

ALASKA LEGISLATURE COMMITTEE FILES, 1989-1990
5933 HOUSE LABOR & COMMERCE

8672

337

REQUEST FOR PROPOSALS

**ELMENDORF AFB
U.S. ARMY
ENVIRONMENTAL IMPACT
PROFESSIONAL SVCS CONTRACT
DACA85-90-R-0005**

Professional services contract for environmental impact statement (EIS) evaluating the environmental impacts associated with the present and projected activities on the U.S. Army installations in Alaska. Administrative inquires, Mr. Randall Jacobs, (907) 753-5600, Contracting Office, Major Dean Dickey. The selected contractor will provide an interdisciplinary team and support staff necessary to prepare the draft EIS and a final EIS and respond to the comments received on the draft EIS and final EIS. The contractor will be responsible for conducting all public scoping meetings. The EIS will be prepared to meet the requirements of the National Environmental Policy Act of 1969. The contractor must have the capability to evaluate the environmental effects of each of the alternatives identified during the scoping process. Location: Fort Richardson, Wainwright and Greely, Alaska. Required: The following disciplines are required to be in house: Project manager, terrestrial biologist, aquatic biologist, archeologist (qualified as per 36 CFR 61), and writer/editor. The following may be subcontracted: anthropologist (subsistence), social economist, and engineering. Start June 90. Completion June 91. Type Contract: Firm fixed price. Firms desiring consideration shall submit appropriate data as described in Note 24. Previous amount of awarded DOD fees will be based upon the past 3 years. The contractor shall employ, for the purpose of performing that portion of the contract work in the State of Alaska, individuals who are residents of the State and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to

perform the contract. Firms submitting SF 255s (1 copy only) should indicate: (1) organization of proposed project team, (2) responsibilities and authority of key project personnel, (3) relationship of project team to overall organization of the firm, (4) past performance on quality control plans, and (5) the prime contractor must indicate total DOD fees awarded in the past 3 years. Do not include any DOD fees received while working as a subcontractor. An SF 254 and 255 for each subcontractor/associate must be included in the submittal package in order to be considered responsive to this announcement. Submittals must be received at the address indicated above not later than COB (4:00 p.m. Alaska time) 30 days from issue date in CBD and must address all items stated here in order to be considered. This is not a request for proposal.

U.S. Army Engineer District, Alaska
Attn: CENPA-EN-PM-PS
PO Box 898
Anchorage, AK 99506-0898
(Physical Address:
Bldg 21-700, (Room 200) Bluff &
Plum Streets
Elmendorf AFB, Alaska 99506-0898)

PLANHOLDERS**UNALASKA SOUTH CHANNEL BRIDGE CATHODIC PROTECTION SYSTEM**
BID DATE: February 7, 1990 at 2:00 PM **AGC No: 9002055**

AK DIVERS & UNDERWATER SALVAGE	907-357-0515	BORTON DIVERS	907-274-1110
CONST & RIGGING INC	907-563-3422	GLOBAL DIVING & SALVAGE	206-633-0621
JAY-BRANT GENERAL CONTRACTORS	907-235-8400	KHO CONSTRUCTION	907-563-3034
MARTECH INTERNATIONAL	907-561-1970	*NORTHWEST CONSTRUCTORS INC	907-561-1930
*UNDERWATER CONSTRUCTION	907-349-7588	*WESTERN ALASKA CONTRS - JV	907-561-1986
CONTRACTING SERVICES COMPANY	907-224-8947	*ERDMAN & ASSOC CONSULTING ENGRG	907-376-6989
*STORM CHASERS INC	907-262-7868	NORTON CORROSION LIMITED	206-483-1616

KETCHIKAN UAS ROBERTSON BLDG FIRE ALARM SYSTEM-REBID
BID DATE: February 6, 1990 at 2:00 PM **AGC No: 9004029**

COCHRAN ELECTRIC	907-225-5688	CAVE ELECTRIC	907-789-9899
CHANNEL ELECTRIC INC	907-225-9725	ISLAND ELECTRIC INC	907-225-5800
*BOUNDS ELECTRIC	907-345-5163	ENGINEERED FIRE SYSTEMS INC	907-274-7973
ALASKA PETROLEUM CONTRS	907-563-5333		

MCGRATH SCHOOL ROOF REPLACEMENT**BID DATE: February 6, 1990 at 4:00 PM** **AGC No: 9003004**
Additional Bulletin Listings: 90/04

