

CHAPTER 218

PROPERTY

HOUSE BILL 24-1334

BY REPRESENTATIVE(S) Boesenecker, Amabile, Brown, Duran, Epps, Froelich, Hamrick, Herod, Jodeh, Joseph, Kipp, Lindsay, Lukens, Marvin, Mauro, Sirota, Titone, Vigil, English, Mabrey, Ortiz, Parenti, Ricks, Weissman, Woodrow; also SENATOR(S) Hansen, Bridges, Buckner, Exum, Priola, Roberts.

AN ACT

CONCERNING THE AUTHORIZATION OF A BROADBAND PROVIDER'S INSTALLATION OF NECESSARY BROADBAND INFRASTRUCTURE IN MULTIUNIT BUILDINGS, AND, IN CONNECTION THEREWITH, SPECIFYING LEGAL OBLIGATIONS AND RIGHTS RELATING TO THE INSTALLATION OF BROADBAND INFRASTRUCTURE IN SUCH BUILDINGS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** part 5 to article 27 of title 29 as follows:

**PART 5
ACCESS TO MULTIUNIT BUILDINGS**

29-27-501. Definitions. AS USED IN THIS PART 5, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "BROADBAND FACILITY" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-27-402 (1.5), BUT ONLY AS NECESSARY TO PROVIDE BROADBAND INTERNET SERVICES TO MULTIUNIT BUILDINGS AND DOES NOT INCLUDE TOWERS, POLES, BUILDINGS, OR ENCLOSURES LARGER THAN FOUR CUBIC FEET UNLESS THE PROPERTY OWNER OR MOBILE HOME PARK LANDLORD GRANTS PERMISSION TO INSTALL ANY SUCH FACILITY.

(2) "BROADBAND INTERNET SERVICE" MEANS A RETAIL SERVICE THAT TRANSMITS AND RECEIVES DATA FROM A CUSTOMER'S PROPERTY OR DETERMINED POINT OF PRESENCE TO SUBSTANTIALLY ALL INTERNET ENDPOINTS. THE TERM INCLUDES ANY CAPABILITIES THAT ARE INCIDENTAL TO AND ENABLE THE OPERATION OF BROADBAND INTERNET SERVICE.

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(3) "MOBILE HOME PARK LANDLORD" HAS THE SAME MEANING AS "MANAGEMENT" OR "LANDLORD", AS SET FORTH IN SECTION 38-12-201.5 (3).

(4) "MULTIUNIT BUILDING" MEANS A RESIDENTIAL MULTIDWELLING BUILDING OR A MOBILE HOME PARK. A "MULTIUNIT BUILDING" DOES NOT MEAN A COMMERCIAL OR NONRESIDENTIAL BUILDING.

(5) "PROPERTY OWNER" MEANS THE OWNER OF A MULTIUNIT BUILDING OR THE MANAGER OF A MULTIUNIT BUILDING ACTING ON BEHALF OF THE OWNER.

(6) "PROVIDER" MEANS A LICENSED PROVIDER OF BROADBAND INTERNET SERVICES INCLUDING PRIVATE PROVIDERS AND PROVIDERS FINANCED BY A LOCAL GOVERNMENT.

(7) "REQUEST FOR SERVICE" MEANS AN EXPRESSION OF INTEREST FROM A TENANT HAVING A TENANCY IN A MULTIUNIT BUILDING RECEIVED BY A PROVIDER EITHER BY MAIL, TELEPHONE IN WHICH ANY SUCH TELEPHONIC REQUEST IS MEMORIALIZED IN WRITING SIGNED BY THE TENANT, OR E-MAIL. A CONTACT BETWEEN A TENANT AND A PROVIDER THROUGH A SIGN-UP LIST CONTAINED ON THE PROVIDER'S WEBSITE WILL BE DEEMED A REQUEST FOR SERVICE AFTER THE PROVIDER CONFIRMS THE REQUEST IN WRITING AND OBTAINS A SIGNATURE BY THE TENANT.

