



## City of Melrose Legal & Legislative Committee

Thursday, September 3, 2026, 7:45 PM  
City Council Chamber, 1st Floor  
562 Main Street, Melrose, MA 02176

### AGENDA

#### NOTE:

To watch this meeting live visit [mmtv3.org](http://mmtv3.org) or local cable station MMTV (Channels 3, 15, 22 on Comcast or Channels 37, 38, 39 on Verizon)

Some Board and Commission meetings meet via zoom. Information on how to enable closed captioning for online commission meetings can be found by clicking [here](#).

#### I. CALL TO ORDER

|                         |                              |
|-------------------------|------------------------------|
| Manjula Karamcheti      | Vice Chair                   |
| Cal Finocchiaro         |                              |
| Maya Jamaledine         |                              |
| Kimberly Vandiver       |                              |
| William Bradley Freeman | President, Ex Officio Member |
| Elizabeth Kowal         | Chair                        |

#### II. MINUTES APPROVAL

A. Legal & Legislative Committee Meeting August 10, 2026 7:10 PM

#### III. PUBLIC COMMENT

When: Sep 3, 2026 07:45 PM Eastern Time (US and Canada)  
Topic: Legal & Legislative Committee Meeting

Join from PC, Mac, iPad, or Android:  
<https://cityofmelrose-org.zoom.us/j/97144838666?pwd=lyhGQBOfjvHz9d8GFBnG4JgKfLwLFt.1>  
Passcode: 758278  
Webinar ID: 971 4483 8666

#### IV. ORDERS

A. **(ID # 2026-1630):** Renewal of the Intermunicipal Agreement for Shared Health Department services among the City of Melrose, the Town of Wakefield and the Town Of Stoneham for three years.

#### V. ADJOURNMENT

The City of Melrose does not discriminate based on disability and is committed to hosting accessible meetings and events. Individuals with disabilities who need auxiliary aids and

services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures, in order to access the programs and activities of the City of Melrose or to attend meetings, should contact the City's ADA Coordinator, Polina Latta [platta@cityofmelrose.org](mailto:platta@cityofmelrose.org).



## CITY OF MELROSE

## HEALTH DEPARTMENT

### Board of Health

Frank Brincheiro, MD  
Lillian Kelly R.N.  
Dawn Jacobs R.N., MPH

### Health Director

Anthony Chui, MPH

City Hall, 562 Main Street  
Melrose, Massachusetts 02176  
Telephone - (781)979-4130  
[health@cityofmelrose.org](mailto:health@cityofmelrose.org)

To: Melrose City Council  
From: Anthony Chui, Health Director  
Date: August 10, 2026  
Subject: Renewal of the Intermunicipal Agreement for Shared Health Department Services

I am writing to respectfully request that the City Council authorize renewal of the Intermunicipal Agreement (IMA) that establishes our shared Health Department with the Towns of Stoneham and Wakefield for an additional three-year term.

Since its adoption in January 2023, this partnership has demonstrated success. By sharing staff capacity, expertise, and programmatic resources, Melrose, Wakefield, and Stoneham have met all minimum statutory public health requirements while strengthening our ability to respond to environmental health needs, community health trends, and emerging public health challenges. The regional model has also proven to be fiscally responsible, enabling all three communities to leverage grant funding and shared infrastructure more effectively. This includes expanded capacity for health inspections, community wellness initiatives, nursing services, prevention programming, and data analysis, all of which align with state public health goals.

In addition to regulatory and fiscal benefits, the partnership has strengthened our response to shared challenges around community health issues such as chronic disease, substance use, mental health concerns, and social determinants of health. Renewing the IMA will allow us to maintain continuity, retain skilled staff, and continue building on the strong framework already in place.

I respectfully request the Council's support in renewing the agreement for another three-year term so that Melrose may continue benefiting from this regional model.

Sincerely,

Anthony Chui  
Regional Health and Human Services Director  
[achui@cityofmelrose.org](mailto:achui@cityofmelrose.org)  
(781) 979-4130

## AGREEMENT

This Intermunicipal Agreement dated as of this **1<sup>st</sup> day of July, 2026**, (this "Agreement") between the City of Melrose, a Massachusetts municipal corporation having a usual place of business at 562 Main Street, Melrose, Massachusetts 02176, acting by and through its Mayor, the Honorable Jennifer Grigoraitis, the Town of Wakefield, a Massachusetts municipal corporation having a usual place of business at the William J. Lee Memorial Town Hall, One Lafayette Street, Wakefield, Massachusetts 01880, acting by and through its Town Council ("Wakefield"), and the Town of Stoneham, a Massachusetts municipal corporation having a usual place of business at 35 Central Street, Stoneham, Massachusetts 02180, acting by and through its Select Board ("Stoneham").

