



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, February 17, 2026

6:30 PM

Common Council Chambers

Welcome to the regularly scheduled Meeting of the City of Poughkeepsie Common Council the date is February 17, 2026, and the time is 6:30pm

I. ROLL CALL

8 Present, 1 Absent (2nd Ward Councilmember Evan Menist)

II. REVIEW OF MINUTES

A motion to Approve was made by 3rd Ward Council Member Brown and seconded by 6th Ward Council Member Grant.

CCM Minutes of February 3, 2026 - VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	2nd Ward Councilmember Menist
Result:	Passed

1. Common Council Meeting of February 3, 2026

III. READING OF ITEMS by the City Chamberlain of any resolutions not listed on the printed agenda

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

A motion to Defer to Corporation Counsel was made by 7th Ward Council Member Patterson Thompson and seconded by 6th Ward Council Member Grant.

Official Minutes of the Common Council Meeting of February 17, 2026

MOTION TO DEFER TO CORPORATION COUNSEL- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	2nd Ward Councilmember Menist
Result:	Passed

1. **FROM TAYAVEGIAS CORP**, a 30-Day Advance notice of New York State Liquor license

V. PUBLIC PARTICIPATION:

Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda item.

Amy Lavine- Newburgh
Wesley Aptekar-Cassels- 27 Conklin
Alistar Forehand- 27 Conklin Street
Warren Jones- N Clover
Laurie Sandow- S Grand Ave
Anne O'Brien - Poughkeepsie [**Submitted Written Comments Read By Chair Wilson**]

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

1. **R-26-14**, Resolution Appointing Daniel Atonna to the Joint Water Board

A motion to Approve was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

MOTION TO APPROVE CONSENT AGENDA ITEM R-26-14- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	2nd Ward Councilmember Menist
Result:	Passed

RESOLUTION

(R-26-14)

SPONSORED BY CHAIRMAN WILSON

WHEREAS, in accordance with the Inter-Municipal Agreement between the City of Poughkeepsie and the Town of Poughkeepsie dated August 3, 1995, the Common Council of the City of Poughkeepsie is authorized to make appointments to serve on the Joint Water Board; and

WHEREAS, by resolution of the Common Council dated May 2, 1996, two (2) members of the Joint Water Board shall be appointed by the Common Council with one (1) member being a member of the legislative branch and (1) member appointed by the Mayor; and

WHEREAS, there is currently a council appointment vacancy in the position held by a member of the legislative branch.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Poughkeepsie hereby appoints the following individual to the Joint Water Board for the term as indicated below:

Councilmember Daniel Atonna for a term to expire on December 31, 2027

IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

- R-26-15**, Resolution Introducing Local Law Amending Chapter 8 “Fire Prevention and Protection” and Setting Public Hearing

A motion to Approve was made by 6th Ward Council Member Grant and seconded by 7th Ward Council Member Patterson Thompson.

MOTION TO APPROVE ACTION AGENDA ITEM R-26-15- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	2nd Ward Councilmember Menist
Result:	Passed

**RESOLUTION
(R-26-15)**

**RESOLUTION INTRODUCING
LOCAL LAW AMENDING CHAPTER 8 “FIRE PREVENTION AND PROTECTION”**

INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBER SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND ATONNA:

BE IT RESOLVED that an introductory Local Law entitled, “A LOCAL LAW AMENDING CHAPTER 8 ‘FIRE PREVENTION AND PROTECTION’” be and hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law to receive comment from the public on Tuesday, March 17, 2026 at 6:15 pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

Official Minutes of the Common Council Meeting of February 17, 2026

BE IT FURTHER RESOLVED that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

A LOCAL LAW AMENDING CHAPTER 8 “FIRE PREVENTION AND PROTECTION”

SPONSOR:

BE IT ENACTED, by the Common Council of the City of Poughkeepsie as follows:

~~STRIKETHROUGH INDICATES DELETION~~
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1: Section 8-2 “Composition of Bureau of Fire Prevention” is amended as follows:

The Bureau of Fire Prevention shall be composed of the Chief of the Fire Department and ~~such inspectors as he shall appoint from the officers or members of the Fire Department, who shall receive no additional salary or other compensation for the duties imposed upon them by this article, except as otherwise expressly provided~~ **Fire Department members designated to perform such duties.**

SECTION 2: Section 8-3 “Duties of Fire Chief enumerated” is amended as follows:

- (a) It shall be the duty of the Chief of the Fire Department (**also referred to herein as the “Fire Chief”**) to enforce all laws of the State of New York and ordinances of the City covering the following matters:
- (1) The prevention of fires.
 - (2) The storage and use of explosives and flammables.
 - (3) The maintenance of automatic and other fire alarm systems and fire extinguishers and equipment.
 - (4) The maintenance of fire escapes.
 - (5) The means and adequacy of exits in case of fire from factories, schools, hotels, lodging houses, ~~asylums~~, hospitals, churches, halls, theaters, **shelters, rehabilitation facilities** and all other places in which numbers of persons work, live or congregate from time to time for any purpose.
 - (6) The investigation of the cause, origin and circumstances of fires.
 - (7) The conducting of fire prevention campaigns.
- (b) The Chief of the Fire Department **or their designee** shall also enforce all the regulations set forth herein, as well as those set forth in the Uniform Code, and shall have such other powers and perform such other duties as set forth in this chapter, as well as in the Uniform Code, and as may be conferred or imposed upon him from time to time by law or ordinance.

SECTION 3: Section 8-5. “Investigation of cause, origin, circumstances of fire” is amended as follows:

Immediately upon the occurrence of such fire, such investigation shall be begun by the Chief of the Fire Department, **or their designee**. ~~He~~ **They** shall notify the Chief of Police, who will take charge of any physical evidence and who shall, with the assistance of the Building Inspector, aid in the investigation and prosecution of the matter.

SECTION 4: Section 8-6 “Records, reports of investigations, examinations” is amended as follows:

The Chief of the Fire Department **or their duly appointed designee** shall keep a record of all inspections, investigations or examinations made by his Department, including the date of inspection, investigation or examination and of the violation, if any, he found to exist, and shall make a report of the same to the Common Council at least once each calendar year.

SECTION 5: Section 8-7. “Permits required” is amended as follows:

It shall be unlawful for any person, ~~his or her~~ **their employees**, agents or ~~assigns~~ ~~servants thereof~~ to engage in the following activities without first having obtained a permit from the Chief of the Fire Department, **or their designee**:

- (1) Operation of an acetylene generator with a carbide capacity in excess of five gallons.
- (2) Operation of any tire recapping or rebuilding plant.
- (3) Operation of an automobile wrecking yard.
- (4) Storage of calcium carbide in excess of 200 pounds.
- (5) Storage of cellulose nitrate plastics in excess of 25 pounds.
- (6) Storage, handling or use of more than 2,000 gallons of flammable compressed gas or 6,000 gallons of nonflammable compressed gas, including liquefied, low-temperature or cryogenic gases.
- (7) Operation of a dry-cleaning plant utilizing flammable or combustible liquids.
- (8) Conduct a fireworks or pyrotechnic display.
- (9) Storage, handling or use of:
 - a. Class I liquids in excess of five gallons inside any building or in excess of 10 gallons outside any building, except in the case of storage in the fuel tank of a vehicle or other engine.
 - b. Class II or Class III liquids in excess of 25 gallons inside any building or 60 gallons outside any building, except in connection with the use of fuel oil in connection with oil-burning equipment.
- (10) Manufacturing, processing, blending or refining of flammable or combustible liquids.

~~(11) Abandonment or removal of underground tanks.~~

~~Installation of stationary storage tanks for the storage of flammable or combustible liquids.~~

(11) Storage, handling or use of hazardous materials, as defined by ~~Chapter C, § 1174.1(a)~~ of the Uniform Code **the New York State Fire Code.**

(12) Installation of liquefied petroleum gas in excess of 2,000 gallons in capacity.

~~Installation of sprinkler and standpipe systems.~~

~~Installation of wood or other solid fuel burning apparatus.~~

(13) Use of any open flame or fire in a theatrical performance.

~~Installation of a fire alarm system or systems.~~

(14) Storage of portable propane gas containers, with a capacity of more than 2.5 pounds and less than 100 pounds, awaiting use or resale as part of a propane cylinder exchange or sale business.

(15) Operation of a commercial kitchen, including any business which has a kitchen hood present.

