



*City of Bristol
Transportation Commission*

INFORMATION TO ACCESS THIS MEETING
[https://bristolct-
gov.zoom.us/TransportationCommission](https://bristolct.gov.zoom.us/TransportationCommission)

Meeting ID: 864 1955 2858
Passcode: 760959

The regular meeting of the Transportation Commission will be held on Tuesday, November 18, 2025, at 6:00 PM. in meeting room 1-3, City Hall, 111 North Main Street, Bristol, CT.

AGENDA

1. Call to Order
2. Public Participation
3. Approval of Minutes
 - a. Regular Meeting - July 22, 2205
4. Committee Reports
 - a. City Council Liaison Report
5. New Business
 - a. 2026 Meeting Calendar
 - b. Bus Shelter Maintenance Memo
 - c. RT 72
6. Old Business
7. Any other matter to come before said meeting
8. Adjournment

PER ORDER OF THE CHAIRPERSON
David Rooks



**City of Bristol
Transportation Commission
Tuesday July 22, 2025
6:00 p.m.**

Meeting Room 1-4, Bristol City Hall, 111 North Main Street, Bristol, CT 06010

Attendance: David Rooks
Cheryl Thibeault (City Council Liaison)
Stephen Coan
Lt. Berube (PD Liaison)
Joseph Hohax

Absent: Peter Del Mastro
Ramon Peters
Bruce Lindsley

1. Call to Order

Chairman Rooks called the meeting to order at 6:12 pm.

2. Public Participation-

No Public Participation

3. Approval of Minutes

a. Regular Meeting June 24, 2025

Motion made by Commissioner Thibeault and seconded by Commissioner Hoxha to accept the minutes as presented and place on file. All in favor, Motion passed.

4. Committee Reports

a. City Council Liaison Report

Commissioner Thibeault discussed the motion that came from the Committee last month regarding talking to the State to trade properties, the Todd Street Property and the parking lot the City owns at 15 East Main Street. She stated that it did get approved by the Council. She also spoke with Justin Malley on economic development of that property if it goes through with the state.

5. New Business

New PD Liaison LT Ulric Berube introduced himself to the committee.

6. Old Business

Bus stop on West Street was move, Commissioner Thibeault stated she is waiting to hear back from the State regarding the 5 stops that the commission recommended having benches and or shelter areas for riders.

7. Any other matter to come before said meeting

None

8. Adjournment

**Motion made by Commissioner Thibeault and seconded by Commissioner Coan to adjourn at 6:26 p.m.
Motion Passed. Meeting Adjourned.**

Respectfully Submitted,

Janet Little
Recording Secretary



City of Bristol
Office of Town and City Clerk
111 North Main Street
Bristol, Connecticut 06010

To: Town & City Clerk

From: Transportation Commission

Contact Person: Janet Little Telephone Number: 860-584-6277

In compliance with Section 1-225 of the Connecticut General Statutes the following is a listing of dates of the regular meetings of the **Transportation Commission**

MONTH	DATE	TIME & PLACE OF MEETING
JANUARY 2026	Tues., Jan. 20, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
MARCH	Tues., March 17, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
MAY	Tues., May 19, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
JULY	Tues., July 21, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
SEPTEMBER	Tues., Sept. 15, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
NOVEMBER	Tues., Nov. 17, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
JANUARY 2027	Tues., Jan. 19, 2027	City Hall Mtg Rm 1-3, 6:00 p.m.

Yours very truly,

(Signature) Chairman

(Signature) Secretary

(Date) Updated Calendar



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MAY	Tues., May 26, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
JULY	Tues., July 21, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
SEPTEMBER	Tues., Sept. 22, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
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JANUARY 2027	Tues., Jan. 26, 2027	City Hall Mtg Rm 1-3, 6:00 p.m.

Yours very truly,

(Signature) Chairman

(Signature) Secretary

(Date) Updated Calendar



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FEBRUARY	Tues., Feb. 17, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
MARCH	Tues., March 17, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
APRIL	Tues., April 21, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
MAY	Tues., May 19, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
JUNE	Tues., June 16, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
JULY	Tues., July 21, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
AUGUST	Tues., Aug. 18, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
SEPTEMBER	Tues., Sept. 15, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
OCTOBER	Tues., Oct. 20, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
NOVEMBER	Tues., Nov. 17, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
DECEMBER	NO MEETING	
JANUARY 2026	Tues., Jan. 19, 2027	City Hall Mtg Rm 1-3, 6:00 p.m.

Yours very truly,

(Signature) Chairman

(Signature) Secretary

(Date) Updated Calendar



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MARCH	Tues., March 24, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
APRIL	Tues., April 28, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
MAY	Tues., May 26, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
JUNE	Tues., June 23, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
JULY	Tues., July 28, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
AUGUST	Tues., Aug. 25, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
SEPTEMBER	Tues., Sept. 22, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
OCTOBER	Tues., Oct. 27, 2026	City Hall Mtg Rm 1-3, 6:00 p.m.
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Yours very truly,

(Signature) Chairman

(Signature) Secretary

(Date) Updated Calendar



Public Works | 860-584-6125

MEMORANDUM

DATE: September 8, 2024

TO: Mayor Jeffrey Caggiano
Board of Public Works

FROM: Raymond A. Rogozinski, P.E., Director of Public Works

Re: DPW BUS SHELTER MAINTENANCE – CT DOT MASTER AGREEMENT

The CT DOT has forwarded the attached Master Maintenance Agreement for bus shelters to the Department of Public Works. The information includes frequently asked questions and indicates that the CT DOT handles structural repairs to the bus shelter and the City would handle all other “light maintenance” such as snow and trash. Installation of all new bus shelters associated with CT DOT request will be paid for by the State as part of a grant by CT DOT. If approved by the CT DOT, there will be no cost to the City for the initial bus shelter installations.

The CT DOT proposed bus shelter upgrades indicated below are in response to the City’s Transportation Committee request and previous request from City residents.

CT DOT PROPOSED BUS SHELTER/ UPGRADES	DPW Comments
Gaylord Apartments (56 Gaylord St) – Install bus shelter, previous request	The City has received a number of requests over the years for a bus shelter. The proposed bus shelter would be located on private property
DeLorenzo Towers (284 N. Main) – Install bus shelter, previous request	The City has received a number of requests over the years for a bus shelter. The proposed bus shelter would be located on private property
Bristol Hospital (41 Brewster Rd) – Replace existing bus shelter	The proposed bus shelter would replace an existing bus shelter that is currently located on private property and maintained by Bristol Hospital.

Lake Ave CT DOT Commuter Lot (26 Lake Ave) – Replace existing bus shelter	The proposed bus shelter would replace an existing bus shelter that is located on and maintained by the CT DOT.
Senior Center (240 Stafford Ave) – Replace existing Bus Shelter	The proposed bus shelter would replace an existing bus shelter located on and maintained by the City of Bristol
Pine at Emmett – Install bus shelter, ridership	The proposed bus shelter would be a new bus shelter. A potential location for the bus shelter would be the additional City ROW located along D’Amato’s property (northwest section of intersection along Emmett Street).
Hefbern @ Stop & Shop – Install bus shelter, previous request & ridership	The proposed bus shelter would be a new shelter in the area of Stop & Shop. The City has received a number of requests for a bus shelter in this area. City attempts to install a bus shelter in this area have failed due to the inability to obtain an easement (Stop & Shop Plaza owner’s request for the City to indemnify liability).
Walmart on the East Bound side- Install bus shelter	Proposed new bus shelter on private property

Based on a review of the proposed bus shelter, the locations would support public transit within the City. The Senior Center bus shelter is currently on City property and is maintained by DPW. The City has received a number of requests to install bus shelters at Gaylord Apartments, DeLorenzo Towers, and Hefbern (Stop & Shop). The bus shelters at Bristol Hospital and the Lake Ave CT DOT Commuter Lot currently service the City, although the bus shelters are not maintained by the City. In addition, the proposed installation of bus shelters at Pine & Emmett and Walmart appear to correspond to a potential high use of public transit. With that said, DPW has received concerns from property owners adjacent to bus shelters associated with the location and maintenance of bus shelters. Ideally, adjacent property owners would take responsibility or assist in the maintenance of bus shelters.

In accordance with the attached BPW approved bus shelter maintenance policy, the Board of Public Works shall consider the correspondence from the CT DOT and the Bristol Transportation Committee as a formal request for the Department of Public Works to maintain the following bus shelters.

1. Gaylord Apartments (56 Gaylord St) – Install bus shelter, previous request
2. DeLorenzo Towers (284 N. Main) – Install bus shelter, previous request
3. Bristol Hospital (41 Brewster Rd) – Replace existing bus shelter
4. Lake Ave CT DOT Commuter Lot (26 Lake Ave) – Replace existing bus shelter
5. Pine at Emmett – Install bus shelter, ridership
6. Hefbern @ Stop & Shop – Install bus shelter, previous request & ridership
7. Walmart on the East Bound side- Install bus shelter.

The Senior Center bus shelter is currently located on City property and maintained by the Department of Public Works and therefore has been eliminated from the above list.

The Department of Public Works is currently coordinating to conduct an additional meeting with the CT DOT on this matter. In particular, it is unknown to DPW if any of the adjacent property owners have been approached to provide or assist in the maintenance of the proposed bus shelters, or if a City commitment to maintain all of the proposed bus shelters is required to facilitate the installation of any new bus shelters under the CT DOT grant program.

