

SENATE COMMITTEE OF REFERENCE REPORT

\_\_\_\_\_  
Chair of Committee

April 25, 2024  
Date

Committee on Business, Labor, & Technology.

After consideration on the merits, the Committee recommends the following:

HB24-1334 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

- 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 PROVIDER,".
- 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".

- 1 Page 3, line 9, strike "BROADBAND INTERNET SERVICE".
- 2 Page 3, line 10, strike "ADEQUATE" and substitute "SIXTY-DAY PRIOR  
3 WRITTEN".
- 4 Page 3, line 12, strike "AN" and substitute "THE PROPERTY".
- 5 Page 3, lines 12 and 13, strike "OF A MULTIUNIT BUILDING OR TO A MOBILE  
6 HOME LANDLORD".
- 7 Page 3, line 14, strike "THIRTY" and substitute "SIXTY".
- 8 Page 3, strike lines 16 through 19 and substitute "(II) IF A PROPERTY  
9 OWNER IS NONRESPONSIVE OR REFUSES TO ENGAGE WITH THE PROVIDER  
10 IN REGARDS TO THE AESTHETICS OF THE PROPERTY, THE PROVIDER SHALL".
- 11 Page 3, line 24, strike "A MULTIUNIT" and substitute "THE PROPERTY" and  
12 strike "OR A MOBILE HOME LANDLORD".
- 13 Page 4, line 10, strike "AND", after "REMOVE," insert "AND THE  
14 OBLIGATION TO INSTALL," and strike "ANY" and substitute "ALL".
- 15 Page 4, line 11, strike "FACILITY" and substitute "FACILITIES" and strike  
16 "IN" and substitute "OR REQUIRED FOR".
- 17 Page 4, line 14, strike "AS" and substitute "TO THE EXTENT".
- 18 Page 4, line 16, strike "BUILDING;" and substitute "BUILDING. A PROPERTY  
19 OWNER RESERVES SOLE CONTROL OVER ALL USE AND OPERATING RIGHTS  
20 TO ANY EXISTING OR PLANNED WIRING AND INFRASTRUCTURE THAT THE  
21 PROPERTY OWNER OWNS. THE PROVIDER SHALL NOT CONNECT OR USE ANY  
22 CONDUIT, WIRING, OR INFRASTRUCTURE OWNED BY OR IN USE BY A  
23 THIRD-PARTY PROVIDER UNLESS THE PROVIDER IS GRANTED PERMISSION  
24 BY THE THIRD-PARTY PROVIDER THAT OWNS ANY SUCH CONDUIT, WIRING,  
25 OR INFRASTRUCTURE OR GRANTED PERMISSION TO USE ANY SUCH  
26 CONDUIT, WIRING, OR INFRASTRUCTURE BY THE PROPERTY OWNER."
- 27 Page 5, line 7, after "RELEASES" insert "AND INDEMNIFIES", after "THE"  
28 insert "PROPERTY", and strike "OF A MULTIUNITBUILDING".
- 29 Page 5, line 8, strike "FACILITY" and substitute "FACILITY, OTHER  
30 FACILITIES AT THE PROPERTY, OR ANY OTHER PROPERTY OF THE PROPERTY

1 OWNER".

2 Page 5, line 9, strike "IN" and substitute "RESULTING FROM" and strike  
3 "NEGLIGENCE;" and substitute "NEGLIGENCE OR IN INSTANCES WHERE ANY  
4 SUCH INDEMNIFICATION IS CONTRARY TO ANY OTHER STATE LAW, ANY  
5 LOCAL ORDINANCE, OR ANY LOCAL REGULATIONS. NOTHING IN THIS  
6 SUBSECTION (1)(b)(VII) SHALL BE CONSTRUED AS ALLEVIATING A  
7 PROVIDER FROM BEING LIABLE TO A PROPERTY OWNER FOR ANY REPAIR OF  
8 DAMAGE OR LOSS CAUSED BY THE PROVIDER;".

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

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

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

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

18 Page 6, after line 24, insert:

19 "(XVI) HAS A FIXED TERM AND IS NOT PERPETUAL IN NATURE; AND  
20 (XVII) STATES THAT THE TERMS, CONDITIONS, CHARGES, AND  
21 FEES FOR BROADBAND INTERNET SERVICES PROVIDED TO TENANTS AT A  
22 PROPERTY SHALL BE BETWEEN THE PROVIDER AND INDIVIDUAL TENANTS,  
23 THAT A PROPERTY OWNER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR  
24 SERVICES CHARGES CONTRACTED FOR BY TENANTS, THAT ALL BILLING AND  
25 COLLECTIONS FROM TENANTS WILL BE ACCOMPLISHED BY THE PROVIDER,  
26 AND THAT A PROPERTY OWNER HAS NO OBLIGATION TO PROVIDE  
27 INFORMATION REGARDING TENANTS OR TO COLLECT ANY AMOUNTS ON  
28 BEHALF OF THE PROVIDER."