(16) Mobile Food Preparation Vehicles as defined by New York State Fire Code.

(17) Public Assembly

(18) Multi Residence

(19) Tents over 400 square feet.

(20) Outdoor assembly events.

(21) Elevator Operation

(b) All applications for permits shall be made on forms and in such detail as the Chief of the Fire Department shall prescribe and shall be accompanied by such plans and supplementary materials as are necessary in the view of the Fire Chief to ~~valuate~~ **evaluate** the application.

(c) Any permit issued under this section is subject to revocation or suspension for due cause, subject to appeal as provided in Section 8-11.

(d) The fees shall be in accordance with the fee schedule as promulgated by the Fire Chief, with the approval of the Common Council.

(e) **It shall be unlawful for any person, his or her agent or servants thereof to engage in the following activities without first having obtained a permit from the Building Department as per Section 6-23 of this code:**

(1) Abandonment or removal of underground tanks.

(2) Installation of stationary storage tanks for the storage of flammable or combustible liquids.

(3) Installation of sprinkler and standpipe systems.

(4) Installation of wood or other solid-fuel-burning apparatus.

(5) Installation of a fire alarm system or systems.

SECTION 6: Section 8-10 “Order to install fire-protection appliances and to render same sufficient” shall be amended as follows:

If the Chief of the Fire Department or ~~those acting under him or for him~~ **their designee** shall find appliances on or in any premises, building or structure for protection against fire are not in proper condition or are of insufficient size or number or are otherwise insufficient for the purpose for which the same are designated or intended or shall find that such appliances are reasonably necessary for the protection of such premises, building or structure and are wholly wanting, the Chief **or their designee** shall order, in the case of improper condition or insufficiency, that the same be placed in proper condition and rendered reasonably sufficient to afford proper protection against fire; and in case of absence of such appliance where it may be found that they are reasonably necessary for protection against fire, he shall order the installation of such appliances sufficient to afford proper protection in case of fire to such premises, building or structure and to the occupants thereof or persons rightfully on or in the same. In no event shall the provisions of this section require equipment or systems in excess of those otherwise required by the applicable provisions of the Building Code, also known as Article 6 of this Code.

SECTION 7: Section 8-15 “Fire~~fighter~~**fighters** on duty in place of public assembly” is amended as follows:

The Chief of the Fire Department, with the consent of the City Administrator shall have the power to place a ~~fireman~~ **firefighter** on continuous duty at any theater, auditorium or place of public assembly in the City during any performance, show or exhibition, for the purpose of enforcing all ~~fire~~ **State and/or City** laws and ordinances.

SECTION 8: Section 8-17. “ Fire drills in schools” is amended as follows:

In each public, private or parochial school or educational institution in the City, fire drills shall be given, when required by the State Education Law, ~~under the supervision of~~ **A record of these fire drills shall be kept by the school administration and are to be made available for review by** the Chief of the Fire Department or ~~his duly appointed inspector~~ **their designee upon request.**

SECTION 9: Section 8-18 is amended to add the following new section “Registration of Fire Protection Equipment Required; penalties for offenses”

(Reserved)

Registration for Certificate of Competency as a Qualified Fire Protection Equipment Operator Required; penalties for offenses.

- (a). No person, corporation, firm or partnership may execute any installation, repair or maintenance work on fire suppression/sprinkler systems, fire extinguishers, or commercial hood systems in the City without first obtaining from the Chief of the Fire Department, or their designee, a certificate of competency and registration as a**

- qualified fire protection equipment contractor pursuant to this section.
- (b) Application for a certificate of competency and registration as a qualified fire protection equipment contractor shall be on a form as approved by the Chief of the Fire Department and include, but not be limited to, the following information:
- (i) a statement detailing a minimum of five years' experience in fire sprinkler systems, fire suppression systems, fire extinguishers, and/or commercial hood systems, as applicable to the work performed under the fire protection equipment contractor certification; and
 - (ii) Proof of certification for equipment to be worked on, if applicable; and
 - (iii) Three letters of recommendation from previous customers, preferably for state or municipal work; and
 - (iv) Proof of workers' compensation insurance as required by New York State law and liability insurance in an amount not less than \$1,000,000; and
 - (v) Payment of the permit fee in an amount set forth on the City's prevailing fee schedule as adopted by the Common Council and as may be amended by the Common Council from time to time.
- (c) Upon receipt of the Application, the Chief of the Fire Department, or their designee, shall review and, if all requested information is submitted and satisfies the requirements listed above, issue a contractor certification of competency.
- (d) A contractor may appeal a denial of their application to the City Administrator who may either confirm or reverse the Chief's determination. If confirmed, the permit fee shall be refunded less a 20% deduction to cover the time for review and appeal. If reversed, the contractor certification of competency shall be issued by the City Administrator.
- (e) All contractor certifications of competency shall expire on the 31st day of December of the year in which they are issued and shall be renewed within 30 days preceding such expiration by application on a form as approved by the Chief of the Fire Department and upon payment of a renewal fee as listed on the City's prevailing fee schedule as adopted by the Common Council and as may be amended by the Common Council from time to time. Any lapse in renewal shall require payment of an administrative fee in an amount equal to the renewal fee. The administrative fee shall be in addition to the renewal fee.
- (d) This section may be enforced by the Chief of the Fire Department and/or their designee or by the Building Inspector and/or their designee. Any person, business, partnership or corporation, firm or partnership who violates any provision of this section shall be liable to a penalty of \$500 per day of violation or imprisonment not exceeding six months.

SECTION 10: Section 8-19 "Summons, penalties for violations" is amended as follows:

Any person, partnership, ~~or corporation,~~ association or entity who ~~shall violate~~ violating any of the provisions of this ~~chapter,~~ Fire Prevention and Protection Code or of the Uniform Code adopted in Section 8-4 ~~or of any rule, order or regulation made pursuant thereto~~ shall be subject liable to for a penalty of no less than \$250 but not exceeding \$100 ~~\$100~~ for the first violation, \$500 for the second violation within any two year period, and \$1,000 for the third or subsequent violation within any two year period, except where a specific penalty is set forth in a particular section of this chapter, and each day that said violation is allowed to remain in existence shall

~~constitute a separate violation~~ **and, for continuation of such violation, an additional penalty not to exceed \$10 per day. For the purposes of §80.10 of the Penal Law, this shall constitute a special corporate fine.**

SECTION 11: Section 8-20 is deleted as shown below.

Section 8-20. — Smoke detectors required in multiple residences. [Ord. of 11-5-1984]

- (a) ~~The installation and maintenance of smoke detectors shall be required in all living units in all multiple dwellings in the City of Poughkeepsie. For the purposes of this section, a "multiple dwelling" is defined as a dwelling which is either rented, leased, let or hired out to be occupied or is occupied as the temporary or permanent residence or home of three or more families living independently of each other. It shall also include a dwelling, two or more stories in height, and with five or more boarders, roomers or lodgers residing with any one family.~~
- (b) ~~The installation and maintenance of a single station, battery-operated smoke detector in each living unit shall be deemed to constitute compliance with this section.~~
- (c) ~~It shall be the responsibility of the owner or the landlord of the premises to purchase and install these smoke detectors as provided herein. In the event that said smoke detectors are battery operated, it shall be the responsibility of the tenant or occupant to maintain and replace the batteries for said smoke detector. In the event that the smoke detector shall become inoperable for reasons other than battery failure, it shall be the responsibility of the owner or landlord to perform the necessary maintenance to return said smoke detector to an operable condition.~~

RESERVED

SECTION 12: Section 8-21 "Access to property to fight fires" is amended to revise subsection (b) as shown below and to delete subsection (c).

