03/10/2026** Article 2
Amendment to Charter Taxonomy	01/12/2026	**03/10/2026** Article 3

CHAPTER 1 – TOWN CHARTER

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PREAMBLE

The inhabitants of the Town of Londonderry shall continue to be a body politic and corporate under the name of the "Town of Londonderry" and as such to enjoy all the rights, immunities, powers and privileges and be subject to all the duties and liabilities now appertaining to or incumbent upon them as a municipal corporation. All existing property of the Town shall remain vested in it, and all its existing debts and obligations shall remain obligatory upon it under this Charter.

Article I POWERS OF THE TOWN

§1.01 Powers of the Town

The administration of the fiscal, prudential, municipal and other affairs of the Town, with the governance thereof, shall be vested in a Town Council, shall be directed by a Town Manager, and shall consist of the various departments of the Town as established by this Charter and from time to time by the Town Council. Except as expressly authorized by this Charter, no Councilor shall participate in the conduct of the administrative affairs of the Town.

§1.02 Construction

The powers of the municipality under this Charter are to be construed liberally in favor of the Town, and the specific mention of particular powers is not intended to limit in any way the general powers of the municipality as stated in the Preamble.

§1.03 Intergovernmental Relations

Subject only to express limitations in the provisions of the New Hampshire Statutes, the Town may exercise any of its powers or perform any of its functions under this Charter and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with the State of New Hampshire, or any political subdivision or agency thereof, or the United States of America or any agency thereof.

Article II TOWN COUNCIL

§2.01 General Powers and Duties

(a) **Powers.** Except as herein otherwise provided, the Council shall have all the powers conferred upon and discharge all the duties imposed upon town councils, town meetings, boards of mayor and aldermen, and selectmen of towns by law, except the adoption of a town budget, which prerogative is vested in the budgetary Town meeting. All officers and members of all boards, commissions and committees, and vacancies thereto shall be appointed by the Council from among Town residents except unless otherwise provided by this Charter. Except as otherwise prohibited by law or this Charter, the powers of the Council may be exercised in a manner determined by it. The Council shall act in all matters as a body.

(b) **Delegation of Powers.** The Council may delegate to one or more Town agencies the powers vested in the Council by this Charter and State and Federal Law to grant and issue licenses and permits, and may regulate the granting and issuing of licenses and permits by any such Town agency, and may in its discretion, rescind any such delegation without prejudice to any prior action which has been taken.

§2.02 **Eligibility, Terms, and Composition**

(a) **Eligibility.** Only registered voters who at all times during the term of office are and remain residents of the Town shall be eligible to hold the office of Councilor. To be eligible for election to the office of Councilor a candidate must be of voting age and must have been a resident of the Town for at least thirty (30) days immediately before filing for the election.

(b) **Terms.** The Councilors shall be elected from the Town at large for a three (3) year term of office with staggered terms. All Councilors shall take office following their election and after being duly sworn at the conclusion of the budgetary Town Meeting, and shall hold office until their successors are duly elected and qualified.

(c) **Composition.** Except as otherwise provided in this Charter, all of the powers of the Town shall be vested in a Town Council (hereafter referred to as the "Council"), of five (5) Councilors.

§2.03 (reserved)

§2.04 **Compensation, Expenses**

The Council shall establish an annual salary and expense allowance for its members, subject to the following:

(a) No Increase in such salary or expense allowance shall be effective unless it shall have been adopted by a majority vote of all the members of the Council;

(b) The new salary and expense schedule shall be included in the next Town budget process and shall take effect in the fiscal period to which that budget applies.

§2.05 **Relationship to Town Manager**

The chief administrative officer of the Town shall be the Town Manager (hereinafter called the "Manager"). The Manager shall serve at the pleasure of the Council.

§2.06 **Prohibitions**

(a) **Holding Other Office.** No Councilor shall, while serving a term, be eligible to hold any other Town position of remuneration nor shall the Councilor transact any business with the Town except pursuant to Article VIII of this Charter. Except as otherwise provided in this Charter, members of the Council shall not hold any office or employment with the Town. Former members of the Council shall not be eligible for appointment as a compensated Town officer or employee until one year after the expiration of their service.

(b) **Appointments and Removals.** Except as expressly provided elsewhere in this Charter, neither the Council nor any of its members shall direct or request the appointment of any person to office or employment; or direct the removal, suspension, discipline, adjustment in pay, benefits, or working conditions of any employee by the Manager or of any of the Town department heads.

(c) **Interference with Administration.** No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees, either publicly or privately. Nothing contained in this section shall prohibit the Council from meeting with the Manager to discuss the operation or conduct of any department head or employee and to recommend an investigation and report by the Manager of any complaint. Any violation of the provisions of this section by a Councilor shall constitute grounds for forfeiture of office under the provisions of §2.07(b).

§2.07 **Vacancies; Forfeiture of Office; Filling of Vacancies**

(a) (reserved)

(b) **Forfeiture of Office.** The Council may, on specific charges and after due notice and hearing, at any time remove one of its own members for cause, including but not limited to prolonged absence from or other inattention to duties, crime or misconduct in office, or as specified in this Charter.

(c) **Filling of Vacancies.** Vacancies occurring in the office of Councilor at any time shall be filled, by appointment, until the next regular election, by the Council at its next regular meeting by majority vote of the Councilors, provided, however, that, if the vacancy occurs fewer than ninety (90) days prior to the next regular election, the vacancy shall not be filled by appointment, but shall be filled at the next regular election.

§2.08 (reserved)

§2.09 (reserved)

§2.10 **Investigations**

The Council by majority vote may require of any appointed Town official, department head or employee, official appointed or confirmed by the Council, or member of an appointed Town board or commission to appear before it, and give such information as it may require in relation to this office, its function, and performance. The Council shall give at least forty-eight (48) hours written notice of the general scope of the inquiry which is to be made to any person it shall require to appear before it under this section. The Council may make investigation into the affairs of the Town and into the conduct of any Town agency or department, and for this purpose may administer oaths and require the production of evidence.

§2.11 **Independent Audit**

The Town shall engage an independent Certified Public Accounting firm to perform an annual financial audit in accordance with current General Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) regulations and other applicable accounting standards.

§2.12 **Procedure**

(a) **Organizational Meeting.** The Councilors so chosen shall meet in their capacity as the Council within ten (10) calendar days following their election for the purpose of taking their respective oaths of office, adopting rules and for the transaction of business required by law or ordinance to be transacted in such meeting.

(b) **Election of Officers.** The Council shall, by the affirmative vote of at least three (3) of its members, at its first regular meeting following each election, choose one of its members Chair for a term of one (1) year. The Council shall choose one of its members Vice Chair, for a term of one (1) year, who shall act in the absence or disability of the Chair. In the event of a vacancy occurring in the office of Chair, the Vice Chair shall serve out the unexpired term. The Chair shall be the official head of the Town for all ceremonial purposes, shall preside at all meetings of the Council and may speak and vote at such meetings.

(c) **Meetings.** All meetings of the Council shall be public to the extent required by State Law. Regular meetings shall be held at such time, date and place as the Council shall by ordinance or resolution direct. Special meetings may be called by the Chair. Special meetings also may be called at the written request of the Manager or at least three (3) Councilors, and upon such request the Chair of the Council shall call such special meeting.

Written notice of said meeting shall be delivered to each Councilor at least twenty-four (24) hours prior to the call of the meeting, excluding Sundays and legal holidays. The method of delivery of notice for special meetings shall be by established Council rule.

An emergency meeting may be called by the Chair when immediate undelayed action is deemed to be imperative by the Chair, who shall employ whatever means are reasonably available to inform the public and all council members that an emergency meeting is to be held.

(d) **Rules and Journal.** The Council shall establish rules for its proceedings voting shall be duly recorded.

(e) **Voting.** All votes shall be recorded by roll call except votes on procedural matters. A quorum of the Council for the transaction of any business shall be three (3) of the members currently in office. However a smaller number may adjourn the meeting to another time or date.

(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.

(d) (reserved)

§2.15 **Emergency Ordinances**

Notwithstanding other provisions of this Charter to meet a public emergency affecting life, health, property or the public peace, the Council may adopt one or more emergency ordinances, but such ordinances may not levy taxes, grant, renew or extend a franchise, regulate the rate charged by a public utility for its services or authorize the borrowing of money, except as provided in §5.07(b) of this Charter. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but two-thirds majority vote of the councilors present shall be required for adoption.

After its adoption the ordinance shall be published and printed as prescribed for other adopted ordinances. It shall become effective upon adoption. Every emergency ordinance, except one made pursuant to §2.17(b) of this Charter, shall automatically stand repealed as of the sixty first (61st) day following the date on which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

§2.16 (reserved)

§2.17 **Authentication and Recording; Codification; Printing of Ordinances and Resolutions**

(a) **Authentication and Recording.** All ordinances, including any amendments thereto, shall be recorded in full, uniformly and permanently, by the Clerk, and each ordinance so recorded shall be authenticated by affixing the signatures of the Council Chair and the Clerk and the Town Seal, and kept on file in the office of the Clerk. The Clerk shall be responsible for the systematic indexing, printing, publication and maintenance of the ordinances of the Town. Copies of all ordinances shall be available to the public, and the Clerk may charge a fee to defray the printing costs.

(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.

§4.02 **Personnel System**

Manager shall set rules and regulations and establish a system of personnel administration known as the "Personnel Plan". The Personnel Plan shall include provisions with regard to classification, compensation, selection, training, promotion, grievances, discipline, vacations, retirement and any other matters necessary to the maintenance of efficient service and proper working conditions.

§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.

§4.04 **Land Use, Development, and Environmental Planning**

(a) **Ordinances.** All land use regulations and ordinances, including the adoption of the zoning ordinances and amendments by referendum, must be adopted pursuant to State Law.

(b) **Planning Board.** There shall be a Planning Board, whose powers and duties are provided by State Law. The Planning Board shall consist of nine (9) members, of whom six (6) are appointed and three (3) are ex officio. The six (6) appointed members shall be appointed by the Council for terms of three (3) years, except that initial appointments shall be staggered so that no more that two (2) appointed members shall have terms that expire in a single year. The three (3) ex officio members shall consist of the Manager, or his/her designee, an administrative officer of the Town designated by the Manager, and a Councilor designated by the Council for a one year term. There shall also be three (3) alternate appointed members appointed in the same way as regular appointed members, except no more than one alternate appointed member's term shall expire in a single year.

(c) **Conservation Commission.** There shall be a Conservation Commission consisting of seven (7) members as provided by state statute. Seven (7) of these members shall be appointed by the Council for terms of three (3) years, such terms to be staggered.

(d) **Judicial Board.** There shall be a Zoning Board of Adjustment appointed by the Council, consisting of five (5) members each serving a three (3) year term and three (3) alternates each serving a three (3) year term. Such terms shall be staggered. The Zoning Board of Adjustment shall have all the powers granted to such boards under State Law.

§4.05 **Other Administrative Committees**

Other administrative boards and committees may be established as necessary by the Council.

§4.06 **Boards, Committees, and Commissions**

(a) **Organization.** Each committee shall determine its own rules and order of business unless otherwise provided by the Charter or by law. The agenda and minutes shall be kept as required by State Law, as amended. A chair and secretary shall be elected annually in accord with the committee's rules of procedure.

(b) **Meetings and Notice.** All properly constituted authorities, boards, commissions, committees or other municipal bodies (hereafter called committees) of the Town whether elected or appointed or otherwise constituted, shall meet regularly at such times and public places within the Town as they may prescribe. Except in emergencies, special meetings of these committees shall be held on the call of the respective chair or by one-third of the members thereof by written notice delivered to the residence or place of business of each member at least forty-eight (48) hours in advance of the time set. A copy of the said notice shall also be posted on the Town bulletin board(s). Except in cases of emergency otherwise authorized by the State Law, all meetings of these committees shall be open and public; however, these committees may meet in a closed or executive session as permitted by State Law, as amended.

(c) **Quorum.** A majority of the members of a committee shall constitute a quorum, but a smaller number may adjourn from time to time until a quorum is achieved. No other action taken by a number of members smaller than the quorum shall be valid or binding.

(d) **Vacancies.** Except as expressly prohibited by State Law, the Council shall adopt rules of attendance and forfeiture of office for all Town appointed boards and commissions. Unless otherwise specified in this Charter or as otherwise provided by State Law, in the event of a vacancy in an appointed office, board or commission, the Council shall fill that vacancy for the balance of the unexpired term.

(e) **Committee Review.** At least annually, and more often if town affairs require, the Council shall meet with the chairs of all town committees to review significant actions taken by the committees, projects currently under discussion, and anticipated activity for the coming year.

(f) **Record Keeping.** A copy of all rules and regulations adopted by any Town agency, board, commission or individual shall be filed in the office of the Clerk and made available for review by any person who requests such information.

(g) **Effect on Council.** The provisions of §4.06 shall not apply to the Council to the extent that they are inconsistent with other provisions of this Charter.

§4.07 Reorganization Plans

Except for those agencies established by this Charter or as otherwise prohibited by State Law, the Council may reorganize, consolidate, or abolish any existing Town agency in whole or in part; establish new Town agencies and prescribe the functions of any Town agencies; provided that such action shall not eliminate the statutory duties of Town officials.

Article V FINANCIAL MANAGEMENT

§5.01 Fiscal Year

The fiscal and budget year of the Town shall begin on the first (1st) day of July and end on the thirtieth (30th) day of June.

§5.02 Submission of Budget and Budget Message

At such time as may be requested by the Manager or specified by the Administrative Code, each officer or director of a department shall submit an itemized estimate of the expenditures for the next fiscal year for the departments or activities under his control to the Manager. The Manager shall, based on these estimates and other data, prepare a recommended budget which shall, together with these department estimates, be submitted to the Council on such date as the Council shall establish. The Council shall review the budget for the following fiscal year and make such modifications and amendments as it desires.

§5.03 (reserved)

§5.04 (reserved)

§5.05 **Action on Budget**

(a) **Notice and Hearings.** The Council shall hold in convenient places as many public hearings on the budget as it deems necessary, but at least two public hearings on the budget shall be scheduled on dates consistent with those specified in the Municipal Budget Act before its final adoption by the Official Ballot Session of the Budgetary Town Meeting, held on the second Tuesday in March at such place, convenient to the public, as the Council shall direct. Notice of such public hearing, The Deliberative Session of the Budgetary Town Meeting and Official Ballot Session of the Budgetary Town Meeting, together with a copy of the budget as submitted, shall be posted in two public places. A copy of the budget shall be available to the public at the office of the Clerk during regular business hours. In addition, notice of such public hearing, The Deliberative Session of the Budgetary Town Meeting and Official Ballot Session of the Town Meeting shall be published in a newspaper of general circulation in the Town at least one week prior to said meeting by the Clerk.

(b) **Budgetary Town Meeting.** The warrant for the annual meeting shall prescribe the place, day and hour of the Deliberative and Official Ballot sessions of the Budgetary Town meeting, and notice shall be given in accordance with State Law.

(1) **Deliberative Session.** The Deliberative session of the annual meeting shall be held between the first and second Saturdays following the last Monday in January, inclusive of those Saturdays and consist of explanation, discussion, and debate of each warrant article. A vote to restrict reconsideration shall be deemed to prohibit any further action on the restricted article until the official ballot session. Warrant articles may be amended at the deliberative session, subject to the following limitations:

a) Warrant articles whose wording is prescribed by law shall not be amended.

b) Warrant articles that are amended shall be placed on the official ballot for a final vote on the main motion, as amended.

(2) **Preparation of the Ballot.** The clerk of the Town shall prepare an official ballot, which may be separate from the official ballot used to elect officers, for bonds or notes articles and all warrant articles to be voted on by official ballot. All votes of the Town Council and Advisory Budget Committee shall be recorded votes and the numerical tally of any such vote shall be printed in the town warrant next to the affected warrant article.

(3) **Official Ballot Session of the Annual Budgetary Town Meeting.** The official session of the annual meeting, which shall be for the election of officers, and to vote on bonds or notes articles, and all warrant articles from the deliberative session on official ballot shall be held on the second Tuesday in March. Bonds or notes shall require a 3/5 (or 60%) majority for passage. In addition to acting on warrant articles, voters shall choose between the proposed Operating Budget as may be amended during the Deliberative Session, and the Default Budget, which shall be calculated as described in §5.05(a)(3)(b) below. In the event that the proposed Operating Budget and Default Budget receive an equal number of votes, the Default Budget shall be considered approved.

a) "Operating Budget" means "budget" as defined in RSA 32:3, III exclusive of "special warrant articles" and exclusive of all other appropriations voted separately.

b) "Default Budget" means the amount calculated by starting with the amount of the appropriations contained in the operating budget authorized for the previous fiscal year, reduced and increased as the case may be by: 1) debt service, 2) contracts previously incurred, 3) salary and other related employee costs (benefits, taxes) previously incurred, and 4) other obligations previously incurred or mandated by law, and reduced by one-time expenditures contained in the operating budget. For the purposes of this paragraph, one-time expenditures shall be appropriations not likely to recur in the succeeding budget, as determined by the Town Council. Instead of being an actual budget, the "Default Budget" is the amount that will be raised if the proposed Operating Budget is defeated. If the Default Budget is adopted because of the defeat of the proposed Operating Budget, the amount raised and appropriated may be expended for any purpose contained in the defeated proposed Operating Budget. The total amount available for expenditure when operating under the Default Budget will not exceed the default amount plus the amount appropriated by separate and special warrant articles except as otherwise provided by laws such as, but not limited to, RSA 32:9-11. The Default Budget may be amended by the Town Council based on relevant new information at any time before ballots are printed.

c) For the purposes of this §5.05(a)(3)(b), "previously incurred" means on or before the Deliberative Session at which the default budget is presented to voters.

(4) **Voting at Official Ballot Session.** Voters at the official ballot session shall follow the procedures set forth in State Law including all requirements pertaining to absentee voting, polling place, and polling hours. Votes taken on the official ballot shall be subject to recount as set forth in State Law. Votes taken on bonds or notes at the official ballot session shall not be reconsidered, except by warrant article at a subsequent annual or special meeting.

(c) **Special Meetings.** The warrant for any special meeting shall prescribe the date, place, and hour for both a deliberative session and official ballot session, if required. The deliberative and official ballot sessions shall conform to state Statutes and applicable provisions of this Charter.

§5.06 (reserved)

§5.07 **Amendments after Adoption**

(a) (reserved)

(b) **Emergency Appropriations.** The Council may make emergency expenditures in accordance with the provisions of the Municipal Budget Law, RSA Chapter 32, as the same may be amended from time to time.

(c) (reserved)

(d) (reserved)

(e) **Lapse of Appropriations.** All appropriations shall lapse at the end of the fiscal year and any unexpended portion thereof shall not be expended without further appropriation, except as provided in RSA 32:7 as the same may be amended from time to time.

§5.08 (reserved)

§5.09 **Capital Program**

(a) **Capital Improvements Program Committee.**

(1) **Composition and Staffing.** In accordance with RSA 674:5, there is established a Capital Improvements Program Committee consisting of an odd number of voting members and comprised as follows:

- One (1) member named and appointed by and from the Town Council;
- One (1) member named and nominated by and from the School Board;
- One (1) member named and nominated by and from the Budget Committee;

- Two (2) members named and nominated by and from the Planning Board;

Pursuant to RSA 674:5, the Town Council is required to approve nominations to the Committee; should the nominating body fail to nominate a member within thirty (30) days of a vacancy or expiration of a term, the Council shall appoint an individual knowledgeable in that particular field.

The following staff members shall provide on-going support to the Committee's efforts as determined and required by the Committee: (Other staff shall provide information and support to the process as requested by the Planning Board.)

- The Town's Chief Financial Officer
- The School District's Chief Financial Officer
- The Town Planner

(2) **Procedure.** The Capital Planning Improvements Program Committee shall meet not less than six times per year to fulfill its charge as set forth by RSA 674:5-8, the provisions of this Section and as directed by the Planning Board. The Committee shall review the recommendations of the Master Plan and prepare a Capital Improvements Plan, which Plan shall consist of:

a) A list and recommended prioritization of all capital improvements, including major replacements which are proposed to be undertaken over a period of at least the next six (6) fiscal years, including, but not limited to; equipment, sewer and water mains or facilities, roads, sidewalks, bicycle paths or lanes, public open spaces, recreation lands, school buildings, new police and/or fire stations and other public facilities and major items of equipment, with appropriate supporting information at the necessity for such improvements. Capital Improvements shall be further defined as community improvements which are typically required to provide a public benefit or purpose**; and**

b) Cost estimates, methods of financing, and recommended time schedule for each such improvement; and

c) The estimated annual costs of operating and maintaining the facilities to be replaced, constructed, or acquired.

(3) **Submission of the Plan.** The Capital Improvements Program Committee shall submit a Capital Improvements Plan to the Planning Board, which shall hold a public hearing on the proposed Plan. After the public hearing, the Planning Board shall finalize its recommendations, adopt a plan and forward the plan to the Council and the School Board for consideration and action as the Council and School Board shall direct.

§5.10 **Town Action on Capital Program**

The Capital Improvements Program Committee shall submit a Capital Improvements Plan to the Planning Board, which shall hold a public hearing on the proposed Plan. After the public hearing, the Planning Board shall finalize its recommendations, adopt a plan and forward the plan to the Council and the School Board for consideration and action as the Council and School Board shall direct.

§5.11 (reserved)

§5.12 (reserved)

§5.13 **Treasurer**

There shall be a Town Treasurer (hereinafter called "Treasurer") who shall have all the powers and duties granted by this Charter and State Law. The Treasurer shall be elected on an at-large basis to a term of three (3) years at the Town Election. Vacancies in the office of Treasurer shall be filled pursuant to State Law. The Treasurer, in making investments of Town funds, shall follow the written investment policy pursuant to State Law.

§5.14 **Advisory Budget Committee**

There shall be an Advisory Budget Committee elected on an at-large basis to staggered three (3) year terms, to consist of seven (7) members.

Article VI ELECTIONS

§6.01 **Town Elections**

(a) **Regular Elections.** The election officers, whose duty it is to conduct regular elections, shall use a Non-Partisan Official Ballot System as detailed in the election laws of the State of New Hampshire, on the second Tuesday in March to choose Councilors and such other officials as specified by this Charter, each of whom shall be elected by the voters of the entire town.

(b) **Registered Voter Defined.** The election laws of the State of New Hampshire shall govern voter qualifications.

(c) **Election Officers.**

(1) **Moderator.** There shall be a Moderator of the Town who shall have all the powers and duties granted by this Charter and State Law. The Moderator shall be elected on an at large basis to a term of two (2) years at the Town election. Without limitation to the foregoing, for election purposes, the Moderator shall have the power to appoint all election officials except those which must be elected or otherwise appointed. The Moderator shall determine whether all ballots from all polling places are to be counted in one or more locations. Vacancies in the office of moderator shall be filled pursuant to State Law.

(2) **Supervisors of the Checklist.** There shall be three (3) Supervisors of the Checklist who shall hold office for six (6) years (and until their successors are elected and qualified) on a staggered basis so that one Supervisor is elected at each odd year Town election. Vacancies in the Supervisors of the Checklist shall be filled pursuant to State Law. The person so appointed shall hold office until the vacancy for the unexpired term is filled at the next Town election. The Supervisors of the Checklist shall have such powers and duties as are specified under New Hampshire law. The Supervisors shall elect a chair for a term of two (2) years.

(3) **Town Clerk.** There shall be a Town Clerk who shall have all the powers and duties granted by the Charter and State Law. The Clerk shall be elected on an at-large basis to a term of three (3) years at the Town Election. Vacancies in the office of the Clerk shall be filled pursuant to State Law.

(4) **Board.** The Supervisors of the Checklist, the Moderator and the Town Clerk shall constitute the Board of Election Officers. The Moderator shall be Chair. The Town Clerk shall serve as the Clerk of the Board.

(d) **Conduct of Elections.** At all Town elections the polls shall be open not less than eleven (11) hours and may be open not earlier than six o'clock in the forenoon of the day of the election, nor later than eight o'clock in the forenoon of the day of the election, nor closed earlier than seven in the evening. The Council shall determine the hours at least thirty (30) days prior to the election.

(e) **Ballots.** The Clerk shall prepare separate ballots to be used at all local referenda and at elections at which Town officers are chosen. The ballots shall contain in appropriate sections the names of all candidates, listed in such order as prescribed by State Law, without party designation. Below the list of names of the candidates of each office there shall be as many blank spaces as there are offices to be filled at the election. No titles, military, professional or otherwise, shall accompany the name of any candidate on the ballot. All the ballots cast at each election shall be preserved, maintained and sealed as required by the election laws of the State of New Hampshire.

(f) **Contested Elections.** Contested Elections shall be resolved in accordance with the State Law. Tied elections for any elected office shall be determined by lot in a manner as decided by the Clerk in the presence of the tied candidates. If two or more proposed measures passed at the same election contain conflicting provisions, only the one receiving the greater number of affirmative votes shall take effect.

(g) **Beginning of Term.** Unless otherwise set forth in this Charter all elected officials in the Town shall take office within 10 days following their election and shall hold office until their successors are elected and qualified.

(h) **Vacancies.** Unless otherwise specified in this Charter, or as otherwise provided by State Law, in the event of a vacancy in an elected office, board or commission of the Town, the Council shall fill that vacancy by appointment, such appointment to continue until the next Town election.

§6.02 **Districts**

The Council shall specify the polling places of the Town.

§6.03 (reserved)

§6.04 **Initiative, Referendum, and Recall**

(a) **Initiative.**

(1) **General Authority.** The registered voters of the Town shall have the power to propose ordinances to the Council.

(2) **Number of Signatures.** The petition shall be addressed to the Council, shall contain a request for passage of a particular measure set forth in the petition and shall be signed by not less than one percent (1%) of the registered voters.

(3) **Form and Content.** The initiative petition shall include the personal signature and legible name and address of each registered voter and shall be filed with the Clerk as one instrument of endorsement.

(4) **Certificate of Clerk.** The Clerk shall verify the number of registered voters signing the petition and shall attach thereto a certificate showing the result of such examination. Within seven (7) days, the Clerk shall transmit the petition and certificate to the Council and shall send a copy of the certificate to the first signer of the petition.

(5) **Council Review.** The petition shall be considered valid following certification unless written objection regarding the number of signatures certified is made by a voter no more than seven (7) days after the certificate has been issued. The validity of any such objection shall be determined by the Council.

(6) **Action on Petitions.** The Council shall hold a public hearing and act, by taking a vote, on the merits of every initiative petition which concerns a matter in which the Town is empowered to act.

The Council shall hold a public hearing within 30 days of the date of certification of any measure proposed in any petition signed by one percent (1%) of the registered voters, unless a question of its legality is raised by a member of the Council. If a question of legality is raised by any councilor, the measure shall be referred to a Town attorney for review. If the measure proposed may be lawfully passed by the Council, the public hearing shall be scheduled within 30 days of the date of the attorney's opinion. If the measure may not be lawfully passed by the Council, it shall be returned to the petitioners with an explanation.

The Clerk shall mail notice of the hearing to ten (10) petitioners whose names appear first on each petition at least seven (7) days prior to the hearing. Notice by publication of a summary of contents of the petition at least seven (7) days prior to all such hearings shall also be made, and shall be at public expense. Hearings on two or more petitions filed under this section and addressing different substantive issues may be held at the same place and time. No hearing shall be held upon more than one petition containing the same subject matter in any given twelve (12) month period.

(7) **Effect.** Following the public hearing, the Council may pass said measure without alteration or deny said measure and refer petitioners to procedures referenced in §6.04(b).

(8) Notwithstanding the provisions of §6.04(a), the voters of the Town shall retain the rights and privileges set forth in RSA 39:3.

(b) **Referendum.**

(1) **General Authority.** The registered voters of the Town shall have the power to require reconsideration by the Council of any adopted ordinance.

(2) **Time for Filing Referendum Petitions.** Referendum Petitions must be filed with the Town Clerk within thirty (30) days after action by the Council on any measure or any part thereof sought to be reconsidered.

(3) **Number of Signatures.** Referendum petitions must be signed by at least five percent (5%) of the registered voters of the Town.

(4) **Form and Content; Certificate of Clerk; Council Review.** The procedures of §6.04(a) shall apply to referendum petitions.

(5) **Suspension of Effect of Ordinance.** When a referendum petition is filed with the Clerk, the measure or part thereof sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when there is a final determination of insufficiency of the petition, or the filers of the petition withdraw it.

(6) **Action on Petitions.** When a referendum petition has been finally determined sufficient, the Council shall submit the referred measure or part thereof protested to the voters of the Town at a special election to be held on a date fixed by the Council. Such special election shall be held no less than thirty (30) nor more than ninety (90) days after the date of the certificate heretofore mentioned; provided that if any election is to occur within one hundred twenty (120) days after the date of said certificate, the Council may, at its discretion, omit the calling of a special election and submit the referred measure or part thereof to the voters at such approaching election. The ballot used when voting upon a proposed measure Under this section shall state the nature of the referred measure or part thereof protested in terms sufficient to show its substance.

(7) Notwithstanding any other provisions of this Charter, §6.04(b) shall not apply to Article V of this Charter of any actions taken pursuant thereto.

(c) **Recall.**

(1) **General Authority.** Any individual elected official who has completed at least six months of his term of office or has more than six months of his term remaining may be recalled therefrom by the voters.

A separate recall petition shall be required for each elected official who is the subject of a recall; and, each said official's recall shall be voted on as a separate question at the recall election.

(2) **Commencement of Proceeding.** Ten percent (10%) of the registered voters of the Town may file a request for a recall petition with the Clerk. This request shall include the name of the officer and the grounds for which the recall is sought together with the signature and a legible name and address of each voter. The Clerk shall verify the names of the voters and promptly issue blank petitions for recall.

(3) **Form and Content.** Each petition shall be addressed to the Council, be dated, include the rounds for recall as stated in the request, the name of the voter to whom it is issued, the signature of the Clerk, and the Town Seal.

(4) **Number of Signatures and Time for Filing.** The recall petitions bearing the signatures and legible names and addresses of at least twenty five percent (25%) of the registered voters of the Town shall be returned to the Clerk within twenty (20) days.

(5) **Certificate of Clerk.** The Clerk shall promptly certify the number of voters who signed the petitions. If the petitions are certified to be sufficient by the Town Clerk, the Clerk shall submit them to the Council together with the Clerk's certification.

(6) **Action on Petitions.** The Council shall forthwith give written notice of the petition and certification to the officer whose recall is sought. If this officer does not resign within five days after delivery of this notice, the Council shall order a recall election to be held no less than thirty (30) days nor more than sixty (60) days after the date the Clerk certified the petitions. If, however, any other town election is scheduled within ninety (90) days of the date of the certification, the Council shall hold the recall election on the same date as the other town election.

(7) **Results of Election.** The filing of candidates and the conduct of the election shall be in accordance with the provisions of this Charter and the election laws of the State of New Hampshire. The proposition on the ballot shall be "For the recall of" or "Against the recall of (name of .....officer)." If the incumbent is not recalled he/she shall continue in office for the remainder of his/her unexpired term and may not again during that term be subject to recall. If he/she is recalled he/she shall be deemed removed from office on the day after the certification of the recall election and the vacancy filled as provided by this Charter.

§6.05 **Submission of Proposed Measures to Voters**

The Council of its own motion may submit any measure or proposition for repeal or amendment of a measure to the voters at any regular or special town election.

§6.06 **Display of Local Campaign Materials at Polling Place**

Persons as candidates for elected office or as representing or working for a candidate for office or promoting a petition, resolution, referendum or measure on the ballot may not solicit votes, display, exhibit or distribute any campaign materials in violation of local ordinances or state statutes. The Moderator shall exercise the powers under State Law relative to the conduct of elections, distribution of campaign materials and electioneering within the polling place.

§6.07 **Notice of Election or Appointment**

Written notice of the election or appointment to any Town office or board shall be mailed to the individual involved by the Manager, within three (3) clear days after the appointment is made or the results of any vote are certified by the Board of Election Officers to the Council.

§6.08 **Certificate of Election and Appointment**

Except as otherwise provided by law, before performing any act under this election or appointment, each person elected shall take and subscribe to an oath to qualify him to enter upon the duties of office. A record of the taking of such oath shall be made by the Clerk. Any oath required by this section may be administered by any officer authorized by law to administer oaths.

§6.09 **Election to Multiple Offices**

Any person elected to a town office, or trusteeship while presently holding membership in another such Town office, board, commission, or trusteeship shall immediately forfeit that office held prior to such election.

Article VII (reserved)

Article VIII GENERAL PROVISIONS

§8.01 **Conflicts of Interest**

Any elected or appointed officer or employee of the Town who has a financial interest, direct or indirect, in any planned or existing contract, job, work or service to be performed for the Town or voluntary sale to the Town of any land, materials, supplies, equipment or other property shall make full disclosure of such interest to the Council and Manager prior to the Town's deliberating on any such matter or transaction. The person so financially interested in such matters or transactions shall not vote or advise on or otherwise participate in the Town's and Council's consideration of such matter or transaction.

No elected or appointed officer or employee of the Town shall take part in a decision concerning the business of the Town in which that officer or employee or a member of his/her family, directly or indirectly, has a financial or other gainful interest which may affect his/her vote in favor of or against that business, aside from his/her salary as such officer or employee, greater than any other citizen or taxpayer. For the purposes of this section, the word "family" shall mean and individual's lineal ascendants, lineal descendants, siblings and offspring an individual's spouse, the spouse's lineal ascendants, lineal descendants, siblings and offspring.

§8.02 **Prohibitions**

(a) No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to, any Town position or appointed Town administrative office because of age, race, sex, political or religious opinions or affiliations.

(b) No person who seeks appointment or promotion with respect to any Town position or appointed Town administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person for or in connection with his test, appointment, proposed appointment, promotion or proposed promotion.

(c) No elected or appointed officer or employee of the Town shall solicit or accept any gift or gratuity which could, in any manner, be construed to affect or influence the performance of his official duties.

(d) No elected or appointed officer or employee of the Town shall collect any fees, salaries or other payments in connection with official duties for personal use, except as provided for by ordinance or State Law.

(e) No person who runs for Town office shall orally, by letter, or otherwise, solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose whatever from any person holding any compensated appointed Town position.

(f) No elected or appointed officer or employee shall devote any Town property or labor to private use except as may be provided by authority of the Council.

(g) No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment.

(h) No elected or appointed officer or employee of the Town shall utilize or dispense information gained through said office or employment for personal profit or another's personal profit.

(i) No employee of the town shall be eligible to serve as a Councilor.

(j) Except as otherwise provided by this Charter, no department head nor regular employee of the town shall be appointed to a town office, board, or commission.

(k) The Zoning Board of Adjustment shall not have any members who also serve on the Planning Board, Conservation Commission or Historic District Commission.

(l) Any person while holding a town office, convicted of a Class A Felony in New Hampshire or its equivalent under the law of any other state or federal law shall forfeit such office.

§8.03 (reserved)

§8.04 **Penalties**

All willful violations of provisions of this Charter, unless otherwise provided, are hereby declared to be misdemeanors, and all such violations and all violations of town ordinances for which no other punishment is provided shall be punishable by a fine in accord with state statutes.

§8.05 **Indemnification**

The Town shall undertake to indemnify and save harmless all its officers, officials, volunteers, boards, commissions and employees from personal loss and expense. Expenses may include reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of negligent acts or omissions if the indemnified person was acting in the scope of his office or employment and in good faith in accord with the provisions of State Law.

Article IX CHARTER AMENDMENT

§9.01 **Proposal of Amendment**

Amendments to this Charter may be initiated either by the Council or by initiative petition, public hearing, and voter election pursuant to State Law. All amendments to this Charter shall be authenticated by the Council and shall be filed with and remain a part of the official Charter.

§9.02 (reserved)

§9.03 (reserved)

Article X TRANSITION AND SEVERABILITY

§10.01 **Separability Clause**

The sections of this Charter and the parts hereof are separable. If any portion or section of this Charter or the application thereof to any person or circumstance shall be held invalid by a court or competent jurisdiction, the remainder of the Charter shall not be affected thereby. If a clause, portion of or section of this Charter is so held invalid, then the applicable provisions of State Law, if any shall govern.

§10.02 **Specific Provisions to Prevail**

To the extent that any specific provision contained in this Charter conflicts with any provision expressed in general terms the specific provision shall prevail.

Docusign Envelope ID: F9F71A65-3443-4580-B4A2-E280EB34C37C

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.

Docusign Envelope ID: F9F71A65-3443-4580-B4A2-E280EB34C37C

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

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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 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 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

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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

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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

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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 of 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.

Docusign Envelope ID: F9F71A65-3443-4580-B4A2-E280EB34C37C

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

SIGNATURES:

Town of Londonderry:

Signed by:
55DAE45E4E24FD...
Chad Franz, Chairman — 3/6/2025 Date

Signed by:
Ted Combes
453A4994B99A87...
Ted Combes, Vice-Chairman — 3/6/2025 Date

Signed by:
D798E774D8A944C...
John Farrell, Councilor — 3/7/2025 Date

Signed by:
6EFD583944FE4E4...
Ron Dunn, Councilor — 3/6/2025 Date

Signed by:
Shawn Faber
Shawn Faber, Councilor — 3/6/2025 Date

Shaun Mulholland:

Signed by:
Shaun Mulholland
40093F16D075409...
Shaun Mulholland — 3/7/2025 Date

Docusign Envelope ID: DAADCDDF-A1B6-4D30-B711-F757963107F5

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-10649	**Prepared By:**	Kevin Brady
Created On:	08/26/2025	**Email:**	kbrady@opengov.com
Order Form Expiration:	08/31/2025	**Contract Term:**	57 Months
Subscription Start Date:	10/01/2025		
Subscription End Date:	06/30/2030		

Customer Information:

Customer:	Town of Londonderry, NH	**Contact Name:**	Shaun Mulholland
Bill To/Ship To:	268b Mammoth Rd Londonderry, New Hampshire 03053 United States	**Email:**	smulholland@londonderrynh.gov
		Phone:	6034321100

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Asset Management	10/01/2025	06/30/2026	$4,624.01
Facilities Domain	10/01/2025	06/30/2026	$2,751.14
Parks & Recreation Domain	10/01/2025	06/30/2026	$2,567.98
Signal Domain	10/01/2025	06/30/2026	$2,385.07
Stormwater Domain	10/01/2025	06/30/2026	$2,567.98
Transportation Domain	10/01/2025	06/30/2026	$2,751.14
Walkability Domain	10/01/2025	06/30/2026	$2,458.63

Docusign Envelope ID: DAADCDDF-A1B6-4D30-B711-F757963107F5

Wastewater Collection	10/01/2025	06/30/2026	$2,567.98
Accounting & Finance Export	12/01/2025	06/30/2026	$1,208.28
Autofill Interface	12/01/2025	06/30/2026	$2,417.20
Contractor License Verification	12/01/2025	06/30/2026	$958.92
Esri ArcGIS Integration	12/01/2025	06/30/2026	$604.30
Flag Integration	12/01/2025	06/30/2026	$604.30
Master Address Table or Assessor System Integration	12/01/2025	06/30/2026	$1,208.28
Permitting & Licensing: Unlimited Service Areas	12/01/2025	06/30/2026	$35,042.40
Accounting & Finance Export	07/01/2026	06/30/2027	$2,174.90
Asset Management	07/01/2026	06/30/2027	$7,435.09
Autofill Interface	07/01/2026	06/30/2027	$4,351.00
Contractor License Verification	07/01/2026	06/30/2027	$1,726.05
Esri ArcGIS Integration	07/01/2026	06/30/2027	$1,087.75
Facilities Domain	07/01/2026	06/30/2027	$4,423.64
Flag Integration	07/01/2026	06/30/2027	$1,087.75
Master Address Table or Assessor System Integration	07/01/2026	06/30/2027	$2,174.90
Parks & Recreation Domain	07/01/2026	06/30/2027	$4,129.13
Permitting & Licensing: Unlimited Service Areas	07/01/2026	06/30/2027	$63,076.25
Signal Domain	07/01/2026	06/30/2027	$3,835.03

Docusign Envelope ID: DAADCDDF-A1B6-4D30-B711-F757963107F5

Stormwater Domain	07/01/2026	06/30/2027	$4,129.13
Transportation Domain	07/01/2026	06/30/2027	$4,423.64
Walkability Domain	07/01/2026	06/30/2027	$3,953.31
Wastewater Collection	07/01/2026	06/30/2027	$4,129.13
Accounting & Finance Export	07/01/2027	06/30/2028	$2,283.65
Asset Management	07/01/2027	06/30/2028	$7,806.85
Autofill Interface	07/01/2027	06/30/2028	$4,568.56
Contractor License Verification	07/01/2027	06/30/2028	$1,812.36
Esri ArcGIS Integration	07/01/2027	06/30/2028	$1,142.14
Facilities Domain	07/01/2027	06/30/2028	$4,644.82
Flag Integration	07/01/2027	06/30/2028	$1,142.14
Master Address Table or Assessor System Integration	07/01/2027	06/30/2028	$2,283.65
Parks & Recreation Domain	07/01/2027	06/30/2028	$4,335.59
Permitting & Licensing: Unlimited Service Areas	07/01/2027	06/30/2028	$66,230.10
Signal Domain	07/01/2027	06/30/2028	$4,026.78
Stormwater Domain	07/01/2027	06/30/2028	$4,335.59
Transportation Domain	07/01/2027	06/30/2028	$4,644.82
Walkability Domain	07/01/2027	06/30/2028	$4,150.98
Wastewater Collection	07/01/2027	06/30/2028	$4,335.59

Docusign Envelope ID: DAADCDDF-A1B6-4D30-B711-F757963107F5

Accounting & Finance Export	07/01/2028	06/30/2029	$2,397.83
Asset Management	07/01/2028	06/30/2029	$8,197.19
Autofill Interface	07/01/2028	06/30/2029	$4,796.96
Contractor License Verification	07/01/2028	06/30/2029	$1,902.97
Esri ArcGIS Integration	07/01/2028	06/30/2029	$1,199.24
Facilities Domain	07/01/2028	06/30/2029	$4,877.06
Flag Integration	07/01/2028	06/30/2029	$1,199.24
Master Address Table or Assessor System Integration	07/01/2028	06/30/2029	$2,397.83
Parks & Recreation Domain	07/01/2028	06/30/2029	$4,552.37
Permitting & Licensing: Unlimited Service Areas	07/01/2028	06/30/2029	$69,541.60
Signal Domain	07/01/2028	06/30/2029	$4,228.12
Stormwater Domain	07/01/2028	06/30/2029	$4,552.37
Transportation Domain	07/01/2028	06/30/2029	$4,877.06
Walkability Domain	07/01/2028	06/30/2029	$4,358.53
Wastewater Collection	07/01/2028	06/30/2029	$4,552.37
Accounting & Finance Export	07/01/2029	06/30/2030	$2,517.72
Asset Management	07/01/2029	06/30/2030	$8,607.05
Autofill Interface	07/01/2029	06/30/2030	$5,036.84
Contractor License Verification	07/01/2029	06/30/2030	$1,998.12

Docusign Envelope ID: DAADCDDF-A1B6-4D30-B711-F757963107F5

Esri ArcGIS Integration	07/01/2029	06/30/2030	$1,259.21
Facilities Domain	07/01/2029	06/30/2030	$5,120.91
Flag Integration	07/01/2029	06/30/2030	$1,259.21
Master Address Table or Assessor System Integration	07/01/2029	06/30/2030	$2,517.72
Parks & Recreation Domain	07/01/2029	06/30/2030	$4,779.99
Permitting & Licensing: Unlimited Service Areas	07/01/2029	06/30/2030	$73,018.70
Signal Domain	07/01/2029	06/30/2030	$4,439.52
Stormwater Domain	07/01/2029	06/30/2030	$4,779.99
Transportation Domain	07/01/2029	06/30/2030	$5,120.91
Walkability Domain	07/01/2029	06/30/2030	$4,576.45
Wastewater Collection	07/01/2029	06/30/2030	$4,779.99

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Fixed Fee	10/01/2025	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$15,000.00
Professional Services Deployment - Fixed Fee	12/01/2025	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$15,000.00
Professional Services Deployment - Fixed Fee	07/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$99,999.61

Professional Services Total: $129,999.61

Customer Billing/Service Periods:

Period:	**Total:**
10/01/2025	$37,673.93

Docusign Envelope ID: DAADCDDF-A1B6-4D30-B711-F757963107F5

12/01/2025	$57,043.68
07/01/2026	$212,136.31
07/01/2027	$117,743.62
07/01/2028	$123,630.74
07/01/2029	$129,812.33

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

Town of Londonderry, NH:

Signature: Signed by: Shaun Mulholland 82BB7E423858440...

Name: Shaun Mulholland

Title: Town Manager

Date: 8/27/2025

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

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OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

1. Definitions

1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.

1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.

1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.

1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at https://opengov.my.site.com/support/s/agreement-product-documentation, which is incorporated into this Agreement by reference.

1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.

1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.

1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

2. Software Services and Professional Services

2.1. Software Services.

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2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.

2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at https://opengov.com/service-sla, which is incorporated into this Agreement by reference.

2.2. Professional Services.

2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services

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not provided by OpenGov.

3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at https://opengov.com/data-processing-addendum, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.

4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.

4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.

4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.

4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in

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the industry at OpenGov's then-current hourly rate.

4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.

4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.

5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.

5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

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6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.

6.2. Renewal. Each Order Form shall automatically renew for additional terms equal in duration to its initial term (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current term.

6.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party's Confidential Information.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.

7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of

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the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

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8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud, or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; (d) intentional breach of obligations under Section 5; and (e) payment obligations under this Agreement.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

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10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of

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Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

10.12. Indemnification.

10.12.1. OpenGov shall indemnify, defend and hold harmless Customer, including its officials, agents, and employees ("Indemnified Parties"), from and against any and all third-party liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, arising indirectly or directly under, out of, in connection with, or as a result of any material breach of this Agreement due to the gross negligence or willful acts or omissions of OpenGov in the performance of this Agreement.

10.12.2. Customer shall not be required to defend or indemnify the OpenGov, any subcontractor, or any professional service provider.

10.12.3. Procedures. Customer shall (a) promptly give notice of a claim to OpenGov, (b) give OpenGov sole control of the defense and settlement of the claim, (c) provide to OpenGov all available information and reasonable assistance, and (d) not compromise or settle such third-party claim.

10.12.4. Sole Remedy. The foregoing is OpenGov's sole obligation and Customer's exclusive remedy with respect to indemnification. The indemnification obligations set forth in this Section are subject to the limitation of liability provisions of this Agreement.

10.13. Insurance. During the term of this Agreement and any extensions, OpenGov shall maintain the following insurance policies:

10.13.1. Commercial General Liability of $1,000,000 per occurrence and $2,000,000 aggregate;

10.13.2. Professional Liability (Technology Errors and Omissions) of $1,000,000 per claim and $2,000,000 aggregate;

10.13.3. Cyber Liability of $1,000,000 per claim and $2,000,000 aggregate, applicable to data breach defense, response and mitigation;

10.13.4. Worker's Compensation meeting State of New Hampshire statutory requirements, or the equivalent in employee's home state;

Prior to commencing services, OpenGov shall provide a Certificate of Insurance naming Customer as additional insured on the Commercial General Liability policy on a primary

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and non-contributory basis.