*INDUSTRIAL ROOFING	907-349-7272	*GASTON & ASSOCIATES INC	907-344-1717
SCHOLTEN ROOFING INC	206-398-8484	COLLINS CONSTRUCTION	907-376-8299
*H2W CONSTRUCTORS INC	907-344-2522	WOLVERINE SUPPLY INC	907-333-6572
*3-WAY ELECTRIC OF ALASKA	907-277-1694	*A & A ROOFING COMPANY INC	907-452-3633
*FAIRHILL CONSTRUCTION INC	907-474-9251	H & H SHEETMETAL	907-248-6923
*MATRIX CONSTRUCTION	907-349-4942	MAT VALLEY ELECTRIC	907-376-5515
INTERNATIONAL MECHANICAL	907-563-3044	P & M MECHANICAL	907-563-3829
*MELIN & SONS INC	907-745-3324	K-C CORPORATION	907-258-2425
KHO CONSTRUCTION INC	907-563-3034		
GLACIER STEEL, P.O. BOX 209, ST PAUL, AK 99660			

KETCHIKAN UAS ROBERTSON BLDG RAMP EXTENSION/MECH'L REMODEL-REBID
BID DATE: February 7, 1990 at 2:00 PM **AGC No: 9004024**

SOUTHEAST ENGINEERING	907-225-6513	STANDARD MECHANICAL INC	907-472-9651
COOGAN CONSTRUCTION CO	907-780-8000	DAWSON CONSTRUCTION CO	206-734-8130
MILLER COMPANY, P.O. BOX 8924, KETCHIKAN, AK 99901			

ANCHORAGE UAA CHESTER CREEK FOOT BRIDGE REPLACEMENT
BID DATE: February 13, 1990 at 2:00 PM **AGC No: 9004088**

*ALPHA CONST & ENGRG	907-258-2423	*UNDERWATER CONSTRUCTION	907-349-7588
KHO CONSTRUCTION INC	907-563-3034	SWANK CONSTRUCTION	907-344-4324
GOERTZ CONSTRUCTION INC	907-243-4094	F & W CONSTRUCTION	907-248-3666
CONSTRUCTION & RIGGING INC	907-563-3422	KESSLER CONSTRUCTION	907-248-4564
*M F CONSTRUCTION INC	907-349-2631	KNIK RIVER CONSTRUCTION	907-688-5442
MMC	907-349-7435	DBS ENTERPRISES	907-688-2070
ADEPT CONSTRUCTION	907-694-6550	EVERGREEN LANDSCAPING INC	907-278-1743
H WATT & SCOTT INC	907-345-1734	*TAYLOR RIGGING INC	907-349-1555
*MATRIX CONSTRUCTION	907-349-4942	BEAR MOUNTAIN BLDG CO	907-224-3913
WRIGHT GENERAL	907-373-7321		

* Denotes current AGC members.

PLANHOLDERS

ANCHORAGE PIONEERS' HOME ANNUNCIATOR REPLACEMENT

BID DATE: February 14, 1990 at 2:00 PM AGC No: 9004095

Additional Bulletin Listing: 90/04

ALASKA TECHNICAL SALES	907-561-4900	ALASKA PETROLEUM CONTRS	907-659-2627
ELECTRIC INC	907-277-1431	ENGINEERED FIRE SYSTEMS	907-274-7973
A GOOD KID ENTERPRISES	907-338-7398	FIRST PACIFIC FEDERAL SYSTEM	907-763-5800

ANCHORAGE REGIONAL OFFICE BLDG REMODEL

BID DATE: February 13, 1990 at 2:00 PM AGC No: 9005096

MARENCO INC	907-346-1345	*SPECIALTY INTERIORS	907-344-5285
GOLDEN CONSTRUCTION	907-345-3898	MAXIM INC	907-333-4093
LOCKWOOD COMPANY	907-346-2581	CONSOLIDATED ENTERPRISES	907-277-4669
KESSLER CONSTRUCTION	907-248-6605	RAND CONSTRUCTION	907-272-5399
SIX M CONSTRUCTION INC	907-376-7860	MAXIMS PAINTING	907-345-4484
ANDY'S URETHANE	907-349-2340	*MATRIX CONSTRUCTION	907-349-4942
*WILLOWDFLL ENTERPRISES	907-248-1735	TITAN CONSTRUCTION INC	907-563-1132
WRIGHT GENERAL	907-373-7321	ASBESTOS GENERAL INC	907-563-2267
BLOMFIELD COMPANY	907-562-2766	*INTERNATIONAL STEEL ERECTORS	907-272-2600
*BOUNDS ELECTRIC	907-696-0555	SCS CONSTRUCTION	907-561-5544
KHO CONSTRUCTION	907-563-3034	*WOODARD CONSTRUCTION	907-663-3060
*VERTECS CORPORATION	907-349-3528	ELECTRIC INC	907-277-1431
H WATT & SCOTT	907-345-1734	EMERALD ELECTRIC CO	907-563-3658
REDI ELECTRIC	907-561-2323	*ALCAN ELECTRICAL & ENGRG	907-563-3767
BROADMOOR MAINTENANCE	907-248-1901	ED'S ELECTRIC	907-272-4591
WEST COOK INLET INC	907-561-7424	*GRIZZLY ELECTRIC	907-279-9597