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

32 Page 6, after line 26 insert:

33 "(a) CONTAIN A STATEMENT THAT THE PROVIDER:  
34 (I) IS AUTHORIZED TO PROVIDE COMMUNICATION SERVICES IN THE

1 PROPERTY;  
2 (II) HAS RECEIVED A VALID REQUEST FROM A TENANT IN THE  
3 PROPERTY AND THAT IDENTIFIES THE UNIT OCCUPIED BY SUCH TENANT;  
4 (III) WHEN INSTALLING, OPERATING, MAINTAINING, OR REMOVING  
5 EQUIPMENT FROM THE PROPERTY, WILL CONFORM TO SUCH REASONABLE  
6 CONDITIONS AS THE PROPERTY OWNER DEEMS NECESSARY TO PROTECT  
7 THE SAFETY, FUNCTIONING, AND APPEARANCE OF THE PROPERTY AND THE  
8 CONVENIENCE AND WELL-BEING OF ALL OCCUPANTS;  
9 (IV) WILL PAY THE PROPERTY OWNER JUST AND REASONABLE  
10 COMPENSATION FOR ITS USE OF THE PROPERTY; AND  
11 (V) WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE  
12 PROPERTY OWNER FOR ANY DAMAGE CAUSED BY THE INSTALLATION,  
13 OPERATION, MAINTENANCE, OR REMOVAL OF ITS FACILITIES FROM THE  
14 PROPERTY UNLESS ANY SUCH INDEMNIFICATION IS CONTRARY TO ANY  
15 OTHER STATE LAW, ANY LOCAL ORDINANCE, OR ANY LOCAL  
16 REGULATION;"

17 Reletter succeeding paragraphs accordingly.

18 Page 6, line 27, after the first "OF" insert "THE".

19 Page 7, line 1, strike "ACCESSED AND" and substitute "ACCESSED, A  
20 DETAILED DESCRIPTION OF THE PROVIDER'S PLANS AND SPECIFICATION FOR  
21 WORK TO BE PERFORMED AND FACILITIES OR EQUIPMENT TO BE INSTALLED,  
22 INCLUDING ANY REQUIRED UTILITY CONNECTIONS AND THE ELECTRICAL  
23 DEMAND OF THE FACILITIES AND EQUIPMENT TO BE INSTALLED,"

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

25 Page 7, line 3, strike "INFRASTRUCTURE;" and substitute  
26 "INFRASTRUCTURE, INCLUDING THE DATE AND TIMES THAT THE PROVIDER  
27 PROPOSES TO START AND COMPLETE THE INSTALLATION;"

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

31 Page 7, after line 12 insert:

32 "(4) FOR PURPOSES OF THIS SECTION AND SECTION 38-12-244, A  
33 PROPERTY OWNER'S RIGHTS TO MANAGE ACCESS INCLUDE THE PROPERTY  
34 OWNER'S RIGHTS TO:  
35 (a) IMPOSE CONDITIONS ON THE PROVIDER THAT ARE REASONABLY

