Village of
Pleasantville

Village Hall
80 Wheeler Ave, 2nd Floor
Pleasantville, NY 10570

# PLEASANTVILLE VILLAGE BOARD OF TRUSTEES WORK SESSION MEETING

**To: Village Board of Trustees Work Session Members:**

There will be a meeting of the Pleasantville Village Board of Trustees Work Session on Tuesday, October 13, 2026 at 7:00 PM, at Village Hall 80 Wheeler Ave, 2nd Floor Pleasantville, NY 10570.

## AGENDA

Discussion/Topics

6:00PM Executive Session: Discussion of the employment history of a particular person; discussion regarding the proposed acquisition or lease of an interest in real property where publicity could substantially affect the value thereof; and discussion regarding the potential sale of specific Village-owned property where publicity could substantially affect the value thereof

7:00PM: Continued discussion regarding the Pleasantville Music Festival

7:30PM: Discussion of proposals for traffic signal analysis and traffic study peer review
2026-10-06 NV5-VoP Agreement - Manville Rd Traffic Analysis & Nannahagan....pdf

**VILLAGE BOARD OF TRUSTEES WORK SESSION AGENDA ITEM REPORT**

6:00PM Executive Session: Discussion of the employment history of a particular person; discussion regarding the proposed acquisition or lease of an interest in real property where publicity could substantially affect the value thereof; and discussion regarding the potential sale of specific Village-owned property where publicity could substantially affect the value thereof

**VILLAGE BOARD OF TRUSTEES WORK SESSION AGENDA ITEM REPORT**

7:00PM: Continued discussion regarding the Pleasantville Music Festival

**VILLAGE BOARD OF TRUSTEES WORK SESSION AGENDA ITEM REPORT**

7:30PM: Discussion of proposals for traffic signal analysis and traffic study peer review

**ATTACHMENTS:**
2026-10-06 NV5-VoP Agreement - Manville Rd Traffic Analysis & Nannahagan....pdf

October 6, 2026

Mr. Anthony R. Carr, PE, CFM
Superintendent of Public Work/Village Engineer
Village of Pleasantville
80 Wheeler Avenue
Pleasantville, NY 10570

**Re:** **Proposal for Traffic Engineering Services Associated with Manville Road Traffic Signals & Peer Review of Nannahagan Road Traffic Calming Study**

Dear Mr. Carr:

NV5 is pleased to present the following proposal to provide the Village with transportation planning and engineering services for the following two (2) tasks:

> ***Task 1:*** *Traffic Engineering Services for Evaluation of Manville Road Traffic Signals at Washington Avenue/Wheeler Avenue/Parking Lot Driveway, and Grant Street/Memorial Plaza*
>
> ***Task 2:*** *Peer review of a Traffic Calming Study for Nannahagan Road and Ashland Avenue near Pleasantville Middle School and Pleasantville High School*

## Scope of Work

### Task 1 – Traffic Engineering Services for Evaluation of Manville Road Traffic Signals

The following two (2) signalized intersections along Manville Road (NY-117) are subject to data collection, operational analysis, documentation, and development of appropriate mitigation measures:

1. Manville Road & Washington Avenue/Wheeler Avenue/Parking Lot Driveway
2. Manville Road & Grant Street/Memorial Plaza

NV5 will evaluate existing traffic operations and identify potential signal optimization, lane-use modifications, and other improvements to reduce delay, improve traffic flow, and enhance safety. The traffic analysis will comply with applicable NYSDOT and Village of Pleasantville requirements and will include data collection, operational analysis, documentation, and development of appropriate mitigation measures.

1.1. Data Collection

NV5 will conduct a traffic data collection program to establish existing conditions at the study intersections. Intersection Turning Movement Counts (TMCs) will be collected using Miovision cameras during the following weekday and Saturday peak periods:

Weekday AM: 7:00 AM–10:00 AM
Weekday Midday: 11:00 AM–2:00 PM
Weekday PM: 4:00 PM–7:00 PM
Saturday Midday: 11:00 AM–2:00 PM

Vehicle classification, bicycle, and pedestrian crossing volumes will be collected concurrently with the TMCs. Traffic count data will be summarized in 15-minute intervals.

1.2. Field Observations

NV5 shall conduct on-site field observations during the analysis periods to document existing conditions and identify factors that may affect traffic operations. Observations will include queue lengths and duration, queue spillback, parking activity and turnover, as well as other activities that could impact traffic operations. NV5 will also observe vehicle detection and signal operations,

including whether vehicles appear to be consistently detected by the existing pavement loop detectors and whether any apparent detection issues may be contributing to delays or inefficient signal operations.

1.3. Existing Records Request
Signal phasing and timing data for each study intersection will be requested of NYSDOT via a FOIL request by NV5's project team. The existing records will be reviewed to confirm accuracy with existing conditions.