Customer:	Town of Londonderry, NH	**OpenGov, Inc.**	
Signature	Signed by: Shaun Mulholland 82BB7E4238584A0...	Signature	
Name	Shaun Mulholland	Name	
Title	Town Manager	Title	
Date	8/27/2025	Date	

TITLE III
TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 37
TOWN OR VILLAGE DISTRICT MANAGERS

Section 37:6

37:6 Powers and Duties in Particular. –
The town manager shall have the power and it shall be his duty:
I. To organize, continue, or discontinue, from time to time, such departments as the selectmen may from time to time determine.
II. To appoint, upon merit and fitness alone, and to remove, all subordinate officers and employees under his control, and to fix their compensation.
III. To attend such regular or special meetings of the selectmen as they shall require.
IV. To keep full and complete records of the doings of his office, and to render to the selectmen an itemized monthly report in writing, showing in detail the receipts and disbursements for the preceding month; and annually, or oftener at the request of the selectmen, to make a synopsis of all reports for publication.
V. To keep the selectmen fully advised as to the needs of the town, within the scope of his duties, and to furnish them on or before the thirty-first day of January of each year a careful, detailed estimate in writing of the probable expenditures of the town government for the ensuing fiscal year, stating the amount required to meet the interest on maturing bonds and notes or other outstanding indebtedness of the town, and showing specifically the amount necessary to be provided for each fund and department; and to submit at the same time an estimate in writing of the amount of income from all sources of revenue, exclusive of taxes upon property, and of the probable amount required to be levied and raised by taxation to defray all expenses and liabilities of the town. For the purpose of enabling the town manager to make up the annual estimate of expenditures, all boards, officers, and committees of the town shall, upon his written request, furnish all information in their possession and submit to him in writing a detailed estimate of the appropriations required for the efficient and proper conduct of their respective departments during the fiscal year.
VI. To examine or cause to be examined, with or without notice, the affairs of any department under his control, or the conduct of any officer or employee thereof; and for that purpose he shall have access to all town books and papers, for the information necessary for the proper performance of his duties.
VII. To have charge, control, and supervision, subject to the direction of the selectmen and to the bylaws of the town, if any, of the following matters:
(a) The management of municipal water works, lighting, and power systems.
(b) The construction, maintenance, and repairing of all town buildings and of all town roads, highways, sidewalks, and bridges, except as otherwise specially voted by the town.
(c) The purchase of all supplies for the town.
(d) The police and fire departments of the town, if any.
(e) The system of sewers and drainage, if any.
(f) The lighting of streets, highways, and bridges.
(g) The sprinkling of streets and highways, the laying of dust, and the removal of snow.
(h) The maintenance of parks, commons, and playgrounds.
(i) The care of cemeteries when the town has adopted the provisions of RSA 289:6, II.
(j) The letting, making, and performance of all contracts for work done for the town.
In municipalities adopting the provisions hereof, the town manager shall supersede any board of commissioners or other supervisory officer or officers previously established, elected, or appointed to have superintendence of any of the matters specified in the foregoing paragraphs (a) to (j) inclusive; except that he shall not supersede,

nor shall adoption of this chapter in any way impair the authority and duties of, fire engineers, the commissioner of transportation and his assistants, or any police commission created by act of the legislature.
VIII. To administer the poor relief of the town, either directly or through a person or persons appointed by him, and under the supervision of the selectmen.
IX. To perform such other duties, consistent with his office, as may be required of him by vote of the selectmen.

Source. 1929, 69:6. RL 55:6. RSA 37:6. 1994, 318:4, eff. Aug. 7, 1994. 2004, 257:33, eff. June 15, 2004.

TITLE XXXI
TRADE AND COMMERCE

Chapter 354-A
STATE COMMISSION FOR HUMAN RIGHTS

Section 354-A:1

354-A:1 Title and Purposes of Chapter. – This chapter shall be known as the "Law Against Discrimination." It shall be deemed an exercise of the police power of the state for the protection of the public welfare, health and peace of the people of this state, and in fulfillment of the provisions of the constitution of this state concerning civil rights. The general court hereby finds and declares that practices of discrimination against any of its inhabitants because of age, sex, gender identity, race, creed, color, marital status, familial status, physical or mental disability or national origin are a matter of state concern, that such discrimination not only threatens the rights and proper privileges of its inhabitants but menaces the institutions and foundation of a free democratic state and threatens the peace, order, health, safety and general welfare of the state and its inhabitants. A state agency is hereby created with power to eliminate and prevent discrimination in employment, in places of public accommodation and in housing accommodations because of age, sex, gender identity, race, creed, color, marital status, familial status, physical or mental disability or national origin as herein provided; and the commission established hereunder is hereby given general jurisdiction and power for such purposes. In addition, the agencies and councils so created shall exercise their authority to assure that no person be discriminated against on account of sexual orientation.

Source. 1992, 224:1. 1997, 108:8, eff. Jan. 1, 1998. 2018, 176:1, eff. July 8, 2018.

Section 354-A:2

354-A:2 Definitions. –
In this chapter:
I. "Commercial structure" means any building, structure, or portion thereof which is continuously or intermittently occupied or intended for occupancy by a commercial or recreational enterprise, whether operated for profit or not, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.
II. "Commission," unless a different meaning clearly appears from the context, means the state commission for human rights created by this chapter.
III. "Covered multifamily dwellings" means:
(a) Buildings consisting of 4 or more units if such buildings have one or more elevators; and
(b) Ground floor units in other buildings consisting of 4 or more units.
IV. "Disability" means, with respect to a person:
(a) A physical or mental impairment which substantially limits one or more of such person's major life activities;
(b) A record of having such an impairment; or
(c) Being regarded as having such an impairment.
Provided, that "disability" does not include current, illegal use of or addiction to a controlled substance as defined in the Controlled Substances Act (21 U.S.C. 802 sec. 102).
V. "Dwelling" means any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.
VI. "Employee" does not include any individual employed by a parent, spouse or child, or any individual in the domestic service of any person.
VII. "Employer" does not include any employer with fewer than 6 persons in its employ, an exclusively social

club, or a fraternal or religious association or corporation, if such club, association, or corporation is not organized for private profit, as evidenced by declarations filed with the Internal Revenue Service or for those not recognized by the Internal Revenue Service, those organizations recognized by the New Hampshire secretary of state. Entities claiming to be religious organizations, including religious educational entities, may file a good faith declaration with the human rights commission that the organization is an organization affiliated with, or its operations are in accordance with the doctrine and teaching of a recognized and organized religion to provide evidence of their religious status. "Employer" shall include the state and all political subdivisions, boards, departments, and commissions thereof.

VIII. "Employment agency" includes any person undertaking to procure employees or opportunities to work.

IX. "Familial status" means one or more individuals, who have not attained the age of 18 years of age, and are domiciled with:

(a) A parent, grandparent or another person having legal custody of such individual or individuals; or

(b) The designee of such parent or other person having such custody, with the written permission of such parent or other person.

"Familial status" also means any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

X. "Labor organization" includes any organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection in connection with employment.

XI. "Multiple dwelling" means 2 or more dwellings, as defined in paragraph V, occupied by families living independently of each other.

XII. "National origin" includes ancestry.

XIII. "Person" includes one or more individuals, partnerships, associations, corporations, legal representatives, mutual companies, joint-stock companies, trusts, trustees in bankruptcy, receivers, and the state and all political subdivisions, boards, and commissions thereof.

XIV. "Place of public accommodation" includes any inn, tavern or hotel, whether conducted for entertainment, the housing or lodging of transient guests, or for the benefit, use or accommodations of those seeking health, recreation or rest, any restaurant, eating house, public conveyance on land or water, bathhouse, barbershop, theater, golf course, sports arena, health care provider, and music or other public hall, store or other establishment which caters or offers its services or facilities or goods to the general public. "Public accommodation" shall not include any institution or club which is in its nature distinctly private.

XIV-a. "Qualified individual with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. For the purposes of this chapter, consideration shall be given to the employer's judgment as to what functions of a job are essential, and if an employer has prepared a written description before advertising or interviewing applicants for the job, this description shall be considered evidence of the essential functions of the job.

XIV-b. "Reasonable accommodation" may include:

(a) Making existing facilities used by employees readily accessible to and usable by individuals with disabilities.

(b) Job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

XIV-c. "Sexual orientation" means having or being perceived as having an orientation for heterosexuality, bisexuality, or homosexuality. This definition is intended to describe the status of persons and does not render lawful any conduct prohibited by the criminal laws of this state or impose any duty on a religious organization. This definition does not confer legislative approval of such status, but is intended to assure basic rights afforded under this chapter.

XIV-d. "Undue hardship" means an action requiring significant difficulty or expense, when considered in light of the factors set forth in this paragraph. In determining whether an accommodation would impose an undue hardship on an employer, factors to be considered include:

(a) The nature and cost of the accommodation needed under this chapter.

(b) The overall financial resources of the facility involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of

such accommodation upon the operation of the facility.
(c) The overall financial resources of the employer; the overall size of the business of an employer with respect to the number of its employees; and the number, type, and location of its facilities.
(d) The type of operation or operations of the employer, including the composition, structure, and functions of the workforce of such employer; the geographic separateness, administrative, or fiscal relationship of the facility in question to the employer.
XIV-e. "Gender identity" means a person's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth. Gender-related identity may be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity, or any other evidence that the gender-related identity is sincerely held as part of a person's core identity provided, however, that gender-related identity shall not be asserted for any improper purpose.
XV. "Unlawful discriminatory practice" includes:
(a) Practices prohibited by RSA 354-A;
(b) Practices prohibited by the federal Civil Rights Act of 1964, as amended (PL 88-352);
(c) Practices prohibited by Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. Â§Â§ 3601-3619);
(d) Aiding, abetting, inciting, compelling or coercing another or attempting to aid, abet, incite, compel or coerce another to commit an unlawful discriminatory practice or obstructing or preventing any person from complying with this chapter or any order issued under the authority of this chapter.

Source. 1992, 224:1. 1997, 108:9. 2006, 181:1, eff. Jan. 1, 2007; 274:1, eff. July 1, 2006. 2018, 176:2, eff. July 8, 2018.

Section 354-A:3

354-A:3 State Commission for Human Rights. –
I. There is hereby created a commission to be known as the New Hampshire commission for human rights, which shall be administratively attached to the department of justice pursuant to RSA 21-G:10, with additional oversight provided by the director of the department's civil rights unit, or designee, pursuant to a memorandum of understanding entered into by the department and the commission. Such commission shall consist of 7 members, who shall be appointed by the governor, with the consent of the council, and one of whom shall be designated as chair by the governor. The term of office of each member of the commission shall be for 5 years.
II. Any member chosen to fill a vacancy occurring otherwise than by expiration of term shall be appointed for the unexpired term of the member who is to be succeeded. Four members of the commission shall constitute a quorum for the purpose of conducting the commission's business, with the exception of hearings conducted pursuant to RSA 354-A:21, II(b). A vacancy in the commission shall not impair the right of the remaining members to exercise all the powers of the commission. Each member of the commission shall be entitled to expenses actually and necessarily incurred by the member in the performance of the member's duties.
III. Any member of the commission may be removed by the governor and council for inefficiency, neglect of duty, misconduct or malfeasance in office, after being given a written statement of the charges and an opportunity to be heard.

Source. 1992, 224:1. 2000, 277:1, eff. June 16, 2000. 2019, 346:54, eff. July 1, 2019. 2025, 141:365, eff. July 1, 2025.

Section 354-A:4

354-A:4 General Powers and Duties of the Chair. – The chair shall serve as the chief executive officer of the commission. The chair shall be a licensed attorney admitted or eligible to practice law in this state. The chair shall promote the efficient transaction of its business and the orderly handling of complaints and other matters before the commission. The chair shall designate commissioners to investigate and commissioners to hold hearings pursuant to RSA 354-A:21 and shall fix the times and places of public hearings. In the event of the chair's absence or inability to act, the vice-chair, or if no vice-chair has been designated, a commissioner

designated by the chair shall act in the chair's stead. Otherwise a commissioner shall be designated by the governor to act as chair.

Source. 1992, 224:1, eff. May 13, 1992. 2025, 141:366, eff. July 1, 2025.

Section 354-A:5

354-A:5 General Powers and Duties of the Commission. –
The commission shall have the following functions, powers and duties:
I. To establish and maintain its principal office in the city of Concord, and such other offices within the state as it may deem necessary.
II. To meet and function any place within the state.
III. To appoint such attorneys, clerks, and other employees and agents as it may deem necessary, fix their compensation within the limitations provided by law, and prescribe their duties.
IV. To obtain upon request and utilize the services of all governmental departments and agencies.
V. To adopt rules, under RSA 541-A, suitable to carry out the provisions of this chapter, and the policies and practices of the commission in connection therewith. Such rules shall be kept current and shall not be permitted to expire. Such rules shall reflect any findings or determinations made in audits conducted by the legislative budget assistant pursuant to RSA 14:31 and 14:31-a.
VI. To receive, investigate and pass upon complaints alleging violations of this chapter.
VII. To hold hearings, subpoena witnesses, compel their attendance, administer oaths, take the testimony of persons under oath, and, in connection therewith, require the production for examination of any books or papers relating to any matter under investigation or in question before the commission. The commission may make rules as to the issuance of subpoenas by individual commissioners. No person shall be excused from attending and testifying or from producing books, records, correspondence, documents or other evidence in obedience to the subpoena of the commission, on the ground that the testimony or evidence required may tend to incriminate or subject such person to a penalty or forfeiture; but no individual shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter or thing concerning which such person is compelled, after having claimed the privilege against self-incrimination, to testify or produce evidence, except that such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying.
VIII. To create such advisory agencies and conciliation councils, local, regional or statewide, as in its judgment will aid in effectuating the purpose of this chapter, and the commission may empower them to study the problems of discrimination in all or specific fields of human relationships or in specific instances of discrimination, because of age, sex, gender identity, race, color, sexual orientation, marital status, familial status, or physical or mental disability, religious creed or national origin, in order to foster, through community effort or otherwise, good will, cooperation and conciliation among the groups and elements of the population of the state, and make recommendations to the commission for the development of policies and procedures in general and in specific instances, and for programs of formal and informal education which the commission may recommend to the appropriate state agency. Such advisory agencies and conciliation councils shall be composed of representative citizens, serving without pay, but with reimbursement for actual and necessary traveling expenses; and the commission may make provision for technical clerical assistance to such agencies and councils and for the expenses of such assistance.
IX. To issue such publications and such results of investigations and research as in its judgment will tend to promote good will and minimize or eliminate discrimination because of age, sex, gender identity, race, color, marital status, familial status, physical or mental disability, religious creed or national origin, and on account of sexual orientation.
X. To render annually to the governor, president of the senate, speaker of the house of representatives, senate clerk, house clerk, legislative fiscal committee, and council a full written report of its activities and of its recommendations. The report shall include:
(a) A detailed summary of actions taken to address and remediate findings identified in the most recent performance audit issued by the legislative budget assistant in February 2025, including but not limited to:
(1) Timeliness of case investigations and resolutions, the number of cases resolved, the number of outstanding cases before the commission, whether the commission has a backlog of cases, and the average time it takes to

close a case;
(2) Implementation of a case management system;
(3) Development of strategic planning, internal controls, and performance metrics;
(4) Training and oversight of staff and commissioners;
(5) Adoption and enforcement of administrative rules;
(6) Correction of prior audit findings;
(7) Confidentiality and data management improvements; and
(8) Definitions and processes related to legal standards in investigations.
(b) Quantitative performance measures including average time to assign and close cases, number of cases exceeding statutory time limits, and comparison to prior years.
(c) Progress updates on administrative rulemaking, strategic plan implementation, and IT modernization initiatives.
(d) Status of required statutory filings including biennial reports, statements of financial interests, and reconciliations with federal data systems.
(e) Any additional recommendations or needs for legislative action.
II. The report shall be made publicly available online on the TransparentNH website in accordance with executive order 2014-03.
XI. To adopt an official seal.
XII. To accept and utilize for its purposes, functions and duties as set forth in this chapter public and private grants, gifts, donations and contributions of money and other assets and properties, real and personal, of all types and kinds, without limitations.
XIII. To formulate policies to effectuate the purposes of this chapter and make recommendations to agencies and officers of the state or its political subdivisions in aid of such policies and purposes.
XIV. To utilize the services of the department of justice to obtain injunctive relief in state and federal courts.
XV. To charge reasonable fees for educational services, programs, publications, and other written materials.

Source. 1992, 224:1. 1997, 108:10. 2000, 277:2, eff. June 16, 2000. 2018, 176:3, eff. July 8, 2018. 2025, 141:367, 368, eff. July 1, 2025.

Equal Employment Opportunity

Section 354-A:6

354-A:6 Opportunity for Employment Without Discrimination a Civil Right. – The opportunity to obtain employment without discrimination because of age, sex, gender identity, race, creed, color, marital status, physical or mental disability or national origin is hereby recognized and declared to be a civil right. In addition, no person shall be denied the benefits of the rights afforded by this section on account of that person's sexual orientation.

Source. 1992, 224:1. 1997, 108:11, eff. Jan. 1, 1998. 2018, 176:4, eff. July 8, 2018.

Section 354-A:7

354-A:7 Unlawful Discriminatory Practices. –
It shall be an unlawful discriminatory practice:
I. For an employer, because of the age, sex, gender identity, race, color, marital status, physical or mental disability, religious creed, or national origin of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment, unless based upon a bona fide occupational qualification. In addition, no person shall be denied the benefit of the rights afforded by this paragraph on account of that person's sexual orientation.
II. For a labor organization, because of the age, sex, gender identity, race, color, marital status, physical or mental disability, creed, or national origin of any individual, to exclude from full membership rights or to expel

from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by an employer, unless based upon a bona fide occupational qualification. In addition, no person shall be denied the benefit of the rights afforded by this paragraph on account of that person's sexual orientation.

III. For any employer or employment agency to print or circulate or to cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment or to make any inquiry or record in connection with employment, which expresses, directly or indirectly, any limitation, specification or discrimination as to age, sex, gender identity, race, color, marital status, physical or mental disability, religious creed or national origin or any intent to make any such limitation, specification or discrimination in any way on the ground of age, sex, gender identity, race, color, marital status, physical or mental disability, religious creed or national origin, unless based upon a bona fide occupational qualification; provided, however, that nothing in this chapter shall limit an employer after the offer of hire of an individual from inquiring into and keeping records of any existing or pre-existing physical or mental conditions. In addition, no person shall be denied the benefit of the rights afforded by this paragraph on account of that person's sexual orientation.

IV. For any employee to be required, as a condition of employment, to retire upon or before reaching a specified predetermined chronological age, or after completion of a specified number of years of service unless such employee was elected or appointed for a specified term or required to retire pursuant to Pt. II, Art. 78 of the constitution of New Hampshire. It shall not be unlawful for an employer to:

(a) Establish a normal retirement age, based on chronological age or length of service or both, which may be used to govern eligibility for and accrual of pension or other retirement benefits; provided that such normal retirement age shall not be used to justify retirement of or failure to hire any individual; or

(b) Require any individual employee to retire on the basis of a finding that the employee can no longer meet such bona fide, reasonable standards of job performance as the employer may have established.

V. Harassment on the basis of sex constitutes unlawful sex discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature constitutes sexual harassment when:

(a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

(b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

(c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

VI. (a) For the purposes of this chapter, the word "sex" includes pregnancy and medical conditions which result from pregnancy.

(b) An employer shall permit a female employee to take leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. When the employee is physically able to return to work, her original job or a comparable position shall be made available to her by the employer unless business necessity makes this impossible or unreasonable.

(c) For all other employment related purposes, including receipt of benefits under fringe benefit programs, pregnancy, childbirth, and related medical conditions shall be considered temporary disabilities, and a female employee affected by pregnancy, childbirth, or related medical conditions shall be treated in the same manner as any employee affected by any other temporary disability.

VII. (a) For any employer not to make reasonable accommodations for the known physical or mental limitations of a qualified individual with a disability who is an applicant or employee, unless such employer can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the employer.

(b) For any employer to deny employment opportunities, compensation, terms, conditions, or privileges of employment to a job applicant or employee who is a qualified individual with a disability, if such denial is based on the need of such employer to make reasonable accommodation to the physical or mental impairments of the applicant or employee.

Source. 1992, 224:1. 1997, 108:12. 2006, 181:2, eff. Jan. 1, 2007. 2018, 176:5, eff. July 8, 2018. 2019, 332:22, eff. Oct. 15, 2019.

Fair Housing

Section 354-A:8

354-A:8 Equal Housing Opportunity Without Discrimination a Civil Right. – The opportunity to obtain housing without discrimination because of age, sex, gender identity, race, creed, color, marital status, familial status, physical or mental disability or national origin is hereby recognized and declared a civil right. In addition, no person shall be denied the benefit of the rights afforded by this section on account of that person's sexual orientation.

Source. 2021, 152:2, Pt. III, Sec. 1, eff. Jan. 1, 2022.

Section 354-A:9

354-A:9 Definitions. –
In this subdivision:
I. "Aggrieved person" includes any person who:
(a) Claims to have been injured by a discriminatory housing practice; or
(b) Believes that such person will be injured by a discriminatory housing practice that is about to occur.
II. "Discriminatory housing practice" means an act that is unlawful under section 804, 805, 806, or 818 of the Fair Housing Act, 42 U.S.C. section 3601, et seq.
III. "Family" includes a single individual.
IV. "Familial status" means one or more individuals who have not attained the age of 18 years and who are domiciled with:
(a) A parent or another person having legal custody of such individual or individuals; or
(b) The designee of such parent or other person having such custody, with the written permission of such parent or other person.
V. "Person" includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy cases under Title 11 of the United States Code, receivers, and fiduciaries.
VI. "Real property" includes buildings, structures, real estate, lands, tenements, leaseholds, interests in real estate cooperatives, condominiums, and hereditaments, corporeal and incorporeal, or any interest therein.
VII. "Real estate transaction" includes the sale, exchange, rental or lease of real property. "Real estate transaction" also includes the brokering or appraising of residential real property and the making or purchasing of loans or providing other financial assistance:
(a) For purchasing, constructing, improving, repairing or maintaining a dwelling; or
(b) Secured by residential real estate.
VIII. "Housing accommodation" includes any improved or unimproved real property, or part thereof, which is used or occupied, or is intended, arranged or designed to be used or occupied, as the home or residence of one or more individuals.
IX. "Real estate broker or salesman" means a person, whether licensed or not, who, for or with the expectation of receiving a consideration, lists, sells, purchases, exchanges, rents, or leases real property, or who negotiates or attempts to negotiate any of these activities, or who holds himself or herself out as engaged in these.
X. "Conciliation" means the attempted resolution of issues raised by a charge, or by the investigation of such charge, through informal negotiations involving the aggrieved party, the respondent, and the commission.
XI. "Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.

Source. 2021, 152:2, Pt. III, Sec. 1, eff. Jan. 1, 2022.

Section 354-A:10

354-A:10 Civil Rights Violations; Real Estate Transactions. –
It shall be an unlawful discriminatory practice because of age, sex, gender identity, race, religion, color, marital

status, familial status, physical or mental disability or national origin to:
I. Refuse to engage in a real estate transaction with a person or to discriminate in making available such a transaction.
II. Alter the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith.
III. Refuse to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person.
IV. Refuse to negotiate for a real estate transaction with a person.
V. Represent to a person that real property is not available for inspection, sale, rental, or lease when in fact it is so available, or to fail to bring a property listing to his or her attention, or to refuse to permit him or her to inspect real property.
VI. Make, print, or publish, or cause to be made, printed, or published, any notice, statement, advertisement, or sign, with respect to the sale or rental of a dwelling, or commercial structure, that indicates any preference, limitation, or discrimination based on race, color, religion, sex, marital status, familial status, physical or mental disability, sexual orientation, or national origin, or an intention to make any such preference, limitation, or discrimination.
VII. Offer, solicit, accept, use or retain a listing of real property with knowledge that unlawful discrimination or discrimination on the basis of familial status or an arrest record in a real estate transaction is intended.

Source. 2021, 152:2, Pt. III, Sec. 1, eff. Jan. 1, 2022.

Section 354-A:11

354-A:11 Disability. –
I. It is a civil rights violation to refuse to sell or rent or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of that buyer or renter, a disability of a person residing or intending to reside in that dwelling after it is sold, rented, or made available, or a disability of any person associated with the buyer or renter.
II. It is a civil rights violation to alter the terms, conditions, or privileges of sale or rental of a dwelling or the provision of services or facilities in connection with such dwelling because of a disability of a person with a disability or a disability of any person residing or intending to reside in that dwelling after it is sold, rented, or made available, or a disability of any person associated with that person.
III. It is a civil rights violation:
(a) To refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before modifications, reasonable wear and tear excepted. The landlord may not increase for persons with a disability any customarily required security deposit. However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant. A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained;
(b) To refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
(c) In connection with the design and construction of covered multifamily dwellings for first occupancy after March 13, 1991, to fail to design and construct those dwellings in such a manner that:
(1) The public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability;
(2) All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability in wheelchairs; and
(3) All premises within such dwellings contain the following features of adaptive design:

(A) An accessible route into and through the dwelling;
(B) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
(C) Reinforcements in bathroom walls to allow later installation of grab bars; and
(D) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.
IV. Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled people (commonly cited as "ANSI A117.1") suffices to satisfy the requirements of subparagraph III(c)(3).
V. If a unit of local government has incorporated into its building code the requirements set forth in subparagraph III(c), compliance with the local building code shall be deemed to satisfy the requirements of that subparagraph.
VI. A unit of local government may review and approve newly constructed covered multifamily dwellings for the purpose of making determinations as to whether the design and construction requirements of subparagraph III(c) are met.
VII. The commission shall encourage, but may not require, units of local government to include in their existing procedures for the review and approval of newly constructed covered multifamily dwellings, determinations as to whether the design and construction of such dwellings are consistent with subparagraph III(c), and shall provide technical assistance to units of local government and other persons to implement the requirements of subparagraph III(c).
VIII. Nothing in this subdivision shall be construed to require the commission to review or approve the plans, designs or construction of all covered multifamily dwellings to determine whether the design and construction of such dwellings are consistent with the requirements of subparagraph III(c).
IX. Nothing in paragraph IV, V, VI, or VII shall be construed to affect the authority and responsibility of the commission to receive and process complaints or otherwise engage in enforcement activities under state law.
X. Determinations by a unit of local government under paragraphs IV and V shall not be conclusive in enforcement proceedings under this chapter if those determinations are not in accord with the terms of this chapter.
XI. Nothing in this section requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of others or would result in substantial physical damage to the property of others.

Source. 2021, 152:2, Pt. III, Sec. 1, eff. Jan. 1, 2022.

Section 354-A:12

354-A:12 Blockbusting. –
It is a civil rights violation for any person to:
I. Solicit for sale, lease, listing or purchase any residential real estate within this state, on the grounds of loss of value due to the present or prospective entry into the vicinity of the property involved of any person or persons of any particular race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, familial status or disability.
II. Distribute or cause to be distributed, written material or statements designed to induce any owner of residential real estate in this state to sell or lease his or her property because of any present or prospective changes in the race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, familial status or disability of residents in the vicinity of the property involved.
III. Intentionally create alarm, among residents of any community, by transmitting communications in any manner, including a telephone call whether or not conversation thereby ensues, with a design to induce any owner of residential real estate in this state to sell or lease his or her property because of any present or prospective entry into the vicinity of the property involved of any person or persons of any particular race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, familial status or disability.
IV. Evict a tenant solely on the grounds that the person has acquired immune deficiency syndrome (AIDS) or is regarded to have acquired immune deficiency syndrome.

Source. 2021, 152:2, Pt. III, Sec. 1, eff. Jan. 1, 2022.

Section 354-A:13

354-A:13 Restrictive Covenants. –
I. Every provision in an oral agreement or a written instrument relating to real property which purports to forbid or restrict the conveyance, encumbrance, occupancy, or lease thereof on the basis of race, color, religion, or national origin is void.
II. (a) Every condition, restriction or prohibition, including a right of entry or possibility of reverter, which directly or indirectly limits the use or occupancy of real property on the basis of race, color, religion, or national origin is void.
(b) This section shall not apply to a limitation of use on the basis of religion of real property held by a religious institution or organization or by a religious or charitable organization operated, supervised, or controlled by a religious institution or organization, and used for religious or charitable purposes.
III. It is a civil rights violation to insert in a written instrument relating to real property a provision that is void under this section or to honor or attempt to honor such a provision in the chain of title.

Source. 2021, 152:2, Pt. III, Sec. 1, eff. Jan. 1, 2022.

Section 354-A:14

354-A:14 Interference, Coercion, or Intimidation. – It is a civil rights violation to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this subdivision.

Source. 2021, 152:2, Pt. III, Sec. 1, eff. Jan. 1, 2022.

Section 354-A:15

354-A:15 Exemptions. –
Nothing contained in RSA 354-A:10 shall prohibit:
I. Private sales of single family homes.
(a) Any sale of a single family home by its owner so long as the following criteria are met:

(1) The owner does not own or have a beneficial interest in more than three single family homes at the time of the sale;
(2) The owner or a member of his or her family was the last current resident of the home;
(3) The home is sold without the use in any manner of the sales or rental facilities or services of any real estate broker or salesman, or of any employee or agent of any real estate broker or salesman;
(4) The home is sold without the publication, posting or mailing, after notice, of any advertisement or written notice in violation of RSA 354-A:10, VII.
(b) This exemption shall not apply to RSA 354-A:10, VII.
II. Rental of a housing accommodation in a building which contains housing accommodations for not more than 4 families living independently of each other, if the owner resides in one of the housing accommodations. This exemption does not apply to RSA 354-A:10, VII.
III. Rental of a room or rooms in a private home by an owner if he or she or a member of his or her family resides therein or, while absent for a period of not more than 12 months, if he or she or a member of his or her family intends to return to reside therein.
IV. Reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling.
V. A religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental, or occupancy of a dwelling which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, or national origin.
VI. Conduct against a person because such person has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined in the federal Controlled Substances Act, 21 U.S.C. section 802(6).
VII. Persons engaged in the business of furnishing appraisals of real property from taking into consideration factors other than those based on unlawful discrimination or familial status in furnishing appraisals.
VIII. No provision in this subdivision regarding familial status shall apply with respect to housing for older persons.
(a) As used in this paragraph, "housing for older persons" means housing:
(1) Provided under any state or federal program that the Secretary of the United States Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program; or
(2) Intended for, and solely occupied by, persons 62 years of age or older; or
(3) Intended and operated for occupancy by persons 55 years of age or older and:
(A) At least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older;
(B) The housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and
(C) The housing facility or community complies with rules adopted by the commission for verification of occupancy, which shall:
(i) Provide for verification by reliable surveys and affidavits; and
(ii) Include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of subparagraph X(a)(3)(B). These surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.
(b) Housing shall not fail to meet the requirements for housing for older persons by reason of:
(1) Persons residing in such housing as of the effective date of this amendatory Act of 1988 who do not meet the age requirements of subparagraph X(a)(2) or X(a)(3); provided, that new occupants of such housing meet the age requirements of subparagraph X(a)(2) or X(a)(3); or
(2) Unoccupied units; provided, that such units are reserved for occupancy by persons who meet the age requirements of subparagraph X(a)(2) or X(a)(3).
(c)(1) A person shall not be held personally liable for monetary damages for a violation of this subdivision if the person reasonably relied, in good faith, on the application of the exemption under this paragraph relating to housing for older persons.
(2) For the purposes of this subparagraph, a person may show good faith reliance on the application of the exemption only by showing that:

(A) The person has no actual knowledge that the facility or community is not, or will not be, eligible for the exemption; and
(B) The facility or community has stated formally, in writing, that the facility or community complies with the requirements for the exemption.
IX. Inquiry into or the use of an arrest record if the inquiry or use is otherwise authorized by state or federal law.

Source. 2021, 152:2, Pt. III, Sec. 1, eff. Jan. 1, 2022.

Public Accommodations

Section 354-A:16

354-A:16 Equal Access to Public Accommodations a Civil Right. – The opportunity for every individual to have equal access to places of public accommodation without discrimination because of age, sex, gender identity, race, creed, color, marital status, physical or mental disability or national origin is hereby recognized and declared to be a civil right. In addition, no person shall be denied the benefit of the rights afforded by this section on account of that person's sexual orientation.

Source. 1992, 224:1. 1997, 108:15, eff. Jan. 1, 1998. 2018, 176:8, eff. July 8, 2018.

Section 354-A:17

354-A:17 Unlawful Discriminatory Practices in Public Accommodations. – It shall be an unlawful discriminatory practice for any person, being the owner, lessee, proprietor, manager, superintendent, agent or employee of any place of public accommodation, because of the age, sex, gender identity, race, creed, color, marital status, physical or mental disability or national origin of any person, directly or indirectly, to refuse, withhold from or deny to such person any of the accommodations, advantages, facilities or privileges thereof; or, directly or indirectly, to publish, circulate, issue, display, post or mail any written or printed communication, notice or advertisement to the effect that any of the accommodations, advantages, facilities and privileges of any such place shall be refused, withheld from or denied to any person on account of age, sex, gender identity, race, creed, color, marital status, physical or mental disability or national origin; or that the patronage or custom thereat of any person belonging to or purporting to be of any particular age, sex, gender identity, race, creed, color, marital status, physical or mental disability or national origin is unwelcome, objectionable or acceptable, desired or solicited. In addition, no person shall be denied the benefit of the rights afforded by this section on account of that person's sexual orientation.

Source. 1992, 224:1. 1997, 108:15, eff. Jan. 1, 1998. 2018, 176:9, eff. July 8, 2018. 2019, 332:2, eff. Oct. 15, 2019.

Section 354-A:17-a

354-A:17-a Rental Agreement Policies With Guests Under 21. – Nothing in this subdivision shall prohibit a hotel, motel, or other lodging establishment held out to transient guests for public accommodations from having policies denying or refusing rental agreements with guests under 21 years of age.

Source. 2025, 106:2, eff. June 19, 2025.

Exemption

Section 354-A:18

354-A:18 Exemption for Religious Organizations. – Nothing contained in this chapter shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, which is operated, supervised or controlled by or in connection with a religious organization, from limiting admission to or giving preference to persons of the same religion or denomination or from making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

Source. 1992, 224:1, eff. May 13, 1992.

Section 354-A:18-a

354-A:18-a Exemption for Protective Hairstyles. – Private causes of action under RSA 275:37-d shall be exempt from the jurisdiction of the human rights commission.

Source. 2024, 117:3, eff. Sept. 1, 2024.

Retaliation

Section 354-A:19

354-A:19 Retaliation and Required Records. – It shall be an unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to discharge, expel, or otherwise retaliate or discriminate against any person because he has opposed any practices forbidden under this chapter or because he has filed a complaint, testified or assisted in any proceeding under this chapter.

Source. 1992, 224:1, eff. May 13, 1992.

Records

Section 354-A:20

354-A:20 Required Records. – It shall not be an unlawful discriminatory practice to record any data required by law, or by the rules and regulations of any state or federal agency, provided such records are kept in good faith for the purpose of complying with law, and are not used for the purpose of discrimination in violation of this chapter.

Source. 1992, 224:1, eff. May 13, 1992.

Complaint Procedures and Review

Section 354-A:21

354-A:21 Procedure on Complaints. –

I. (a) Any person claiming to be aggrieved by an unlawful discriminatory practice may make, sign and file with the commission a verified complaint in writing which shall state the name and address of the person, employer, labor organization, employment agency or public accommodation alleged to have committed the unlawful discriminatory practice complained of and which shall set forth the particulars thereof and contain such other information as may be required by the commission. The attorney general or one of the commissioners may, in like manner, make, sign, and file such complaint.

(b) In connection with the filing of such complaint, the attorney general is authorized to take proof, issue subpoenas and administer oaths in the manner provided in the civil practice law and rules. Any employer whose

employees, or some of them, refuse or threaten to refuse to cooperate with the provisions of this chapter, may file with the commission a verified complaint asking for assistance by conciliation or other remedial action.
II. (a) After the filing of any complaint, one of the commissioners designated by the chair shall make, with the assistance of the commission's staff, prompt investigation in connection therewith; during the course of the investigation, the commission shall encourage the parties to resolve their differences through settlement negotiations; and if such commissioner shall determine after such investigation that probable cause exists for crediting the allegations of the complaint, the commissioner shall immediately endeavor to eliminate the unlawful discriminatory practice complained of by conference, conciliation and persuasion. The members of the commission and its staff shall not disclose what has occurred in the course of such endeavors, provided that the commission may publish the facts in the case of any complaint which has been dismissed, and the terms of conciliation when the complaint has been so disposed of. When the investigating commissioner finds no probable cause to credit the allegations in the complaint, the complaint shall be dismissed, subject to a right of appeal to superior court. To prevail on appeal, the moving party shall establish that the commission decision is unlawful or unreasonable by a clear preponderance of the evidence. The findings of the investigating commissioner upon questions of fact shall be upheld as long as the record contains credible evidence to support them. If it reverses the finding of the investigating commissioner, the superior court shall remand the case for further proceedings in accordance with RSA 354-A:21, II, unless the complainant or respondent elects to proceed with a hearing in superior court pursuant to RSA 354-A:21-a.
(b) In case of failure to eliminate an unlawful discriminatory practice complained of, or in advance thereof, if, in the judgment of the commissioner making the investigation, circumstances so warrant, the commissioner shall cause to be issued and served in the name of the commission, a written notice, together with a copy of such complaint, as the same may have been amended, requiring the person, employer, labor organization or employment agency named in such complaint, hereinafter referred to as respondent, to answer charges of such complaint at a hearing before 3 members of the commission, designated by the chair and sitting as the commission, at a time and place to be fixed by the chair and specified in such notice. The place of any such hearing shall be the office of the commission or such other place as may be designated by it.
(c) The case in support of the complaint may be presented before the commission by the complainant or complainant's representative and the commissioner who shall have previously made the investigation and caused the notice to be issued shall not participate in the hearing except as a witness, nor shall he participate in the subsequent deliberation of the commission in such case; and the aforesaid endeavors at conciliation shall not be received in evidence. The respondent shall file a written verified answer to the complaint and appear at such hearing in person or otherwise, with or without counsel, and submit testimony. The commission or the complainant shall have the power reasonably and fairly to amend any complaint, and the respondent shall have like power to amend his other answer. The commission shall not be bound by the strict rules of evidence prevailing in courts of law or equity. The testimony taken at the hearing shall be under oath and transcribed at the request of any party. The cost of transcription shall be borne by the party requesting the transcript unless the party is indigent, in which case the commission shall pay the cost.
(d) If, upon all the evidence at the hearing, the commission shall find that a respondent has engaged in any unlawful discriminatory practice as defined in this chapter, the commission shall state its findings of fact and shall issue and cause to be served on such respondent an order requiring such respondent to cease and desist from such unlawful discriminatory practice and to take such affirmative action, including, but not limited to, hiring, reinstatement or upgrading of employees, with or without back pay, restoration to membership in any respondent labor organization, or the extension of full, equal and unsegregated accommodations, advantages, facilities and privileges to all persons, as in the judgment of the commission, will effectuate the purpose of this chapter and including a requirement for report of the manner of compliance. Such cease and desist orders for affirmative relief may be issued to operate prospectively. The commission may also order compensatory damages to be paid to the complainant by the respondent and, in order to vindicate the public interest, order the respondent to pay an administrative fine. The administrative fine shall be deposited in the general fund. The amount of the administrative fine shall not exceed:
(1) $10,000 if the respondent has not been adjudged to have committed any prior discriminatory practice in any administrative hearing or civil action.
(2) $25,000 if the respondent has been adjudged to have committed a prior discriminatory practice in any administrative hearing or civil action and the adjudication was made no more than 5 years prior to the date of filing the current charge.

(3) $50,000 if the respondent has been adjudged to have committed 2 or more discriminatory practices in any administrative hearings or civil actions and the adjudications were made during the 7-year period preceding the date of filing of the charge.
(e) When issuing an order awarding back pay, the commission shall calculate the back pay award by determining the amount the complainant would have earned but for the unlawful discriminatory practice. The commission shall subtract from that amount any unemployment compensation or interim earnings received by the complainant for the time period covered by the back pay award.
(f) If upon all the evidence the commission shall find that a respondent has not engaged in any such unlawful discriminatory practice, the commission shall state its findings of fact and shall issue and cause to be served on the complainant an order dismissing the said complaint as to such respondent. A copy of its order shall be delivered in all cases to the attorney general, and such other public officers as the commission deems relevant or proper. The commission shall establish rules of practice to govern, expedite, and effectuate the foregoing procedure and its own actions thereunder.
III. Any complaint filed pursuant to this section by an aggrieved person must be filed within 180 days after the alleged act of discrimination. Any complaint filed pursuant to this section by the attorney general or one of the commissioners must be so filed within 180 days after the alleged unlawful discriminatory practice.
IV. In administering this section, the commission shall be exempt from the provisions of RSA 541-A:29, II, but shall close each case or commence adjudicative proceedings on such case under RSA 354-A:21 within 24 months after the filing date of the complaint.

Source. 1992, 224:1-3. 1994, 251:3; 412:44. 2000, 277:3, 4, 5. 2006, 126:3, 4, eff. July 1, 2006.

Section 354-A:21-a

354-A:21-a Choice of Forum. –
I. Any party alleging to be aggrieved by any practice made unlawful under this chapter may, at the expiration of 180 days after the timely filing of a complaint with the commission, or sooner if the commission assents in writing, but not later than 3 years after the alleged unlawful practice occurred, bring a civil action for damages or injunctive relief or both, in the superior court for the county in which the alleged unlawful practice occurred or in the county of residence of the party. Any party alleged to have committed any practice made unlawful under this chapter may, in any case in which a determination of probable cause has been made by the investigating commissioner, remove said complaint to superior court for trial. A court in cases so removed may award all damages and relief which could have been awarded by the commission, except that in lieu of an administrative fine, enhanced compensatory damages may be awarded when the court finds the respondent's discriminatory conduct to have been taken with willful or reckless disregard of the charging party's rights under this chapter. A superior court trial shall not be available to any party if a hearing before the commission has begun or has concluded pursuant to RSA 354-A:21, II(b), or to a complainant whose charge has been dismissed as lacking in probable cause who has not prevailed on an appeal to superior court pursuant to RSA 354-A:21, II(a). In superior court, either party is entitled to a trial by jury on any issue of fact in an action for damages regardless of whether the complaining party seeks affirmative relief.
II. The charging party shall notify the commission of the filing of any superior court action, and the respondent shall notify the commission of the removal to superior court after a finding of probable cause. After such notice, the commission shall dismiss the complaint without prejudice. A party electing to file a civil action with the superior court under paragraph I shall be barred from bringing any subsequent complaint before the commission based upon the same alleged unlawful discriminatory practice.
III. The commission may, after a finding of probable cause, bring suit in superior court at its own expense on behalf of an aggrieved person in housing discrimination cases.

Source. 2000, 277:6. 2006, 126:5, 6, eff. July 1, 2006.

Section 354-A:22

354-A:22 Judicial Review and Enforcement. –
I. Any complainant, respondent or other person aggrieved by such order of the commission may obtain judicial

review of the order, and the commission or any interested person may obtain an order of court for its enforcement, in a proceeding as provided in this section. Such proceeding shall be brought in the superior court of the state within any county in which the unlawful practice which is the subject of the commission's order occurs or in which any person required in the order to cease and desist from an unlawful practice or to take other affirmative action resides or transacts business.

II. Such proceeding shall be initiated by the filing of a petition in such court, together with a written transcript of the record upon the hearing before the commission in the case of a petition for judicial review, and issuance and service of a summons as in proceedings in equity. The court shall have power to grant such temporary relief or restraining order as it deems just and proper, and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript an order or decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the commission, with full power to issue injunctions against any respondent and to punish for contempt of court. No objection that has not been urged before the commission shall be considered by the court, unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances. In petitions to enforce commission orders, the court may, in its discretion, award the complaining party reasonable attorney's fees and costs.

III. Any party may move the court to remit the case to the commission in the interests of justice for the purpose of adducing additional specified and material evidence and seeking findings thereon, or in the alternative to move the court to accept such additional evidence itself, provided he shows reasonable grounds for the failure to adduce such evidence before the commission. The superior court shall have the authority to make all rulings of law, findings of fact and determinations of damages and fines, if any, notwithstanding any such rulings, findings or determinations made by the commission. All such proceedings shall be heard and determined by the court as expeditiously as possible and shall take precedence over all other matters before it, except matters of like nature. The jurisdiction of the superior court shall be exclusive and its final order or decree shall be subject to review by the supreme court in the same manner and form and with the same effect as in appeals from a final order or decree in proceedings in equity.

IV. The commission's copy of the testimony shall be available at all reasonable times to all parties for examination and for the purposes of judicial review of the order of the commission. The review shall be heard on the record without requirement of printing. The commission may appear in court by one of its attorneys. A proceeding under this section when instituted by any complainant, respondent or other person aggrieved must be instituted within 30 days after the service of the order of the commission.

V. If the complainant brings an action in federal court arising out of the same claims of discrimination which formed the basis of an order or decision of the commission, such order or decision shall be vacated and any appeal therefrom pending in any state court shall be dismissed.

Source. 1992, 224:1, 4, 5. 2000, 277:7, eff. June 16, 2000. 2014, 204:12, eff. July 11, 2014.

Miscellaneous Provisions

Section 354-A:23

354-A:23 Posting of Commission Notices. – Every person, employer, employment agency, labor union, real estate agency and rental office subject to this chapter shall post in a conspicuous place or places on his premises a notice to be prepared or approved by the commission, which shall set forth excerpts of this chapter and such other relevant information which the commission deems necessary to explain the chapter. Any employer, employment agency, real estate agency, rental office or labor union refusing to comply with the provisions of this section shall be guilty of a violation if a natural person, or guilty of a misdemeanor if any other person.

Source. 1992, 224:1, eff. May 13, 1992.

Section 354-A:24

354-A:24 Criminal Penalty. – Any person, employer, labor organization or employment agency, who or which shall willfully resist, prevent, impede or interfere with the commission or any of its members or

representatives in the performance of duty under RSA 354-A, or shall willfully violate an order of the commission, shall be guilty of a misdemeanor if a natural person, or guilty of a felony if any other person. Procedure for the review of the order shall not be deemed to be such willful conduct.

Source. 1992, 224:1, eff. May 13, 1992.

Section 354-A:25

354-A:25 Construction. – No provision of this chapter shall be deemed to supersede any other provision of law for the protection of minors or for the regulation of the employment of minors. The provisions of this chapter shall be construed liberally for the accomplishment of the purposes thereof. Nothing contained in this chapter shall be deemed to repeal any of the provisions of the civil rights law or any other law of this state relating to discrimination because of age, sex, gender identity, race, creed, color, marital status, physical or mental disability or national origin; but, as to acts declared unlawful by this chapter the procedure provided in this chapter shall, while pending, be exclusive and the final determination therein shall exclude any other action, civil or criminal, based on the same grievance of the individual concerned. If such individual institutes any action based on such grievance without resorting to the procedure provided in this chapter, such person may not subsequently resort to the procedure in this chapter, provided, however, that nothing in this section shall prevent any individual from applying for or receiving unemployment compensation while the procedure provided for in this chapter is pending or after the procedure provided in this chapter has been concluded. This section shall not prevent the commission for human rights from investigating and acting upon a complaint of discrimination when the complainant has also filed a claim for unemployment compensation in which the issue of illegal discrimination is raised.

Source. 1992, 224:1, eff. May 13, 1992. 2018, 176:10, eff. July 8, 2018.

Section 354-A:26

354-A:26 Severability. – If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the chapter which can be given effect without the invalid provisions or applications, and to this end the provisions of this chapter are severable.

Source. 1992, 224:1, eff. May 13, 1992.

Opportunity for Public Education Without Discrimination a Civil Right

Section 354-A:27

354-A:27 Opportunity for Public Education Without Discrimination a Civil Right. – No person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination in public schools because of their age, sex, gender identity, sexual orientation, race, color, marital status, familial status, disability, religion or national origin, all as defined in this chapter.

Source. 2019, 282:2, eff. Sept. 17, 2019.

Section 354-A:28

354-A:28 Procedure on Public School Complaints. –

I. Any person claiming to be aggrieved by a discriminatory practice prohibited under RSA 354-A:27 may initiate a civil action in superior court against a school or school district for legal or equitable relief, or file a complaint

with the commission as provided in RSA 354-A:21. The attorney general may also initiate such a civil action in superior court or by complaint with the commission.
II. Any complaint filed with the commission pursuant to paragraph I shall comply with and be subject to the procedures outlined in this chapter, with the exception that such complaints may be removed to superior court at any time in compliance with RSA 508:4.

Source. 2019, 282:2, eff. Sept. 17, 2019.

Right to Freedom from Discrimination in Public Workplaces and Education

Section 354-A:29

354-A:29 Right to Freedom from Discrimination in Public Workplaces and Education. –
I. The general court hereby finds and declares that practices of discrimination against any New Hampshire inhabitants because of age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin are a matter of state concern, that discrimination based on these characteristics not only threatens the rights and proper privileges of New Hampshire inhabitants but menaces the institutions and foundation of a free democratic state and threatens the peace, order, health, safety and general welfare of the state and its inhabitants.
II. Nothing in this subdivision shall be construed to prohibit racial, sexual, religious, or other workplace sensitivity training based on the inherent humanity and equality of all persons and the ideal that all persons are entitled to be treated with equality, dignity, and respect.
III. Nothing in this subdivision shall be construed to limit the academic freedom of faculty members of the university system of New Hampshire and the community college system of New Hampshire to conduct research, publish, lecture, or teach in the academic setting.