- (b) ~~The Fire Chief or his designee shall institute and implement a uniform system of maintaining keys to provide for ready access to such property within the City of Poughkeepsie through the installation of key boxes or another key maintenance system. The Fire Chief may enter into an agreement with the owner or tenant of the property for the installation of the system. The agreement shall be in a form acceptable to the Corporation Counsel of the City of Poughkeepsie.~~ **Any commercial building, multiple residence over 4 units or any building with a fire alarm system shall be required to install and maintain a KNOX box, which is the only Fire Department approved key box. The KNOX box shall contain a key or keys that allow access to all areas and doors of the building. These keys shall be kept current and updated as requested by the Fire Chief or their designee.**
- (c) ~~When access to or within a structure or an area is unduly difficult because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, the Chief may require a key box or other key maintenance system to be installed in an accessible location. The key box or maintenance system shall be a type approved by the Chief and shall contain keys to gain necessary access as required by the Chief.~~

SECTION 13: Section 8-23 is amended as follows:

~~Section 8-23. Permit and fee for direct connection to city fire alarm headquarters.~~

- ~~(a) The owner, lessee, occupant, agent or any other person, firm, business or corporation in custody or control of any building in the City of Poughkeepsie who is required or wishes to have his or her building's fire alarm system connected directly to the City of Poughkeepsie Fire Department either by a master box connected by the City Fire Department or through a fire alarm company with a hookup directly in the City Fire Department, must first obtain from the City Fire Chief a permit for said connection. Said permit shall be required prior to connection and on an annual basis, to be renewed on or before March 15 of each year. All persons whose buildings have an existing direct connection to the City Fire Department, as outlined above, must obtain a permit and pay the fee required by this section within 60 days after the effective date of this section.~~
- ~~(b) The fee for said permit shall be \$300 per year per master box. The fee shall be charged to any fire alarm company with a hookup directly in the City Fire Department for each building connected to the fire alarm company's system.~~
- ~~(c) Said fee shall be paid to the Fire Chief or his/her designee at the time the permit application is submitted to the Fire Chief. If the annual fee is unpaid by any party described in Subsection (a) of this section who has a direct connection to the Fire Department by March 15 of any year, the Fire Chief shall certify to the Commissioner of Finance the amount of the fee due, and the amount shall be billed to the responsible party, as set forth in Subsection (a) of this section. If unpaid, the fee shall become and be a lien against the subject property, and the total amount shall be added to and become a part of the next annual assessment roll as a special assessment at the time and in the manner prescribed by the Charter of the City and subject to all provisions thereof, or shall be recovered in a suit at law against the owner, lessee, occupant, agent or other person in custody and control of the building. If the fee for any building hooked up to a fire alarm company with a hookup directly in the Fire Department is unpaid by the fire alarm company, the Fire Chief shall give notice to the company that its operation in the Fire Department must cease if the fee is not paid within 30 days. If the fee still remains unpaid and the fire company fails to cease operation, the Fire Chief shall promptly advise the Corporation Counsel who shall institute an appropriate action in the court to cause the operation of the fire alarm company to cease.~~

Section 8-23. Operating Permits and Fees for Multiple Residences and Commercial Buildings.

(a) It shall be unlawful for any person, firm, business or corporation to conduct, maintain or operate a multiple residence or other commercial building within the City of Poughkeepsie without first obtaining from the Fire Chief or their designee an operating permit. All parties conducting, operating or maintaining a multiple residence or other commercial building must obtain an operating permit and pay the fee as required by this section within 60 days after the effective date of the local law adopting this section.

(b) A "multiple residence" shall be defined as a building, or portion of a building, that contains three or more dwelling units, congregate living facilities, single room occupancies, boarding houses, motels or hotels.

(c) A "commercial building" shall be defined as a building used for anything other than multiple residence, one- or two-family dwelling or an accessory structure to a one- or two-family dwelling.

(d) For uses other than public assemblies and commercial kitchens, the operating permit shall be obtained on a triennial (i.e every third year) basis and prior to the opening, use or change of use of any new or existing multiple residence or commercial building. Public assemblies and commercial kitchens shall be inspected and permitted annually. Prior to issuing the operating permit, the Chief of the Fire Department or their designee shall inspect the building to make a determination that the building is in compliance with the Fire Code of New York State and all laws, codes and ordinances relative to occupancy and fire protection and safety. The applicant shall pay the required fee at the time the operating permit application and/or renewal is made to the Chief of the Fire Department or their designee. The fee shall be in accordance with the prevailing fee schedule as approved by the Common Council of the City of Poughkeepsie and as amended from time to time.

(e) Penalties. Any person, firm, corporation, or association violating the provisions of this section shall be subject to penalties as per Sections 8-19 of this chapter.

SECTION 14: Section 8-24 “License and fees for places of public assembly” is amended as follows:

Section 8-24. License and fees for places of public assembly.

- (a) It shall be unlawful for any person, firm, business or corporation to conduct, maintain or operate a place of public assembly within the City of Poughkeepsie without first obtaining from the Fire Chief or ~~his/her~~ **their** designee a license. All parties conducting, operating or maintaining a place of public assembly must obtain a license and pay the fee as required by this section within 60 days after the effective date of this section.
- (b) A "place of public assembly" shall be defined as a building, or portion of a building, used for gathering together 50 or more persons for amusement, athletic, civic, dining, educational, entertainment, patriotic, political, recreational, religious, social or similar purposes.
- (c) Said license shall be obtained on an annual basis ~~on or before March 15 of each year~~ and prior to the opening or use of any ~~new building space~~ used for the purpose of public assembly. Prior to issuance of said license each year, the ~~Building Inspector~~ **Fire Chief or their designee** shall inspect the place of public assembly to make a determination as to the maximum safe occupancy of the proposed place of public assembly pursuant to the Fire Code of New York State and to approve and ensure its compliance with all laws, codes and ordinances relative to maximum occupancy allowed and fire protection and safety. The applicant shall pay an annual license fee at the time the license application and/or renewal is made to the ~~Building Inspector or his or her~~ **Fire Chief or their** designee. The fee shall be in accordance with the fee schedule as approved by the Common Council of the City **of Poughkeepsie and as may be amended from time to time.**
- ~~(d) Upon the failure of any party to obtain the necessary license, the Building Inspector shall promptly notify the Corporation Counsel, who may institute an appropriate action in the court to cause the operation of the place of public assembly to cease until and unless the inspection is permitted and the license required by this section is obtained.~~
- (d) *Penalties.* Any person, firm, business, ~~or~~ corporation **or association** who violates the provisions of this section by ~~operating or maintaining a place of public assembly without~~

~~obtaining a license shall be subject to a penalty of \$250 for each violation thereof, and each day that said violation is allowed to remain in existence shall constitute a separate violation.~~ **violating the provisions of this section shall be subject to penalties as per Section 8-19 of this chapter.**

- (e) Suspension of license.
 - (1) Upon a second conviction of any violation of Section 8-25 or 8-26 of this article, the public assembly license of the business shall be deemed suspended for a period of seven calendar days commencing the day of the date of such conviction.
 - (2) Upon a third or subsequent conviction of any violation of Section 8-25 or 8-26, the public assembly license of the business shall be deemed suspended for a period of 14 calendar days commencing the day of the date of such conviction.
 - (3) **If the occupancy load is not posted in accordance with the Fire Code, the public assembly license may be suspended until corrected.**

SECTION 15: Section 8-25 “Requirements for places of public assembly” is amended to revise subsection (b) as follows:

- ~~(b) Any person, firm, business or corporation who violates a provision of Subsection (a) of this Section 8-25 shall be subject to:~~
 - 1. ~~A fine of not less than \$250 nor more than \$1,000 for a first violation; or~~
 - 2. ~~A fine of not less than \$500 nor more than \$2,000 for a second violation within any two-year period; or~~
 - 3. ~~A fine of not less than \$750 nor more than \$3,000 for a third or subsequent violation within any two-year period.~~
- (b) **Penalties. Any person, firm, corporation, or association violating the provisions of this section shall be subject to penalties as per Sections 8-19 of this chapter.**

SECTION 16: Section 8-27 “Service of process” is amended as follows:

Service of an accusatory instrument alleging any violation of **this Chapter therein may be made by personal delivery to the owner of the property** or to any person found at the place of public assembly who is in an apparent position ~~Sections 8-24, 8-25 or 8-26 of this article may be effected by personal delivery to the person named~~ of authority or control over the place of public assembly. This shall be deemed to include but not be limited to bartenders, hosts or hostesses, or person in apparent charge of allowing or denying to the public entrance to the place of public assembly, or any other person known to be responsible for the operation of the place of public assembly.