In addition, previous attempts by the City to install bus shelters have been hampered with difficulties obtaining property rights, in particular for the proposed shelter on Stop & Shop property. Although a City commitment to maintain the bus shelters, if approved by the BOW, would assist the CT DOT, it is unknown if the DOT will be able to obtain property rights.

Please feel free to contact me with any questions/concerns at 860-584-6113.

Agreement No. _____

BUS STOP ENHANCEMENT PROGRAM MASTER MAINTENANCE AGREEMENT

BETWEEN

STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

AND

THIS BUS STOP ENHANCEMENT AGREEMENT ("Agreement") is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation ("CTDOT"), acting herein by its Commissioner or duly authorized designee, and the _____ (Municipality or Transit District), acting herein by its duly authorized official, each a "Party," and collectively the "Parties".

RECITALS

WHEREAS, in an effort to standardize the appearance and functionality of Bus Stops in the State, CTDOT secured funding and initiated competitive procurements for both the design and installation of certain Enhancements at Bus Stops along CTDOT funded transit routes.

WHEREAS, [INSERT NAME OF MUNICIPALITY OR TRANSIT DISTRICT] has certain Bus Stops located along various transit routes as described in further detail in Exhibit A, attached hereto and made a part hereof;

WHEREAS, CTDOT has installed certain Enhancements at the Bus Stops as set forth in Exhibit A and desires to turn over ownership of the Enhancements to [INSERT NAME OF MUNICIPALITY OR TRANSIT DISTRICT] upon completion.

WHEREAS, in consideration for the design, procurement, and installation of the Enhancements at the Bus Stops, [INSERT NAME OF MUNICIPALITY OR TRANSIT DISTRICT] has agreed to accept ownership and management of the Enhancements at said Bus Stops, and be responsible for those certain items and standards set forth on Exhibit B at its sole cost and expense in accordance with the terms and conditions of this Agreement; and

WHEREAS, CTDOT has the authority, pursuant to Sections 13b-34 and 13b-38ff of the Connecticut General Statutes, as revised, to enter into this Agreement.

NOW, THEREFORE, subject to all the terms and conditions of this Agreement, and in consideration of the mutual covenants and agreements herein contained, CTDOT and Transit District agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following respective meanings:

(a) ADA: the Americans with Disabilities Act of 1990, Public Law 101-336.

(b) Bus Shelter: a structure providing shelter from the weather.

(c) Bus Stop: a designated location, as set forth in Exhibit A, marked and maintained by a Transit District where passengers are picked up and dropped off, and includes specific Enhancements, as defined herein.

(d) Claims: All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(e) Cure Period: Has the meaning given to it in Section 5.B.

(f) Effective Date: Has the meaning given to it in Section 15.

(g) Enhancements: Items installed or to be installed at a Bus Stop to improve customer comfort, convenience and security as well as the overall attractiveness of the Bus Stop and shall include all Transportation Amenities and Transportation Facilities as outlined in this document .

(h) Environmental Laws: Any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 *et seq.*, the Federal Oil Pollution Act of 1990, 33 U.S.C. Section 2701, *et seq.*, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. Section 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. Section 401 *et seq.*, and all rules and regulations of the United States Environmental Protection Agency, or any other State, local

or Federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

(i) Event: Has the meaning given to it in Section 7.

(j) Event of Default: Has the meaning given to it in Section 5.A.

(k) FTA: Federal Transit Administration.

(l) Hazardous Substances: Any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

(m) Highway Right-of-Way: Real property, reserved for State highway purposes, owned and controlled by CTDOT and containing the roadway, roadside, drainage systems or other appurtenances necessary for public travel.

(n) Maintenance Area: The Bus Stop and the area within a 5-foot radius from it, including any Enhancements.

(o) Other Agreements: Has the meaning given to it in Section 5.C.

(p) Parties: Municipality or Transit District's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees, contractors or subcontractors, or any one of them or any other person or entity with whom the Municipality or Transit District is in privity of oral or written contract and Municipality or Transit District intends for such other person or entity to perform under the Agreement in any capacity.

(q) Plans: The design, materials, installation details and specifications, included in Exhibit D attached hereto and incorporated herein, including the chemical or technical composition of any materials, paint, or other items used, and requirements of ongoing, continued maintenance and restoration for the Bus Stop and any Enhancements, as approved by CTDOT.

(r) Records: All working papers and such other information and materials as may have been accumulated by Municipality or Transit District in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

(s) Safety Hazard: Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

(t) State: The State of Connecticut, including CTDOT and any office, department, board, council, commission, institution or other agency or entity of the State.

(u) Structural Repair: On-site repair of damage to transit or non-transit property including Enhancements or other infrastructure that disrupts the operations of the transit agency and adversely affects the structural strength, performance, or operating characteristics of the property **excluding** immediate removal prior to safe operation.

(v) Term: Has the meaning given to it in Section 4.

(w) Transportation Amenity ("Amenity") means an item approved by the DOT, in its sole discretion, for installation or construction as part of the Project that serves as a nonfunctional accessory or aesthetic element to the functional items of the Project, including but not limited to:

- Advertisement applied or affixed to the structure or glass and the like.
- Aesthetic objects and treatments including but not limited to artwork applied to the structure or glass.
- Bench/lean rails/seating.
- Bike racks/bike storage lockers.
- Concrete and associated items including, but not limited to tactile areas, boarding pads, sidewalks, and curb ramps.
- Map cases/advertising panels/schedule holders.
- Real Time Information Signs (RTIS).
- Sign/signpost.
- Solar lighting.
- Trash/recycling receptacles.
- Wraps applied to the structure or glass.

(x) Transportation Facilities ("Facility") means any roadway, structure, building or other associated facilities, including, but not limited to, bus shelters, traffic control signals and hard-wired illumination.

2. MUNICIPAL OR TRANSIT DISTRICT WORK AT BUS STOP LOCATIONS: MAINTENANCE, REPAIR AND REPLACEMENT.

A. The initial list of Bus Stops with Enhancements thereon in Municipality or Transit District as of the Effective Date is set forth in Exhibit A. The Parties agree that Exhibit A might need to be updated from time to time as existing Bus Stop locations are relocated or removed and/or new Bus Stop locations are identified. The Parties shall update the locations of the Bus Stops by mutual written consent signed by authorized representatives from each Party without the need for a formal amendment to this Agreement.

B. The Municipality or Transit District represents that prior to the addition of any Enhancements, other than those to be located within the State Highway Right of Way it has sufficient easements, encroachment permits, or licenses to permit the installation of the Enhancements. The Municipality or Transit District shall retain ownership of the Enhancements and shall not sell, transfer, lease or mortgage any portion of the Enhancements, except for leases to use the Enhancements for mass transit and related or incidental purposes. Any such leases shall be subject to the obligations of the Municipality or Transit District under this Agreement.

C. CTDOT shall install the Enhancements in accordance with all pertinent laws, ordinances, rules and regulations, whether Municipal, State, or Federal (including but not limited to the ADA).

D. Municipality or Transit District shall, at its own cost and expense, promptly maintain and repair each Bus Stop with Enhancements as listed in Exhibit B, in compliance and accordance with the following:

- (i) the Plans as set forth in Exhibit A;
- (ii) the maintenance standards set forth in Exhibit B attached hereto and made a part hereof, as may be amended from time to time;
- (iii) FTA requirements, if applicable;
- (iv) any directive or requirement by CTDOT; and
- (v) All pertinent laws, ordinances, rules and regulations, whether State, Federal (including, but not limited to ADA), or municipal.

E. [Municipality or Transit District] shall be permitted to sell advertising space on the Enhancements but only to the extent that revenue gained from advertisers is used to pay the costs of maintaining the Bus Stops as listed in Exhibit B. [Municipality or Transit District] shall ensure that the advertising content be aligned with community standards, as determined by [Municipality or Transit District]. CTDOT reserves the right to prohibit advertising it finds to be

offensive, objectionable or in poor taste. [Municipality or Transit District] shall remain fully liable for all of its duties and obligations under this Agreement, regardless of the existence of any such maintenance contract with a third party.

F. Municipality or Transit District shall seek and obtain prior written permission from CTDOT for any, restoration, alteration, removal or other activities related to the Bus Stop that are set forth in this Agreement and waive any right to reimbursement of costs and expenses from CTDOT for any of these activities. Municipality or Transit District shall complete any further maintenance, restoration, alteration, removal or other activities to CTDOT's sole satisfaction. Municipality or Transit District acknowledges that CTDOT may inspect the Bus Stops at any time to ensure the Maintenance Area continues to conform with CTDOT's maintenance standards and policies.

G. Municipality or Transit District shall be responsible for repair and restore, to CTDOT's satisfaction, any damage to any State assets within the Maintenance Area, including, but not limited to, ADA accessible boarding areas, curbing, sidewalks, structures, vegetation, or any other appurtenances within the Highway Right-of-Way, caused by Municipality or Transit District or their contractors while performing under this Agreement. This provision shall survive the termination or expiration of this Agreement.

H. Municipality or Transit District shall provide and maintain competent and adequate engineering supervision for any repair and restoration work. If any mechanic's lien is filed against a Bus Stop, Municipality or Transit District shall promptly notify CTDOT of such filing and cause the same to be canceled and discharged of record within ninety (90) days after the date of filing thereof.