Source. 2021, 91:297, eff. June 25, 2021.

Section 354-A:30

354-A:30 Definitions. –
In this subdivision:
I. "Government program" means any activity undertaken by a public employer, both as an employer and in performance of its government function.
II. "Public employee" means any person working on a full-time or part-time basis for the state, or any subdivision thereof, including, but not limited to counties, cities, towns, precincts, water districts, school districts, school administrative units, or quasi-public entities.
III. "Public employer" includes the state or any subdivision thereof, including, but not limited to counties, cities, towns, precincts, water districts, school districts, school administrative units, or quasi-public entities.

Source. 2021, 91:297, eff. June 25, 2021.

Section 354-A:31

354-A:31 Prohibition on Public Employers. –
No public employer, either directly or through the use of an outside contractor, shall teach, advocate, instruct, or train any employee, student, service recipient, contractor, staff member, inmate, or any other individual or group, any one or more of the following:
I. That people of one age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin, are inherently superior or inferior to people of another age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or

physical disability, religion, or national origin;
II. That an individual, by virtue of his or her age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
III. That an individual should be discriminated against or receive adverse treatment solely or partly because of his or her age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin; or
IV. That people of one age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin cannot and should not attempt to treat others equally and/or without regard to age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin.

Source. 2021, 91:297, eff. June 25, 2021.

Section 354-A:32

354-A:32 Prohibition on the Content of Government Programs and Speech. –
No government program shall teach, advocate, or advance any one or more of the following:
I. That people of one age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin are inherently superior or inferior to people of another age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin;
II. That an individual, by virtue of his or her age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
III. That an individual should be discriminated against or receive adverse treatment solely or partly because of his or her age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin; or
IV. That people of one age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin cannot and should not attempt to treat others equally and/or without regard to age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin.

Source. 2021, 91:297, eff. June 25, 2021.

Section 354-A:33

354-A:33 Protection for Public Employees. –
No public employee shall be subject to any adverse employment action, warning, or discipline of any kind for refusing to participate in any training, program, or other activity at which a public employer or government program advocates, trains, teaches, instructs, or compels participants to express belief in, or support for, any one or more of the following:
I. That people of one age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin are inherently superior or inferior to people of another age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin;
II. That an individual, by virtue of his or her age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
III. That an individual should be discriminated against or receive adverse treatment solely or partly because of his or her age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin; or
IV. That people of one age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin cannot and should not attempt to treat others

equally and/or without regard to age, sex, gender identity, sexual orientation, race, creed, color, marital status, familial status, mental or physical disability, religion, or national origin.

Source. 2021, 91:297, eff. June 25, 2021.

Section 354-A:34

354-A:34 Remedies. – Any person aggrieved by an act made unlawful under this subdivision may pursue all of the remedies available under RSA 354-A, RSA 491, RSA 275-E, or RSA 98-E, or any other applicable common law or statutory cause of action.

Source. 2021, 91:297, eff. June 25, 2021.

Definition of Antisemitism in Anti-Discrimination Laws

Section 354-A:35

354-A:35 Definition of Antisemitism. – For purposes of this subdivision, the term "antisemitism" means the definition of antisemitism adopted on May 26, 2016, by the International Holocaust Remembrance Alliance (IHRA), including the examples of antisemitism set forth therein, and incorporated by reference in Presidential Executive Order Number 13899, 84 F.R. 68779, December 11, 2019.

Source. 2024, 359:2, eff. Jan. 1, 2025.

Section 354-A:36

354-A:36 Rule of Construction for Anti-discrimination Laws. –

I. In reviewing, investigating, or determining whether there has been a violation of this chapter, RSA 651:6, I(f), or any law or regulation in the state of New Hampshire that prohibits discrimination on the basis of race, religion, creed, or national origin, and there is an allegation that the discriminatory conduct or practice targeted a group or an individual based on any actual or perceived connection to any aspect of Jewish identity, the relevant authorities charged with enforcing the relevant anti-discrimination statutes shall take into consideration the definition of antisemitism as part of the assessment of whether the alleged unlawful conduct or practice was motivated by antisemitic intent.

Source. 2024, 359:2, eff. Jan. 1, 2025.

Section 354-A:37

354-A:37 Applicability. –

I. Nothing in this subdivision shall be construed to diminish or infringe upon any right protected under the First Amendment to the United States Constitution or Pt. I, Art. 22 of the constitution of the state of New Hampshire.
II. Nothing in this subdivision shall be construed to diminish or infringe upon an individual's right to engage in legally protected conduct or expressive activity pertaining to any matter of United States foreign policy or international affairs.
III. Nothing in this subdivision shall be construed to conflict with local, federal, or state discrimination laws.
IV. Nothing in this subdivision shall be construed to alter the evidentiary requirements pursuant to which an agency or department makes a determination that conduct, including harassment, amounts to actionable discrimination, or to diminish or infringe upon the rights protected under any other provision of law.
V. Nothing in this subdivision shall be construed to impair or otherwise affect the authority granted by law to a department or agency.
VI. This subdivision is not intended to and does not create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the state, its departments, agencies, or entities, its officers,

employees, or agents.

Source. 2024, 359:2, eff. Jan. 1, 2025.

Section 354-A:38

354-A:38 Departmental Compliance. – For the purposes of complying with this subdivision, with regard to any governmental anti-discrimination training, education, or monitoring requirements enforcing anti-discrimination laws that protect against discrimination on the basis of race, religion, or national origin, the heads of each agency or department shall include the definition of antisemitism in all relevant materials and modules dealing with discrimination and tolerance on the basis of race, religion, or national origin.

Source. 2024, 359:2, eff. Jan. 1, 2025.

From: noreply@lighthouse-services.com
Sent: Tuesday, January 6, 2026 1:16 PM
To: Elizabeth A. Bailey
Subject: Mitratech Syntrio - New Incident Report (Case Number: 2000528691) - HR

Mitratech Syntrio

New Incident Report

This is an automated message from Mitratech Syntrio Case Management System (CMS).

As a designated recipient has been named in the below report, per instructions, the report is only being sent to EBailey@sheehan.com and will be withheld from the Case Management System.

Date/Time: 01/06/2026 - 12:07 pm (GMT-05:00) Eastern Time (US & Canada)

Incident Number: 2000528691

The following report was submitted from our web site. We have restricted editing to the complainant's contact information if they indicated a desire to remain anonymous.

_____

Company Name:

Town of Londonderry, NH

Works for Company: Yes

What is your relationship to the organization/entity/company?

What is the name of the location you are reporting?

Londonderry Town Hall

What is the address/exact location?

Londonderry, New Hampshire

Who are the individuals involved in this activity?

Town Manager Mulholland

When did the incident occur?

Multiple internal staff meetings

Did the incident occur more than once? Yes

If so, how many times?

multiple employee meetings

What type of incident would you like to report?

Hostile Work Environment

What would you like to report?

During multiple staff and employee only meetings the Town Manager has invited Dan Bouchard a member of the Town Council. Never in my tenue has a Councilor participated in the daily operational meeting of the town hall. This has created a hostile work environment. Its obvious this is being done to intimidate the employees. This Town manager has rewarded those who fall in line and agreed with him with huge wage increases of Thousands of dollars. Bouchard attends the meetings with the Town Manager and backs up every word he says in an effort to silence the employees. If you speak your mind you are shunned by others, the Town Manager talks behind your back and certainly no big increases for you. Then you watch the the Town Council meeting and you all do nothing. If you not among the blessed by the Town Manager its made clear its time for you to move on. The Town Charter calls for no interference then you see Bouchard working with the Town Manager to silence, intimidate and bully

those of us who dare oppose there plan. This was a good place to work its being destroyed please do something.

Was someone from management involved in the incident? Yes

If so, who?

Town Manager, if you say anything you will get fired that is the new londonderry

Has the incident been reported to anyone in the organization/entity/company? No

If so, who?

Has the incident been reported to anyone outside the organization/entity/company? No

If so, who?

Were there any witnesses? Yes

If so, who?

All of the staff and the community is seeing this behavior, tow the line get a big raise

Would you be willing to anonymously assist further if asked? No

Do you give permission to share your contact

information with the organization/entity/company (waive your anonymity)? Not Selected

Do you have files to upload to support your report? No

Provided PIN (Dialog enabled in the CMS): Yes

NOTICE:

- Valuable best-practice resources - videos and documents - are available in the Syntrio Engage employee experience platform. Contact Customer Success for your user account.
- This report has been uploaded to the Case Management System (CMS), where you can document your investigative activities and outcomes.
- YOU ARE ENCOURAGED NOT TO RESPOND TO THIS EMAIL. Communication with a reporter or Company should be input in the CMS using the dialog feature.
- Providing proactive and timely feedback to reporters who respond YES to "Provided PIN (Dialog enabled in CMS)" is important.
- If you do not have access to the CMS, contact your hotline program administrator.

MITRATECH

13301 Galleria Circle, Building B, STE 200, Bee Cave, Texas 78738, US

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Jessica Bellemore

From: noreply@lighthouse-services.com
Sent: Monday, March 30, 2026 2:37 PM
To: Elizabeth A. Bailey
Subject: Mitratech Ethics Hotline - New Incident Report (Case Number: 2000563733) - HR

Mitratech Ethics Hotline

New Incident Report

This is an automated message from Mitratech Ethics Hotline Case Management System (CMS).

As a designated recipient has been named in the below report, per instructions, the report is only being sent to the other recipients and will be Restricted from the named recipient in the Case Management System.

Date/Time: 03/30/2026 - 10:01 am (GMT-05:00) Eastern Time (US & Canada)

Incident Number: 2000563733

The following report was submitted from our web site. We have restricted editing to the complainant's contact information if they indicated a desire to remain anonymous.

Company Name:
Town of Londonderry, NH

Works for Company: Yes

What is your relationship to the organization/entity/company?

What is the name of the location you are reporting?
Londonderry Town Hall

What is the address/exact location?
Londonderry, New Hampshire

Who are the individuals involved in this activity?
Town Manager

When did the incident occur?
Everyday watch the Town Council meeting on March 16.2026. The Manager's behavior is what we get everyday.
Harassment, bullying, and intimidation
Constant hostility, humiliation, and verbal abuse, made to feel stupid if you don't agree with the manager

Did the incident occur more than once? Yes
If so, how many times?
Multiple times a week, we dread Mondays, no one is happy, we live in fear of being fired that is the new culture

What type of incident would you like to report?
Hostile Work Environment

What would you like to report?
Everyone knows an investigation is happening, it's oblivious that Town Manager is working to influence the outcome.
Many people are talking about quitting, early retirement or a new job. In less than a year this person has created the worst workplace in the state.
Watch the City Council meeting in Lebanon, read the Facebook pages (example Lebanon NH Tax Reform) a few more exist. Talk to the employees we have and now know what's coming. Why didn't you do a background check?

Retaliation (We live in fear everyday.) This man lies to people's faces and changes responses based on who is in front of him.

Reporting harassment, Hostile
Filing a complaint with HR (Worthless)
Participating in an investigation (its made clear I will know what you say)
Whistleblowing (No promise of protection)
Requesting accommodations (His few favorites are taken care of and you have to be really careful what is said it all gets back to the Town Manager)

All of the above apply. This Town Manager keeps claiming things are illegal. All of policies are centered on consolidating all authority with him only. Authoritarian leader is one that emphasizes strict control, obedience to authority, I am in charge and you will comply. All Power concentrated in one person, and people are expected to follow rules without much input or opposition. This type of person only hires weaker people who will comply. The leader also tries to buy loyalty, if that doesn't work he moves to create an atmosphere that results in them leaving the town. Welcome to the New Londonderry.

For example: Only his point of view is valid. The Town Manager made a presentation of half truths during the March 16th Town Council meeting accusing a Town Council member calling him a liar. This is how he treats the people he works for that's a small sample of what we deal with everyday. Twisting the truth. Making the information fit a narrative.
Why are you letting this happen. We all have families to support. Did you see what happen at the Library we are going down the same path. Do something. The only corruption we have is happening at the top of the house. At the March 16th meeting the Town Manager stated he wants this system to root out government corruption. Shaun Mulholland needs to be dealt with immediately stop dragging your feet. The damage get worst everyday. He yelled at and embarrassed the elected people of this town after Dunn and Combes won by over 1000 votes he has no respect for the Town Council he thinks you work for him.

Was someone from management involved in the incident? Yes
If so, who?
Members of the Town Council Bouchard(almost daily) and Paul(1-2 times a week) they appear to support this behavior.

Has the incident been reported to anyone in the organization/entity/company? Yes
If so, who?
The Town Council

Has the incident been reported to anyone outside the organization/entity/company? Yes
If so, who?
Multiple conversations are happening across all of the Unions

Were there any witnesses? Yes
If so, who?
Speak with the staff protect them from any back lash. The Town Manager made a presentation of half truths during the March 16th Town Council meeting accusing a Town Council member calling him a liar. This is how he treats the people he works for that's a small sample of what we deal with everyday.

Would you be willing to anonymously assist further if asked? No

Do you give permission to share your contact information with the organization/entity/company (waive your anonymity)? Not Selected

Do you have files to upload to support your report? No

Provided PIN (Dialog enabled in the CMS): Yes

NOTICE:

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Elizabeth A. Bailey

From: Eric A. Maher <emaher@dtclawyers.com>
Sent: Monday, June 22, 2026 12:22 PM
To: Elizabeth A. Bailey
Subject: Londonderry Complaint - Number 2000528691 - Privileged and Confidential
Attachments: 2026 06 22 Letter Elizabeth Bailey Esq. re Review of Ethics Complaint w exhibits.pdf

Good Afternoon Attorney Bailey:

Attached please find the Full Investigative Report into Complaint 2000528691.

Please let me know if you have any questions.

All the best,

Eric

Eric Maher
Donahue, Tucker, & Ciandella, PLLC
111 Maplewood Avenue, Suite D
Portsmouth, New Hampshire 03801
emaher@dtclawyers.com
603-778-0686

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Dedicated to Clients

CELEBRATING OVER 30 YEARS OF SERVICE TO OUR CLIENTS

PLEASE RESPOND TO THE PORTSMOUTH OFFICE
PRIVILEGED AND CONFIDENTIAL

VIA EMAIL ONLY
Elizabeth Bailey, Esq.
Sheehan Phinney
1000 Elm Street, 17th Floor
Manchester, NH 03101

June 22, 2026

Re: Anonymous – Ethics Complaint Number 2000528691
Subject: Investigation Report

Dear Attorney Bailey:

The purpose of this report ("the Report") is to provide a report on an anonymous complaint, assigned Incident Number 2000528691 and dated January 6, 2026 ("the Complaint") against Town Manager Shaun Mulholland ("Mulholland") and implicating Town Councilor Daniel Bouchard ("Bouchard"). I was retained by you, in your capacity as Town Counsel, to perform an investigation into the allegations in the Complaint.

I. Executive Summary

This Report addresses the Complaint. The Complaint alleges that Bouchard improperly participated in Town staff matters, that Mulholland used Bouchard's presence to intimidate employees, that Mulholland created a hostile work environment, and that Mulholland rewarded favored employees with significant wage increases while treating others adversely.

The investigation included review of the Complaint, Town calendar information, compensation records for non-bargaining unit employees, relevant Town Charter and policy provisions, and other documentary materials identified in the Report. The investigation also included interviews of Town officials, department heads, employees, and the subjects of the Complaint. Based on that review, the evidence did not substantiate the allegations set forth in the Complaint.

First, the evidence did not establish that Bouchard attended regular staff meetings or otherwise improperly interfered in Town administration. Instead, the evidence showed that Bouchard attended two issue-specific working groups – the Traffic Management Working Group and the ECC Working Group – and that his participation in those settings was limited and within the permissible confines with the Town Charter. Witness accounts did not show that Bouchard directed employees, interfered with administrative duties, or otherwise engaged in conduct constituting a violation of the Town Charter.

Second, the evidence did not substantiate the allegation that Mulholland used Bouchard to intimidate employees. While certain witnesses described tension surrounding the ECC Working Group specifically and criticized Mulholland's management style as direct, rigid, and/or demanding, the investigation did not reveal evidence that Bouchard's attendance was intended to silence employees or that employees were prevented from voicing concerns because of his presence. To the contrary, the record reflects that employees did voice disagreement regarding the subjects of the ECC Working Group and that the proposal was later put on hold when cost and feasibility concerns were developed.

Third, the evidence did not substantiate that Mulholland created a hostile work environment as that term is legally defined nor under the Town's policies. Although some witnesses expressed concern with Mulholland's management style, communication, and pace, the investigation did not reveal conduct directed at employees on the basis of any protected status, nor did it reveal corroborated evidence of threats, retaliation, or other conduct sufficient to support the allegations in the Complaint.

Fourth, the evidence did not substantiate the allegation that Mulholland rewarded employees who agreed with him by granting improper wage increases. The compensation information reviewed reflects that wage adjustments to certain non-bargaining unit employees were tied to market-based concerns, changed responsibilities, or related compensation issues, rather than favoritism. The timing of those adjustments—shortly after the beginning of Mulholland's tenure—also did not support a conclusion that they resulted from developed personal loyalty or favoritism.

In sum, while the investigation identified differing views among employees regarding Mulholland's management style and the pace of organizational change, the available evidence did not substantiate the misconduct alleged in the Complaint. The more persuasive evidence showed that the principal disputes reflected disagreement over management approach, policy direction, and workplace change rather than Charter violations, unlawful hostility, or favoritism in compensation. This Report does not comment on Mulholland's management style, the wisdom of any proposed initiative, or the reasonableness of Mulholland's expectations. I make no comment on such matters and such commentary is beyond the scope of this investigation.

II. The Complaint

The Complaint was filed anonymously through the Town's online complaint portal. The Complaint states as follows:

> During multiple staff and employee only meetings the Town Manager has invited Dan Bouchard a member of the Town Council. Never in my tenue [sic] has a Councilor participated in the daily operational meeting of the town hall. This has created a hostile work environment. Its [sic] obvious this is being done to intimidate the employees. This Town manager has rewarded those who fall in line and agreed with him with huge wage increases of Thousands of dollars. Bouchard attends the meetings with the Town Manager and backs up every word he says in an effort to silence the employees. If you speak your mind you are shunned by others, the Town Manager talks behind your back and certainly no big increases for you. Then you watch the [sic] Town Council meeting and you all do nothing. If you [sic] not among the blessed by the Town Manager its [sic] made clear its [sic] time for you to move on. The Town Charter calls for no interference then you see Bouchard working with the Town Manager to silence, intimidate and bully those of us who dare oppose there [sic] plan. This was a good place to work its [sic] being destroyed please do something.

Broken down into discrete allegations, I have identified the Complaint as alleging the following misconduct:

A. Mulholland violated the Town Charter by inviting Bouchard to attend staff meetings.
B. Mulholland sought to use Bouchard as a means by which to intimidate employees.
C. Bouchard improperly interfered in Town operations in violation of the Town Charter.
D. In doing so, Mulholland created a hostile work environment.
E. Mulholland has inappropriately rewarded employees who agrees with him with raises and has not provided those raises to other employees.
F. Mulholland shuns or talks behind the back of employees.

A full copy of the Complaint is attached as **Exhibit 1**.

III. Factual Background and Investigation Process

Bouchard is a former employee of the Town of Londonderry having previously worked as a law enforcement officer for 28 years. On March 11, 2025, Bouchard was elected to the Londonderry Town Council ("Council").

Mulholland was hired by the Londonderry Town Council in February of 2025 as the Town Manager, with a start date of June 2, 2025. Prior to Mr. Mulholland, the Town was managed on an interim basis by Recreation Director Art Psaledas and Police Chief Kim Bernard. Prior to Bernard and Psaledas, the last three Town Managers were Michael Maligutti, Kevin Smith, and David Caron, in order of most-recent to least-recent.

While anonymous and stated in general terms, the Complaint makes two verifiable allegations. First, that Bouchard attended staff meetings, and second that Mulholland provided raises to employees. To ascertain what meetings Bouchard attended, I asked for calendar documentation reflecting meetings that Bouchard attended that involved staff. There is no record reflecting that Bouchard attended regular staff meetings, i.e. monthly department-head meetings conducted by Mulholland. All department heads interviewed reported that Bouchard had not attended any regular department head meetings. Rather, records reflect that Bouchard attended meetings of two distinct entities: the Traffic Management Working Group and the ECC Working Group. As the Complaint alleged interference with Town operations by and through Bouchard's attendance at these working groups, the investigation focused on meetings of those two groups. A schedule of when those two groups met in relation to the filing of the Complaint is attached as **Exhibit 2**.

With regard to the second verifiable fact, I sought to analyze those circumstances in which Mulholland granted raises to employees. As the Complaint alleges that Mulholland issued raises due to favoritism, I sought to understand which employees could have received discretionary wage increases. Those employees that could have received discretionary wage increases were those that were not subject to a collective bargaining agreement. I asked for and received a statement of non-bargaining unit Town employees and the wage adjustments that had been made for each of those employees since the start of Mr. Mulholland's tenure. That statement is attached as **Exhibit 3**.

Those employees include, among others:

- Deputy Town Manager/Economic Development Director Kellie Caron;
- Executive Assistant Tanya Pinter;
- Human Resources Director Tara Koza;
- Human Resources Administrator Cherie Fuller;
- Controller Sarah Jardim-Lee;
- Director of Finance and Administration Justin Campo;
- Director of Engineering & Environmental Services John Trottier;
- Prosecutor Alyssa Kuehne; and
- Prosecutor Katherine Muzzy.

Prior to interviewing Town staff, I received and reviewed the most recent performance evaluations of those employees. Copies of these performance evaluations are not attached to this Report but are retained in my work file. With limited exception, the performance evaluations provided predate

Mulholland's tenure and were conducted during the tenure of Interim Town Manager Bernard and former Town Manager Mike Maligutti. The performance evaluations reviewed can be characterized as favorable and complimentary. Prior evaluators consistently recommended the full merit increases for the above-referenced employees. The purpose of this exercise was to ascertain whether the assessment of these employees changed based on who acted as Town Manager, which may corroborate or indicate that Mulholland was treating employees differently or rewarding those who agreed with him. However, a review of these records did not corroborate the allegations in the Complaint.

Thereafter, I scheduled interviews with various Town employees and officials. Below is a summary of those interviews. Unless indicated below, interviews were audio recorded with the permission of the interviewee. Audio recordings have been retained in my work file.

All employees interviewed were given the following instructions:

(a) answer questions truthfully, honestly, accurately, and to the best of the interviewee's ability;
(b) speak from personal knowledge without speculation unless I expressly ask for speculation;
(c) if the interviewee does not understand my question, please say so;
(d) if the interviewee does not know the answer, please say "I don't know";
(e) if the interviewee cannot hear me, please say so;
(f) if the interviewee needs to take a break, please say so, provided that if a question has been asked the answer should be finished before taking a break;
(g) (g) due to the sensitivity of the matter, the contents of the Complaint and the topics discussed during the interview should be kept confidential during the pendency of the investigation; and
(h) retaliation is strictly prohibited, if an employee believes that they have experienced an adverse impact due to their participation in the investigation or any answers given during the investigation, they should report that issue to either Town Counsel Bailey or to me (so that I may report it to Attorney Bailey).

Those employees that had Union Representatives attend were informed that Union Representatives could not answer questions on behalf of witnesses and could only interject if the questions exceeded beyond the scope of the investigation.

Initial Phone Call with Shaun Mulholland

On January 26, 2026, I spoke via telephone with Mulholland. While it was not my preferred practice to interview the subject of a complaint at the outset, the anonymous nature of the complaint and the general nature of the allegations required me to seek information from one of the few individuals identified in the Complaint, who was Mulholland. The purpose of the interview, therefore, was for general information gathering. The phone call was not recorded.

I started the call by identifying the reason for the phone call and the nature of the Complaint against Mulholland. I asked Mr. Mulholland which staff meetings Bouchard had attended. Mulholland identified that Bouchard attended the Traffic Management Working Group and the ECC Working Group. I asked Mr. Mulholland if there any minutes related to those working groups, and Mulholland responded that there were no minutes.

Mulholland explained that the Traffic Management Working Group was an offshoot of the Town's Traffic Safety Committee, on which Bouchard was the Council-appointed liaison. Mulholland identified that the ECC Working Group was created to consider the consolidation of Police and Fire Dispatch systems. Bouchard was allowed by Mulholland to attend ECC Working Group meetings for the purpose of listening but not actively participating.

I asked Mulholland if he had any ideas as to who may have filed the Complaint. Mulholland identified that he had suspicions and believed that the former acting Fire Chief Fred Heinrich ("Heinrich") may have or Director of Engineering John Trottier ("Trottier").

I asked Mr. Mulholland to identify those employees that were not represented by bargaining units in the Town. Mulholland identified the employees. I asked Mr. Mulholland about the analysis that was done to make wage adjustments. Mulholland identified that the intent was to make initial wage adjustments to bring the compensation of non-bargaining unit employees to within the 60th percentile for their respective positions in the market. I asked Mulholland to provide information related to those wage adjustments, which he agreed to do.

Phone Call with Councilor Shawn Faber ("Faber")

Following phone call with Mulholland, I was informed by Attorney Bailey that Town Councilors Ron Dunn ("Dunn") and Faber wished to speak with me regarding information which may be informative to my investigation of the Complaint. On February 25, 2026, I spoke on the telephone with Faber. I was unable to record the phone call due to the manner in which I was speaking with Faber.

Faber reported that Bouchard is "always with Shawn" and that there is a joke within the Town Hall that Bouchard is the "junior town manager." Faber alleged that Bouchard is at the Town Hall two to three times per week.

As it relates to Mulholland, Faber reports that he is concerned because Mulholland is "really aggressive" and frequently emphasizes consequences if things are done to Mulholland's liking. Per Faber, the situation was starting to become a "hostile workspace" and that Mulholland's management style goes beyond what is typical.

When I asked for specifics, Faber reported his concern regarding confidentiality and the protection of reporting employees. I asked which departments may have information to corroborate his statements. Faber reported that I should speak to Chief Bernard or to the DPW. I asked Faber for specifics. Faber responded that he almost never meets with Mulholland without another person present and that he often meets with Mulholland with Dunn. Faber reports that Mulholland tries to "divide and conquer" and that he threatens to "blow up elections" and advises against "going against me on this."

I explained the standard for hostile work environments and asked if Faber could provide specifics related to that standard. Faber responded that Bouchard had attended the ECC Working Group and Traffic Management Working Group but could not identify specifics. Faber reported that the Police Department would have the most concrete information because Faber is not frequently at town hall and, therefore, has not personally observed events supporting the Complaint. When asked about specific instances in which Mulholland has created a hostile work environment or violated Standards of Conduct, Faber reported that Mulholland speaks poorly about opponents but could not identify instances in which Mulholland spoke negatively about any employees.

Interview of Tara Koza ("Koza")

On March 6, 2026, I interviewed Tara Koza via virtual platform. Koza is the Human Resources Director for the Town. Koza has held that position since 2023. Koza provided a history of the position of Town Manager for the Town of Londonderry. She reported that prior to Mulholland, Bernard was Acting Town Manager. Prior to Bernard, the position of Acting Town Manager was Recreation Director Art Salidas, and prior to Ms. Salidas, the town manager was Mike Malaguti, who left in November December of 2024. Mr. Malaguti had been the Town Manager for approximately two years and prior to that was a prosecutor in the Police Department. Kevin Smith was the Town Manager prior to Mr. Malaguti.

Prior to working in Londonderry, Koza had not worked in municipal government but had worked as a human resources contractor. I asked Koza how the wage increases were reached for non-bargaining unit employees. Koza identified that there were two distinct reasons for the wage increases reflected in Exhibit 3. One was merit, which was tied to the performance of staff and were limited to 2.5% per year per Town policy. Merit-based increases were typically issued on the anniversary date of hire.

Koza identified that market adjustments were identified. She reports that once market adjustments were deemed necessary for non-bargaining unit employees, the wages were uniformly adjusted in an amount of $10,000 per year. I asked Koza who performed the analysis. Koza reported that she performed the market analysis. Once it was determined that a position needed to have a market adjustment, Mulholland decided to apply a uniform market adjustment for all non-bargaining unit employees. Koza reported that, initially, she was not selected as an employee to

receive a market adjustment. Koza reported that she believed that she too was not being paid in accordance with the market and, in response to be informed that she would not receive a market adjustment, approached Mulholland with information to support her assertion. Koza states that Mulholland considered her information and ultimately agreed with her and provided Koza with a market adjustment.

I asked Koza for more specifics related to how those adjustments were established. She reported that Mulholland identified in the summer his belief that certain employees were being underpaid. Mulholland gave Koza a directive to study the market rates of pay for certain Town staff. Koza identified that the general sentiment was that most employees were deserving of a market-based adjustment but that there were limitations as to the ability to adjust non-bargaining unit positions.

I asked Koza about Mulholland's management style. Koza reports that Mulholland emphasizes feedback. He conducts biweekly department head meetings. When asked if there has been any department that has been the subject of heightened discussion with Muholland, Koza responded that the Fire Department was a topic of regular discussion due to it being in a state of transition, due to recent changes in the Fire Chief. Koza also identified that Mulholland has worked significantly with the Department of Public Works.

Given that Faber and Mulholland identified that the Department of Public Works specifically as a potential source of the complaint, I asked Koza about her knowledge of Mulholland's relationship with Trottier. Koza identified that Mulholland restructured the Department of Public Works by placing Mr. Trottier under Department of Public Works Director Dave Wholley.

I asked Koza if she had observed Mulholland speak negatively about any employee. Koza reported that she has not observed anything and has received no complaints. Koza identified that she believes that the Complaint may be the product of the history of uncertainty as it relates to the Town Manager position. She reported that in a short period of time, there have been four separate individuals in the position of Town Manager: Mr. Malaguti, Mr. Salidas, Bernard, and then Mulholland. She reports that Mulholland is different in management style from other town managers. She states that Mulholland has been proactive with regard to establishing new policies and sending those policies to department heads to the point where people may have been "bogged down." She does not believe, however, that Mulholland's actions have been inappropriate. When asked if Mulholland is stricter than prior Town Managers, Koza disagreed and stated that he is "better informed" and therefore is doing things differently than how they may have been done in the past.

I asked Koza about Bouchard. Koza responded that she does not see him frequently and that she has seen everyone in the Town Manager's suite "almost on an equal basis but not often." Koza responded that she does not see Bouchard any more than anyone else. Koza reports that

department heads hold a monthly meeting in the Moose Hall Chambers, but she has never seen a Councilor attend such a meeting.

Koza as the Human Resources Director has not received a complaint of hostile work environment. Koza denied ever hearing Mulholland speak negatively about an employee behind their back and denied seeing Mulholland shun another employee. I asked Koza if she feels capable of speaking her mind with Mulholland to which she felt that she could and that she has never felt shunned because of it. Koza reports that Mulholland welcomes others to provide feedback. Koza responded that she has never seen Mulholland lose his temper, have a heated exchange with another person, or have an argument with another employee.

I asked Koza about any departures on town staff during Mulholland's tenure. Koza responded that she could not recall any resignations amongst employees working in the Town Hall and noted that there were no resignations or departures other than in the ordinary course.

Interview of Cherie Fuller

On March 6, 2026, I interviewed Cherie Fuller ("Fuller") in the Merrill Room of the Londonderry Town Hall. Fuller is the Town's Human Resources Administrator. She has worked for the Town for approximately 5 years. She started with the Town as an Assistant Town Clerk/Deputy Tax Collector, then moved on to Benefits Administrator, and was promoted in 2024 by Koza and Maligutti into her current position. As part of her duties, Fuller is responsible for administering payroll, including changes in compensation amounts.

Fuller was one of the employees who received a wage adjustment in the fall of 2025. I asked Fuller how she learned that her compensation would increase. Fuller stated that she received an email from Koza that her compensation was going to increase $7,000.00, which was a surprise to her. She reported that she then received an additional $3,000.00 increase, which was consistent with what other employees received. I asked Fuller if she was aware of how that compensation adjustment was determined. She said that she was not privy to that information, stating that "would be [Koza's] job to do that and I would assume the Finance Director."

I asked Fuller regarding her interactions with Mulholland. She said that her interactions with Mulholland are professional but limited. She reports to have had pleasant interactions with no volatility. Fuller states that she is responsible for processing separations and has not seen an increase in voluntary resignations or retirements during Mulholland's tenure.

When asked to compare Mulholland to prior Town Managers, Fuller stated that Mulholland was putting processes into place which she characterized as improvements. On the role of Town Councilors in the Town Hall, Fuller responded that she does not see Councilors frequently, but has seen Bouchard on occasion but assumed that was because Bouchard is a retired former employee of the Town and was at Town Hall due to his retirement.

Interview of Justin Campo

On March 6, 2026, I interviewed Justin Campo ("Campo") in the Merrill Room in the Town Hall. Campo is the Town's Finance Director. Campo reported that he was hired in 2015 as a Senior Accountant and was promoted in April of 2019.

I asked Campo regarding his role in determining the market comparability of wages. Campo reported that he has performed market wage comparability analysis as part of collective bargaining negotiations. I asked Campo whether he had any role with regard to non-bargaining unit employees. Campo responded that he has had limited involvement beyond studying his own rate of pay and the Controller. Campo reported he studied the anticipated compensation of the Controller.

With regard to the 2025 wage adjustments to non-bargaining unit employees, Campo was not involved in establishing the adjustments and did not perform analysis as part of those adjustments. Campo reported that he understood that the adjustments were done by Mulholland based on the compensation levels where Mulholland previously worked (the City of Lebanon) and elsewhere. Campo reported that his own compensation as Finance Director in Londonderry is less than that of other communities that have solicited him for employment.

I asked Campo about his interactions with Mulholland. Campo reports that Mulholland is "very go," meaning that he is motivated to get things done and is always stepping forward. Campo reports that Mulholland wants to be more informed, holding monthly Department Head meetings and has one-on-one meetings with Department Heads more frequently, which Campo said "makes sense."

Campo reported that Mulholland has high expectations, but that his demands are obtainable and reachable. Campo stated that Mulholland seems to understand the need to allow for time for tasks to be completed. Campo stated that Mulholland is focused on improving the ability of Departments to do their job and has sought to improve internal processes and systems.

Campo reports that morale in the Town is "a little dicey." When asked to explain, he responded that the Town has had four Town Managers in one year. He said that, with regard to Mulholland, he has not heard many complaints. He noted that expectations are high, but that he has not observed Mulholland make any offhand comments or statements inappropriate for the workplace.

Turning to Campo's interactions with Town Councilors, Campo stated that he has a scheduled meeting with Councilors once per month, but that he met with Bouchard more frequently because he wanted to know more information about the budget. Campo stated that Bouchard's visits have decreased since the end of "budget season," but during budget season, Bouchard would ask questions, with a focus on the Police Department. Campo reported that he

attributed this to Bouchard being in his first year on the Town Council. Campo denied seeing Bouchard exert any influence or giving him any direction.

When asked if Mulholland ever used Bouchard to try to influence an employee, Campo stated that he has only seen Mulholland "use himself as an influence." When asked to explain, he said that you can go back and forth to discuss, "he'll give you an opportunity to state your reasoning why and if he agrees he'll move forward with yours," and, if not, he'll move forward with his idea.

Campo said he disagreed with the allegations in the Complaint, asserting that "it is insulting" that someone would say that Campo kept his "mouth shut" for a wage increase.

Interview of Tanya Pinter

On March 6, 2026, I interviewed Tanya Pinter in the Merrill Room of the Town Hall. Pinter is the Executive Assistant to the Town Manager. Pinter was hired by Acting Town Manager Kim Bernard. Prior to working for the Town of Londonderry, Pinter worked for the Veteran's Administration.

I asked Pinter as to her interactions with Mulholland. Pinter reports that she has had "great interactions" with Mulholland and that he is a "great person." Pinter reported that he is at the Town "for the right reasons," which she clarified were to bring "great service."

I asked Pinter about the wage adjustment that she received. Pinter responded that she understood the adjustment was because her position assumed different duties. She did not know how the wage adjustment was calculated, but that she thought that she should be making more money.

Asked about Mulholland's management style, Pinter reported that there is a lot of work "as a team" and that there is "no rank." Pinter reported that she has not seen Mulholland speak negatively about other employees. When asked if she agreed with the allegation that people cannot speak their minds, Pinter said that she did not agree. When asked to explain, Pinter responded, "because I have." Pinter also expressed that she knows that there have been occasions where Mulholland and Bernard do not agree, but that there appears to be no open hostility, and they seem pleasant with one another.

I asked Pinter about the role of Councilors with regard to Mulholland. She stated that Dunn and Faber have a recurring meeting with Mulholland. She stated that Bouchard does not attend pre-scheduled meetings with Mulholland, but "pops in a lot." Pinter says that Bouchard goes around the Town Hall and says "hi to everyone," approximately every other week. Pinter confirmed that Bouchard was on the ECC Working Group and the Traffic Management Working Group but denied that Bouchard attends meetings with Department Heads.

I asked Pinter about the morale at Town Hall. Pinter responded that morale was "crappy," but attributes it to being left over from before Mulholland's tenure. Pinter responded that Mulholland initially came in "like a wrecking ball," but has since had to "pump the brakes." Pinter explained that, when Mulholland initially started, he wanted everything fixed and issued a policy revision approximately once a week. However, now that frequency has reduced to once per month. Pinter reported that employees made comments about feeling overworked and identified Kirsten Hildonen – Director of Administrative Services – as one such employee. Pinter said that, in response, Mulholland "acknowledged" this issue and has been working to reduce prior expectations.

Interview of Kim Bernard

I interviewed Bernard virtually on March 12, 2026. Bernard is the Police Chief and has worked for the Town for 25 years. Prior to Londonderry, he worked for Allenstown, which is where Mulholland worked previously.

When asked how Mulholland's management style compares to prior Town Managers that he has worked with, Bernard reported that Mulholland is "more authoritarian" and that his leadership style is more like that seen in military or police. Bernard stated that Mulholland's style is not right for municipal government. Bernard contrasted Mulholland's style with Maligutti, which was more "democratic", and Kevin Smith, who was "more approachable" and "friendlier to staff."

Bernard provided an example where during a meeting of the ECC Working Group, Mulholland made a comment to the effect of "like it or not, there's a new sheriff in Town and that's me." Bernard reported that he thought it was the wrong time and place for that comment. Bernard reported that the message from Mulholland on the ECC Working Group was that the project – the merger of Police and Fire Dispatch – was going to happen and if there were efforts to stall the project Mulholland would deal with it. I asked Bernard if Bouchard was present. Bernard confirmed that he was but that Bouchard did not say anything. I asked Bernard if he believed that Bouchard was present to intimidate staff. Bernard said that he did not believe so; Bernard reported that years ago Bouchard thought the merger of Police and Fire Dispatch was a good idea.

I asked Bernard about the proposal to merge Police and Fire Dispatch. Bernard said that the Fire Union was not thrilled about it. Bernard acknowledged that Mulholland's instructions were a "lawful directive." Bernard reported that the ECC Working Group's task was to analyze the cost of the project and that there were several meetings and a walkthrough to assess the project. Bernard reported that the Captain of Dispatch (Patrick Cheetam) provided a memorandum to Mulholland that said the proposed merger would be a problem. He believed that there was hesitation to write that memorandum and that Mulholland's statement that "this [the merger] is

going to happen" had a chilling effect. At a follow-up meeting after the memorandum was submitted, Mulholland placed the project "on hold."

Bernard stated that "everybody talks" and that the feeling is that if someone gives an opinion or input, Mulholland disregards it. He states that Mulholland does not understand that there are different types of leadership styles and that there are individuals who are "a lot different." Bernard stated that Mulholland started his first Department Head meeting with the phrase "don't want to scare people . . ." and that the last 8-9 months were the hardest he's had in the last 25 years. Bernard states that Mulholland talks about things being performed illegally in the Town and states that those actions are going to change.

Bernard provided an example of how the Police Department investigated an employee complaint in-house and that the Town Manager reported that he would have had it reviewed by an external investigator. Bernard reported that such comments do not allow him to effectively perform his job and undermine the effectiveness of the Police Department. Bernard reported that he raised this with Mulholland that Mulholland "will listen to you" and then Mulholland does what he's going to do. Bernard said that does not "fit with the culture" of the Town.

Bernard provided another example pertaining to Mulholland's handling of a proposed consolidation of the Police and Town IT systems. Bernard shared his concerns with Mulholland, but that Mulholland disregarded his concerns. Bernard stated that the Police Department IT coordinator, Thomas Roy, [redacted] which Roy attributed to the uncertainty of his employment status due to Mulholland's proposed re-organization.

Another example pertained to the manner in which Town vehicles were filled up. Mulholland expressed a preference to do away with Town fuel pumps due to them being a waste of money. Bernard reported that may create issues of officer safety. Bernard asserts that Mulholland disagreed with him.

Bernard says that Mulholland's emotional intelligence is lacking. He reported that employees cannot "keep up with" Mulholland, that there is anxiety, and that communication is poor. He stated that Mulholland is missing nuances of personnel management and that there is "too much, too fast."

Interview of Corey Nader

On March 31, 2026, I interviewed Corey Nader ("Nader") in the Conference Room of the Chief's Suite in the Londonderry Police Department. In attendance was Union Representative Timon Akawa. Nader is a dispatcher for the Police Department and has worked in that capacity for approximately five years. I sought to interview Nader because he was identified as being on the ECC Working Group.

Nader was a member of ECC Working Group. Nader explained that the purpose of the ECC Working Group was to discuss the possibility of combining Police and Fire Dispatch under one roof.

Nader attended all meetings of the ECC Working Group. Nader identified that the atmosphere of the meetings was tense, but straightforward. He identified that Mulholland set forth the ultimate directive and issued assignments. The purpose of the assignments was to research the pros and cons of merging the dispatch operations. Nader reported that the Fire Department was not in favor of the merger because the Fire Department had "more to lose" as the idea was to move the Fire Department dispatch to the Police Department. Nader reported that Fire Department personnel raised concerns. Mulholland's reported responses were to the effect of the merger "needs to happen" and was "going to happen." Nader stated that Mulholland's communication was not disrespectful and could not recall any threats being made.

Nader reported that Bouchard was in attendance but that Mulholland did not refer to Bouchard during meetings of the ECC Working Group. Nader stated that Acting Fire Chief Fred Heinrich and other officials were able to express concerns.

Nader stated that ultimately Cheetham prepared a memorandum that showed that the merger was not cost feasible.

Following Nader's interview, I was provided with Mulholland's "Kick-Off Memorandum" dated October 9, 2025, in which the ECC Working Group was formally convened, which was "tasked with developing the full **Implementation Plan** for consolidating fire and police dispatch operations into a single Emergency Communications Center (ECC) at the Londonderry Police Department." (Bold in original.) A copy of that Memorandum is attached as **Exhibit 4**. I was also provided with Captain Cheetham's Memorandum to Mulholland on that matter, which is attached as **Exhibit 5**.

Interview of Patrick Cheetham

I interviewed Patrick Cheetham in the Conference Room in the Police Chief's Suite at the Londonderry Police Department on March 31, 2026. Cheetham is a captain in the Londonderry Police Department. Cheetham stated that he has known Mulholland for 25 years, since Mulholland was a lieutenant in Allenstown. I sought to interview Cheetham because he was identified as being on the ECC Working Group.

Cheetham has worked in Londonderry since 2002 and had been a captain since 2018. Cheetham was assigned to the ECC Working Group by Bernard. Cheetham reported that the direction for the ECC Working Group was provided by Mulholland and was clear: research the costs for merging the Police and Fire Dispatch. Cheetham reported that Mulholland provided a memorandum to this effect. Cheetham reported that the Mulholland had decided that the merger

was going to happen and was seeking to assign tasks to obtain that goal. Cheetham stated that the Town Manager had various references and models for the merger and that Cheetham believed that the idea had merit. Cheetham stated that he believed Mulholland's schedule to accomplish these tasks was aggressive, but not impossible.

Cheetham stated that as part of the ECC Working Group there was a working document that was circulated on a monthly basis. Cheetham said that the last iteration of the report reflected that the timing was not right for the dispatch merger, as the costs would be several hundred thousand dollars.

Cheetham reported that Mulholland was receptive to feedback and ideas. At the final meeting, when the analysis indicated that the dispatch merger was not cost feasible, Mulholland reportedly stated that the idea was not going away but would be tabled. Cheetham reported that Mulholland gave credit to his thoughts.

When asked about the role of Bouchard at the ECC Working Group, Cheetham stated that he did not recall Bouchard speaking. Cheetham denied observing Mulholland referring to Bouchard, asking Bouchard for an opinion, or Bouchard exerting influence over the ECC Working Group meetings. Cheetham did report that Bouchard was supportive of the merger.

Cheetham reported that the Fire Department provided a lot of pushback to the initiative. Cheetham recalls Mulholland stating, in response to the Fire Union's opposition to the proposed merger, "Unions don't run this Town." Cheetham denied ever hearing Mulholland be unprofessional. He characterized Mulholland as firm. Cheetham did not believe that having Bouchard attend was inappropriate because the ultimate merger would require monetary expenditures.

Interview of Thomas Roy

I interviewed Roy in the Conference Room of the Police Chief's Suite in the Londonderry Police Department on March 31, 2026. At the time, Roy was the Police Department's IT Coordinator. Roy stated that he has worked with the Town since 2014, starting as a contractor and has been an employee since 2019. Roy described his role as overseeing Police Department IT infrastructure, compliance, digital forensics, and digital evidence.

Roy said he generally had positive working relationships with prior Town Managers but described Mulholland as "the most difficult one to get along with." Roy's criticism focused on Mulholland's proposal to merge IT services for the Police Department and Town in general. Roy stated that during a late-October meeting, Mulholland told him that the Police Department IT position would be eliminated and merged into a consolidated IT Department at Town Hall headed by an IT Director. Roy reported that Mulholland encouraged Roy to apply for a new IT Director role.

Roy said he generally had positive working relationships with prior Town Managers but described Mulholland as "the most difficult one to get along with." Roy's expressed criticism of Mulholland's proposal to merger IT services for the Police Department and Town in general. Roy stated that during a late-October meeting, Mulholland told him that the Police Department IT position would be eliminated and merged into a consolidated IT Department at Town Hall headed by an IT Director. Roy reported that Mulholland encouraged Roy to apply for a new IT Director role.

Roy said this uncertainty caused significant stress, [redacted] and ultimately influenced his decision to resign, effective May 2.[1] Roy said that he "can't take the stress of this guy." Roy stated his belief that the merger could not just happen due to "union obligations" and "compliance obligations" and that "we've opposed this from the beginning." Roy reported that Mulholland "doesn't care." Roy stated that he did not apply for the position because he did not want to report to Mulholland. Roy reported feeling intimidated by Mulholland because Roy's position was going to be eliminated whether he liked it or not.

Roy denied Mulholland ever threatening him or retaliating against him. Roy also denied that Mullholland acted inappropriately but stated that his concerns were more of management style. Roy reported that Mulholland is more "top-down" and he would no longer be treated as a "trusted advisor," and instead would be told what to do.

Regarding the ECC working group, Roy confirmed that Bouchard attended several meetings, which Roy found unusual because he had not previously seen a Councilor participate in meetings. Roy said Bouchard did not meaningfully contribute or speak much, but his presence felt uncomfortable and added to the sense that the process was not open to disagreement. Roy characterized Bouchard's attendance as "maybe intimidating."

Roy described the meetings as driven by a directive to merge Police and Fire Dispatch rather than as a collaborative discussion. Roy stated that he believed that the discussion should not have started with a directive that the merger would happen but rather should have "been flipped around" to rely upon the expertise of staff. He recalled Mulholland opening the first meeting with a comment to the effect that there was a "new sheriff in town." Roy believed this approach created tension and opposition, particularly because personnel felt they were being told to implement a decision rather than asked whether consolidation made operational sense.

In Roy's view, the ECC proposal was eventually tabled not because of staff opposition, but because cost information showed that combining the services in an existing facility did not make financial sense. Overall, Roy characterized Mulholland's approach as agenda-driven, dismissive of staff expertise and institutional knowledge, and a significant source of workplace stress.

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[1] Roy's resignation occurred after I interviewed Koza and she reported that there had been no resignations.

At the same time, Roy distinguished between poor management style and overt retaliation. Roy said he did not personally observe Mulholland retaliate against anyone and did not report any explicit threats. Roy also said he was not the anonymous complainant.