29-27-502. Broadband internet service providers' access to a multiunit building. (1) SUBJECT TO A PROPERTY OWNER'S RIGHTS TO MANAGE ACCESS TO ITS PROPERTY PURSUANT TO SUBSECTION (4) OF THIS SECTION, A PROVIDER MAY ACCESS AND INSTALL ANY NECESSARY BROADBAND FACILITIES TO PROVIDE HIGH-SPEED BROADBAND INTERNET SERVICE TO A MULTIUNIT BUILDING IF:

(a) (I) THE PROVIDER PROVIDES SIXTY-DAY PRIOR WRITTEN NOTICE OF INTENT TO ACCESS THE PROPERTY TO INSTALL THE NECESSARY BROADBAND FACILITY TO PROVIDE BROADBAND INTERNET SERVICE TO THE PROPERTY OWNER IN ACCORDANCE WITH SUBSECTION (2) OF THIS SECTION. AN OWNER'S FAILURE TO RESPOND TO THE NOTICE WITHIN SIXTY DAYS IS DEEMED TO BE AUTHORIZATION FOR ACCESS AFTER A MINIMUM OF TWO ATTEMPTS TO NOTIFY THE OWNER HAVE BEEN MADE.

(II) IF A PROPERTY OWNER IS NONRESPONSIVE OR REFUSES TO ENGAGE WITH THE PROVIDER IN REGARDS TO THE AESTHETICS OF THE PROPERTY, THE PROVIDER SHALL INSTALL BROADBAND FACILITIES IN ACCORDANCE WITH HOW THE BROADBAND INTERNET SERVICE PROVIDER HAS REASONABLY ASSESSED AS MEETING THE AESTHETICS OF THE PROPERTY.

(b) THE PROVIDER PROVIDES TO THE PROPERTY OWNER AN ACCESS AGREEMENT THAT:

(I) COMPLIES WITH ALL FEDERAL LAWS AND REGULATIONS, STATE LAWS AND RULES, AND LOCAL ORDINANCES, RESOLUTIONS, AND REGULATIONS, INCLUDING ANY DECLARATORY RULING FROM THE FEDERAL COMMUNICATIONS COMMISSION BARRING EXCLUSIVE REVENUE SHARING AGREEMENTS AND GRADUATED REVENUE SHARING AGREEMENTS AND ANY SALE AND LEASEBACK AGREEMENTS UNDER WHICH A PROVIDER TRANSFERS OWNERSHIP OF ANY INSIDE WIRE ARRANGEMENTS TO THE

OWNER OF A MULTIDWELLING RESIDENTIAL BUILDING AND THEN LEASES THE WIRE BACK FROM THE PROPERTY OWNER;

(II) GRANTS THE PROVIDER A NON-EXCLUSIVE LICENSE TO CONSTRUCT, REPLACE, MAINTAIN, REPAIR, OPERATE, REMOVE, AND THE OBLIGATION TO INSTALL, AT THE PROVIDER'S SOLE EXPENSE, ALL BROADBAND FACILITIES OR OTHER EQUIPMENT NECESSARY OR REQUIRED FOR DISTRIBUTING ANY BROADBAND INTERNET SERVICE AND ANY ACCOMPANYING SERVICE DISTRIBUTED OVER THE HIGH-SPEED BROADBAND INTERNET INFRASTRUCTURE ONLY TO THE EXTENT NECESSARY TO PROVIDE HIGH-SPEED BROADBAND INTERNET SERVICE TO THE MULTIUNIT BUILDING. A PROPERTY OWNER RESERVES SOLE CONTROL OVER ALL USE AND OPERATING RIGHTS TO ANY EXISTING OR PLANNED WIRING AND INFRASTRUCTURE THAT THE PROPERTY OWNER OWNS. THE PROVIDER SHALL NOT CONNECT OR USE ANY CONDUIT, WIRING, OR INFRASTRUCTURE OWNED BY OR IN USE BY A THIRD-PARTY PROVIDER UNLESS THE PROVIDER IS GRANTED PERMISSION BY THE THIRD-PARTY PROVIDER THAT OWNS ANY SUCH CONDUIT, WIRING, OR INFRASTRUCTURE OR GRANTED PERMISSION TO USE ANY SUCH CONDUIT, WIRING, OR INFRASTRUCTURE BY THE PROPERTY OWNER.

