



BERLIN MAYOR AND COUNCIL
Meeting Agenda

Berlin Town Hall
10 William Street
Monday, September 25, 2017

6:30 PM EXECUTIVE SESSION – Conference Room

- a. Pursuant to Section §3-305(b)(7) – To consult with counsel to obtain legal advice on a legal matter.

7:00 PM REGULAR SESSION – Council Chambers

1. Approval of the Minutes for:
 - a. Executive Session of 09/11/17
 - b. Statement of Closure for Executive Session of 09/11/17
 - c. Regular Session of 09/11/17
2. Motion 2017-31: Approving the Water and Sewer Use and Allocation Agreement (36 EDU's) for Ocean's East– Blair Rinnier
3. Motion 2017-29: Approving the Salt and Aggregate Utilization Agreement with State Highway Administration (SHA) for a period of three years – Town Administrator Laura Allen
4. Regulation of Tattoo Establishments – Town Administrator Laura Allen
 - a. Motion 2017-30: Approving Ordinance 2017-05 as an Emergency Ordinance
 - b. Ordinance 2017-05: An Emergency Ordinance of the Mayor and Council of the Town of Berlin, Maryland establishing the regulation of tattoo establishments in order to protect the public health, safety and welfare of residents in the Town of Berlin
5. Departmental Reports:
 - a. Finance Director – Natalie Saleh
 - b. Administrative Services Director – Mary Bohlen
 - c. Water Resources/Public Works – Jane Kreiter
 - d. Electric – Tim Lawrence
 - e. Chief – Arnold Downing
 - f. Planning – Dave Engelhart
 - g. Economic and Community Development – Ivy Wells
 - h. Managing Director – Jeff Fleetwood
6. Town Administrator's Report
7. Comments from the Mayor

8. Comments from the Council
9. Comments from the Public
10. Comments from the Press
11. Adjournment

Anyone having questions about the meetings mentioned above or needing special accommodations should contact Laura Allen, Town Administrator at (410) 641-4144. Written materials in alternate formats for persons with disabilities are made available upon request.

*TTY users dial 7-1-1 in the State of Maryland.
TTY users outside Maryland dial 1-800-735-2258*



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, September 11, 2017

7:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers

Present: Mayor Gee Williams, Vice-President Elroy Brittingham, Councilmembers Thom Gulyas, Zackery Tyndall, Dean Burrell, and Troy Purnell.

Staff Present: Town Administrator Laura Allen, Managing Director Jeff Fleetwood, Administrative Services Director Mary Bohlen, Finance Director Natalie Saleh, Water Resources/Public Works Director Jane Kreiter, Police Lieutenant Robert Fisher, Electric Utility Director Tim Lawrence, Planning Director Dave Engelhart, Economic and Community Development Director Ivy Wells, Town Attorney David Gaskill, and Administrative Assistant Kelsey Jensen.

Mayor Williams announced that the audio system is not functioning and asked that anyone who speaks tonight speaks loud and clear. Following the Lord’s Prayer and Pledge of Allegiance, Mayor Williams called the meeting to order at approximately 7:20 PM.

1. Approval of the Minutes for:

a. Executive Session of 08/28/17:

On the motion of Councilmember Purnell, the Executive Session minutes of August 28, 2017 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas			X		
Zackery Tyndall	X				
<i>Voting Tally</i>	4		1		

b. Statement of Closure for Executive Session of 08/28/17:

Mayor Williams read the Statement of Closure.

c. Regular Session of 08/28/17:

Councilmember Burrell noted a change on page three, section 6a, he said the number for Snow Hill’s ShoreUp office is 410-632-3624, not 410-641-3624.

On the motion of Councilmember Burrell, the Regular Session Minutes of August 28, 2017 with the corrections noted were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas			X		
Zackery Tyndall	X				
<i>Voting Tally</i>	4		1		

2. **Presentation: Interpretive Plan for Berlin Falls Park – Dave Wilson and Jim Rapp**
 Dave Wilson and Jim Rapp with Conservation Community Consulting, LLC, presented the Berlin Falls Interpretive Plan. Mr. Rapp mentioned that there have been about 180 species of birds identified at Berlin Falls Park. Councilmember Tyndall asked Mr. Rapp if he had any statistics on how many people travel to see wildlife; Mr. Rapp said that the U.S. Fish and Wildlife Service put out an article recently and he will forward the numbers to the Council as soon as he can, but he thinks it was around 87 million Americans. Councilmember Purnell stated that he thinks they did a great job with the plan and it is what he pictured. Mayor Williams stated that the numbers look achievable and not daunting. He thinks this document will be very helpful to staff and the Mayor and Council as they begin the process at the park. Mayor Williams also mentioned that he looks forward to working together and he thinks there is a lot of enthusiasm on getting things going.

3. **Resolution 2017-07: Approving the application and receipt of financing for a Community Legacy Grant Application – Economic and Community Development Director Ivy Wells**
 Economic and Community Development Director Ivy Wells explained the resolution. Mayor Williams asked how the grants have worked in the past. Ms. Wells stated that in the last two years there have been 20 grants that have been equal to approximately \$100,000, towards facades, but the businesses probably spent five times the amount they were granted.

On the motion of Councilmember Tyndall, Resolution 2017-07 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

4. **Motion 2017-28: Approving the American Public Power Association (APPA) Mutual Aid Agreement – Town Administrator Laura Allen**
 Town Administrator Laura Allen explained the Mutual Aid Agreement and that approving it would allow us to ask for help or give help to other members of the American Public Power Association (APPA). She explained that Florida may need our help from the aftermath of Hurricane Irma, and this would allow us to help them. Electric Director Tim Lawrence stated that he was contacted about helping in Florida last week. Ms. Allen stated that they are still not sure if they need the help, but Mr. Lawrence said he would be able to spare three people if needed. Ms. Allen said the town receiving the help would reimburse all costs. Mayor Williams asked if we know how long they would need our help, Ms. Allen said maybe 10 days. Councilmember Tyndall asked if we need help while three staff members are out can we contact Choptank; Ms. Allen said we have a mutual aid agreement with Choptank too that works both ways for assistance, but we also will keep an eye on the weather and not send anyone if we foresee any issues here; Mayor Williams added that the agreement with Choptank has been in place for years.