Interview of Councilor Ron Dunn

On March 31, 2026, I spoke with Dunn via telephone. I spoke with Dunn because Attorney Bailey informed me that Dunn had reported to her having information that may be informative to my investigation.

Dunn reported that there is not a good work environment in the Town. He informed me that he has heard on the inside that the environment is hostile and unfriendly. I asked Dunn if he could share from whom this information was provided. Dunn stated that he could not. Dunn stated that he had given his word that he would not disclose this information and that people were very concerned about their jobs.

I informed Dunn that I could not investigate any claims without information and informed him that, due to allegations about wage increases, my assumption was that the complaint came from individuals not affiliated with a bargaining unit. Dunn informed me that he could not tell me with whom he spoke.

Dunn reported that he has been told that Bouchard is used as a tool for persuasion. Dunn reported that Bouchard's presence creates a perception that the Town Council either supports or does not support an initiative. He stated that other Councilors keep to their liaison roles. Dunn reported that Bouchard spends a lot of time at Town Hall and cited to his attendance at the ECC Working Group Meetings. Dunn stated that he would not do that and that it created an impression that the Town Council wanted the merger.

Interview of John Trottier

I interviewed John Trottier via Zoom on April 9, 2026. I interviewed Mr. Trottier because he was identified as being a member of the Traffic Management Working Group. Trottier is the Town's Engineer.

Trottier stated that Mulholland is "fresh blood" and that prior to Mulholland no Town Manager knew how things should be followed. Trottier said that Mulholland is the first Town Manager to look at traffic.

The Traffic Management Working Group is comprised of engineering, public works, and police department representatives, all of whom have familiarity with the Town. Trottier reported that Mulholland initiated the group. Trottier acknowledged that Bouchard is on the Working

Group but that he is not "intimidated by" him. He stated that Bouchard has had some active involvement in the Working Group, giving his "two cents," however, he is not there to drive the agenda of the Working Group.

When asked if members of the Traffic Management Working Group can disagree with Mulholland, Trottier stated that all are "grown up enough to disagree" with Mulholland and that he is not intimidated by him. Trottier denies that Mulholland tries to intimidate others during meetings. He further denies that there is a lot of disagreement on the Working Group.

I asked Trottier about Mulholland's management style. He stated that Mulholland "sets the course," but that Mulholland takes professional advice.

Trottier raised a prior interaction where he was subject to discipline, stating that he would have preferred informal counseling first. However, Trottier also identified that the Town needs Mulholland's management style characterizing the former culture as more of a "country club." With regard to the Complaint, Trottier said that someone was just upset because things are more rigid; however, Trottier said that is not improper because the Town was "out of control."

Interview of Fred Heinrich

I interviewed Fred Heinrich in his office at the Londonderry Fire Department on April 14, 2026. I interviewed Heinrich because he was identified as being the former Acting Fire Chief and reportedly attended ECC Working Group Meetings. At the outset, Heinrich reported concerns about retaliation, stating that Mulholland can hold a grudge. I asked him to explain his answer and he referenced a recent interaction where Mulholland had a disagreement with a Town Councilor and prepared a video montage that was shown at a Councilors' meeting.

Heinrich mentioned that Mulholland likes some employees more than others. When I asked Heinrich for an example, he could not provide one. Heinrich then said that he has seen Mulholland frustrated with Trottier (Trottier did not raise any incident in his interview).

Heinrich stated that Mulholland is detail oriented and will challenge an employee if he does not agree with the point of view.

Heinrich referenced that he believes that the re-organization of Trottier's position to being subordinate to Director of Public Works Dave Wholley was done due to some animus toward Trottier.

With regard to the Traffic Management Committee, Heinrich stated that he feels that he cannot disagree and that is why he is no longer on that Committee.

With regard to the ECC Working Group, Heinrich stated that prior to Mulholland, Bernard had commissioned a needs assessment of the Fire Department by MRI. Heinrich said Bouchard has characterized the Fire Department as a "shit show." Heinrich provided some historical perspective, noting the recent departure of the prior Fire Chief. Heinrich admitted that there were morale issues in the Fire Department dispatch, noting that Fire Department dispatchers earn $2.00 less per hour than their Police counterparts and that dispatchers are constantly fighting with one another and undermining one another. Heinrich says he agreed with MRI's assessment.

Heinrich stated that prior to the creation of the ECC Working Group, Mulholland directed Heinrich, as acting Fire Chief, to prepare a comprehensive review of all operations for the Fire Department Dispatch, ranging from options to leave it as is or disband and outsource dispatch services. Heinrich admitted that he did not provide a report as directed because he did not want his name tied to a report that would be used against the Department. When he did not follow Mulholland's directive, Mulholland stated that he was not happy that Heinrich did not follow his directive. Heinrich said that, thereafter, Mulholland told the Police Department and Fire Department separately that the dispatch services would merge. Heinrich stated this was delivered in a matter-of-fact manner and that it was "going to happen." Heinrich admitted that there were some legitimate concerns but that the Fire Department expressed that it was a "really bad idea." Heinrich reported that Mulholland's response was that the merger was a done deal and that, without a report from the Fire Department, Mulholland made his decision. Heinrich reported that the Union was not happy with this decision and worked to show that it was not a good idea.

I asked Heinrich about Bouchard's role on the ECC Working Group. Heinrich said that Bouchard was supportive of the merger, and said as much at the meeting, but that Bouchard was not actively involved.

In terms of management style, Heinrich says that once Mulholland makes a decision, he sticks with it. Notwithstanding, Heinrich admitted that the dispatches remain separate, which was due to Police and Fire personnel showing that the merger was not cost-feasible. Presently, Heinrich reports that efforts are underway to create a plan to build out infrastructure using the Capital Improvement Program. Heinrich stated Mulholland is good at planning.

Heinrich stated that he has never seen Mulholland angry. Heinrich said that on one occasion Mulholland spoke poorly about another employee. In this interaction, Heinrich raised a concern about an employee, to which Mulholland agreed, but did not identify any inappropriate language related to that employee.

Heinrich stated that he is not afraid to speak his mind. Heinrich, however, expressed concerns, stating that he hopes there is no retribution."

Interview of Phil Leblanc

I interviewed Phil Leblanc at a conference room of the Londonderry Fire Department on April 14, 2026. Leblanc is the Deputy Chief and was the Acting Fire Chief after Heinrich, between November of 2025 and February of 2026. Leblanc has been employed with the Londonderry Fire Department since 2006.

Leblanc characterized his relationship with Mulholland as "good" and that Mulholland wants the organization to succeed. When Leblanc became Acting Fire Chief, Mulholland provided him resources to work with. Leblanc said that, during that time, he met with Mulholland approximately once per week.

Leblanc described Mulholland as an "autocratic leader who became a democratic leader most of the time." Leblanc said Mulholland wants to listen, but he is headstrong and very direct. Leblanc said that he has never heard Mulholland yell and is very respectful. Per Leblanc, Mulholland clearly values laws, rules, and governance.

Leblanc stated that Mulholland will change his mind if provided with information and never found that Mulholland would bear down on him if someone disagreed with him. Leblanc said that Mulholland has high expectations. As an example, Leblanc noted that Mulholland's work with the ECC Working Group was a prime example. He stated that Mulholland asked Heinrich for a plan as it related to dispatch, but Heinrich did not do it. Leblanc said that, when Heinrich did not do it, Mulholland made a plan without Fire Department input. Thereafter, Mulholland identified that the merger was the approach the Town was taking. Leblanc said that the communication was professional and identified tasks to do. Leblanc identified that the Fire Department disagreed from the outset, but that there was no retribution for disagreeing. Leblanc noted that, during ECC Working Group meetings, Bouchard spoke minimally.

Leblanc described Mulholland's conduct as "professional at all levels." When Mulholland was told that the merger was not cost-feasible, Mulholland had no real reaction.

Leblanc described Mulholland's conduct as "professional at all levels." When Mulholland was told that the merger was not cost-feasible, Mulholland had no real reaction.

Leblanc commented on the issue of raises, saying that Mulholland provided employees with raises they deserve and that the Town had "under-valued employees for a long time."

Interview of Jeremy Mague

I interviewed Jeremy Mague on April 14, 2026 in the conference room of the Londonderry Fire Department. Mague has been employed with the Town of 26 years and has worked with various Town Managers but has not had a lot of interactions. I interviewed Mague due to his involvement on the ECC Working Group.

Mague has not heard Mulholland speak poorly about other employees. He has heard Mulholland in an agitated state, referring to a recent Town Council meeting. He stated that with employees he is professional, does not yell at employees, keeps focused on the task at hand, is all business, but is "easy to talk to."

Mague identified that the ECC Working Group was created "well after the project was assigned" to Heinrich. Mague stated that once he was notified that the merger was "a thing" he worked with the Police Department to work through it.

With regard to ECC Working Group Meetings, he said that tone was that of a plan moving forward. He said that the meetings were not hostile and intended on gathering information. He said that Mulholland was clear that the Town was "moving forward with the project" and assigned tasks to the ultimate goal. Mague felt that he could voice his opinion and that Mulholland is good with listening but would push forward unless there was a good reason not to. Mague stated that he suspected that the matter was put on hold due to unanticipated costs.

With regard to Bouchard, Mague stated that he listened during the ECC Working Group meetings and that Bouchard's attendance did not bother him. Mague felt that Bouchard's involvement was not out of the ordinary and cited to heavier and "more aggressive" involvement from prior Town Councilors as it related to Departmental operations.

Mague was surprised by the Complaint as his interactions with Mulholland were nothing out of the ordinary.

Interview of Michael Bazegian

I spoke with Michael Bazegian ("Bazegian") via Zoom on April 15, 2026. Due to a technical difficulty, the interview was not recorded, but Zoom created a transcript of the interview, which is in my work file. I spoke to Bazegian due to his role on the Traffic Management Working Group. Bazegian is the Town's GIS Coordinator. Bazegian has been working with the Town for two years and previously worked in North Reading and Westfield, Massachusetts.

Bazegian stated that he believes Mulholland is doing a "great job" and has a vision and is working towards it. Bazegian has been with the group since its formation. He stated that there is not a lot of disagreement in the Traffic Management Working Group because everyone is on the same page and that there are not any particular points of disagreement.

Bazegian said that at the meeting, Bouchard and Mulholland are not in agreement on all matters. One example is sidewalks, where there is disagreement.

Bazegian said that Mulholland is not dismissive and is polite and friendly. He is unaware of any employee that he dislikes or even a rumor of an employee he dislikes.

Interview of David Wholley

I interviewed David Wholley on April 17, 2026 via telephone. Wholley is the Town's Director of Public Works, having started in August of 2021. Prior to that, Wholley worked in the Town of Salem for 26 years where he was the Deputy Director of Public Works.

Wholley said he interacts with Mulholland weekly and described their relationship as professional and fine. In Wholley's view, Mulholland is energetic, moves quickly, and is interested in getting a great deal done, though his pace may be unfamiliar to some in Londonderry.

Wholley provided examples to explain his view of Mulholland's management style. He described a period when public works and engineering responsibilities were being merged and he questioned whether his increased responsibilities would affect his compensation. He said Mulholland initially wanted to wait for an ongoing wage classification study but later reconsidered after Wholley raised the issue again in light of other compensation adjustments and the additional work he was taking on. Wholley presented this as an example of Mulholland listening and eventually responding, rather than retaliating or dismissing concerns.

Wholley also described disagreeing with Mulholland on a proposal to eliminate the on-site fuel island in favor. After Wholley explained the operational concerns, he said Mulholland changed course and agreed that Public Works needed on-site fuel capacity. Wholley said he felt comfortable disagreeing with Mulholland and bringing concerns directly to him.

Turning specifically to Bouchard's role on the Traffic Management Working Group, Wholley described Bouchard's involvement as sporadic and largely observational. According to Wholley, Bouchard supported the effort in general terms but did not interfere with the Group's work, provide substantive direction, or serve as reinforcement for Mulholland in any disagreement.

Wholley explained that the Group's process has been collaborative: participants from Public Works, Engineering, and Police identify problematic intersections and corridors, contribute their perspectives, review data, and work toward a presentation to the Town Council. He said he had not observed significant conflict in those meetings, nor had he seen Mulholland react negatively to disagreement. He also stated that he had never seen Mulholland yell at, insult, shun, or unprofessionally speak about another employee in his presence.

Wholley said he had no information supporting the allegations in Complaint and did not share the Complainant's perspective. Wholley said he had never needed to confront Mulholland about mistreatment because Mulholland had always been professional with him and had never raised his voice. Wholley criticized the anonymous Complaint and indicated that, if he ever did have a problem with someone, he would address it directly.

Interview of Dan Bouchard

On June 2, 2026, I interviewed Bouchard at the Londonderry Town Hall. Bouchard has been a Town Councilor since 2025. Bouchard was a Londonderry Police Officer for 28 years.

Bouchard communicated his understanding that the Town Manager manages the staff and the Town Council manages the Town Manager. Bouchard stated that he has never attended the regular operational meetings of the Town Staff. Bouchard described himself as the most involved of the Town Councilors, which he attributes to having a job that allows him to do so. Bouchard said that after Mulholland started, Mulholland wanted to meet with him, during which Mulholland told Bouchard's ideas for the Town, i.e. establishing funds for building repairs, establishing programs to track building maintenance, creating traffic programs, updating codes, etc. Bouchard said he likes that about Mulholland.

I asked Bouchard about his role on the ECC Working Group. Bouchard identified that concerns with the Fire Department arose during Bernard's tenure as Acting Town Manager, and it was agreed to have MRI perform a study. Thereafter, Mulholland's tenure started, and Mulholland began to implement MRI's recommendations. Bouchard reported that MRI criticized the operation of the Fire Dispatch, which Bouchard had sought to combine years prior. Bouchard stated that Fire Dispatch operated 24-hour shifts, which he believed was unsafe.

Bouchard said he was invited to attend by Mulholland because of Bouchard's prior role on the Police department and his knowledge of the workings of dispatch. Bouchard said that Mulholland directed people as to what he wanted by a date certain. Bouchard said that when that directive was given Heinrich stated that the goal was "not realistic" and said to the effect of "I know its something you want, not sure it is going to happen." Bouchard says that Mulholland's response was to the effect of that's what "we're going to shoot for," but acknowledged there may be delays. Bouchard says that Mulholland holds people accountable, and that people are not used to being held accountable. Bouchard stated that he largely did not speak at ECC Working Group

meetings but may have spoken on one or two occasions. Bouchard denies that Mulholland ever referred to him.

On the topic of meetings, Bouchard stated that Council Chair Ron Dunn encouraged councilors to meet with Mulholland, stating that if more than one councilor attended it may implicate RSA 91-A.[2]

Bouchard disagreed that Mulholland's management style is "my way or the highway." He said Mulholland views everyone as working together. He denied seeing Mulholland yell and acknowledged that he observed a situation where a deliverable was not provided when Mulholland had asked, which consisted of Mulholland stressing the need for the information and moving on.

With regard to the Traffic Management Working Group, Bouchard identified that the existing Traffic Safety Committee did not have a comprehensive plan but was largely reactive to resident needs as to specific areas. Bouchard said that there was no cohesive plan. Bouchard said that there are differences of opinion, but that is good because everyone talks. Bouchard said all participants are open minded and will listen to opposing ideas. Bouchard says that people do disagree with Mulholland and, if they do, Mulholland will listen, work it out, and move on.

Bouchard expressed awareness of complaints, which he said constitute employees being given too much to do, not being used to attending regular meetings, and being held accountable. He has not observed Mulholland insult another employee. He has not seen him intimidate other employees or try to have Bouchard back Mulholland's agenda or suggest an adverse consequence for not agreeing with him.

Interview of Alvin Bettencourt

I interviewed Alvin Bettencourt ("Bettencourt") via telephone on June 2, 2026. Bettencourt was accompanied by labor counsel Attorney Marc Beaudoin. Bettencourt is a Captain with the Police Department and has operated in that role since November of 2024.

His prior interactions with prior Town Managers Smith and Maligutti were largely limited to causal interactions. He said that Mulholland is professional in nature.

Bettencourt addressed his concerns associated with Mulholland's handling of the Police IT Coordinator position. When Mulholland proposed merging the IT Services in Town Hall, Bettencourt took the position that the employee was "one of ours," meaning the Union. Bettencourt expressed his understanding that Roy could either take the new IT Director position or not have a job.

[2] I anticipate that this is in reference to the fact that, if a quorum of a public body meets to discuss matters within the purview of that public body, a meeting is deemed to occur that requires compliance with RSA 91-A, such as advance public notice, opportunity for public attendance, and taking meeting minutes.

Bettencourt said that the Union sought to explain the need to retain the IT Coordinator for the Police Department, but was told by Mulholland, "I understand that you feel the way you do," but the plan moving forward was to merge IT Departments. Bettencourt said that the Chief also expressed concerns about the need to maintain the Police Department IT system in a silo from other Town systems. Bettencourt said that Mulholland's response was "very stern" and matter of fact, but there was no argument. Bettencourt said the attitude was "this is what I'm going to do." I asked Bettencourt if he thought this was inappropriate. Bettencourt said that he expected more of a back-and-forth.

Turning to the Traffic Management Working Group, Bettencourt said that purpose of the Group is to figure out ways to gather data and figure out roads, intersections, and infrastructure in a targeted manner. Bettencourt said that everyone gets along in the Traffic Management Working Group. Bettencourt said that Bouchard is more active on the Working Group. Bettencourt said that he does not "feel any different with [Bouchard] there or not." Bettencourt is not threatened by Bouchard's attendance and feels confident that he can speak. Regardless, Bettencourt says that there is not a lot of disagreement on the Traffic Management Working Group. Bettencourt explained that Bouchard's attendance is to ensure that funds can be raised for Working Group projects, but that he does not get the impression that Bouchard is there to pressure others.

I asked Bettencourt if he is aware of any employee experiencing an adverse employment action for disagreeing with Mulholland. Bettencourt identified a recent matter in which Roy tried to retract his prior resignation, Bernard accepted that retraction, and Mulholland allegedly told Bernard that Bernard did not have the authority to accept a retraction and said that he could have charged Bernard with insubordination. Mulholland then met with Roy and informed Roy of the terms and conditions of his work, upon which Roy elected to proceed with his resignation.

Interview of Brian Hallowell

On June 4, 2026, I interviewed Brian Hallowell at the Londonderry Fire Department. In attendance was a union representative for Hallowell. Hallowell is a Battalion Chief for the Londonderry Fire Department. He has been with the Fire Department since 2008. I interviewed Hallowell because he was reportedly in attendance for ECC Working Group Meetings.

Hallowell has worked with prior Town Manager's Kevin Smith and Mike Maligutti and worked more closely with Maligutti, as Hallowell was involved with attending to personnel matters. Hallowell said that Mulholland's management style is professional and succinct. He provides direction, and that's it. Hallowell described Mulholland as the "Most Town Manager Town Manager he has worked with." He says Mulholland has a good grasp on the charter, activities, and RSAs. He described Mulholland as approachable, but Mulholland does not get himself involved in lower-level day-to-day matters.

Hallowell reported as having attended two ECC Working Group Meetings. He said that Bouchard was there one meeting and a site tour, largely as an observer. Hallowell said meetings of the Working Group were professional, as neither the Police Department, nor Fire Department wanted to combine dispatches. However, Hallowell said that he was there to do a job and look at feasibility. Hallowell said that there was a prior directive from Mulholland to look at feasibility and efficiency, but Heinrich chose not to do anything with it.

Hallowell said that at meetings of the ECC Working Group, Hallowell expressed concerns as to operational issues associated with merging the dispatch. Hallowell said that Mulholland was interested and listening and desired to continue toward merger and work together to make it work. Hallowell had no concerns as to reprisal for voicing opposition. Hallowell said that Mulholland is "very analytical" and that, if presented with evidence, he will change his mind. Ultimately, Hallowell recognized that the proposal was put on hold due to financial concerns.

When asked about concerns of retaliation, Hallowell stated that he believes Mulholland is an "advocate and champion" for the Fire Department.

Hallowell did not identify any concerns related to Bouchard. Hallowell said that many councilors have come to the Department, with some Councilors receiving ride alongs. Hallowell reported that prior Councilors were far more involvement.

On the issue of disagreeing with Mulholland, Hallowell raised any time that he felt comfortable disagreeing with Mulholland. Mulholland has started to adopt personnel tracking software Town-wide, but the Fire Department had its own system. Mulholland worked with the Department to come to a resolution on the matter. On the issue that Mulholland will retaliate against employees who disagree with him, Hallowell disagreed, calling Mulholland an "advocate and champion" for the Fire Department and citing to Mulholland acquiring PFAS-free bunker gear after years of the Town declining to do so due to budget reasons.

Interview of Shaun Mulholland

I interviewed Mulholland on June 4, 2026 in the Town Manager's Suite at the Londonderry Town Hall. I reminded Mulholland of his obligations to maintain confidentiality and to avoid retaliation, in addition to my general instructions. Mulholland was appointed in February 2025 and began his tenure on June 2, 2025. Prior to that Mulholland was the City Manager in Lebanon and the Town Administrator in Allenstown. Prior to working as a Town Administrator, Mulholland was a law enforcement officer, working up to the rank of Chief, and served in the U.S. Army.

The first topic of discussion related to Mulholland's wage adjustments for non-bargaining unit employees. Mulholland explained that a number of unaffiliated employees received increases because a market analysis showed they were significantly underpaid. Those positions included the

finance director, HR director, administrative services director, executive assistant, benefits coordinator, and deputy finance director, among others. He further stated that some union-related positions were also adjusted, including the DPW Director and a newly structured deputy DPW director role, where union agreement or recruitment concerns justified pay changes. According to Mulholland, the Human Resources Director gathered comparison data from surrounding communities, either through direct outreach or public information, and that supporting emails and payroll forms existed documenting this process.

Mulholland said he directed HR to examine wages in comparable municipalities because the Town lacked a coherent wage structure and many unaffiliated positions were materially below market. He emphasized that the Town was in the "building block" stage of creating a wage system and that, unlike most municipalities, it had not previously established a formal classification structure to guide compensation decisions.

Mulholland described his executive assistant's salary adjustment as different from some of the other increases because it was tied to additional responsibilities. Mulholland stated that upon arriving, he discovered the Town lacked a functioning risk-management process, with insurance gaps involving bridges, vehicles, and properties. He assigned those responsibilities to his executive assistant (Pinter) and formally changed her job description. These changes altered how the position would score under the town's developing classification system. He noted that the Town had also engaged MRI to conduct a wage classification study, but he made the salary adjustment before that study was finalized because he believed an interim correction was necessary.

Mulholland testified that most of the unaffiliated employees received approximately a $10,000 increase as an interim measure. He characterized that figure as a practical step to make the Town more competitive while it finalized a classification and market-based compensation system. He stated that the increases were intended to prevent the Town from losing qualified personnel in a difficult hiring environment. He said that communities across the state were struggling to recruit finance directors and other specialized roles, and that the cost of retaining trained staff was small compared to the disruption caused by losing them.

Mulholland emphasized that each salary adjustment had its own rationale. He explained that some increases were based on documented market disparities, others reflected added duties, and still others addressed compression or recruitment problems. He gave the example of the DPW Director, who had been paid far less than similarly situated peers in other communities despite having more experience. Mulholland said the adjustment did not fully bring the salary up to market. He also testified that Koza's increase occurred later than the others because Mulholland initially relied on different market data but ultimately then revised the compensation after Koza presented him with more persuasive comparison information.

I next discussed the topic of Bouchard's participation during meetings. Mulholland stated that Bouchard did not attend regular department head meetings. Instead, Bouchard was involved in two issue-specific working groups Mulholland created: the ECC Working Group and the Traffic Management Working Group. Mulholland asserted that other councilors had participated in other specialized groups, including roadway infrastructure and a DPW facility group.

I asked Mulholland to explain the rationale for when to seek to have a Councilor participate in a matter. Mulholland stated that no formal policy governed when councilors could participate in working groups and that he relied on his judgment. He said councilor participation was useful when issues were likely to come before the Town Council, such as when an issue implicated policy or budget questions. He explained that in his prior roles in Lebanon and Allenstown he had worked closely with elected officials and believed such collaboration was beneficial. In his view, involving councilors helped ensure that proposals would have Council support.

With regard to Bouchard's role on the ECC, Mulholland stated that Bouchard was not a member of the ECC Working Group but had been invited to attend because he had expressed interest in dispatch consolidation and had a public safety background as a retired police officer. According to Mulholland, Bouchard's participation was limited; Bouchard offered occasional input but did not speak frequently. Mulholland denied using Bouchard to intimidate staff and said Bouchard did not direct him to do anything or otherwise violate the Town Charter. He described Bouchard as an interested participant rather than a controlling figure in the discussions.

Mulholland stated that one of his early concerns on arriving was the unsafe condition of the Fire Department operation, where dispatchers were working 24-hour shifts. He described that as unacceptable. He said that dispatch consolidation was already under consideration when Bouchard raised the idea, and that he then formalized the effort by creating the ECC Working Group. The purpose, in his view, was to address safety, improve redundancy and coverage, and reduce inefficiencies. Mulholland's proposal was to relocate Fire Dispatchers into the Police Dispatch center while keeping them as Fire Department employees who would continue to follow Fire-specific dispatch protocols and remain under fire supervision.

Mulholland stated that he discussed the concept with both Bernard and Fred Heinrich before and during the working group process. He said Bernard was supportive and helpful in conceptualizing how the Police Department dispatch center could be reconfigured. Mulholland said that Heinrich, by contrast, did not want to relinquish control. Mulholland said he anticipated resistance from Heinrich and explicitly warned him against trying to delay the consolidation through inflated cost estimates or other bureaucratic means. According to Mulholland, Heinrich repeatedly responded that he was "just looking out for my people," but did not receive specifics as to what that phrase meant.

Mulholland reported resistance to the dispatch consolidation from the Fire Department. The concerns raised included whether fire dispatchers would be subordinate to police supervisors, whether the police dispatch center was physically adequate or safe, whether the glass met the necessary ballistic standards, and how the radios and consoles would be configured. Mulholland characterized these objections as operational details that could be solved. He said his response was generally to ask for specifics and work through solutions, such as protocols, cross-training, and facility modifications.

Mulholland reported that he directed Heinrich to develop a plan to end the 24-hour shift system and to fill available part-time dispatch coverage. According to Mulholland, Heinrich did not satisfy that directive and failed to take action consistent with the directive. Mulholland said Heinrich's inability or unwillingness to resolve the dispatch problem was one of several reasons Mulholland ultimately considered relieving Heinrich, which Heinrich did voluntarily as Fire Department personnel had prepared a no confidence vote.

I asked Mulholland if he used the phrase "there's a new sheriff in town." Mulholland admitted that he may have used the phrase and said he had used that phrase before in other management settings when confronted with staff saying, "this is how we've always done it." He explained that by this he meant that the Town was moving in a different direction and that employees needed to adapt to the new approach. He characterized himself as generally collaborative but direct when he believed bureaucracy or inertia was preventing necessary changes from happening.

Mulholland denied that Bouchard was used as an enforcer or that he "backed up every word" Mulholland said in an effort to intimidate employees. Mulholland said Bouchard did not play a major speaking role and that the tension in the room stemmed from longstanding friction between the Fire Department and Police Department, as well as the Fire Department's opposition to the proposal, rather than from Bouchard's presence.

I then asked about Roy's departure. Mulholland began restructuring IT into an internal Cyber Services Department with a Cyber Services Director at its head. This was reportedly due to long-standing concerns as to how the Town Hall IT services were contracted for. Mulholland stated that Bernard arranged a meeting between him and Roy because Roy might be interested in the new Cyber Services Director role. Mulholland said he explained his plan and the idea of centralizing digital operations. According to Mulholland, Roy appeared interested, later emailed that he had spoken with his wife and wanted the job, and even sent follow-up suggestions that Mulholland found helpful. However, Mulholland said that, after that, communication stopped and Roy never applied for the position.

Mulholland testified that he later learned Roy [redacted] and was reportedly upset about "losing his job." Mulholland insisted there had never been any plan to eliminate Roy's employment. He said that if Roy had become Cyber Services Director, the public safety IT role would simply have been backfilled, and if Roy remained in the public safety role, he still would have had work and likely remained embedded within the Police Department.

Mulholland testified that Roy eventually resigned for a job with a bank, reportedly because he was unhappy with the Town's direction and the new job was closer to home. Later, according to Mulholland, Bernard told Mulholland that Roy wanted to rescind his resignation and return. Mulholland testified that Bernard emailed Roy stating that his resignation had been rescinded and that he was reinstated. Mulholland states that Bernard did not have authority to do that. Mulholland immediately instructed Bernard by email to withdraw that communication and later told Bernard that he came close to an insubordination charge for exceeding his authority.

We next discussed the Traffic Management Working Group. Mulholland reported that the Traffic Safety Committee was not preparing the needed work for the Master Plan and that he needed a "nimble group." He created the Traffic Management Working Group to get the work done. He invited Bouchard because he is the Town Council's representative to the Traffic Safety Committee.

Mulholland reported that the meetings are very positive and that the group is amicable. Mulholland identified that there is some friction amongst members of the group, but the friction does not involve him and pertains to disagreements between two other staff members due to a re-alignment of Town positions to be consistent with the Town's administrative code.

Mulholland denied the allegations in the Complaint.

IV. Applicable and Considered Charter and Policy Provisions

In reviewing the allegations in the Complaint and the information obtained through the conduct of interviews and review of records, I considered four primary sources: the Town Charter, the Code of Conduct (Policy Number ADM-100),[3] the Town's Code of Ethics (Title VI, Chapter XXVI of the Town Code), and the Town's Policy Against Harassment and Report Procedures (Title VI, Chapter V of the Town Code). Of these four sources, I eliminated the Code of Ethics and Policy Against Harassment and Reporting Procedures from consideration. The Code of Ethics

[3] This Policy was adopted on February 9, 2026. However, it was adopted by Mulholland and generally reflects expected standards of conduct in a municipal work environment. Therefore, while the specific provisions were not in effect as of the date of the Complaint and the allegations, the Code of Conduct provides a beneficial analytical framework through which to analyze the allegations in the Complaint.

does not contain any provisions implicated by the allegations set forth in the Complaint. Similarly, the Policy Against Harassment and Reporting Procedures prohibits "offensive, intimidating, threatening, or otherwise unwelcome comments or conduct based on sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, gender identity or sexual orientation." There was no allegation either in the Complaint or during any interview that either Mulholland or Bouchard have engaged in any activities on the basis of the aforementioned protected class statuses.[4]

Therefore, the remainder of this report is limited to discussion of the Town Charter and the Town's Code of Conduct.

A. Applicable Provisions of Town Charter

ARTICLE 1 - Incorporation: Town Form of Government: Power

Section 1.2. Town Form of Government

> The administration of the fiscal, prudential, municipal and other affairs of the Town, with the governance thereof, shall be vested in a Town Council, shall be directed by a Town Manager, and shall consist of the various departments of the Town as established by this Charter and from time to time by the Town Council. Except as expressly authorized by this Charter, no Councilor shall participate in the conduct of the administrative affairs of the Town.

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 4.6. Powers and Duties of the Manager

> A. 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

[4] For similar reasons, this Report does not discuss whether the alleged conduct in the Complaint constitutes a violation of Section 8.12 of the Town Charter, which prohibits discrimination or favoritism on the basis of "age, race, sex, political or religious opinions or affiliations."

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 supervise and direct the administration of the Town departments and personnel therein.

B. 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.

C. The Manager shall fix the compensation of all town officers and employees appointed by the Manager with the limits established by existing appropriations.

Section 4.8. Non-interference with Town Administration

The Council shall act in all matters as a body. Except as expressly provided elsewhere in this Charter, neither the Council nor any of its members shall direct or request the appointment of any person to office or employment; or direct the removal, suspension, discipline, adjustment in pay, benefits, or working conditions of any employee by the Manager or of any of the Town department heads.

No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees, either publicly or privately. Nothing contained in this section shall prohibit the Council from meeting with the Manager to discuss the operation or conduct of any department head or employee and to recommend an investigation and report by the Manager of any complaint. Any violation of the provisions of this section by a Councilor shall constitute grounds for forfeiture of office under the provisions of Section 3.3.

Section 4.9. Departments

A. 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.

B. 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. 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.

Section 8.10. Proposed Reorganization Plans by the Manager

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.

B. Applicable Provisions of the Code of Conduct

The Code of Conduct applies to all Town of Londonderry employees; elected officials, appointed board members, volunteers, and employees of the Library "may be governed by separate standards but are expected to act in a manner consistent with the principles outlined" in the Code of Conduct.

Section 3.0: Definitions

Bullying Repeated, unreasonable behavior directed toward an employee or group of employees that creates a risk to health and safety, undermines dignity, or interferes with work performance. Bullying may include intimidation, humiliation, sabotage, or persistent hostile conduct.

. . .

Discrimination Unlawful adverse treatment of an employee or applicant based on a protected characteristic under federal or state law (e.g., race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or other protected status).

Harassment Unwelcome conduct based on a protected characteristic that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment, or that unreasonably interferes with an individual's work performance. Harassment may be verbal, physical, visual, or electronic.

Insubordination The refusal to follow a lawful directive from a supervisor, department head, or authorized management official, or conduct that intentionally undermines supervisory authority.

. . .

Professional Behavior (Conduct) Behavior that reflects competence, integrity, accountability, and respectful communication. Professional conduct includes appropriate workplace demeanor and adherence to Town policies and supervisory direction.

Retaliation Any adverse action, threat, intimidation, or negative employment-related consequence taken against an employee because they made a good-faith report, participated in an investigation, or exercised a protected right. Retaliation is prohibited.

. . .

Uncivil Conduct / Workplace Incivility Behavior that is rude, disrespectful, disruptive, or demeaning, including yelling, insults, sarcasm used to belittle others, ridicule, intimidation, or conduct that undermines workplace respect and teamwork.

. . .

Workplace Violence / Threatening Behavior Any act or threatened act of physical harm, intimidation, aggressive behavior, or conduct that creates fear for safety. This includes threats communicated verbally, physically, electronically, or through gestures.

Section 4.0: Policy Detail

. . .

Guiding Principles

Town of Londonderry employees are guided by the following principles in all aspects of public service:

- **Service to the Public:** Place the interests of the community first and deliver services in a fair, responsive, and customer-focused manner.
- **Integrity and Accountability:** Act honestly, responsibly, and transparently, accepting responsibility for actions and decisions.
- **Respect and Civility:** Foster a workplace and community environment grounded in mutual respect, professionalism, and collaboration.
- **Stewardship of Public Resources:** Use public funds, property, and time efficiently and responsibly to maximize value for residents.
- **Compliance and Excellence:** Adhere to laws, policies, and professional standards while continuously striving to improve performance and service delivery.

These principles are intended to guide judgment and behavior where specific rules may not address every situation.

Section 5.0: Procedures-Standards of Conduct:

5.1 Professional Behavior

Employees shall:

- Perform their duties competently, responsibly, and in a timely manner
- Treat residents, coworkers, supervisors, elected officials, vendors, and visitors with courtesy, dignity, and respect
- Communicate clearly, honestly, and professionally in all verbal, written, and electronic interactions
- Maintain appropriate professional boundaries in the workplace

5.2 Respectful Workplace

The Town of Londonderry is committed to a workplace free from discrimination, harassment, bullying, and intimidation.
Employees shall:

- Comply with all Town policies related to equal employment opportunity and harassment prevention
- Refrain from conduct that is abusive, threatening, disruptive, or disrespectful
- Support a culture of inclusion, teamwork, and mutual accountability

Workplace Civility

The Town of Londonderry is committed to maintaining a professional, respectful, and civil workplace that supports effective public service and employee well-being.

Workplace civility means treating others with dignity and respect, even in situations involving disagreement, stress, or differing viewpoints. Employees are expected to engage in constructive communication, demonstrate self-control, and contribute positively to the work environment.

Expectations

Employees shall:

- Communicate in a professional, courteous, and respectful manner at all times
- Listen actively and consider differing perspectives without hostility or dismissiveness
- Address disagreements constructively and through appropriate channels
- Refrain from conduct that undermines teamwork, morale, or mutual respect

- Shall not display Uncivil Conduct
- Shall not display Persistent negativity or disruptive behavior that interferes with work operations

V. Findings and Explanation

For ease of review, I will discuss my findings by reciting the specific allegation from the Complaint, as summarized and isolated from Section 1 of this Report, providing my finding, and then summarizing the analysis used to reach that conclusion.

A. Allegation: Mulholland violated the Town Charter by inviting Bouchard to attend staff meetings.

Finding: Unsubstantiated.

Explanation: The evidence demonstrates that the only meetings that Bouchard attended which could be reasonably characterized as "staff meetings" are the Traffic Management Working Group and the ECC Working Group.

The Traffic Management Working Group is an offshoot of the Town's Traffic Safety Committee. The March 17, 2025 meeting minutes of the Town Council reflects that Bouchard was assigned to the Traffic Safety Committee. Section 1.2 of the Town Charter provides, "[e]xcept as expressly authorized by this Charter, no Councilor shall participate in the conduct of the administrative affairs of the Town." From the interviews of the participants of the Traffic Management Working Group, the activities of the Traffic Management Working Group do not constitute engaging in the "administrative affairs of the Town." The Traffic Management Working Group's function is not to implement any decisions, but to analyze traffic related issues and produce recommendations related to traffic priorities and policies. This does not constitute conducting "administrative affairs" of the Town. Notwithstanding, assuming for the sole sake of argument that participation in the Traffic Management Working Group constitutes engaging in the "administrative affairs of the Town," Bouchard, by and through his assignment to the Traffic Safety Committee" is expressly authorized to participate in those offshoots of the Traffic Safety Committee represented by the Traffic Management Working Group.

The same can be said of the ECC Working Group. The ECC Working Group's function was to identify the tasks necessary to merge the Police and Fire Dispatches. The ECC Working Group was intended to identify action items that needed to be performed to allow for that merger and to identify costs for the merger. As such, the ECC Working Group cannot be construed as engaging

in the "administrative affairs" of the Town. Rather, the ECC Working Group's function was for planning, the goal of which was to present a proposal to the Town Council for ultimate approval.

Moreover, Bouchard's role at ECC Working Group meetings does not show "participation" in any "administrative affairs." Mulholland reported that Bouchard was invited to this discussion for the purpose of listening due to anticipated fiscal impacts and because any resulting proposal would require Town Council approval. Mulholland also reported that Bouchard was allowed to attend under the caveat that he was not to be an active participant. Those interviewed corroborated Bouchard's limited role. Several interviewees could not recall with specificity Bouchard speaking at the meetings and those that recall Bouchard speaking reflect that his participation was minimal.

Moreover, there is no assertion that Bouchard, through his participation in the Traffic Management Working Group or the ECC Working Group, directed or requested "the appointment of any person to office or employment; or direct the removal, suspension, discipline, adjustment in pay, benefits, or working conditions of any employee by the Manager or of any of the Town department heads," "gave orders," "or interfered with the performance of the duties of any of the administrative officers of employees, either publicly or privately." As such, there is no evidence to support that Bouchard's participation violation section 4.8 of the Town Charter.

I have received no information of Bouchard's involvement in any other "staff meetings." Those that were interviewed reported that Bouchard was frequently at the Town Hall did not report any interference in the performance of any duties in Town Hall. Indeed, the only individual interviewed that reported specific interactions with Bouchard outside of the ECC Working Group or the Traffic Management Working Group, Justin Campo, noted that Bouchard only sought information to understand the budget, which Campo reflected was not uncommon; Campo denied that Bouchard sought to influence any actions with regard to Campo in the preparation of any budgets.

B. Allegation: Mulholland sought to use Bouchard as a means by which to intimidate employees.

Finding: Unsubstantiated.

Explanation: There was no support that Bouchard's attendance was intended to intimidate employees or that any employee was actually intimidated by Bouchard's attendance.

Those individuals on the Traffic Management Working Group reported that the general nature of the Working Group does not lend itself to disagreement and that the atmosphere is professional with individuals generally on the same page. The limited point of disagreement on the Traffic Management Working Group relates to sidewalks, a point with which Mulholland and Bouchard actually disagree (although that disagreement has not been pressed during Traffic Management Working Group meeting because, per Mulholland, the suggestion would not have support). Moreover, no participant reported being intimidated by Bouchard, with many reporting that they had "no problems" telling Bouchard how they felt. As such, there is no evidence to reflect an intent to intimidate, nor an intimidating effect by Bouchard's participation.

With regard to the ECC Working Group, while reportedly more charged and contentious, there is no indication that Bouchard's attendance was intended to intimidate or that there was an intimidating effect. The only evidence presented reflects that Bouchard was invited because Bouchard and Mulholland had discussed the proposed merger of Police and Fire Dispatch shortly after the start of Mulholland's tenure. At that point, the opposition to the merger – primarily raised by Fire Department personnel – would not have been known. Moreover, the stated reason for Bouchard's invitation to the ECC Working Group was credible. Mulholland reportedly invited Bouchard because (a) Bouchard had experience on the Londonderry Police Department and (b) the proposal would ultimately need to be presented to the Town Council and, therefore, having someone knowledgeable as to the ultimate decision would make logical sense.

Further, there is no indication that Bouchard's attendance had the effect of intimidating anyone. While certain personnel – namely Roy and Heinrich – reported that Bouchard's attendance could have had the effect of intimidating others, there is no indication that any employee were actually "chilled" in terms of raising concerns or opposition related to the proposed merger. In fact, Heinrich is reported to have voiced his concerns both privately with Mulholland and during ECC Working Group meetings. Personnel also did not feel sufficiently intimidated that they were prevented from reporting contrary perspectives to Mulholland related to the merger, ultimately causing Mulholland to place the proposal on the "back-burner."

C. Allegation: Bouchard improperly interfered in Town operations in violation of the Town Charter.

Finding: Unsubstantiated

Explanation: Please see the explanation set forth in Item A.

D. Allegation: Mulholland created a hostile work environment.

Finding: Unsubstantiated.

Explanation: A hostile work environment is generally defined as harassment based on a protected class status that is sufficiently severe or pervasive so as to alter the conditions of employment and create an abusive work environment. O'Rourke v. City of Providence, 235 F.3d 713, 728 (1st Cir. 2001). While certain employees reported feeling that Mulholland's management style was not a good fit for Londonderry (i.e., Bernard, Heinrich, Roy, and Bettencourt) and one reportedly left the employ of the Town (Roy), there was no information provided during the investigation reflecting that Mulholland engaged in adverse conduct related to any employee on the basis of protected class status. Nor was there any allegation that an employee has the status of a Whistleblower under RSA chapter 275-E or that an employee publicly engaged in an exercise of Free Speech sufficient to implicate RSA 98-E.

Further, the allegations of hostility reported by personnel do not give rise to the creation of a "hostile work environment" even if there was some form of protected class implicated. The criticism that Mulholland is "dismissive" of others perspective, is rigid, or "authoritarian" was not supported by totality of the information provided during the investigation and does not, standing alone, lead to the creation of a hostile work environment. For one, many staff reported that Mulholland, while direct in his communications and directives, does in fact change his mind. This was reported by Koza, Campo, Pinter, Wholley, and LeBlanc. Mulholland's ultimate decision on the ECC Working Group – which was to put the project on the "back burner" – reflects Mulholland's receptiveness to contrary information.

The primary criticism as to Mulholland's rigidity is that Mulholland will appear to set a directive without consultation or deference to Department Heads or personnel. However, Section 4.1 and Section 4.6 of the Town Charter identifies the Town Manager as the "chief administrative officer," who is "responsible for the administrative and financial affairs of the Town." There is no requirement

in the Town Charter for the Town Manager to defer to any department head or employee. Indeed, several employees expressly recognized this point in their interviews. No interviewee reported that Mulholland acted in a manner that was hostile or disrespectful when presented with evidence contrary to a directive or proposal. None of the employees interviewed reported ever seeing Mulholland yell, act aggressively, ignore an employee, or speak inappropriately about an employee behind that employee's back. Those that reportedly disagreed with Mulholland reported that Mulholland listened to their positions but appeared critical of the fact that Mulholland did not agree with them or credit their concerns and change positions. That, however, does not give rise to a hostile work environment and does not constitute a violation of any Town Policy.

The same can be said of the Code of Conduct. The Code of Conduct encourages "respect, professionalism, and collaboration," see Section 4.0, prohibits conduct that "undermines workplace respect and teamwork," see Section 5.2, and expects that employees will "[l]isten actively and consider differing perspectives without hostility or dismissiveness." However, those standards do not require any employee to agree with a particular perspective. Certain employees communicated that Mulholland is "dismissive" of alternative perspectives; however, others identified that Mulholland is receptive to alternative perspectives when supported with information and data. Mulholland himself acknowledged such expectations. As the Town Manager, the amount of information that Mulholland requires to be swayed on a particular issue does not constitute misconduct but instead represents an issue of policy that cannot be resolved through this report.

E. Allegation: Mulholland has inappropriately rewarded employees who agrees with him with raises and has not provided those raises to other employees.

Finding: Unsubstantiated.

Explanation: After interviewing all employees involved, this allegation does not have support. As identified above, I have reviewed the compensation adjustments for those employees that were not part of a collective bargaining unit and, therefore, could be subject to a mid-year market adjustment without engaging in collective bargaining. Koza confirmed that those salary adjustments were initiated due to Mulholland's concerns as to whether the salaries reflected market. The timing of this directive, which was in the fall of 2025, was shortly after the start of Mulholland's tenure. Given that short amount of time between Mulholland's start as Town Manager and the decision

to make market-based adjustments, it is difficult to find any evidence that any single employee would have sufficiently developed a relationship (good or bad) with Mulholland such that Mulholland could have exercised favoritism. Stated differently, it is questionable that enough time could have passed for Mulholland to develop "favorites" that he could have rewarded through wage adjustments.

Moreover, many employees that were the subject of market-based adjustments provided proof that their compensation was under-market. Campo reported that he had been approached by other communities and offered significantly more compensation. Koza was initially refused a market-based adjustment by Mulholland until Koza provided market-based research to show that she was not compensated at market. That Mulholland refused Koza initially until proof was provided evidences that favoritism did not factor into the decision to increase compensation. Both Campo and Koza reportedly disagreed with Mulholland when they had reason to do so with Campo stating that he was "insulted" that someone would suggest otherwise.

The personnel evaluations of these employees do not reflect that attitudes toward them would have changed since the start of Mulholland's tenure. Each of the employees who received compensation adjustments had favorable personnel evaluations and received the highest merit-based adjustments from prior Town Managers. Therefore, there is no evidence to suggest that these employees were deficient and were rewarded due to favoritism.

Similarly, Pinter corroborated Mulholland's assertion that her adjustment was based, in part, on her assumption of greater responsibility. Mulholland confirmed that such changed job responsibilities were reflected in a revised job description, which consequently merited adjusting the compensation for the Executive Assistant position.

F. Allegation: Mulholland shuns or talks behind the back of employees.

Finding: No employee corroborated this position. No employee interviewed reported feeling shunned by Mulholland. No employee interviewed reported hearing Mulholland speak about another employee behind their back in a manner that was inappropriate. Limited interviewees reported that they discussed other employees with Mulholland, but they reported that such discussions were in the context of that employee reporting performance issues with others, which is a matter wholly within the Town Manager's purview

under the Town Charter. In those limited reported instances, reported that Mulholland's communications remained appropriate.

VI. Conclusion

For the reasons set forth above, the allegations in the Complaint could not be substantiated after interviewing the subjects and after review of the evidence.

Yours truly,

DONAHUE TUCKER & CIANDELLA, PLLC

Eric A. Maher
emaher@dtclawyers.com

Enclosures

4924-9288-2871, v. 1

EXHIBIT 1

Elizabeth A. Bailey

From: noreply@lighthouse-services.com
Sent: Tuesday, January 6, 2026 1:16 PM
To: Elizabeth A. Bailey
Subject: Mitratech Syntrio - New Incident Report (Case Number: 2000528691) - HR

Mitratech Syntrio

New Incident Report

This is an automated message from Mitratech Syntrio Case Management System (CMS).

As a designated recipient has been named in the below report, per instructions, the report is only being sent to EBailey@sheehan.com and will be withheld from the Case Management System.

Date/Time: 01/06/2026 - 12:07 pm (GMT-05:00) Eastern Time (US & Canada)

Incident Number: 2000528691

The following report was submitted from our web site. We have restricted editing to the complainant's contact information if they indicated a desire to remain anonymous.