### WITNESSETH THAT:

WHEREAS, Melrose, Stoneham, and Wakefield desire to share the services, costs and efficiencies of a common Health and Human Services Department; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, s 4A;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. Common Health and Human Services Department. During the Term of this Agreement, Melrose, Stoneham, and Wakefield shall share certain services provided by and the costs associated with a Common Health and Human Services Department as identified below. Notwithstanding any other provision of this Agreement to the contrary, Melrose, Stoneham, and Wakefield shall maintain separate Boards of Health, which shall be vested with the authority for setting health policy within their respective communities and municipal limits.
2. Term. The term of this Agreement shall commence on July 1, 2026, and shall expire on June 30, 2029, unless earlier terminated as set forth herein. On or before January 31, 2029, the Parties shall review this relationship and jointly agree on whether the Agreement will be extended and on what terms beyond June 30, 2029.
3. Identity of Health and Human Services Department Director and Shared Staff. Subject to appropriation, the parties shall share the services and costs of the incumbent Director of the Health and Human Services Department of Melrose, Anthony Chui, MPH, or a successor hired through the standard personnel practices of Melrose, and of certain Health and Human Services Department staff in Melrose, all of whom, together with their respective annual compensation amounts, are identified in Exhibit A. Melrose may, from time to time, adjust such personnel and compensation amounts, provided that in each instance Melrose shall promptly notify Stoneham and Wakefield by delivery of revised copies of Exhibit A. As each iteration of Exhibit A is replaced by its successor, the latest such iteration shall be substituted for it as an attachment to this Agreement.
4. Compensation. Melrose shall pay the Health and Human Services Department Director and staff pursuant to this Agreement and in accordance with the terms set forth in Exhibit A hereto, as the same may be revised from time to time. Each party to this Agreement is free to

employ additional staff at such municipality's sole expense. Stoneham and Wakefield shall contribute their respective share of the Melrose Health and Human Services Department costs by paying to Melrose a variable sum, as required by the terms and conditions of this Agreement and as set forth on Exhibit A hereto and as may be amended from time to time, per fiscal quarter during the Term, each payment to be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1). Melrose shall adjust the compensation it pays the Health and Human Services Department Director and shared staff as it may be required to do in accordance with any collective bargaining agreement and standard personnel practices which impact upon the Health and Human Services Department Staff, both managerial and labor, and shall give prompt written notice to Stoneham and Wakefield of any such adjustment. Stoneham and Wakefield shall adjust its quarterly payments accordingly. In the event that any collective bargaining agreement requires Melrose to make a lump sum payment to any member of the Health and Human Services Department Director and staff reflecting a retroactive salary increase during the Term, Melrose shall promptly give written notice thereof to Stoneham and Wakefield, and Stoneham and Wakefield shall, within sixty (60) days thereafter, pay Melrose their requisite contribution to shared staff salary to the extent that the retroactive pay period includes any part of the Term hereof. For Fiscal Year 2027, the compensation paid by Stoneham and Wakefield to Melrose shall be in accordance with Exhibit A attached hereto.

5. Other Collective Bargaining Agreement Benefits. Melrose shall provide the Health and Human Services Department Director and shared staff with all benefits to which they are entitled under standard personnel practices and their collective bargaining agreement. All parties agree to allow the Health and Human Services Department Director and shared staff to enjoy such vacation, sick days, personal days, and other leave as they may be entitled to receive under such agreement and under any applicable legislation. No party shall make any demand on the Health and Human Services Department Director and shared staff or take any action with respect to a member of the Health and Human Services Department Staff that is in violation of their rights under standard personnel practices or their collective bargaining agreement or under any applicable legislation.