On the motion of Vice President Brittingham, Motion 2017-28 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		

Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

Ms. Allen stated that she will keep everyone posted as far as if our assistance is needed in Florida.

5. Departmental Reports:

a. Finance Director – Natalie Saleh

Ms. Saleh stated that PKS is here this week doing the FY2017 audit. Councilmember Burrell asked if Tyler has made it easier; she said it has, and if there is an issue the customer service is great.

b. Administrative Services Director – Mary Bohlen

Ms. Bohlen had nothing to report.

c. Water Resources/Public Works Director – Jane Kreiter

Ms. Kreiter gave an update on the William Street Culvert Project, she stated that the headwalls were placed on Friday, they had to do some moving because the culvert will be sitting on top of the sewer line. She stated that they had questions about a pedestrian walk path, they had to move the walk path during the construction, and it will move as they continue the project. Ms. Allen stated that she has received positive feedback with the walk path during construction, so with future projects, we will make sure we have a walk path. Councilmember Tyndall asked what will be on top of the sewer line and will it cause issues; Ms. Kreiter stated that the stormwater conveyance (the culvert) will be on top, and they will encase the sewer pipe in concrete so it can hold the weight.

d. Electric Utility Director – Tim Lawrence

Mr. Lawrence reported that the Police Department has been energized and tested and they removed the temporary construction service. At Dueling Lane and Schooner Lane they have installed the switch and will soon be undergrounding the overhead wires. They trimmed trees at the West and Main Street parking lot. At Kenwood Court, they had a scheduled outage to replace a transformer. At 321 Walnut Hill, they will be installing new electric service. In regards to the American Public Power Association (APPA) Mutual Aid Agreement, they will reach out tomorrow to see if their help is needed. Mayor Williams asked for him to let us know as soon as possible and then we should get it posted to the website and notify the public. Councilmember Burrell asked if flooding will cause an issue to the underground wires; Mr. Lawrence said only if the water is high enough to reach switches, the wiring itself is made to withstand water, but if it effects the equipment then there are issues.

e. Police Lieutenant – Robert Fisher

Lieutenant Fisher had nothing to report.

f. Planning and Zoning Director – David Engelhart

Mr. Engelhart reported that they are waiting on signatures on the bikeways grant and then they will get things moving. He and Permits Coordinator Carolyn Duffy will be graduating from the Academy of Excellence on September 24, 2017 in College Park.

g. Economic and Community Development Director – Ivy Wells

Ms. Wells reported that Small Town Throw Down was a huge success and John Fager would like to do it again next year. Mayor Williams asked if Mr. Fager was pleased with the outcome of the

event; Ms. Wells said she hasn't spoken with him since the event ended, but the day of he was happy. Ms. Wells stated that everyone who had an event last year has re-submitted their event paperwork by September 1, 2017. Mayor Williams asked what the next step is; Ms. Allen stated that she and Ms. Wells will meet to discuss the events and some of those will be approved at staff level and others will come to the Council after they meet. Ms. Wells stated that a butcher is looking at the old butcher shop for their new location. A new hair salon will be opening next to ACE printing. Brian Russo will be playing at the lunchtime concert this month. Christmas Parade letters went out today to the same 85 participants as last year, if they do not participate this year there is a waiting list and she will reach out to someone else.

h. Managing Director – Jeffrey Fleetwood
Mr. Fleetwood had nothing to report.

11. Town Administrator's Report – Laura Allen

Ms. Allen presented Requisition 201800508 in the amount of \$10,225.60 tree trimming from route 113 to route 346. Mayor Williams asked how many trees this would encompass; Mr. Lawrence estimates about 50-70 trees.

On the motion of Councilmember Burrell, Requisition 201800508 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

Ms. Allen presented Requisition 201800511 in the amount of \$16,853.44 to rebuild four turbos in the number two Mitsubishi engine.

On the motion of Vice President Brittingham, Requisition 201800511 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

12. Comments from the Mayor:

Mayor Williams took a moment to remember former Mayor Rex Hailey who passed away on September 1, 2017 and listed numerous accomplishments he was responsible for in the Town.

13. Comments from the Council:

Councilmember Gulyas had no comments.

Councilmember Tyndall had no comments.

Vice-President Brittingham stated that he worked with Mr. Hailey for 16 years and he was a good friend who will be missed.

Councilmember Burrell commented on his memories with Mr. Hailey.

Councilmember Purnell commented on his memories with Mr. Hailey. Mayor Williams stated that he will be missed and his memorial will be held on Thursday at 11am at St. Paul’s Episcopal Church.

14. Comments from the Audience – none.

15. Comments from the Press – none.

16. Adjournment:

On the motion of Councilmember Burrell, the Mayor and Council meeting was adjourned at approximately 8:15PM.

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

Respectfully Submitted,

Kelsey Jensen
Administrative Assistant



MOTION OF THE MAYOR AND COUNCIL 2017-31

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING 9828 SEAHAWK RD, LLC TO PURCHASE THIRTY-SIX (36) NEW EQUIVALENT DWELLING UNITS.

APPROVED THIS ____ DAY OF _____, 20____ BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

ELROY BRITTINGHAM, SR. VICE PRESIDENT

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR OF THE TOWN OF BERLIN.

WM. GEE WILLIAMS, III, MAYOR

ATTEST: _____
LAURA ALLEN
TOWN ADMINISTRATOR

TOWN OF BERLIN

WATER & SEWER ALLOCATION APPLICATION

The undersigned hereby makes application under the provisions of Ordinance 2009-02 Water and Sewer Allocation for the Town of Berlin. Fill in all applicable blanks.