(III) GRANTS THE PROVIDER ACCESS TO THE PROPERTY DURING NORMAL BUSINESS HOURS OR AT ANY TIME DURING AN EMERGENCY TO INSTALL OR REPAIR ANY BROADBAND FACILITY;

(IV) REQUIRES THE PROVIDER TO OBTAIN CONSENT FROM ANY TENANT OF THE MULTIUNIT BUILDING OR MOBILE HOME PARK PRIOR TO ENTERING THE TENANT'S PREMISES AND INSTALLING OR REPAIRING ANY NECESSARY BROADBAND FACILITY;

(V) GRANTS THE PROVIDER ALL OWNERSHIP INTEREST IN ANY BROADBAND FACILITY EXCEPT WHERE A FACILITY MAY BE DEEMED TO BE AFFIXED TO THE REAL PROPERTY AND CONSIDERED A FIXTURE OF THE PROPERTY IN WHICH THE OWNER OF THE PROPERTY RETAINS OWNERSHIP INTEREST OF THE FIXTURE;

(VI) REQUIRES THE PROVIDER TO BE RESPONSIBLE FOR MAINTAINING THE BROADBAND FACILITIES IN GOOD ORDER AND PROMPTLY REPAIRING ANY DAMAGE TO THE PROPERTY CAUSED BY THE PROVIDER;

(VII) RELEASES AND INDEMNIFIES THE PROPERTY OWNER FROM ANY LIABILITY FOR ANY DAMAGE OR LOSS TO THE BROADBAND FACILITY, OTHER FACILITIES AT THE PROPERTY, OR ANY OTHER PROPERTY OF THE PROPERTY OWNER EXCEPT RESULTING FROM THE OWNER'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OR IN INSTANCES WHERE ANY SUCH INDEMNIFICATION IS CONTRARY TO ANY OTHER STATE LAW, ANY LOCAL ORDINANCE, OR ANY LOCAL REGULATIONS. NOTHING IN THIS SUBSECTION (1)(b)(VII) SHALL BE CONSTRUED AS ALLEVIATING A PROVIDER FROM BEING LIABLE TO A PROPERTY OWNER FOR ANY REPAIR OF DAMAGE OR LOSS CAUSED BY THE PROVIDER;

(VIII) REQUIRES THE BROADBAND INTERNET SERVICE PROVIDER TO MAINTAIN INSURANCE THAT WILL INSURE ITS OBLIGATIONS UNDER THE ACCESS AGREEMENT WHICH COVERAGES SHALL BE IN COMMERCIALY REASONABLE AMOUNTS AND SHALL INCLUDE COVERAGES FOR WORKER'S COMPENSATION, PROPERTY DAMAGE, AND GENERAL LIABILITY;

(IX) RELEASES THE PROVIDER AND THE PROPERTY OWNER FROM ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY FAILURE TO PERFORM ITS OBLIGATION UNDER THE ACCESS AGREEMENT IF THE FAILURE IS CAUSED BY AN ACT OF GOD, ACCIDENT, FIRE, ACT OF GOVERNMENT, OR OTHER CAUSE OF SIMILAR NATURE BEYOND THE OBLIGOR'S REASONABLE CONTROL;

(X) STIPULATES THAT THE BROADBAND INTERNET SERVICE PROVIDER IS RESPONSIBLE FOR REMOVING THE BROADBAND FACILITY AND REPAIRING ALL DAMAGE CAUSED BY SUCH REMOVAL, WITHIN NINETY DAYS OF THE EXPIRATION OR TERMINATION OF THE ACCESS AGREEMENT, AT THE SOLE COST AND EXPENSE OF THE PROVIDER. THE BROADBAND INTERNET SERVICE PROVIDER MUST LEAVE THE BROADBAND FACILITY IN PLACE IF THE FACILITY BECOMES THE PROPERTY OF THE MULTIUNIT BUILDING OWNER IN ACCORDANCE WITH LAWS REGARDING FIXTURES.