Company Name:

Town of Londonderry, NH

Works for Company: Yes

What is your relationship to the organization/entity/company?

What is the name of the location you are reporting?

Londonderry Town Hall

What is the address/exact location?

Londonderry, New Hampshire

Who are the individuals involved in this activity?

Town Manager Mulholland

When did the incident occur?

Multiple internal staff meetings

Did the incident occur more than once? Yes

If so, how many times?

multiple employee meetings

What type of incident would you like to report?

Hostile Work Environment

What would you like to report?

During multiple staff and employee only meetings the Town Manager has invited Dan Bouchard a member of the Town Council. Never in my tenue has a Councilor participated in the daily operational meeting of the town hall. This has created a hostile work environment. Its obvious this is being done to intimidate the employees. This Town manager has rewarded those who fall in line and agreed with him with huge wage increases of Thousands of dollars. Bouchard attends the meetings with the Town Manager and backs up every word he says in an effort to silence the employees. If you speak your mind you are shunned by others, the Town Manager talks behind your back and certainly no big increases for you. Then you watch the the Town Council meeting and you all do nothing. If you not among the blessed by the Town Manager its made clear its time for you to move on. The Town Charter calls for no interference then you see Bouchard working with the Town Manager to silence, intimidate and bully

those of us who dare oppose there plan. This was a good place to work its being destroyed please do something.

Was someone from management involved in the incident? Yes

If so, who?

Town Manager, if you say anything you will get fired that is the new londonderry

Has the incident been reported to anyone in the organization/entity/company? No

If so, who?

Has the incident been reported to anyone outside the organization/entity/company? No

If so, who?

Were there any witnesses? Yes

If so, who?

All of the staff and the community is seeing this behavior, tow the line get a big raise

Would you be willing to anonymously assist further if asked? No

Do you give permission to share your contact

information with the organization/entity/company (waive your anonymity)? Not Selected

Do you have files to upload to support your report? No

Provided PIN (Dialog enabled in the CMS): Yes

NOTICE:

- Valuable best-practice resources - videos and documents - are available in the Syntrio Engage employee experience platform. Contact Customer Success for your user account.
- This report has been uploaded to the Case Management System (CMS), where you can document your investigative activities and outcomes.
- YOU ARE ENCOURAGED NOT TO RESPOND TO THIS EMAIL. Communication with a reporter or Company should be input in the CMS using the dialog feature.
- Providing proactive and timely feedback to reporters who respond YES to "Provided PIN (Dialog enabled in CMS)" is important.
- If you do not have access to the CMS, contact your hotline program administrator.



The information contained in this communication is confidential and is intended only for the use of the addressee. It is the property of Mitratech Holdings, Inc. Any unauthorized use, disclosure, or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately and destroy this communication and all copies thereof, including all attachments.

EXHIBIT 2

Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

To: Tara Koza, Human Resources Director
From: Administrative Services Director Kirsten Hildonen
Re: Traffic Management Working Group and ECC Working Group Meeting Information

I reviewed the meeting history for the **Traffic Management Working Group** and the **ECC Working Group** (for dispatch consolidation) as accessible without a search into private records.

Traffic Management Working Group

The Traffic Management Working Group was scheduled to meet on the following dates at the following times:

- October 8, 2025, 3 - 4 PM
- November 10, 2025, 3 - 4 PM
- December 11, 2025, 9 - 10 AM
- January 22, 2026, 9 - 10 AM
- February 12, 2026, 9 - 10 AM

The list of attendees invited was the same for each meeting as was as follows:

- Town Manager **Shaun Mulholland**
- Director of Public Works **Dave Wholley**
- Director of Engineering **John Trottier**
- GIS Manager **Mike Bazegian**
- Londonderry Police Department Captain **Alvin Bettencourt**
- Town Councilor **Dan Bouchard**

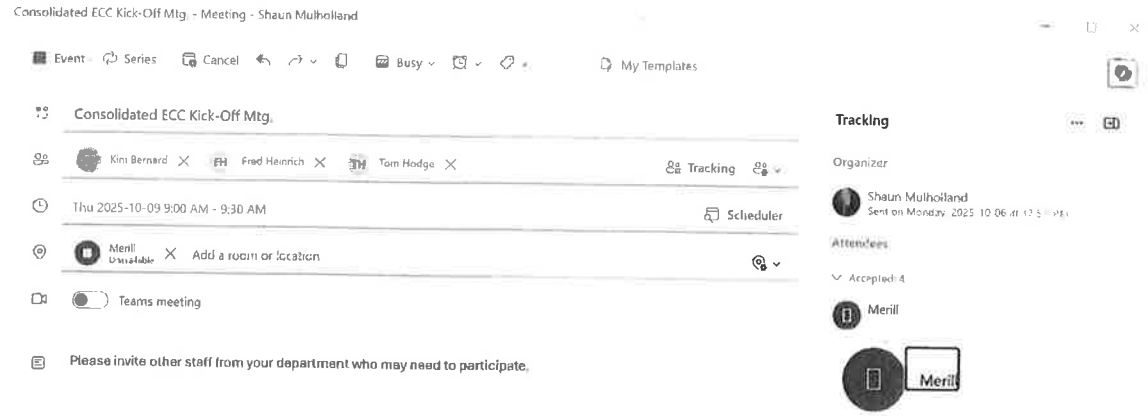
I was unable to locate any minutes or records saved following the meetings listing the people who were in attendance on a given date. I confirmed with Mike Bazegian that no attendance list or after-action report was regularly distributed following these meetings.

ECC Working Group

The ECC Working Group was scheduled to meet on the following dates at the following times, under the titles as listed on the calendar invitations:

- Consolidated ECC Kick-off Meeting, October 9, 2025, 9 - 9:30 AM
- Discussion of Proposed Changes to Dispatch, November 4, 2025, 1:30 - 2:30 PM
    - *This meeting was with the IAFF 3160 rather than the working group, but id included in the interest of completeness.*
- Consolidated ECC Meeting, November 10, 2025, 11 AM - 12 PM
- ECC Meeting, December 8, 2025, 11 AM - 12 PM
- ECC Meeting, January 12, 2026, 11 AM - 12 PM

The list of attendees invited for each meeting varies and can be seen on the following screenshots. However, the invitation explicitly indicated that senior leadership should invite whoever on their staff that they find appropriate.



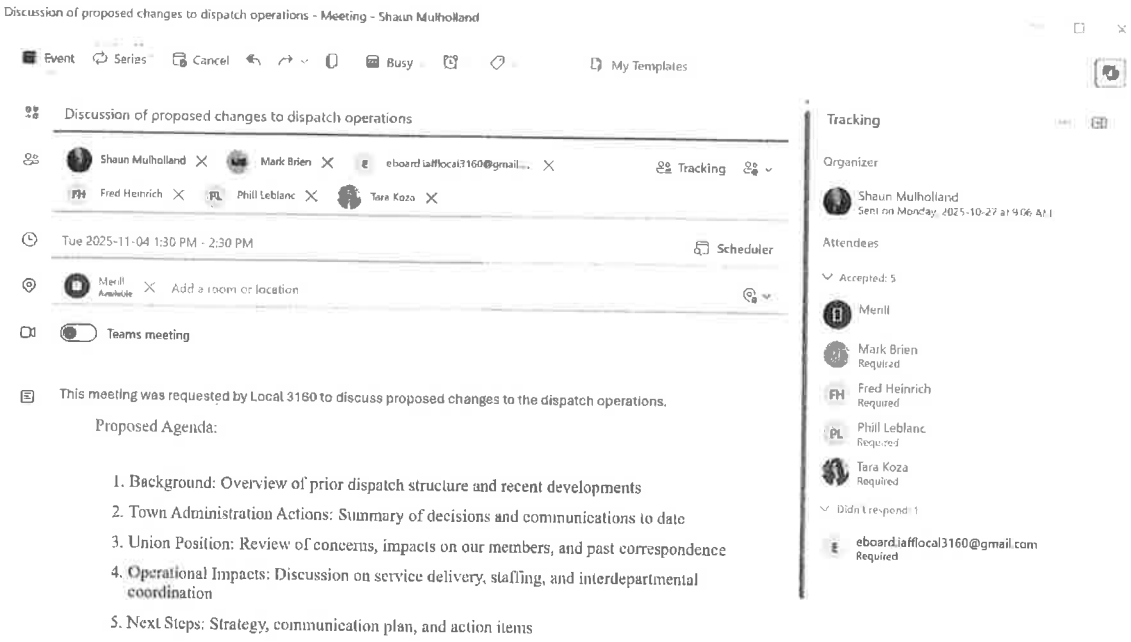
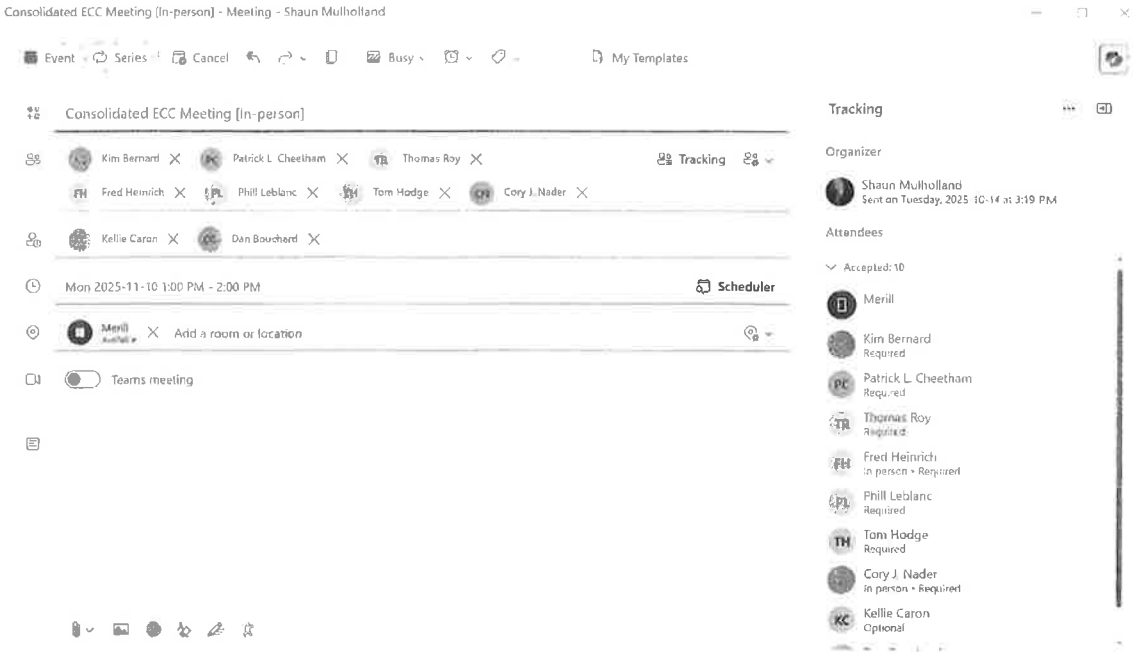
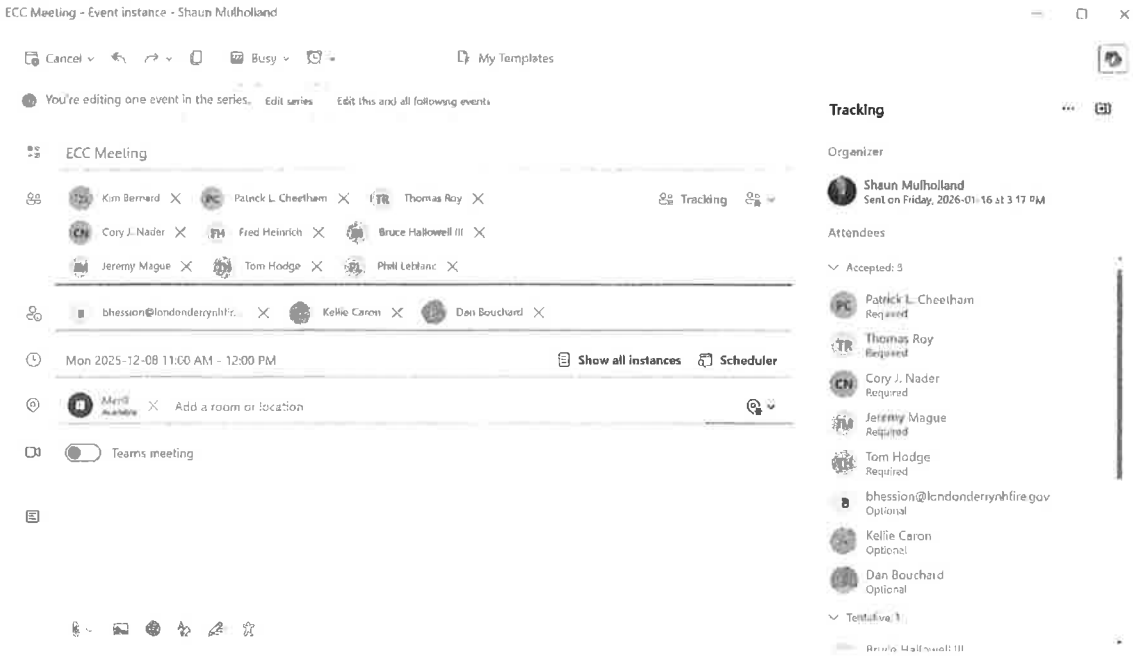


EXHIBIT 4


Consolidated ECC Meeting (In-person) - Meeting - Shaun Mulholland
Event
Series
Cancel
Busy
My Templates
Consolidated ECC Meeting (In-person)
Kim Bernard
Patrick L Cheetham
Thomas Roy
Tracking
Fred Heinrich
Phill Leblanc
Tom Hodge
Cory J. Nader
Kellie Caron
Dan Bouchard
Mon 2025-11-10 1:00 PM - 2:00 PM
Scheduler
Merill
Add a room or location
Teams meeting
Tracking
Organizer
Shaun Mulholland
Sent on Tuesday, 2025-10-14 at 3:19 PM
Attendees
Accepted: 10
Merill
Kim Bernard
Required
Patrick L Cheetham
Required
Thomas Roy
Required
Fred Heinrich
In person • Required
Phill Leblanc
Required
Tom Hodge
Required
Cory J. Nader
In person • Required
Kellie Caron
Optional


ECC Meeting - Event instance - Shaun Mulholland
Cancel
Busy
My Templates
You're editing one event in the series.
Edit series
Edit this and all following events
ECC Meeting
Kim Bernard
Patrick L Cheetham
Thomas Roy
Tracking
Cory J. Nader
Fred Heinrich
Bruce Hallowell III
Jeremy Mague
Tom Hodge
Phill Leblanc
bhession@londonderrynhfir...
Kellie Caron
Dan Bouchard
Mon 2025-12-08 11:00 AM - 12:00 PM
Show all instances
Scheduler
Merill
Add a room or location
Teams meeting
Tracking
Organizer
Shaun Mulholland
Sent on Friday, 2026-01-16 at 3:17 PM
Attendees
Accepted: 8
Patrick L Cheetham
Required
Thomas Roy
Required
Cory J. Nader
Required
Jeremy Mague
Required
Tom Hodge
Required
bhession@londonderrynhfire.gov
Optional
Kellie Caron
Optional
Dan Bouchard
Optional
Tentative: 1

EXHIBEXHIIT 4

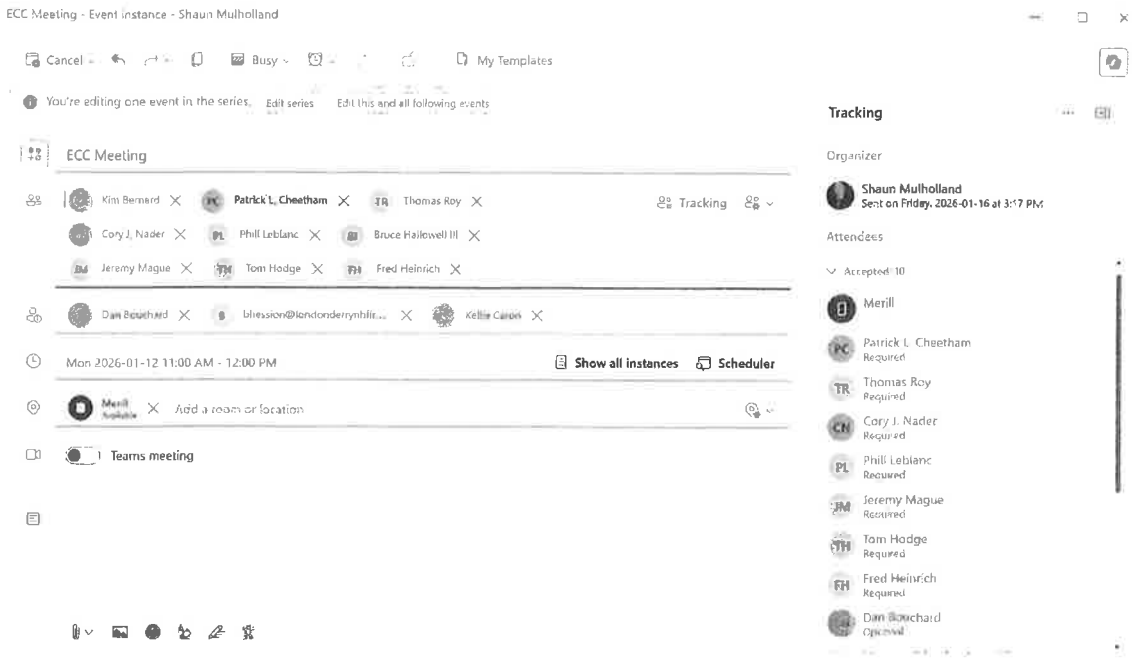


EXHIBIT 3

TOWN OF LONDONDERRY - NON-REPRESENTED EMPLOYEES PAY RATE REPORT - FEBRUARY 16, 2026

EMPLOYEE INFORMATION			PAY RATE			
NAME	DEPARTMENT	TITLE	PREVIOUS	DATE OF CHANGE	NEW	REASON
Caron, Kellie	Town Manager	Deputy Town Manager/Econonmic Development Director	$64.94	12/6/2025	$66.56	Merit
Pinter, Tanya	Town Manager	Executive Assistant	$36.66	10/14/2025	$41.47	Market Adjustment
Koza, Tara	Town Manager	Human Resources Director	$64.04	11/10/2025	$68.85	Market Adjustment
Fuller, Cherie	Finance	Human Resources Administrator	$41.47	11/4/2025	$42.51	Merit
Jardim-Lee, Sarah	Finance	Controller	$48.31	9/22/2025	$53.12	Market Adjustment
Campo, Justin	Finance	Director of Finance & Administration	$66.97	9/22/2025	$71.78	Market Adjustment
Trottier, John	Public Works	Director of Engineering & Environmental Services	$61.01	7/1/2025	$64.43	Union Negotiation*
Kuehne, Alyssa	Police	Prosecutor	$49.37	1/6/2026	$49.39	Merit**
Muzzy, Katherine	Police	Prosecutor	$49.37	N/A - Hired 10/6/25		

*This position was in the LEEA union at the time of the increase granted on 7/1/25. It has since been moved to the non-represented group.

**This appears as a $.02 increase is due to the fact that the salary was moved to the maximum for the range, and a lump sum payment was granted.

EXHIBIT 4

Town of Londonderry – Office of the Town Manager

Kick-Off Memorandum
Date: 10/9/25
From: Shaun Mulholland, Town Manager
To: Chief Kim Bernard, Londonderry Police Department
To: Acting Chief Fred Heinrich, Londonderry Fire Department
Cc: Members, Emergency Communications Center Working Group (ECC-WG)

Subject: Kick-Off of the Emergency Communications Center Working Group

Purpose

This memorandum formally convenes the Emergency Communications Center Working Group (ECC-WG), established by directive dated [Insert Directive Date]. The ECC-WG is tasked with developing the full **Implementation Plan** for consolidating fire and police dispatch operations into a single Emergency Communications Center (ECC) at the Londonderry Police Department.

Kick-Off Meeting

- **Date/Time:** 10/9/25
- **Location:** Londonderry Town Hall, Merrill Conference Room
- **Facilitator:** Shaun Mulholland, Town Manager

Agenda:

1. Review of Town Manager's Directive and Objectives.
2. Identification of ECC-WG membership and sub-groups (Operations, Logistics, Technology, Training, Finance).
3. Discussion of initial tasks:
    - Drafting an operational framework for joint dispatch.
    - Assessing technology needs and integration timeline.
    - Evaluating physical layout options within the Police Department facility.
    - Reviewing staffing models to eliminate 24-hour shifts for Fire dispatchers.
    - Outlining cross-training requirements for dispatch personnel.

4. Establishment of reporting structure and regular meeting schedule.
5. Assignment of immediate responsibilities.

Working Group Responsibilities

- **Police & Fire Chiefs:** Assign command-level representatives and technical advisors to the group.
- **Operations Sub-Group:** Develop SOPs, workflow processes, and supervisory structures.
- **Logistics & Technology Sub-Group:** Identify relocation steps, equipment, and CAD/RMS/radio system integration.
- **Training Sub-Group:** Design cross-training modules, certification requirements, and evaluation standards.
- **Finance Sub-Group:** Provide cost analysis and funding strategy recommendations.

Deliverables & Timeline

- **Draft Implementation Plan:** Due within 120 days of directive.
- **Monthly Updates:** Delivered to the Town Manager.
- **Final Plan:** No later than May 15, 2026.
- **Operational Go-Live:** July 1, 2026.

Closing

The ECC-WG represents a significant opportunity to strengthen Londonderry's public safety communications through collaboration, efficiency, and modernization. Each member's expertise and commitment are critical to the success of this effort.

Thank you in advance for your dedication to this important project.

Shaun Mulholland
Town Manager, Town of Londonderry

EXHIBIT 5

DEPUTY CHIEF OF POLICE
JASON Y. BREEN

PROSECUTORS
ALYSSA L. KUEHNE

CHIEF OF POLICE
KIM ALAN BERNARD

DIVISION CAPTAINS
PATRICK L. CHEETHAM
MARK P. MORRISON
TIMOTHY C. O'DONAGHUE
ALVIN M. BETTENCOURT

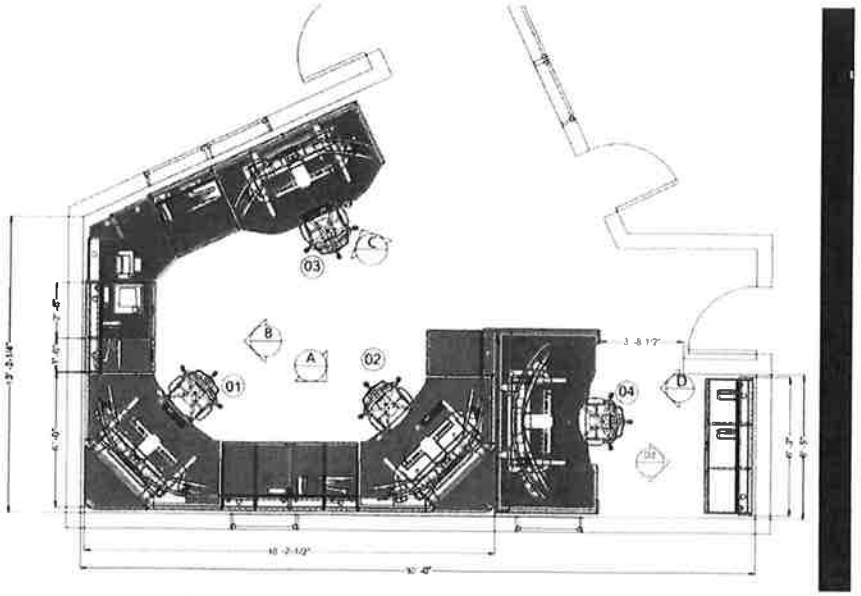
ECC Working Group
01/06/26

I. Facilities

LFD TCO Brittany Hession visited our Communications Center and debriefed proposed work stations with TCC Nader and me. She presented several ideas and some potential challenges with noise but in the end, we all concluded that positioning the two LFD TCOs next to each other and making TCC Nader's current post a working LPD TCO post would solve her concerns. Additionally, the use of headsets may also mitigate cross over radio traffic during high volume times. We propose this setup, which does not require any movement of desks or construction.

We are still researching desk setups for the supervisor's office (currently Captain Cheetham's office). Because we are adding two intricate computer and radio setups in this office, we will need to install a mini-split to assist with proper temperature control. When TCC Nader's office was in this location for the 2024-2025 remodel, he observed increased temps and the climate was often uncomfortable.

Computer temps are also important to monitor. The current temps in the computer cabinets exceed 80 degrees.



268A MAMMOTH ROAD, LONDONDERRY, NH 03053
(603) 432-1118
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"Expect Excellence"

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II. IT

All IT systems have been identified for relocation, and budget amounts have been assigned to each system's move. However, budget figures are still needed for all Fire systems, including Zetron, Kingfisher, Red Alert, Camera System, and garage door integration.

III. Training

a. TCC Nader spent the morning of 12/19/25 with TCO Hession at LFD. It was a productive collaboration and they plan to schedule 4-hr blocks of job shadowing in each center with each TCO participating. Both also felt that the majority of the cross-training would be most effectively completed once the move into LPD takes place and everyone is working in the same room.

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IV. Financials

Item	Cost Each	Qty	Total
Zetron Installation at LPD	98,948	1	98,948
Zetron Door Control	30,772		30,772
Kingfisher Cloud Upgrade and Integration	52,350	1	52,350
Code Red Fire Alarm Upgrade	13,254	1	13,254
Land-Tel Camera and Door Access	34,372	1	34,372
		Subtotal	229,696
Motorola Radio Consoles	1,400	1	1,400
Motorola System Upgrade	x	1	x
Phone System Upgrade	1,500	1	1,500
Dell Precision PC's	4,000	2	8,000
Dell Micro PC's	700	4	2,800
55" TV's and Mounts	400	4	1,600
34" Curved Monitors	350	4	1,400
27" Monitors	200	4	800
Printer / Fax	400	1	400
Mini Split HVAC system	7,500	1	7,500
Network Drops	1,000	1	1,000
Paint / Sound Proof	750	1	750
Furniture	2,500	1	2,500
Workstation Consoles	5,000	2	10,000
		Sub Total	$39,650
		Total	$269,346

V. Radio Equipment

a. Repurpose existing equipment
   i. Move (3) LFD radio consoles to LPD
   ii. Installation costs only
   iii. Eliminates LFD Central as a backup COMM Center
   iv. LFD does not have a backup center at MHT
b. Radio Console Upgrades (Future)
   i. Requires costly radio infrastructure upgrades

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ii. Current radio equipment is already outdated and will not support new radio console without upgrades to all consoles. See estimate below.

MOTOROLA SOLUTIONS **BUDGETARY ESTIMATE**

LONDONDERRY POLICE DEPT. ; NH — MCC7500e Dispatch UPGRADE 7.19 O A 2024 — 10.27.2025

QTY	APC	NOMENCLATURE	DESCRIPTION	PRICE	EXTENDED	Disc. Ext.
1	244	B1948	MCC 7500E DISPATCH POSITION LICENSE	$ -	$ -	$ -
1	244	UA00653AA	ADD: BASIC CONSOLE OPERATION	$ 5,280.00	$ 5,280.00	$ 5,280.00
1	244	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO	$ 3,960.00	$ 3,960.00	$ 3,960.00
1	244	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE	$ 3,675.00	$ 3,675.00	$ 3,675.00
1	244	UA00661AA	ADD: ENHANCED IRR	$ 3,000.00	$ 3,000.00	$ 3,000.00
1	244	B1949	MCC 7500E SOFTWARE DVD	$ 250.00	$ 250.00	$ 250.00
1	708	T8742	MCAFEE WINDOWS AV CLIENT A2019.1	$ 165.00	$ 165.00	$ 165.00
1	877	T8806A	WINDOWS SUPPLEMENTAL TRANS CONFIG A2020.1	$ -	$ -	$ -
1	708	DSEV191B	TECH GLOBAL EVOLUTION SERIES 19INCH WITH TOUCH	$ 1,278.00	$ 1,278.00	$ 1,278.00
1	708	DSF2B56AA	USB EXTERNAL DVD DRIVE	$ 172.00	$ 172.00	$ 172.00
1	754	B1956	COMMANDCENTRAL HUB, W/CLIENT PC	$ 5,250.00	$ 5,250.00	$ 5,250.00
1	754	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE	$ 700.00	$ 700.00	$ 700.00
1	708	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS	$ 42.00	$ 42.00	$ 42.00
1	708	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS	$ 30.00	$ 30.00	$ 30.00
1	754	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA	$ 13.00	$ 13.00	$ 13.00
1	754	CA03547AA	ADD: BRACKET, MOUNTING 2RU	$ 75.00	$ 75.00	$ 75.00
1	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	$ 650.00	$ 650.00	$ 650.00
1	754	CA03583AA	ADD: FOUR CABLES, POWER 24VDC	$ 150.00	$ 150.00	$ 150.00
4	244	B1952	SPEAKER, DESKTOP, USB	$ 585.00	$ 2,340.00	$ 2,340.00
4	754	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	$ 29.00	$ 116.00	$ 116.00
1	443	B1913	MCC SERIES HEADSET JACK	$ 200.00	$ 200.00	$ 200.00
1	706	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL	$ 227.00	$ 227.00	$ 227.00
1	708	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	$ 434.00	$ 434.00	$ 434.00
1	708	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	$ 41.00	$ 41.00	$ 41.00
1	708	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB	$ 111.00	$ 111.00	$ 111.00
1	708	DSICUSBAUDIO7D	STARTECH 7.1 USB AUDIO ADAPTER SOUND CARD	$ 60.00	$ 60.00	$ 60.00
1	147	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	$ 5,000.00	$ 5,000.00	$ 5,000.00
1	147	CA03714AA	ADD: AC POWER	$ -	$ -	$ -
1	147	CA03716AA	ADD: V.24 INTERFACE	$ 750.00	$ 750.00	$ 750.00
1	209	LSV00Q00203A	CYBERCOMM, engineering, staging, pm Phase I	$ 18,506.00	$ 18,506.00	$ 18,506.00
1	207	SERVICE	ONE TIME UPGRADE	$ 301,450.00	$ 301,450.00	$ 301,450.00
					TOTAL	$ 353,325.00

SCOTT CRUIKSHANK
(978)270-5505
scott.cruikshank@motorolasolutions.com

KELLY MCGRENAGHAN
603-699-2473
kmcgrenaghan@cybercomminc.com

VI. Site Visits

a. 11/18/25 Hollis/Brookline/Mason: TCC Nader, IT Manager Tom Roy and Facilities Manager JR Valente and I toured the Hollis/Brookline/Mason Regional Dispatch Center. They staff (1) TCO per shift with a dispatch supervisor assisting Mon-Fri 0800-1600 hrs. Their model works for them but their communities are significantly smaller than Londonderry and with lower call volumes.

Their advice was to proceed cautiously and sternly warned that fire dispatching

and police dispatching are night and day different. Trying to blend the two would likely cause operational issues between police and fire.

b. 1/9/25: TCC Nader and I visited the Capital Area Regional Fire Dispatch Center. They run (2) TCOs 24/7 and they work 24 hr shifts with the option to work up to 48 hrs. When asked for their feedback, they suggested we do not merge the two dispatch centers because police and fire dispatch services are significantly different. One on-duty TCO had previously worked for a joint dispatch center and said they routinely ran into operational inefficiencies by dispatching for both because it was very challenging for TCOs to completely bi-furcate the two styles when required to do both on a daily basis.

c. TCC Nader and I attended the TAC Conference at NHSP HQ and spoke with the dispatch supervisors from both Merrimack and Bedford PDs, and also had lunch with them both. When asked for their feedback, they recommended that we not combine the dispatch centers and they would separate out the two different services if they could. Because they have been joint centers for so long, the cost of separating into two different centers is their greatest challenge. The consistent feedback was that fire services usually suffer worse than police services in regards to joint dispatch centers.

d. If LFD TCOs handle fire calls and LPD TCOs handle police calls, but in the same center, then these challenges might not be so relevant.

e. TCC Nader sent TCO Hession the CJIS training slides for the LFD TCOs to review and complete. We believe this to be the only necessary training for LFD.

VII. Policies

a. I have obtained policies from the Bedford Police/Fire ECC and am reviewing them for our ECC. I have requested policies through our CALEA partners as well as the Rock. County Sheriff's Office.

b. If LFD handles fire/ems calls and LPD handles all police calls, there is no need to make changes to our policies.

VIII. Challenges

a. From site visits we learned that the two styles of dispatching are not synchronous, differ significantly, and present significant challenges to staff who are required to perform both duties at the same time.

b. Moving LFD to LPD eliminates the LPD backup site at LFD Central and forces us to use the MHT Comm Center as our backup center. This is a significant distance away.
c. The costs to merge the centers are significant with few, if any gains that justify the consolidation into one center.
d. Labor claims will likely be filed from both unions as these positions are collectively bargained and changes in work conditions will occur upon implementation.

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Friday, February 13, 2026 4:50 PM
To: Shaun Mulholland
Subject: Re: Materials Sought for Investigation

I can help with numbers 1 - 4. I'll contact Eric to let him know that I'll be working on gathering that information. I assume that he is looking for information on all permanent full-time and permanent part-time employees, not temporary/per diem/seasonal employees who are not part of a bargaining unit.

For numbers 5 - 6, I'll check with Tanya or Kirsten to see if they can help.

Did you grant him permission to contact staff directly, and if so, can you provide some context into this investigation and why employees are being contacted? I'm sure I'll be asked.

Thank you,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Friday, February 13, 2026 4:46 PM
To: Tara Koza <tkoza@londonderrynh.gov>
Subject: Fw: Materials Sought for Investigation

Tara

Can you help Eric with this?

Get Outlook for Android

From: Eric A. Maher <emaher@dtclawyers.com>
Sent: Friday, February 13, 2026 4:36:54 PM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: Materials Sought for Investigation

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
Good Afternoon Shaun:

I hope you're well. I am contacting you to obtain access to certain records and information of Town Employees related to the investigation that I am conducting.

Those records/information are:

1. The names of all employees that do are not included in a recognized bargaining unit of the Town;
2. The current compensation of each employee identified in response to item 1 together with their prior rate of pay and the date on which such rate of pay was approved;
3. Performance evaluations of employees identified in response to item 1 from 1/1/2024 to Present;
4. Documents reflecting any wage analyses of employees identified in response to item 1;
5. The list of meetings and attendees of the Traffic and Management Working Group; and
6. The list of meetings and attendees of the ECC Working Group formed to discuss dispatch consolidation.

I should be scheduling interviews with Town Staff shortly. I believe we discussed, but I want to confirm, that I have permission to contact Town employees directly to schedule interviews. Can you please confirm?

All the best,

Eric Maher
Donahue, Tucker, & Ciandella, PLLC
111 Maplewood Avenue, Suite D
Portsmouth, New Hampshire 03801
emaher@dtclawyers.com
603-778-0686

The information in this transmission contains information from the law firm of DONAHUE, TUCKER and CIANDELLA, PLLC which is privileged and confidential. It is intended to be used for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents is prohibited. If you receive this transmission in error, please notify us by telephone at (603) 778-0686 so that we can take appropriate steps to protect confidentiality and/or attorney-client privilege of this information. Thank you.


Please consider the environment before printing this e-mail.

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Friday, February 20, 2026 5:06 PM
To: Eric A. Maher; Shaun Mulholland
Subject: Attorney Client Privileged: Materials Sought for Investigation (Evaluations)
Attachments: Evaluation List.pdf; Sarah Jardim-Lee_Perf Eval 2.13.25.pdf; Tara Koza_Perf Eval 9.12.24.pdf; Tara Koza_Perf Eval 9.12.25.pdf; Alyssa Kuehne_Perf Eval 1.6.26.pdf; Cherie Fuller_Perf Eval 10.10.24.pdf; Cherie Fuller_Perf Eval 11.4.25.pdf; John Trottier_Perf Eval 7.1.24.pdf; Justin Campo_Perf Eval 4.1.24.pdf; Justin Campo_Perf Eval 4.1.25.pdf; Kellie Caron_Perf Eval 12.6.24.pdf; Kellie Caron_Perf Eval 12.6.25 Request.pdf; Sarah Jardim-Lee_Perf Eval 2.13.24.pdf

Eric -

Attached please find the evaluations identified in number 3 from the list of documents requested. I have added a master list for your reference.

Regards,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Eric A. Maher <emaher@dtclawyers.com>
Sent: Friday, February 13, 2026 4:36:42 PM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: Materials Sought for Investigation

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All the best,

Eric Maher

Donahue, Tucker, & Ciandella, PLLC

111 Maplewood Avenue, Suite D

Portsmouth, New Hampshire 03801

emaher@dtclawyers.com

603-778-0686

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EMAIL ATTACHMENTS NOT INCLUDED

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Friday, February 20, 2026 5:06 PM
To: Eric A. Maher; Shaun Mulholland
Subject: Attorney Client Privileged: Materials Sought for Investigation (Employee names, wage data, and market analysis)
Attachments: Non-Represented Pay Rate Report 2.16.26.pdf; HR Director Market Analysis Data 11.5.25.pdf

Eric -

Attached please find the documents responsive to numbers 1, 2 and 4 below.

Regards,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Eric A. Maher <emaher@dtclawyers.com>
Sent: Friday, February 13, 2026 4:36:42 PM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: Materials Sought for Investigation

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All the best,

Eric Maher

Donahue, Tucker, & Ciandella, PLLC

111 Maplewood Avenue, Suite D

Portsmouth, New Hampshire 03801

emaher@dtclawyers.com

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TOWN OF LONDONDERRY - NON-REPRESENTED EMPLOYEES PAY RATE REPORT - FEBRUARY 16, 2026

EMPLOYEE INFORMATION			PAY RATE			
NAME	DEPARTMENT	TITLE	PREVIOUS	DATE OF CHANGE	NEW	REASON
Caron, Kellie	Town Manager	Deputy Town Manager/Econonmic Development Director	$64.94	12/6/2025	$66.56	Merit
Pinter, Tanya	Town Manager	Executive Assistant	$36.66	10/14/2025	$41.47	Market Adjustment
Koza, Tara	Town Manager	Human Resources Director	$64.04	11/10/2025	$68.85	Market Adjustment
Fuller, Cherie	Finance	Human Resources Administrator	$41.47	11/4/2025	$42.51	Merit
Jardim-Lee, Sarah	Finance	Controller	$48.31	9/22/2025	$53.12	Market Adjustment
Campo, Justin	Finance	Director of Finance & Administration	$66.97	9/22/2025	$71.78	Market Adjustment
Trottier, John	Public Works	Director of Engineering & Environmental Services	$61.01	7/1/2025	$64.43	Union Negotiation*
Kuehne, Alyssa	Police	Prosecutor	$49.37	1/6/2026	$49.39	Merit**
Muzzy, Katherine	Police	Prosecutor	$49.37	N/A - Hired 10/6/25		

*This position was in the LEEA union at the time of the increase granted on 7/1/25. It has since been moved to the non-represented group.

**This appears as a $.02 increase is due to the fact that the salary was moved to the maximum for the range, and a lump sum payment was granted.

Town of Londonderry
Office of Human Resources
Tara Koza

November 5, 2025

Human Resources Director Compensation - External Market Data

Municipality	HR Director Minimum	HR Director Maximum
Bedford*	$98,911	$130,607
Derry	$101,335	$139,506
Portsmouth	$110,081	$140,258
Merrimack	$112,756	$140,816
Concord	$102,148	$144,289
Dover	$104,728	$151,590
Average:	**$104,993**	**$143,292**

*Bedford does not have a Human Resources Director position. Rather, they have a person who handles Human Resources and Welfare Services and also supervises payroll. Bedford is not included in the average analysis. All other municipalities reflect the title of "Human Resources Director".

Town of Londonderry, NH * 268B Mammoth Rd. * 03053
(603) 432-1100 x127 * tkoza@londonderrynh.gov

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Friday, February 20, 2026 5:07 PM
To: Eric A. Maher; Shaun Mulholland
Subject: Attorney Client Privileged: Materials Sought for Investigation (Meeting information)
Attachments: Meeting Information 2.20.26.pdf

Eric -

Attached please find the documents responsive to numbers 5 and 6 below.

Regards,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Eric A. Maher <emaher@dtclawyers.com>
Sent: Friday, February 13, 2026 4:36:42 PM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: Materials Sought for Investigation

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All the best,

Eric Maher

Donahue, Tucker, & Ciandella, PLLC

111 Maplewood Avenue, Suite D

Portsmouth, New Hampshire 03801

emaher@dtclawyers.com

603-778-0686

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Town of Londonderry, New Hampshire

268B Mammoth Road ● Londonderry, NH 03053
(603) 432-1100 ● londonderrynh.gov

To: Tara Koza, Human Resources Director
From: Administrative Services Director Kirsten Hildonen
Re: Traffic Management Working Group and ECC Working Group Meeting Information

I reviewed the meeting history for the **Traffic Management Working Group** and the **ECC Working Group** (for dispatch consolidation) as accessible without a search into private records.

Traffic Management Working Group

The Traffic Management Working Group was scheduled to meet on the following dates at the following times:

- October 8, 2025, 3 - 4 PM
- November 10, 2025, 3 - 4 PM
- December 11, 2025, 9 - 10 AM
- January 22, 2026, 9 - 10 AM
- February 12, 2026, 9 - 10 AM

The list of attendees invited was the same for each meeting as was as follows:

- Town Manager **Shaun Mulholland**
- Director of Public Works **Dave Wholley**
- Director of Engineering **John Trottier**
- GIS Manager **Mike Bazegian**
- Londonderry Police Department Captain **Alvin Bettencourt**
- Town Councilor **Dan Bouchard**

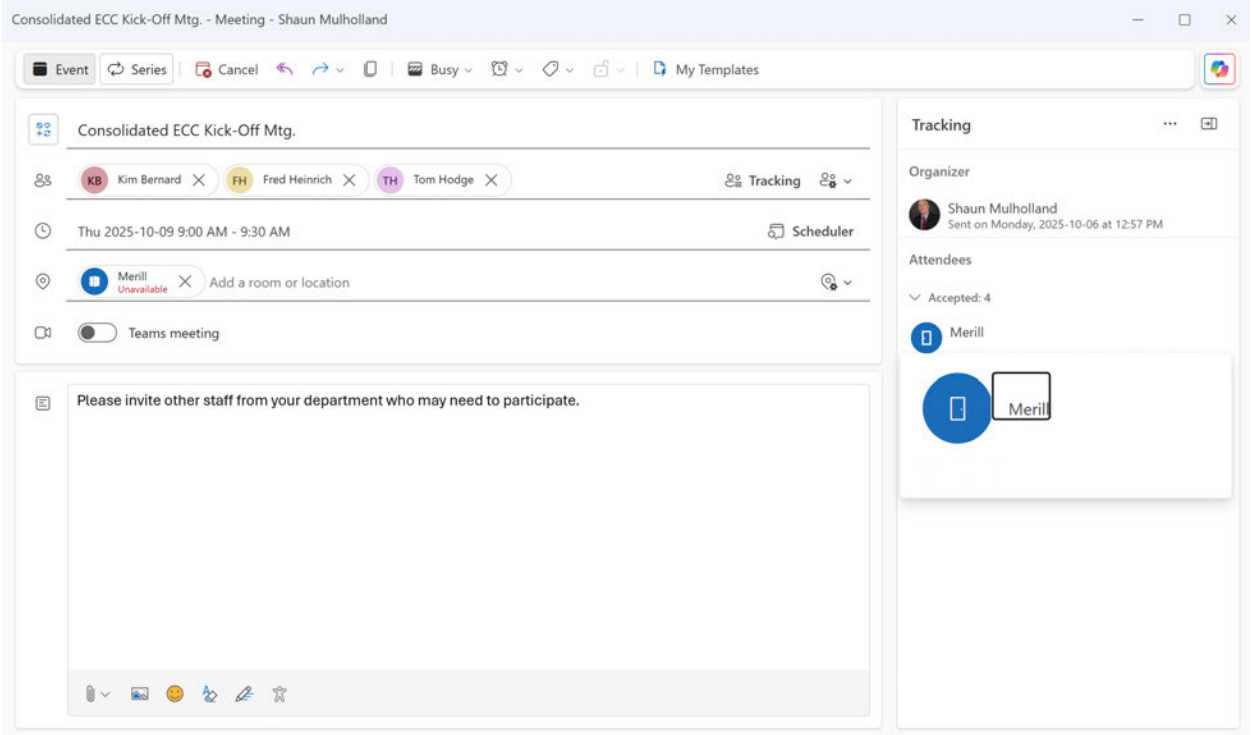
I was unable to locate any minutes or records saved following the meetings listing the people who were in attendance on a given date. I confirmed with Mike Bazegian that no attendance list or after-action report was regularly distributed following these meetings.

