

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

REREVISED

*This Version Includes All Amendments
Adopted in the Second House*

LLS NO. 24-0312.03 Jessica Herrera x4218

HOUSE BILL 24-1334

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A BILL FOR AN ACT

101 **CONCERNING THE AUTHORIZATION OF A BROADBAND PROVIDER'S**
102 **INSTALLATION OF NECESSARY BROADBAND INFRASTRUCTURE IN**
103 **MULTIUNIT BUILDINGS, AND, IN CONNECTION THEREWITH,**
104 **SPECIFYING LEGAL OBLIGATIONS AND RIGHTS RELATING TO THE**
105 **INSTALLATION OF BROADBAND INFRASTRUCTURE IN SUCH**
106 **BUILDINGS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill prohibits a property owner (owner) of a multiunit building,

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

SENATE
3rd Reading Unamended
April 30, 2024

SENATE
Amended 2nd Reading
April 29, 2024

HOUSE
3rd Reading Unamended
March 25, 2024

HOUSE
Amended 2nd Reading
March 22, 2024

including a multidwelling and multitenant building and a mobile home park, from denying a broadband provider (provider) access to the property to install the necessary infrastructure to provide high-speed broadband service. The bill specifies the legal obligations and rights of both broadband providers and owners regarding the deployment of broadband infrastructure.

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

2 **SECTION 1.** In Colorado Revised Statutes, **add** part 5 to article
3 27 of title 29 as follows:

4 **PART 5**

5 **ACCESS TO MULTIUNIT BUILDINGS**

6 **29-27-501. Definitions.** AS USED IN THIS PART 5, UNLESS THE
7 CONTEXT OTHERWISE REQUIRES:

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

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

19
20 (3) "MOBILE HOME PARK LANDLORD" HAS THE SAME MEANING AS
21 "MANAGEMENT" OR "LANDLORD", AS SET FORTH IN SECTION 38-12-201.5
22 (3).

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

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

25 (a) (I) THE PROVIDER PROVIDES SIXTY-DAY PRIOR WRITTEN
26 NOTICE OF INTENT TO ACCESS THE PROPERTY TO INSTALL THE NECESSARY
27 BROADBAND FACILITY TO PROVIDE BROADBAND INTERNET SERVICE TO THE

1 PROPERTY OWNER _____ IN ACCORDANCE WITH SUBSECTION (2) OF THIS
2 SECTION. AN OWNER'S FAILURE TO RESPOND TO THE NOTICE WITHIN SIXTY
3 DAYS IS DEEMED TO BE _____ AUTHORIZATION FOR ACCESS AFTER A MINIMUM
4 OF TWO ATTEMPTS TO NOTIFY THE OWNER HAVE BEEN MADE.

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

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

13 (I) COMPLIES WITH ALL FEDERAL LAWS AND REGULATIONS, STATE
14 LAWS AND RULES, AND LOCAL ORDINANCES, RESOLUTIONS, AND
15 REGULATIONS, INCLUDING ANY DECLARATORY RULING FROM THE FEDERAL
16 COMMUNICATIONS COMMISSION BARRING EXCLUSIVE REVENUE SHARING
17 AGREEMENTS AND GRADUATED REVENUE SHARING AGREEMENTS AND ANY
18 SALE AND LEASEBACK AGREEMENTS UNDER WHICH A _____ PROVIDER
19 TRANSFERS OWNERSHIP OF ANY INSIDE WIRE ARRANGEMENTS TO THE
20 OWNER OF A MULTIDWELLING RESIDENTIAL BUILDING AND THEN LEASES
21 THE WIRE BACK FROM THE PROPERTY OWNER;

22 (II) GRANTS THE _____ PROVIDER A NON-EXCLUSIVE LICENSE TO
23 CONSTRUCT, REPLACE, MAINTAIN, REPAIR, OPERATE, _____ REMOVE, AND THE
24 OBLIGATION TO INSTALL, AT THE PROVIDER'S SOLE _____ EXPENSE, ALL
25 BROADBAND FACILITIES OR OTHER EQUIPMENT NECESSARY _____ OR
26 REQUIRED FOR DISTRIBUTING ANY BROADBAND INTERNET SERVICE AND
27 ANY ACCOMPANYING SERVICE DISTRIBUTED OVER THE HIGH-SPEED