3. RELOCATION AND RESTORATION. In the event that CTDOT deems it advisable, convenient or necessary to (a) design, redesign, construct, reconstruct, install or maintain the Highway Right-of-Way, any drainage facility, sidewalk, utility, curbing or roadway, within the Maintenance Area or (b) relocate or remove a Bus Stop based on changes in transit needs, CTDOT shall be solely responsible for the cost and expense of engaging in activities related to such Enhancements or of relocating or removing the Bus Stop. Any relocation site proposed by CTDOT is not subject to Municipality's or Transit District's consent. This provision shall survive the termination or expiration of this Agreement.

4. TERM. The term of this Agreement ("Term") shall commence on the Effective Date and continue until terminated as stated herein.

a. CTDOT may terminate this agreement for any reason by giving the Municipality/Transit District thirty (30) days Official Notice.

b. The Municipality or Transit District may request termination of this Agreement, and if determined by CTDOT in its sole discretion to be in the best interests of the parties, CTDOT may approve the termination request by giving Official Notice to the Municipality or Transit District specifying the extent to which performance of work under this Agreement is terminated and date upon which termination is effective.

5. DEFAULT.

A. For purposes of this Agreement, a failure on the part of Municipality or Transit District to perform any covenant or condition of this Agreement that Municipality or Transit District is required to perform hereunder, or a breach of a representation or warranty by Municipality or Transit District hereunder shall be deemed an "Event of Default."

B. Upon the occurrence of any Event of Default by Municipality or Transit District, CTDOT shall give notice to Municipality or Transit District specifying such default. Following its receipt of such notice, Municipality or Transit District shall have thirty (30) days to cure the default specified in the notice ("Cure Period") provided, however, that if such default is reasonably susceptible of cure but not within such thirty (30) day period and Municipality or Transit District shall commence such performance within such thirty (30) day period and shall thereafter diligently pursue such performance, then CTDOT may extend the Cure Period for a reasonable period of time to allow the Municipality or Transit District to complete such performance, but such Cure Period shall not exceed one hundred twenty (120) days after receipt of such notice.

C. If the Municipality or Transit District fails to fulfill the maintenance responsibilities set forth in Exhibit B, it may be disqualified, at CTDOT's sole discretion from any future federal or state government funded projects that impart maintenance responsibilities on the Transit District or Municipality. In addition to other rights provided herein, CTDOT shall have all rights and remedies available at law or in equity, including the right to offset any reimbursable amounts due from Municipality or Transit District under the Agreement with any amounts due to Municipality or Transit District under any other agreements or arrangements that Municipality or Transit District has with CTDOT ("Other Agreements"). If Municipality or Transit District breaches, defaults or in any way fails to perform satisfactorily under any or all other Agreements with CTDOT, then CTDOT may, in its sole discretion, without more and without any action whatsoever required of CTDOT, treat any such event as an event of default.

6. ENVIRONMENTAL LAW. Municipality or Transit District shall comply strictly and in all respects with the requirements of the Environmental Laws in its performance pursuant to this Agreement. Transit District and Municipality Parties shall not allow others to store, generate or use any Hazardous Substances at, on, or under the Premises.

7. ENVIRONMENTAL EVENT AND ENVIRONMENTAL RECORDS RETENTION. Municipality or Transit District, for a period of ten (10) years following the date of termination of this Agreement, shall maintain copies of all Records required by law to be generated by it with respect to environmental conditions on the Premises and of all incidents impacting same ("Event"). For purposes of this Agreement, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under State or Federal law. Within twenty-four (24) hours following the occurrence of any Event, Municipality or Transit District shall notify CTDOT of same

in writing. Said notification to CTDOT shall be in addition to, and not in lieu of, any and all other Record keeping and reporting requirements imposed upon Municipality or Transit District by law. Upon written request by CTDOT, Municipality or Transit District shall permit CTDOT to inspect any and all Records required to be maintained hereunder and promptly shall provide CTDOT with such copies of same as CTDOT may request in writing, at no cost to CTDOT. Municipality or Transit District hereby waives any claim of privilege that may attach to said Records.

8. INSURANCE. With respect to the operations performed by Municipality or Transit District under the terms of this Agreement and also those performed by Municipality or Transit District Parties, Municipality or Transit District shall carry for the duration of this Agreement, and any supplements thereto, with CTDOT being named as an additional insured party for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to CTDOT. In the event Municipality or Transit District secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, CTDOT and the State shall be named as an additional insured.

A. INSURANCE

Municipality or Transit District shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

C. RAILROAD PROTECTIVE LIABILITY

When the Agreement involves work within fifty (50) feet of the Railroad Right-of-Way or State-owned rail property, with respect to the operations performed by Municipality or Transit District and/or Municipality or Transit District Parties, Municipality or Transit District shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or

death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) CTDOT and the State, and (v) any other party with an insurable interest. If such insurance is required, Municipality or Transit District shall obtain and submit the minimum coverage indicated above to CTDOT prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by CTDOT.

D. WORKERS' COMPENSATION

With respect to all operations Transit District or Municipality performs, and all those performed for Transit District or Municipality by Transit District or Municipality Parties, Transit District or Municipality and Transit District or Municipality Parties shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

E. CERTIFICATE OF INSURANCE

Municipality or Transit District agrees to furnish to CTDOT a Certificate of Insurance on form(s) acceptable to CTDOT, in conjunction with Items A, B, C, and D above, fully executed by an insurance company or companies satisfactory to CTDOT, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Municipality or Transit District further agrees to notify CTDOT within five (5) business days of any cancellation or material insurance coverage change as required by this Agreement.

Municipality or Transit District shall provide a copy or copies of all applicable insurance policies prior to the effective date of the Agreement and whenever requested by the State subsequent to the effective date of the Agreement. Municipality shall not begin performance under this Agreement until the policy(ies) are delivered to CTDOT and CTDOT acknowledges receipt of said policy(ies) and approves the commencement of work under this Agreement. In providing said policy(ies), Municipality may redact provisions of the policy(ies) that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. CTDOT shall be entitled to recover under the insurance policy(ies) even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.

9. NOTICE. It is mutually understood and agreed by the Parties hereto that any official notice from one Party to another Party (or Parties) is not binding unless the following criteria are met:

(a) the official notice must be in writing (hardcopy) and addressed to:

(i) when CTDOT is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546,
Newington, Connecticut 06131-7546;

(ii) when Municipality or Transit District is to receive such notice -

the person(s) acting herein as signatory for Municipality or Transit District receiving such notice;

(b) the official notice must be delivered in person, by email with acknowledgement of receipt by United States Postal Service with return receipt requested by any method identified by the mailing standards of the U.S. Postal Service, or by recognized courier; and

(c) the official notice must contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent Agreement is concluded pursuant to the adherence to this specification.

10. STATE OF CONNECTICUT REQUIRED PROVISIONS. The Parties agree that this Agreement is made subject to each and every requirement contained in the "State of Connecticut Required Provisions" set forth on EXHIBIT C, attached hereto and incorporated herein.

11. ENTIRE AGREEMENT. This Agreement, when fully executed by both Parties, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall

be binding upon either Party hereto unless in writing signed by both Parties; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of State under the laws of the State of Connecticut. Each recital and exhibit referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein.

12. NO CHANGE OR MODIFICATION. No change or modification of any of the covenants, terms or provisions hereof will be valid unless in writing and signed by the Parties. Nothing herein shall prevent the Parties from amending this Agreement pursuant to the preceding sentence. There are no understandings or agreements of any kind between the Parties with respect to the subject matter hereof, verbal or otherwise, other than as set forth in this Agreement.

13. CONFLICT. In case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

14. SEVERABILITY. The provisions of this Agreement are severable and it is the intention of the Parties that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement will be given full force and effect as completely as if the part or parts held invalid had not been included therein.

15. COUNTERPARTS. This Agreement may be signed in counterpart copies, all of which, taken together, shall constitute but one and the same document.

16. ELECTRONIC SIGNATURES. This Agreement may be executed by electronic signatures and such electronic signatures shall be deemed to be the original signatures of the Parties.

17. EFFECTIVE DATE. This Agreement shall become effective and binding on CTDOT and Municipality or Transit District as of the date it shall have been executed by both parties (the "Effective Date").

[Signature pages immediately follow.]

Agreement No. _____

The Parties have executed this Agreement by their duly authorized representatives on the date indicated.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Garrett T. Eucalitto, Commissioner

By: _____
Benjamin T. Limmer
Bureau Chief
Bureau of Public Transportation

Date: _____

MUNICIPALITY OR TRANSIT DISTRICT

By: _____
Name:
Its:

Date: _____

EXHIBIT A
(Project Description, Location of Bus Stops, List of Amenities and Associated Site Plans/Drawings)
DATE

Example Table

Unit	Date Installed	StopName	StopID	Latitude	Longitude	ProjectID
Shelter	6/1/2025	Central Row @ Main St	58	41.765839	-72.673034	State Project No. 170-5016

EXHIBIT B
Maintenance Standards
DATE

CTDOT's Responsibility

CTDOT's responsibility to the Bus Stops is limited to the Bus Shelters only as follows: structural repairs or replacement of missing or broken parts **excluding** the temporary remedy of safety hazards, replacement of broken panels, or removal of Enhancements. In the event of a replacement of Enhancements including but not limited to Real Time Information Signs (RTIS), solar panels, lightning systems is required, CTDOT, at its discretion, will provide in kind replacement according to project/program plans.