SECTION 17: Section 8-30 “Constituted” is amended as follows:

The Fire Department shall consist of ~~a hook and ladder company, hose companies, steamer companies and fire patrol, a Chief, a Deputy Chief, an Assistant Chief, two deputies to the Assistant Chief and such other officers and personnel as may be from time to time appointed or hired.~~ **engine companies, ladder companies, a chief, a deputy chief and any such other officers and personnel, as may be appointed or hired from time to time.**

SECTION 18: Section 8-31 “Requirements for membership in Department” is amended as follows:

No person shall be appointed ~~to membership in~~ the Fire Department or continue ~~to hold membership~~ **employment** therein who is not a citizen of the United States or who has been convicted of a felony; ~~nor shall any person be appointed who cannot read and write the English language or who shall not have resided within the state one year prior to making application for appointment to the Fire Department or who shall be under the age of 18 years.~~

SECTION 19: Section 8-32 “Selection, terms and duties of Chief and Assistant and Deputy Chief”

~~The Chief of the Fire Department shall hold his office for two years under such regulations as the Common Council shall prescribe. The Chief shall have power to appoint an Assistant Chief of the Fire Department to hold such office during the pleasure of the Chief and two deputies to the Assistant Chief to hold such office during the pleasure of the Chief. In making appointments for the deputies to the Assistant Chief, the Chief shall seek recommendations from the volunteer companies. The Deputy Chief shall be appointed by the City Administrator and shall have such tenure as may be provided by the Civil Service Law. The Chief, the Deputy Chief and Assistant Chief of the Fire Department shall perform such duties and possess such powers as shall be prescribed by the Common Council and/or the civil service administrator or for the City of Poughkeepsie, as the case may be. The person serving as Deputy Chief must be a resident of the City of Poughkeepsie.~~

The Chief of the department shall be appointed by the Mayor. The Deputy Chief shall be appointed by the Mayor with recommendation provided by the Chief.

SECTION 20: Section 8-32.1 “Designation of Deputy Chief; duties in absence of Chief.”

~~The Deputy Chief shall assist the Chief and obey his orders for the extinguishment of fires when on duty, and in the absence of Chief, the Deputy Chief shall take command.~~

In the absence of the Chief, the Deputy Chief shall be in charge of the Fire Department

SECTION 21: Section 8-33 “Designation of Assistant Chief; duties in absence of Chief” is deleted as shown below:

~~**Section 8-33. Designation of Assistant Chief; duties in absence of Chief.**~~

~~The Assistant Chief shall assist the Chief and obey his orders for the extinguishment of fires when on duty and, in the absence of the Chief and the Deputy Chief, shall take command according to rank.~~

RESERVED

SECTION 22: Section 8-34 is amended to revise the title and text as follows:

Section 8-34. Authority of Chief, ~~Assistant Chief~~ and Deputy Chief at fire.

The Chief, ~~the and Deputy Chief and Assistant Chief of the Department~~ shall have full and absolute power at all fires to order and direct the ~~firemen and fire wardens~~ **firefighters and fire officers** in the management of the fire engines and other apparatus for the extinguishment of fires.

SECTION 23: Section 8-35 is amended to revise the title and text as follows:

Section 8-35. Command of Department in absence of Chief, ~~Assistant~~ Deputy Chief.

In case of absence of the Chief **and Deputy Chief** of the Department ~~and his Deputy and Assistant~~ from any fire, the **on duty shift commander** ~~captain in charge~~ shall take command of the Fire Department. ~~The deputies to the Assistant Chief shall be appointed from among the ranks of the volunteer companies and shall have authority only within the ranks of the volunteer companies subject to the command of the Department as otherwise provided by law.~~

SECTION 24: Section 8-36 “Selection of captain, lieutenants” is deleted as shown below:

~~Section 8-36. Selection of captain, lieutenants.~~

~~The captain and lieutenants of the volunteer companies shall be elected by ballot by the companies to which they respectively belong, and the secretaries of the different companies shall notify the Common Council of such election and, when elected, shall hold their respective offices until others are elected in their places, unless the Common Council shall otherwise direct.~~

RESERVED

SECTION 25: Section 8-37 “Duties of captain, lieutenants” is deleted as shown below:

~~Section 8-37. Duties of captain, lieutenants.~~

~~Upon every alarm of fire, the captain and lieutenants shall immediately repair thereto, with the engines and equipment in their charge, and there work and manage the same under the direction of the Chief of the Department and his Assistants, in the most effective manner, until dismissed by the Chief.~~

RESERVED

SECTION 26: Section 8-38 “Uniform badge to be worn” is amended as follows:

~~A uniform badge provided by the Common Council shall be worn by all members of the Fire~~

Department, whether they be paid or volunteer members, when attending fires.

Newly hired members of the Fire Department shall receive a uniform badge.

SECTION 27: Section 8-39 “Badge to be worn on duty” is amended as follows:

All members of the Fire Department shall, ~~when on duty,~~ wear the firemen's **their department issued** badge **while wearing their Class A uniform.** ~~provided by the City on penalty of expulsion from the Fire Department for noncompliance.~~

SECTION 28: Section 8-40 is amended to revise the title and text as shown below:

Section 8-41. Return of badge when leaving Department; loss of badge.

~~No volunteer fireman shall be required to pay a fee for his badge, but upon resigning or leaving the Department, he shall return the same to the Fire Chief, and it shall be the duty of the secretary of each and every company to notify at once the Chief of the Department of the expulsion, resignation or death of the member in possession of a badge. In the event of loss of a badge, a new one may be obtained by paying such fee as will cover the expense of furnishing such badge.~~

A member’s badge must be returned upon request by the Fire Chief.

SECTION 29: Sections 8-42 through 8-51 are deleted as shown below:

Section 8-42. Giving badge away.

~~Any fireman disposing of or giving away his fire badge shall incur a penalty of \$10 and shall be subject to expulsion from the Fire Department.~~

Section 8-43. Expulsion of persons without badges from fire area.

~~Police officers on duty at fires shall be empowered to exclude and eject all persons not wearing a fire badge as provided for by this Article.~~

Section 8-44. Fire Chief to keep personnel records, report same.

~~The Chief of the Department shall keep a record of the names of the members of the different companies, specifying the company to which each member belongs, and all reductions and increases in membership of such companies and shall report the same to the Common Council annually.~~

Section 8-45. Fire Chief to keep record of membership.

~~A register shall be kept by the Fire Chief in which he shall enter the name of the fireman and the name of the company.~~

Section 8-46. Volunteer membership reports to Common Council.

~~The secretaries of the several volunteer companies, semiannually, on the first day of January and~~

~~July and upon request shall report to the Chief of the Department the names of the members of their respective companies who have ceased to be firemen by removal from the City or otherwise, the names of the persons to be recommended to the Common Council for appointment as firemen and the names of all delinquent members thereof with the nature of each delinquency.~~

~~**Section 8-47. Application for exemption certificate.**~~

~~Any volunteer fireman who shall apply for an exemption certificate shall, with such application, present to the Common Council a statement verified by his oath of the time he was in actual service as a volunteer member of the Fire Department, stating to what company or companies and the term of such service and the certificate of the captain of such company or companies giving the term of his membership.~~

~~**Section 8-48. Issuance of certificate of membership or exemption.**~~

~~All certificates of membership or exemption granted by the Common Council, as provided in Section 8-47, shall be delivered by the Chamberlain to the Chief of the Department, and by him delivered to the captain of the company of which the applicant is a member; and if such certificate of membership shall not be called for by such applicant within one month after its date, such certificate shall be void and returned by the Chief of the Department to the Chamberlain.~~

~~**Section 8-49. Records of certificates of membership and exemption.**~~

~~The Chamberlain shall keep a record of all certificates of membership and exemption, with the respective dates thereof, granted as provided in Section 8-47 by the Common Council.~~

~~**Section 8-50. Violations constituting grounds for expulsion.**~~

~~If any fireman shall neglect to attend a fire without a sufficient excuse therefor or shall refuse to do his duty in working the engine or other apparatus to which he may be attached or shall disobey the orders of the Chief of the Department or his Assistants or the officers in command or the officers of his company, he shall be liable to expulsion from the Fire Department.~~

~~**Section 8-51. Reports of disobedience, neglect by personnel.**~~

~~The Chief of the Department, or the person having command at a fire, shall report to the City Administrator the names of such firemen or volunteer firemen as have disobeyed orders or neglected or refused to attend to their duty. Volunteer firemen may be expelled from membership for such violations, by the Chief, pursuant to Section 209-1 of the General Municipal Law of the State of New York.~~

RESERVED

SECTION 30: Section 8-53 "Possession of hydrant at fire" is amended as follows:

~~Any hose company laying a line of hose from a hydrant at a fire shall retain possession of the hydrant unless otherwise ordered by the officer in command.~~

The Fire Department shall be given access to any fire hydrant, public or private, for use during an emergency.