MAT-SU UAA FIRE ALARM PANEL REPLACEMENT

BID DATE: February 20, 1990 at 2:00 PM AGC No: 9005099

GUARDIAN SECURITY	907-274-5275	*BOUNDS ELECTRIC	907-696-0555
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ANCHORAGE UAA PCB REMOVAL

BID DATE: February 21, 1990 at 10:00 AM AGC No: 9005098

VRCA ENVIRONMENTAL SVCS INC	907-562-3700	SPILTECH INC	907-522-1325
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ANCHORAGE MERRILL FIELD AIRPORT IMPROVEMENTS

BID DATE: February 6, 1990 at 2:00 PM AGC No: 9003003

Additional Bulletin Listings: 90/03, 90/04

SAFAR CONSTRUCTION CO	907-783-2876	CHARLES L TROST	907-248-4713
*CENTRAL ENVIRONMENTAL INC	907-272-9511	S & A ENTERPRISES	907-349-7541
BN CONTRACTING	907-561-2276	C & V BACKHOE	907-345-2136
MILLER TRUCKING & EXCAVATING	907-694-2782		

ANCHORAGE ML&P FUEL STORAGE & DISPENSING SYSTEM

BID DATE: February 14, 1990 at 2:00 PM AGC No: 8952030

Additional Bulletin Listings: 90/02, 90/03, 90/04

EMERALD ELECTRIC	907-563-3658
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ANCHORAGE WATER QUALITY MONITORING WELLS

BID DATE: February 13, 1990 at 2:00 PM AGC No: 9065105

ALPINE DRILLING & ENTERPRISES	907-345-0202
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* Denotes current AGC members.

ANCHORAGE PORT POL TERMINAL EXPANSION

BID DATE: February 21, 1990 at 2:00 PM

AGC No: 9005107

ASHMORE INDUSTRIES	208-872-8202	*KIEWIT CONSTRUCTION CO	907-562-2177
*UNIT COMPANY	907-349-6666	*C R LEWIS CO INC	907-276-3624
JOHNSON EXCAVATION & CONST	907-37628825	BIG M CORPORATION	907-562-3281
*MKB CONSTRUCTORS	208-634-1700	*SWALLING CONST CO INC	907-272-3461
SANDSTROM & SONS INC	907-344-4341	ELECTRIC INC	907-277-1431
STEEL FABRICATORS	907-277-4838	CONSTRUCTION & RIGGING INC	907-563-3422
SEIDELHUBER IRON & BRONZE	208-767-4321	JESSE ENGINEERING CO	208-922-7433

FAIRBANKS CHENA POWER PLANT FIRE SPRINKLER EXTENSION

BID DATE: February 13, 1990 at 2 PM

AGC No: 9004090

CMH CONSULTANTS	907-452-4810	*WORMALD FIRE SYSTEMS	907-563-3585
*GRINNELL FIRE PROTECTION	907-346-3522	FIRE GUARD SPRINKLER SYSTEMS	907-344-7200
INTERIOR ELECTRIC INC	907-474-0192		

ANCHORAGE EDWARD STREET STRIP PAVING

BID DATE: February 16, 1990 at 2:00 PM

AGC No: 9005106

*ALASKA ROAD BORING	907-344-6896	C & V BACKHOE	907-346-2136
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BID RESULTS**KETCHIKAN PRIMARY WASTEWATER TREATMENT PLANT**