APPLICANT DATA

Name: 9828 Seahawk Road, LLC
Mailing Address: 218 East Main Street
Salisbury, MD 21801
Telephone: 410-742-8151
Name of Agent/Engineer: Blair Rinnier Phone: 410-742-8151

PROPERTY DATA

Project Name: Ocean's East
Street Address: 9828 Seahawk Road Town: Berlin
Tax Map: 25 Parcel: 91 Lot: _____ Other: _____
Acreage: 20.70 Zoning: R-4 Account No. _____
Current Master Water and Sewerage Plan Designation: W- _____ S- _____
Existing Use: Land
Existing Allocation: sewer: 18,750 gpd water: 18,750 gpd
Zoning: R-4

PROJECT DATA

Description: 9828 Seahawk Road, LLC
Berlin, MD
A 48 Apartment Community
Application is for: sewerage: 36 water: 36
Total EDU's Required: thirty-six (36)
Amount Due: \$ 600,696
Balance Due: \$ 600,696

(Balance of EDU charge must be paid in full prior to the issuance of a Building Permit for structures that are being built.)

WATER AND SEWER USE AND ALLOCATION AGREEMENT (NUMBERS NO LONGER ACCURATE, ACCIDENTLY SAVED OVER PREVIOUS)

Made this 25th day of September, 2017 by and between 9828 Seahawk Road, LLC. hereinafter referred to as "Owner", and the Town of Berlin, hereinafter referred to as "Berlin or "Town of Berlin".

WITNESSETH:

Whereas, the Owner is the owner in fee simple of certain property located in Worcester County, Maryland and known as 9828 Seahawk Road, LLC., Berlin, MD., Tax Map 25, Parcel 92; hereinafter referred to as the "Property"; and

Whereas, the Property consists of an Apartment Community. The Building contains thirty-six (36) units ("Unit"); and

Whereas, Berlin Standards and Specifications require the following:

Whereas, the Property is allocated under policies and procedures of Berlin a Water and Sewer allocation of thirty-six (36) Equivalent Dwelling Unit ("EDU) equal to 9,000 gpd; and

Whereas, the Owner may in the future desire to subdivide the Property, or divide the Property by metes and bounds or by other means for the purpose of sale or otherwise change the permitted uses or intensify or increase a previously permitted use on the Property so as to modify the water and sewer usage attributable to the Property; and

Whereas, this Agreement is not intended and shall not be construed as authorizing any EDU's in addition to the thirty-six (36) EDU(s) allocated to the Property; and

Whereas, this Agreement is intended only to authorize the specific uses so as to assure the Town of Berlin that the use of the Property does not utilize in excess of thirty-six (36) EDU(s), not to exceed 9,000 gpd.

Now, Therefore, in consideration of permission granted by the Town of Berlin to allow Owner or Owner's successors, personal representatives and assigns, a water and sewer allocation from the Town of Berlin equal to thirty-six (36) EDU(s) or 9,000 gpd for the Project, the Owner does hereby covenant and agree for itself, and for all its purchasers, lessees, successors and assigns, to and with the Town of Berlin, as follows:

1. Historical metered flows were determined by the master meter on the Property from 24 months of continuous usage immediately prior to the

approval date of this agreement and these flows were used in the allocation of thirty-six (36) EDU(s) or 9,000 gpd.

2. Owner specifically acknowledges and agrees that any changes to the approved use including any increase to or enhancement of a previously approved use may not be made without the prior express written approval of the Town of Berlin.
3. The Property is only approved for thirty-six (36) EDU(s), Owner is to notify the Town of Berlin for approval of any change in use or ownership. The Owner further agrees and understands that a Zoning Permit shall be required for any change of use.
4. The Town shall monitor water consumption as an indication of actual sewer flow to a non-residential unit or project for a period of twenty-four months following completion of the entire project. If the flow exceeds the established EDU's allocated to the property, the owner of the non-residential unit or project will be assessed additional Special Connection Charges as appropriate, at the rate previously paid by the owner to reflect the additional flow in excess of the previously allocated number of EDU's. Any fractional portion shall be rounded to the next highest whole number. The owner agrees that it is required to purchase additional EDU'S if the actual flow exceeds the established EDU'S allocated to the property, and understands and agrees that the failure to purchase additional EDU'S may result in the termination of water and sewer service to the property at the discretion of the Town of Berlin.
5. Flow projections for the Property shall be calculated by the Town utilizing the flow projections provided in the Guidance Document, titled Wastewater Capacity Management Plans, 2006, published by the State of Maryland Department of the Environment, as amended, ("Guideline") except for medical office use.
6. Effective December 31, 2006, when the proposed use is for medical office space, flow projections for such use shall be calculated by the Town by multiplying the gross square footage of such medical office space times 0.10 to determine the projected flow in gallons per day ("Medical Office Guideline".)
7. Effective February 25, 2008, when the proposed use is for carry-out only, flow projection for such use shall be calculated by the Town by multiplying the gross square footage, to include all seating and food preparation area, including non-public space behind the counter but not a walk in refrigerated space if within the footprint of the building, times 0.5 gpd to determine the projected flow in gallons per day. If seating is planned the numbers of seats are multiplied by 25 gpd and the greater flow of the seating or square foot flow will be used. ("Carry -out Guideline".)
8. The Town shall review each request for a change in use, expansion of the use, or intensification of the use and, within 45 days of submission, calculate the projected flow pursuant to the Guidelines and Medical Office Guideline. Uses, which result in projected or actual flows in excess of the EDU allocated hereunder, shall not be permitted. The Town may extend

the 45-day period provided that it notifies the Owner in writing that it requires additional time to calculate the projected flow.

9. The foregoing covenants shall be deemed to run with and bind the Property and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Enforcement by the Town may include but not be limited to injunctive relief, the application of use surcharges or other fees or any other remedy deemed appropriate by the Town.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the day and year first above written.

ATTEST:

OWNER's Name

_____(Seal)
Type name & title if any

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing agreement to be his/her respective act.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires:

ATTEST:

OWNER's Name

_____(Seal)
Type name & title if any

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing agreement to be his/her respective act.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission expires:

Town of Berlin

ATTEST:

Mayor

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged himself to be the _____ of the Town of Berlin, and that he, as such _____, being authorized so to do, executed the foregoing agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My commission expires:



MOTION OF THE MAYOR AND COUNCIL 2017-29

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN APPROVING THE SALT AND AGGREGATE UTILIZATION AGREEMENT WITH STATE HIGHWAY ADMINISTRATION (SHA) FOR A PERIOD OF THREE YEARS BEGINNING SEPTEMBER 1, 2017 AND ENDING AUGUST 31, 2020.

