

**BOROUGH OF ALBURTIS  
LEHIGH COUNTY, PENNSYLVANIA**

Ordinance No. 601

(Duly Adopted December 10, 2025)

AN ORDINANCE ESTABLISHING CRITERIA FOR HANDICAPPED PARKING SPACES; RATIFYING AND CONFIRMING THE MEMORANDUM OF UNDERSTANDING WITH THE ALBURTIS POLICE OFFICERS' ASSOCIATION GRANTING FIVE (5) YEARS SERVICE CREDIT FOR BASE COMPENSATION AND VACATION PURPOSES TO FULL-TIME OFFICERS APPOINTED FOR THE FIRST TIME BETWEEN OCTOBER 29, 2025 AND APRIL 30, 2026; AND AMENDING CODIFIED ORDINANCES § 12-102(b) TO UPDATE THE REFERENCE TO THE POLICE COLLECTIVE BARGAINING AGREEMENT TO REFER TO THE CURRENT AGREEMENT..

BE IT ORDAINED and ENACTED by the Borough Council of the Borough of Alburtis, Lehigh County, Pennsylvania, as follows:

**SECTION 1.** Codified Ordinances § 41-805 (relating to Traffic Control—Handicapped Parking Spaces—Applications for Handicapped Parking Spaces) is amended as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

**§ 41-805 Applications for Handicapped Parking Spaces.**

**(a) In General.** All applications for handicapped parking spaces must be made in writing on forms prescribed by the Borough Manager. The person making the application (“Applicant”) need not be the person (“Disabled Person”) the handicapped parking space is intended to accommodate.

(b) **Criteria.** Council shall have complete discretion whether to grant any particular request for a handicapped parking space, but shall generally grant a request which satisfies all of the following criteria:

(1) **PennDOT.** The Pennsylvania Department of Transportation has issued a permanent person with disabilities or disabled or severely disabled veteran license plate or placard with respect to the Disabled Person which is currently in effect. Temporary plates or placards are not sufficient;

(2) **Medical Condition.** A Pennsylvania licensed physician has certified, based on an examination conducted no more than six (6) months before the date of the application, that the Disabled Person:

(A) cannot walk more than two hundred (200) feet without stopping to rest;

(B) cannot walk without the use of, or assistance from, a walker, wheelchair, or another person;

(C) cannot walk more than five hundred (500) feet without difficulty, even with the assistance of a brace, cane, crutch, prosthetic device, or other assistive device;

(D) cannot cross roads;

(E) uses portable oxygen;

(F) is restricted by lung disease to such an extent that the Disabled Person's forced (respiratory) expiration volume for one second, when measured by spirometry, is less than one (1) liter or the arterial oxygen tension is less than sixty (60) mmHg on room air at rest; or

(G) has a cardiac condition to the extent that the Disabled Person's functional limitations are classified in severity as Class III or Class IV according to the standards set by the American Heart Association; and

(3) **Off-Street Alternatives.** There is no off-street parking area (such as a garage, driveway, or parking lot) sufficient in size for a standard-sized automobile available for use by occupants of the Disabled Person's residence ("**Residence**"). The fact that such an area is actually being used for other purposes does not make the area "unavailable".

(c) **Location.** Council will generally establish a handicapped parking space at a location near to the street end of the primary paved surface used by the Disabled Person to access the Residence from a public street. Where the proposed handicapped parking space is located (all or partially) along the frontage of property not owned by a person residing at the Residence (including a landlord of the Residence and owners of property adjacent or near to the Residence or across the street from the Residence), the Applicant shall attempt to obtain the consent of the owner(s) of such property(ies) to the proposed handicapped parking space and submit it with the application or explain why it could not be obtained. Council reserves the right to deny a handicapped parking space where such consents are not provided, or grant a handicapped parking space despite the absence of such consents or the objection of other property owners.

(d) **Duration.** Handicapped parking spaces will generally be granted through the earlier of (A) the first December 31 following the fifth (5<sup>th</sup>) anniversary of the adoption of the ordinance approving the handicapped parking space, or (B) the last day that the Disabled Person is expected to need use of the handicapped parking space. However, Council reserves the right to rescind a handicapped parking space at any time by ordinance, especially when Council has reason to believe the criteria which justified the handicapped parking space no longer apply. The Applicant, Disabled Person, or family member or personal representative of the Disabled Person or his/her estate should inform the Borough Manager whenever any of the following occur:

- (1) the Disabled Person dies;
- (2) the Disabled Person no longer resides at the Residence;
- (3) the Disabled Person's permanent person with disabilities or disabled or severely disabled veteran license plate or placard expires and has not been renewed, reissued, or replaced; or
- (4) the Disabled Person's condition has improved so as to no longer satisfy subsection (b)(2).

**SECTION 2.** Codified Ordinances § 11-201 (relating to Salaries and Compensation—Collective Bargaining Agreements—Police) is amended by adding the following new paragraphs (5) through (7) to subsection (h) thereof:

(h) **2025-2028.**

\* \* \*

(5) **MOU Ratified and Confirmed.** Borough Council hereby ratifies and confirms the Memorandum of Understanding with the Alburtis Police Officers' Association dated October 29, 2025, a true and correct copy of which is attached to Ordinance 601.

(6) **Implementation.** All officers, agents, and employees of the Borough are hereby directed to implement the terms and conditions of the executed Memorandum of Understanding.

(7) **Inconsistent Ordinances Superseded.** Any provision of the Alburtis Codified Ordinances or any other Ordinance or Resolution which is inconsistent with any of the terms of the executed Memorandum of Understanding is superseded to the extent of the inconsistency.