1 BROADBAND INTERNET INFRASTRUCTURE ONLY TO THE EXTENT
2 NECESSARY TO PROVIDE HIGH-SPEED BROADBAND INTERNET SERVICE TO
3 THE MULTIUNIT BUILDING. A PROPERTY OWNER RESERVES SOLE CONTROL
4 OVER ALL USE AND OPERATING RIGHTS TO ANY EXISTING OR PLANNED
5 WIRING AND INFRASTRUCTURE THAT THE PROPERTY OWNER OWNS. THE
6 PROVIDER SHALL NOT CONNECT OR USE ANY CONDUIT, WIRING, OR
7 INFRASTRUCTURE OWNED BY OR IN USE BY A THIRD-PARTY PROVIDER
8 UNLESS THE PROVIDER IS GRANTED PERMISSION BY THE THIRD-PARTY
9 PROVIDER THAT OWNS ANY SUCH CONDUIT, WIRING, OR INFRASTRUCTURE
10 OR GRANTED PERMISSION TO USE ANY SUCH CONDUIT, WIRING, OR
11 INFRASTRUCTURE BY THE PROPERTY OWNER.

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

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

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

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

27 (VII) RELEASES AND INDEMNIFIES THE PROPERTY OWNER ___ FROM

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

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

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

21 (X) STIPULATES THAT THE BROADBAND INTERNET SERVICE
22 PROVIDER IS RESPONSIBLE FOR REMOVING THE BROADBAND FACILITY AND
23 REPAIRING ALL DAMAGE CAUSED BY SUCH REMOVAL, WITHIN NINETY DAYS
24 OF THE EXPIRATION OR TERMINATION OF THE ACCESS AGREEMENT, AT THE
25 SOLE COST AND EXPENSE OF THE PROVIDER. THE BROADBAND INTERNET
26 SERVICE PROVIDER MUST LEAVE THE BROADBAND FACILITY IN PLACE IF
27 THE FACILITY BECOMES THE PROPERTY OF THE MULTIUNIT BUILDING

1 OWNER IN ACCORDANCE WITH LAWS REGARDING FIXTURES.

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

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

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

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

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

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

27 (XVII) STATES THAT THE TERMS, CONDITIONS, CHARGES, AND

1 FEES FOR BROADBAND INTERNET SERVICES PROVIDED TO TENANTS AT A
2 PROPERTY SHALL BE BETWEEN THE PROVIDER AND INDIVIDUAL TENANTS,
3 THAT A PROPERTY OWNER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR
4 SERVICES CHARGES CONTRACTED FOR BY TENANTS, THAT ALL BILLING AND
5 COLLECTIONS FROM TENANTS WILL BE ACCOMPLISHED BY THE PROVIDER,
6 AND THAT A PROPERTY OWNER HAS NO OBLIGATION TO PROVIDE
7 INFORMATION REGARDING TENANTS OR TO COLLECT ANY AMOUNTS ON
8 BEHALF OF THE PROVIDER; AND

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

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

17 (a) CONTAIN A STATEMENT THAT THE PROVIDER:

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

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

26 (III) WHEN INSTALLING, OPERATING, MAINTAINING, OR REMOVING
27 EQUIPMENT FROM THE PROPERTY, WILL CONFORM TO SUCH REASONABLE

1 CONDITIONS AS THE PROPERTY OWNER DEEMS NECESSARY TO PROTECT
2 THE SAFETY, FUNCTIONING, AND APPEARANCE OF THE PROPERTY AND THE
3 CONVENIENCE AND WELL-BEING OF ALL OCCUPANTS;

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

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

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

20 AND

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

26 (3) NOTHING IN THIS SECTION SHOULD BE CONSTRUED TO PERMIT
27 A PROVIDER TO IDENTIFY AND SEEK REPAIR FOR ANY STRUCTURAL

1 DEFICIENCIES NOT RELATED TO THE DIRECT NEED FOR INSTALLING THE
2 BROADBAND FACILITY OR TO INSTALL BROADBAND FACILITIES FOR
3 PURPOSES BEYOND PROVIDING SERVICE TO THE MULTIUNIT BUILDINGS.