1 NECESSARY TO PROTECT THE:  
2 (I) SAFETY, SECURITY, APPEARANCE, AND CONDITION OF THE  
3 PROPERTY; AND  
4 (II) SAFETY AND CONVENIENCE OF OTHER PERSONS;  
5 (b) IMPOSE A REASONABLE LIMITATION ON THE TIME AT WHICH THE  
6 PROVIDER MAY HAVE ACCESS TO THE PROPERTY FOR ANY REASON; AND  
7 (c) REQUIRE THE PROVIDER TO PAY COMPENSATION FOR SUCH  
8 ACCESS THAT IS REASONABLE AND NONDISCRIMINATORY AMONG SUCH  
9 TELECOMMUNICATIONS UTILITIES.  
10 (5) A PROPERTY OWNER HAS THE FOLLOWING PERMITTED REASONS  
11 TO REFUSE ACCESS TO THE MULTIUNIT BUILDING:  
12 (a) THE PROVIDER HAS FAILED OR REFUSED TO COMPLY WITH  
13 REASONABLY CONDITIONS AS SET FORTH IN SUBSECTION (4) OF THIS  
14 SECTION;  
15 (b) THE PROVIDER IS NOT LICENSED AND AUTHORIZED;  
16 (c) THE PROVIDER CANNOT VERIFY THAT ONE OR MORE TENANTS  
17 HAVE MADE A REQUEST FOR SERVICE;  
18 (d) THE PROPERTY OWNER CAN DEMONSTRATE THAT PHYSICAL  
19 LIMITATIONS AT THE PROPERTY PROHIBIT THE PROVIDER FROM INSTALLING  
20 THE FACILITIES AND EQUIPMENT IN EXISTING SPACE;  
21 (e) THE INSTALLATION WOULD HAVE SIGNIFICANTLY ADVERSE  
22 EFFECT ON HISTORICAL OR ARCHITECTURALLY SIGNIFICANT ELEMENTS OF  
23 THE PROPERTY;  
24 (f) THE INSTALLATION WOULD RESULT IN ENVIRONMENTAL HARM  
25 SUCH AS THE DISTURBANCE OF ASBESTOS OR LEAD PAINT;  
26 (g) THE INSTALLATION WOULD HAVE SIGNIFICANT ADVERSE  
27 EFFECT ON THE ABILITY OF EXISTING PROVIDERS TO PROVIDE SERVICES TO  
28 THE MULTIUNIT BUILDING;  
29 (h) THE INSTALLATION WOULD CAUSE UNDUE DAMAGE TO THE  
30 MULTIUNIT BUILDING OR IMPAIR THE USE OF THE PROPERTY FOR THE  
31 CONTINUED PROVISION OF ESSENTIAL SERVICES TO TENANTS; OR  
32 (i) THE PARTIES DO NOT RESOLVE A DISPUTE CONCERNING ANY  
33 JUST AND REASONABLE COMPENSATION TO THE PROPERTY OWNER FOR  
34 ALLOWING ACCESS AND USE OF THE PROPERTY THROUGH MEDIATION IN  
35 ACCORDANCE WITH SECTION 13-22-305, OR, IF UNABLE TO REACH AN  
36 AGREEMENT THROUGH MEDIATION, THROUGH ANY ENSUING ALTERNATIVE  
37 DISPUTE RESOLUTION OR LITIGATION IN WHICH EACH PARTY IS  
38 RESPONSIBLE FOR PAYING ITS OWN COSTS AND EXPENSES.  
39 (6) A PROPERTY OWNER SHALL NOT DISCRIMINATE IN RENTAL  
40 CHARGES OR OTHERWISE AGAINST ANY TENANT OR LESSEE REQUESTING OR  
41 RECEIVING BROADBAND INTERNET SERVICE UNDER THIS SECTION.  
42 (7) IF THERE IS A DISPUTE CONCERNING THE LEGAL RIGHTS AND  
43 OBLIGATIONS PURSUANT TO THIS ARTICLE, A PROPERTY OWNER AND

1 PROVIDER MUST ATTEMPT TO RESOLVE ANY DISPUTE THROUGH THE  
2 MEDIATION PROCESS PURSUANT TO SECTION 13-22-305 BEFORE A LAWSUIT  
3 IS COMMENCED. IF THE PARTIES DO NOT ATTEMPT TO RESOLVE THE  
4 DISPUTE THROUGH MEDIATION IN ACCORDANCE WITH SECTION 13-22-305,  
5 THE PARTIES WILL EACH PAY THE COST ASSOCIATED WITH AN  
6 ALTERNATIVE DISPUTE RESOLUTION.

7 **29-27-503. Just and reasonable compensation.** (1) A PROPERTY  
8 OWNER, AS DEFINED IN SECTION 29-27-501 (5), IS ENTITLED TO JUST AND  
9 REASONABLE COMPENSATION FROM A PROVIDER, AS DEFINED IN SECTION  
10 29-27-501 (6), THAT OBTAINS ACCESS TO A MULTIUNIT BUILDING, AS  
11 DEFINED IN SECTION 29-27-501 (4), FROM A PROPERTY OWNER. THE  
12 PROPERTY OWNER AND THE REQUESTING PROVIDER SHALL ATTEMPT TO  
13 REACH A MUTUALLY ACCEPTABLE AGREEMENT REGARDING REASONABLE  
14 AND NON-DISCRIMINATORY COMPENSATION DUE TO THE PROPERTY OWNER  
15 AS A RESULT OF THE REQUESTING PROVIDER'S INSTALLATION OF  
16 BROADBAND FACILITIES. IN ESTABLISHING THE AMOUNT WHICH WILL  
17 CONSTITUTE REASONABLE COMPENSATION THE PARTIES SHALL CONSIDER:

18 (a) THE EXTENT TO WHICH THE BROADBAND FACILITIES  
19 PHYSICALLY OCCUPY THE PROPERTY;

20 (b) THE ACTUAL LONG-TERM DAMAGE THE BROADBAND FACILITIES  
21 MAY CAUSE TO THE PROPERTY;

22 (c) THE EXTENT TO WHICH THE BROADBAND FACILITIES WOULD  
23 INTERFERE WITH THE NORMAL USE AND ENJOYMENT OF THE PROPERTY;

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

26 (e) THE DIMINUTION OR ENHANCEMENT IN VALUE OF THE  
27 PROPERTY RESULTING FROM THE AVAILABILITY OF THE BROADBAND  
28 INTERNET SERVICE."

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

31 Page 7, strike lines 17 and 18.

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

35 Strike "BROADBAND INTERNET SERVICE" on: **Page 3**, line 23; **Page 4**, lines  
36 4 and 5, 8, 17, 21, and 25; **Page 5**, lines 3, 6, and 13; **Page 6**, lines 1, 17,  
37 and 20; **Page 7**, line 8, and 16.

\*\* \*\*\* \*\* \*\*\* \*\*