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING, AND ____ ABSENT.

ELROY BRITTINGHAM, SR. VICE PRESIDENT

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR OF THE TOWN OF BERLIN.

WM. GEE WILLIAMS, III, MAYOR

ATTEST: _____
LAURA ALLEN
TOWN ADMINISTRATOR

SALT AND AGGREGATE UTILIZATION AGREEMENT

by and between

Maryland Department of Transportation
State Highway Administration

and

Town of Berlin, Maryland

This AGREEMENT ("**Agreement**") made as of the 1st day of September 2017, executed in duplicate, by and between the Maryland Department of Transportation State Highway Administration ("**MDOT SHA**") and the TOWN of Berlin, Worcester County, Maryland, a political subdivision of the State of Maryland and a body politic and corporate ("**TOWN**").

WHEREAS, during certain winter snow emergency operations ("**Snow Event**") the TOWN may have a need to obtain additional salt ("**Salt**") and/or stone dust abrasives or aggregate ("**Aggregate**"), to effectively complete their winter snow operations; and

WHEREAS, the TOWN has requested, and MDOT SHA has agreed, to allow the TOWN to obtain Salt and/or Aggregate from MDOT SHA stockpiles during a Snow Event in accordance with the terms and conditions contained herein; and

WHEREAS, the TOWN shall reimburse MDOT SHA for the cost of Salt and/or Aggregate plus other related expenses; and

WHEREAS, MDOT SHA and the TOWN agree that this Agreement will benefit both parties of this Agreement and will promote the safety, health and general welfare of the citizens of the State.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between the MDOT SHA and the TOWN, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. TERM & BUDGET

The Term of this Agreement is for a period of three (3) years beginning the first (1st) day of September 2017 and ending on the thirty first (31st) day of August 2020, both dates inclusive, unless sooner terminated as set forth herein. For budgeting and planning purposes only, during the Term of this Agreement the total cost for: i) Salt shall not exceed Forty-Five Thousand Dollars (\$45,000), and ii) Aggregate shall not exceed zero dollars (\$0). This is an estimate only and the TOWN shall be responsible for actual costs incurred at the time of acquisition.

II. SALT & AGGREGATE COSTS

- A. The cost of Salt, at the time of execution of this Agreement is One Hundred Six Dollars and Seventy-One Cents (\$ 106.71) per ton, which includes the price of the Salt, a Delivery Charge and an Overhead Charge.
- B. The cost of Aggregate, at the time of execution of this Agreement is Zero Dollars (\$0) per ton, which includes the price of the Aggregate, a Delivery Charge and an Overhead Charge.
- C. The Salt and/or Aggregate prices listed herein are subject to awarded contracts by MDOT SHA and shall be adjusted accordingly.
- D. The Delivery Charge includes the cost of fuel and mileage to transport the Salt and/or Aggregate to an MDOT SHA Salt dome. The Overhead Charge is determined by the federally approved Overhead Rate that may be adjusted on October 1st of each year. The current Overhead Rate is eight and two tenths percent (8.2%).
- E. The cost of the Salt and/or Aggregate may be adjusted weekly to account for Delivery Charge variances.

III. ESTABLISHMENT of the SALT and/or AGGREGATE COSTS

MDOT SHA has established a charge number for the TOWN which will be used to document Salt and/or Aggregate withdrawals from MDOT SHA's inventory system. The current charge number for the TOWN is BY297M84.

IV. PROCEDURES

- A. Salt and Aggregate Scheduling
 - 1. MDOT SHA Shop Locations: For purposes of this Agreement, the MDOT SHA shops to be used for Salt and/or Aggregate for the TOWN, as determined by MDOT SHA, are:
Berlin Satellite Shop
 - 2. Prior to a Snow Event: The TOWN will contact Dennis Rodgers, MDOT SHA's Resident Maintenance Engineer (RME), or designee, of the Berlin Satellite Shop at 410-632-0511 to arrange for the TOWN's trucks to be loaded with the Salt and/or Aggregate at the designated location the day before a local forecasted snow if time permits; otherwise MDOT SHA and the TOWN will determine which MDOT SHA salt storage site is appropriate to use to load the Salt and/or Aggregate onto the trucks and MDOT SHA will provide an operator to facilitate the loading of the Salt and/or Aggregate.

3. During the Snow Event: The TOWN will contact the appropriate MDOT SHA Shop nearest to that truck and request to be loaded at an approximate preferred time of arrival. MDOT SHA will then arrange for an operator to meet the TOWN truck at that location as close to the preferred time as possible without negatively affecting MDOT SHA operations. In addition, if a TOWN truck is in the vicinity of a specific dome during a Snow Event and an MDOT SHA operator is present, the TOWN truck may then be topped off, if desired. In situations where the MDOT SHA Snow Event operations are already active when the TOWN operations begin, the TOWN can notify MDOT SHA as far in advance as possible and MDOT SHA will make every effort to provide an operator at all the locations requested in order to begin loading TOWN trucks with Salt and/or Aggregate.
4. Post Snow Event: The TOWN can contact the appropriate MDOT SHA shop to request re-loading after a Snow Event, and MDOT SHA will schedule the re-loading at both parties' convenience.
5. The TOWN shall not return any unused Salt and/or Aggregate to any MDOT SHA shop.

B. Load Records

1. The TOWN shall ensure all vehicles picking up Salt and/or Aggregate on their behalf are identified by a sticker or placard indicating the TOWN's name.
2. Only an MDOT SHA authorized loader operator shall load the TOWN trucks.
3. MDOT SHA shall create a written loading record that must be signed by the TOWN driver. A copy shall be given to the TOWN driver to account for every load of Salt and/or Aggregate that the TOWN receives from MDOT SHA. Each load record shall contain the following information:
 - a. truck number or license tag number,
 - b. the number of scoops/ buckets loaded,
 - c. the number of tons loaded based on the scoops / bucket size value multiplied by the number of scoops /buckets.
 - d. the ratio of Salt and Aggregate (e.g. 70/30, 50/50, etc.) for mixed loads.