Municipality or Transit District's Responsibility regarding Bus Stops and Enhancements:

A. General Maintenance Standard:

Municipality or Transit District shall strive to keep Bus Stops clean, safe, accessible, and well-maintained as the Parties agree that properly maintained transit stops are crucial for improving both rider experience and the image of Connecticut's bus transit services. Municipality or Transit District shall retain maintenance records for a period of no less than three (3) years and provide CTDOT with such records upon request.

B. Inspection:

Municipality or Transit District shall perform monthly visual inspections required for the timely notification of issues related to the condition of installed amenities. Structural damage or missing and broken parts should be reported to CTDOT within twenty-four (24) hours of discovery.

C. Compliance with Applicable Law:

Municipality or Transit District shall pay all costs associated with routinely maintaining all Enhancements at a Bus Stop, including any costs necessary to comply with any Federal, State or local laws and regulations that are related to maintenance. Municipality or Transit District shall maintain all Bus Stops, as listed in Exhibit A, in good operational condition, including the interior, exterior, lighting, and solar panels, and in accordance with any guidelines, directives, or regulations that a transit service provider or municipality may issue or have issued, if any. Any chemicals or soaps used for cleaning or weed removal shall be in compliance with Federal, State and local laws and regulations.

D. Routine Maintenance:

Municipality or Transit District shall, at a minimum ensure that the following maintenance tasks are performed within the Maintenance Area when necessary:

- Cleaning
 - Enhancements and associated aesthetic objects and treatments must be cleaned including the removal of all dirt, litter, graffiti, and pasted material, including unauthorized postings.
 - A wash down of the Enhancements including a wipe down of any glass (or plexiglass?) surfaces.
- Trash and Litter Removal
 - All trash and litter must be collected and removed including the removal of any dead animals.
 - Trash and recycling regardless of quantities or fullness of bag must be removed.
 - Trash receptacle bags are the responsibility of Municipality or Transit District.
- Debris Removal
 - Grass, brush, trees, and shrubs must be trimmed or pruned of any obstructing foliage or overgrowth.
 - Dust and dirt shall be swept.
 - Storm drainage appurtenances must be cleared.
- Lighting Levels
 - Lighting bulbs and ballasts must be in working order and replaced when needed to maintain lighting levels.
 - Operational issues with solar components and the Real Time Information System are to be reported to CTDOT and the State funded transit service provider when discovered.
 - Hard-wired electrical connection repairs and associated maintenance are the responsibility of Municipality or Transit District.
 - The proper maintenance and operation of all RTIS installed as part of Enhancements to the Bus Stops shall be responsibility of the transit provider in the Municipality or Transit District's area.
 - The payment of energy costs for the operation of all RTIS and illumination installed under this Agreement.

E. Repairs

General repairs that do not pose safety concerns shall be completed by the Municipality or Transit District within three (3) days of notice that a repair is needed. Damaged sidewalk, boarding pads and concrete within Maintenance Area should be repaired by Municipality or Transit District.

F. Snow and Ice Removal

- Snow and ice accumulation in, on, and around the Bus Shelters must be removed within twenty-four (24) hours after the cessation of a storm.
 - A four (4) ft wide accessible path shall be cleared per ADA guidelines.
- Salt or equivalent traction control mixture shall be applied as appropriate.

G. Safety Hazards and Emergency Repair

- All safety hazards must be addressed immediately and reported to CTDOT within twenty-four (24) hours of discovery or notification of the issue.
 - Broken paneling or materials must be removed from the Bus Shelter properly and replaced with a suitable alternative.

- Repair, replacement, or removal of items or material that pose a safety problem must be performed promptly or within twenty-four (24) hours of discovery or notification.

EXHIBIT C

State of Connecticut Required Provisions

For the purposes of this document, references to “contract” or “Contract” mean this Agreement, references to “contractor” or “Contractor” mean Municipality or Transit District, and references to “Contractor Parties” mean “Municipality or Transit District Parties.”

1. Audit Clause. Audit Requirements. For purposes of this paragraph, the word “contractor” shall be deemed to mean “nonstate entity,” as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Disclosure of Records. Intentionally omitted – Not Applicable.

4. Access to Contract and State Data. Intentionally Omitted – Not Applicable.

5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. Termination for Convenience. Notwithstanding any provisions in this Contract, CTDOT, through a duly authorized employee, may terminate the Contract whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.

7. Tangible Personal Property. Intentionally Omitted – Not Applicable.

8. Indemnification.

The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Contract.

The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

- (a) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (b) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Contract. The Contractor shall not begin performance under this Contract until the delivery of the policy to CTDOT. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.
- (c) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise, or waiver by the State of any rights or defenses of any

immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have, or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

10. Summary of State Ethics Laws. Intentionally Omitted – Not Applicable.

11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may set off the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

12. Campaign Contribution Restriction. Intentionally Omitted – Not Applicable.

13. Protection of Confidential Information.

For the purposes of this Section 13, the following definitions apply:

“Confidential Information” shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that CTDOT classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

“Confidential Information Breach” shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, CTDOT or State.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement, and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of CTDOT or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

- (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify CTDOT and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess, or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, CTDOT and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from CTDOT, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate (as defined in 45 C.F.R. § 160.103) of CTDOT.

14. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of

Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

- 15. **Nondiscrimination.** Intentionally Omitted – Not Applicable.
- 16. **Health Insurance Portability and Accountability Act.** Intentionally Omitted – Not Applicable.
- 17. **Iran Investment Energy Certification.** Intentionally Omitted – Not Applicable.
- 18. **Consulting Agreements Representation.** Intentionally Omitted – Not Applicable.
- 19. **Large State Contract Representation for Contractor.** Intentionally Omitted – Not Applicable.
- 20. **Large State Contract Representation for Official or Employee of State Agency.** Intentionally Omitted – Not Applicable.
- 21. **Compliance with Consumer Data Privacy and Online Monitoring.** Intentionally Omitted– Not Applicable.

Bus Stop Enhancement Program (BSEP) Master Maintenance Agreement

Frequently Asked Questions

GENERAL

1. Are the requirements of the Agreement applicable to all Bus Stops in the Municipality or Transit District's Area?

No. The requirements of BSEP Agreement are applicable only to the specific bus stops enhanced through BSEP, as listed in the Exhibit A of the Agreement.

2. Who owns the Bus Stop Enhancements?

Municipality or Transit District assumes the ownership of the Bus Stop Enhancements upon completion of installation.

3. What federal requirements does Municipality or Transit District comply with?

Municipality or Transit District must comply with applicable Americans with Disabilities Act (ADA) of 1964 regarding its Transit Amenities and Transit Facilities. Should federal funding be utilized for BSEP, the list of applicable federal regulations will be attached to the BSEP Agreement in the form of an additional Exhibit. Currently, CTDOT is only using state funds for BSEP.

4. How should Municipality or Transit District communicate with CTDOT regarding BSEP, i.e. notify CTDOT about a safety hazard at the Bus Stop or seek permission to alter or remove any enhancements?

Municipality or Transit District should communicate via BSEP email address: dot.busstops@ct.gov

5. Can the Municipality or Transit District modify the Enhancements?

Not without written explicit permission from CTDOT.

6. Is Municipality or Transit District responsible for cost associated with any restoration, alteration, removal or other activities related to Bus Stop Enhancements after CTDOT grants permission?

Yes. Municipality or Transit District waives any right to reimbursements of costs and expenses associated with any of these activities.

7. Is Municipality or Transit District responsible for repair and restoration of any damage to State assets in the Bus Stop's Maintenance Area within Highway Right-of-Way caused by Municipality or Transit District or by their contractors?

Yes, Municipality or Transit District is required to repair and restore to CTDOT's satisfaction any damage to State assets within Enhanced Bus Stop Maintenance Area on Highway Right-of-Way.

8. Is CTDOT allowed to relocate or remove Bus Stop because of any Highway Right-of-Way, drainage, sidewalk, or roadway redesign/reconstruction?

Yes, if it advisable or necessary, and with Municipality and Transit District's consent. Any costs and expenses associated with the relocation will be responsibility of CTDOT.

9. Can Municipality or Transit District terminate BSEP Agreement?

Yes, Municipality or Transit District can request CTDOT to terminate BSEP Agreement. If CTDOT determines that it is in the best interest of the parties, it can grant the permission.

10. Is Municipality or Transit District required to comply with Environmental Laws with respect to storing, generating or using any hazardous substances on or under Maintenance Area?

Municipality or Transit District is required to comply with all relevant Environmental Laws starting with the date of installation of the Bus Stop Enhancements.

11. Can State Required Provisions in Exhibit C be modified or revised?

No, State of Connecticut Required Provisions cannot be changed, revised or modified as they are issued and approved by Attorney General Office and are applicable to all CTDOT agreements.

12. What is the difference between Transportation Amenity, Transportation Facility, and Enhancement?

- Transportation Amenity is a non-fixed, non-structural portion of the collective bus location. This includes but is not limited to trash and recycling cans, seating and railings, signage, lighting, and other aesthetic objects or treatments.
- Transportation Facilities are fixed and permanent structures at a particular location, and can include structural shelters, signposts fixed in concrete, and any hard-wired electrical fixtures.
- "Enhancement" is a generalized term to include all Transportation Amenities and Transportation Facilities and other modifications to the current bus location as specified in "Section 1. Definitions of the Agreement."

