

CHAMBER ACTION

1 The Justice Council recommends the following:

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3 **Council/Committee Substitute**

4 Remove the entire bill and insert:

5 A bill to be entitled

6 An act relating to liability of providers of streetlights;
7 creating s. 768.1382, F.S.; providing definitions;
8 including certain security or area lights within the
9 definition of the term "streetlight"; limiting liability
10 of a streetlight provider for injury or death or property
11 damage affected or caused by a malfunctioning streetlight;
12 providing procedures for notice and repair of
13 malfunctioning streetlights as a condition for limited
14 liability; providing that noncompliance with such
15 procedures does not create a presumption of negligence;
16 limiting liability of a public utility or electric utility
17 that discontinues service to a streetlight under certain
18 circumstances; limiting liability of a public utility or
19 electric utility for the design, layout, quantity, or
20 placement of streetlights or level of illumination
21 resulting from the proper operation of a streetlight or
22 series of streetlights; prohibiting certain findings of
23 fault of an entity not a party to litigation; providing

24 | for conflict, effect, and application; providing an
25 | effective date.

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27 | Be It Enacted by the Legislature of the State of Florida:

28 |

29 | Section 1. Section 768.1382, Florida Statutes, is created
30 | to read:

31 | 768.1382 Streetlights, security lights, and other similar
32 | illumination; limitation on liability.--

33 | (1) As used in this section, the term:

34 | (a) "Actual notice" means notification to the streetlight
35 | provider that is acknowledged by the streetlight provider in
36 | accordance with its designated procedures by any person of an
37 | inoperative or malfunctioning streetlight using the designated
38 | procedures specified by the streetlight provider and containing
39 | at least the following information:

40 | 1. Identification of the streetlight location with such
41 | specificity that the location of the streetlight can be
42 | identified by the streetlight provider.

43 | 2. A description of the nature of the malfunction or
44 | failure of illumination of the streetlight.

45 | 3. Appropriate contact information, as available,
46 | sufficient for the streetlight provider to contact the person
47 | making the notification, such as the name and address,
48 | electronic mail address, or phone number of the person making
49 | the notification.

50 (b) "Designated procedures" means the procedures
51 designated by a streetlight provider to provide actual notice as
52 defined in paragraph (a).

53 (c) "Person" means any legal or natural person as defined
54 in s. 1.01(3).

55 (d) "Streetlight" means any streetlight, any outdoor
56 security light, or any outdoor area light that is owned or
57 maintained by or for a streetlight provider. The term
58 "streetlight" does not include any customer-owned or customer-
59 maintained streetlights, outdoor security lights, or outdoor
60 area lights of any type, regardless of their location.

61 (e) "Streetlight provider" means the state or any of the
62 state's officers, agencies, or instrumentalities, any political
63 subdivision as defined in s. 1.01, any public utility as defined
64 in s. 366.02(1), or any electric utility as defined in s.
65 366.02(2).

66 (2) A streetlight provider is not liable and may not be
67 held liable for any civil damages for personal injury, wrongful
68 death, or property damage affected or caused by the malfunction
69 or failure of illumination of such streetlight, regardless of
70 whether the malfunction or failure of illumination is alleged or
71 demonstrated to have contributed in any manner to the personal
72 injury, wrongful death, or property damage, unless the provider
73 failed to comply with the provisions of subsection (3).

74 (3) In order for any streetlight provider to have the
75 benefit of the limitation on liability as set forth in
76 subsection (2), the streetlight provider must have complied with
77 the following:

78 (a) The streetlight provider must disclose its designated
 79 procedures for providing actual notice of an inoperative or
 80 malfunctioning streetlight to its customers through annual
 81 inserts in its customers' bills. The streetlight provider must
 82 disclose its designated procedures for providing actual notice
 83 of an inoperative or malfunctioning streetlight to the general
 84 public, and to its customers if bill inserts are not used, in an
 85 annual notice paid for by the streetlight provider and published
 86 in the relevant newspapers of general circulation.

87 (b) A streetlight provider must repair any inoperative or
 88 malfunctioning streetlight within 60 days after receiving actual
 89 notice that the streetlight is inoperative or malfunctioning.