SECTION 31: Section 8-55 is deleted as shown below:

~~Section 8-55. False alarms.~~

~~No person shall knowingly make or assist in making a false alarm of fire or willfully or otherwise turn in a false alarm of fire through any alarm box in the City nor set fire to any material or substance for the purpose of creating such false alarm.~~

RESERVED

SECTION 32. This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

2. **R-26-16**, Resolution Approving Memorandum of Agreement (MOA) between the City of Poughkeepsie and the City of Poughkeepsie Police Benevolent Association (PBA)

A motion to Approve was made by 3rd Ward Council Member Brown and seconded by 1st Ward Council Member Henry.

MOTION TO APPROVE ACTION AGENDA ITEM R-26-16 - ROLL CALL VOTE	
Yes/Aye:	1st Ward Council Member Henry, 3rd Ward Council Member Brown, 5th Ward Council Member James, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson
No/Nay:	None
Abstain:	6th Ward Council Member Christopher Grant, 8th Ward Council Member Daniel Atonna
Absent:	2nd Ward Councilmember Menist
Result:	Passed

RESOLUTION

(R-26-16)

INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS SHOOK AND PATTERSON-THOMPSON:

WHEREAS, the most recent Collective Bargaining Agreement between the City of Poughkeepsie (the “City”) and City of Poughkeepsie Police Benevolent Association (“PBA”) expires on December 31, 2024; and

WHEREAS, representatives of the City and the PBA have negotiated on and settled upon certain financial terms and conditions as set forth in the Memorandum of Agreement annexed hereto and made a part hereof, and

WHEREAS, the PBA’s membership has ratified the terms of the settlement; and

Official Minutes of the Common Council Meeting of February 17, 2026

WHEREAS, the agreement is subject to ratification by the Common Council; and

WHEREAS, it is the desire of the Common Council to authorize and approve the financial terms of the settlement; and

WHEREAS, the Common Council has determined that this resolution constitutes a Type II action as defined by the New York State Environmental Quality Review Act and 6 NYCRR Part 617,

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council does hereby authorize and approve the proposed settlement of the collective bargaining negotiations between the City and the PBA for a successor agreement for the period January 1, 2025 to December 31, 2029, containing the financial terms substantially in the same form and substance as set forth in the Memorandum of Agreement annexed hereto as Schedule "A"; and be it further

RESOLVED, that the Common Council does hereby authorize the Mayor to enter into a successor agreement with the PBA, containing financial terms substantially in the same form and substance as set forth in the Memorandum of Agreement annexed hereto, and be it further

RESOLVED, that this resolution take effect immediately.

EXHIBIT A

AMENDED MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the negotiating teams for City of Poughkeepsie (hereinafter "City") and the City of Poughkeepsie Police Benevolent Association, Inc. (hereinafter "PBA") for police officers, referred to collectively as the parties.

WHEREAS, the City and the PBA are parties to a collective bargaining agreement which has an expiration date of December 31, 2024; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of **January 1, 2025 through December 31, 2029** and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement; and

WHEREAS, upon execution of this Memorandum of Agreement by the negotiating committees of both the City and PBA, the parties agree to comply with the following:

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the PBA and City as set forth herein.

2. All terms and conditions of the collective bargaining agreement, which has an expiration date of December 31, 2024, shall remain in full force and effect except as agreed to be modified per the attached.

3. The PBA shall have, as of the date of signing this Amended MOA, ratified its terms.

4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this Memorandum of Agreement, the City shall be notified of its successful passage or failure.

5. In the event that the majority of members in attendance at the PBA ratification vote to support this Memorandum of Agreement, the City shall then place this matter on the agenda to be held no later than **February 17, 2026**, and a ratification vote of this Memorandum of Agreement shall be conducted no later than that date.

6. After ratification by the PBA and City, all new terms and conditions shall become effective immediately, except those that may have an implementation date(s) that occurs at a specific period within the contract period. All terms and conditions that have no specific implementation date shall become effective on the first (1st) day of the contract.

7. The City shall prepare a draft collective bargaining agreement which shall be placed in final form acceptable to each party and shall be signed by the parties no later than **60** calendar days after the successful ratification vote of the City. Upon signing of the collective bargaining agreement, this Memorandum of Agreement shall have no further force and effect.

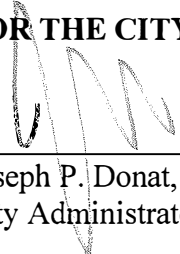
8. The City agrees that any and all retroactive money due and owing, if any, shall be paid no later than **ninety (90)** calendar days after the ratification vote of the City to all unit members who were employed during the expired contract period.

9. The parties agree that upon approval of the City Council by resolution after ratification by the PBA, this Memorandum of Agreement shall have the full force and effect of the collective bargaining agreement between the parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval by the City Council by resolution, the parties agree that a successor collective bargaining agreement to the one that has an expiration date of December 31, 2024 shall reflect the following terms as attached to this Memorandum of Agreement.

FOR THE CITY


FOR THE PBA



Joseph P. Donat,
City Administrator

1/23/2026

Date



Kevin Van Wagner,
President

1/23/2026

Date

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TERMS

1. Article 2 shall be amended to provide for the following Term of Agreement: 5 years January 1, 2025 through December 31, 2029.
2. Article 19 shall be amended to provide for the following Salary increases:

2025 – 3.90% retroactive to January 1, 2025
 2026 – 3.60%
 2027 – 3.50%
 2028 – 3.50%
 2029 – 3.50%

These will be set forth in the Agreement at Article 19, Section 1 as follows:

Step	Years of Service	1/1/23*	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28	1/1/29
1	Trainee Police Officer (a)	\$57,297	\$60,448	\$62,805	\$65,066	\$67,343	\$69,700	\$72,140
2	Starting Police Officer	\$59,685	\$62,967	\$65,423	\$67,778	\$70,150	\$72,605	\$75,146
3	After 1 Year Police Officer	\$72,815	\$76,820	\$79,816	\$82,689	\$85,583	\$88,579	\$91,679
4	After 2 Years Police Officer	\$76,396	\$80,597	\$83,749	\$86,755	\$89,791	\$92,934	\$96,187
5	After 3 Years Police Officer	\$81,171	\$85,635	\$88,975	\$92,178	\$95,404	\$98,743	\$102,199
6	After 4 Years Police Officer	\$100,866	\$106,414	\$110,564	\$114,544	\$118,554	\$122,703	\$126,997
	NRU	\$102,884	\$108,542	\$112,775	\$116,835	\$120,924	\$125,157	\$129,537
	Detective (First 2 Years in Grade) (b)	\$106,919	\$112,800	\$117,199	\$121,418	\$125,668	\$130,066	\$134,619
	Detective (After 2 Years in Grade) (c)	\$110,126	\$116,183	\$120,714	\$125,060	\$129,437	\$133,967	\$138,656
	Sergeant(s) (d)	\$115,631	\$121,991	\$126,749	\$131,311	\$135,908	\$140,664	\$145,588
	Administrative Sergeant(s) and Detective/Sergeant(s)(e)	\$121,416	\$128,094	\$133,090	\$137,881	\$142,707	\$147,701	\$152,871
	Lieutenant(s) (f)	\$127,197	\$134,193	\$139,427	\$144,446	\$149,501	\$154,734	\$160,150
	Detective Lieutenant(s) (g)	\$133,557	\$140,902	\$146,397	\$151,667	\$156,976	\$162,470	\$168,156

*This MOA includes rates that were agreed upon in an out of contract MOA dated December 21, 2022 but never incorporated into the prior agreement. This is included herein simply for historical recordkeeping purposes of the rate structure.

3. Longevity – Article 19, Section 2 shall be amended as follows:

<u>Years of Service</u>	<u>Effective 7/1/25</u>
Start of 6 th through 8 th	4% of base wages
Start of 9 th through 11 th	6% of base wages
Start of 12 th through 15 th	8% of base wages
Start of 16 th and above	10% of base wages

4. Staffing – Article 33, Section 3 shall be amended to add the following language.

a. The number of bargaining unit positions shall be reduced from ninety-six (96) to eighty-six (86) for 2025. This reflects the reality that the Department has been working with reduced officer numbers for over ten (10) years. By reducing the number of contracted positions, this allows the City to reallocate funds to the City’s current officers to retain our current talent.

As of January 1, 2026, the number of bargaining unit positions shall increase to eighty-seven (87).