13. What is the current responsibility of the CTDOT regarding bus shelters not included in the BSEP?

CTDOT is not responsible for bus shelters not included in BSEP.

14. What is the record keeping requirement for the Bus Stop Enhancements?

All maintenance records such as work orders, purchase orders, and third-party billing should be maintained for no less than 3 years. Environmental record keeping has a ten-year timeline for record keeping for any event or incident.

MAINTENANCE

1. What are CTDOT's responsibilities in terms of repairs or replacements of Bus Stops enhanced through BSEP?

CTDOT is responsible for structural repairs or replacement of missing or broken parts excluding the temporary remedy of safety hazards, replacement of broken panels, or removal of Enhancements. CTDOT, at its discretion, will also provide in-kind replacement of RTIS, solar panels and lightning systems.

2. How are damages that cause safety hazards to be handled?

Any damage to an enhancement that may cause harm to the public must be cleared, "made safe," and reported directly to the CTDOT within 24 hours. This can include coning or taping off the area to prevent access, or complete removal of the enhancements to ensure a safe resting, boarding, and alighting area for transit riders. Non safety concerns can be rectified in three days.

3. How much of the area around the Bus Shelter is Municipality or Transit District required to maintain?

Municipality or Transit District is responsible for maintenance of Bus Stop Enhancements in the Maintenance Area which is the area of 5-foot radius from the shelter, including Enhancements.

4. Is Municipality or Transit District required to maintain Trash/recycling receptacles?

Yes. Trash/recycling receptacles installed under BSEP are part of Transportation Amenities which Municipality or Transit District is responsible for maintaining. Trash/recycling receptacles are not to be confused with electric receptacles which are not part of the BSEP.

5. What type of activities are required of Municipalities or Transit Districts to maintain Bus Stops Enhanced under BSEP?

The list of required maintenance activities is in Exhibit B of BSEP Maintenance Agreement and includes but is not limited to: routine maintenance (i.e. cleaning, trash and litter removal, debris removal), maintaining lightning levels, snow and ice removal, general repairs including damaged boarding pads and concrete, and replacement of broken panels and safety hazards removals.

6. Can Municipality or Transit District seek reimbursement of costs associated with maintenance of Bus Stops enhanced through BSEP from CTDOT?

No, all costs associated with maintenance of enhanced Bus Stop are responsibility of Municipality or Transit District as stipulated in the Exhibit B of the Agreement.

7. If the Municipality or Transit District cannot perform maintenance activities in-house as stipulated in Exhibit B, can they contract these activities to the third party?

Yes, these activities can be performed by the third party, however Municipality or Transit District is responsible for any costs and expenses, which cannot be passed to CTDOT.

8. Who is responsible for operation and maintenance of solar products, such as lighting and RTIS, and who is responsible for hard-wired electrical?

The CTDOT and State funded Transit Providers are responsible for RTIS and all solar-based electrical products. The Municipality or Transit District are responsible for all hard-wired electrical connections, including energy costs.

INSURANCE AND LIABILITY

1. Are the Insurance Requirements in the BSEP Agreement different than insurance requirements in other CTDOT agreements?

Insurance requirements in terms of Commercial Liability, Automobile Liability and Workers Compensation in BSEP Agreement are similar to Master Municipal Construction Agreement and Master Transit Districts Capital Operating Agreements and are required by Attorney General Office.

2. Can Municipality or Transit District seek indemnification or limitation of liability?

Indemnification provisions are included in the 'State of Connecticut Required Provisions' (Exhibit C) which are issued and approved by Attorney General Office and cannot be modified/revised/changed.

3. Does Municipality or Transit District have to comply with the Railroad Protective Liability if the Enhanced Bus Stop is within the fifty (50) feet of Railroad Right-of-Way or State-owned rail property?

Yes, if a bus stop enhanced through BSEP is within 50 feet of Railroad Right-of-Way or State-owned rail property.

4.) even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent?

This is required by Exhibit C, State of Connecticut Required Provisions, Section 8. (b). These provisions cannot be modified/revised/changed by CTDOT as they are issued by Attorney General Office.

ADVERTISING

1. Can Municipality or Transit District use revenue from selling advertising space on Bus Stop Enhancements to pay for its maintenance costs?

Yes, CTDOT allows utilization of advertising revenue for maintenance of Bus Stop Enhancements if advertising content is aligned with community standards.

2. Are there any restrictions on the income generated by advertising?

The income generated from any advertising on the shelters must be used for the maintenance - whether to offset incurred internal expenses or to pay for a third-party maintenance contract.

3. How will CTDOT restrict advertising that is not “offensive, objectionable, or in poor taste?”

Advertising content should be aligned with community standards. If concerns are reported to CTDOT through any channel, CTDOT will investigate the concern, and if necessary, contact the Municipality or Transit District to address the concern.

Laura Leger

From: Curtis, Graham <Graham.Curtis@ct.gov>
Sent: Friday, August 29, 2025 2:18 PM
To: Raymond Rogozinski
Cc: Camara, Rahmane; Kornacki, Ryan
Subject: RE: DOT Request Bus Shelter - Maintenance Agreement

Ray, thanks for the quick response.

The agreements would only be for shelters placed and they would be listed as an exhibit in the agreement along with the site plans, we would prepare.

We will do a feasibility study for each location before we commit to doing the installs since we won't be acquiring any property for this program, nor will we be installing any on private property, at least the first year of the program.

If the CTDOT has any roadway projects in the area, we can incorporate these into those projects since they can do more intensive design work(ped crossing, flashing beacons etc.) and property acquisition, if necessary, to make a location work within reason.

Typically, 75% or more shelters requested will work based on other communities.

We also make sure the ridership meets some minimum criteria thresholds since we would not be installing shelters where there is only a few boarding per day. (I know that seems obvious, but we have had requests where there was only one boardings or less per day)

Also, we are talking to Walmart's regional real estate people to see if there is something we can be worked out with them globally since Walmart is typically a major destination for our riders.

If the above seems reasonable we will start the feasibility evaluation of your requested locations.

We also like to do a site tour with the stakeholder from the city to make sure we are all on the same page. Typically, people from DPW, Planning, engineering, utilities? join us on a site tour. We provide the transportation i.e. bus.

From: Raymond Rogozinski <RaymondRogozinski@bristolct.gov>
Sent: Friday, August 29, 2025 1:26 PM
To: Curtis, Graham <Graham.Curtis@ct.gov>
Cc: Camara, Rahmane <Rahmane.Camara@ct.gov>
Subject: RE: DOT Request Bus Shelter - Maintenance Agreement

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

I attached the City's original request for bus shelters (summarized below):

Here is a list of the requested bus shelter replacements from June 2024:

1. Gaylord Apartments (56 Gaylord St) – Install bus shelter, previous request
2. Delorenzo Towers (284 N. Main) – Install bus shelter, previous request

3. Bristol Hospital (41 Brewster Rd) – Replace existing bus shelter
4. Lake Ave CT DOT Commuter Lot (26 Lake Ave) – Replace existing bus shelter
5. Senior Center (240 Stafford Ave) – Replace existing Bus Shelter
6. Pine at Emmet – Install bus shelter, ridership
7. Hefbern @ Stop & Shop – Install bus shelter, previous request & ridership
8. Walmart on the East Bound side- Install bus shelter.

Can you confirm the DOT is agreeable to provide the requested bus shelters & improvements and the requested maintenance agreement is limited to the 8 bus shelters?

Thanks for your assistance. Available to discuss 203-592-3497.

From: Raymond Rogozinski
Sent: Tuesday, August 26, 2025 9:59 AM
To: 'Curtis, Graham' <Graham.Curtis@ct.gov>
Cc: Camara, Rahmane <Rahmane.Camara@ct.gov>
Subject: DOT Request Bus Shelter - Maintenance Agreement

Thanks for the email. DPW has an existing (attached) policy with respect to maintenance. The policy does provide a mechanism for the City to take maintenance responsibility of bus shelter, however the current policy is NOT for the City to accept responsibility for bus shelter. One of the key concerns for the City was the location of bus shelters on private property. Is the DOT obtaining easements for the proposed bus shelters and where and what type are specifically the proposed bus shelter.

Can we meet (virtually) to discuss 860-584-6113. I am available on the following:

1. 8/28/25 at 11:00 AM
2. 8/29/25 at 9:00 AM
3. 9/3/25 at 10:00 AM
4. 9/4/25 at 9:30 AM

I will forward the DOT's request to the City's Board of Public Works and also recommend input from the City's Transportation Committee. I also submitted the previously provided bus shelter use numbers provided by the DOT

From: Curtis, Graham <Graham.Curtis@ct.gov>
Sent: Friday, August 8, 2025 10:54 AM
To: Raymond Rogozinski <RaymondRogozinski@bristolct.gov>
Cc: Camara, Rahmane <Rahmane.Camara@ct.gov>
Subject: FW: Maintenance agreement

Ray,

We are working on the list of potential shelters for Bristol and want to discuss the list and Maintenance aspects with the city.

As I think I mentioned as part of the program the municipalities are expected to do the light maintenance i.e., snow and trash and we would handle any structural repairs.

After an extensive review by multiple municipalities and Transit Districts during our pilot program we have developed a final version of the Master Agreement

We also have included a list of FAQ that address some of the question raised.