V. PAYMENT

- A.** MDOT SHA shall provide a detailed invoice to the TOWN by May 31st of each year for all actual costs incurred by MDOT SHA to provide Salt and/or Aggregate

to the TOWN. The invoice shall be accompanied by normal documentation from MDOT SHA to evidence actual costs incurred.

1. In the event the TOWN receives a mixture of Salt and Aggregate, then such mixture will be noted on each load ticket along with the ratio of Salt to Aggregate; the quantity on such tickets will be multiplied by the mixture ratio and recorded independently as Salt and Aggregate.
- B. Upon request by the TOWN, MDOT SHA may provide information to include the number of buckets and estimated tonnage provided to the TOWN for each date of withdrawal.
- C. The estimated cost of the Salt and/or Aggregate is based on the average amount of Salt and/or Aggregate used during the previous five (5) years at the prevailing rate at the time of execution of this Agreement and will be subject to future adjustments during the Term according to costs for Salt and/or Aggregate for delivery and overhead in effect at that time.
- D. REIMBURSEMENT
1. Reimbursement to MDOT SHA for the SALT during the Term, including MDOT SHA overhead, is estimated to be Forty-Five Thousand Dollars (\$45,000) and is based on estimated quantities from the previous year, however, actual costs and tonnage may vary and the TOWN shall reimburse MDOT SHA for all actual tonnage (which includes the delivery charge) and overhead costs.
 2. Reimbursement to MDOT SHA for the Aggregate during the Term, including MDOT SHA overhead, is estimated to be Zero Dollars (\$0) and is based on estimated quantities from the previous year, however, actual costs and tonnage may vary and the TOWN shall reimburse MDOT SHA for all actual tonnage which includes delivery charge and overhead costs.
- E. In the event of extremely heavy Salt and/or Aggregate usage, MDOT SHA reserves the right to submit progress billings to the TOWN in lieu one annual invoice.
- F. The TOWN shall reimburse MDOT SHA for all costs incurred by MDOT SHA for all supplied Salt and/or Aggregate provided during the winter pursuant to this Agreement within thirty (30) days of receipt of each invoice.
- G. In the event MDOT SHA does not receive payment of invoices within thirty (30) days of the TOWN's receipt of each invoice, MDOT SHA will notify the TOWN of the overdue payment and provide the TOWN the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty (30) days following notification, MDOT SHA will then notify the TOWN in writing, and the parties hereby agree that MDOT SHA may make a deduction from the TOWN's share of Highway User Revenue equal to the overdue invoice amount(s) or MDOT SHA may refer the overdue amount to the Central Collection

Unit, at 300 West Preston Street, Room 500, Baltimore MD 21201-2365 for collection of overdue amount.

VI. GENERAL

- A. MDOT SHA does not supply Brine, a pretreatment salt-based mixture.
- B. MDOT SHA and the TOWN agree to cooperate with each other to accomplish the terms and conditions of this Agreement.
- C. The provisions contained in this Agreement shall be binding upon the parties until the earlier to occur of; (i) three (3) years from the date first written above, (ii) thirty (30) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this Agreement, or (iii) August 31, 2020. However, termination of this Agreement and any Amendments is contingent on all outstanding invoices being paid by the TOWN to MDOT SHA.
- D. The TOWN shall indemnify, hold harmless and defend, at MDOT SHA's option, the State of Maryland, MDOT SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, incurred in connection with the loss of life, personal injury and/or property damage arising from or in connection with the activities performed pursuant to this Agreement by the TOWN or its contractors, agents or assigns.
- E. MDOT SHA shall reserve the right to limit or deny Salt and/or Aggregate to the TOWN in order to avoid jeopardizing MDOT SHA's snow remediation operations.
- F. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and assigns.
- G. This Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- H. The recitals (WHEREAS clauses) at the beginning of this Agreement are incorporated as substantive provisions of this Agreement.
- I. All notices and/or invoices, if to the TOWN, shall be addressed to:

Laura Allen
Town Administrator
10 Williams Street
Berlin, MD 21811
Phone:410-641-4144
Fax:
E-mail: lallen@belinmd.gov

And if to MDOT SHA:

Dennis Rodgers
Resident Maintenance Engineer
Maryland State Highway Administration

Phone: 410-632-0511
Fax: 410-632-0643
E-mail: drodgers@sha.state.md.us

With copies to:

James W Meredith
District Engineer, D-1
State Highway Administration
600 West Road
Salisbury, MD
Phone: 410-677-4006
Fax: 410-543-6598
Email: jmeredith@sha.state.md.us

And,

MDOT SHA Agreements Team
Office of Procurement and Contract Management
State Highway Administration
707 N. Calvert Street
Mailstop C-405
Baltimore, MD 21202
Phone: (410) 545-5547
E-mail: shaagreementsteam@sha.state.md.us

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the day and year first above written.

**MARYLAND DEPARTMENT OF
TRANSPORTATION STATE HIGHWAY
ADMINISTRATION**

WITNESS

By: _____ (SEAL)
Gregory Slater Date
Administrator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Assistant Attorney General

Tim Smith, PE
Deputy Administrator/Chief Engineer
for Operations

Jason A. Ridgway, PE
Acting Deputy Administrator/Chief Engineer
Planning, Engineering, Real Estate, and
Environment

William J. Bertrand
Director
Office of Finance

TOWN OF BERLIN, MARYLAND
a body corporate and politic

WITNESS

BY: _____(Seal)
Wm. Gee Williams, III
Mayor

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Town Attorney



MOTION OF THE MAYOR AND COUNCIL 2017-30

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN ACKNOWLEDGING ORDINANCE 2017-05 AS AN EMERGENCY ORDINANCE, THUS WAIVING THE REQUIREMENT FOR PUBLICATION AND PUBLIC HEARING. UPON APPROVAL, THE ORDINANCE WILL BE EFFECTIVE ON OCTOBER 1, 2017.