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

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

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

11 (II) SAFETY AND CONVENIENCE OF OTHER PERSONS;

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

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

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

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

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

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

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

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

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

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

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

12 (i) THE PARTIES DO NOT RESOLVE A DISPUTE CONCERNING ANY
13 JUST AND REASONABLE COMPENSATION TO THE PROPERTY OWNER FOR
14 ALLOWING ACCESS AND USE OF THE PROPERTY THROUGH MEDIATION IN
15 ACCORDANCE WITH SECTION 13-22-305, OR, IF UNABLE TO REACH AN
16 AGREEMENT THROUGH MEDIATION, THROUGH ANY ENSUING ALTERNATIVE
17 DISPUTE RESOLUTION OR LITIGATION IN WHICH EACH PARTY IS
18 RESPONSIBLE FOR PAYING ITS OWN COSTS AND EXPENSES.

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

22 (7) IF THERE IS A DISPUTE CONCERNING THE LEGAL RIGHTS AND
23 OBLIGATIONS PURSUANT TO THIS ARTICLE, A PROPERTY OWNER AND
24 PROVIDER MUST ATTEMPT TO RESOLVE ANY DISPUTE THROUGH THE
25 MEDIATION PROCESS PURSUANT TO SECTION 13-22-305 BEFORE A LAWSUIT
26 IS COMMENCED. IF THE PARTIES DO NOT ATTEMPT TO RESOLVE THE
27 DISPUTE THROUGH MEDIATION IN ACCORDANCE WITH SECTION 13-22-305,

1 THE PARTIES WILL EACH PAY THE COST ASSOCIATED WITH AN
2 ALTERNATIVE DISPUTE RESOLUTION.

3 **29-27-503. Just and reasonable compensation.** (1) A PROPERTY
4 OWNER, AS DEFINED IN SECTION 29-27-501 (5), IS ENTITLED TO JUST AND
5 REASONABLE COMPENSATION FROM A PROVIDER, AS DEFINED IN SECTION
6 29-27-501 (6), THAT OBTAINS ACCESS TO A MULTIUNIT BUILDING, AS
7 DEFINED IN SECTION 29-27-501 (4), FROM A PROPERTY OWNER. THE
8 PROPERTY OWNER AND THE REQUESTING PROVIDER SHALL ATTEMPT TO
9 REACH A MUTUALLY ACCEPTABLE AGREEMENT REGARDING REASONABLE
10 AND NON-DISCRIMINATORY COMPENSATION DUE TO THE PROPERTY OWNER
11 AS A RESULT OF THE REQUESTING PROVIDER'S INSTALLATION OF
12 BROADBAND FACILITIES. IN ESTABLISHING THE AMOUNT WHICH WILL
13 CONSTITUTE REASONABLE COMPENSATION THE PARTIES SHALL CONSIDER:

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

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

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

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

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

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

27 **38-12-224. Broadband internet service providers' access to**

1 **property.** A PROVIDER MAY ACCESS AND INSTALL ANY NECESSARY
2 BROADBAND FACILITIES TO PROVIDE BROADBAND SERVICE TO ANY MOBILE
3 HOME IN A MOBILE HOME PARK PURSUANT TO PART 5 OF ARTICLE 27 OF
4 TITLE 29. A PROPERTY OWNER OF A MOBILE HOME PARK IS GRANTED ALL
5 RIGHTS AFFORDED TO A PROPERTY OWNER IN ACCORDANCE WITH PART 5
6 OF ARTICLE 27 OF TITLE 29.

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