Take a lot at these and we can set up a call with the appropriate people in Bristol.

This has been reviewed by CIRMA who insures many municipalities already.



Department of Public Works | 860.584.6125

MEMORANDUM

DATE: June 7, 2024
TO: Raymond Rogozinski, P.E., Director of Public Works
FROM: Transportation Commission

RE: Public Bus-Bus Shelter Upgrades

At their June 6, 2024 Special Meeting of the Transportation Commission the Commission reviewed the matter of the Public Bus Shelter Upgrades and additions.

The Commission passed the following motion: **The Transportation Commission forwards a positive recommendation for the Director of Public Works list of Bus Shelters**

1. Gaylord Apartments (56 Gaylord St) – Install bus shelter, previous request
2. Delorenzo Towers (284 N. Main) – Install bus shelter, previous request
3. Bristol Hospital (41 Brewster Rd) – Replace existing bus shelter
4. Lake Ave CT DOT Commuter Lot (26 Lake Ave) – Replace existing bus shelter
5. Senior Center (240 Stafford Ave) – Replace existing Bus Shelter
6. Pine at Emmet – Install bus shelter, ridership
7. Hefbern @ Stop & Shop – Install bus shelter, previous request & ridership
8. Walmart on the East Bound side- Install bus shelter



**City of Bristol
Transportation Commission
Thursday June 6, 2024
6:00 p.m.**

Meeting Room 1-3, Bristol City Hall, 111 North Main Street, Bristol, CT 06010

Attendance: Cheryl Thibeault (City Council Liaison)
Craig Minor
Ramon Peters (via Zoom)
Robert Flanagan, City Planner

Absent: Bruce Lindsley
David Rooks

1. Call to Order

Acting Chair Thibeault called the meeting to order at 6:02 p.m.

2. Approval of Minutes

a. March 26, 2024

Motion made by Commissioner Minor and seconded by Commissioner Flannagan to accept the minutes as presented and place on file. Motion passed.

3. Public Participation

No Public Participation

4. Committee Reports

Council Member Thibeault stated that the Mellen Street bridge is almost complete the major work is done and they are working on the punch list currently. The other bridge off the Blvd. will not be closed until the Mellen Street Bridge reopens. They are currently working on a punch list all major work is completed.

Council Member Thibeault stated that the other transportation issue is the Shrub Rd/ Jerome Avenue bridge, which will be finished way ahead of schedule and should be reopened by Christmas. High police presence they have issued many citations for speeding. Jerome Avenue will be going under a traffic diet and some narrowing to slow traffic down.

5. New Business

a. Resignation of Commissioner Maria Montelli-Tramazzo

Cheryl Thibeault mentioned the resignation of Commissioner Montelli-Tramazzo, and stated that she has a few names in mind for her replacement.

b. Welcome New Commissioner Bruce Lindsley

Acting Chair Thibeault stated she has known Mr. Lindsey for many years and he will be a good addition.

c. Additional Meetings

The Commission discussed adding more meetings, making The Transportation Commission a Monthly meeting instead of bi-monthly. Commissioner Flanagan stated he attends many meetings and will try to attend every meeting, some may be via zoom.

Motion made by Commissioner Minor and Seconded by Commissioner Peters to make the Transportation Commission monthly. Commissioner Flanagan abstained from the vote. Motion passed.

d. Updated 2024 Meeting Calendar

Motion made by Commissioner Minor and seconded by Commissioner Flanagan to approve the updated 2024 calendar to represent the monthly meeting change and the room assignment. All in Favor, motion passed.

6. Old Business

a. Public Bus Shelter Upgrades

Commissioner Flanagan went over and email that The Director of Public works sent regarding repairing current bus shelter and adding new ones.

Motion made by Commissioner Minor and seconded by Commissioner Peters to forward a positive recommendation for the Director of Public Works list of Bus Shelters

1. Gaylord Apartments (56 Gaylord St) – Install bus shelter, previous request
2. Delorenzo Towers (284 N. Main) – Install bus shelter, previous request
3. Bristol Hospital (41 Brewster Rd) – Replace existing bus shelter
4. Lake Ave CT DOT Commuter Lot (26 Lake Ave) – Replace existing bus shelter
5. Senior Center (240 Stafford Ave) – Replace existing Bus Shelter
6. Pine at Emmet – Install bus shelter, ridership
7. Hefbern @ Stop & Shop – Install bus shelter, previous request & ridership
8. Walmart on the East Bound side- Install bus shelter

All in favor. Motion Passed.

b. Appointment of Chair

Acting Chair Thibeault requested to table this until we have more commissioners present.

7. Adjournment

Motion made by Commissioner Minor and seconded by Commissioner Peters to adjourn at 6:29 p.m. Motion Passed. Meeting Adjourned

Respectfully Submitted,

Janet Little
Recording Secretary

Laura Leger

From: Banquer, Kyle A. <Kyle.Banquer@ct.gov>
Sent: Wednesday, May 8, 2024 1:25 PM
To: Curtis, Graham; Raymond Rogozinski; Cheryl Thibeault; Robert Flanagan; Jason Morrocco; Roth, Tyler C.; Lucceus, Jonas; Lee Adams Kusinski; bmclaughlin@cttransit.com
Subject: RE: Bristol Bus Shelter discussion

Hi Raymond, see ridership info for Bristol below.

Stop Name	Latitude	Longitude	City
Farmington Ave @ opp Stewart St	41.683762	-72.940492	BRISTOL
N Main St @ Race St	41.678707	-72.947030	BRISTOL
Jerome Ave @ Case St	41.694165	-72.928322	BRISTOL
South St @ Opp Ridge Rd	41.668186	-72.928769	BRISTOL
Jerome Ave @ opp Case St	41.694040	-72.928068	BRISTOL
Main St @ South St	41.668379	-72.943347	BRISTOL
Farmington Ave @ Brook St	41.693326	-72.914682	BRISTOL
N Main St @ Post Office	41.674632	-72.946382	BRISTOL
Farmington Ave @ Oakland St	41.686294	-72.936939	BRISTOL
Brewster Rd @ opp Bristol Hospital	41.675768	-72.935616	BRISTOL
Pine St @ opp Hemlock St	41.669192	-72.909292	BRISTOL
Farmington Ave @ opp Morris Ave	41.691454	-72.920585	BRISTOL
North St @ Hungerford Aly	41.681309	-72.945135	BRISTOL
Jerome Ave @ Stevens St	41.713156	-72.927974	BRISTOL
Stevens St @ opp Sheffield Ln	41.714200	-72.918024	BRISTOL
Farmington Ave @ Oakland St	41.686356	-72.937181	BRISTOL
N Main St @ North St	41.680923	-72.947082	BRISTOL
South St @ West St	41.667598	-72.947459	BRISTOL
N Main St @ Center St	41.676142	-72.946626	BRISTOL
Main St @ South St	41.668442	-72.943117	BRISTOL
Stafford Ave @ Mountain View Ave	41.692973	-72.907698	BRISTOL
N Main St @ Race St	41.679269	-72.947334	BRISTOL
Riverside Ave @ Main St	41.671257	-72.943219	BRISTOL
N Main St @ McDonalds	41.674722	-72.946249	BRISTOL
Pine St @ Emmett St	41.668429	-72.914397	BRISTOL
Pine St @ Emmett St	41.668429	-72.914022	BRISTOL
Pine St @ Terry Commons	41.666968	-72.920371	BRISTOL
West St @ School St	41.671761	-72.949244	BRISTOL
Jerome Ave @ Dorothy Rd	41.690502	-72.927385	BRISTOL
Pine St @ Dunkin Donuts	41.667030	-72.920783	BRISTOL
N Main St @ Center St	41.676142	-72.946868	BRISTOL

Farmington Ave @ Stewart St	41.683476	-72.940528	BRISTOL
South St @ East St	41.668781	-72.933790	BRISTOL
Farmington Ave @ opp WalMart	41.698626	-72.898651	BRISTOL
Church St @ Upson St	41.669110	-72.945441	BRISTOL
Farmington Ave @ Burlington Ave	41.682223	-72.942523	BRISTOL
Farmington Ave @ Eblens	41.698394	-72.898966	BRISTOL
Farmington Ave @ Stephen Auto Mall	41.696271	-72.907387	BRISTOL
Farmington Ave @ Camp St	41.699379	-72.894186	BRISTOL
Todd St Park & Ride	41.670785	-72.905580	BRISTOL
Pine St @ opp Emmett St	41.668519	-72.914239	BRISTOL
Farmington Ave @ Hartford Health Go Health Urgent Care	41.697524	-72.903334	BRISTOL
Gaylord St @ Gaylord Towers	41.673447	-72.951994	BRISTOL
Main St @ South St	41.668433	-72.943117	BRISTOL
Lake Ave Park & Ride @ Sunnysdale Ave	41.665421	-72.921809	BRISTOL
North Main St @ Park Plaza	41.671871	-72.945736	BRISTOL
North Main St @ Hope St	41.672631	-72.945653	BRISTOL
Riverside Ave @ Main St	41.671319	-72.943400	BRISTOL
Hefbern St @ Stop&Shop	41.691397	-72.925123	BRISTOL
N Main St @ Riverside Ave	41.672729	-72.945665	BRISTOL

Kyle Banquer (he/they), MPlan

Member, Irish Planning Institute

Member, Royal Town Planning Institute

Transportation Planner



Connecticut Department of Transportation

Bureau of Public Transportation • Office of Transit & Ridesharing

2800 Berlin Turnpike • Newington, CT 06131-7546

Office Phone: 1-860-594-3024

E-mail correspondence preferred

From: Curtis, Graham <Graham.Curtis@ct.gov>

Sent: Tuesday, May 7, 2024 4:53 PM

To: Raymond Rogozinski <RaymondRogozinski@bristolct.gov>; Cheryl Thibeault <cherylthibeault@bristolct.gov>; Robert Flanagan <RobertFlanagan@bristolct.gov>; Jason Morrocco <JasonMorrocco@bristolct.gov>; Roth, Tyler C. <Tyler.Roth@ct.gov>; Banquer, Kyle A. <Kyle.Banquer@ct.gov>; Lucceus, Jonas <Jonas.Lucceus@ct.gov>; Lee Adams Kusinski <LeeAdamsKusinski@bristolct.gov>; bmclaughlin@cttransit.com

Subject: RE: Bristol Bus Shelter discussion

I will have someone send the information in the morning.