As of January 1, 2027, the number of bargaining unit positions shall increase to eighty-eight (88).

As of January 1, 2028, the number of bargaining unit positions shall increase to eighty-nine (89).

As of January 1, 2029, the number of bargaining unit positions shall increase to ninety (90).

The above shall represent the contracted number of bargaining unit positions but nothing shall prevent the City from hiring above that number should hiring trends change or should additional funding become available as discussed below.

b. While the contracted number of bargaining unit positions is being reduced to reflect the reality of manpower, it is always the City’s hope that the police force can grow. To that end, the City agrees to use its best efforts to apply for all available federal, state or local grant money to hire additional police officers if the number of occupied bargaining unit positions reaches ninety (90).

c. The City shall keep the PBA apprised at all stages of the grant application.

d. The PBA shall be kept apprised of the work or duty assignment of any bargaining unit members hired using the awarded grant money.

5. Article 6 shall be amended as follows:

DUES CHECKOFF

SECTION 1. The PBA shall receive, on a bi-weekly basis via direct payment (a/k/a bank transfer), a membership dues and assessment deduction check, upon presentation of the dues and assessment deduction authorization cards signed by individual employees of the Department who are voluntary members of the PBA.

SECTION 2. All employees of the Department who are not voluntary members shall pay an Agency Shop Fee established by the PBA, which shall be deducted and forwarded on a bi-weekly basis via direct payment.

6. Article 8, Section 3, Subsection A to be revised as follows:

A. The City shall have a maximum of one hundred and eighty (180) calendar days from the occurrence of an alleged infraction of departmental adopted Rules and Regulations to bring formal charges against an employee covered by this Agreement. The one hundred and eighty (180) calendar day period will begin to run when the alleged infraction was actually committed, or from that point in time when the alleged commission should have been discovered through the reasonable efforts and due investigatory diligence of the City. The one hundred and eighty (180) calendar day period shall be tolled by the personal service upon the employee of written charges, in duplicate; signed by the official preferring such charges.

7. Article 8, Section 3, existing Subsection E shall be deleted and replaced with the following:

E. The Hearing shall be conducted by an independent hearing officer to be agreed to by the City and the employee against whom disciplinary action is proposed. If the parties are unable to agree upon a hearing officer, the hearing officer shall be selected from a list of seven names to be provided by the American Arbitration Association.

8. Article 10: Working Conditions, Section 8, subsection E shall be revised to amend the last paragraph as follows:

Subsection E: ...

With the addition of one (1) police officer assigned to the unit, the work schedule may include Sunday through Thursday. In that event, the Chief of Police shall canvass the unit for a volunteer to work Sunday through Thursday. In the event there is more than one (1) volunteer, the selection shall be by seniority. In the event there is no volunteer, the additional employee shall work the Sunday through Thursday work schedule.

9. Article 10: Working Conditions, Section 8, subsection G shall be revised to amend the first paragraph as follows:

The Detective Sergeant's work schedule and tour of duty shall be Monday through Friday from 8:00a.m. to 3:30 p.m. except Wednesdays, when the hours shall be 8:00 a.m. to 5:00 p.m. for meeting purposes (if there is no meeting or the meeting ends prior to 5:00 p.m., the Detective Seargent is dismissed),. for two (2) consecutive weeks and 3:30p.m. to 11:30 p.m. for two (2) consecutive weeks, and repeat the cycle. When working the 3:30p.m. to 11:30 p.m. tour of duly, he/she will receive the differential pay of the "C" line, as set forth in Article 19, Section 13.

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10. Article 10: Working Conditions, Section 8, subsection H shall be revised to delete the following language as shown:

11. Article 10: Working Conditions, Section 8, subsection N shall be amended to read in full as follows:

N. Number of Employees in Patrol Units:

- | | |
|--|-----------------------|
| 1. Overall for tours of duty minimum | 33 plus 9 supervisors |
| 2. Overall for the "B" line tour of duty minimum | 11 plus 3 supervisors |
| 3. Overall for the "C" line tour of duty minimum | 11 plus 3 supervisors |
| 4. Overall for the "A" line tour of duty minimum | 11 plus 3 supervisors |

a. A minimum of 33 Officers plus 9 Supervisors shall be assigned to Patrol with a minimum of 11 officers plus 3 Supervisors for each tour of duty (All Officers not covered by #2 below shall bid for and obtain tour of duty based on seniority)

b. If the Chief desires to reassign an employee after bids are completed:

- i. The Chief shall seek volunteers, and any volunteer(s) shall be reassigned (with preference based on seniority) before any other employee(s) are required to be reassigned;
- ii. Officers will not bid a patrol assignment until the bid after they have completed 1-year post field training (i.e. an officer who completes field training in June 2025 would not bid until fall of 2026 for the January 2027 assignments) and may be reassigned twice per year with a minimum of fourteen (14) days' notice;
- iii. If (i) and (ii) are exhausted, the least senior officer may be reassigned one time per year with a minimum of fourteen (14) days' notice. The officer shall not be reassigned if they have more than three (3) years with the Department.
- iv. If (i), (ii) and (iii) are exhausted, the least senior officer on a shift may be reassigned one time per year with a minimum of fourteen (14) days' notice. The officer shall not be reassigned if they have more than five (5) years with the Department.

Three (3) employees shall be allowed off each tour of duty. The three (3) employees off policy is for the purpose of taking compensatory time, holiday time, vacation time, or personal leave day(s). It shall not include an employee(s) who is on GML Section 207c status, restricted duty, light duty, military leave, bereavement leave, jury duty, or sick leave. The procedure set forth below shall be used to provide for minimum staffing levels on each patrol tour of duty as follows:

<u>Tours of Duty</u>	<u>Minimum Staffing Levels</u>
"A" Line - 12 midnight to 8:00 am	5
"B" Line - 8:00 am to 4:00 pm	5
"C" Line - 4:00 pm to 12:00 midnight	5

There shall be a minimum of one (1) employee working each tour of duty Traffic, Traffic/Park Main St, Community Policing (General Assignment), Community Policing (Directed Patrol) Monday through Friday (0600hrs-1800hrs, 1500hrs-0200hrs).

- I. In the event that a Community Policing/Traffic, Traffic/Park Main St, Community Policing (General Assignment), Community Policing (Directed Patrol) tour of duty does not have a minimum of at least three (3) members assigned to work that tour of duty, then there shall be no minimum number of employees required to work that tour of duty.
- II. The Chief of Police or his designee shall also have the right to make an exception to allow additional members time off.

The one (1) employee working policy is for the purpose of taking compensatory time, holiday time, vacation time, chart leave, or personal leave day(s). It shall not include an employee(s) who is on GML section 207-c status, restricted duty, light duty, military leave, bereavement leave, jury duty, or sick leave.

For the purposes of selecting vacation and time off, the following members shall be considered part of the "Detective Division:" Detectives, School Resource Detective and Neighborhood Recovery Detective. There shall be a minimum of two (2) employees working each tour of duty (0800-1530 hrs, 1500 hrs – 0200 hrs).

- i. In the event that a Detective Division tour of duty does not have a minimum of at least four (4) members (Detectives, School Resource Detective and Neighborhood Recovery Detective) assigned to work that tour of duty, then the minimum number of members(s) required to work shall be one (1).
- ii. In the event that a Detective Division tour of duty does not have a minimum of at least three (3) members (Detectives, School Resource Detective and Neighborhood Recovery Detective) assigned to work that tour of duty, then there shall be no minimum number of employees required to work that tour of duty.
- iii. The Chief of Police or his designee shall also have the right to make an exception to allow additional members time off.

The two (2) employees working policy is for the purpose of taking compensatory time, holiday time, vacation time, chart time or personal leave day(s). It shall not include an employee(s) who is on GML Section 207-c status, restricted duty, light duty, military leave, bereavement leave, jury duty, or sick leave.

Seniority for the purpose of selecting vacation shall be based on seniority within title. Title is defined as time in the position of Detective regardless of grade. In the event that more than one employee is promoted to the title of Detective on the same day then seniority between those employees shall be determined by seniority within this Department. Seniority will be the determining factor for granting vacation.

