

HB1334_L.008

SENATE COMMITTEE OF REFERENCE AMENDMENT

Committee on Business, Labor, & Technology.

HB24-1334 be amended as follows:

- 1 Amend reengrossed bill, page 3, line 1, after "A" insert "RESIDENTIAL".
- 2 Page 3, line 2, after "PARK." insert "A "MULTIUNIT BUILDING" DOES NOT
- 3 MEAN A COMMERCIAL OR NONRESIDENTIAL BUILDING."
- 4 Page 3, after line 2 insert:
 - 5 "(5) "PROPERTY OWNER" MEANS THE OWNER OF A MULTIUNIT
 - 6 BUILDING OR THE MANAGER OF A MULTIUNIT BUILDING ACTING ON BEHALF
 - 7 OF THE OWNER.
 - 8 (6) "PROVIDER" MEANS A LICENSED PROVIDER OF BROADBAND
 - 9 INTERNET SERVICES INCLUDING PRIVATE PROVIDERS AND PROVIDERS
 - 10 FINANCED BY A LOCAL GOVERNMENT.
 - 11 (7) "REQUEST FOR SERVICE" MEANS AN EXPRESSION OF INTEREST
 - 12 FROM A TENANT HAVING A TENANCY IN A MULTIUNIT BUILDING RECEIVED
 - 13 BY A PROVIDER EITHER BY MAIL, TELEPHONE IN WHICH ANY SUCH
 - 14 TELEPHONIC REQUEST IS MEMORIALIZED IN WRITING SIGNED BY THE
 - 15 TENANT, OR E-MAIL. A CONTACT BETWEEN A TENANT AND A PROVIDER
 - 16 THROUGH A SIGN-UP LIST CONTAINED ON THE PROVIDER'S WEBSITE WILL
 - 17 BE DEEMED A REQUEST FOR SERVICE AFTER THE PROVIDER CONFIRMS THE
 - 18 REQUEST IN WRITING AND OBTAINS A SIGNATURE BY THE TENANT."
- 19 Page 3, line 4, strike "A BROADBAND INTERNET SERVICE,".
- 20 Page 3, lines 5 and 6, strike "INCLUDING A PROVIDER THAT IS FINANCED
- 21 BY A LOCAL GOVERNMENT AND A PRIVATE PROVIDER," and substitute
- 22 "SUBJECT TO A PROPERTY OWNER'S RIGHTS TO MANAGE ACCESS TO ITS
- 23 PROPERTY PURSUANT TO SUBSECTION (4) OF THIS SECTION, A PROVIDER".
- 24 Page 3, line 9, strike "THE BROADBAND INTERNET SERVICE" and substitute
- 25 "PROVIDER".
- 26 Page 3, line 10, strike "ADEQUATE" and substitute "THIRTY-DAY PRIOR
- 27 WRITTEN".
- 28 Page 3, line 12, strike "AN" and substitute "THE PROPERTY".
- 29 Page 3, lines 12 and 13, strike "OF A MULTIUNIT BUILDING OR TO A MOBILE
- 30 HOME LANDLORD".
- 31 Page 3, strike lines 16 through 19 and substitute "(II) IF A PROPERTY

1 OWNER IS NONRESPONSIVE OR REFUSES TO ENGAGE WITH THE PROVIDER
2 IN REGARDS TO THE AESTHETICS OF THE PROPERTY, THE PROVIDER SHALL".

3 Page 3, line 24, strike "A MULTIUNIT" and substitute "THE PROPERTY" and
4 strike "OR A MOBILE HOME LANDLORD".

5 Page 4, line 10, strike "AND", after "REMOVE," insert "AND THE
6 OBLIGATION TO INSTALL," and strike "ANY" and substitute "ALL".

7 Page 4, line 11, strike "FACILITY" and substitute "FACILITIES" and strike
8 "IN" and substitute "OR REQUIRED FOR".

9 Page 4, line 14, strike "AS" and substitute "TO THE EXTENT".

10 Page 4, line 16, strike "BUILDING;" and substitute "BUILDING. A PROPERTY
11 OWNER RESERVES SOLE CONTROL OVER ALL USE AND OPERATING RIGHTS
12 TO ANY EXISTING OR PLANNED WIRING AND INFRASTRUCTURE THAT THE
13 PROPERTY OWNER OWNS. THE PROVIDER SHALL NOT CONNECT OR USE ANY
14 CONDUIT, WIRING, OR INFRASTRUCTURE OWNED BY OR IN USE BY A
15 THIRD-PARTY PROVIDER UNLESS THE PROVIDER IS GRANTED PERMISSION
16 BY THE THIRD-PARTY PROVIDER THAT OWNS ANY SUCH CONDUIT, WIRING,
17 OR INFRASTRUCTURE OR GRANTED PERMISSION TO USE ANY SUCH
18 CONDUIT, WIRING, OR INFRASTRUCTURE BY THE PROPERTY OWNER."