1.4. Traffic Capacity Analysis
NV5 will prepare balanced traffic volume flow maps and evaluate existing traffic operating characteristics at each traffic analysis location. The analysis will include volume-to-capacity (v/c) ratios, average delay per vehicle, level of service (LOS) per lane group and for the overall intersection, as well as average and 95th percentile queue lengths. This analysis will be conducted with Synchro 12 traffic analysis software using the Highway Capacity Manual (HCM) methodology.

1.5. Identification of Improvements
NV5 will identify and evaluate potential signal optimization, geometric, and lane-use improvements under the Build Condition, that could improve operations at the study intersections without significantly degrading the operations of individual lane groups. Lane groups where it is not feasible to improve traffic conditions better than Level of Service (LOS) E will be identified. For each Build alternative, NV5 will evaluate v/c ratios, vehicle delay, LOS, and queue lengths at the study intersections. Up to two (2) Build alternatives will be analyzed.

1.6. Deliverables
NV5 will prepare a Traffic Study Memorandum documenting the Existing and Build traffic conditions, traffic analysis methodology, analysis results, and recommended physical and operational improvements at the study intersections.

1.7. Meetings
This task includes up to two (2) meetings to discuss the traffic analysis, findings, and proposed improvements. It is anticipated that one meeting will be required with the Village and one meeting will take place with NYSDOT.

## Task 2 – Peer Review of a Traffic Calming Study for Nannahagan Road and Ashland Avenue

NV5 will conduct a peer review of the Traffic Calming Study recently completed for Nannahagan Road and Ashland Avenue in the Village.

2.1 Peer Review
NV5 will review the study and evaluate the indicated measures intended to improve vehicular and pedestrian safety. The traffic calming study and associated Memorandum 1A prepared by DTS Provident Design Engineering, LLP (DTS Provident) will be reviewed.

The technical approach will include primarily two portions: (1) a cursory review of the traffic analysis and methodology and (2) a review of the concept plans.

(1) The first portion includes an assessment of the traffic analysis methodology and cursory review of the traffic data such as traffic volumes, vehicular speeds, and geometric features. This review will help inform the review of the concept plans.

(2) In addition to a quality assurance check, the concept plans proposed in the traffic calming study will be reviewed with respect to expected effectiveness, roadway operations, vehicular safety, pedestrian and bicycle accommodations, emergency vehicle access,

maintenance considerations, and consistency with accepted transportation engineering practices. If deficiencies in proposed safety improvements are discovered, alternative recommendations will be developed and documented.

2.2 Deliverables
NV5 will prepare a technical memorandum summarizing findings and recommendations, including any alternative traffic calming measures that may be identified to enhance vehicular/pedestrian safety. Presentation materials will be prepared as needed to convey findings and recommendations during project meetings.

2.3 Meetings
This task includes one (1) project meeting to discuss the findings of this review.

## Fee Proposal

The fee for the work described above shall be billed monthly on a percent complete basis with a breakdown for each task as shown on the attached ***Cost Proposal***.

Thank you for the opportunity to submit this proposal. We appreciate the Village considering us as part of your team and look forward to advancing this important project. Feel free to call me at (631) 891-3202 or our Project Manager, Bill Nicolle, at 631.891-3220 if you have any questions.

Very truly yours,
**NV5 New York – Engineers, Architects, Landscape Architects and Surveyors**



Stephen Normandin, P.E.
Managing Director – Long Island
Stephen.Normandin@NV5.com

**VILLAGE OF PLEASANTVILLE**

**Manville Rd Traffic Signal Analysis and Nannahagan Rd Traffic Calming Study Peer Review**

**COST PROPOSAL**

10/6/26

***NV5***

| JOB TITLE | SCOPE OF WORK TASK NUMBERS<br>Tasks and Hours | | | | | | | | | | | TOTAL | HOURLY RATE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **1.1** | **1.2** | **1.3** | **1.4** | **1.5** | **1.6** | **1.7** | **2.1** | **2.2** | **2.3** | | | | |
| Project Director / QA-QC | | | | | 1 | 1 | 1 | 1 | 1 | 1 | | 6 | $90.00 | $540.00 |
| Project Manager / Sr. Transp. Engr | 2 | 2 | 1 | 2 | 2 | 2 | 3 | 3 | 4 | 2 | | 23 | $70.00 | $1,610.00 |
| Senior Traffic Engineer | | 2 | | 10 | 8 | 8 | 3 | 6 | 4 | 3 | | 44 | $66.00 | $2,904.00 |
| Asst Civil / Traffic Engineer | | 16 | | 24 | 16 | 20 | | 24 | 10 | | | 110 | $43.00 | $4,730.00 |
| | | | | | | | | | | | | 0 | | $0.00 |
| | | | | | | | | | | | | 0 | | $0.00 |
| | | | | | | | | | | | | | | |
| SUBTOTALS | 2 | 20 | 1 | 36 | 27 | 31 | 7 | 34 | 19 | 6 | 0 | 183 | | $9,784.00 |
| **Labor** | $140.00 | $960.00 | $70.00 | $1,832.00 | $1,446.00 | $1,618.00 | $498.00 | $1,728.00 | $1,064.00 | $428.00 | $0.00 | | | $9,784.00 |
| **Total with OH & Profit (2.6 mult)** | $364.00 | $2,496.00 | $182.00 | $4,763.20 | $3,759.60 | $4,206.80 | $1,294.80 | $4,492.80 | $2,766.40 | $1,112.80 | $0.00 | | | $25,438.40 |