In the event the patrol tour of duty in question remains below minimum staffing as set forth above, the Chief of Police or designee shall then offer the opportunity to work overtime to all other employees not working the patrol tours of duty, by seniority within title, on a voluntary basis, in the following order:

1. Detectives
2. Sergeants
3. Lieutenants

In the event the canvassing to secure volunteers to fill the minimum staffing levels set forth above fails, then the least senior employee in patrol working the preceding tour of duty shall be ordered and required to work the overtime, which shall not exclude the Community Policing (General Assignment or Directed Patrol), School Resource Officer(s), Traffic/Park and Main Street or Neighborhood Recovery Unit assignments. No employee shall be ordered or required to work the overtime who has been working for sixteen (16) consecutive hours. An employee who has been ordered and required to work the overtime shall not be forced to work overtime to provide minimum staffing to a tour of duty until all other employees from that same tour of duty have been ordered and required to work overtime to meet the minimum staffing level set forth above.

The above shall be deemed waived in the event an official emergency has been declared by a public official duly authorized by law to make such declaration to provide public safety.

If squad shortages exist on Sunday or Monday, and the squad supervisor deems a need for supplemental manpower, then the Traffic/Park and Main St Officer will be used. If the squad shortage exists on Tuesday through Saturday, and again the supervisor deems a need for manpower, then the supervisor will utilize a Community Policing (General Assignment or Directed Patrol) Officer.

Patrol assignment while on Duty Incurred for minimum number of purposes only. The Chief of Police would make the replacement of the Duty Incurred person for minimum purposes while the person is actually out of work only.

Above minimums only direct the placement of the minimum levels. For the tour of duty numbers above, the minimum will be set by the Chief of Police at time of tour of patrol assignment. Within ninety (90) calendar days, the City or PBA can alter the placement of those extra officers. Once set, however, the tours of duty would remain as numbers of the remainder of the year. This number then can only be changed during the normal re-bid process.

If additional moneys are received from a source other than the City of Poughkeepsie which creates additional manpower, then the City would meet with the PBA to determine the tours of duty of the resulting manpower. The tours of duty would follow the guidelines of the source proposal. The manpower used to staff these new positions would be members of the PBA.

12. Article 10: Working Conditions, Section 8, subsection P shall be amended as follows:

All Members assigned to Community Policing; School Resource Officer (SRO/DARE); School Resource Detective (SRD); Traffic/Park and Main Street; Neighborhood Recovery Unit (NRU); Neighborhood Recovery Detective (NRD); Detective First 2 Year in Grade; Detective Lieutenant, Detective Sergeant; Detectives; Juvenile Detectives; Evidence Detectives; Administration; Lieutenant of Neighborhood Recovery; Community Policing; Community Policing (Directed Patrol); Traffic/Park and Main Street Units; Task Force; and all others working a schedule consisting of more than 243 days shall accumulate one (1) chart day every 4 weeks as well as one (1) "Bonus Chart day" at the end of each quarter. No employee shall accrue more than 17 Chart days at any given time and all Bonus Chart Days must be used within one year of being earned. Employees may cash out chart days at any time. Chart

days shall count against the calendar for the employee's assigned unit.

Employees with more than 17 chart days as of the date of ratification of this Memorandum of Agreement by the Common Council shall have one (1) year to use or cash out days to get down to 17 days.

13. Article 12, Section 1 shall be amended to revise the payments as follows:

In the second (2nd) full calendar year, and, thereafter, the employee shall receive an annual clothing allowance, as set forth below:

<u>1/1/26</u>	<u>1/1/27</u>	<u>1/1/28</u>	<u>1/1/29</u>
\$1,300	\$1,400	\$1,500	\$1,600

The payment shall be by separate direct deposit and paid in two (2) equal installments in the first (1st) pay period of March and September.

An employee who is a Detective shall receive an annual clothing allowance, as set forth below:

<u>1/1/26</u>	<u>1/1/27</u>	<u>1/1/28</u>	<u>1/1/29</u>
\$1,700	\$1,800	\$1,900	\$2,000

The payment shall be by separate direct deposit and paid in two (2) equal installments in the first (1st) pay period of March and September.

The amount to be paid shall be prorated based on the quarter in which the initial appointment occurs. (Example; 1st quarter (January-March) 100%, 2nd quarter (April-June) 75%, etc.).

14. Article 12, Section 3 shall be amended to revise the payments as follows:

	<u>1/1/26</u>
<u>Detective(s)</u>	\$800
<u>Sergeant(s)</u>	\$800
<u>Lieutenant(s)</u>	\$800

15. Article 13, Section 3 shall be amended to revise "... be paid in a separate check..." to "...be paid by separate direct deposit..."

16. Article 17, Section 1, add to end of existing text:

If an employee gives notice of intent to retire to the City no less than 12 months prior to the employee's approximate retirement date, the employee will have the benefit of receiving an additional percentage of his accumulated sick leave at retirement as shown below. The approximate retirement date need not be a specific date but may be an estimated window of 3 months. For example, an employee may give notice by December 31, 2025 of the intention to retire between January 1, 2027 and March 31, 2027, as long as

notice is provided more than 12 months before the beginning of the window. The City will prepare a form for use by employees in submitting this notice.

In the event an employee does not retire by the approximate retirement date and continues employment, the employee will forfeit this benefit and revert to the 50% benefit/60% benefit and at no time in the future will the employee be eligible for the higher benefit (an exception may be permitted in the event the employee revokes the intended retirement date due to an emergency or significant change in financial circumstances, which shall require the employee to request such exception in writing to the City Administrator in his/her sole discretion but which shall not be unreasonably denied):

<u>Sick Leave Days</u>	<u>Percentage Paid with 12 months notice</u>
1-165	60%
165 and above	75%

Employees retiring less than 1 year from the date of ratification of this Memorandum of Agreement by the Common Council shall have 30 days from the date of ratification of this Memorandum of Agreement by the Common Council to notify the City of their intention to retire in order to receive the buyout.

17. Article 17, Section 4 shall be amended as follows:

<u>Sick Leave Used</u>	<u>Bonus Amount effective 1/1/26</u>
0 Days	\$1200
1 Day	\$750
2 Days	\$500

18. Article 19, Section 6 to be amended as follows:

Employees shall be entitled to an annual stipend of \$800 payable in the employee's overtime calculation over twenty six pay periods as compensation for a Production Bonus Hazard pay. Effective July 1, 2025, this amount shall increase to \$1,100.

19. Article 19, Section 8, subsection B is deleted and replaced with the following:

B. Detective Standby

- i. Detectives shall be assigned to Stand-By for a period of twenty-four (24) hours, beginning at 8:00 a.m. and ending at 8:00 a.m. the following day.
- ii. The detective Stand-By schedule will be prepared in advance, on a yearly basis, with detectives rotating through Stand-By duties according to a pre-determined list mutually agreed upon by the parties.
- iii. The detective Stand-By schedule will be provided to the detective supervisors and the Police Chief's secretary for roll-call purposes.
- iv. For each twenty-four (24) hour Stand-By period worked, a detective will be paid the amount of \$72.50.
- v. A detective on Stand-By is permitted to exchange his or her Stand-By shift with another

detective. The detective who is seeking to exchange his or her Stand-By shift must send an email to the “Police Supervisors” email group, the replacement Stand-By detective, and the Police Chief’s secretary informing them of the change in the Stand-By. Permission to exchange a Stand-By shift is not required. Such email shall be sent no later than forty-eight (48) hours before the Stand-By shift to be exchanged, unless otherwise approved by the Chief of Police or designee.

20. Article 19, Section 13 shall be amended to change the pay amounts as follows:

	<u>1/1/26</u>	<u>1/1/27</u>	<u>1/1/28</u>	<u>1/1/29</u>
"A" Line - 12:00 midnight to 8:00 am	\$75/wk	\$80/wk	\$85/wk	\$90/wk
"C" Line - 4:00 pm to 12:00 midnight	\$70/wk	\$75/wk	\$80/wk	\$85/wk

21. Article 19, Section 14 – amend to include new pay scales effective January 1, 2026 and to add a note (**) regarding drones

Emergency Services Unit (ESU),* HNT, EMT, DRONE** & FIREARMS shall receive \$1,000 effective January 1, 2026.

Certified Crime Scene Technician (CST) or Certified Accident Reconstructionist shall receive \$1,500 effective January 1, 2026.

Certified Field Training Officer (FTO) or assigned Police Officer by the Chief of Police or designee - \$50 for each tour of duty or part thereof when performing this training, effective January 1, 2026.

**To receive this payment, the individual must obtain a certification for drone operation and complete any required recertifications necessary.