Project No:
 Location: KETCHIKAN, AK
 Owner: CITY OF KETCHIKAN

BID DATE: January 29, 1990 at 2:00 PM
 A.G.C. No: 8948103

8 BIDDERS TOTAL

MCGRAW CUSTOM CONSTRUCTION	\$4,300,000.00	*RITCHIE TRANSPORTATION CO INC	\$4,786,118.00
PACIFIC VENTURES INC	\$4,315,000.00	DYAD CONSTRUCTION	\$4,772,022.00
DAWSON CONSTRUCTION	\$4,359,000.00	*SOUTH COAST INC	\$4,829,000.00
*ALASKA MECHANICAL INC	\$4,487,000.00	WAYNE CONSTRUCTION	\$6,387,000.00

JUNEAU SOUTH FRANKLIN STREET TRANSMISSION LINE

Project No: E 90-131
 Location: JUNEAU, AK
 Owner: CITY & BOROUGH OF JUNEAU

BID DATE: January 30, 1990 at 2:00 PM
 A.G.C. No: 9002061

5 BIDDERS TOTAL

FOSCO INC	\$178,215.00	GASTINEAU CONSTRUCTION	\$228,800.00
MILLER CONSTRUCTION	\$204,297.00	COOGAN CONSTRUCTION	\$273,360.00
*NORTHERN CONSTRUCTION	\$223,940.00	ESTIMATE	\$170,700.00

FAIRBANKS FURNISH DUCTILE IRON PIPE

Project No: FB-90-02
 Location: FAIRBANKS, AK
 Owner: CITY OF FAIRBANKS

BID DATE: January 31, 1990 at 10:00 AM
 A.G.C. No: 9003013

2 BIDDERS TOTAL

AMERICAN CAST IRON	\$280,137.80	US PIPE FOUNDRY	\$280,826.82
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UNALASKA INDUSTRIAL BLDG/REPAIR SHOP/WAREHOUSE & POWERHOUSE

Project No:
 Location: UNALASKA, AK
 Owner: WESTWARD SEAFOODS, INC

BID DATE: January 19, 1990 at 3:00 PM
 A.G.C. No: 8951024

*** A NOTICE OF INTENT TO AWARD WILL GO TO CONSTRUCTION & RIGGING INC ***

FAIRBANKS NSB COMMUNITY ACTIVITY CENTER PERFORMANCE STAGE

Project No: 90060
 Location: FAIRBANKS, AK
 Owner: FAIRBANKS NORTH STAR BOROUGH

BID DATE: January 30, 1990 at 3:00 PM
 A.G.C. No: 9003011

3 BIDDERS TOTAL

CICO	\$85,826.46	NOR-PAK	\$98,509.00
BOWERS	\$87,815.19		

FAIRBANKS NSB COMMUNITY ACTIVITY CENTER STAGE RISERS - RFQ

Project No: GS90-07
 Location: FAIRBANKS, AK
 Owner: FAIRBANKS NORTH STAR BOROUGH

BID DATE: January 30, 1990 at 11:00 AM
 A.G.C. No: 9003012

2 BIDDERS TOTAL

	<u>BASE BID</u>	<u>OPTION #1</u>
BOWERS	\$ 6,395.04	\$1,077.83
CICO	\$11,269.20	\$2,010.00

BID RESULTS

NORTH POLE FNSB HAMME/WESCOTT POOL ROOF/ATTIC/CEILING IMPROVEMENTS

Project No: 90064
Location: NORTH POLE, AK
Owner: FAIRBANKS NORTH STAR BOROUGH

BID DATE: January 30, 1990 at 11:00 AM
A.G.C. No: 9003015

<u>5 BIDDERS TOTAL</u>	<u>BASIC BID</u>	<u>ALTERNATE</u>
JOHNSON COMPANY	\$371,000.00	\$104,000.00
*ALCAN BUILDERS	\$406,520.00	\$142,698.00
DILLION GEN CONST INC	\$429,000.00	\$179,000.00
ESTIMATE	\$326,550.00	\$ 40,550.00

JUNEAU POINT LOUISA TO TEE HARBOR ROAD WORK

Project No: 69845
Location: JUNEAU, AK
Owner: STATE OF ALASKA

BID DATE: February 1, 1990 at 2:00 PM
A.G.C. No: 8947091

UNCHECKED BID RESULTS

5 BIDDERS TOTAL

FOSCO INC	\$3,867,309.00	REL SAMM CONSTRUCTION INC	\$4,015,514.00
NORTHERN TIMBER CORP	\$3,890,159.75	*SOUTH COAST INC	\$4,107,847.00
*KNIK CONSTRUCTION CO INC	\$3,993,144.00	ESTIMATE	\$3,479,577.00

Results were not available for the following projects before the Bulletin's print deadline. To find the status of these projects please refer to next week's Bulletin or call the AGC office at 561-5354.