90 (c) If a streetlight provider repairs the inoperative or
 91 malfunctioning streetlight and the streetlight subsequently
 92 again becomes inoperative or malfunctioning, the streetlight
 93 provider shall repair such inoperative or malfunctioning
 94 streetlight within 60 days after receiving actual notice that
 95 the streetlight is again inoperative or malfunctioning
 96 subsequent to the prior repair.

97 (d) After a streetlight provider receives actual notice,
 98 investigates the report, and determines that the streetlight is
 99 functioning properly, such information shall be noted in the
 100 streetlight provider's business records. Upon receipt of any
 101 subsequent actual notice that the streetlight is again
 102 inoperative or malfunctioning, the streetlight provider shall
 103 repair the streetlight within 60 days after receiving such
 104 subsequent actual notice.

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105 (e) If, upon investigation by the streetlight provider
106 after receiving actual notice of any event described in
107 paragraph (b), paragraph (c), or paragraph (d), the streetlight
108 provider determines that the nature of the repair or replacement
109 cannot be achieved within the 60-day period, the streetlight
110 provider shall make a determination as to the time in which it
111 can complete the corrective action and denote such time in its
112 business records. Except as provided in paragraph (f), a
113 streetlight provider under this paragraph may not take more than
114 180 days to complete the corrective action after receiving
115 actual notice unless such longer delay is related to actions or
116 decisions made or required by the customer with the
117 responsibility for paying the utility bill for such streetlight
118 or related to a tornado, a severe weather event, or other
119 unforeseen event resulting in severe damage that does not give
120 rise to a declared state of emergency, in which case the
121 streetlight provider shall be subject to the time periods set
122 forth in paragraph (f).

123 (f) For a streetlight provider operating in a county
124 affected by a state of emergency declared by federal, state, or
125 local authorities, the time periods in paragraph (b), paragraph
126 (c), paragraph (d), or paragraph (e) shall be extended to 365
127 days after the cessation of the emergency or such longer period
128 of time that may be dictated by the circumstances or 60 days
129 after receiving actual notice that the streetlight is
130 inoperative or malfunctioning, whichever is later.

131 (4) Where the streetlight provider is a public utility or
132 an electric utility, the streetlight provider is not liable for

133 any civil damages for personal injury, wrongful death, or
 134 property damage affected or caused by the failure of
 135 illumination of such streetlights, regardless of whether the
 136 failure of illumination is alleged or demonstrated to have
 137 contributed in any manner to the personal injury, wrongful
 138 death, or property damage, if the streetlight provider
 139 disconnected electric or gas service to the streetlight upon the
 140 streetlight customer's request or as a result of the streetlight
 141 customer's failure to pay electric or gas bills when due or
 142 other breach of the applicable streetlight agreement or upon
 143 termination of the applicable streetlight agreement. In no event
 144 shall a public utility or electric utility be liable or held
 145 liable for civil damages for personal injury, wrongful death, or
 146 property damage under any circumstance affected or caused by the
 147 design, layout, quantity, or placement of streetlights or level
 148 of illumination resulting from the proper operation of a
 149 streetlight or series of streetlights.

150 (5) In any civil action for damages arising out of
 151 personal injury, wrongful death, or property damage when a
 152 streetlight provider's fault regarding the provision or
 153 maintenance of streetlights is at issue, if the streetlight
 154 provider responsible for providing or maintaining the
 155 streetlights is immune from liability pursuant to this section
 156 or is not a party to the litigation, such streetlight provider
 157 may not be named on the jury verdict form or be deemed or found
 158 in such action to be in any way at fault or responsible for the
 159 injury or death or damage that gave rise to the damages.

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160 (6) In no event shall a streetlight provider's
161 noncompliance with the provisions of subsection (3) create a
162 presumption of negligence on the part of the streetlight
163 provider in any civil action for damages arising out of personal
164 injury, wrongful death, or property damage.

165 (7) In the event that there is any conflict between this
166 section and s. 768.81, or any other section of Florida Statutes,
167 this section shall control. Further, nothing in this section
168 shall impact or waive any provision of s. 768.28.

169 Section 2. This act shall take effect upon becoming a law
170 and shall apply to causes of action that accrue on or after the
171 effective date.