

About the Immunity from Liability for Wireless Providers - the E-911 bill is attached here. Read Section 4 -

The E-911 bill granting parity of immunity from liability to wireless providers was enacted in 1999. Lawyers reading the language of the 1999 Bill say that the language favors wireless providers. Your local board would have to read the language in any contract between a wireless provider and any landowner to see how specific it is. What exactly do they say they will indemnify for - the personal property of the land owner or any damage, injury, or property devaluation resulting to anyone coming from the placement of the wireless base station?

Any wireless provider will likely challenge a private landowner who starts a tort action against them and has infinitely more legal resources to do it. It will take a while for the first case to progress through the courts to see which way the immunity from liability is interpreted. Does the tower site landowner have the resources to go toe to toe with the wireless provider and/or the tower real estate company? No provider will want to set the precedent of assuming any liability for property devaluation when all are now portrayed as serving the public good by facilitating the transmission of 911 calls country wide.

The problem of the language in the E-911 bill is that it "includes the transmission of " E-911 calls. What does it exclude? Something that far open to interpretation makes this ripe for slugging it out in court.