ANCHORAGE BAYSHORE ELEMENTARY SCHOOL ADDITION/REMODEL
ANCHORAGE ASHA CARPET REMOVAL/REPLACEMENT
JUNEAU SLUDGE INCINERATION SERVICES
ANCHORAGE CONST MANAGEMENT SVCS
FAIRBANKS SLAUGHTERHOUSE BOILER ADDITION
FORT WAINWRIGHT CHAIN LINK FENCING
FAIRBANKS NSB COMMUNITY ACTIVITY CENTER TELEPHONE SYSTEM
FAIRBANKS STEESE CENTRAL OFFICE HALON FIRE PROTECTION - REBID
ANCHORAGE SULLIVAN ARENA REPLACE RINK FLOOR ENGRG DESIGN SVCS - RFP
ANCHORAGE CHUGACH ELECTRIC ASSOCIATION CIRCUIT SWITCHERS
ANCHORAGE SPENARD ROAD LANDSCAPE IMPROVEMENTS - PHASE III

ISN'T IT FUNNY HOW "FAT CHANCE" AND "SLIM CHANCE" MEAN THE SAME THING?

Whether it's fat chance or slim chance, it may be your
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With over 750 key names, telephone numbers and addresses in the Alaskan construction industry, the Roster has become a widely-used publication by contractors, suppliers, government employees and legislators.

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AGC of AK/Anchorage

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- Environmental Planning

Anchorage
1700 Arctic Slope Rd
Anchorage, AK 99516
907/544-1142

Fairbanks
3611 S. Cushman St.
Fairbanks, AK 99709
907/471-8228

Seward
PO Box 958
Seward, AK 99783
907/658-4488

A Subsidiary of Arctic Slope Regional Corporation

(smaller than actual size)

SEE REVERSE SIDE FOR RATES AND SPECIFICATIONS

AGC OF ALASKA ROSTER ADVERTISING RATE CARD

MECHANICAL REQUIREMENTS:

<u>Size</u>	<u>Width x Length</u>
Full page with border	3 1/2" x 7 1/2"
2/3 page	3 1/2" x 4 7/8"
1/2 page	3 1/2" x 3 1/2"
1/3 page	3 1/2" x 2 5/16"

Publication Size: 5 1/2" x 8 1/2"
 Halftones: Minimum acceptable is 100-line screen.
 Acceptable Materials for Reproduction: Camera-ready art, PMTs or Veloxes in positive form. Negatives, separations or cover overlays are not acceptable.

RATES:

Inside Back	\$600
Inside Front	\$600
Full Page	\$500
2/3 Page	\$350
1/2 Page	\$250
1/3 Page	\$180

AD SPECIFICATIONS

Date _____
 Name _____
 Company _____
 Address _____
 Phone _____

Ad Size _____
 Special Instructions _____

CLOSING DATE: Monday, February 11, 1990

CONTRACT CONDITIONS

1. Each advertiser or advertising agency will sign a contract stating insertion rate, advertiser/agency assuming all liability for content of advertisements printed, and the payments thereof.
2. The price of the advertising space is in accordance with the current rate card; payments for all space will be pre-paid. AGC of Alaska will not send invoices for amounts due.
3. Agency discounts are not available. AGC of Alaska will also hold agency and advertiser jointly and separately responsible for payment of account.
4. Space contracted for cannot be sublet to others.
5. AGC of Alaska reserves the right to reject or modify copy if deemed libelous or objectionable.
6. AGC of Alaska shall not be liable for any error in publishing camera-ready advertising.
7. Notice of cancellation must be sent in written form to AGC of Alaska and received no later than February 25, 1990. Verbal cancellations and cancellations made after that date will not be honored.
8. This contract is further subject to all terms and conditions set forth in the AGC of Alaska Roster Advertising Rate Card. This contract subject to acceptance by AGC of Alaska.

 Advertiser/Company Contact

 AGC of Alaska Representative



ASSOCIATED GENERAL CONTRACTORS of ALASKA

4141 B STREET • ANCHORAGE, ALASKA 99503
PO BOX 24609 • ANCHORAGE, ALASKA 99524-0609
TELEPHONE (907) 561-5354 • FAX (907) 562-6118

January 26, 1990

TO: ALL MEMBERS OF THE AGC OF ALASKA
FROM: F. MICHAEL SWALLING, PRESIDENT
RE: JUNEAU GENERAL MEMBERSHIP MEETING
FEBRUARY 26-27, 1990

Our industry has been and is still facing an uphill battle in Juneau. The old cliché "there is strength in numbers" cannot be ignored as we as an association go to meet with our legislators next month. Recognizing this I urge you to set aside a couple days from your busy schedule and attend our meetings in the capitol.

