

**EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF UPTON
AND
DENNIS WESTGATE
ACTING TOWN MANAGER**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered this 30th day of August 2025 by and between the Town of Upton, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Select Board, hereinafter called the "Board", and Dennis Westgate hereinafter called the "Interim Town Manager", as follows:

Whereas the Select Board desires to appoint Dennis Westgate to serve as Interim Town Manager of the Town of Upton on a periodic basis in the absence of the Town Manager; and, in addition to his current position as Director of Public Works, and,

Whereas the Board, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, may contract with Dennis Westgate regarding his conditions of employment; and

Whereas Dennis Westgate has agreed to accept the appointment as Interim Town Manager of said Town, in addition to his current employment as Director of Public Works.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Duties

- 1.1 The Town hereby agrees to increase compensation for additional duties and responsibilities as Interim Town Manager of the Town of Upton. The Interim Town Manager shall perform the functions and duties specified in Massachusetts General Laws, and such other duties and functions as the Board may from time to time legally assign to him.
- 1.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to rescind the appointment of Interim Town Manager.

Section 2. Term

- 2.1 This Agreement shall be in force and effect from August 30, 2025, through December 31, 2025, and may be terminated before that date by either party upon fifteen days written notice or extended after that date by mutual agreement. The Acting Town Manager shall file a resignation with the Upton Town Clerk in the event of his resignation of the position.

Section 3. Salary

- 3.1 The Town agrees to pay the Interim Town Manager for services under this Agreement. \$1,625.00 (One Thousand, Six Hundred, Twenty-Five Dollars) per week. The Interim Town Manager is expected to provide an average of (20) hours per week to the position. Salary shall be payable in regular installments as is currently paid to the Director of Public Works. The parties agree that time and hours of work may vary. It is recognized that the Town Manager must devote a great deal of time outside of the normal office hours to the business of the Town and that is included in this amount. For purpose of the Fair Labor Standards Act the Interim Town Manager is an exempt employee.

Section 4. Benefits

- 4.1 The Town shall not provide any additional benefits other than what is already provided to the Director of Public Works.

Section 5. Professional Development

- 5.1 The Town shall pay the Interim Town Manager's registration, travel, and subsistence expenses for educational courses, institutes and seminars that are necessary for the good of the town, and approved by the Select Board in advance, subject to budget limitations.

Section 6. Expenses

- 6.1 The Interim Town Manager shall be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events.
- 6.2 The Interim Town Manager's duties require that they be on duty and available 24 hours a day. The Town vehicle currently used by the Director of Public Works will also serve as the Interim Town Manager's Vehicle for all work-related responsibilities.
- 6.3 If the Interim Town Manager leaves the employment of the Town and serves as a witness, he shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment from the town.

Section 7. Indemnification

- 7.1 The Town shall defend, save harmless and indemnify the Interim Town Manager against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the

performance of his/her duties as Interim Town Manager, even if said claim is brought/filed following his/her termination from employment, provided that at the time of the alleged act or omission the Interim Town Manager was then acting within the scope of his duties. Under these circumstances only, the Town (and/or its insurer) shall pay the amount of any settlement or judgment rendered thereon, and further, the Town (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Interim Town Manager.

- 7.2 In connection with those claims or suits involving the Interim Town Manager in his professional capacity and covered under Section 1 above, the Town, at its sole option, shall either retain and pay for an attorney to represent the Interim Town Manager (including all fees and costs) or reimburse the Interim Town Manager for any attorneys' fees and costs incurred by the acting Town Manager or in connection with same, providing the Interim Town Manager submits proper invoices and evidence of payment of same.

- 7.3 This Section shall survive the termination of this Agreement.

Section 8. General Provisions

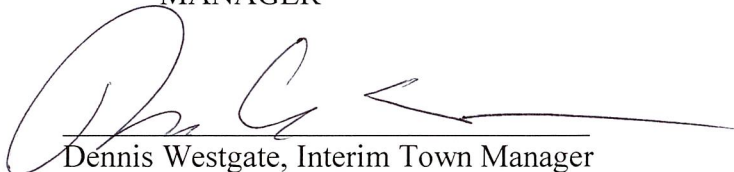
- 8.1 If any provision, or any portion thereof, contained in this Agreement, is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 8.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Interim Town Manager.

IN WITNESS WHEREOF, the Town of Upton, Massachusetts has caused this Agreement to be signed and executed in its behalf by its Select Board, and duly attested by its Town Clerk, and the Interim Town Manager has signed and executed this Agreement, both in duplicate. The first day and year written above.

FOR THE TOWN

FOR THE INTERIM TOWN
MANAGER

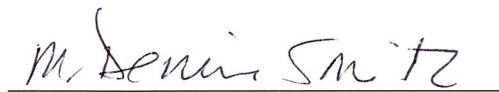

Laura Hebb, Chair


Dennis Westgate, Interim Town Manager


Brett A. Simas


Maureen Dwinell

ATTEST: A true copy.


Denise Smith, Town Clerk

Town of Upton
Commonwealth of Massachusetts

Date: 9/5/2025

(TOWN SEAL)