Also, it looks like the legislature is going to remove the prohibition on advertising on bus shelters in the state right of way if you want to pursue that program as a maintenance option.

I can connect you with some vendors who would be interested in talking to you about how it would work.

PS glad to see that you are interested in the program.

From: Raymond Rogozinski <RaymondRogozinski@bristolct.gov>

Sent: Tuesday, May 7, 2024 2:55 PM

To: Curtis, Graham <Graham.Curtis@ct.gov>; Cheryl Thibeault <cherylthibeault@bristolct.gov>; Robert Flanagan <RobertFlanagan@bristolct.gov>; Jason Morrocco <JasonMorrocco@bristolct.gov>; Roth, Tyler C. <Tyler.Roth@ct.gov>; Banquer, Kyle A. <Kyle.Banquer@ct.gov>; Lucceus, Jonas <Jonas.Lucceus@ct.gov>; Lee Adams Kusinski <LeeAdamsKusinski@bristolct.gov>; bmcclaughlin@cttransit.com

Subject: RE: Bristol Bus Shelter discussion

Some people who received this message don't often get email from raymondrogozinski@bristolct.gov. [Learn why this is important](#)

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Bristol prepared the attached bus route map with bus shelters. Can you provide ridership info for the bus stop? In addition, can the DOT resend the link for the form that the City has to complete for the grant?

Thanks for your assistance

Raymond A Rogozinski, P.E.
Director of Public Works
860-584-6113

From: Raymond Rogozinski

Sent: Tuesday, April 23, 2024 8:41 AM

To: 'Curtis, Graham' <Graham.Curtis@ct.gov>; Cheryl Thibeault <cherylthibeault@bristolct.gov>; Robert Flanagan <RobertFlanagan@bristolct.gov>; Nancy Levesque <nancylevesque@bristolct.gov>; Jason Morrocco <JasonMorrocco@bristolct.gov>; Roth, Tyler C. <Tyler.Roth@ct.gov>; Banquer, Kyle A. <Kyle.Banquer@ct.gov>; Lucceus, Jonas <Jonas.Lucceus@ct.gov>; Lee Adams Kusinski <LeeAdamsKusinski@bristolct.gov>

Subject: Bristol Bus Shelter discussion

<< File: Bus Shelters Memo.pdf >> << File: Bus Shelters.pdf >> Bristol prepared a map of the bus shelters in Bristol and we would like to develop a map indicating all bus shelters, routes and bus stops. However, we our GIS tech is having difficulty obtaining a map that indicates all the bus stops for all the routes in Bristol. Can you assist (either provide map or link to bus stop info).

In addition, please see Bristol's current bus stop policy.

Thanks, available to discuss 860-584-6113.

-----Original Appointment-----

From: Curtis, Graham [<mailto:Graham.Curtis@ct.gov>]

Sent: Tuesday, April 9, 2024 10:53 AM

To: Curtis, Graham; Raymond Rogozinski; Cheryl Thibeault; Robert Flanagan; Nancy Levesque; Jason Morrocco; Roth, Tyler C.; Banquer, Kyle A.; Lucceus, Jonas

Subject: Bristol Bus Shelter discussion

When: Thursday, April 18, 2024 10:00 AM-11:00 AM (UTC-05:00) Eastern Time (US & Canada).

Where: Microsoft Teams Meeting

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 253 579 325 506

Passcode: FtY2gJ

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



Department of Public Works | 860.584.6125

CITY OF BRISTOL – PUBLIC WORKS

27.00 DEPARTMENT OF PUBLIC WORKS – MAINTENANCE AND INSTALLATION OF TRANSIT BUS SHELTER POLICY

1. Policy Name

27.00 Department of Public Works – Maintenance & Installation of Transit Bus Shelter Policy

2. Policy Statement

Transit bus shelters are currently located throughout the City. The Department of Public Works maintains bus shelters located on City property and within the City's roadway right of way. The Department of Public Works does not maintain bus shelters located on private property or property that is not under the control of the Department of Public Works, such as the Bristol Housing Authority.

The City understands that bus shelters may serve a benefit to the public by providing a protective location to bus riders to wait along transit bus routes. The City also recognizes that locating a bus shelter in front of a property may enhance the property by increasing the availability to mass transit. The purpose of this policy is to provide a mechanism for property owners to request that the City take over maintenance responsibilities of existing bus shelters, and define the information that the Board of Public Works will require to accept maintenance responsibility of bus shelters based on public benefit. The policy will also provide a process for property owners to request the installation of a new (additional) shelter.

In order to determine if the Department of Public Works will take on the maintenance responsibility and expense, the Board of Public Works will evaluate the public benefit of the bus shelter. Factors that the Board of Public Works may consider are: the location of shelter, number of uses of the bus

stop, cost, bus route, and the transit authority's commitment to service to maintain the bus stop and the facility (building) that the bus shelter abuts.

Based on the information submitted to the Board of Public Works, and its evaluation, the Board may determine that the Department of Public Works will maintain and/or install the bus shelter, cost share of maintenance and installation, or determine that the public benefit of the bus shelter is insufficient for the City to fund the cost of maintenance and/or installation.

For the purpose of this policy, "maintenance" is defined as repairs to the bus shelter only, and does not include custodial cleaning of the shelter. In addition, it is understood that the Department of Public Works will not regularly inspect bus shelters. It is the responsibility of the property owner that the bus shelter is located on to inform the Department of any defects or hazards.

In accordance with this policy, the Board of Public Works also reserves the right to terminate maintenance responsibilities of a bus shelter. If it is determined that the Department of Public Works will no longer maintain a bus shelter, the City shall provide the property owner 60 days' notice. If the bus shelter in question was installed by the City, the Department shall offer the owner the option of City removal of the bus shelter, along with restoration of the property to pre-shelter installation conditions.

All maintenance responsibilities of the Department of Public Works associated with bus shelters shall be filed on City land records of the property that the bus shelter is located on. Said documentation shall define the Department's maintenance responsibilities. The absence of a maintenance agreement filed on City land records indicates that the Department of Public Works is not responsible to maintain the bus shelter on the subject property.

3. Policy

A. Maintenance of Existing Bus Shelters (City Property)

- a. The City of Bristol shall maintain all existing bus shelters located on property controlled by the Department of Public Works, including City street right of ways.
- b. Said responsibility does not include property controlled by the Parks Department, Housing Authority, State of Connecticut right of way, or the Board of Education.

B. Petition the Department of Public Works to Maintain Existing Bus Shelters (Private or non-City controlled property).

- a. All requests for the Department of Public Works to maintain an existing bus shelter located on private property, or property currently not controlled by the Department of Public Works, shall be submitted in writing to the Director of Public Works for review and approval by the



Department of Public Works | 860.584.6125

Board of Public Works. Said requests shall include the following information:

- i. Location of bus shelter and bus route(s) the shelter services.
- ii. Signed petition of bus shelter users along with an estimate of total daily users.
- iii. Signed request of the property owner requesting Department of Public Works' maintenance of the bus shelter in question.

Request shall include the following:

1. Statement indicating that if the maintenance agreement is approved by the City, the property owner will grant the Department of Public Works formal access rights to the property in question for the purpose of maintaining the bus shelter.
2. Statement indicating public benefit of the bus shelter, along with the reason the property owner cannot incur maintenance cost.
3. Condition of the bus shelter, including a list of required repairs (if any), and cost of such repairs.
4. Maintenance cost-sharing provision.
- iv. Communication from transit authority indicating support & need of bus shelter.

- b. The Board of Public Works shall review requests and shall either approve, provide conditional approval, or deny said request.

C. Installation of a new (additional) bus shelter

- a. All requests for the Department of Public Works to install an additional bus shelter that shall be located on private property, or property currently not controlled by the Department of Public Works, shall be submitted in writing to the Director of Public Works for review and approval by the Board of Public Works. Said request shall include the following information:

- i. Items required pursuant to Policy 3.B.a.
- ii. Evaluation of bus shelter alternatives, such as benches

- b. The Board of Public Works shall review requests and shall either approve, provide conditional approval, or deny said request.