**SECTION 3.** The attached Memorandum of Understanding is incorporated into this Ordinance by reference.

**SECTION 4.** Codified Ordinances § 12-102(b) (relating to Personnel Policies—Title and Scope—Scope—Chief of Police) is amended as follows (with deletions indicated by ~~strike-outs~~ and insertions indicated by double underlining):

§ 12-102 Scope.

\* \* \*

(b) **Chief of Police.** The following provisions of the collective bargaining agreement for police employees for ~~2022-2024~~ 2025-2028, to the extent applicable to full-time police officers, shall apply to the Chief of Police notwithstanding the fact that the Chief of Police is not in the bargaining unit covered by that collective bargaining agreement, and shall supersede any contradictory provisions of this Chapter, *except* that, since the Chief of Police is a salaried position, any such provisions of the collective bargaining agreement providing for paid time off only apply to excuse the Chief of Police from working such days or hours, and do *not* apply to the extent they would provide any payments to the Chief in addition to his/her annual salary:

\* \* \*

**DULY ORDAINED** and **ENACTED** by the Borough Council of the Borough of Albur-  
tis, this 10<sup>th</sup> day of December, 2025, in lawful session duly assembled.

BOROUGH COUNCIL  
BOROUGH OF ALBURTIS

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Ronald J. DeIaco, President

Attest:

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Stephen Nemeth, Borough Manager

**AND NOW**, this 10<sup>th</sup> day of December, 2025, the above Ordinance is hereby AP-  
PROVED.

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Kathleen Palmer, Mayor

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 29<sup>th</sup> day of October, 2025 by and between:

The **Borough of Alburdis**, a Pennsylvania municipal corporation, with offices at 260 Franklin Street, Alburdis, Lehigh County, Pennsylvania (the "**Borough**"); and

The **Alburdis Police Officers' Association**, a Pennsylvania unincorporated association which maintains an address at 5426 Doris Drive, Allentown, Lehigh County, Pennsylvania (the "**Association**").

WHEREAS, the Borough and the Association are parties to a Collective Bargaining Agreement for calendar years 2025 through 2028 ("**CBA**"); and

WHEREAS, due to exigent manpower issues, the Borough police department is in great need of new full-time officers, and in the current economy there are much fewer persons interested in becoming police officers, and those who are so inclined require higher compensation than provided to new hires by the Borough; and

WHEREAS, the Borough is willing to offer any person appointed to the entry level position of patrol officer between the date of this Memorandum and April 30, 2026 base hourly compensation and paid vacation time as if the person already had five years of service with the police department as of his first day of full-time employment; and

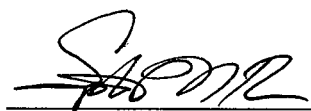
WHEREAS, the Association consents to this arrangement in the interests of enticing additional full-time officers to join the police department;

NOW, THEREFORE, the parties hereby agree that the CBA shall be amended so that solely for purposes of CBA § 3 (relating to Base Compensation), and for purposes of CBA § 10 (relating to Vacations) in calendar year 2026 and subsequent years, any Full-Time Officer who is appointed to that position after the date of this Memorandum and on

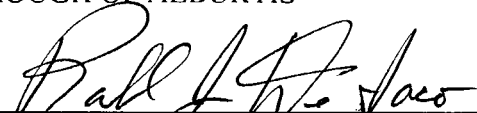
or before April 30, 2026 shall be treated as if his First Day had occurred exactly five (5) years earlier than the actual first day that the Full-Time Officer worked for the Borough as a Full-Time Officer, so that his actual first day of full-time service is treated as being the fifth (5<sup>th</sup>) anniversary of his First Day. In addition, for purposes of CBA § 5(e) (relating to Requirement that Vacation Time Be Earned) only, such an Officer shall be treated as having worked at least one thousand (1000) hours as a Full-Time Officer in calendar year 2025. This special treatment shall not apply for any other purpose, including but not limited to longevity pay, pension, relative seniority among Officers, or otherwise. This agreement shall be without precedent and have no effect whatsoever with respect to any other persons or situations. The terms of the CBA as amended by this Memorandum of Understanding are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by their duly authorized officers the day and year first above written, intending to be legally bound.

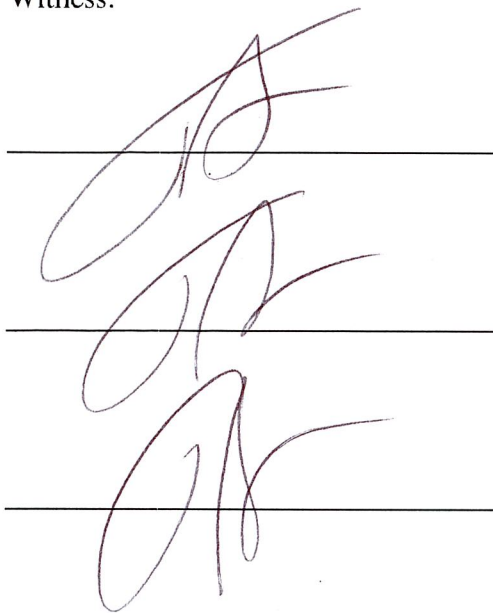
Attest:

  
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Stephen Nemeth, Borough Manager

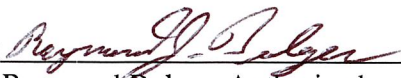
BOROUGH OF ALBURTIS

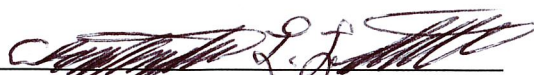
By:   
\_\_\_\_\_  
Ronald J. DeJaco President of Borough Council


Witness:



ALBURTIS POLICE OFFICERS'  
ASSOCIATION

By:   
Raymond Bulger, Authorized  
Representative

By:   
Christopher Lubenetski, Authorized  
Representative

By:   
Broc Termini, Authorized  
Representative