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING, AND ____ ABSENT.

ELROY BRITTINGHAM, SR. VICE PRESIDENT

APPROVED THIS ____ DAY OF _____, 2017 BY THE MAYOR OF THE TOWN OF BERLIN.

WM. GEE WILLIAMS, III, MAYOR

ATTEST: _____
LAURA ALLEN
TOWN ADMINISTRATOR

ON THE MOTION OF _____, MOTION 2017-30 APPROVES ORDINANCE 2017-05 AS AN EMERGENCY ORDINANCE BY THE FOLLOWING VOTE:

NAME	COUNTED TOWARD QUORUM			RECUSED	ABSENT
	AYE	NO	ABSTAIN		
ELROY BRITTINGHAM, VP					
DEAN BURRELL					
TROY PURNELL					
THOM GULYAS					
ZACKERY TYNDALL					
<i>VOTING TALLY</i>					

EMERGENCY ORDINANCE 2017-05

AN EMERGENCY ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND ESTABLISHING THE REGULATION OF TATTOO ESTABLISHMENTS IN ORDER TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF RESIDENTS IN THE TOWN OF BERLIN

BE IT RESOLVED THAT CHAPTER 8, TITLED BUSINESSES, ARTICLE IV, SECTION 8-60, SHALL BE ENACTED AS FOLLOWS:

SECTION 8-60. TATTOO ESTABLISHMENTS

- (a) Legislative intent. The Mayor and Council of the Town of Berlin have determined:
 - (1) That the coloration of the skin by the aid of needles or any other instruments designed to touch, puncture or penetrate the skin by improperly trained or unsupervised individuals or in unsanitary facilities is dangerous to the health and general welfare of the community.
 - (2) That the puncturing or penetrating of skin area that has rash, pimples, boils, infections or other skin disorders or diseases can cause a spread of the skin disorders or diseases which may result in the communication of such skin disorders or diseases to other persons.
 - (3) That the communication of disease poses a threat to the public health, safety and general welfare.
 - (4) That, in order to protect the public health, safety and general welfare, it is necessary to regulate tattoo establishments.
- (b) Definitions. Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning and application of words and phrases as used in this section.

CERTIFICATE OF INSPECTION

The written approval from the Worcester County Health Department, Department of Health and Mental Hygiene of the State of Maryland or their designated representative that the tattooing establishment has been inspected and meets all the requirements of this section relating to physical facilities, equipment and layout for the operation of a tattoo establishment.

EMPLOYEE

Any person over eighteen years of age, other than an operator, who renders any service in connection with the operation of a tattoo establishment and receives compensation from the operator of the business or its patrons.

HEALTH DEPARTMENT

The Worcester County Health Department, Department of Health and Mental Hygiene of the State of Maryland, or its designated representative.

OPERATOR

Any individual, firm, company, corporation or association that owns or operates an establishment where tattooing is performed and any individual who performs or practices the art of tattooing on the person of another.

OSTEOPATH

Includes any person authorized to practice osteopathic medicine pursuant to the laws of the State of Maryland.

PATRON

Any person over eighteen years of age who receives a tattoo under such circumstances that it is reasonably expected that he or she will pay money or give any other consideration therefor.

PHYSICIAN

Includes any person authorized to practice medicine pursuant to the laws of the State of Maryland.

TATTOO, TATTOOED AND TATTOOING

Any method of placing designs, letters, scrolls, figures, symbols or any other marks upon or under the skin with ink or any other substance resulting in the coloration of the skin by the aid of needles or any other instruments designed to touch, penetrate or puncture the skin, including microblading and other forms of permanent, semi-permanent or long-lasting make-up.

(c) License and permit required.

- (1) No person shall engage in or carry on the business of operating a tattoo establishment unless he has a valid permit issued by the Mayor and Council of the Town of Berlin, Maryland, pursuant to the provisions of this section.
- (2) No person shall tattoo the body of any other person or practice the art of tattooing upon the person of another unless he has a valid license issued hereunder and is working under the direction of and in the presence of a physician or osteopath. No person shall tattoo the body of another person or practice the art of tattooing except at a permitted tattoo establishment.

- (d) Application for tattoo establishment permit. Any person desiring a permit to operate a tattoo establishment shall file a written application with the department designated by the Mayor and Council of the Town of Berlin on a form furnished by the department. The applicant shall accompany the application with a tender of the correct permit fee, as hereinafter provided, and shall, in addition, furnish the following:
- (1) The type of ownership of the business, i.e., whether individual, partnership, corporation or other.
 - (2) The name, style and designation under which the business or practice is to be conducted.
 - (3) The business address and all telephone numbers of the business to be conducted.
 - (4) The following personal information concerning the applicant, if an individual, and concerning each stockholder holding more than ten percent of the stock of the corporation, each officer and each director, if the applicant is a corporation, and concerning the partners, including limited partners, if the applicant is a partnership, and concerning the manager or other person principally in charge of the operation of the business:
 - A. The name, complete residence address and residence telephone number of the applicant and the supervising osteopath or physician.
 - B. The two previous addresses immediately prior to the present address of the applicant.
 - C. Written proof of age.
 - D. Height, weight and color of hair and eyes.
 - E. Diploma, certificate or other written proof of graduation from a recognized medical school by the person who shall be directly responsible for the operation and management of the tattoo establishment and supervising osteopath or physician.
 - F. A certificate or other written proof that the supervising physician or osteopath is authorized to practice medicine or osteopathic medicine, as the case may be, within the State of Maryland.
 - (5) Authorization for the Mayor and Council of the Town of Berlin , its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the permit.
 - (6) Written declaration by the applicant, under penalty of perjury, that the information contained in the application is true and correct, with said declaration

being duly dated and signed in the county.

- (7) The application shall contain the signatures of the applicant and the physician or osteopath who shall be responsible for the operation of the establishment.
- (8) Any other information as may be reasonably required to carry out the purposes of this section.