(XI) WARRANTS THAT THE PROVIDER WILL NOT INTERFERE WITH OTHER SERVICES PROVIDED TO OR USED BY THE MULTIUNIT PROPERTY OR REQUIRE THE PROPERTY OWNER TO PROVIDE ANY SERVICES TO THE PROVIDER;

(XII) INCLUDES A FULL DESCRIPTION OF THE AREAS OF THE PROPERTY WHERE EQUIPMENT RELATED TO THE BROADBAND FACILITY WILL BE LOCATED THAT IS REASONABLY LIMITED TO ONLY THOSE AREAS AS NECESSARY TO PROVIDE HIGH-SPEED BROADBAND INTERNET SERVICE TO THE MULTIUNIT BUILDING, IS CONTAINED WITHIN EXISTING UTILITY EASEMENTS WHENEVER POSSIBLE, AND IS SUBJECT TO THE PROPERTY OWNER'S RIGHT TO DETERMINE THE LOCATION OF THE EQUIPMENT OR ANY RELOCATION OF THE EQUIPMENT REQUIRED BY FUTURE DEVELOPMENT OF THE PROPERTY;

(XIII) REQUIRES THE INSTALLATION MUST BE DONE IN ACCORDANCE WITH INDUSTRY BEST PRACTICES, INCLUDING AESTHETIC BEST PRACTICES, AND IN INCORPORATED AREAS, EXTERIOR INFRASTRUCTURE MUST BE AT OR BELOW GRADE;

(XIV) REQUIRES THE PROVIDER TO ASSUME ALL COSTS FOR DAMAGE RELATED TO CONSTRUCTION AS A RESULT OF THE UNLOCATED PRIVATE UTILITIES ON THE PROPERTY;

(XV) REQUIRES THE PROVIDER TO AVOID ANY DEVIATION FROM THE GENERAL AESTHETICS OF A BUILDING WHEN INSTALLING ANY BROADBAND FACILITIES WHEN IT IS PRACTICABLE AND DOES NOT CAUSE ANY UNDUE HARDSHIP ON THE BROADBAND INTERNET SERVICE PROVIDER.

(XVI) HAS A FIXED TERM AND IS NOT PERPETUAL IN NATURE;

(XVII) STATES THAT THE TERMS, CONDITIONS, CHARGES, AND FEES FOR BROADBAND INTERNET SERVICES PROVIDED TO TENANTS AT A PROPERTY SHALL BE BETWEEN THE PROVIDER AND INDIVIDUAL TENANTS, THAT A PROPERTY OWNER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR SERVICE CHARGES CONTRACTED FOR BY TENANTS, THAT ALL BILLING AND COLLECTIONS FROM TENANTS WILL BE ACCOMPLISHED BY THE PROVIDER, AND THAT A PROPERTY OWNER HAS NO OBLIGATION TO PROVIDE INFORMATION REGARDING TENANTS OR TO COLLECT ANY AMOUNTS ON BEHALF OF THE PROVIDER; AND

(XVIII) STATES THAT A TENANT OF AN INDIVIDUALLY OWNED AND AN OWNER-OCCUPIED UNIT IN A MULTIUNIT RESIDENTIAL BUILDING, INCLUDING A CONDO OWNER, MUST OBTAIN APPROVAL FROM THE OWNER OF THAT INDIVIDUALLY OWNED UNIT BEFORE A PROVIDER MAY INSTALL OR PROVIDE SERVICE TO THAT UNIT.