The AGC of Alaska Juneau General Membership meeting will be held February 26-27, 1990 at the Juneau Centennial Hall. Attached is a brief schedule of events, a registration form for the meeting, information regarding flights, hotel accommodations and meeting with the legislators.

The meeting will begin at 11:00 a.m. to accommodate those arriving in Juneau on the Monday morning flight.

**AGC OF ALASKA
JUNEAU GENERAL MEMBERSHIP/BOARD OF DIRECTORS MEETING
JUNEAU CENTENNIAL HALL
JUNEAU, ALASKA
FEBRUARY 26 - 27, 1990**

I WILL ATTEND _____

I WILL NOT ATTEND _____

Name: _____

Company: _____

Office Telephone: _____

Address: _____

City: _____ State: _____ Zip: _____

IF YOU WOULD LIKE AGC TO ARRANGE FOR YOUR HOTEL ACCOMMODATIONS PLEASE FILL OUT THE FOLLOWING INFORMATION

HOTEL RESERVATIONS WILL BE MADE AT THE WESTMARK JUNEAU, 51 EGAN DRIVE, JUNEAU.

Type of room (Please check)

Single Occupancy	(\$79.00)	_____
Double Occupancy	(\$79.00)	_____
Twin Beds	(\$79.00)	_____

Special Room Requirements: _____

Arrival Date: _____ Time: _____ a.m. _____ p.m.

Departure Date: _____

Guarantee by Credit Card: _____ Yes _____ No

Type of Card: _____ Card No. _____

Expiration Date: _____

Please return this form by 2/19/90 to:

Diana Cartier
AGC of Alaska
P.O. Box 240609
Anchorage, AK 99524-0609

Phone: 561-5354
Fax: 562-6118

Juneau Board Meeting Registration
Page 2

Name: _____

OTHER EVENTS
(Please Check If You Would Like To Attend)

	Board Member	Spouse
Lunch, February 26, 1990 Centennial Hall	_____	_____
Annual AGC Legislative Reception, February 26, 1990 6 - 7 p.m., Centennial Hall	_____	_____
Annual AGC Legislative Dinner, February 26, 1990 7 p.m., Centennial Hall Sheffield Ballroom II	_____	_____
Breakfast, February 27, 1990 Centennial Hall	_____	_____

Please return this form by February 19, 1990 to:

Diana Cartier
ACG of Alaska
P.O. Box 240609
Anchorage, AK 99524-0609

Phone: 561-5354
Fax: 562-6118

Air Travel - Consult Your Agent for Return Flight Info.

From Anchorage (Alaska Airlines 243-3300) full fare coach \$384

Flight #62	Departs 8:25 a.m.	non-stop	Arrives 10:00 a.m.
Flight #66	Departs 2:45 p.m.	2 stops	Arrives 6:10 p.m.
Flight #74	Departs 3:45 p.m.	non-stop (Wed. - Fri. only)	Arrives 5:15 p.m.
Flight #70	Departs 7:10 p.m.	non-stop	Arrives 8:40 p.m.

14 day advance \$255. 7 day advance \$299

From Fairbanks (Delta Airlines 800-221-1212) full fare coach \$454

Flight #1708	Departs 6:20 a.m.	non-stop
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14 day advance \$278, 7 day advance \$318

From Kenai (ERA/Alaska Airlines) full fare coach \$442.30

Flights leave Kenai for Anchorage approximately one every hour.

7 day advance \$354

AGC Member Travel Agencies

All Ways Travel, Inc.
302 "G" Street
Anchorage, AK 99501
(907) 276-8491

Professional Travel Service
400 "L" Street
Anchorage, AK 99501-3384
(907) 276-1117

Hotels

Baranof Hotel
127 S. Franklin St
(800) 544-0970
Free Airport Trans.

The Breakwater Inn
1711 Glacier Ave.
(800) 478-2250

The Prospector
375 Whittier St.
(800) 478-5866

AGC Block of Rooms
Westmark Hotel
51 W. Egan Dr.
(800) 478-1111
Group Rate \$79.00
Free Airport Trans.

2 Weeks Prior to Departure

- * Call or write the legislators you are interested in meeting with at least two weeks before you arrive in Juneau. The phone numbers of the legislators and mailing addresses are given on the following page. As a priority, set up appointments with the legislators in your district first, then target other legislators depending on areas of expertise or committee assignments they may have.