Multiplier 2.6

**Labor Total** **$25,438.40**

| **TASKS** | | | |
|---|---|---|---|
| | **TASK 1** | **TASK 2** | **TOTAL** |
| **1.1 Data Collection** | **$364.00** | | **$364.00** |
| **1.2 Field Observations** | **$2,496.00** | | **$2,496.00** |
| **1.3 Existing Records Request** | **$182.00** | | **$182.00** |
| **1.4 Traffic Capacity Analysis** | **$4,763.20** | | **$4,763.20** |
| **1.5 Identification of Improvements** | **$3,759.60** | | **$3,759.60** |
| **1.6 Traffic Study Memorandum (Deliverable)** | **$4,206.80** | | **$4,206.80** |
| **1.7 Meetings (2)** | **$1,294.80** | | **$1,294.80** |
| **2.1 Peer Review** | | **$4,492.80** | **$4,492.80** |
| **2.2 Technical Memorandum (Deliverable)** | | **$2,766.40** | **$2,766.40** |
| **2.3 Meetings (1)** | | **$1,112.80** | **$1,112.80** |
| **Out-of Pocket Expenses (Traffic Counts)** | **$2,500.00** | | **$2,500.00** |
| **TOTAL** | **$19,566.40** | **$8,372.00** | **$27,938.40** |
| | | | |
| **ROUNDED TOTAL** | | | **$27,939.00** |

40 Marcus Drive
Suite 201
Melville, NY 11747

# Agreement Between Consultant & Client

**Client:** Village of Pleasantville

**Address:** 80 Wheeler Avenue, Pleasantville, NY 11570

**Agreement Date:** 10/6/26

**Project**: **Traffic Engineering Services Associated with Manville Road Traffic Signals & Peer Review of Nannahagan Road Traffic Calming Study**

**Location:** Village of Pleasantville

**Project No.:** 2850725-0011255.01

The Consultant shall provide Professional Engineering services to the Client consisting of the following scope and in accordance with the terms and conditions set forth herein.

## SCOPE OF SERVICES

The scope of work shall be as detailed in NV5's ***"Proposal for Traffic Engineering Services Associated with Manville Road Traffic Signals & Peer Review of Nannahagan Road Traffic Calming Study"*** dated October 6, 2025.

## COMPENSATION AND PAYMENT

Consultant shall be compensated and paid for all services described herein in a not to exceed total of **$27,939.00** based on NV5's ***"Proposal for Traffic Engineering Services Associated with Manville Road Traffic Signals & Peer Review of Nannahagan Road Traffic Calming Study"*** dated October 6, 2025. Work shall be invoiced monthly on a percent complete basis for each of the two (2) lump sum tasks as approved by the Village based on completed work. In the event the Consultant believes that he/she will incur labor and/or reimbursable expenses beyond the scope, the Consultant shall immediately notify the Client in writing. The Consultant shall not receive any increase in the above amount absent a written contract modification issued by the Client.

Consultant shall submit invoices on a monthly basis in accordance with percentage of services rendered during the period being invoiced. Payment shall be due and payable within thirty (30) days of date of invoice. Any such obligation of client not paid within (45) days of date of invoice shall be subject to interest at (1%) one percent per month until paid in full. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Consultant in connection therewith.

**TERMS AND CONDITIONS**

**1.0 Termination**: This agreement can be terminated by either party only upon written notice of seven (7) calendar days. In the event of termination of this contract, the Consultant shall be paid for all services rendered to the effective date of written notice of termination, at contract rates plus other applicable expenses. CLIENT shall be entitled to copies of all design documents, to the extent completed at the effective date of termination.