19 Page 5, line 7, after "RELEASES" insert "AND INDEMNIFIES", after "THE"
20 insert "PROPERTY", and strike "OF A MULTIUNITBUILDING".

21 Page 5, line 8, strike "FACILITY" and substitute "FACILITY, OTHER
22 FACILITIES AT THE PROPERTY, OR ANY OTHER PROPERTY OF THE PROPERTY
23 OWNER".

24 Page 5, line 9, strike "IN" and substitute "RESULTING FROM" and strike
25 "NEGLIGENCE;" and substitute "NEGLIGENCE OR IN INSTANCES WHERE ANY
26 SUCH INDEMNIFICATION IS CONTRARY TO ANY OTHER STATE LAW, ANY
27 LOCAL ORDINANCE, OR ANY LOCAL RESOLUTION;".

28 Page 5, line 12, strike "AGREEMENT;" and substitute "AGREEMENT WHICH
29 COVERAGES SHALL BE IN COMMERCIALY REASONABLE AMOUNTS AND
30 SHALL INCLUDE COVERAGES FOR WORKER'S COMPENSATION, PROPERTY
31 DAMAGE, AND GENERAL LIABILITY;".

32 Page 5, line 14, after "THE" insert "PROPERTY" and strike "OF A
33 MULTIUNIT BUILDING".

1 Page 6, line 3, strike "PROPERTY;" and substitute "PROPERTY OR REQUIRE
2 THE PROPERTY OWNER TO PROVIDE ANY SERVICES TO THE PROVIDER;".

3 Page 6, line 19, strike "AND".

4 Page 6, after line 24, insert:

5 "(XVI) HAS A FIXED TERM AND IS NOT PERPETUAL IN NATURE; AND
6 (XVII) STATES THAT THE TERMS, CONDITIONS, CHARGES, AND
7 FEES FOR BROADBAND INTERNET SERVICES PROVIDED TO TENANTS AT A
8 PROPERTY SHALL BE BETWEEN THE PROVIDER AND INDIVIDUAL TENANTS,
9 THAT A PROPERTY OWNER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR
10 SERVICES CHARGES CONTRACTED FOR BY TENANTS, THAT ALL BILLING AND
11 COLLECTIONS FROM TENANTS WILL BE ACCOMPLISHED BY THE PROVIDER,
12 AND THAT A PROPERTY OWNER HAS NO OBLIGATION TO PROVIDE
13 INFORMATION REGARDING TENANTS OR TO COLLECT ANY AMOUNTS ON
14 BEHALF OF THE PROVIDER."

15 Page 6, line 26, strike "MUST:" and substitute "MUST BE SENT BY
16 CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WITH A COPY SENT BY
17 E-MAIL AND MUST:".

18 Page 6, after line 26 insert:

19 "(a) CONTAIN A STATEMENT THAT THE PROVIDER:
20 (I) IS AUTHORIZED TO PROVIDE COMMUNICATION SERVICES IN THE
21 PROPERTY;
22 (II) HAS RECEIVED A VALID REQUEST FROM A TENANT IN THE
23 PROPERTY AND THAT IDENTIFIES THE UNIT OCCUPIED BY SUCH TENANT;
24 (III) WHEN INSTALLING, OPERATING, MAINTAINING, OR REMOVING
25 EQUIPMENT FROM THE PROPERTY, WILL CONFORM TO SUCH REASONABLE
26 CONDITIONS AS THE PROPERTY OWNER DEEMS NECESSARY TO PROTECT
27 THE SAFETY, FUNCTIONING, AND APPEARANCE OF THE PROPERTY AND THE
28 CONVENIENCE AND WELL-BEING OF ALL OCCUPANTS;
29 (IV) WILL PAY THE PROPERTY OWNER JUST AND REASONABLE
30 COMPENSATION FOR ITS USE OF THE PROPERTY; AND
31 (V) WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE
32 PROPERTY OWNER FOR ANY DAMAGE CAUSED BY THE INSTALLATION,
33 OPERATION, MAINTENANCE, OR REMOVAL OF ITS FACILITIES FROM THE
34 PROPERTY UNLESS ANY SUCH INDEMNIFICATION IS CONTRARY TO ANY
35 OTHER STATE LAW, ANY LOCAL ORDINANCE, OR ANY LOCAL RESOLUTION
36 ;".