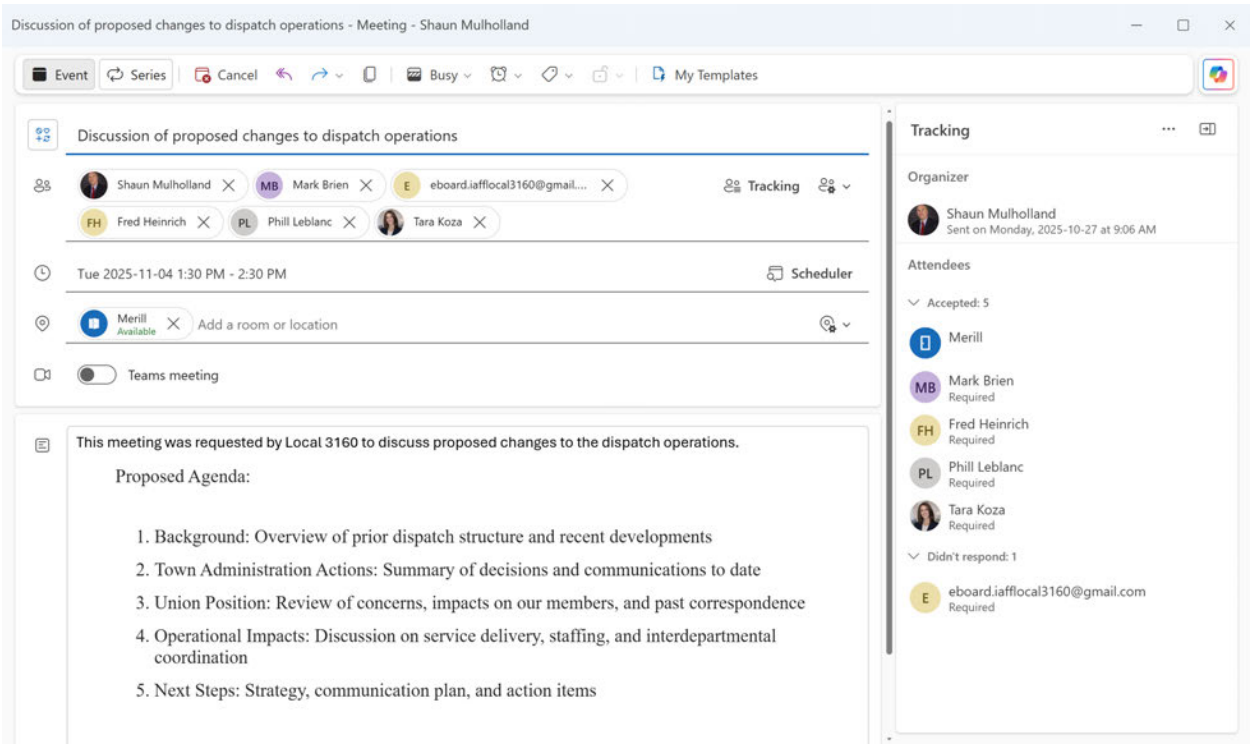
ECC Working Group

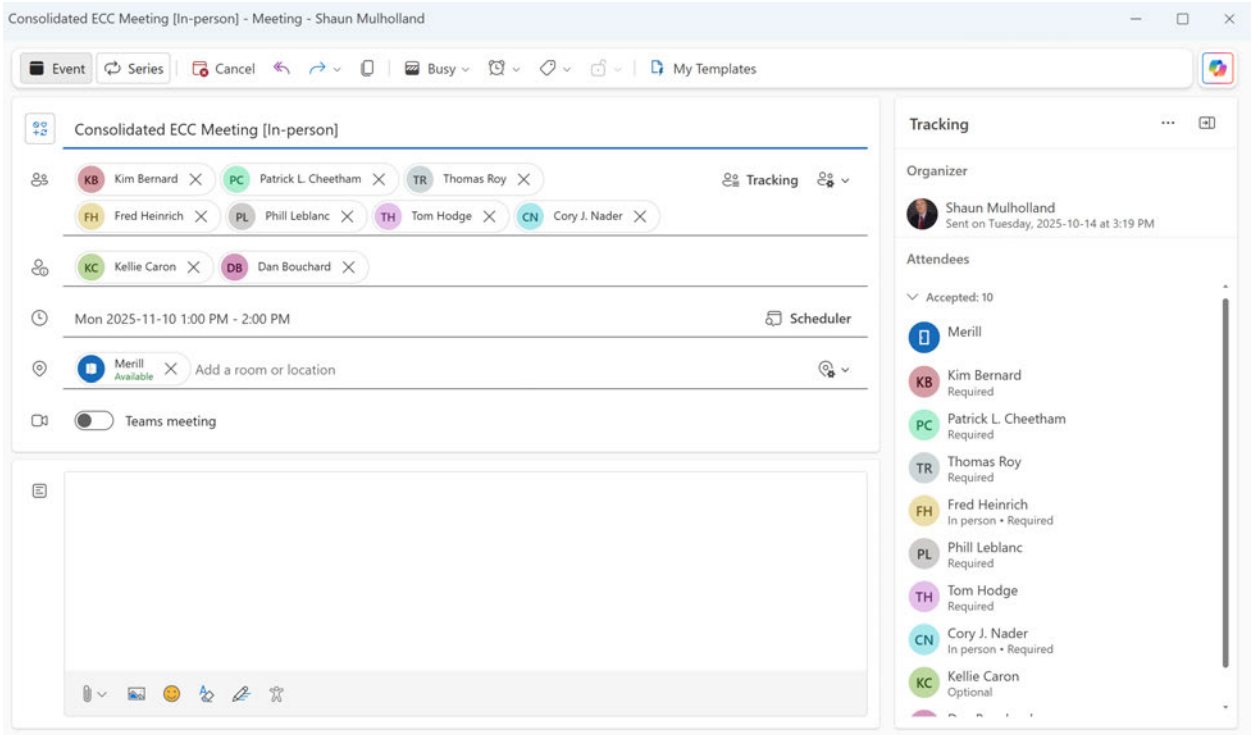
The ECC Working Group was scheduled to meet on the following dates at the following times, under the titles as listed on the calendar invitations:

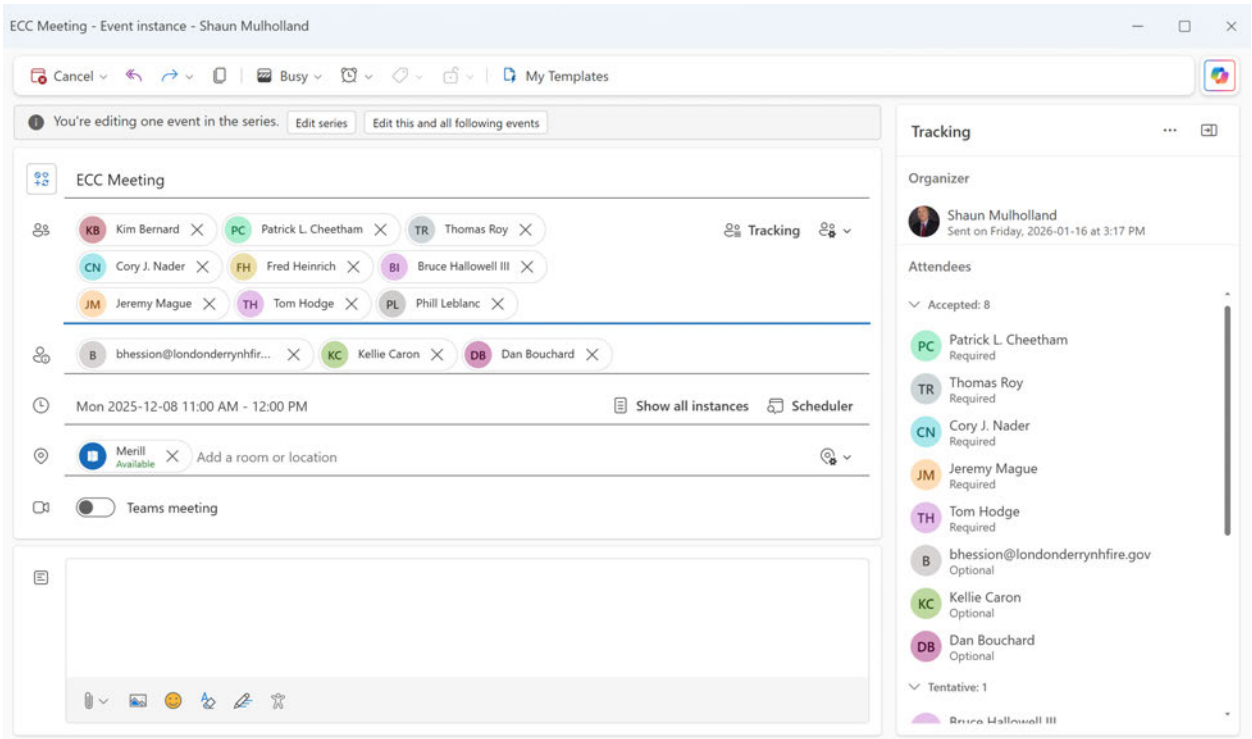
- Consolidated ECC Kick-off Meeting, October 9, 2025, 9 - 9:30 AM
- Discussion of Proposed Changes to Dispatch, November 4, 2025, 1:30 - 2:30 PM
    - *This meeting was with the IAFF 3160 rather than the working group, but id included in the interest of completeness.*
- Consolidated ECC Meeting, November 10, 2025, 11 AM - 12 PM
- ECC Meeting, December 8, 2025, 11 AM - 12 PM
- ECC Meeting, January 12, 2026, 11 AM - 12 PM

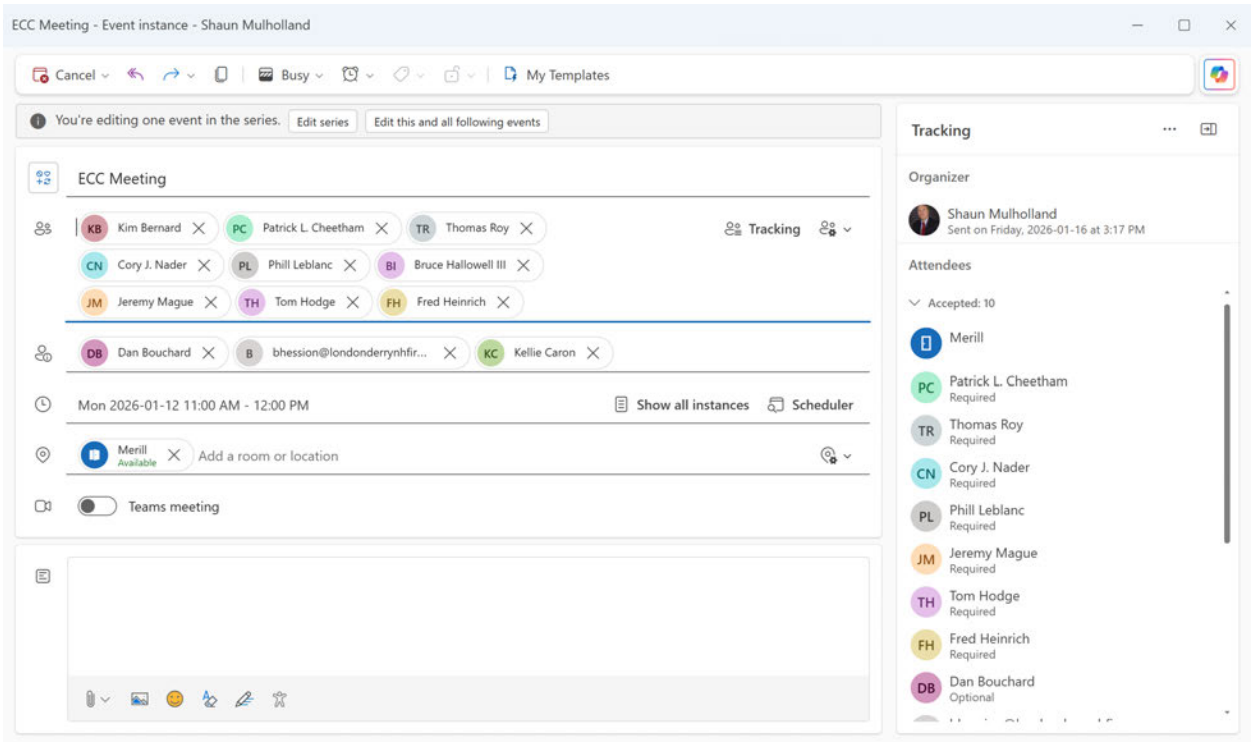
The list of attendees invited for each meeting varies and can be seen on the following screenshots. However, the invitation explicitly indicated that senior leadership should invite whoever on their staff that they find appropriate.






Consolidated ECC Meeting [In-person] - Meeting - Shaun Mulholland
Event
Series
Cancel
Busy
My Templates
Consolidated ECC Meeting [In-person]
Kim Bernard
Patrick L. Cheetham
Thomas Roy
Tracking
Fred Heinrich
Phill Leblanc
Tom Hodge
Cory J. Nader
Kellie Caron
Dan Bouchard
Mon 2025-11-10 1:00 PM - 2:00 PM
Scheduler
Merill
Available
Add a room or location
Teams meeting
Tracking
Organizer
Shaun Mulholland
Sent on Tuesday, 2025-10-14 at 3:19 PM
Attendees
Accepted: 10
Merill
Kim Bernard
Required
Patrick L. Cheetham
Required
Thomas Roy
Required
Fred Heinrich
In person • Required
Phill Leblanc
Required
Tom Hodge
Required
Cory J. Nader
In person • Required
Kellie Caron
Optional


ECC Meeting - Event instance - Shaun Mulholland
Cancel
Busy
My Templates
You're editing one event in the series.
Edit series
Edit this and all following events
ECC Meeting
Kim Bernard
Patrick L. Cheetham
Thomas Roy
Tracking
Cory J. Nader
Fred Heinrich
Bruce Hallowell III
Jeremy Mague
Tom Hodge
Phill Leblanc
bhession@londonderrynhfir...
Kellie Caron
Dan Bouchard
Mon 2025-12-08 11:00 AM - 12:00 PM
Show all instances
Scheduler
Merill
Available
Add a room or location
Teams meeting
Tracking
Organizer
Shaun Mulholland
Sent on Friday, 2026-01-16 at 3:17 PM
Attendees
Accepted: 8
Patrick L. Cheetham
Required
Thomas Roy
Required
Cory J. Nader
Required
Jeremy Mague
Required
Tom Hodge
Required
bhession@londonderrynhfire.gov
Optional
Kellie Caron
Optional
Dan Bouchard
Optional
Tentative: 1


ECC Meeting - Event instance - Shaun Mulholland
Cancel
Busy
My Templates
You're editing one event in the series.
Edit series
Edit this and all following events
ECC Meeting
Kim Bernard
Patrick L. Cheetham
Thomas Roy
Tracking
Cory J. Nader
Phill Leblanc
Bruce Hallowell III
Jeremy Mague
Tom Hodge
Fred Heinrich
Dan Bouchard
bhession@londonderrynhfir...
Kellie Caron
Mon 2026-01-12 11:00 AM - 12:00 PM
Show all instances
Scheduler
Merill
Available
Add a room or location
Teams meeting
Tracking
Organizer
Shaun Mulholland
Sent on Friday, 2026-01-16 at 3:17 PM
Attendees
Accepted: 10
Merill
Patrick L. Cheetham
Required
Thomas Roy
Required
Cory J. Nader
Required
Phill Leblanc
Required
Jeremy Mague
Required
Tom Hodge
Required
Fred Heinrich
Required
Dan Bouchard
Optional

From: Shaun Mulholland
Sent: Tuesday, March 3, 2026 4:51 PM
To: Eric A. Maher
Subject: RFQ for Legal Services
Attachments: 2026 Londonderry Legal Counsel RFQ.pdf

Eric

See the RFQ for legal services.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

Shaun Mulholland
Town Manager
(603) 432-1100 ext. 401
smulholland@londonderrynh.gov

Kellie Caron
Deputy Town Manager
(603) 432-1100 ext. 402
kcaron@londonderrynh.gov

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

Request for Qualifications (RFQ)
Municipal Legal Counsel Services

This document contains the draft RFQ language, the evaluation scoring matrix, and the structured interview guide for use by the Selection Committee.

A. General Information

Issuing Entity: Town of Londonderry, New Hampshire
RFQ Title: Request for Qualifications – Municipal Legal Counsel Services
RFQ Number: RFQ-2026-10
Issue Date: March 4, 2026
Qualifications Due: 5 PM, April 22, 2026
Submittal by Email to: smulholland@londonderrynh.gov

RFQ Contact (Single Point of Contact):
Name: Shaun Mulholland, Town Manager
Phone: 603-432-1100 x 401
Email: smulholland@londonderrynh.gov

1. Introduction and Purpose

The Town of Londonderry, New Hampshire ("Town") is soliciting statements of qualifications from experienced and qualified attorneys or law firms ("Firm" or "Firms") to provide municipal legal counsel services to the Town on a contractual basis.

The Town seeks counsel with substantial experience in New Hampshire municipal law, including but not limited to municipal governance, right-to-know law, planning and zoning, land use, taxation and assessment appeals, labor and employment, contracts and procurement, code enforcement, and general civil litigation.

The Town may select:

• A single firm to provide comprehensive municipal legal services; or

• Multiple firms to provide specific components (e.g., general town counsel, land use, labor/employment), if determined to be in the Town's best interest.

Award will be made to the Firm(s) whose qualifications are determined to be most advantageous to the Town, taking into account the evaluation criteria set forth in this RFQ. While fee structure will be considered, this is primarily a qualifications-based selection process.

2. Background – Town of Londonderry

Londonderry is a growing New Hampshire community with a population of approximately 27,100 residents. The Town operates under a Town Council/Town Manager form and provides a full range of municipal services, including police, fire, public works, planning and development, recreation, and general government services.

The Town regularly addresses issues related to:

• Planning and zoning, development review, and land use.

• Tax assessment and abatement appeals.

• Collective bargaining and personnel matters.

• General municipal governance, contracts, and procurement.

• Civil litigation and enforcement actions, as needed.

Additional information about the Town, including budgets and annual reports, is available on the Town's website at www.londonderrynh.gov.

3. Scope of Services

- 3.1 General Counsel
    - Advise Town Council, Town Manager, departments, boards, and commissions on all aspects of municipal law.
    - Draft, review, and/or negotiate ordinances, regulations, policies, contracts, leases, MOUs, inter-municipal agreements, and other legal instruments.
    - Provide opinions on statutory interpretation, charter and ordinance issues, and ethics/conflict-of-interest matters.

- 3.2 Planning, Zoning, and Land Use
    - Advise Planning Board, Zoning Board of Adjustment, Conservation Commission, and related boards.
    - Assist with development agreements, subdivision and site plan approvals, and enforcement.
    - Represent the Town in land use appeals before the Superior Court and other tribunals.
- 3.3 Taxation and Assessing
    - Advise on property tax assessments, abatements, exemptions, and current use.
    - Represent the Town in tax appeals before the Board of Tax and Land Appeals and Superior Court.
- 3.4 Labor & Employment
    - Provide advice on personnel matters, discipline, grievances, and workplace policies.
    - Assist with collective bargaining, contract administration, and labor relations, as needed.
- 3.5 Litigation and Administrative Proceedings
    - Represent the Town in civil actions in state and federal courts, administrative hearings, and other proceedings, when assigned.
    - Coordinate with the Town's insurers and insurance defense counsel, as applicable.
- 3.6 Meetings and Training
    - Attend Town Council and other board/committee meetings as requested.
    - Provide training for elected officials and staff on topics such as RSA 91-A, conflicts of interest, ethics, governance, and land use law.
- 3.7 Availability and Reporting
    - Provide timely responses to routine inquiries (e.g., within one business day for non-urgent matters).
    - Provide regular status updates on significant matters and litigation.
    - Submit detailed monthly invoices describing services provided, time spent, and personnel involved.

The Town reserves the right to modify the scope of services during contract negotiations.

4. Term of Engagement

The Town anticipates entering into a professional services agreement with the selected Firm(s) for an initial term of [three (3) to five (5)] years, with options to renew for additional periods upon mutual agreement, subject to annual appropriation and the Town's right to terminate for convenience or cause.

5. Minimum Qualifications

- Be duly licensed to practice law in the State of New Hampshire, with all attorneys assigned to Town work in good standing with the New Hampshire Bar.
- Demonstrate at least five (5) years of significant experience representing New Hampshire municipalities or comparable local government entities in the areas identified in the Scope of Services.
- Maintain adequate professional liability (errors and omissions) insurance and other insurance required by the Town.
- Affirm that it has no conflict of interest that would preclude it from representing the Town, and agrees to disclose any potential conflicts that arise during the engagement.

6. Submission Requirements

Firms shall submit a electronic copy (PDF) of their Statement of Qualifications. Submittals shall be organized in the following order and include, at a minimum:

1. Cover Letter
2. Firm Profile
3. Proposed Team
4. Relevant Experience
5. Approach and Capacity
6. References
7. Fee Structure
8. Insurance
9. Required Forms/Certifications

7. Evaluation Criteria

The Town will evaluate and rank submittals based on, but not limited to, the following factors:

- Experience and qualifications in municipal law, with emphasis on New Hampshire.
- Qualifications and experience of assigned attorneys and staff.
- Quality of prior work and references.
- Understanding of the Town's needs and proposed approach.
- Fee structure and overall value.
- Demonstrated capacity to handle the Town's anticipated workload and timelines.

8. Selection Process

10. Review of Qualifications by the Town's Selection Committee.
11. Shortlisting of top-ranked Firms.
12. Interviews with shortlisted Firms (in person or virtual).
13. Reference checks for one or more Firms under final consideration.
14. Negotiation of terms, including scope, staffing, and fee structure, with the top-ranked Firm(s).

15. Recommendation of the preferred Firm(s) to the Town Council.
16. Formal award and execution of a professional services agreement, subject to all required approvals.

9. General Terms and Conditions

- Addenda: Any changes to this RFQ will be by written addendum posted on the Town's website and/or distributed to known holders of the RFQ.
- Public Records: Submittals may be subject to disclosure under New Hampshire's Right-to-Know Law (RSA 91-A).
- Costs of Preparation: All costs associated with preparing and submitting qualifications are the sole responsibility of the Firm.
- Non-Discrimination: Firms shall comply with all applicable federal and state laws and regulations regarding non-discrimination and equal opportunity.
- Conflicts of Interest: Firms must disclose any actual or potential conflicts of interest and describe how such conflicts will be avoided or mitigated.

10. Questions and Clarifications

All questions regarding this RFQ must be submitted in writing by [Time, Date] to:

Shaun Mulholland, Town Manager
Town of Londonderry, NH
Email: smulholland@londonderrynh.gov

No verbal interpretations will be given. Answers to all substantive questions will be issued in writing via addendum and posted on the Town's website.

11. Anticipated Schedule

Milestone	Date / Time
RFQ Issued	March 4, 2026
Deadline for Written Questions	March 24, 2026 – 5 pm
Addenda (if any) Issued	March 31, 2026
Qualifications Due	April 22, 2026 – 5pm
Shortlisting and Initial Evaluation Completed	May 1, 2026
Interviews with Shortlisted Firms (if held)	May 2026
Selection Committee Recommendation	June, 2026
Council/Board Consideration of Award	June 15, 2026

Anticipated Start of Services	After July 1, 2026

12. Reservation of Rights

- Reject any or all submittals.
- Waive any minor informalities or irregularities in submittals.
- Request clarification or additional information from any Firm.
- Cancel this RFQ in whole or in part.
- Negotiate with one or more Firms.
- Select the Firm or Firms that, in the Town's judgment, best serve the interests of the Town.

From: Eric A. Maher <emaher@dtclawyers.com>
Sent: Tuesday, March 3, 2026 5:30 PM
To: Shaun Mulholland
Subject: RE: [EXTERNAL] RFQ for Legal Services

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Thank you, Shaun. We will be putting in for this work.

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Tuesday, March 3, 2026 4:51 PM
To: Eric A. Maher <emaher@dtclawyers.com>
Subject: [EXTERNAL] RFQ for Legal Services

Eric

See the RFQ for legal services.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Wednesday, March 4, 2026 4:54 PM
To: Tara Koza
Cc: Eric A. Maher
Subject: Internal Investigation

Tara

Attorney Eric Maher has been hired by the Town to conduct an internal investigation. You are not the subject of the investigation; however, you may have some relevant information that may be helpful to the investigation. He will be in contact with you shortly. You are directed to cooperate fully and answer his questions.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

Shawn Faber for Londonderry Town Council's Post



Shawn Faber for Londonderry Town Council
March 4 ·

I am writing to express my strong and urgent support for Ron Dunn and Ted Combes in the upcoming Londonderry Town Council election March 10th. This election is critically important for the future of our town, and the choices we make now will have lasting impacts on our community's financial health, governance, and overall quality of life. I've tried to stay out of the back and forth on social media, but this is far too important for the future of Londonderry.

Ron Dunn and Ted Combes stand as principled leaders committed to responsible stewardship of taxpayer dollars, transparent governance, and protecting the interests of all Londonderry residents. Their opponents, particularly Kristine Perez, represent a continuation of reckless spending practices championed by the current Town Manager—practices that threaten the fiscal stability and trust of our community.

Of particular concern is Kristine Perez's troubling legislative efforts(HB1420), to funnel taxpayer dollars to her friend and Town Councilor, Deb Paul. Councilor Paul has consistently voted against any meaningful restrictions on the Town Manager's authority, raising serious questions about her motivations. It is difficult to ignore the conflict of interest when Councilor Paul benefits financially through taxpayer-funded support for her newspaper. Her recent refusal to recuse herself from a purchasing policy vote—one that would have imposed reasonable limits on the Town Manager—only underscores the lack of accountability and ethical governance among this group.

Without policies like this, the Town Manager will continue his unchecked spending, such as handing out raises which average above 16% and even as high as 25%, and burying an over $678,040 contract in the default budget without voter approval or Town Council knowledge. Ron Dunn and Ted Combes have worked together with me to prevent this irresponsible behavior in the future, in addition to saving the tax payers over $1 million dollars during budget season.

Furthermore, Councilor Paul, along with Councilor Bouchard and Kristine Perez, have demonstrated a concerning lack of understanding and commitment necessary to govern effectively. Their actions suggest a disregard for prudent fiscal management and transparency, which are essential for maintaining public trust and ensuring Londonderry's continued prosperity. They keep saying change with no clear plan to get there.

In contrast, Ron Dunn and Ted Combes bring the experience, integrity, and vision needed to guide Londonderry toward a more responsible and accountable future. Help us continue the plan to improve services such as DPW, Fire, and Police, over time in a cost effective manner. Calm responsibility over flailing chaos and false promises. They understand the importance of balancing growth with fiscal responsibility and are dedicated to ensuring that taxpayer dollars are spent wisely and transparently.

I urge all voters in Londonderry to carefully consider the stakes of this election. Supporting Ron Dunn and Ted Combes is a vote for honest leadership, fiscal responsibility, and a brighter future for our town.

TAR

thomasroynh@gmail.com | 603-765-0310
23 Magnolia Dr. Old Orchard, ME 04064

THOMAS A. ROY

March 23, 2026

Chief Kim Alan Bernard
Londonderry Police Department
268A Mammoth Road
Londonderry, NH 03053

Dear Chief Bernard,

Please accept this letter as my formal resignation from the Londonderry Police Department. My last day of employment will be May 2, 2026.

I want to express my sincere appreciation for the opportunity to serve the department and community over the past several years. It has been an honor to support the men and women of the Londonderry Police Department and to work alongside such dedicated professionals. I am truly grateful for the trust placed in me and for the meaningful work we accomplished together across numerous technology initiatives.

I am committed to ensuring a smooth transition. I will make sure all active projects, documentation, and responsibilities are properly organized before my departure and will assist with any knowledge transfer needed.

Thank you again for the opportunity to be part of the Londonderry Police Department. I am grateful for the experience, the relationships, and your leadership throughout my time here.

Respectfully,

Thomas A. Roy

From: Shaun Mulholland
Sent: Wednesday, March 25, 2026 1:59 PM
To: Eric A. Maher
Subject: Re: [EXTERNAL] RFQ for Legal Services

Eric

Understood.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Eric A. Maher <emaher@dtclawyers.com>
Sent: Wednesday, March 25, 2026 12:24 PM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: RE: [EXTERNAL] RFQ for Legal Services

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Good Afternoon Shaun:

I am writing to provide a brief update on the RFQ for legal services. Given the pending investigations that DTC is conducting, and after consulting with individuals in my office, I believe that submitting a response to the RFQ would create an appearance of impropriety and partiality that may undermine the work that we have been hired to perform. As we strive to have our work be above-reproach in all regards, the risk of such a negative perception is untenable to my existing obligations to the Town.

Therefore, while I appreciate the opportunity, we unfortunately cannot submit a response at this time. Thank you again for the consideration and opportunity.

All the best,

Eric

Eric Maher
Donahue, Tucker, & Ciandella, PLLC
111 Maplewood Avenue, Suite D
Portsmouth, New Hampshire 03801
emaher@dtclawyers.com
603-778-0686

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Please consider the environment before printing this e-mail.

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Tuesday, March 3, 2026 4:51 PM
To: Eric A. Maher <emaher@dtclawyers.com>
Subject: [EXTERNAL] RFQ for Legal Services

Eric

See the RFQ for legal services.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

DEPUTY CHIEF OF POLICE
JASON Y. BREEN

PROSECUTORS
ALYSSA L. KUEHNE
KATHERINE J. MUZZY

CHIEF OF POLICE
KIM ALAN BERNARD

DIVISION CAPTAINS
PATRICK L. CHEETHAM
TIMOTHY C. O'DONAGHUE
ALVIN M. BETTENCOURT
JASON G. TEUFEL

April 2, 2026

To: Thomas A. Roy
From: Kim A. Bernard
Ref: Resignation Letter

Dear Tom,

I have received and accepted your letter of resignation from the Londonderry Police Department, effective May 2, 2026.

Throughout your service to the Town and the Londonderry Police Department, you have helped shape the agency we are today. Your experience, dedication, wisdom, loyalty, and professionalism have had a direct impact on all of us. You have helped keep our organization safe and secure, assisted with numerous criminal investigations, and kept a keen eye on our fiduciary responsibilities from day one. Your contributions will not be forgotten.

We wish you all the best as you move on to this next chapter. As we often say, "You are part of the LPD family and will always be welcome home."

With gratitude,

Kim A. Bernard,
Chief of Police

Cc: Roy file, HR Dept.

268A MAMMOTH ROAD, LONDONDERRY, NH 03053
(603) 432-1118
FAX: (603) 432-1117
www.londonderrynhpd.gov

From: Kim A. Bernard <kbernard@londonderrynhpd.gov>
Sent: Thursday, April 2, 2026 2:16 PM
To: All Personnel Email Group
Cc: Tara Koza
Subject: Resignation of Tom Roy

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All,

I have received and accepted the resignation of Tom Roy, effective 05/02/26. As we all know, Tom is an amazing employee, one of the best! Tom will be taking a new job in Maine, closer to home. There are so many great things Tom has done for us over the last 11 years, I can't begin to list. While we have him, please make sure you find the time to thank him and wish him well!

Respectfully,

Kim

Kim Alan Bernard

Chief of Police
Londonderry Police Department
268A Mammoth Road
Londonderry, NH 03053
Business: (603) 432-1118
Desk: (603) 425-5901
kbernard@londonderrynhpd.gov

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Londonderry Police Department

TAR

thomasroynh@gmail.com | 603-765-0310
23 Magnolia Dr. Old Orchard, ME 04064

THOMAS A. ROY

April 23, 2026

Chief Kim Alan Bernard
Londonderry Police Department
268A Mammoth Road
Londonderry, NH 03053

Dear Chief Bernard,

I am writing to formally rescind my resignation submitted on March 23, 2026. After further reflection and changes in my personal circumstances, I would like to continue my employment with the Londonderry Police Department, provided this is still acceptable to the department.

I remain committed to supporting the mission of the Londonderry Police Department and to continuing the work we have been doing across our technology initiatives. It has been an honor to serve the department and community, and I would be grateful for the opportunity to continue contributing to our ongoing efforts.

Thank you for your understanding and consideration. Please let me know if there is anything further you need from me as part of this process.

Respectfully,



Thomas A. Roy

From: Kim A. Bernard <kbernard@londonderrynhpd.gov>
Sent: Monday, April 27, 2026 1:51 PM
To: Thomas A. Roy; Jason Y. Breen
Cc: Shaun Mulholland; Tara Koza
Subject: Rescission of Resignation

Tom,

I have to rescind your resignation/rescission. I do not have the authority to accept it. As discussed the other day, the Town Manager would like to have a meeting with you, me and Breen, to discuss what the clear expectations will be on the position moving forward. I know you said you could meet and discuss, I have not been able to circle back with you on a day and time yet. Breen will be reaching out to set that up. (I will join via zoom or phone)

I would like to apologize to you for putting the cart before the horse. [redacted]

Respectfully,

Kim

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Londonderry Police Department

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Monday, April 27, 2026 2:06 PM
To: Kim Bernard
Cc: Tara Koza; Kellie Caron
Subject: Re: Rescind letter

Chief

Thank you for doing that. I spoke with Deputy Chief Breen. He will work with Tom as best he can for this week if possible. If not, then early next week. You do not need to submit the memo as discussed in my previous email. Hopefully we can get this matter addressed shortly without going down that road.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Kim A. Bernard <kbernard@londonderrynhpd.gov>
Sent: Monday, April 27, 2026 2:01 PM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Cc: Tara Koza <tkoza@londonderrynh.gov>; Kellie Caron <kcaron@londonderrynh.gov>
Subject: Re: Rescind letter

Shaun,

The email to Tom has been sent. Again, I apologize for the misunderstanding on what the expectations were. I will wait to see a date and time for the meeting with Tom. Lastly, after our meeting/discussion do you want me to hold off on the written respond to the memo outline request?

Kim

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Monday, April 27, 2026 9:45 AM
To: Kim A. Bernard <kbernard@londonderrynhpd.gov>
Cc: Tara Koza <tkoza@londonderrynh.gov>; Kellie Caron <kcaron@londonderrynh.gov>
Subject: Fw: Rescind letter

> **[CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe]

Chief

Please generate a memorandum for record detailing the course of events from the time Tom Roy notified you of his intention to resign through today. Also, please articulate what authority you believe that you

have to rescind a resignation that an employee has made especially in light of the fact that you are aware that I wanted to discuss this further.

Unless I am missing something, you do not have any such authority. You need to withdraw your proclaimed rescission of Tom's resignation immediately.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Kim A. Bernard <kbernard@londonderrynhpd.gov>
Sent: Monday, April 27, 2026 9:05 AM
To: Thomas Roy <taroy@londonderrynhpd.gov>
Cc: Kara Whitman <kwhitman@londonderrynhpd.gov>; Tara Koza <tkoza@londonderrynh.gov>; Alvin M. Bettencourt <abettencourt@londonderrynhpd.gov>; Marc Beaudoin <marc@krupskibeaudoin.com>; Shaun Mulholland <smulholland@londonderrynh.gov>; Kim Bernard <kbernard@londonderrynhpd.gov>
Subject: Re: Rescind letter

Tom,

First off, I want to thank you for choosing to stay with us. The last ten plus years having you on our team has been an absolute pleasure. You have given us more than we could have hoped for in return. While there are times in our lives when we must make hard decisions, I know that this was not easy for you and your family. My decision is easy. I will happily accept this letter rescinding your resignation. We look forward to having you stay on our team.

With gratitude,

Kim A. Bernard,
Chief of Police

From: Thomas A. Roy <taroy@londonderrynhpd.gov>
Sent: Thursday, April 23, 2026 12:23 PM
To: Kim A. Bernard <kbernard@londonderrynhpd.gov>
Cc: Kara J. Whitman <kwhitman@londonderrynhpd.gov>
Subject: Rescind letter

Chief, please see the rescind letter attached.

Thank you for your consideration.

Sincerely,

Thomas A. Roy
Public Safety IT Coordinator
Londonderry Police Department

268A Mammoth Road
Londonderry, NH 03053
Business: (603) 432-1118
Desk: (603) 432-1110
taroy@londonderrynhpd.gov

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Londonderry Police Department

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Londonderry Police Department

Docusign Envelope ID: 63EE8C62-24CB-8596-8323-1EA63E72B8FD

TOWN OF LONDONDERRY
PAYROLL STATUS CHANGE FORM

NAME:	Thomas Roy	**EMPLOYEE #:**	572
DEPARTMENT:	Police	**UNION:**	LAPS
DATE OF HIRE:	8/3/2020	**EFFECTIVE DATE:**	5/2/2026

REASON FOR CHANGE

[ ]	New Hire	[ ]	Merit Increase	[X]	Voluntary Resignation
[ ]	Promotion	[ ]	Step Increase	[ ]	Involuntary Termination
[ ]	Transfer	[ ]	Probation Completec	[ ]	Retirement
[ ]	Demotion	[ ]	Union Contract	[ ]	Other _____

POSITION INFORMATION

DEPARTMENT:	Police
JOB TITLE:	Public Safety IT Coordinator
POSITION CLASSIFICATION:	Exempt
SHIFT/HOURS:	40 hours/week
OTHER:	

RATE

	CURRENT SALARY RATE:
Base Hourly Rate	$54.47
Certifications:	$0.00
Longevity:	$0.00
Adjusted Hourly Rate:	$54.47
Base (Weekly)	$2,178.80
ANNUAL SALARY:	**$113,297.60**

COMMENTS

Comments: Thomas' last day of employment is May 2, 2026. He has voluntarily resigned.

APPROVALS

DEPARTMENT HEAD:	Signed by: DocuSigned by: 1049D9960FE44D6...	DATE:	5/18/2026
HUMAN RESOURCES DIRECTOR:	Tara Koza DocuSigned by: 05A8B6B7FF6A4C8...	DATE:	5/4/2026
FINANCE DIRECTOR:	Justin W. Campo Signed by: 2EC3648D...	DATE:	5/14/2026
TOWN MANAGER:	Shawn Mulholland 82BB7E423858440...	DATE:	5/4/2026

Docusign Envelope ID: 63EE8C62-24CB-8596-8323-1EA63E72B8FD

TOWN OF LONDONDERRY
SEPARATION PAY WORKSHEET

Employee Information:			
Employee Name:	Thomas Roy	**Date of Hire:**	8/3/2020
Position:	Public Safety IT Coord	**Separation Date:**	5/2/2026
Accruals as of:	4/25/2026	**Length of Service:**	5years,8months
Union:	LAPS	**Hourly Rate:**	$54.47

Vacation Leave:

	Hours	Rate	Total
Current accrual balance:	213.25		
May 1st- May 2nd	0.90		
TOTAL:	214.15		
Per the CBA, payout of 100% earned vacation hours	**214.15**	**$54.47**	**$11,664.75**

Sick Leave:

	Hours	Rate	Total
Current accrual balance:	47.48		
May 1st- May 2nd	0.52		
Total:	48.00		
Per the LAPS CBA, the maximum sick payout for 1-5 years is 5 days= 40 hours.	**40.00**	**$54.47**	**$2,178.80**
Total Amount Due to Employee:			$13,843.55

Additional Employee Insurance Premiums to be Withheld from Final Paycheck:

	Premium:	# of Paychecks:	Total:
Dental Option 10- 2 person	$1.76	3	**$5.28**
Lumenos- 2 person	$0.00	3	**$0.00**

Additional Employer Insurance Premiums to be Withheld from Final Paycheck:

	Premium:	# of Paychecks:	Total:
Dental Option 10- 2 person	$24.09	3	**$72.27**
Lumenos- 2 person	$651.80	3	**$1,955.40**

APPROVALS:

Department Head:	Signed by: DocuSigned by: 4B49D9060FE44D6... Tara Koza	**Date:** 5/18/2026
Human Resources Director:	DocuSigned by: 165ABD6B7766A4C6... Joshua W. Campo	**Date:** 5/4/2026
Finance Director:	Signed by: 82AD47C2E0B648D... Shaun Mulholland	**Date:** 5/14/2026
Town Manager:	82BB7E423858440...	**Date:** 5/4/2026

ASSISTANT CHIEF
FRED HEINRICH

DEPUTY CHIEF
PHILIP LEBLANC

FIRE PREVENTION
BRIAN JOHNSON

CHIEF OF DEPARTMENT
EMERGENCY MANAGEMENT DIRECTOR
JAMES YOUNG

BATTALION CHIEFS
JEREMY MAGUE
BRUCE HALLOWELL
JEFFREY ANDERSON
JONATHAN CAMIRE

MEMO

On Wednesday May 13th, 2026, at 1514 while at work, I received a call to my personal cell phone from Town Councilor Ted Combs. Councilor Combs asked if I had received an email from Town Manager, Shaun Mullholand, about a possible scam involving a lawyer. He went on to explain that the lawyer was contacting town employees to be interviewed about an investigation involving the Town Manager, at the request of Town Council Chair, Ron Dunn. I responded that I had. Councilor Combs informed me that the email sent by the Town Manager was in fact false and that I should comply with the lawyer, should he reach out. Council Combs then went on to tell me that the Town Manager does not know what he is doing right now and that he had no right to send this email out or direct town staff in this manner. I did not say anything at this point. I then asked Councilor Combs if I should alert the Fire Chief to this, and he responded yes please do. He went on to tell me he believes the Town Manager is violating HR laws. I do not recall exactly what HR laws he referenced.

The phone call lasted 59 seconds. I immediately reported to the Fire Chief the conversation that I had just had.

Deputy Chief
Philip LeBlanc

280 MAMMOTH ROAD, LONDONDERRY, NH 03053
(603) 432-1124
FAX: (603) 432-1129
www.londonderrynh.gov

TAR

thomasroynh@gmail.com | 603-765-0310
23 Magnolia Dr. Old Orchard, ME 04064

THOMAS A. ROY

May 13, 2026

Captain Alvin Bettencourt
LAPS President
Londonderry Police Department
268A Mammoth Road
Londonderry, NH 03053

CC: Ron Dunn, Shawn Faber, Kim Bernard

Dear Captain Bettencourt,

I am writing to formally document the circumstances surrounding my separation from employment with the Londonderry Police Department and to ensure that the details of my situation are clearly understood and, if appropriate, reviewed from a union representation and member rights perspective.

On Monday, March 23, 2026, I submitted my resignation to the Chief of Police, which was formally accepted on Thursday, April 2, 2026. My resignation followed proposed organizational changes that would have resulted in the restructuring of my position.

My decision was directly influenced by the restructuring of the Town's Information Technology services as outlined by Town Manager Shaun Mulholland, including the consolidation of IT functions at the Town level and the restructuring of my role as IT Coordinator within the Police Department. This represented a fundamental change to both the position and the organizational structure under which I was hired—one that I could not professionally support or continue under.

I served 6.75 years with the Londonderry Police Department and previously 9 years with the Town of Londonderry. Throughout my tenure, I consistently supported the Department, its personnel, and the broader mission of public service, maintaining positive and collaborative working relationships.

In late October 2025, I met with Town Manager Shaun Mulholland, who encouraged me to apply for the newly created Cyber Services Director position. After careful consideration and discussion of the role, I chose not to apply, as the reporting structure and associated factors were not aligned with my professional judgment or personal circumstances.

As the restructuring progressed, the ongoing uncertainty surrounding my role resulted in significant work-related stress. [redacted]

On Thursday, April 23, 2026, I submitted a written request to rescind my resignation, addressed to the Chief of Police. On Monday, April 27, 2026, I was informed that the rescission could not be approved at that level and that I would be required to meet with Town Manager Shaun Mulholland.

Due to a death in my family on April 28, 2026, it was difficult to meet that week; however, I made arrangements to attend a meeting on Wednesday, April 29, 2026. Prior to the meeting, I was informed by Mr. Mulholland that I would not be permitted to have union representation present, as the meeting was characterized as non-disciplinary in nature. Given the subject matter and potential impact on my employment, this was concerning.

The meeting was attended by myself, the Chief of Police, Kim Bernard, Deputy Chief Breen, Town Manager Shaun Mulholland, and Human Resources Director Tara Koza. During the meeting, Mr. Mulholland stated that my rescission would stand unless I withdrew it and indicated that he expected me to report to work the following Monday. I explained that, due to the recent death in my family, I would be unable to return on Monday or Tuesday due to funeral arrangements. He responded, "whenever you can," without acknowledgment of the circumstances.

Mr. Mulholland then outlined planned changes to my role, including adding responsibilities supporting the Fire Department and modifying my reporting structure so that I would report to the Cyber Services Director. I expressed that these changes were outside the scope of my position and inconsistent with my union structure. He responded that this would be "an easy administrative change."

He further stated that I would be required to be on-site five days per week.

On Saturday, May 2, 2026, my final day of employment, I notified all parties present at the April 29 meeting via email that I would not be returning and that my employment had concluded.

I am aware that my departure has, in some instances, been characterized as a retirement or voluntary relocation. For clarity, this separation should not be considered a retirement. Although I relocated to the State of Maine in June 2025, that move occurred prior to the proposed restructuring and was not a primary factor in my decision. My separation was directly attributable to the changes in organizational structure, reporting relationships, and working conditions.

Finally, my decision to separate is not a reflection of the Londonderry Police Department or its personnel, but rather the direct result of organizational and leadership decisions made at the Town level by Town Manager Shaun Mulholland.

I would welcome the opportunity to return to the Town of Londonderry in the future under different leadership. However, I would not be willing to return under circumstances where I am subject to treatment that I perceive as bullying or unprofessional conduct.

Given the circumstances—particularly the denial of union representation, the material changes to my role, and the working conditions presented—I respectfully request that LAPS review this matter to determine whether my rights as a union member were appropriately considered and protected.

I appreciate your time and attention to this matter and am available to discuss further if needed.

Best regards,



From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Wednesday, May 13, 2026 2:55 PM
To: Department Heads
Cc: mcarrier
Subject: Attorney Chris Vrountas

Department Heads

Some of our staff have received phone calls from a person who identifies himself as Attorney Chris Vrountas. He states that he was asked by Ron Dunn to reach out to the employee regarding a complaint against the Town Manager.

I am unaware of any such investigation. I would not be appropriate for Town staff to discuss any personnel matters without the appropriate authorization. In can only assume this is a scam of some sort. If there was an actual investigation I would have been made aware of it.

Our Town has two particular provisions that are relevant here.

Section 3.14. Inquiries and Investigations The Council by majority vote may require of any appointed Town official, department head or employee, official appointed or confirmed by the Council, or member of an appointed Town board or commission to appear before it, and give such information as it may require in relation to this office, its function, and performance. The Council shall give at least forty-eight (48) hours written notice of the general scope of the inquiry which is to be made to any person it shall require to appear before it under this section. The Council may make investigation into the affairs of the Town and into the conduct of any Town agency or department, and for this purpose may administer oaths and require the production of evidence.

Section 4.8. The Council shall act in all matters as a body. Except as expressly provided elsewhere in this Charter, neither the Council nor any of its members shall direct or request the appointment of any person to office or employment; or direct the removal, suspension, discipline, adjustment in pay, benefits, or working conditions of any employee by the Manager or of any of the Town department heads. No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees, either publicly or privately. ...

If an actual investigation were underway, I would have directed staff to participate in such an investigation. If there are any questions or concerns please let me know.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Shaun Mulholland
Sent: Friday, May 15, 2026 1:17 PM
To: Dave Wholley
Subject: Re: Attorney Chris Vrountas

Dave

Yes, staff should not participate in any such discussions without direction from me or a signed document from the Town Council asking staff to participate in some type of investigation. I will be addressing this directly with the Council on Monday evening.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Dave Wholley <dwholley@londonderrynh.gov>
Sent: Friday, May 15, 2026 11:17 AM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: Re: Attorney Chris Vrountas

Shaun,

I am not aware of any DPW staffers being contacted. For clarity, should I inform staff to not participate if this hasn't been vetted as true? Sorry, James and I were in an all-day conference yesterday so I'm unaware if there has been anymore development on this and want to inform our employees appropriately.

Thanks,

Dave Wholley
Director of Public Works
268B Mammoth Road
Londonderry, NH 03053
603-432-1100 x152
dwholley@londonderrynh.gov

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Wednesday, May 13, 2026 2:54 PM

To: Department Heads <departmentheads@londonderrynh.gov>
Cc: mcarrier <mcarrier@sheehan.com>
Subject: Attorney Chris Vrountas

Department Heads

Some of our staff have received phone calls from a person who identifies himself as Attorney Chris Vrountas. He states that he was asked by Ron Dunn to reach out to the employee regarding a complaint against the Town Manager.

I am unaware of any such investigation. I would not be appropriate for Town staff to discuss any personnel matters without the appropriate authorization. In can only assume this is a scam of some sort. If there was an actual investigation I would have been made aware of it.

Our Town has two particular provisions that are relevant here.

Section 3.14. Inquiries and Investigations The Council by majority vote may require of any appointed Town official, department head or employee, official appointed or confirmed by the Council, or member of an appointed Town board or commission to appear before it, and give such information as it may require in relation to this office, its function, and performance. The Council shall give at least forty-eight (48) hours written notice of the general scope of the inquiry which is to be made to any person it shall require to appear before it under this section. The Council may make investigation into the affairs of the Town and into the conduct of any Town agency or department, and for this purpose may administer oaths and require the production of evidence.

Section 4.8. The Council shall act in all matters as a body. Except as expressly provided elsewhere in this Charter, neither the Council nor any of its members shall direct or request the appointment of any person to office or employment; or direct the removal, suspension, discipline, adjustment in pay, benefits, or working conditions of any employee by the Manager or of any of the Town department heads. No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees, either publicly or privately. ...

If an actual investigation were underway, I would have directed staff to participate in such an investigation. If there are any questions or concerns please let me know.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

Shaun Mulholland
Town Manager
(603) 432-1100 ext. 401
smulholland@londonderrynh.gov

Kellie Caron
Deputy Town Manager
(603) 432-1100 ext. 402
kcaron@londonderrynh.gov

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

MEMORANDUM FOR RECORD

TO: Londonderry Town Council
FROM: Shaun Mulholland, Town Manager
DATE: May 17, 2026
SUBJECT: Notice of Charter Violation – Councilor Ted Combes

This Memorandum for Record serves as formal notice to the Londonderry Town Council regarding actions taken by Councilor Ted Combes that constitute a violation of the Town Charter and applicable New Hampshire law.

On May 13, 2026, at approximately 3:14 PM Deputy Fire Chief Philip LeBlanc documented a telephone conversation initiated by Councilor Ted Combes concerning an ongoing matter involving Town administration and legal communications. According to Deputy Chief LeBlanc's memorandum, Councilor Combes advised him that a communication previously issued by the Town Manager was "false," instructed him that he "should comply with the lawyer" if contacted, and further stated that the Town Manager "does not know what he is doing right now" and "had no right to send this email out or direct town staff in this manner." Further, Councilor Combes stated that the Town Manager is violating HR laws.

Section 4.8 of the Londonderry Town Charter expressly prohibits interference by individual Councilors in Town administration. Specifically, the Charter states:

"No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees, either publicly or privately."

The Charter further provides:

"Any violation of the provisions of this section by a Councilor shall constitute grounds for forfeiture of office under the provisions of Section 3.3."

The actions described in Deputy Chief LeBlanc's memorandum represent direct communication by an individual Councilor to a Town employee regarding administrative direction, personnel authority, and operational matters under the authority of the Town Manager. These actions are

inconsistent with the Council-Manager form of government established by the Charter and constitute prohibited interference with Town administration.

Additionally, Section 4.6(A) of the Charter imposes an affirmative obligation upon the Town Manager to enforce the Charter and governing laws, stating:

"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."

Accordingly, it is my duty as Town Manager to formally report and address this matter.

Further, Councilor Combes' conduct appears inconsistent with the provisions and intent of RSA 49-D:4 governing the Council-Manager form of municipal government in New Hampshire, which establishes the separation between legislative authority and administrative operations and prohibits individual councilor interference in administrative matters.