(e) Application for tattooing license. Any person desiring a license to tattoo shall file a written application with the department designated by the Mayor and Council of the Town of Berlin on a form to be furnished by the department. The applicant shall tender with the application the correct license fee, as hereinafter provided, and shall, in addition, furnish the following:

- (1) The business address and all telephone numbers where the tattoo establishment is to be operated.
- (2) The following personal information concerning the applicant:
 - A. Name, complete residence address and residence telephone numbers.
 - B. The two previous addresses immediately prior to the present address of the applicant.
 - C. Written proof of age.
 - D. Height, weight and color of hair and eyes.
 - E. Name, complete residence address and residence and all office telephone numbers of the physician or osteopath who is to be in charge of the tattoo establishment where the applicant intends to practice.
 - F. A statement, in writing, on forms provided by the department, from a physician, other than the physician or osteopath who is to supervise the tattoo establishment, that he has examined the applicant within thirty days of the date of the application and believes the applicant to be free of all communicable diseases.

(f) Review of application.

- (1) Upon receipt of a completed application for a permit or license under this section, the department designated by the Mayor and Council of the Town of Berlin shall review the application and shall conduct or cause to be conducted an investigation of the premises or applicant which or who is the subject of the application by the Health Department, for the purpose of assuring that the premises comply with all of the requirements set forth in this section and with all other requirements of law or regulation.
- (2) Upon completion of the investigation, the Health Department shall produce a

written report with respect to the application and transmit both the report and the application to the Mayor and Council of the Town of Berlin for review and approval or denial. The report and application shall be transmitted to the Mayor and Council of the Town of Berlin not later than ninety days after the receipt of the application; provided, however, that the ninety-day period may be extended by the Mayor and Council of the Town of Berlin for good cause shown.

(g) Approval or denial of application.

(1) The Mayor and Council of the Town of Berlin, after receipt of an application and report from the Health Department, shall approve or deny the application within thirty days of receipt of the application and report, unless:

- A. The correct fee has not been tendered to the town and, in the case of a check or bank draft, honored with payment upon presentation.
- B. The operation, as proposed by the applicant, if permitted, or applicant, if licensed, would not comply with all applicable laws, including but not limited to the county's business, zoning and health regulations.
- C. The applicant has knowingly made any false, misleading or fraudulent statement of fact in the application or in any document required by the Mayor and Council of the Town of Berlin in connection therewith.
- D. The applicant has operated a tattoo establishment or engaged in tattooing and has had a permit or license denied, revoked or suspended for any of the above causes by any state or local agency within two years prior to the date of the application.
- E. The applicant, if an individual, or any of the officers and directors, if the applicant is a corporation, or any of the partners, including limited partners, if the applicant is a partnership, and the manager or other person principally in charge of the operation of the business is not over the age of eighteen years.
- F. The manager or other person principally in charge of the operation of the tattoo establishment or charged with supervision is not a physician or osteopath.

(h) Display of licenses or permits. All tattoo establishment permittees shall display their permits and all tattoo licenses of those engaged at the establishment in an open and conspicuous place on the premises of the tattoo establishment.

(i) License and permit fees. License and permit fees shall be set by resolution of the Mayor and Council of the Town of Berlin.

- (j) Revocation or suspension of license or permit. Any permit or license issued pursuant to this section shall be subject to suspension or revocation by the Mayor and Council of the Town of Berlin for violation of any provision of this section or for any grounds that would warrant the denial of issuance of such permit or license; provided, however, that the Mayor and Council of the Town of Berlin shall first afford the permittee or licensee an opportunity to be heard upon reasonable notice in the event of revocation or suspension; the Mayor and Council of the Town of Berlin shall state reasons, in writing, specifying the particular grounds for such revocation or suspension. A criminal conviction shall not be necessary for a revocation or suspension. Any decision of the Mayor and Council of the Town of Berlin with respect to suspension or revocation of a permit shall be final and shall not be appealable.
- (k) Licenses and permits not transferable. No license or permit granted hereunder shall be transferable, separable or divisible.
- (l) Right of entry. Anyone accepting a tattoo license shall be deemed to have granted the Mayor and Council of the Town of Berlin and its agents an unrestricted and irrevocable right of entry to enter upon and into the premises permitted to determine compliance herewith.
- (m) Expiration and Renewal. Licenses and permits shall have a term of three years and must be renewed by the same procedure as an initial issuance.
- (n) Health and sanitary requirements. Each tattoo establishment shall comply with the following requirements:
- (1) The room in which tattooing is done shall have an area of not less than one hundred square feet. The walls, floors and ceiling shall have an impervious, smooth and washable surface.
 - (2) A toilet and lavatory shall be located in the establishment and shall be accessible to customers and employees at all times that the tattoo establishment is open for business. It shall be supplied with hot and cold running water, soap and sanitary towels.
 - (3) All tables and other equipment shall be constructed of easily cleanable material, shall be painted or finished and shall be separated from waiting customers or observers by a panel at least six feet high or by a door.
 - (4) The entire premises and equipment shall be maintained in a clean, sanitary condition and in good repair.
 - (5) The physician or osteopath who shall apply the tattoo or the person working under the direction of a physician or osteopath who shall apply the tattoo shall wash his