22. Article 19, Section 15 – Amend as follows:

SECTION 15. CELL PHONES

Effective January 1, 2017, all Detectives and employees assigned to the Neighborhood Recovery Unit (NRU), shall be issued a cell phone, at no cost to the employee, for official Police Department use only.

Within one year of ratification of this MOA by the Common Council of the City of Poughkeepsie [date to be inserted into contract when integrated] – all Detectives and employees assigned to TARU and any Certified Crime Scene Technicians (CST) shall be issued a cell phone, at no cost to the employee, for official Police Department use only.

23. Article 20, Section 2, the education incentive shall be amended as follows:

	1/1/25	1/1/26	1/1/27	1/1/28
Associate degree – grandfathered only for those employees receiving the benefit as of 1/1/26	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
Bachelor’s Degree	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00
Master’s Degree	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

24. Article 20, Section 2, the language incentive shall be increased to \$2500 effective January 1, 2026.

25. Article 21, Section A shall be amended to revise the reference to “by separate check” to “by separate direct deposit.”

26. ARTICLE 21, Section A, revise the following clauses and add new language as follows:

An employee hired after December 31, 1989 shall pay twenty percent (20%) of such health insurance premium. An employee hired after December 31, 1989 who accumulates and maintains eighty-five (85) sick leave days or more shall receive one hundred percent (100%) of the individual or dependent health insurance premium paid by the City, until such sick leave accumulation falls below the eighty-five (85) days. An employee who has earned sick leave incentive day(s) shall have those day(s) applied towards the eighty-five (85) day accumulation requirement set forth herein. The determination of premium payment shall be made on the first (1st) calendar day of the upcoming month. However, in no event shall the contribution from an employee that does not accumulate and maintain the eighty-five (85) sick leave days exceed 9% of the current Base Wage for a Step 5 Police Officer as set forth in Article 19, Section 1 of this contract.

An employee hired between July 1, 2018 and prior to January 1, 2026 shall contribute 15% of such health insurance premium without regard for accumulated sick days however in no event shall such contribution exceed 9% of the current Base Wage for a Step 5 Police Officer as set forth in Article 19, Section 1 of this contract.

An employee hired after January 1, 2026 shall contribute 20% of such health insurance premium without regard for accumulated sick days. For all employees hired after January 1, 2026, health insurance premiums shall not exceed 10% of the current Base Wage for a Step 5 Police Officer as set forth in Article 19, Section 1 of the current CBA.

27. Article 21, Section B: Effective January 1, 2026, the buyout shall be:
- a. Fifty percent (50%) of individual plan
 - b. Thirty five percent (35%) of family plan.

28. Article 33, Section 1 shall be revised as follows:

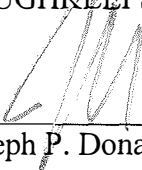
Payroll Information – All payroll will be made by direct deposit. The City shall include in each employee's payroll stub, all of his/her leave amounts (i.e., vacation, sick leave, holidays, personal leave, compensatory time, etc.) to date.

The City shall provide, in the payroll period in which it occurs, the employee's change in Base Wage Step or longevity movement.

Each employee's payroll stub shall be provided in a secure envelope or by secure electronic login for privacy purposes each payroll period.

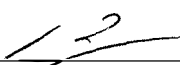
The City shall make payroll direct deposits on or before Friday of each pay period.

FOR THE CITY OF
POUGHKEEPSIE



Joseph P. Donat, City Administrator

FOR THE CITY OF POUGHKEEPSIE
POLICE BENEVOLENT ASSOCIATION, INC



Kevin VanWagner, President

Dated: 1/23/2026

Dated: 1/23/2026

XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:

XII. MAYOR'S COMMENTS:

I apologize for not being at the public hearing, but I was just at the fire on South Cherry Street. It was pretty bad fire, but no one was hurt. I want to thank one of our police officers — Officer Barbagalo — who actually saw the fire and went in to get people out of the house, which was a heroic effort on his part. Our fire department performed excellently, managing a three-alarm fire with multiple departments working together, all without injuries. I'm proud of how our teams responded, including the building department, which ensured that displaced families received assistance from the Red Cross. And I have to say, even the owner of the building was there as well, he was very compassionate, very concerned about what was happening to his tenants.

I also want to address an important issue regarding bills, particularly concerning those with malfunctioning water meters. It's not fair to send out high bills expecting immediate payment. The finance department is able to arrange payment plans and I encourage people to reach out to them if they are struggling. Our priority is keeping people in their homes, and I'm proud that we've reduced the number of properties in foreclosure significantly. We're committed to supporting our community through these tough times.

Additionally, I want to recognize Council Member Terricienna Brown and congratulate her on her achievements. Along with other community members, she was honored at the recently held Lincoln-Douglass Luncheon. Well deserved.

I was at Congressman Pat Ryan's *State of the Hudson Valley* address. I'm very pleased about the work that he is doing in advocating for Hudson Valley, especially for the City of Poughkeepsie, and there, soon we'll be able to share an announcement regarding funding that we're able to receive, so I'm looking forward to that. I encourage everyone to stay informed by signing up for The Buzz newsletter for updates.

We have been actively addressing issues in the community, such as problems with the heat and elevators at the RIP and Eastman apartments, as well as other concerns. I ask that if you notice issues, please alert us so we can act quickly as we have the ability to hold the owners accountable. It will also allow us to keep our residents safe and informed.

Last week, I addressed questions about the Flock system and requested that any inquiries be submitted through a FOIL request for clarity. Our city has been utilizing the Flock system for three years under a five-year contract, costing about \$25,000 annually. This investment is essential for the safety measures it provides for Poughkeepsie residents.

I want to emphasize that the Flock system helps us manage issues effectively and that it has proved beneficial. The company assures us that they handle data responsibly and do not share sensitive information with external agencies like Homeland Security. I understand there are concerns about privacy and data use, and we are committed to ensuring all information is secure.

I also encourage residents to submit their questions formally through the FOIL system so we can assist you properly. It's disingenuous when residents come to council meetings each week stating that the administration is not forthcoming with requested information. There's a process and I ask that you follow through on that and follow the proper channels. However, as mayor, I am still in favor of the Flock system and what it does to ensure the safety and security of our residents.

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

I would just like to thank everyone for coming out. I thank everyone that's tuned in as well. I also want to mention, of course, we all just attended NYCOM and got some very good information about the lead pipes. This will not be an easy task to accomplish given the size and scope of the lead pipes in our municipality.

I want to recognize the MBK community. Our MBK fellows attended the *Stand and Deliver Conference* in Albany where they were recognized by the Secretary of State. One of our fellows will be attending Morehouse College and the other one will be attending Fordham University.

We lost an icon of the Civil Rights movement, Jesse Jackson. He was one of the first civil rights leaders to talk about the Rainbow Coalition and civil rights for everyone. Of course, he's probably most famous for working alongside Martin Luther King, Jr. as well as when he ran for President.

I want to share my thoughts about Poughkeepsie. While some people express their frustrations with the city, I believe it is a good place. Although some national political narratives resonate here, many don't apply to our community. We've got to recognize that local context—especially regarding our police department—plays a significant role in how we view our city.

For instance, I recently had a positive interaction with Detective Beam, which reminded me of how School Resource Officer (SRO) Beam, made an impact on students during my time in school. It's heartening to see that these officers maintain connections within the community. This kind of engagement is something special about Poughkeepsie, fostering a sense of safety and familiarity that may not exist in other places.

Despite some struggles, our police department is making strides to improve. Crime statistics indicate a decline in various offenses, including homicides and property crimes, thanks to initiatives like the use of surveillance cameras. While challenges remain and there may be negative influences, we should acknowledge the positive steps our police force is taking to keep our community safe and thriving.

Thank you.

XIV. ADJOURNMENT:

At 7:25pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 6th Ward Council Member Grant.

Dated: February 20, 2026

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, February 17, 2026.

**Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain**

[*Comments Submitted via email:](#)

Dear Common Council Members,

I am writing to express my concern regarding the recent surge in large retroactive water bills and penalty charges affecting our community. These charges, which stem from long-term estimated billing dating back to 2020, are particularly burdensome for seniors and residents on fixed incomes.

I have already heard from neighbors whose outstanding balances were transferred to escrow, resulting in increased mortgage payments. This situation is causing significant financial strain for many in the neighborhood.

I look forward to hearing how this issue will be addressed.

Sincerely,

Anne O'Brien