**2.0 Ownership of Documents**: All documents prepared by the Consultant pursuant to this agreement, including sketches, design reports, drawings, CADD and/or computer design files and specifications are instruments of service in respect to the subject project. As such, the originals of all such documents shall be retained by and remain the property of the CONSULTANT. The CLIENT shall be entitled to copies of all such documents produced by the CONSULTANT for the subject project. It is understood and the parties agree that the CLIENT shall not use or reuse said documents or information contained therein for additions or modifications to the subject project, for other projects, or for completion of this project by another design professional, except by prior written agreement between the parties hereto and with appropriate compensation to the CONSULTANT for such use or reuse. Any such use or reuse by the CLIENT shall be at the CLIENT's sole risk and without liability or legal exposure to the CONSULTANT. Further, the CLIENT shall defend, indemnify and hold harmless the CONSULTANT, its officers, associates, servants, employees, consultants and agents, from and against any and all claims, demands, damages, losses or expenses of whatever kind or nature, including attorney's fees, arising out of/or claimed to arise out of any such unauthorized use or reuse of said documents or information.

**3.0 Insurance**: At all times during the terms of this Agreement the CONSULTANT shall maintain, at its own cost and expense, insurance coverage as protection from claims filed against CONSULTANT as follows:

- Workers Compensation (as required by law)
- General Liability (to person or property)
- Automobile Liability (to person or property)
- Professional Liability (errors and omissions)

Insurance shall be written by a company or companies licensed to do business in the State of New York. At the request of the CLIENT, CONSULTANT shall provide appropriate certificates thereof. In the event a claim against the CONSULTANT is brought, alleging errors or omissions by the CONSULTANT and CONSULTANT is found NOT to be legally liable, then CLIENT shall pay all costs incurred by CONSULTANT in defending itself against such claim.

**4.0 Standard of Care:** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

**4.1** It is understood and agreed that the CONSULTANT shall not be held responsible for any inaccuracies in any materials, data or records as provided to the CONSULTANT by the CLIENT, which have been prepared by any other person, firm or agency and on which CONSULTANT in its professional judgement has relied and/or utilized in the performance of the CONSULTANT's services. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

**5.0 Accuracy:** The Consultant shall be entitled to rely upon the accuracy of information, documents and survey supplied by the Owner.

**6.0 Intellectual Property:** All designs remain the intellectual property of the Consultant with license granted to Client for use under this Agreement and Project. All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by this Client for any endeavor without the written consent of the Consultant.

**7.0 Billing and Payment**: Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

**8.0 Limitation of Liability**. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or $50,000 whichever is more.

**9.0 Dispute Resolution**: Disagreement(s) between the parties to this Agreement concerning disputes, questions, or other matters relating to and resulting from the terms and conditions of this Agreement shall be submitted to nonbinding mediation if both parties consent. In the event the parties do not consent to mediation, they may pursue a resolution of the disagreement(s) through any available legal recourse. A written request for mediation shall be made to the other party within a reasonable time after the occurrence causing the disagreement(s) between the parties.

**10.0 Delay**: The CONSULTANT shall not be liable for any delay in the performance of its obligations hereunder or of any damages suffered by reason of such delay, when such delay is directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interferences or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other causes beyond its control.

**11.0 Successors and Assigns**: Each party to this Agreement binds themselves, their partners, successors, heirs and assigns to the terms of this Agreement. This Agreement cannot be assigned by either party without the prior written consent of the other party.

**12.0 No Third Party Beneficiaries**: The Agreement gives no rights or benefits to anyone other than Client and Consultant and does not create any third party beneficiaries to the Agreement.

**13.0 Mutual Negotiation**: Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated. But for the inclusion of the limitation of liability clause in the Agreement, the Consultant's compensation for services would otherwise be greater and/or the Consultant would not have entered into the Agreement.

**14.0 The Agreement**: This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not operate or be construed as a waiver of the right to insist upon strict adherence to that term or any other term of this Agreement on any other occasion. This Agreement shall be governed and construed and obligations of the parties hereto shall be determined in accordance with the Laws of the State of New York.

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The signators below hereby certify that they are duly authorized to bind their respective firms to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the day and year first above written.

Agreed and Accepted:

| | |
|---|---|
| Village of Pleasantville, NY | NV5 New York—Engineers, Architects, Landscape Architects and Surveyors |
| (CLIENT) | (CONSULTANT) |
| **Sign:** Anthony R. Carr, PE, CFM Digitally signed by Anthony R. Carr, PE, CFM Date: 2026.10.07 09:02:38 -04'00' | **Sign:** |
| **Print:** Anthony R. Carr, PE, CFM | **Print:** Stephen Normandin, PE |
| **Title:** Superintendent of Public Works / Village Engineer | **Title:** Managing Director |

**EXECUTED BY:**

VILLAGE OF PLEASANTVILLE, NY

**Sign:** _____

**Print:** Eric S. Morrissey

**Title:** Village Administrator