- hands thoroughly with soap and water before starting to tattoo. The hands shall be dried with individual, single-use towels.
- (6) No tattooing shall be done on any skin surface that has a rash, pimples, boils or infections or manifests any evidence of any other unhealthy condition.
 - (7) Safety razors with new, single-surface single-use blades for each patron or a straight-edged razor may be used and shall be thoroughly cleaned and sterilized before use on each customer or patron.
 - (8) The area to be tattooed shall first be thoroughly washed for a period of two minutes with warm water to which has been added an antiseptic liquid soap approved by the Health Department. A sterile, single-use sponge shall be used to scrub the area. After shaving and before tattooing has begun, a solution of seventy percent alcohol or an antiseptic approved by the Health Department shall be applied to the area with a single-use sponge used and applied with a sterile instrument.
 - (9) Only petroleum jelly in collapsible metal or plastic tubes, or its equivalent, as approved by the Health Department or its designated representative, shall be used on the area to be tattooed, and it shall be applied with sterile gauze.
 - (10) The use of styptic pencils, alum blocks or other solid styptics to check the flow of blood is prohibited.
 - (11) Prior written inquiry shall be made, and anyone giving a history of recent jaundice, hepatitis or AIDS shall not be tattooed.
 - (12) Single-service or individual containers of dye or ink shall be used for each patron, and the container therefor shall be discarded immediately after completing work on a patron, and any dye in which the needles were dipped shall not be used on another person. Excess dye or ink shall be removed from the skin with an individual sterile sponge or a disposable paper tissue which shall be used on only one person and then immediately discarded. After completing work on any person, the tattooed area shall be washed with sterile gauze, saturated with an antiseptic soap solution approved by the Health Department or its designated representative or a seventy-percent-alcohol solution approved by the Health Department. The tattooed area shall be allowed to dry, and petroleum jelly from a collapsible or plastic tube shall be applied, using sterile gauze. A sterile gauze dressing shall then be fastened to the tattooed area with adhesive.
 - (13) All clean and ready-to-use needles and instruments shall be kept in a closed glass or metal case or storage cabinet when not in use. Such cabinets shall be maintained in a sanitary manner at all times.

- (14) A steam sterilizer (autoclave) shall be provided for sterilizing all needles and similar instruments before use on any patron. Alternate sterilizing procedures may only be used when specifically approved by the Health Department in writing. Sterilization of equipment shall be accomplished in accordance with state regulations governing such matters and at least by exposure to live steam for at least thirty minutes at a minimum pressure of fifteen pounds per square inch at a temperature of two hundred forty degrees Fahrenheit or one hundred sixteen degrees Celsius.
- (15) The needles and instruments required to be sterilized shall be so used, handled and temporarily placed during tattooing that they will not be contaminated.
- (o) Records. Each tattoo establishment shall maintain permanent records for each patron. Before the tattooing operation begins, the patron shall be required personally to enter on a record form provided for such establishments the date, his or her name, his or her address, his or her age and his or her signature. The records shall also provide that the patron has not had any jaundice, hepatitis or AIDS and, if so, the date of such jaundice, hepatitis or AIDS. Such records shall be maintained in the tattoo establishment and shall be available for examination by the Health Department or their designated representative. Such records shall be maintained by the tattoo establishment for a period of not less than two years.
- (p) Report of infections. No patron having any skin infection or other disease of the skin or any communicable disease whatsoever shall be tattooed. All infections resulting from the practice of tattooing which become known to the tattoo establishment shall promptly be reported to the Health Department by the operator of the tattoo establishment, and the infected patron shall be referred immediately to a physician.
- (q) Pigments and dyes. All pigments, dyes, colors and any other material used in tattooing shall be sterile and free from bacteria, virus particles and noxious agents and substances, and the pigments, dyes and colors used from stock solutions for each patron shall be placed in a single-service receptacle, and such receptacle and remaining solution shall be discarded after use on each patron.
- (r) Bandages and surgical dressings. All bandages and surgical dressings used in connection with the tattooing of a person shall be sterile.
- (s) Supervision. All tattooing shall be done by or under the direct personal supervision of a physician or osteopath.
- (t) Certain persons prohibited on premises. No tattoo establishment shall permit any person under the age of eighteen years to come or remain on the premises of any tattoo establishment, unless such person is on the premises on lawful business.

- (u) Certain persons prohibited to be tattooed. It shall be unlawful for any operator or employee to tattoo any person under the age of eighteen years of age or any person under the influence of alcohol, drugs or controlled dangerous substances.
- (v) Alcoholic beverages prohibited. No person shall sell, give, dispense, provide, keep or cause to be sold, given, dispensed, provided or kept any alcoholic beverage on the premises of any tattoo establishment.
- (w) Violations and penalties. Any person, firm or corporation violating any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than fifty dollars nor more than five hundred dollars or imprisoned up to one hundred eighty days in jail, or both, for each offense, and for the purposes of this section, a separate offense shall be deemed to be committed on each day during or person on which a violation occurs or continues. All permit holders shall be liable for all violations occurring on the permittee's premises. All supervising physicians and osteopaths shall be liable for all violations occurring during their supervision. All licensees shall be liable for all violations in which licensees participated.
- (x) This Ordinance shall take effect October 1, 2017.

THIS ORDINANCE was introduced and enacted as an emergency Ordinance at a meeting of the Town Council held on the _____ day of _____, 2017, and thereafter a statement of the substance of the Ordinance having been published as required by law was finally passed by the Town Council on the _____ day of _____, 2017.

Adopted and effective this _____ day of _____, 2017 by the Mayor and Council of the Town of Berlin, Maryland, by affirmative vote of _____ to _____ opposed, with _____ abstaining.

Elroy Brittingham, Vice-President

Approved and effective this _____ day of _____, 2017 by the Mayor of the Town of Berlin.

Wm. Gee Williams, Mayor

ATTEST: Laura Allen, Town Administrator



Worcester County

HEALTH DEPARTMENT

P.O. Box 249 • Snow Hill, Maryland 21863-0249
www.worcesterhealth.org

Snow Hill (Main Office)
410-632-1100
Fax 410-632-0906

Rebecca L. Jones, RN, BSN, MSN
Health Officer

Mayor & Council
Town of Berlin
10 William Street
Berlin, MD 21811

September 22, 2017

Dear Mayor Williams:

The Health Department has recently been notified by Dave Englehart that the town is proposing the passage of an emergency ordinance to address concerns over potential health implications related to "microblading". The Maryland Department of Labor, Licensing, & Regulation Board of Cosmetologists identifies microblading as a form of cosmetic tattooing.

As you know, the County currently has ordinances which regulate both tattooing and body piercing. The Health Department enforces both sets of regulations for the county.

As with tattooing, the health department would identify public health concerns related to microblading in three key risk areas:

1. Infection
2. Transmission of blood borne pathogens
3. Allergic reactions

The Health Department is available to work with the town, as well as the County, to assure proper regulatory authorities are in place to address these concerns.

Thank you for your proactive approach and attention to this issue of public health concern.

Sincerely,

Rebecca Jones, RN, BSN, MSN
Health Officer