2 Days Prior to Departure

- * Call and reconfirm your appointment times and dates with the legislators' staff.
- * Begin preparing a list of specific questions or recommendations for the legislators.
- * Reconfirm airline reservations.

Day of the Trip

- * Call the airline before you leave for the airport because Juneau weather is highly variable and flights are regularly cancelled or altered.
- * Arrive in Juneau, and check-in at hotel.
- * Once at the Capitol Building, to your right is an information office. You may pick up updated committee hearing schedules, bills, and further information on times and places of House and Senate floor sessions. Ask for directions to the offices of the legislators who you have made appointments with.
- * If you have free time, don't be afraid to walk around and explore the Capitol Building. You will often be able to meet with legislators and staff in the hallways.

Meeting with Legislators

- * It's hard to list suggestions regarding meetings since personalities are involved, therefore, use common sense and be cordial. Be polite but be direct.
- * Have a list of questions and concerns prepared.
- * Don't be afraid to tell the legislators what your position is on key issues. Also, ask them how they intend to vote on these issues. They will likely appreciate hearing your viewpoint. If you exhibit a basic understanding of your topics of concern you will probably avoid being given a "canned" speech from the legislator(s) on the session.
- * When finished, ask to be introduced to the legislator's staff members.
- * Write down notes on your meeting, this will help in writing a follow-up letter of thanks and reinforce what you discussed.
- * Always try to talk with your district's legislators, even if not in a meeting.

Back Home

- * Phone or write follow-up letter to the legislators you met with.
- * Seek out opportunities to talk with legislators while in town (e.g., community council meetings, legislative teleconferences, constituent meetings).
- * Send AGC a copy of correspondence you have with your legislators regarding construction issues.

News Release

Steve Cowper, Governor
Jim Sampson, Commissioner

Alaska Department of Labor

P.O. Box 21149, Juneau, Alaska 99802-1149
(907) 485-2700
Telecopier: (907) 485-2784

DATE: January 24, 1989
NO: 90-47

FOR IMMEDIATE RELEASE
CONTACT: Richard Arab
465-4855

ANNUAL RECORD KEEPING REQUIREMENTS FOR EMPLOYERS

Alaska employers who have had eleven or more employees on their payroll during the year must post their annual Summary of Occupational Injuries and Illnesses prior to February 1, 1990, and must remain posted until March 1, 1990. This is according to Richard Arab, Deputy Director, Division of Labor Standards and Safety, Alaska Department of Labor.

"The summary on DOSH Form 200 must be posted in a prominent place at the worksite until at least March 1," according to Arab. "If an establishment is closed at the end of a calendar year because the business operates on a seasonal schedule, the annual summary must be posted for 30 consecutive calendar days, in a conspicuous place, within 15 days of commencement of the new season."

An employer who did not have more than ten employees at any time during the previous calendar year is exempt from the record keeping requirement. Also, employers in certain low hazard industries such as retail stores, banks, and insurance companies are exempt from these record keeping requirements regardless of the number of employees.

For further information, employers should contact Occupational Safety and Health offices in Anchorage, Fairbanks, Juneau, Ketchikan, Kodiak, and Kenai.

News Release

Steve Wapner, Governor
Jim Sampson, Commissioner

Alaska Department of Labor

P.O. Box 21149, Juneau, Alaska 99802-1149
(907) 465-2700
Telecopier: (907) 465-2784

DATE: January 17, 1989
NO: 90-42

FOR IMMEDIATE RELEASE
CONTACT: Richard Arab
465-4855

OCCUPATIONAL SAFETY AND HEALTH PROPOSES TO AMEND STANDARDS

The Department of Labor is proposing to amend three of its occupational safety and health codes.

1. The General Safety Code is proposed to be amended by specifying that automotive lifts must be inspected by a competent person.
2. The Occupational Health and Environmental Control Code, dealing with air contaminants, is proposed to be amended by
 - a. clarifying the effective dates for achieving compliance with permissible exposure limits for eight of the 376 air contaminants presently regulated, and
 - b. revoking and readopting three air contaminant tables. (The present tables contain incorrect citations and certain ambiguities which may be misleading and are in need of clarification.)
3. The Construction Code is proposed to be amended by
 - a. adding a regulation prohibiting the use of loader buckets as work platforms (unless employees wear personal protective devices), and as a means of transporting employees; and
 - b. adding a regulation for the protection of employees exposed to the hazards of falling concrete buckets.