37 Reletter succeeding paragraphs accordingly.

1 Page 6, line 27, after "OF" insert "THE".

2 Page 7, line 1, strike "ACCESSED AND" and substitute "ACCESSED, A
3 DETAILED DESCRIPTION OF THE PROVIDER'S PLANS AND SPECIFICATION FOR
4 WORK TO BE PERFORMED AND FACILITIES OR EQUIPMENT TO BE INSTALLED,
5 INCLUDING ANY REQUIRED UTILITY CONNECTIONS AND THE ELECTRICAL
6 DEMAND OF THE FACILITIES AND EQUIPMENT TO BE INSTALLED,".

7 Page 7, line 2, strike "AND".

8 Page 7, line 3, strike "INFRASTRUCTURE;" and substitute
9 "INFRASTRUCTURE, INCLUDING THE DATE AND TIMES THAT THE PROVIDER
10 PROPOSES TO START AND COMPLETE THE INSTALLATION;".

11 Page 7, line 6, strike "SECTION." and substitute "SECTION, INCLUDING
12 THAT THE PROPERTY OWNER HAS CERTAIN LIMITED RIGHTS TO REFUSE
13 ACCESS TO THE MULTIUNIT PROPERTY.".

14 Page 7, after line 12 insert:

15 "(4) FOR PURPOSES OF THIS SECTION AND SECTION 38-12-244, A
16 PROPERTY OWNER'S RIGHTS TO MANAGE ACCESS INCLUDE THE PROPERTY
17 OWNER'S RIGHTS TO:

18 (a) IMPOSE CONDITIONS ON THE PROVIDER THAT ARE REASONABLY
19 NECESSARY TO PROTECT THE:

20 (I) SAFETY, SECURITY, APPEARANCE, AND CONDITION OF THE
21 PROPERTY; AND

22 (II) SAFETY AND CONVENIENCE OF OTHER PERSONS;

23 (b) IMPOSE A REASONABLE LIMITATION ON THE TIME AT WHICH THE
24 PROVIDER MAY HAVE ACCESS TO THE PROPERTY FOR ANY REASON; AND

25 (c) REQUIRE THE PROVIDER TO PAY COMPENSATION FOR SUCH
26 ACCESS THAT IS REASONABLE AND NONDISCRIMINATORY AMONG SUCH
27 TELECOMMUNICATIONS UTILITIES.

28 (5) A PROPERTY OWNER HAS THE FOLLOWING PERMITTED REASONS
29 TO REFUSE ACCESS TO THE MULTIUNIT BUILDING:

30 (a) THE PROVIDER HAS FAILED OR REFUSED TO COMPLY WITH
31 REASONABLY CONDITIONS AS SET FORTH IN SUBSECTION (4) OF THIS
32 SECTION;

33 (b) THE PROVIDER IS NOT LICENSED AND AUTHORIZED;

34 (c) THE PROVIDER CANNOT VERIFY THAT ONE OR MORE TENANTS
35 HAVE MADE A REQUEST FOR SERVICE;

36 (d) THE PROPERTY OWNER CAN DEMONSTRATE THAT PHYSICAL
37 LIMITATIONS AT THE PROPERTY PROHIBIT THE PROVIDER FROM INSTALLING