(2) THE NOTICE REQUIRED BY SUBSECTION (1)(a) OF THIS SECTION MUST BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WITH A COPY SENT BY E-MAIL AND MUST:

(a) CONTAIN A STATEMENT THAT THE PROVIDER:

(I) IS AUTHORIZED TO PROVIDE COMMUNICATION SERVICES IN THE PROPERTY;

(II) HAS RECEIVED A VALID REQUEST FROM A TENANT IN THE PROPERTY AND THAT IDENTIFIES THE UNIT OCCUPIED BY SUCH TENANT. IN INSTANCES WHERE THE REQUEST FOR SERVICE IS MADE BY A TENANT IN A CONDOMINIUM UNIT AS DEFINED IN SECTION 38-33-103, THE TENANT MUST PROVIDE EVIDENCE OF PRIOR WRITTEN CONSENT OF THE CONDOMINIUM OWNER IN ORDER FOR THE REQUEST TO BE DEEMED VALID;

(III) WHEN INSTALLING, OPERATING, MAINTAINING, OR REMOVING EQUIPMENT FROM THE PROPERTY, WILL CONFORM TO SUCH REASONABLE CONDITIONS AS THE PROPERTY OWNER DEEMS NECESSARY TO PROTECT THE SAFETY, FUNCTIONING, AND APPEARANCE OF THE PROPERTY AND THE CONVENIENCE AND WELL-BEING OF ALL OCCUPANTS;

(IV) WILL PAY THE PROPERTY OWNER JUST AND REASONABLE COMPENSATION FOR ITS USE OF THE PROPERTY; AND

(V) WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE PROPERTY OWNER FOR ANY DAMAGE CAUSED BY THE INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF ITS FACILITIES FROM THE PROPERTY UNLESS ANY SUCH INDEMNIFICATION IS CONTRARY TO ANY OTHER STATE LAW, ANY LOCAL ORDINANCE, OR ANY LOCAL REGULATION;

(b) INCLUDE A FULL DESCRIPTION OF THE AREAS OF THE PROPERTY THAT WILL BE ACCESSED, A DETAILED DESCRIPTION OF THE PROVIDER'S PLANS AND SPECIFICATION FOR WORK TO BE PERFORMED AND FACILITIES OR EQUIPMENT TO BE INSTALLED, INCLUDING ANY REQUIRED UTILITY CONNECTIONS AND THE ELECTRICAL DEMAND OF THE FACILITIES AND EQUIPMENT TO BE INSTALLED, THE TYPE OF BROADBAND FACILITY THAT WILL BE NECESSARY, THE EXPECTED TIME FRAME NEEDED FOR THE DEPLOYMENT OF INFRASTRUCTURE, INCLUDING THE DATE AND TIMES THAT THE PROVIDER PROPOSES TO START AND COMPLETE THE INSTALLATION; AND

(c) INCLUDE AN EXPLANATION OF ALL THE LEGAL OBLIGATIONS AND RIGHTS OF THE PROVIDER AND THE OWNER OF THE MULTIUNIT BUILDING IN ACCORDANCE WITH SUBSECTION (1)(b) OF THIS SECTION, INCLUDING THAT THE PROPERTY OWNER HAS CERTAIN LIMITED RIGHTS TO REFUSE ACCESS TO THE MULTIUNIT PROPERTY.

(3) NOTHING IN THIS SECTION SHOULD BE CONSTRUED TO PERMIT A PROVIDER TO IDENTIFY AND SEEK REPAIR FOR ANY STRUCTURAL DEFICIENCIES NOT RELATED TO

THE DIRECT NEED FOR INSTALLING THE BROADBAND FACILITY OR TO INSTALL BROADBAND FACILITIES FOR PURPOSES BEYOND PROVIDING SERVICE TO THE MULTIUNIT BUILDINGS.