This memorandum is therefore submitted to the Town Council for review and appropriate action consistent with the Charter, including consideration of the remedies and enforcement provisions set forth in Sections 3.3 and 4.8 of the Town Charter.

Respectfully submitted,

Signed by:
Shaun Mulholland
82BB7E423858440...

Shaun Mulholland
Town Manager
Town of Londonderry

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Monday, May 18, 2026 3:56:01 PM
To: Ron Dunn <Rdunn@londonderrynh.gov>
Cc: ebailey <ebailey@sheehan.com>; Department Heads <departmentheads@londonderrynh.gov>
Subject: Re: Investigation

Chairman Dunn

Thank you for your email. Finally, we are getting closer to complying with the Town's Charter.

1. My email of May 13, 2026, was not incorrect. I was not made aware of this investigation until now by you. This is the unfortunate way in which the Council has mis-handled this investigation(s) from the start. You have put employees in an untenable situation. This was very inappropriate and unfair.
2. I will send this email to Department Heads. Shouldn't they preserve any information presumably documents that they might have? Then again, they would need to know what they are supposed to preserve.
3. I will direct staff to participate in the investigation. Although you did not ask for that in your email below, that is the proper course of action.
4. I am not sure what information you would like me to preserve and not destroy as you have not told me what the investigation is about or what it's parameters are. Please provide that information so that I can comply with your directive.
5. I will provide Attorney Vrountas full cooperation. Although I do not know what I am cooperating with him on.
6. This is clearly no longer a clandestine, secret investigation now that a number of staff members are aware of it. Will you be unsealing the minutes of April 20, 2026?
7. I look forward to being vindicated from whatever it is that I am being accused of.

Shaun Mulholland
Town Manager

Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Ron Dunn <Rdunn@londonderrynh.gov>
Sent: Monday, May 18, 2026 3:10 PM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: Investigation

Dear Mr. Mulholland,

Pursuant to Section 3.14 of the Town Charter, the Town Council voted in a non-public meeting, under RSA 91A:3(ii), on April 20, 2026, to commence an investigation. The Town Council engaged Christopher T. Vrountas of Vrountas, Ayer & Chandler, P.C., to conduct this investigation. Your May 13, 2026, email to the Department Heads is therefore incorrect.

Accordingly, you are instructed to send a corrective email to the same Department Heads stating the following:

Department Heads:

Please be advised that the Town Council voted in a non-public meeting on April 20, 2026, to commence an investigation. The Town Council engaged Christopher T. Vrountas of Vrountas, Ayer & Chandler, P.C., to conduct the investigation. Accordingly, my email to you of May 13, 2026, was incorrect. I ask that you please preserve all information and destroy none pending the conduct of the investigation, and I ask that you give Attorney Vrountas your full cooperation.

You are further instructed to send this email before close of business today.

Respectfully,

Ron Dunn
Chair Town Council

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get Outlook for Android

From: Elizabeth A. Bailey <ebailey@sheehan.com>
Sent: Thursday, May 21, 2026 4:10 PM
To: Tara Koza <tkoza@londonderrynh.gov>
Subject: RE: ATTORNEY CLIENT PRIVILEGED - Chief Kim Bernard Complaint

External Email Notice
This message was sent from outside the Town of Londonderry offices. Please use caution before clicking links or opening attachments. If you were not expecting this message, verify the sender before responding.
Please use the **Phish Alert** button to report suspicious emails.

Good Afternoon, Tara:

Thank you very much for this thorough summary. I will advance this matter consistent with the policies you outlined below/attached.

Best regards,
Liz

Elizabeth A. Bailey, Esq.

SHEEHAN PHINNEY

Sheehan Phinney Bass & Green
1000 Elm Street, 17th Floor
Manchester, NH 03101
T 603.627.8241
F 603.641 8754
ebailey@sheehan.com

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Thursday, May 21, 2026 2:06 PM
To: Elizabeth A. Bailey <ebailey@sheehan.com>
Subject: ATTORNEY CLIENT PRIVILEGED - Chief Kim Bernard Complaint

Liz -

I am forwarding an email thread below that I received from Police Chief Kim Bernard regarding concerns he has raised following an April 2026 (please note that he stated the date as "April 27th, 2025", but I believe that to be a typo) meeting with Town Manager Shaun Mulholland. Because the Chief's email contains explicit allegations of intimidation and fear of employment retaliation due to his participation as a witness in ongoing investigations, I am bound by a mandatory reporting duty to refer this matter entirely to you.

Basis for Mandatory Referral to Legal Counsel

Per the attached Town policies, this matter falls strictly under your purview for the following reasons:

- **Policy ADM-126 (Complaints & Investigations), Section 5.1.4:** This provision explicitly mandates that *"Complaints involving the Town Manager shall be forwarded to the Town's Legal Counsel for further action."*
- **Chapter V (Policy Against Harassment & Reporting Procedures):** As the HR Director, I have a formal obligation to immediately escalate any claims of retaliatory behavior or hostile workplace intimidation to legal counsel to guarantee a neutral, external review.

Review of Town Council Notification Requirements

I have reviewed our administrative policies to verify reporting protocols, specifically regarding the Town Council. I have confirmed that I am not mandated, nor permitted, to report this matter to the Town Council or its members directly. According to Policy ADM-126, my administrative obligation ends with the immediate referral to you as the Town's Legal Counsel. The policy places the responsibility on Legal Counsel to notify the Chairman of the Town Council, who will then coordinate the convention of the full Town Council to establish an independent investigation. To maintain the integrity of this process, I have not shared this information with anyone else at this time, including Town Manager Shaun Mulholland or any member of the Town Council.

Response to Chief Bernard

I have replied to Chief Bernard and copied his outside legal counsel, Attorney Lindsay Nadeau of Orr & Reno. In my response, I did the following:

1. Acknowledged receipt of his email and noted his external legal representation.

2. Explicitly cited my mandatory duty under Policy ADM-126, Section 5.1.4 to forward his concerns to you today.

3. Provided him with copies of the relevant policies for his records.

4. Offered to provide him with a formal Town complaint form should he wish to formalize his concerns, or information regarding the Town's Anonymous Hotline (Policy ADM-111).

I have attached copies of policies ADM-100, ADM-111, ADM-126, and Chapter V that were provided to Chief Bernard for your reference. Please let me know how you would like to proceed or if you need any additional administrative files from me to assist the Town Council's review.

Respectfully,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Kim A. Bernard <kbernard@londonderrynhpd.gov>
Sent: Thursday, May 21, 2026 12:03 PM
To: Tara Koza <tkoza@londonderrynh.gov>
Cc: LNadeau@orr-reno.com <LNadeau@orr-reno.com>
Subject: Concerns-

Tara,

Over the course of the last few months, particularly after the meeting on April 27th, 2025, with Town Manager Mulholland, I believe it's in my best interest to retain legal counsel outside of our LEEA Union. I believe the statements made to me by the Town Manager at that meeting were designed to evoke fear and to put me on notice. Having now been interviewed as a witness in two different complaints involving allegations of the Town Manager, I worry about my continued employment with the Town of Londonderry.

I have included Attorney Lindsay Nadeau, of Orr & Reno. Should there be any personnel matters involving me and the Town, please cc Attorney Nadeau at LNadeau@Orr-reno.com.
Orr & Reno

45 South Main Street, PO Box 3550

Concord, New Hampshire, 03302.

Phone: 603-224-2381

Direct: 603-223-9194

Respectfully,

Kim

Kim Alan Bernard

Chief of Police
Londonderry Police Department
268A Mammoth Road
Londonderry, NH 03053

Business: (603) 432-1118
Desk: (603) 425-5901
kbernard@londonderrynhpd.gov



Disclaimer

This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.

Londonderry Police Department

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This email has been scanned for viruses and malware, and automatically archived by Mimecast.

Town of Londonderry
Office of Human Resources
Tara Koza

TO: Human Resources Files
FROM: Tara Koza - Human Resources Di
DATE: May 22, 2026
SUBJECT: Timeline of Events - Public Safety I.T. Coordinator Tom Roy's Resignation

Below are my notes regarding the timeline of events surrounding Public Safety I.T. Coordinator Tom Roy's Resignation. These notes were written on May 22, 2026 based on my recollection of the events. Contemporaneous notes during the meeting that took place during the week of April 20th and the meeting on April 29th were not taken due to the fact that these were impromptu, unscheduled conversations and were not scheduled meetings regarding this personnel matter. I attended those discussions between Police Chief Kim Bernard and Town Manager Shaun Mulholland largely as an observer and not as a participant. I took notes at the meeting that I was invited to on April 29th as I was an invited participant to this scheduled meeting.

- **Friday, 4/2/26:** Chief Bernard sent Roy's letter of resignation dated 3/23/26 to me, Shaun Mulholland and Kellie Caron. Per Roy's resignation letter, Roy's las day is 5/2/26. Bernard also sent his letter accepting Roy's resignation that was sent to Roy dated 4/2/26.
- **Date unclear:** At some point which I believe was during the week of 4/20/26, during a brief conversation in Mulholland's office where I happened to be present, Bernard told Mulholland that Roy is seeking to rescind his letter of resignation. The two engaged in a conversation about this development. Bernard expressed enthusiasm about this change and indicated that he would welcome Roy back as he is an asset to the Police Department. Mulholland asked a series of questions as to why Roy had a change of heart. Bernard said that he believed that Roy acted too fast to leave his job, and that after accepting another position and realizing that he was not going to be happy in the new role, he had a change of heart and wanted to continue working at LPD. He stated that Roy asked for more money and for a modified schedule that would result in him working remotely for the majority of the time and coming into the office 1

day/week. Mulholland mentioned that Roy initially stated that his reason for wanting to leave was because of Mulholland and was curious as to what had changed leading Roy to want to come back. He also asked Bernard where else Roy had applied, and Bernard indicated that he knew that he applied to the employer in Maine where he accepted the position and wasn't sure of where else he applied. Mulholland explained that he would like to meet with Roy (and Bernard and/or Breen) to go over expectations for his position, specifically regarding future plans for it to become part of the Cyber Services Department. Bernard acknowledged this request. Mulholland instructed Bernard to have a conversation with Roy to learn more about the places he applied because he (Mulholland) knew some information that Bernard should find out.

- **Monday 4/27/26:**
  - 9:06 AM: Chief Bernard sent an email to Roy, copying Shaun and me (along with the LAPS Union President and Union Attorney) accepting Roy's letter that rescinds his resignation letter, and praising Roy as an employee.
  - 9:45 AM: Mulholland responded to the email asking the Chief to submit a "memorandum for record" (MFR) detailing the course of evens from the time Roy notified him of his intention to resign through today. He also asked Bernard to articulate what authority he (Bernard) believes he has to rescind a resignation, especially in light of the fact that he (Bernard) is aware that Mulholland wanted to discuss the matter further. Mulholland stated that unless he is missing something, Bernard does not have such authority, and instructed Bernard to withdraw his proclaimed rescission of Roy's resignation immediately.
  - 10:06 AM: Bernard responds to Mulholland telling him that he is [redacted] and will respond. He stated that Mulholland's request to meet with Roy and Bernard was agreed to, but that [redacted] and Roy is dealing with a dying family member, but he will come in "one day this week".
  - 12:30 PM (Approximate): Bernard came to Town Hall and asked to meet with Mulholland to further discuss the matter. They met in the Town Manager's conference room, and myself and Deputy Town Manager Kellie Caron were present during that meeting. During this meeting, Mulholland reviewed the events of the last few days, and informed Bernard that he was surprised to see the email this morning where

Bernard accepted Roy's request to rescind his letter of resignation. He recalled that when they last spoke about this matter last week, the plan was for them to meet with Roy this week to go over expectations for the position to ensure that he was clear on the plan for the future. Bernard understood that plan and intended to proceed with that meeting. There was a discussion about the fact that Mulholland was aware that Roy had applied for a position with the Town of Bedford. Bernard was also aware of this. Mulholland expressed that Bernard overstepped by accepting Roy's rescinding of his resignation letter. Mulholland informed Bernard that he needed to retract his acceptance of Roy's rescinding of his resignation letter immediately. He also informed Bernard that this had gotten bad, and that he was prepared place him on paid administrative leave (for insubordination). Berard was contrite and apologetic. He acknowledged what he needed to do and stated that he would notify Roy that he acted too swiftly in accepting his resignation recission and that he (Bernard) must overturn that acceptance as soon as he could get to his computer. All acknowledged that a meeting would take place as soon as it can be scheduled with Bernard, Mulholland, Breen and Roy.

- 1:51 PM: Bernard sends an email to Roy stating that he must rescind his resignation/recission and that he does not have the authority to accept it. He stated that Mulholland would like to have a meeting with Roy, Bernard and Deputy Police Chief Jason Breen to discuss what the clear expectations will be on the position moving forward. He stated that Breen would reach out to set up the meeting and he (Bernard) would join by Zoom or phone. He apologized to Roy for "putting the cart before the horse" and stated that [redacted]
- 2:01 PM: Bernard sends an email to Mulholland telling him that the email has been sent to Roy, and apologizes for the misunderstanding on what the expectations were. He stated that he will wait to see the date and time for the meeting with Tom and asked if Mulholland wanted him to wait to submit the MFR until after the meeting.
- 2:05 PM: Mulholland responds to Bernard saying that he spoke with Breen and he is working with Roy to set up a meeting this week (or early the following week). He stated that Bernard did not need to submit the MFR and that hopefully they can get the matter addressed without going down that road.

- A meeting is scheduled for the morning of 4/28/26.
- Tuesday 4/28/26: Breen emails Mulholland stating that Roy's father-in-law passed away overnight and that Roy is therefore unable to attend today's meeting. Breen states that he'll reschedule. Bernard and Mulholland acknowledge receipt of the email and Mulholland suggests moving the meeting to the following week.
- The meeting was rescheduled for Wednesday, 4/29/26.

- **Wednesday, 4/29/26**: A meeting was held with Roy, Breen, me, Mulholland and Bernard (virtual). During that meeting, Mulholland spoke about the future of the Public Safety I.T. Coordinator position. He made the following clear:
  - Transition (of the Public Safety IT Coordinator position) will be happening. Jeremy Spaulding (Cyber Services Director) will be putting together a plan for that transition.
  - This position will remain physically at LPD.
  - Shaun needs Cyber Services help in other departments.
  - Whether Roy will be helping at LFD is not flushed out yet. The Cyber Services Director will lead that.
  - This position will report to the Cyber Services Director, not the Police Chief. The schedule for that change has not been determined yet.
  - This will require on premise work. Working remotely 1, 2 or 3 days/week will not be feasible when that transition happens.

  Roy asked several clarifying questions and made statements about the changes:
  - He asked if the position will remain in the LAPS union, and Mulholland said that it would.
  - He asked for a timeline of when the position will transition to the Cyber Services group, and Mulholland stated that he doesn't have a timeline yet.
  - He stated that his job description doesn't contemplate fire department work and Mulholland told him that it's a management right to change that.
  - He stated that the uncertainty with how the Cyber Services Director position would work and that led to confusion [redacted] which is why he didn't pursue it further.
  - He asked what would happen if he decided before Saturday, 5/2 that he would like to remain in the position, and Mulholland told him that his status would continue as an active employee at his current rate. He

encouraged Roy to reach out to Jeremy Spaulding or him with specific questions.
    - Mulholland told him that since he has submitted his request to rescind his letter of resignation, that remains in effect and is considered accepted unless Roy tells him otherwise.
    - He and Breen provided their insight into how the position has worked up until this point (supporting only the PD and working in a remote capacity much of the time). Bernard and Breen expressed their appreciation of the Roy's value and work ethic. Roy stated that he is available 24/7 and recounted examples of when he responded to issues in the middle of the night or while on vacation in Iceland.
    - Roy stated that if he has to be onsite 5 days/week, it's going to impact his decision. Mulholland told him that's a distinct possibility and he should talk to Jeremy Spaulding about it. He told him that he should not expect to work 3 days remotely and 2 or 3 days in the office.
- **Friday, 5/1/26**: Roy sends an email to Bernard, Breen, Mulholland and me stating that following the meeting on 4/29/26, he concluded that the outline for the Cyber Services Department as presented by Mulholland is not aligned with his current role or the direction of his position. He offered to return to a part-time, as-needed position.

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Friday, May 29, 2026 11:09 AM
To: Tara Koza
Cc: Elizabeth A. Bailey
Subject: MFR Internal Investigation of TM
Attachments: MFR_to_Koza_II.docx.pdf

Tara

See attached. I believe Liz has already briefed you on the situation. I appreciate your cooperation.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

Shaun Mulholland
Town Manager
(603) 432-1100 ext. 401
smulholland@londonderrynh.gov

Kellie Caron
Deputy Town Manager
(603) 432-1100 ext. 402
kcaron@londonderrynh.gov

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

MEMORANDUM FOR RECORD

TO: Tara Koza, Human Resource Director
FROM: Shaun Mulholland, Town Manager
DATE: May 29, 2026
RE: Assistance with Internal Investigation

This Memorandum for Record serves to formally direct your assistance to Attorney Chris Vrountas, who has been assigned by the Town Council to conduct an internal investigation concerning the Town Manager.

As part of this assignment, you are directed to provide administrative and logistical support necessary to facilitate the investigation process. This assistance shall include, but not be limited to:

- Coordinating and scheduling interviews with Town staff as requested by Attorney Vrountas;
- Assisting with access to and collection of relevant records, documents, and materials requested as part of the investigation;
- Facilitating communication and coordination between Town departments and Attorney Vrountas as necessary to ensure the investigation proceeds efficiently and professionally.

All assistance provided shall be handled in a professional, confidential, and timely manner consistent with Town policies and applicable legal requirements.

Please proceed accordingly and provide any necessary updates regarding coordination efforts as appropriate.

Signed by:
Shaun Mulholland
82BB7E423858440...

Shaun Mulholland
Town Manager

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Friday, May 29, 2026 11:25 AM
To: Elizabeth A. Bailey; Tara Koza
Subject: Re: MFR Internal Investigation of TM

Agreed.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Elizabeth A. Bailey <ebailey@sheehan.com>
Sent: Friday, May 29, 2026 11:23 AM
To: Tara Koza <tkoza@londonderrynh.gov>; Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: RE: MFR Internal Investigation of TM

External Email Notice
This message was sent from outside the Town of Londonderry offices. Please use caution before clicking links or opening attachments. If you were not expecting this message, verify the sender before responding.
Please use the **Phish Alert** button to report suspicious emails.

Good Morning:

Thank you, Tara and Shaun. As I discussed with you separately, following this communication you both have committed not to speak to one another concerning this investigation.

Thank you both for your professionalism.

Best regards,
Liz

Elizabeth A. Bailey, Esq.

SHEEHAN PHINNEY

Sheehan Phinney Bass & Green
1000 Elm Street, 17th Floor
Manchester, NH 03101
T 603.627.8241
F 603.641 8754
ebailey@sheehan.com
www.sheehan.com

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Friday, May 29, 2026 11:11 AM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Cc: Elizabeth A. Bailey <ebailey@sheehan.com>
Subject: Re: MFR Internal Investigation of TM

Shaun -

I am writing to acknowledge receipt of the email below. I have reviewed the MFR and will proceed according to your direction.

Regards,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Friday, May 29, 2026 11:08 AM
To: Tara Koza <tkoza@londonderrynh.gov>
Cc: ebailey <ebailey@sheehan.com>
Subject: MFR Internal Investigation of TM

Tara

See attached. I believe Liz has already briefed you on the situation. I appreciate your cooperation.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

Disclaimer
The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and automatically archived by Mimecast.

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Friday, May 29, 2026 11:27 AM
To: ebailey; Shaun Mulholland
Subject: Re: MFR Internal Investigation of TM

Liz -

I agree to the statement below.

Regards,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Elizabeth A. Bailey <ebailey@sheehan.com>
Sent: Friday, May 29, 2026 11:23 AM
To: Tara Koza <tkoza@londonderrynh.gov>; Shaun Mulholland <smulholland@londonderrynh.gov>
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Elizabeth A. Bailey, Esq.

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ebailey@sheehan.com
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From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Friday, May 29, 2026 11:11 AM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Cc: Elizabeth A. Bailey <ebailey@sheehan.com>
Subject: Re: MFR Internal Investigation of TM

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Regards,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

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Sent: Friday, May 29, 2026 11:08 AM
To: Tara Koza <tkoza@londonderrynh.gov>
Cc: ebailey <ebailey@sheehan.com>
Subject: MFR Internal Investigation of TM

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Shaun Mulholland
Town Manager

Town of Londonderry, NH 03053
603-432-1100 Ext. 151

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From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Wednesday, July 8, 2026 10:26 AM
To: Tara Koza; Jeremy Spaulding
Subject: Re: Public Safety Cyber Services Job Description (DRAFT)

Tara

Proceed as proposed. Please ensure that you share it with the Chiefs.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Wednesday, July 8, 2026 9:31 AM
To: Jeremy Spaulding <jspaulding@londonderrynh.gov>; Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: Re: Public Safety Cyber Services Job Description (DRAFT)

The changes make sense to me and further enhance the fact that this position will support the fire department along with the police department.

Attached is the final version with all changes incorporated. Please let me know if you would like me to forward it to the Union with an invitation to meet and confer regarding the changes.

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Jeremy Spaulding <jspaulding@londonderrynh.gov>
Sent: Wednesday, July 8, 2026 9:09 AM
To: Shaun Mulholland <smulholland@londonderrynh.gov>; Tara Koza <tkoza@londonderrynh.gov>
Subject: RE: Public Safety Cyber Services Job Description (DRAFT)

I swear I had already removed Cruisers and changed it to vehicles. I missed it on my last review.
The rest makes sense as it generalizes systems from specific to the general category. I see no problems with the changes proposed. I believe I understand your reasoning.

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Wednesday, July 8, 2026 8:59 AM

To: Tara Koza <tkoza@londonderrynh.gov>
Cc: Jeremy Spaulding <jspaulding@londonderrynh.gov>
Subject: Re: Public Safety Cyber Services Job Description (DRAFT)

Tara and Jeremy

Please review my proposed changes and provide feedback. I can explain why I am proposing these changes.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Tuesday, July 7, 2026 9:10 PM
To: Shaun Mulholland <smulholland@londonderrynh.gov>
Cc: Jeremy Spaulding <jspaulding@londonderrynh.gov>
Subject: Public Safety Cyber Services Job Description (DRAFT)

Shaun -

Please see the attached Public Safety Cyber Services Coordinator job description. Jeremy and I have made our recommended changes, and I attached the document in a redlined version and a clean version for your reference.

Please let us know if you have any suggestions for changes, or if you would like to discuss the documents prior to sending them to the LAPS union for their review.

Regards,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Wednesday, July 8, 2026 4:28 PM
To: Alvin M. Bettencourt <abettencourt@londonderrynhpd.gov>; Marc Beaudoin <marc@krupskibeaudoin.com>
Cc: Jeremy Spaulding <jspaulding@londonderrynh.gov>; James Young <jyoung@londonderrynhfire.gov>; Kim Bernard <kbernard@londonderrynhpd.gov>; Shaun Mulholland <smulholland@londonderrynh.gov>
Subject: Public Safety Cyber Services Job Description (DRAFT)

Good afternoon all -

Attached for your review, please find the current Public Safety IT Coordinator job description dated January 23, 2024, alongside a draft revised version titled Public Safety Cyber Services Coordinator. I have also included a memorandum outlining the substantive structural, departmental, and operational changes between the two versions.

Please review these materials at your earliest convenience. If you would like to schedule a time to meet and confer with Shaun to discuss these updates, or if you have any questions that I can answer directly, please let me know.

Regards,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

TOWN OF LONDONDERRY
JOB DESCRIPTION
Public Safety Cyber Services Coordinator **Effective Date: July XX, 2026**

DEPARTMENT: Cyber Services

JOB TITLE: Public Safety Cyber Services Coordinator

SALARY: Per LAPS Collective Bargaining Agreement

FLSA CLASSIFICATION: Exempt

WORK SCHEDULE:
Regular, Full Time, M-F, 8:00 am - 4:00 pm and other hours as required by the position.

ACCOUNTABILITY:
Reports to Cyber Services Director.

JOB SUMMARY:
The Public Safety Cyber Services Coordinator is directly responsible to the Cyber Services Director.

The primary responsibility of this role is to ensure the uninterrupted operation of the Police & Fire Department's cyber systems, ensuring the continuous availability and security of all contained electronic data. The Public Safety Cyber Services Coordinator is also responsible for assisting in implementing and maintaining communications systems including but not limited to dispatch, radio, and vehicle systems.

Secondary responsibilities include computer, server, and network administration, alongside other core technical functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Alarm and dispatch software administration, upkeep, problem resolution, training, user security management, records maintenance, and statistical data generation.
- Maintain the operational integrity of department's network, server systems, desktop and laptop computers, printers, vehicle laptops and wireless air cards, and all associated equipment.
- Install new and replacement Cyber Services hardware including, but not limited to, servers, desktop computers, monitors, printers, cruiser laptops, scanners, and peripherals.
- Monitor the operation of State of NH owned routers and switches, server systems, desktop computers, printers, and all associated equipment, and to act as the department's Cyber Services point of contact when working with the State of NH Department of Information Technology (DoIT).
- Schedule preventative maintenance and repair service visits for Cyber Services hardware and software.
- Purchase or recommend the purchase of new and replacement Cyber Services hardware and software.
- Ensure the daily on-site and cloud backups of essential files of both departments.

DRAFT

- Assist in various departmental activities, meetings, ceremonies, or operations which require the use of information technology.
- Maintain the operational integrity of the access control systems which includes software administration, issuing employee access rights, and issuing new and replacement door access ID cards and key fobs.
- Maintain the operational integrity of the respective department phone systems which includes assigning telephone extensions, voice mailbox setup, phone usage training, equipment maintenance, call statistical data collection, and all other system related functions and features.
- Monitor the operation of radio recording systems and produce incident recordings upon request.
- Monitor the operation of the phone recording systems and produce incident recordings upon request.
- Assist in maintaining the respective department's internal websites, Connections; used to organize the wide range of forms, photos, videos, and other files used throughout the agency.
- Develop and maintain Cyber Services related training materials, user guides, procedures, and policies.
- Work directly with the Town's Cyber Services personnel when requiring additional assistance on computer and software related issues, purchasing, or exchanging Cyber Services equipment, reporting Internet or ERP software outages, or any other Cyber Services related items.
- Work directly with the Town's GIS Manager to obtain map data , building diagrams, and quarterly tax map list updates for department use.
- Work directly with the Town Clerk to obtain quarterly dog license updates (used by the Animal Control Officer and in Communications)
- Work with the Cyber Services Director, Police and Fire leadership to develop a yearly department Cyber Services budget plan for the upcoming fiscal year submitted to the Chief of Police and Fire Chief
- Assist in updating, on a weekly basis (or as necessary), the Dispatch Logs page located on the Town's Internet website.

ADDITIONAL DUTIES:

- Assists the Police Department's Operations Division with the maintenance, setup, and technical troubleshooting of computer forensic equipment and provides Cyber Services infrastructure support during investigation.
- Work may be performed under highly stressful conditions and/or with assigned deadlines.
- The work requires the ability to work with and train employees possessing various levels of computer knowledge, analyze and trouble-shoot technology related problems and exchange accurate information effectively in both written and spoken formats.
- Perform other related work and duties as assigned.

DRAFT

TOWN OF LONDONDERRY
JOB DESCRIPTION
Public Safety Cyber Services Coordinator **Effective Date: July XX, 2026**

MINIMUM EDUCATION AND EXPERIENCE REQUIREMENTS:

- Incumbent must be a U.S. citizen with a minimum age of 18 years.
- Bachelor's degree or higher in Computer Science; four (4) years full-time computer system administrator work experience, or any equivalent combination of experience and training.

CERTIFICATION/LICENSE REQUIREMENTS:

- CJIS certification within 6 months of hire.

KNOWLEDGE, SKILLS, ABILITIES, AND OTHER REQUIREMENTS:

- Must have strong computer network administration and trouble-shooting skills.
- Knowledge of:
  - After training, respective department software administration
  - After training, New Hampshire law and Town of Londonderry Ordinances and the responsibilities and authority of the Public Safety Cyber Services Coordinator.
  - After training Police & Fire Department rules, regulations, policies, procedures, and general orders pertaining to the Public Safety Cyber Services Coordinator.
  - After training, functions of the respective departmental and administration of all Cyber Services equipment and software.
- Ability to:
  - Work effectively in a team environment.
  - Ability to effectively comprehend, interpret, and execute technical tasks and departmental operations.
  - Possess sufficient general physical conditioning to perform physically demanding tasks with or without accommodation.
  - Ability to train other employees and evaluate their progress in learning.
  - Ability to maintain a professional demeanor and perform effectively within both highly structured environments following specific procedures, and unstructured situations requiring independent discretion and common sense.
  - Manage time effectively.
  - Ability to read, comprehend, and interpret complex technical documents and professional correspondence.
  - Maintain confidentiality as required by CJIS, HIPPA, Town regulations, State and Federal statutory & administrative rule requirements.
  - Analyze issues, facts and situations using reason and logic.
  - Operate other office equipment.
  - Work flexible hours and be available for emergency situations.

DRAFT

TOWN OF LONDONDERRY
JOB DESCRIPTION
Public Safety Cyber Services Coordinator **Effective Date: July XX, 2026**

SUMMARY OF OCCUPATIONAL EXPOSURES: May be exposed to cleaning fluids, photocopier toner, eraser fluids, printer cartridges, etc.

- Equipment used includes computer network infrastructure equipment including, but not limited to, servers, network switches and routers, desktop and laptop computers, printers, scanners, officer copiers, and other equipment related to the Public Safety Cyber Services Coordinator position.
- Work is performed in an office environment, in Town vehicles, or at locations outside the grounds of the police and fire department facilities.
- The work involves extended periods of sitting, occasional standing and/or walking, light to moderate lifting of objects up to 10 to 25 pounds, and occasional heavy lifting.

SELECTION PROCESS:

- Must successfully participate in a panel interview process, be able to pass a written and oral examination, extensive background investigation and criminal history check, medical examination, drug test, and polygraph examination.
- Selection and background process involves but is not limited to:
    - Written and oral examination
    - Extensive background investigation (including neighborhood check, and employment check)
    - Criminal history check
    - Medical examination
    - Drug test
    - Polygraph examination

APPOINTMENT:

- Town Manager appoints based on the recommendation of the Cyber Services Director.

Equal Employment Opportunity Employer

REVISION HISTORY:
Date written: 03/28/11
Dave revised: 10/22/14
01/08/16
01/23/24
07/XX/26

DRAFT

TOWN OF LONDONDERRY
JOB DESCRIPTION
Public Safety Cyber Services Coordinator **Effective Date: July XX, 2026**

FOR THE TOWN OF LONDONDERRY:

Name: _____ Title: Town Manager

Signature: _____ Date: _____

DRAFT

PHYSICAL ACTIVITY REQUIREMENTS

To be performed with or without accommodation

PRIMARY PHYSICAL REQUIREMENTS

LIFT up to 10 lbs:	Frequently
LIFT 11 to 25 lbs:	Occasionally
LIFT 26 to 50 lbs:	Rarely
LIFT over 50 lbs:	Not required
CARRY up to 10 lbs:	Frequently
CARRY 11 to 25 lbs:	Occasionally
CARRY 26 to 50 lbs:	Rarely
CARRY over 50 lbs:	Not required
REACH above shoulder height:	Occasionally
REACH at shoulder height:	Frequently
REACH below shoulder height:	Frequently
PUSH/PULL:	Frequently

HAND MANIPULATION

Frequently, Occasionally, Rarely, or Not Required

Grasping:	Frequently
Handling:	Frequently
Torquing:	Rarely

COGNITIVE AND SENSORY REQUIREMENTS

(Input "required or "not required" and provide any pertinent details.

Speaking:	Required
Hearing:	Required
Sight:	Required
Tasting:	Not Required
Smelling:	Not Required

OTHER PHYSICAL CONSIDERATIONS

(Enter one: Frequently, Occasionally, Rarely, or Not Required)

Twisting:	Frequently
Bending:	Frequently
Crawling:	Rarely
Squatting:	Occasionally
Kneeling:	Occasionally
Crouching:	Occasionally
Climbing:	Not required
Balancing:	Not required

WORK SURFACE(S) (Place an "X" in any applicable)

Counter tops and desks	X
Flooring (various types)	X
Uneven surfaces	
Sloped Surfaces	
Snow or icy surfaces	
Grass/Pavement	
Vehicle Interiors	X

DURING AN 8 HOUR DAY, EMPLOYEE IS REQUIRED TO:
(Elections should be formatted in bold & italics

	Consecutive Hours	Total Hours
Sit	***1*** 2 3 4 5 6 7 8	1 2 3 4 5 ***6*** 7 8
Stand	1 2 3 4 5 6 7 8	1 2 3 4 5 ***6*** 7 8
Walk	1 2 3 4 5 6 7 8	***1*** 2 3 4 5 6 7 8

Equipment (List all equipment used): General office equipment, telephones, tools for installing Cyber Services equipment, computers and electronics of all types.

Environment: Inside 95% Outside 5% Inside + Outside percentage must total 100%.

LONDONDERRY POLICE DEPARTMENT
POLICIES AND PROCEDURES

POLICY NO:	DATE OF ISSUE:	EFFECTIVE DATE:	REVISED DATE:
P-322	March 28, 2011	March 28, 2011	January 23, 2024
SUBJECT: JOB DESCRIPTION: PUBLIC SAFETY INFORMATION TECHNOLOGY COORDINATOR			**PAGE:** 1 of 6
BY AUTHORITY OF: Kim A. Bernard Chief of Police	**CALEA #** Chapter 21	☑ NEW ☐ AMENDS ☐ RESCINDS **POLICY #:** Records Clerk – IT Specialist	**Dated:** January 8, 2016

I. SALARY RANGE

A. Per Existing Contract

B. Salary Range Adjustments Per LAEA TAP (Unit B) Bargaining Agreement

II. WORK SCHEDULE

A. Regular, Full Time, M-F, 8:00 am - 4:00 pm and other hours as required by the position.

III. DEFINITION

A. Public Safety IT Coordinator is directly responsible to the Services Bureau Captain who has full authority and direct control of the Public Safety IT Coordinator, subject to any limitation set by the Chief of Police, the Services Division (SD) Commander, and/or departmental rules, regulations, policies, procedures, and general orders.

B. The primary responsibility of the Public Safety IT Coordinator is to guarantee the uninterrupted operation of the Department's records management and Dispatch console system (IMC), to ensure the availability of all electronic data contained within and assist in maintaining all necessary files (electronic or otherwise) on criminal offenses and statistical information as may be determined necessary for the preparation of all reports required by the Department.

C. Secondary responsibilities include computer, server, and network administration and those duties as outlined in the ESSENTIAL DUTIES & RESPONSIBILITIES section of this document.

D. The degree of proficiency required in the performance of the specific sections of duties which follow shall be determined by the Commanding Officer of the Services Division.

IV. ESSENTIAL DUTIES & RESPONSIBILITIES

A. IMC software administration, upkeep, problem resolution, training, user security management, records maintenance, and statistical data generation

B. Maintain the operational integrity of Departments network, server systems, desktop and laptop computers, printers, cruiser laptops and wireless air cards, and all associated equipment.

C. Install new and replacement IT hardware including, but not limited to, servers, desktop computers, monitors, printers, cruiser laptops, scanners, and peripherals.

D. Monitor the operation of State of NH owned routers and switches, server systems, desktop computers, printers, and all associated equipment, and to act as the Department's IT point of contact when working with the State of NH Department of Information Technology (DoIT).

E. Schedule preventative maintenance and repair service visits for IT hardware and software.

F. Purchase or recommend the purchase of new and replacement IT hardware and software.

G. Ensure the daily on-site and cloud backups of essential Department files.

H. Assist in various departmental activities, meetings, ceremonies, or operations which require the use of information technology.

I. Maintain the operational integrity of the security door system which includes software administration, issuing employee access rights, and issuing new and replacement door access ID cards and key fobs.

J. Maintain the operational integrity of the Department phone system which includes assigning telephone extensions, voice mailbox setup, phone usage training, equipment maintenance, call statistical data collection, and all other system related functions and features.

K. Monitor the operation of the NICE Call Focus III radio recording system and produce incident recordings upon request.

L. Monitor the operation of the XIMA phone recording system and produce incident recordings upon request.

M. Develop and maintain the Departments internal website, Connections; used to organize the wide range of forms, photos, videos, and other files used throughout the agency.

N. Develop and maintain IT related training materials, user guides, procedures, and policies.

O. Work directly with the Town's IT personnel when requiring additional assistance on computer and software related issues, purchasing, or exchanging IT equipment, reporting Internet or New World outages, or any other IT related items.

P. Work directly with the Town's GIS Manager to obtain map data (used for IMC Mapping and the P&S Book), building diagrams, and quarterly tax map list updates for department use.

Q. Work directly with the Town Clerk to obtain quarterly dog license updates (used by the Animal Control Officer and in Communications)

R. Develop a yearly Department IT budget plan for the upcoming fiscal year submitted to the Chief of Police

S. Maintain, modify, and make additions as required to the Police Department's webpage found on the Town's Internet website.

T. Update, on a weekly basis (or as necessary), the Dispatch Logs page located on the Town's Internet website.

V. ADDITIONAL DUTIES

A. Perform such other duties as may be required and as assigned by the Chief of Police and/or Commanding Officer of the Services Division.

B. May include assisting the Operations Division with IT related investigations and computer forensic equipment.

VI. WORKING CONDITIONS/PHYSICAL & MENTAL EFFORT

A. Work is performed in an office environment, in cruisers, or at locations outside the grounds of the Department.

B. Work may be performed under highly stressful conditions and/or with assigned deadlines.

C. The work involves extended periods of sitting, occasional standing and/or walking, light to moderate lifting of objects up to 10 to 25 pounds, and occasional heavy lifting.

D. The work requires the ability to work with and train employees possessing various levels of computer knowledge, analyze and trouble-shoot technology related problems, listen and communicate effectively, both in writing and verbally.

E. Incumbent must be able to/have the ability to:

1. Manage time effectively.
2. Read and understand the English Language at a level and speed adequate to perform the job.
3. Maintain confidentiality.
4. Analyze issues, facts and situations using reason and logic.
5. Operate other office equipment.
6. Work flexible hours and be available for emergency situations.

VII. QUALIFICATIONS

A. Incumbent must be a U.S. citizen with a minimum age of 18 years.

B. Bachelor's degree or higher in Computer Science; four (4) years full-time computer system administrator work experience, or any equivalent combination of experience and training.

C. Must have strong computer network administration and trouble-shooting skills.

D. Must be able to pass a written and oral examination, extensive background investigation and criminal history check, medical examination, drug test, and polygraph examination.

E. Knowledge of:

1. After training, IMC administration
2. After training, New Hampshire law and Town of Londonderry Ordinances and the responsibilities and authority of the Public Safety IT Coordinator.
3. After training Police Department rules, regulations, policies, procedures, and general orders pertaining to the Public Safety IT Coordinator.
4. After training, functions of the Department and administration of all IT equipment and software.

F. Ability to:

1. Work effectively in a team environment
2. Be mentally and physically able to read, remember, interpret and understand all tasks associated with the functions of the Public Safety IT Coordinator

3. Be mentally and physically able to perform all duties associated with the position of the Public Safety IT Coordinator.

4. Be free of any mental illness, psychopathology or abnormal mental condition that could result in poor impulse control, dishonesty, inability to deal with job stress, immature or criminal behavior, and substance abuse.

5. Possess sufficient general physical conditioning to perform physically demanding tasks with a minimum of difficulty and minimize the possibility of job-related injuries, illness, and work-related disabilities

6. Have no serious criminal or motor vehicle violation record that would indicate a disrespect for the law, inadequate ethical standards, a tendency towards violence, dishonesty or criminal behavior, an inability or unwillingness to follow rules and regulations, an inability to safely operate a motor vehicle, or an inability to command public respect.

7. Have a good reputation according to contemporary standards of the community among family, friends and acquaintances, co-workers, neighbors, business associates and others as to honesty, fairness, patience, tolerance, financial responsibility, and respect for the rights and property of others that would be characteristic of a respectable public servant.

8. Once experienced, be able to train other employees to do the job, and evaluate their progress in learning.

9. Be temperamentally, emotionally, and intellectually suited to operate under highly structured conditions including taking detailed orders from superiors and following specific procedures, to operating unstructured situations with little or no supervision and making decisions involving a great deal of discretion and common sense.

VIII. EQUIPMENT USED

Computer network infrastructure equipment including, but not limited to, servers, network switches and routers, desktop and laptop computers, printers, scanners, officer copiers, and other equipment related to the Public Safety IT Coordinator position.

IX. EVIDENCE OF QUALIFICATIONS

Bachelor’s degree or higher in Computer Science from an accredited institution or (5) five years of equivalent experience in said field or a combination of education and equivalent experience.

X. SELECTION PROCESS

A. Involves, but is not limited to:

1. Written and oral examination
2. Extensive background investigation (including neighborhood check, and employment check)
3. Criminal history check
4. Medical examination
5. Drug test
6. Polygraph examination
7. Oral Interview Board comprised of members appointed by the Chief of Police and/or the Commanding Officer of the Support Services Division
8. Interview with the Chief of Police.

XI. APPOINTMENT

A. Appointment made by the Chief of Police.

These policies and procedures replace and supersede all policies, procedures, rules, regulations, and written directives regarding JOB DESCRIPTION: Public Safety IT Coordinator.

Physical Activity Requirements

PRIMARY PHYSICAL REQUIREMENTS Indicate how often task is required: Never, rarely, occasionally or frequently	
LIFT up to 10 lbs:	Frequently
LIFT 11 to 25 lbs:	Occasionally
LIFT 26 to50 lbs:	Rarely
LIFT over 50 lbs:	Never
CARRY up to 10 lbs:	Frequently
CARRY 11 to 25 lbs:	Occasionally
CARRY 26 to50 lbs:	Rarely
CARRY over 50 lbs:	Never
REACH above shoulder height:	Occasionally
REACH at shoulder height:	Frequently
REACH below shoulder height:	Frequently
PUSH/PULL:	Frequently

HAND MANIPULATION Indicate how often task is required: Never, rarely, occasionally or frequently	
Grasping:	Frequently
Handling:	Frequently
Torqueing:	Rarely
Fingering:	Frequently

COGNITIVE AND SENSORY REQUIREMENTS Indicate "required" or "not required"	
Speaking:	Required
Hearing:	Required
Seeing:	Required
Tasting:	Not Required
Smelling:	Not Required

OTHER PHYSICAL CONSIDERATIONS Indicate how often task is required: Never, rarely, occasionally or frequently	
Twisting:	Frequently
Bending:	Frequently
Crawling:	Rarely
Squatting:	Occasionally
Kneeling:	Occasionally
Crouching:	Occasionally
Climbing:	Never
Balancing:	Never

WORK SURFACE(S) Indicate "Yes" or "No"	
Counter tops and desks	Yes
Flooring (various types)	Yes
Uneven surfaces	No
Sloped Surfaces	No
Snow or icy surfaces	No
Grass/Pavement	No
Vehicle Interiors	Yes

ENTER NUMBER OF HOURS DURING ONE WORK SHIFT	Enter Number of **Consecutive** Hours	Enter Number of **Total** Hours
Sit	1	6
Stand	.25	1
Walk	.25	1

EQUIPMENT: List all equipment that may be used:

General office equipment, telephones, tools for installing IT equipment, computers, electronics of all types,

ENVIRONMENT: Indicate percent – total should be 100%	Inside: 95	95%	Outside: 5	5%

Town of Londonderry
Office of Human Resources
Tara Koza

TO: Alvin Bettencourt – LAPS President and Marc Beaudoin – LAPS Attorney
CC: Kim Bernard, Police Chief, Shaun Mulholland – Town Manager, Jeremy Spaulding – Cyber Services Director and Jim Young – Fire Chief
FROM: Tara Koza - Human Resources Director
DATE: July 8, 2026
SUBJECT: Substantive Revisions to Public Safety IT Coordinator Job Description

Below is an outline of the substantive structural, departmental and operational changes from the current **Public Safety Information Technology Coordinator** job description (effective January 23, 2024) against the draft revised version dated July 8, 2026.

1. Departmental Reassignment & Title Change

- **Department Shifts:** The position is being moved out of the Police Department (Services Bureau) and integrated into a centralized Cyber Services Department.
- **Job Title:** The title is amended from *Public Safety Information Technology Coordinator* to *Public Safety Cyber Services Coordinator*.
- **Accountability Hierarchy:** The position no longer reports to the Services Bureau Captain. It now reports directly to the newly established *Cyber Services Director*.
- **Appointing Authority:** Final appointment authority shifts from the Chief of Police to the *Town Manager*, acting upon the recommendation of the Cyber Services Director.

2. Classification

- **Collective Bargaining Unit:** The position moves from the *LAEA TAP (Unit B) Bargaining Agreement* over to the *LAPS Collective Bargaining Agreement*.

3. Expansion of Scope (Fire Department Integration)

- **Dual-Agency Support:** The current description focuses strictly on the Police Department's records, dispatch, and system integrity. The 2026 draft expands the core mandate to guarantee uninterrupted operations and data security for both the Police and Fire Departments.
- **System Infrastructure:** Explicit operational oversight is added for supporting communication infrastructure unique to fire operations, including fire alarm systems, mobile vehicle systems, and specialized dispatch software.

4. Revisions to Essential & Additional Duties

- **Software Systems Focus:** Replaces specific software name restrictions (e.g., *IMC software* and *New World*) with broader system terms like *Alarm and dispatch software* and *ERP software*.
- **Budgeting Realignment:** Budget planning is now a collaborative effort with the Cyber Services Director, Police leadership, and Fire leadership, to be submitted jointly to both the Police Chief and Fire Chief.
- **Investigation Support:** The "Additional Duties" section modifies the IT investigation clause. Rather than just potentially assisting the Operations Division with computer forensics, the role is formally tasked with the setup and maintenance of computer forensic equipment and providing infrastructure support during active investigations.
- **Website Maintenance:** Removes the specific duties of directly editing the Police Department's external webpage and performing weekly manual updates to the online Dispatch Logs page.

5. Qualifications & Compliance Additions

- **New Certification Mandate:** Adds a requirement to obtain CJIS (Criminal Justice Information Services) certification within six months of hire.
- **Confidentiality Compliance:** Expands compliance boundaries beyond generic confidentiality. The position is now explicitly bound by CJIS, HIPAA, Town regulations, and state/federal statutory rule requirements.

TOWN OF LONDONDERRY
JOB DESCRIPTION
Public Safety Cyber Services Coordinator **Effective Date: July 1, 2026**

DEPARTMENT: Cyber Services

JOB TITLE: Public Safety Cyber Services Coordinator

SALARY: Per LAPS Collective Bargaining Agreement

FLSA CLASSIFICATION: Exempt

WORK SCHEDULE:
Regular, Full Time, M-F, 8:00 am - 4:00 pm and other hours as required by the position.

ACCOUNTABILITY:
Reports to Cyber Services Director.

JOB SUMMARY:
The Public Safety Cyber Services Coordinator is directly responsible to the Cyber Services Director.

The primary responsibility of this role is to guarantee the uninterrupted operation of the Police Department's records management and Dispatch console system (IMC), ensuring the continuous availability of all contained electronic data. Additionally, the incumbent assists in maintaining necessary electronic or physical files regarding criminal offenses and statistical information required for the preparation of departmental reports. The Public Safety Cyber Services Coordinator is also responsible for assisting in implementing and maintaining Fire and EMS systems including but not limited to dispatch, radio, and vehicle systems.