4. Responsible Division

Department of Public Works Administrative and Street Division

5. Approval authority:

Board of Public Works

6. Approval Date:

January 19, 2022

7. Effective Date:

December 30, 2022



Department of Public Works | 860.584.6125

CITY OF BRISTOL – PUBLIC WORKS

27.00 DEPARTMENT OF PUBLIC WORKS – MAINTAINANCE AND INSTALLION OF TRANSIT BUS SHLELTER POLICY

1. Policy Name

27.00 Department of Public Works – Maintenance & Installation of Transit Bus Shelter Policy

2. Policy Statement

Transit bus shelters are currently located throughout the City. The Department of Public maintains bus shelters located on City property and within the City's roadway right of way. The Department of Public Works does not maintain bus shelters located on private property or property that is not under the control of the Department of Public Works such as the Bristol Housing Authority.

The City understands that bus shelters may serve a benefit to the public by providing a protective location to bus riders to wait along transit bus routes. The City also recognizes that locating a bus shelter in front of a property may enhance the property by increasing the availability to mass transit. The purpose of this policy is to provide a mechanism for property owners to request that the City take over maintenance responsibilities of existing bus shelters and define the information that the Board of Public Works will require to accept maintenance responsibility of bus shelters based on public benefit. The policy also will provide a process for property owners to request the installation of a new (additional) shelter.

In order to determine if the Department of Public Works will take the maintenance responsibility and expense the Board of Public Work will evaluate the public benefit of the bus shelter. Factors that the Board of Public Works may consider are the location of shelter, number of uses of the bus

stop, cost, bus route, transit authority commitment to maintain bus stop and the facility (building) that the bus shelter with service.

Based on the information submitted to the Board of Public Works and its evaluation the Board may determine that the Department of Public Works will maintain and/or install the bus shelter, cost share or maintenance and installation cost or determine that the public benefit of the bus shelter is insufficient for the City to fund maintenance or installation cost of a bus shelter.

For the purpose of this policy “maintenance” is defined as repairs to the bus shelter only and does not include custodian and cleaning of the shelter. In addition, it is understood that the Department of Public Works will not regularly inspect bus shelter and it is the responsibility of the property owner that the bus shelter is located on to advise the Department of any defects or hazards.

In accordance with this policy the Board of Public Works also reserves the right to terminate maintenance responsibilities of a bus shelter. If determined that the Department of Public Works will no longer maintain a bus shelter the City shall provide the property owner 60 days’ notice and if the bus shelter in question was installed by the City the Department shall offer to the owner the option of City removal of the bus shelter along with restoration of the property to pre-shelter installation condition.

All maintenance responsibilities of the Department of Public Work associated with bus shelters shall be filed on City land records of that the bus shelter is located on. Said documentation shall define the Departments maintenance responsibilities. Absent of an maintenance agreement filed on City land records indicates that the Department of Public Works is not responsible to maintain the bus shelter on the subject property.

3. Policy

A. Maintenance of Existing Bus Shelters (City Property)

- a. The City of Bristol shall maintain all existing bus shelter located on property controlled by the Department of Public Works including City street right of ways.
- b. Said responsibility does not include property controlled by the Park Department, Housing Authority, State of Connecticut right of way or the Board of Education.

B. Petition the Department of Public works to Maintain of Existing Bus Shelter (Private or non-City controlled Property).

- a. All request for the Department of Public works to maintain an existing bus shelter located on private property or property currently not controlled by the Department of Public works shall be submitted in



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writing to the Director of Public Works for review and approval by the Board of Public Works. Said request shall include the following information:

- i. Location of Bus Shelter and bus route or routes the shelter services.
- ii. Signed petition of bus shelter users along with an estimate of total daily users.
- iii. Signed request of the property owner requesting Department of Public maintenance of the bus shelter in question. Request shall include the following:
 1. Statement indicating that if the maintenance agreement is approved by the City the property owner will grant the Department of Public Works formal access rights to the property in question for the purpose of maintaining the bus shelter. Without
 2. Statement indicating public benefit of bus shelter along with reason property owner cannot incur maintenance cost.
 3. Condition of bus shelter including list and cost of required repairs (if any)
 4. Maintenance cost sharing provision.
- iv. Communication from transit authority indicating support & need of bus shelter.
- b. The Board of Public Works shall review request and shall either approve, conditional approval or denial of said request. Approval may be conditional on obtaining Board of Finance funding.
- C. Installation of a new (additional) bus shelter
 - a. All request for the Department of Public works to install an additional bus shelter shall located on private property or property currently not controlled by the Department of Public works shall be submitted in writing to the Director of Public Works for review and approval by the Board of Public Works. Said request shall include the following information:
 - i. Items required pursuant to Policy 3.B.a.
 - ii. Evaluation of bus shelter alternatives such as benches

- c. The Board of Public Works shall review request and shall either approve, conditional approval or deny said request. Approval may be conditional on obtaining Board of Finance funding.

4. Responsible Division

Department of Public Works Administrative and Street Division

5. Approval authority:

Board of Public Works

6. Approval Date:

January 19, 2022

7. Effective Date:

December 30, 2022



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MEMORANDUM

DATE: September 9, 2025

TO: Mayor Jeff Caggiano
Board of Public Works

FROM: Raymond A. Rogozinski, P.E., Director of Public Works

RE: Riverside Ave (CT Route 72) – DOT Paving/City Streetscape Improvements

Please find attached the latest plan to construct streetscape improvements on CT Route 72. As previously reported, CT Route 72, Riverside Ave from the Blakeslee St/Downs St & Memorial Blvd intersection to Main St will include roadway and drainage improvements coordinated with the CT DOT. All roadway improvements on the referenced section of road will be paid for by the CT DOT with streetscape improvements (construction) funded through a \$6,500,000 CT DECD CIF grant. CT Route 72, Park Street from the West End to Muzzy Field, improvements will consist solely as streetscape improvements. The CT DOT is not participating or performing roadway improvements to Park Street. The construction of the Park Street streetscape improvements will be funded solely by the CT DECD CIF grant, and the City is required to obtain CT DOT approval of an encroachment permit to perform the any work.

CT DOT – Riverside Avenue (Design Plan Links)

https://ct-bristol2.civicplus.com/DocumentCenter/View/49916/Project-No-0017-0196_ISD-Design-Exceptions

https://ct-bristol2.civicplus.com/DocumentCenter/View/49917/0017-0196_Design-Exceptions-Presentation

https://ct-bristol2.civicplus.com/DocumentCenter/View/49918/0017-0196_Request-for-Design-Exceptions

https://ct-bristol2.civicplus.com/DocumentCenter/View/49919/0017-0196_PIM-Presentation_4-29

https://ct-bristol2.civicplus.com/DocumentCenter/View/49920/0017-0196_PIM-Presentation_4-22

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https://ct-bristol2.civicplus.com/DocumentCenter/View/49921/0017-0196_PIM-Presentation

CT DOT Park Street (Design Plan Link)

<https://www.bristolct.gov/DocumentCenter/View/49925/Project-No-40968-SFD-Plans>

The project design is being performed by GM2 Engineering. Although construction will be funded through the CT DOT & DECD, the project design cost of \$370,000 is funded by the City.

A project Public Information Meeting (PIM) was conducted on April 29, 2025, where the plans were presented and the City and CTDOT received feedback from various residents/property owners and responded to questions and comments. Design for the Park Street improvements portion of the project is at 75% completion. We are currently working towards a submission to CTDOT District 1 to obtain encroachment permit approval. The typical initial review period of the CT DOT is 60 days, at which point we will address any comments and resubmit for final approval, which will take another 30 to 60 days. Once we receive final approval from DOT District 1, the construction of the project will go out to bid, with construction anticipated to start in April 2026 with completion in June 2027.

The Riverside Avenue section of the project is currently at 60% (semi-final) design status, and is currently going through the design exceptions process with CTDOT to receive exceptions for existing driveway sight distances that cannot be improved to meet design criteria. In total, 52 design exceptions are required. In accordance with CT DOT standards, a sightline distance of 390 ft is required at each driveway. Due to the existing roadway geometry, current driveway sightlines do not meet DOT standards. The Riverside Ave project will improve or maintain all sightlines, however, 52 will not meet standards, requiring the requested waivers. DPW anticipates approval of the exceptions in early September, followed by a Project Design Approval status that will allow the submittal of the 60% plans, specs, and estimate to CTDOT for review.

For the Riverside Ave portion of the project, once CTDOT grants the design approval, the CTDOT ROW division will begin the ROW process, which will be one of the critical paths for the project, impacting over 50 properties along the corridor. Following the 60% submission, the environmental permitting process will be initiated in coordination with CTDOT's Office of Environmental Planning, to obtain CTDEEP and USACE permits for minor impacts to the Pequabuck River for drainage improvements, as well as work within the FEMA Floodway for impacts associated with a new retaining wall near the western end of this section of the project. Environmental permits are

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also a critical scheduling item. The design engineer, GM2, has performed early utility coordination with the existing utility owners and have identified conflicts that require relocation, which will be incorporated into the design. CTDOT Utilities Office is assisting with coordination, and will be administering force accounts for utility relocations as part of CTDOT's participation in the project. The current schedule for design is 90% submission to CTDOT in June 2026 with FDP set for September 25, 2026, and Design Completion Date November 20, 2026. Advertisement would be in December 2026 with an anticipated construction start of April 1, 2027. All dates from FDP to construction are subject to change based on the ROW and permitting process.

GM2 Engineering is scheduled to attend and present updated plans to the Board of Public Works at its September 18, 2025 meeting. Please feel free to contact me with any questions at 860-584-6113.