1 THE FACILITIES AND EQUIPMENT IN EXISTING SPACE;
2 (e) THE INSTALLATION WOULD HAVE SIGNIFICANTLY ADVERSE
3 EFFECT ON HISTORICAL OR ARCHITECTURALLY SIGNIFICANT ELEMENTS OF
4 THE PROPERTY;
5 (f) THE INSTALLATION WOULD RESULT IN ENVIRONMENTAL HARM
6 SUCH AS THE DISTURBANCE OF ASBESTOS OR LEAD PAINT;
7 (g) THE INSTALLATION WOULD HAVE SIGNIFICANT ADVERSE
8 EFFECT ON THE ABILITY OF EXISTING PROVIDERS TO PROVIDE SERVICES TO
9 THE MULTIUNIT BUILDING;
10 (h) THE INSTALLATION WOULD CAUSE UNDUE DAMAGE TO THE
11 MULTIUNIT BUILDING OR IMPAIR THE USE OF THE PROPERTY FOR THE
12 CONTINUED PROVISION OF ESSENTIAL SERVICES TO TENANTS; OR
13 (i) THE PROPERTY OWNER AND PROVIDER HAVE NOT REACHED AN
14 AGREEMENT CONCERNING ANY JUST AND REASONABLE COMPENSATION TO
15 THE PROPERTY OWNER FOR ALLOWING ACCESS AND USE OF THE PROPERTY.
16 (6) A PROPERTY OWNER SHALL NOT DISCRIMINATE IN RENTAL
17 CHARGES OR OTHERWISE AGAINST ANY TENANT OR LESSEE REQUESTING OR
18 RECEIVING BROADBAND INTERNET SERVICE UNDER THIS SECTION.
19 (7) IF THERE IS A DISPUTE CONCERNING THE LEGAL RIGHTS AND
20 OBLIGATIONS PURSUANT TO THIS ARTICLE, A PROPERTY OWNER AND
21 PROVIDER MUST ATTEMPT TO RESOLVE ANY DISPUTE THROUGH THE
22 MEDIATION PROCESS PURSUANT TO SECTION 13-22-305 BEFORE A LAWSUIT
23 IS COMMENCED. IF THE PARTIES DO NOT ATTEMPT TO RESOLVE THE
24 DISPUTE THROUGH MEDIATION IN ACCORDANCE WITH SECTION 13-22-305,
25 THE PARTIES WILL EACH PAY THE COST ASSOCIATED WITH AN
26 ALTERNATIVE DISPUTE RESOLUTION.
27 **29-27-503. Just and reasonable compensation.** (1) A PROPERTY
28 OWNER , AS DEFINED IN SECTION 29-27-501 (5), IS ENTITLED TO JUST AND
29 REASONABLE COMPENSATION FROM A PROVIDER, AS DEFINED IN SECTION
30 29-27-501 (6), THAT OBTAINS ACCESS TO A MULTIUNIT BUILDING, AS
31 DEFINED IN SECTION 29-27-501 (4), FROM A PROPERTY OWNER. THE
32 PROPERTY OWNER AND THE REQUESTING PROVIDER SHALL ATTEMPT TO
33 REACH A MUTUALLY ACCEPTABLE AGREEMENT REGARDING REASONABLE
34 AND NON-DISCRIMINATORY COMPENSATION DUE TO THE PROPERTY OWNER
35 AS A RESULT OF THE REQUESTING PROVIDER'S INSTALLATION OF
36 BROADBAND FACILITIES. IN ESTABLISHING THE AMOUNT WHICH WILL
37 CONSTITUTE REASONABLE COMPENSATION THE PARTIES SHALL CONSIDER:
38 (a) THE EXTENT TO WHICH THE BROADBAND FACILITIES
39 PHYSICALLY OCCUPY THE PROPERTY;
40 (b) THE ACTUAL LONG-TERM DAMAGE THE BROADBAND FACILITIES
41 MAY CAUSE TO THE PROPERTY;
42 (c) THE EXTENT TO WHICH THE BROADBAND FACILITIES WOULD
43 INTERFERE WITH THE NORMAL USE AND ENJOYMENT OF THE PROPERTY;

1 (d) THE MONTHLY COST OF UTILITIES TO SERVICE THE PROVIDER'S
2 BROADBAND FACILITIES; AND

3 (e) THE DIMINUTION OR ENHANCEMENT IN VALUE OF THE
4 PROPERTY RESULTING FROM THE AVAILABILITY OF THE BROADBAND
5 INTERNET SERVICE."

6 Page 7, line 16, strike "PROVIDER, INCLUDING A" and substitute
7 "PROVIDER".

8 Page 7, strike lines 17 and 18.

9 Page 7, line 21, after "29." insert "A PROPERTY OWNER OF A MOBILE HOME
10 PARK IS GRANTED ALL RIGHTS AFFORDED TO A PROPERTY OWNER IN
11 ACCORDANCE WITH PART 5 OF ARTICLE 27 OF TITLE 29.

12 Strike "BROADBAND INTERNET SERVICE" on: **Page 3**, line 23; **Page 4**, lines
13 4 and 5, 5 and 6, 8, 17, 21, and 25; **Page 5**, lines 3, 6, and 13; **Page 6**,
14 lines 1 and 2, 17, and 20; **Page 7**, line 8, 16, and 17.

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