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

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

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

(II) SAFETY AND CONVENIENCE OF OTHER PERSONS;

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

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

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

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

(b) THE PROVIDER IS NOT LICENSED AND AUTHORIZED;

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

(d) THE PROPERTY OWNER CAN DEMONSTRATE THAT PHYSICAL LIMITATIONS AT THE PROPERTY PROHIBIT THE PROVIDER FROM INSTALLING THE FACILITIES AND EQUIPMENT IN EXISTING SPACE;

(e) THE INSTALLATION WOULD HAVE SIGNIFICANTLY ADVERSE EFFECT ON HISTORICAL OR ARCHITECTURALLY SIGNIFICANT ELEMENTS OF THE PROPERTY;

(f) THE INSTALLATION WOULD RESULT IN ENVIRONMENTAL HARM SUCH AS THE DISTURBANCE OF ASBESTOS OR LEAD PAINT;

(g) THE INSTALLATION WOULD HAVE SIGNIFICANT ADVERSE EFFECT ON THE ABILITY OF EXISTING PROVIDERS TO PROVIDE SERVICES TO THE MULTIUNIT BUILDING;

(h) THE INSTALLATION WOULD CAUSE UNDUE DAMAGE TO THE MULTIUNIT BUILDING OR IMPAIR THE USE OF THE PROPERTY FOR THE CONTINUED PROVISION OF ESSENTIAL SERVICES TO TENANTS; OR

(i) THE PARTIES DO NOT RESOLVE A DISPUTE CONCERNING ANY JUST AND REASONABLE COMPENSATION TO THE PROPERTY OWNER FOR ALLOWING ACCESS AND

USE OF THE PROPERTY THROUGH MEDIATION IN ACCORDANCE WITH SECTION 13-22-305, OR, IF UNABLE TO REACH AN AGREEMENT THROUGH MEDIATION, THROUGH ANY ENSUING ALTERNATIVE DISPUTE RESOLUTION OR LITIGATION IN WHICH EACH PARTY IS RESPONSIBLE FOR PAYING ITS OWN COSTS AND EXPENSES.

(6) A PROPERTY OWNER SHALL NOT DISCRIMINATE IN RENTAL CHARGES OR OTHERWISE AGAINST ANY TENANT OR LESSEE REQUESTING OR RECEIVING BROADBAND INTERNET SERVICE UNDER THIS SECTION.

(7) IF THERE IS A DISPUTE CONCERNING THE LEGAL RIGHTS AND OBLIGATIONS PURSUANT TO THIS ARTICLE, A PROPERTY OWNER AND PROVIDER MUST ATTEMPT TO RESOLVE ANY DISPUTE THROUGH THE MEDIATION PROCESS PURSUANT TO SECTION 13-22-305 BEFORE A LAWSUIT IS COMMENCED. IF THE PARTIES DO NOT ATTEMPT TO RESOLVE THE DISPUTE THROUGH MEDIATION IN ACCORDANCE WITH SECTION 13-22-305, THE PARTIES WILL EACH PAY THE COST ASSOCIATED WITH AN ALTERNATIVE DISPUTE RESOLUTION.

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

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

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

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

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

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

SECTION 2. In Colorado Revised Statutes, **add** 38-12-224 as follows:

38-12-224. Broadband internet service providers' access to property. A PROVIDER MAY ACCESS AND INSTALL ANY NECESSARY BROADBAND FACILITIES TO PROVIDE BROADBAND SERVICE TO ANY MOBILE HOME IN A MOBILE HOME PARK PURSUANT TO PART 5 OF ARTICLE 27 OF TITLE 29. A PROPERTY OWNER OF A MOBILE HOME PARK IS GRANTED ALL RIGHTS AFFORDED TO A PROPERTY OWNER IN ACCORDANCE WITH PART 5 OF ARTICLE 27 OF TITLE 29.

SECTION 3. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

Approved: May 22, 2024