Secondary responsibilities include computer, server, and network administration, alongside other core technical functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- IMC and dispatch software administration, upkeep, problem resolution, training, user security management, records maintenance, and statistical data generation.
- Maintain the operational integrity of department's network, server systems, desktop and laptop computers, printers, cruiser laptops and wireless air cards, and all associated equipment.
- Install new and replacement Cyber Services hardware including, but not limited to, servers, desktop computers, monitors, printers, cruiser laptops, scanners, and peripherals.
- Monitor the operation of State of NH owned routers and switches, server systems, desktop computers, printers, and all associated equipment, and to act as the department's Cyber Services point of contact when working with the State of NH Department of Information Technology (DoIT).
- Schedule preventative maintenance and repair service visits for Cyber Services hardware and software.
- Purchase or recommend the purchase of new and replacement Cyber Services hardware and

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Deleted: LAEA TAP (Unit B)

Deleted: DEFINITION:¶
<#>Public Safety IT Coordinator is directly responsible to the Services Bureau Captain who has full authority and direct control of the Public Safety IT Coordinator, subject to any limitation set by the Chief of Police, the Services Division (SD) Commander, and/or departmental rules, regulations, policies, procedures, and general orders.¶
<#>The primary responsibility of the Public Safety IT Coordinator is to guarantee the uninterrupted operation of the Department's records management and Dispatch console system (IMC), to ensure the availability of all electronic data contained within and assist in maintaining all necessary files (electronic or otherwise) on criminal offenses and statistical information as may be determined necessary for the preparation of all reports required by the Department.¶
<#>Secondary responsibilities include computer, server, and network administration and those duties as outlined in the ESSENTIAL DUTIES & RESPONSIBILITIES section of this document.¶
<#>The degree of proficiency required in the performance of the specific sections of duties which follow shall be determined by the Commanding Officer of the Services Division.¶

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software.

- Ensure the daily on-site and cloud backups of essential department files.
- Assist in various departmental activities, meetings, ceremonies, or operations which require the use of information technology.
- Maintain the operational integrity of the security door system which includes software administration, issuing employee access rights, and issuing new and replacement door access ID cards and key fobs.
- Maintain the operational integrity of the department phone system which includes assigning telephone extensions, voice mailbox setup, phone usage training, equipment maintenance, call statistical data collection, and all other system related functions and features.
- Monitor the operation of the NICE Call Focus III radio recording system and produce incident recordings upon request.
- Monitor the operation of the XIMA phone recording system and produce incident recordings upon request.
- Assist in maintaining the department's internal website, Connections; used to organize the wide range of forms, photos, videos, and other files used throughout the agency.
- Develop and maintain Cyber Services related training materials, user guides, procedures, and policies.
- Work directly with the Town's Cyber Services personnel when requiring additional assistance on computer and software related issues, purchasing, or exchanging Cyber Services equipment, reporting Internet or New World outages, or any other Cyber Services related items.
- Work directly with the Town's GIS Manager to obtain map data (used for IMC Mapping and the P&S Book), building diagrams, and quarterly tax map list updates for department use.
- Work directly with the Town Clerk to obtain quarterly dog license updates (used by the Animal Control Officer and in Communications)
- Work with the Cyber Services Director, Police and Fire leadership to develop a yearly department Cyber Services budget plan for the upcoming fiscal year submitted to the Chief of Police and Fire Chief
- Assist in maintaining, modifying, and making additions as required to the Police Department's webpage found on the Town's Internet website.
- Assist in updating, on a weekly basis (or as necessary), the Dispatch Logs page located on the Town's Internet website.

ADDITIONAL DUTIES:

- Assists the Police Department's Operations Division with the maintenance, setup, and technical troubleshooting of computer forensic equipment and provides Cyber Services infrastructure support during investigation.
- Work may be performed under highly stressful conditions and/or with assigned deadlines.
- The work requires the ability to work with and train employees possessing various levels of computer knowledge, analyze and trouble-shoot technology related problems and exchange accurate information effectively in both written and spoken formats.
- Perform other related work and duties as assigned.

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Deleted: <#>Perform such other duties as may be required and as assigned by the Chief of Police and/or Commanding Officer of the Services Division.

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TOWN OF LONDONDERRY
JOB DESCRIPTION
Public Safety Cyber Services Coordinator **Effective Date: July 1, 2026**

MINIMUM EDUCATION AND EXPERIENCE REQUIREMENTS:

- Incumbent must be a U.S. citizen with a minimum age of 18 years.
- Bachelor's degree or higher in Computer Science; four (4) years full-time computer system administrator work experience, or any equivalent combination of experience and training.

CERTIFICATION/LICENSE REQUIREMENTS:

- None required.

KNOWLEDGE, SKILLS, ABILITIES, AND OTHER REQUIREMENTS:

- Must have strong computer network administration and trouble-shooting skills.
- Knowledge of:
  - After training, IMC administration
  - After training, New Hampshire law and Town of Londonderry Ordinances and the responsibilities and authority of the Public Safety Cyber Services Coordinator.
  - After training Police Department rules, regulations, policies, procedures, and general orders pertaining to the Public Safety Cyber Services Coordinator.
  - After training, functions of the department and administration of all Cyber Services equipment and software.
- Ability to:
  - Work effectively in a team environment.
  - Ability to effectively comprehend, interpret, and execute technical tasks and departmental operations.
  -
  - Possess sufficient general physical conditioning to perform physically demanding tasks with or without accommodation.
  - Ability to train other employees and evaluate their progress in learning.
  - Ability to maintain a professional demeanor and perform effectively within both highly structured environments following specific procedures, and unstructured situations requiring independent discretion and common sense.
  - Manage time effectively.
  - Ability to read, comprehend, and interpret complex technical documents and professional correspondence.
  - Maintain confidentiality.
  - Analyze issues, facts and situations using reason and logic.
  - Operate other office equipment.
  - Work flexible hours and be available for emergency situations.

SUMMARY OF OCCUPATIONAL EXPOSURES: May be exposed to cleaning fluids, photocopier toner, eraser fluids, printer cartridges, etc.

- Equipment used includes computer network infrastructure equipment including, but not limited to, servers, network switches and routers, desktop and laptop computers, printers, scanners, officer copiers, and other equipment related to the Public Safety Cyber Services Coordinator

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Commented [TK3]: Under "EVIDENCE OF QUALIFICATIONS" section below, five (5) years of experience is required, versus four (4) listed here.

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Commented [TK4]: The revisions were made to eliminate subjective, blanket exclusions regarding medical and mental health conditions that create significant legal liability under ADA and EEOC standards. The updated language shifts the focus entirely onto objective, measurable performance expectations, conduct, and core technical competencies.

Deleted: <#>Be mentally and physically able to read, remember, interpret and understand all tasks associated with the functions of the Public Safety IT Coordinator¶
<#>Be mentally and physically able to perform all duties associated with the position of the Public Safety IT Coordinator.¶
Be free of any mental illness, psychopathology or abnormal mental condition that could result in poor impulse control, dishonesty, inability to deal with job stress, immature or criminal behavior, and substance abuse.

Deleted: a minimum of difficulty and minimize the possibility of job-related injuries, illness, and work-related disabilities…

Deleted: <#>Have no serious criminal or motor vehicle violation record that would indicate a disrespect for the law, inadequate ethical standards, a tendency towards violence, dishonesty or criminal behavior, an inability or unwillingness to follow rules and regulations, an inability to safely operate a motor vehicle, or an inability to command public respect.¶
<#>Have a good reputation according to contemporary standards of the community among family, friends and acquaintances, co-workers, neighbors, business associates and others as to honesty, fairness, patience, tolerance, financial responsibility, and respect for the rights and property of others that would be characteristic of a respectable public servant.

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Once experienced, be able to

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Deleted: Be temperamentally, emotionally, and intellectually suited to operate under highly structured conditions including taking detailed orders from superiors and following specific procedures, to operating unstructured situations with little or no supervision and making decisions involving a great deal of discretion and common sense…

Deleted: Read and understand the English Language at a level and speed adequate to perform the job…

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position.

- Work is performed in an office environment, in department vehicles, or at locations outside the grounds of the department.
- The work involves extended periods of sitting, occasional standing and/or walking, light to moderate lifting of objects up to 10 to 25 pounds, and occasional heavy lifting.

SELECTION PROCESS:

- Must successfully participate in a panel interview process, be able to pass a written and oral examination, extensive background investigation and criminal history check, medical examination, drug test, and polygraph examination.
- Selection and background process involves but is not limited to:
  - Written and oral examination
  - Extensive background investigation (including neighborhood check, and employment check)
  - Criminal history check
  - Medical examination
  - Drug test
  - Polygraph examination

APPOINTMENT:

- Town Manager appoints based on the recommendation of the Cyber Services Director.

Equal Employment Opportunity Employer

REVISION HISTORY:
Date written: 03/28/11
Dave revised: 10/22/14
01/08/16
01/23/24
07/01/26

FOR THE TOWN OF LONDONDERRY:

Name: Title: Town Manager

Signature: Date:

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<#>Bachelor's degree or higher in Computer Science from an accredited institution or (5) five years of equivalent experience in said field, or a combination of education and equivalent experience.

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Deleted: <#>Oral Interview Board comprised of members appointed by the Chief of Police and/or the Commanding Officer of the Support Services Division¶
<#>Interview with the Chief of Police.¶

Deleted: Appointment made by the Chief of Police

TOWN OF LONDONDERRY
JOB DESCRIPTION
Public Safety Cyber Services Coordinator **Effective Date: July 1, 2026**

PHYSICAL ACTIVITY REQUIREMENTS

To be performed with or without accommodation

PRIMARY PHYSICAL REQUIREMENTS

(Enter one: Frequently, Occasionally, Rarely, or Not Required)

LIFT up to 10 lbs:	Frequently
LIFT 11 to 25 lbs:	Occasionally
LIFT 26 to 50 lbs:	Rarely
LIFT over 50 lbs:	Not required
CARRY up to 10 lbs:	Frequently
CARRY 11 to 25 lbs:	Occasionally
CARRY 26 to 50 lbs:	Rarely
CARRY over 50 lbs:	Not required
REACH above shoulder height:	Occasionally
REACH at shoulder height:	Frequently
REACH below shoulder height:	Frequently
PUSH/PULL:	Frequently

HAND MANIPULATION

Frequently, Occasionally, Rarely, or Not Required

Grasping:	Frequently
Handling:	Frequently
Torquing:	Rarely

OTHER PHYSICAL CONSIDERATIONS

Twisting:	Frequently
Bending:	Frequently
Crawling:	Rarely
Squatting:	Occasionally
Kneeling:	Occasionally
Crouching:	Occasionally
Climbing:	Not required
Balancing:	Not required

WORK SURFACE(S) (Place an "X" in any applicable)

Counter tops and desks	X
Flooring (various types)	X
Uneven surfaces	
Sloped Surfaces	
Snow or icy surfaces	
Grass/Pavement	
Vehicle Interiors	X

COGNITIVE AND SENSORY REQUIREMENTS

(Input "required or "not required" and provide any pertinent details.

Speaking:	Required
Hearing:	Required
Sight:	Required
Tasting:	Not Required
Smelling:	Not Required

DURING AN 8 HOUR DAY, EMPLOYEE IS REQUIRED TO:
(Elections should be formatted in bold & italics

	Consecutive Hours	Total Hours
Sit	***1*** 2 3 4 5 6 7 8	1 2 3 4 5 ***6*** 7 8
Stand	1 2 3 4 5 6 7 8	1 2 3 4 5 ***6*** 7 8
Walk	1 2 3 4 5 6 7 8	***1*** 2 3 4 5 6 7 8

Equipment (List all equipment used): General office equipment, telephones, tools for installing Cyber Services equipment, computers and electronics of all types.

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Environment: Inside 95% Outside 5% Inside + Outside percentage must total 100%.

From: Shaun Mulholland <smulholland@londonderrynh.gov>
Sent: Monday, July 13, 2026 7:58 AM
To: Elizabeth A. Bailey; Tara Koza
Subject: Vrountas Investigation

Liz and Tara

I spoke with Chairman Dunn this morning about this expanding investigation and ever larger demands of staff time. He stated he was unaware of the broadening scope of this investigation. I suspect the Council is not aware of this broadening scope either. I do need a definitive answer as to what is needed from staff so that I can properly manage other ongoing day to day operations.

We will need to quickly find outside resources to backfill existing staff to ensure the primary mission of providing services to our residents is met.

Additionally, my directive to Tara allowed for her to provide support as indicated below.

"This Memorandum for Record serves to formally direct your assistance to Attorney Chris Vrountas, who has been assigned by the Town Council to conduct an internal investigation concerning the Town Manager.

As part of this assignment, you are directed to provide administrative and logistical support necessary to facilitate the investigation process. This assistance shall include, but not be limited to:
• Coordinating and scheduling interviews with Town staff as requested by Attorney Vrountas;
• Assisting with access to and collection of relevant records, documents, and materials requested as part of the investigation;
• Facilitating communication and coordination between Town departments and Attorney Vrountas as necessary to ensure the investigation proceeds efficiently and professionally.

All assistance provided shall be handled in a professional, confidential, and timely manner consistent with Town policies and applicable legal requirements. Please proceed accordingly and provide any necessary updates regarding coordination efforts as appropriate."

Tara does not have authority to direct other staff. I will direct other staff as needed to support the investigation. I have as much if not more interest in the successful completion of this investigation as anyone does. However, the Town has ongoing day to day operations that need to be met, which is our primary responsibility.

I also asked Chairman Dunn what he anticipated would be the cost of this investigation. He did not know. I am sure the Council did not issue a blank check to spend funds on this inquiry. As you know we are not budgeted for this type of expenditure. Budget recissions may be necessary to ensure that the legal line, which is $200,000 in the FY2028 budget, can be managed. The year just began and I anticipate based on what I can tell right now we expect to be double that expenditure in FY 2028 perhaps more the way we are presently spending.

Shaun Mulholland
Town Manager
Town of Londonderry, NH 03053
603-432-1100 Ext. 151

From: Bill Christie <bchristie@Shaheengordon.com>
Sent: Thursday, July 16, 2026 3:11 PM
To: Tara Koza
Cc: cvrountas@vaclegal.com
Subject: RE: Investigation

Tara,

We are working on a protocol to governing these situations. For the time being, we request that you stand pat and do not inform Mr. Mulholland about the request. We will provide further guidance once the protocol is in completed which should be very soon.

Bill

William E. Christie
Shareholder/Chair Litigation Practice Group
Shaheen & Gordon, P.A.
107 Storrs Street
P.O. Box 2703
Concord, NH 03302
Main: (603) 225-7262
Cell: (603) 491-8615
Fax: (603) 225-5112

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From: Tara Koza <tkoza@londonderrynh.gov>
Sent: Thursday, July 16, 2026 1:44 PM
To: Bill Christie <bchristie@Shaheengordon.com>
Cc: cvrountas@vaclegal.com
Subject: Re: Investigation

Good afternoon Bill -

I'm happy to be the meeting coordinator.

Chris - Before I proceed, I thought I would doublecheck with you based on our last conversation. As I mentioned, Shaun informed me that he is the only one who can direct employees to participate in this investigation. On May 18th, he sent an email to all Department Heads (which would include Cyber Services Director Jeremy Spaulding) directing them to "*participate in the investigation*". However, in recent conversations that he and I had, he made it clear that I do not have the authority to direct Jeremy to conduct any searches and that he (Shaun) would need to issue a Memorandum For Record "MFR", directing him (Jeremy) to assist with document/email searches and document collection. I'm not clear on what the call/meeting subject matter will cover with the three of us and Jeremy, but I'd like to get your thoughts on if Shaun should be informed that you will be making a request to meet with Jeremy and provide him with a request for assistance in document collection so he can issue the MFR. Please let me know your thoughts.

Regards,

Tara Koza

Tara Koza
Human Resources Director
Town of Londonderry
tkoza@londonderrynh.gov
(603) 432-1100 x127

From: Bill Christie <bchristie@Shaheengordon.com>
Sent: Wednesday, July 15, 2026 3:12 PM
To: Tara Koza <tkoza@londonderrynh.gov>
Cc: cvrountas@vaclegal.com <cvrountas@vaclegal.com>
Subject: Investigation

External Email Notice
This message was sent from outside the Town of Londonderry offices. Please use caution before clicking links or opening attachments. If you were not expecting this message, verify the sender before responding.
Please use the **Phish Alert** button to report suspicious emails.

Tara,

In follow up to our communications from yesterday, can you coordinate a call or a meeting between Chris Vrountas, Jeremy Spaulding, and you. It relates to Attorney Vrountas' ongoing investigation.

Thank you.

Bill

William E. Christie

Shareholder/Chair Litigation Practice Group
Shaheen & Gordon, P.A.

107 Storrs Street
P.O. Box 2703

Concord, NH 03302
Main: (603) 225-7262

Cell: (603) 491-8615

Fax: (603) 225-5112



shaheengordon.com | Facebook | LinkedIn | Twitter

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Town of Londonderry
Shaun Mulholland, Town Manager
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 ext. 401 • smulholland@londonderrynh.gov

MEMORANDUM

TO: Dave Wholley, Director of Public Works
FROM: Shaun Mulholland, Town Manager
DATE: July 30, 2026
SUBJECT: Directive—FY 2027 Budget Rescissions

Purpose

The Town anticipates that legal expenses incurred during FY 2027 will substantially exceed the amount included in the adopted operating budget. Immediate expenditure controls are therefore necessary to preserve available appropriations, maintain the Town's overall financial position, and reduce the risk that total municipal expenditures will exceed the amount authorized for the fiscal year.

This memorandum establishes an administrative rescission of certain delegated spending authority within the Department of Public Works and directs that available FY 2027 funds be preserved unless and until further authorization is provided by the Town Manager.

Authority and Responsibility

Section 3.04 of the Town Charter designates the Town Manager as the Town's chief administrative officer and makes the Town Manager responsible for the Town's administrative and financial affairs. The Charter further authorizes the Town Manager to supervise and direct Town departments, administer purchasing, ensure that expenditures remain within existing appropriations, and maintain appropriate accounting and internal controls. Department heads exercise authority over their departments subject to the authority and direction of the Town Manager.

New Hampshire law similarly provides that a town manager has general supervision over the expenditure of money appropriated for municipal purposes and may approve or withhold approval of departmental payment vouchers. Londonderry's town-manager form of government is required to vest the Town Manager with authority and responsibility similar to that established under RSA Chapter 37.

RSA 32:8 prohibits a municipal officer or employee from incurring an expenditure in excess of an appropriation or for a purpose for which no appropriation has been made.

Accordingly, this directive **does not repeal, reduce, or transfer an appropriation adopted by the legislative body**. It rescinds the administrative authority previously delegated to the Department of Public Works to commit or expend certain FY 2027 funds without further review. Any transfer of appropriations that may ultimately be required to address legal expenses will be presented separately to the Town Council in accordance with applicable law.

Directive

1. Rescission of Delegated Spending Authority

Effective immediately, the Department of Public Works' previously delegated authority to initiate, authorize, commit, encumber, or expend FY 2027 funds for paving is rescinded.

Unless specifically excepted below, no new purchase order, contract or change order for pavying involving FY 2027 funds shall be initiated without the Town Manager's prior written authorization.

This restriction applies regardless of whether sufficient funds presently appear to be available within paving account line.

2. Continuing Essential Expenditures

Expenditures necessary for the continued delivery of essential municipal services may continue, provided that they remain within existing appropriations and comply with all applicable procurement and financial-control requirements. These include:

- Regular payroll and benefits;
- Utilities, fuel, and other essential operating expenses;
- Payments required under existing legally binding contracts;
- Emergency repairs and immediate public-safety needs;
- Legally or regulatorily mandated work;
- Materials and services necessary to avoid an interruption of essential DPW operations; and
- Winter maintenance activities addressed in Section 3 of this memorandum.

The authority to continue these expenditures shall not be interpreted as authority to expand services, increase the scope of an existing project, approve discretionary overtime, or incur costs beyond those reasonably necessary to maintain essential operations.

Whenever there is uncertainty as to whether an expenditure is essential or subject to this rescission, approval shall be obtained from the Town Manager before the obligation is incurred.

3. Winter Maintenance of Municipal Parking Lots

All FY 2027 costs associated with winter maintenance of the following municipal parking lots shall be paid from the Department of Public Works' existing FY 2027 operating budget:

- Town Hall;
- Police Station; and

- Leach Library.

This requirement includes, as applicable, the cost of plowing, snow removal, snow hauling, sanding, salting, deicing materials, labor, overtime, equipment operation, fuel, and contracted winter-maintenance services.

The prior practice of charging these costs to the **Expendable Maintenance Trust Fund** is discontinued. There are no longer sufficient funds available in the Expendable Maintenance Trust Fund to support these recurring operating costs. No FY 2027 winter-maintenance expense for these facilities shall be charged or submitted for payment from that trust fund unless separately authorized in writing by the Town Manager and otherwise permitted by law.

Winter maintenance of these facilities remains an essential service. DPW shall absorb and manage these costs within its adopted FY 2027 operating budget through expenditure reductions, deferrals, and reprioritization of other departmental spending.

4. Fiscal Year-End Review

This rescission shall remain in effect unless modified or lifted in writing by the Town Manager.

During the FY 2027 year-end review, the Town Manager will evaluate actual and projected legal expenses, remaining municipal obligations, winter-maintenance costs, departmental balances, and the Town's overall financial condition. If sufficient funds remain available after these obligations have been addressed, this administrative rescission may be lifted, in whole or in part, before the close of the fiscal year.

No expenditure shall be initiated based upon an assumption that the rescission will be lifted. Annual appropriations generally lapse at the end of the fiscal year, and any year-end expenditure must be properly authorized, necessary, incurred within the applicable fiscal period, and consistent with municipal procurement requirements.

Signed by:
Shaun Mulholland
82BB7E423858440...

Shaun Mulholland
Town Manager

Print Form

Form U-1

State of New Hampshire
Public Employee Labor Relations Board

Unfair Labor Practice Complaint

1. **Charging Party:** Londonderry Association of Police Supervisors
   Representative: Marc G. Beaudoin Title: Attorney
   Address: 109 North State Street, Concord, NH 03301
   E-Mail Address: marc@krupskibeaudoin.com Telephone 603-785-9269

2. **Respondent:** Town of Londonderry
   Representative: Shaun Mulholland Title: Town Manager
   Address: 268-B Mammoth Road, Londonderry, NH 03054
   E-Mail Address: smulholland@londonderrynh.go Telephone (603)432-1100

3. **Public Employer:** Town of Londonderry
   Representative: Shaun Mulholland Title: Town Manager
   Address: 268-B Mammoth Road, Londonderry, NH 03054
   E-Mail Address: smulholland@londonderrynh.gov Telephone (603)432-1100

4. **Details of the Charge**: In separately numbered paragraphs in the space below, or in an attachment, specify in detail the specific provisions of RSA 273-A:5 allegedly violated and provide a complete statement of supporting facts, such as names, dates, times, places, and other information required under Pub 201.02 (b).

See Attached.

5. **Remedy Requested**: See Attached.

6. **Collective Bargaining Agreement**: The charging party is required to file an electronic copy of the current and other applicable collective bargaining agreement or a statement that such agreement(s) are already on file with the PELRB. Pub 201.02 (d)(1) and (2).

7. **Answer to Complaint**: The respondent shall file its answer at pelrb@nh.gov within fifteen days of the date the complaint was filed at the PELRB electronically. In accordance with Pub 201.03 the respondent shall clearly and concisely answer the allegations in the complaint, paragraph by paragraph, and shall specifically deny or admit each allegation in the complaint and explain each allegation about which the respondent has knowledge.

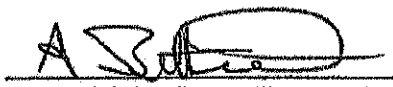
8. **Posting of Complaint**: The public employer shall post and display copies of any complaint filed by it or against it or delivered to it at locations where such employees who might be directly affected by the board's disposition of the complaint work not later than the date on which it files its answer or on which it receives the answer of the charged party, or not later than 15 days after the receipt of the complaint if no answer to the complaint is to be filed.

Execution of Complaint:

State of New Hampshire
County of Rockingham

Alvin Bettencourt, first being duly sworn, does depose and say that I am the complaining party and the allegations in this complaint are true to the best of my knowledge, information and belief.

Date: 08/06/2026



(Complaining Party Signature)

Alvin Bettencourt
(Print or type name)

Subscribed and sworn to before me this 6 day of August, 2026.

Marc G. Beaudoin, Esq.

(Notary Public/Justice of the Peace)
My Commission Expires:

Certificate of Service

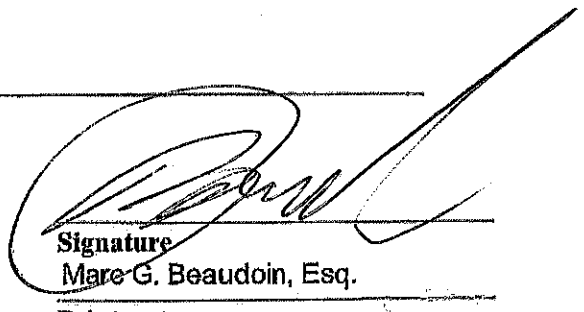
I hereby certify that on August 6, 2026 (date) a copy of this complaint was provided by electronic mail if available and by regular mail or hand delivery to:

Shaun Mulholland, Town Manager
(Name of Representative for Respondent)

And

Shaun Mulholland, Town Manager
(Name of Representative for Public Employer)

Date: August 6, 2026



Signature
Marc G. Beaudoin, Esq.
Print or type name

Marc G Beaudoin
JUSTICE OF THE PEACE
State of New Hampshire
My Commission Expires 2/5/2030

4. Detail of the Charges

A. The Londonderry Association of Police Supervisors ("LAPS") is a certified bargaining unit of sworn and non-sworn law enforcement personnel that are employed with the Londonderry Police Department, which includes the Deputy Chief of Police, Police Captains, Police Lieutenants, Police Executive Assistant, Police Administrative Secretary, Public Safety IT Coordinator, Paralegals, and Executive Administrator. The address of the Londonderry Association of Police Supervisors is 109 N. State Street, Concord, New Hampshire 03301.

B. The Town of Londonderry ("Town") is located at 268-B Mammoth Road, Londonderry, New Hampshire 03054. The Town of Londonderry is a public employer as the term is defined by RSA 273-A:1, X.

C. The Parties are signatories to a Collective Bargaining Agreement ("CBA"), which is on file with the Public Employee Labor Relations Board ("PELRB").

D. On or about June 1, 2025, the Town hired Shaun Mulholland for the position of Town Manager ("TM").

E. On or about March 16, 2026, TM Mulholland brought a plan forward to the Town Council regarding the creation of a Director of Cyber Security, and that the current Public Safety IT Coordinator position within the police department would undergo some changes. The Public Safety IT Coordinator's position's hours, reporting structure, and duties would change. The Town Council tabled the matter, so ultimately it was not approved.

F. Due to the uncertainty of the Public Safety IT Coordinator's position, the current employee that was in that role, Thomas A. Roy, decided to submit his resignation on or about March 23, 2026. He was concerned about the hours, duties, and reporting structure changes. On or about April 2, 2026, Chief Kim Bernard reluctantly accepted Mr. Roy's resignation letter. On

or about April 23, 2026, Mr. Roy submitted a letter to Chief Bernard rescinding his April 2, 2026 letter of resignation. On or about April 27, 2026, Chief Bernard accepted the recission of Mr. Roy's letter of resignation, and informed Mr. Roy that he could continue to work at the Londonderry Police Department in his current position. Later that same day, TM Mulholland informed Chief Bernard that only he could rescind that letter of resignation and then scheduled a meeting with Chief Bernard and Mr. Roy.

G. On or about April 29, 2026, TM Mulholland held a meeting to discuss the Public Safety IT Coordinator position with Mr. Roy and also present for the meeting was the Town's Human Resources Director, Tara Koza, Chief Bernard, and Deputy Chief of Police ("DC") Jason Breen. As a result of the meeting, and due to the changes in the reporting structure, hours, and duties unilaterally imposed by TM Mulholland, Mr. Roy decided to ultimately resign on or about May 1, 2026.

H. On or about May 26, 2026, LAPS, through its legal counsel, sent a letter to the Londonderry Town Council regarding concerns about the restructuring/reorganization of the Public Safety IT Coordinator position by TM Mulholland. Specifically, LAPS was concerned about the legality of the changes proposed by TM Mulholland in that those changes may be in violation of the Town's Charter, Collective Bargaining Agreement ("CBA"), RSA 273-A, and RSA 105:1.

I. On or about June 29, 2026, the Town hired Michael Muzzy as the new Public Safety IT Coordinator for the Londonderry Police Department. Mr. Muzzy is a member of LAPS.

J. On or about June 30, 2026, TM Mulholland requested a meeting with LAPS to discuss the proposed changes to the Public Safety IT Coordinator position. Present for the meeting was TM Mulholland, Ms. Koza, IT Director, Chief Bernard, Capt. Alvin Bettencourt, who is the current president of LAPS, and undersigned counsel. The meeting occurred in the Town Hall conference room. LAPS informed Mr. Mullholand that it believed that his proposed changes would be in violation of the Town Charter, and that even if LAPS agreed to the changes, the TM did not have the authority to restructure/reorganize the position without the approval of the Town Council. Furthermore, even if he were to receive the approval of the Town Council, the changes would need to be impact bargained, because some of those changes are a mandatory subject of bargaining.

K. On or about July 13, 2026, LAPS sent an email to TM Mulholland and Ms. Koza advising them of the section of the Town Charter that the union believed would be violated if Mr. Mulholland were to move forward with the changes to the Public Safety IT Coordinator position. It also stated that even if the Town Council approved the restructuring/reorganization, then that position and change would need to be impact bargained with the union. The following day, Ms. Koza reached out to LAPS requesting another meeting regarding the same topic. On or about July 17, 2026, LAPS informed Ms. Koza that it did not believe that another meeting was necessary, because its position had not changed.

L. The reorganization/restructuring of the Public Safety IT Coordinator position involved a complete reporting reorganization. Prior to the change, the Public Safety IT Coordinator position reported directly to the Chief of Police, the funding for the position was included in the police department budget, and both Mr. Roy and Mr. Muzzy had to pass a rigorous background check in order to handle the sensitive information normally dealt with in a law enforcement agency. As part of the reorganization, the physical location of the position will remain the same, but the Public

Safety IT Coordinator will now report directly to the IT Director and the Town Manager. Duties would also significantly change in that the position would now not only perform the same duties as before with the police department but will also have to perform IT services for the fire department and possibly other Town departments, which would significantly increase workload. Furthermore, Mr. Roy had been working a hybrid work week where he was on location for a few days during the week and the other days he could work remotely from his home in Maine. The ability to work remotely was removed during the meeting on April 29, 2026, which is what contributed to Mr. Roy's resignation on May 1, 2026. These are significant changes that require both approval by the Town Council and impact bargaining with LAPS due to the changes in the various mandatory subjects of bargaining, such as wages, hours, duties, transfers, etc.

M. On or about July 31, 2026, Ms. Koza informed LAPS that TM Mulholland decided to move forward with the restructuring/reorganization of the Public Safety IT Coordinator position.

N. On or about August 5, 2026, Chief Bernard issued a formal objection letter to TM Mulholland regarding the unilateral changes that were made to the Public Safety IT Coordinator position within his police department. In his letter, Chief Bernard stated that he believed that TM Mulholland exceeded his authority by restructuring/reorganizing the Public Safety IT Coordinator position when he decided to implement those changes without Town Council approval in violation of the Town's Charter. Furthermore, he stated that he believed that the changes to the position were so significant that it violated the collective bargaining rights of LAPS. Finally, the Chief argued that the changes that TM Mulholland implemented also interfered with the Chief's authority to direct and control the employees of the police department, which would be in violation of RSA 105:2-a.

O. The Town violated RSA 273-A:5 when it committed an unfair labor practice against LAPS, and this unfair labor complaint is filed pursuant to Pub 304.01

5. Remedy Requested

A. Find that the Town, through its Town Manager, has committed an unfair labor practice(s); and

B. Order that the Town rescind the changes to the Public Safety IT Coordinator position; or in the alternative

C. Order the Town to engage in impact bargaining; and

D. Order the Town to cease and desist from any further violations; and

E. Grant such other and further relief as is deemed just and equitable.

NOTICE: This opinion is subject to motions for rehearing under Rule 22 as well as formal revision before publication in the New Hampshire Reports. Readers are requested to notify the Reporter, Supreme Court of New Hampshire, One Charles Doe Drive, Concord, New Hampshire 03301, of any editorial errors in order that corrections may be made before the opinion goes to press. Errors may be reported by E-mail at the following address: reporter@courts.state.nh.us. Opinions are available on the Internet by 9:00 a.m. on the morning of their release. The direct address of the court's home page is: http://www.courts.state.nh.us/supreme.

THE SUPREME COURT OF NEW HAMPSHIRE

Rockingham
No. 2010-323

HAMPTON POLICE ASSOCIATION, INC.

v.

TOWN OF HAMPTON

Argued: March 17, 2011
Opinion Issued: April 28, 2011

McKittrick Law Offices, of North Hampton (J. Joseph McKittrick on the brief and orally), for the petitioner.

Mark S. Gearreald, of Hampton, by brief and orally, for the respondent.

Paul G. Sanderson, of Concord, by brief, for The Local Government Center, as amicus curiae.

DALIANIS, C.J. The respondent, Town of Hampton (Town), appeals the orders of the Superior Court (McHugh, J.) granting the request for injunctive relief filed by the petitioner, Hampton Police Association, Inc. (Association), and ordering the Town to provide the Association with copies of certain invoices from the Town's outside counsel. The Town contends that the trial court

erroneously: (1) ordered the Town's outside counsel, as its agent, to prepare a revised invoice listing entries devoted only to a particular matter; and (2) failed to rule that the narrative descriptions contained in the original and revised invoices were "confidential" under the Right-to-Know Law because they were subject to the attorney-client privilege. See RSA ch. 91-A (2001 & Supp. 2010). We affirm in part and reverse in part.

I. Background

The record reveals the following facts. On September 2, 2009, counsel for the Association wrote to Frederick Welch, the Town's manager, requesting, pursuant to the Right-to-Know Law, "copies of each and every invoice from any and all Attorneys who have represented the Town or given advice regarding the so-called Probationary Employees' grievance and subsequent Arbitration" as well as "the same information with regard to the Petition to Enforce the Arbitrator's Award." In his September 10, 2009 response, Welch advised the Association's attorney "that the invoices from [the Town's outside] attorneys . . . contain confidential detailed billing narratives which are protected by the attorney-client privilege," and, thus, "are excepted from the requirements of the Right to Know Law." Welch further explained that only the August 20, 2008 bill from outside counsel contained time entries that related solely to the probationary employees' grievance, arbitration and subsequent petition to enforce the arbitration award; the remaining invoices addressed "a variety of other legal matters" and were not limited to the dispute in question. Thus, Welch enclosed only the last two pages of outside counsel's August 20, 2008 invoice.

On September 15, 2009, the Association's counsel sent the Town's attorney a letter explaining that his "request was for the time and monies spent by the Town on the Arbitration and subsequent Superior Court Appeal," and that he was "not requesting any other information, including possible privileged" information. The Association's counsel suggested that the Town "redact any information that it believes is privileged," and observed that "[t]he amount of money spent by the Town is not privileged and is the proper subject of [his] request." In a September 22, 2009 letter, counsel for the Town replied that the Town did not "have any documents beyond those that have already been provided [to the Association's attorney] that segregate out the time and charges on [the grievance, arbitration and petition to enforce arbitration award at issue]." On September 30, 2009, the Association brought the instant petition for injunctive relief, asking the trial court to, among other things, order the Town to produce the requested information.

The trial court held a hearing on the matter on January 14, 2010, at which Town counsel reiterated that outside counsel's invoices generally did not identify the work performed by case. Town counsel provided the court with

outside counsel's invoices for the relevant time period for in camera review, explaining that thirty-four of the sixty-nine entries concerned only the matter for which the Association sought information, but that the remaining thirty-five entries concerned multiple matters. The Town argued that all of the descriptive narratives in the invoices were privileged from disclosure by the attorney-client privilege.

Following its in camera review of the invoices, the trial court ruled that the Association was "entitled to receive copies of bills which reflect simply the work done on the matters at issue, for example telephone conversation with Town manager, without the specifics of their discussion, along with an accompanying dollar amount for the services rendered." The court ordered the Town to photocopy the thirty-four entries that were devoted to the matter for which the Association sought information. For the remaining entries, the court ordered the Town's outside counsel, as the Town's agent, to "approximate how many of the entries were devoted to the subject matter at issue and forward a revised bill to [the Association's] counsel listing the general subject matter and amount approximated for the service." Because complying with its mandates would entail "extra work" by the Town and its outside counsel, the court "elect[ed] not to require the Town to be responsible for any portion of the [Association's] attorney['s] fees in having to file the within petition." See RSA 91-A:8, I (2001).

Although the trial court's order obliged the Town's outside counsel only to list the general subject matter and amount approximated for each service, outside counsel's revised invoice contained detailed narratives about the work performed for the Town. Arguing that the detailed narratives were subject to the attorney-client privilege and, therefore, not subject to disclosure, the Town asked the court to be relieved of its obligation to forward the revised invoice to the Association. The trial court denied the Town's request for relief and sent the revised invoice to the Association itself. This appeal followed.

II. Discussion

Resolving the issues on appeal requires that we interpret the Right-to-Know Law. "The interpretation of a statute, including the Right-to-Know Law, is to be decided ultimately by this court." N.H. Challenge v. Commissioner, N.H. Dep't of Educ., 142 N.H. 246, 249 (1997) (quotation omitted). "The purpose of the Right-to-Know Law is to ensure both the greatest possible public access to the actions, discussions and records of all public bodies, and their accountability to the people." N.H. Civil Liberties Union v. City of Manchester, 149 N.H. 437, 438 (2003) (quotation omitted). Thus, the Right-to-Know Law helps further our state constitutional requirement that the public's right of access to governmental proceedings and records shall not be unreasonably restricted. Id.; see N.H. CONST. pt. I, art. 8. While the statute

does not provide for unrestricted access to public records, we resolve questions regarding the Right-to-Know Law with a view to providing the utmost information in order to best effectuate the statutory and constitutional objective of facilitating access to all public documents. Lambert v. Belknap County Convention, 157 N.H. 375, 379 (2008). Therefore, we construe provisions favoring disclosure broadly, while construing exemptions narrowly. Id. "We also look to the decisions of other jurisdictions, since other similar acts, because they are in pari materia, are interpretively helpful, especially in understanding the necessary accommodation of the competing interests involved." Id. (quotation omitted). "When a public entity seeks to avoid disclosure of material under the Right-to-Know Law, that entity bears a heavy burden to shift the balance toward nondisclosure." Id. (quotation and brackets omitted).

A. Revised Invoice

The Town first argues that the trial court erred when it required its outside counsel, as its agent, to create a revised invoice for submission to the Association. The Town asserts that by requiring outside counsel to prepare a revised invoice, the trial court violated RSA 91-A:4, VII (Supp. 2010), which states that the Right-to-Know Law should not be construed "to require a public body or agency to compile, cross-reference, or assemble information into a form in which it is not already kept or reported by that body or agency." The Association counters that the trial court's order merely required the Town (through outside counsel acting as the Town's agent) to "create a subset of already existing information." The Association asserts, "All of the information was in one set of documents. The Town had only to redact the non[-]requested information." Thus, the Association contends, contrary to the Town's assertions, the court order did not require the Town to compile data into a format that the Association specifically requested. See Hawkins v. N.H. Dep't of Health and Human Services, 147 N.H. 376, 379 (2001).

While the Right-to-Know Law guarantees "[e]very citizen . . . the right to inspect . . . and to copy" all public records "except as otherwise prohibited by statute," RSA 91-A:4, I (Supp. 2010), it specifically does not "require a public body or agency to compile, cross-reference, or assemble information into a form in which it is not already kept or reported by that body or agency," RSA 91-A:4, VII. In Brent v. Paquette, 132 N.H. 415, 426 (1989), for instance, we held that the Right-to-Know Law "does not require public officials to retrieve and compile into a list random information gathered from numerous documents, if a list of this information does not already exist." The plaintiff in Brent had requested a school superintendent to create a list containing the names of children in the school district, their parent's names, and their addresses. Brent, 132 N.H. at 426. "[A]lthough the children's names, their addresses, and the names of their parents, appear[ed] on registration cards and attendance records, the

requested information ha[d] never been compiled into a single list." Id. We held that because a list of the requested information did not already exist, the school superintendent was not required by the Right-to-Know Law to create one. Id.

In Hawkins, 147 N.H. at 379, we similarly held that the Right-to-Know Law did not require the New Hampshire Department of Health and Human Services (HHS) to create a new document that contained only the information sought by the plaintiff. The plaintiff sought records of dental services provided to New Hampshire Medicaid recipients under the age of twenty-one and of Medicaid reimbursement payments made to their dental healthcare providers from 1993 to 1998. Hawkins, 147 N.H. at 377. We held that HHS could comply with this request by providing the plaintiff with copies of individual Medicaid claims in their original form, which would not entail creating new documents. Id. at 379.

In New Hampshire Civil Liberties Union, 149 N.H. at 439-40, we distinguished Brent and its progeny. In that case, the New Hampshire Civil Liberties Union (NHCLU) sought access to consensual photographs that the Manchester Police Department had taken of people who were stopped by officers, but not arrested. N.H. Civil Liberties Union, 149 N.H. at 438. We held that requiring the police department to provide the NHCLU with some, but not all, of the photographs, as requested, did not entail compiling records into a new format contrary to Brent. Id. at 439-40. We explained, "While the Brent rule shields agencies from having to create a new document in response to a Right-to-Know request, it does not shelter them from having to assemble existing documents in their original form." Id. at 439-40. Thus, we concluded, requiring the police to provide the NHCLU with "a subset of existing public records" was unlike requiring the police to create "a new document that does not already exist." Id. at 440.

The instant case is on all fours with Brent and is distinguishable from New Hampshire Civil Liberties Union. The record reveals that, as the trial court aptly found, thirty-five of the entries in outside counsel's original invoices "suggest[ed] that the billing was for a myriad of subjects." These thirty-five entries represented time expended on multiple cases, not only those for which the Association sought information. When submitting them to the trial court, the Town highlighted the work by outside counsel on the grievance and arbitration matter at issue, but put a question mark next to the time entry because the Town could not discern how much of the time entry was dedicated to the highlighted work. Accordingly, the original invoices did not enable the Town to provide the Association with figures representing the amount of time outside counsel spent on specific tasks for the grievance and arbitration at issue. Nor could the Town, using the original invoices, provide the Association with figures representing the amount of money the Town spent on each task

related to the grievance and arbitration issue. In short, with regard to the thirty-five entries containing information about multiple matters, no document already existed that would provide the Association with the information it sought.

Based upon this record, we conclude that the trial court erred when it required the Town, through outside counsel, to create an entirely new document that would provide the Association with the requested information. While the Association contends that no new document need have been created, creation of a new document was exactly what the trial court order required. The court specifically ordered outside counsel "to the best of her ability" to "approximate how many of the [thirty-five] entries were devoted to the subject matter at issue and forward a revised bill" to the Association. The revised bill was an entirely new document that the court ordered outside counsel to create. For all of the above reasons, therefore, we hold that the trial court erred when it ordered the Town's outside counsel to create a revised invoice.

B. Original Invoices

The Town next asserts that the trial court erred when it ordered the Town to photocopy the thirty-four entries in outside counsel's original invoices, which pertained only to the matter for which the Association sought information. The Town contends that the narrative descriptions of the work outside counsel performed were "confidential" within the meaning of RSA 91-A:5, IV (2001), and, therefore, exempt from disclosure, because they were subject to the attorney-client evidentiary privilege.

The Right-to-Know Law specifically exempts from disclosure "[r]ecords pertaining to . . . confidential . . . information." RSA 91-A:5, IV. The determination of whether information is confidential for purposes of our Right-to-Know Law is assessed objectively, not based upon the subjective expectations of the party generating that information. Goode v. N.H. Legislative Budget Assistant, 148 N.H. 551, 554 (2002). Even if records are deemed confidential, however, they are not per se exempt from disclosure. Id. "Rather, to determine whether records are exempt as confidential, the benefits of disclosure to the public must be weighed against the benefits of non-disclosure to the government." Id. (quotation and brackets omitted). To show that information is sufficiently confidential to justify nondisclosure, the party resisting disclosure must prove that disclosure is likely to: (1) impair the information holder's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained. Id. This test emphasizes the potential harm that will result from disclosure, rather than simply promises of confidentiality, or whether the information has customarily been regarded as confidential. Id.

at 554-55. The burden of proving whether information is confidential rests with the party seeking nondisclosure. Id. at 555.

In this case, the trial court did not engage in the balancing test described above because it concluded that the Town failed to meet its burden of proving that the narrative descriptions were subject to the attorney-client privilege. We hold that the trial court did not err in this regard.

"The common law rule that confidential communications between a client and an attorney are privileged and protected from inquiry is recognized and enforced in this jurisdiction." Riddle Spring Realty Co. v. State, 107 N.H. 271, 273 (1966) (quotation omitted). The classic explication of the privilege is: "Where legal advice . . . is sought from a professional legal adviser in his capacity as such, the communications relating to that purpose, made in confidence by the client, are at his instance permanently protected from disclosure . . . unless the protection is waived by the client or his legal representatives." Id.; see City Pages v. State, 655 N.W.2d 839, 844 n.5 (Minn. Ct. App. 2003). New Hampshire Rule of Evidence 502 essentially codifies the common law attorney-client privilege.

The Town argues that detailed descriptive billing entries are per se privileged from disclosure under the attorney-client privilege. Although this is an issue of first impression in New Hampshire, courts in many other jurisdictions have rejected such a per se rule. See, e.g., Cypress Media v. City of Overland, 997 P.2d 681, 693 (Kan. 2000) (affirming trial court's ruling that all narrative statements in attorney fee statements are not per se privileged); City Pages, 655 N.W.2d at 845 (holding that billing records "are not protected in their entirety" by the attorney-client privilege); State v. Cherry, 541 S.E.2d 205, 208 (N.C. Ct. App. 2000) ("Billing records do not automatically fall under the attorney-client privilege . . . ."). As other courts have explained, "[t]ypically, the attorney-client privilege does not extend to billing records," Chaudhry v. Gallerizzo, 174 F.3d 394, 402 (4th Cir. 1999), because such records "ordinarily reveal[ ] no confidential professional communications between attorney and client," Maxima v. 6933 Arlington Dev., 641 A.2d 977, 984 (Md. Ct. Spec. App. 1994) (quotation omitted).

Courts generally agree that billing statements that provide only general descriptions of the nature of the services performed and do not reveal the subject of confidential communications with any specificity are not privileged. Cypress Media, Inc., 997 P.2d at 691; see also Clarke v. American Commerce Nat. Bank, 974 F.2d 127, 129 (9th Cir. 1992) ("[T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege."); Colonial Gas Co. v. Aetna Cas. & Sur. Co., 144 F.R.D. 600, 607 (D. Mass. 1992) ("Documents regarding the

payment of fees, billing and time expended are generally subject to discovery."); Tipton v. Barton, 747 S.W.2d 325, 332 (Mo. Ct. App. 1988) (billing statements that merely identified attorney's preparation of pleadings, phone calls, meetings and discussions without detailed entries that advised, analyzed or discussed privileged communications were not privileged). Based upon the above authority, we decline the Town's invitation to adopt a per se rule that all descriptive narratives in attorney invoices to clients are subject to the attorney-client privilege.

We hold, however, that the attorney-client privilege may apply to information in a billing record that reveals "the motive of the client in seeking representation, litigation strategy, or the specific nature of the services provided, such as researching particular areas of law." Clarke, 974 F.2d at 129; see Chaudhry, 174 F.3d at 402; In re Gibco, Inc., 185 F.R.D. 296, 299 (D. Colo. 1997); Maxima, 641 A.2d at 984; Hewes v. Langston, 853 So. 2d 1237, 1248-49 (Miss. 2003) (billing statements that provided "an hour-by-hour rendition of the work performed for a client," including identifying, by name, the people with whom the attorney talked, the topics they discussed, the subjects the attorney researched and the papers he reviewed "necessarily reveal[ed] strategies, confidential communications, and the thought processes behind the representation" and were privileged from disclosure).

In the context of the Right-to-Know Law, the party seeking nondisclosure of attorney billing statements because of the attorney-client privilege bears the burden of proof. See Goode, 148 N.H. at 555. "A blanket assertion is generally extremely disfavored, and ordinarily the privilege must be raised as to each record so that the court can rule with specificity." Maxima, 641 A.2d at 984 (quotation omitted); see Cypress Media, 997 P.2d at 693 (parties claiming that narrative statements in attorney fee statements are privileged must show application of privilege to particular narrative statements). In this case, the Town did not specifically identify to the trial court the narratives it claimed were privileged, but rather urged the court to find that all of the narratives were privileged. In light of our ruling, we hold that the trial court did not err by rejecting this request.

Affirmed in part; and reversed in part.

DUGGAN, HICKS and LYNN, JJ., concurred.