

**Bus Stop Enhancement Program (BSEP) Master Maintenance Agreement  
Frequently Asked Questions (Revised February 2026)**

**GENERAL**

- 1. Are the requirements of the Agreement applicable to all Bus Stops in the Municipality or Transit District's Area?**  
No. The requirements are applicable only to the specific bus stops enhanced through the BSEP, as listed in 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 requirements of the Americans with Disabilities Act (ADA) of 1964 regarding its Transit Amenities and Transit Facilities. A list of applicable federal regulations will be attached to the Agreement in the form of an additional Exhibit should federal funding be utilized through the BSEP. CTDOT is only using state funds for the BSEP at the time and date of this document.
- 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 the official BSEP email address: [dot.busstops@ct.gov](mailto: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 a 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 the 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 as listed in Exhibit A of the Agreement.

**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 the Office of the Attorney General 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 installed previous to the BSEP, unless otherwise noted in existing contracts.

**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 the 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 72 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 through the BSEP are included in the definition 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 the 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 remediation of safety hazards.

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

No, all costs associated with maintenance of enhanced Bus Stop are the responsibility of Municipality or Transit District as stipulated in 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 a third party?**

Yes, these activities can be performed by a third party, however Municipality or Transit District is responsible for oversight of third-party contractor and any costs and expenses associated with that contract.

**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 installed through the BSEP. 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 the Agreement are like Master Municipal Construction Agreements and Master Transit Districts Capital Operating Agreements and are required by the Office of the Attorney General.

**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 the Office of the Attorney General 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.

## **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 and the character and propriety standards listed in Exhibit D of the Agreement.

**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. Can Municipality or Transit District apply a vinyl application or art wraps on the Bus Stop Enhancements?**

Yes, upon providing CTDOT prior notice, Municipality or Transit District may be permitted to apply a direct vinyl application or art wraps on all sides of the Bus Shelter, based on specific Bus Shelter configuration, geometry and location, as well as the specific needs of prospective advertisers and passengers. Please refer to Exhibit D. Bus Stop Advertising Parameters, Section 1.B. Vinyl Applications for further guidance.

**4. What type of advertising is NOT allowable to be displayed on Bust Stop Enhancements?**

Municipality or Transit District shall not accept or display any advertising that is political in nature, or for any intoxicating or alcoholic beverage, marijuana/cannabis and associated dispensaries or paraphernalia, adult magazines, sex toys, fireworks, illegal drugs, weapons of any kind, or any products or services considered similar to the items listed herein, or prohibited by any applicable legal requirement. Municipality or Transit District shall not allow any advertisement to use the trademarks, symbols or trade name or names of CTDOT, the State or any agency of the State, directly or indirectly, without the prior written approval of CTDOT. CTDOT reserves the sole right to remove any advertisement that may be construed to reflect its support for a particular product, service, idea, political viewpoint or point of view. CTDOT reserves the right to reject any advertising it finds to be objectionable.

**5. Who is responsible for posting advertising material or removing outdated, damaged or materials rejected by CTDOT?**

Municipality or Transit Districts or their contracted third-party is responsible for removal of advertising material at its own expense.