6. Retirement, Workers Compensation, Unemployment Insurance, Health, and Life Insurance Benefits. The Health and Human Services Department and shared staff will remain members of the Melrose Contributory Retirement System. Upon their retirement, Stoneham and Wakefield will be assessed a share of the cost of pension plans reflecting any concurrent time an employee spent working for Stoneham and Wakefield hereunder pursuant to applicable Massachusetts General Laws. At the end of each fiscal year, Stoneham and Wakefield shall reimburse Melrose for its workers' compensation and unemployment insurance costs associated with the employment of the Health and Human Services Department Director and shared staff, such reimbursement to be equal to the product of Stoneham's and Wakefield's contribution to the Health and Human Services Department Director and shared staff's salaries during such year multiplied by the rate paid by Melrose for workers' compensation insurance and unemployment insurance for the Health and Human Services Department Director and shared staff for such year. Stoneham and Wakefield shall also reimburse Melrose for its health and life insurance costs associated with the Health and Human Services Department Director and shared staff, said reimbursement to be equal to the proportion of Stoneham's and Wakefield's contribution to the Health and Human Services Department Director and shared staff salaries.

7. Duties. The Health and Human Services Department Director and shared staff shall perform the duties of the Health Department as required by the respective local laws of Melrose, Stoneham, and Wakefield. Each party shall provide the Health and Human Services Department Director and shared staff with office space and office equipment for work within the respective communities. The Health and Human Services Department Director and shared staff shall work primarily in the office space provided by Melrose and shall maintain regular, public office hours in Stoneham and Wakefield.

8. Car. Melrose shall reimburse the Health and Human Services Department Director and shared staff for any mileage used during the performance of duties in Melrose, Stoneham, and Wakefield. However, as part of the quarterly payment as set forth in Paragraph 4 above, Stoneham and Wakefield shall pay Melrose for those miles incurred for any services performed by the Health and Human Services Department Director and shared staff on behalf of Stoneham and Wakefield. All mileage reimbursement shall be paid at the rate then governing in Melrose.

9. Indemnification. Notwithstanding the final sentence of G.L. c. 40, s 4A, Stoneham and Wakefield shall indemnify and hold harmless Melrose and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Health and Human Services Department Director and shared staff of their duties in or for Stoneham and Wakefield including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Health and Human Services Department Staff while in or performing services for Stoneham and Wakefield. Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorney's fees, expert witness fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) Stoneham and Wakefield shall have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to Melrose and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought, (b) the Indemnities shall cooperate with Stoneham and Wakefield in all reasonable respects in connection with such defense, and (c) Stoneham and Wakefield shall not be responsible to pay any judgment, award or settlement to the extent occasioned by the negligence or intentional misconduct of any of the Indemnities other than the Health and Human Services Department Staff.

10. Termination. This Agreement may be terminated by any party for any reason or no reason with sixty (60) days written notice to the other. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall negotiate in good faith to equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

11. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to

any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment. This Agreement may be amended only by a writing signed by all parties duly authorized thereto.

15. Governing Law. This Agreement shall be construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof.

16. Headings. The paragraph headings herein are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

17. Notices. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of and hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

a. To Melrose. Any notice to Melrose hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

The Honorable Mayor  
Melrose City Hall  
562 Main Street  
Melrose, Massachusetts 02176

or to such other address(es) as Melrose may designate in writing to Stoneham and Wakefield.

b. To Wakefield. Any notice to Wakefield hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

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Town Administrator  
William J. Lee Memorial Town Hall  
One Lafayette Street  
Wakefield, Massachusetts 01880

or to such other address(es) as Wakefield may designate in writing to Melrose and Stoneham.

c. To Stoneham. Any notice to Stoneham hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

\_\_\_\_\_  
Town Administrator  
Stoneham Town Hall  
35 Central Street  
Stoneham, MA 02180

or to such other address(es) as Stoneham may designate in writing to Melrose and Wakefield.

18. Complete Agreement. This Agreement constitutes the entire agreement among the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written\ presentations set forth herein.

19. Financial Safeguards. The Health and Human Services Department Director and shared staff shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Melrose shall maintain accurate and comprehensive records of all costs incurred by or on account of the Health and Human Services Department, and all reimbursements and contributions received from Stoneham and Wakefield. On an annual basis, the parties' financial officers shall jointly review the accounts of the Health and Human Services Department Director and shared staff for accounting consistency and reliability.

WITNESS OUR HANDS AND SEALS as of the first date written above.

CITY OF MELROSE  
By its Mayor

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TOWN OF WAKEFIELD  
By its Town Council

Douglas S. Butler

John F. Carney



Stacey Constan

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John Crisley

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BT Sp

Atwall

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TOWN OF STONEHAM



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