

LONDONDERRY TOWN MANAGER'S EMPLOYMENT AGREEMENT

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

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

WHEREAS Mulholland desires to be employed as Londonderry Town Manager;

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

1. Term of Employment.

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

2. Duties.

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

3. Salary and Benefits.

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

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

- b. **Relocation.** The Town agrees to provide Mulholland with relocation assistance in the amount of up to Ten Thousand Dollars (\$10,000) to help cover the expenses incurred as a result of his relocation to the area. This relocation assistance will be paid as a reimbursement for eligible relocation expenses, subject to the terms and conditions outlined below:
- i. **Gross-Up for Taxes:** The amount of the relocation reimbursement will be grossed up to offset any applicable taxes, so that Mulholland will receive the full \$10,000 in net reimbursement after tax withholding. The gross-up amount will be determined by the Town based on the applicable tax rates at the time of payment.
 - ii. **Eligible Expenses:** Eligible expenses for reimbursement include, but are not limited to, moving services, temporary housing, travel costs, and any other reasonable expenses directly related to the relocation. Mulholland is required to submit detailed receipts and documentation to substantiate these expenses.
 - iii. **Submission of Receipts:** Mulholland must provide itemized receipts or other appropriate proof of payment for all expenses being submitted for reimbursement. These receipts must be submitted to the Finance Department within ninety (90) days of Mulholland's move-in date. Any expenses without appropriate documentation may not be eligible for reimbursement.
 - iv. **Non-Eligible Expenses:** Personal, non-relocation-related expenses, such as family member travel, entertainment, or other non-necessary costs, will not be eligible for reimbursement.
 - v. **Repayment Obligation:** If Mulholland voluntarily terminates his employment with the Town within twelve (12) months of receiving the relocation reimbursement, he agrees to repay the full amount of the relocation assistance provided (grossed-up amount) to the Town.
 - vi. This relocation assistance is subject to all applicable laws, tax regulations, and Town policies, and is provided at the discretion of the Town.
- c. **Insurance.** Mulholland shall be entitled to receive the following insurance coverage:
- i. The same health and dental insurance options available to the members of the Londonderry Executive Employees Association (LEEA) pursuant to the then-current LEEA collective bargaining agreement.
 - ii. In any year of this Agreement that Mulholland, during the open enrollment period or during any time during the benefit Plan Year as allowed by IRS guidelines, declines health insurance as described in (i) of this section 3c for the Town's succeeding fiscal year, the Town will pay Mulholland the same amount available to the members of the Londonderry Executive Employees

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

- iii. Life insurance in the amount of \$100,000, with benefits for accidental death and dismemberment equal to a maximum of \$100,000, at no cost to Mulholland.
 - iv. Short-term disability insurance covering non-work-related accidents and illness to commence after the 15-day waiting period has been satisfied with a maximum benefit period of twenty-six (26) weeks at sixty-six and two-thirds percent (66 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

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

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

4. Termination.

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

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

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

5. Ethical Commitments

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

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

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

6. Evaluation.

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

7. Disability.

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

8. Exclusive Employment and Hours of Work.

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

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

9. Personnel Policy Not to Apply.

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

10. Indemnification.

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


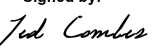
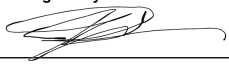

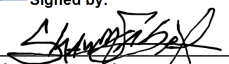
14. Jurisdiction and Venue.

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

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

SIGNATURES:

Town of Londonderry:

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|---|---------------------------|----------|
| Signed by: | | 3/6/2025 |
|  | _____ | _____ |
| 55B8B1554FE924F0 | Chad Franz, Chairman | Date |
| Signed by: | | 3/6/2025 |
|  | _____ | _____ |
| 65374911092467 | Ted Combes, Vice-Chairman | Date |
| Signed by: | | 3/7/2025 |
|  | _____ | _____ |
| 7796A574080944C | John Parrell, Councilor | Date |
| Signed by: | | 3/6/2025 |
|  | _____ | _____ |
| 6E7058394EE14E4 | Ron Dunn, Councilor | Date |
| Signed by: | | 3/6/2025 |
|  | _____ | _____ |
| 4111F4B6C9 | Shawn Faber, Councilor | Date |

Shaun Mulholland:

| | | |
|--|------------------|----------|
| Signed by: | | 3/7/2025 |
|  | _____ | _____ |
| 40093F1D075409 | Shaun Mulholland | Date |