Anyone interested in receiving a copy of these proposed changes can contact the Department of Labor, Division of Labor Standards and Safety, P.O. Box 21149, Juneau, Alaska 99802-1149, telephone (907) 465-4855. Comments on the specific proposals need to be submitted to the Department by January 29, 1990.



PRESIDENTS DAY



*THE AGC OFFICES WILL BE CLOSED MONDAY, FEBRUARY 19,
FOR PRESIDENTS DAY*

STATE OF ALASKA

STEVE COWPER, GOVERNOR

DEPARTMENT OF LABOR

LABOR STANDARDS & SAFETY DIVISION
MECHANICAL INSPECTION SECTION

January 22, 1990

TO ALL INTERESTED PERSONS

Subject: Electrical Workshop

The Department of Labor, Mechanical Inspection section, will be offering an electrical code workshop in Fairbanks, on March 15, 1990. The changes in the 1990 National Electrical Code will be covered.

The workshop will be held in the upstairs ballroom, University of Alaska, Wood Center (see enclosed map) between the hours of 8:00 am and 5:00 pm.

The National Fire Protection VHS tape "The NEC Today" and Mike Holt's VHS tape "1990 NEC Changes" will be shown on a large screen video machine.

***** BRING A COPY OF THE 1990 NATIONAL ELECTRICAL CODE *****

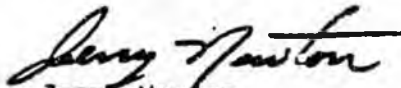
There will be a charge of \$10.00 at the door to cover the costs of coffee, donuts, equipment rental, and the set up of the ballroom by U of A. No prior registration is necessary.

Those attending this workshop will receive a certificate for 8 hours of Continuing Education Credit recognized by the State of Alaska, Department of Commerce.

Parking: March 15, 1990 is during the U of A spring break so there should be ample parking space. The U of A Security has promised to not ticket attendees automobiles for not having U of A decals, provided all normal parking rules are obeyed.

If you have any questions, please contact me at 451-2887.

Sincerely,



Jerry Newton
Electrical Inspector
Mechanical Inspection

NOTICE OF PROPOSED CHANGES
IN THE REGULATIONS OF THE
ALASKA DEPARTMENT OF LABOR

Notice is given that the Alaska Department of Labor, under authority vested by AS 18.31.020 and AS 18.63.010, proposes to adopt and amend occupational safety and health regulations in Title 8 of the Alaska Administrative Code, dealing with the certification of employees engaged in the abatement of asbestos health hazards, and in performing hazardous painting work, to implement AS 18.31.200 and AS 18.63.040, as follows:

1. Amend 8 AAC 61 by adding a new section dealing with citations and penalties for contractors who employ persons without valid asbestos abatement certificates.
2. Amend 8 AAC 61.770 by adding appeal procedures for citations issued and penalties assessed by the department for violations of the asbestos abatement certification requirements.
3. Amend 8 AAC 61.880 by adding appeal procedures for citations issued and penalties assessed by the department for violations of painting certification requirements.
4. Amend 8 AAC 61.885 by clarifying that the department will impose penalties on persons who falsify certificates or information concerning their painting certification.

Notice is also given that any person interested may present written statements or arguments relevant to the proposed action by writing to the Commissioner of Labor, 1111 W. Eighth Street (P.O. Box 21149), Juneau, Alaska 99802-1149, so that they are received no later than February 15, 1990.

This action is not expected to require an increased appropriation.

Copies of the proposed regulations may be obtained by writing to the Department of Labor, Division of Labor Standards and Safety, P.O. Box 21149, Juneau, Alaska 99802-1149.

The Alaska Department of Labor, upon its own motion or at the instance of any interested person, may at the hearing or after it adopt proposals within the scope of this notice without further notice or may decide to take no action on them.

1/9/90
Date

Jim Sampson
Jim Sampson, Commissioner

SHARE YOUR KNOWLEDGE, EXPERTISE OR SKILL WITH AGC MEMBERS!!

If You're Interested In:

- increasing your company profile among AGC members...
- serving the construction industry in Alaska...
- sharing your new product, system, service or procedure before a responsive audience...

.....then call or write to Pamela Chavious, Director of Marketing/Education, at the AGC Anchorage office with your proposal.

AGC of Alaska is looking for seminar or workshop as well as brief lunch hour, "brown bag" presentations that are related to your field of expertise or some aspect of the construction industry.

Whether you're in accounting, equipment, architecture, building materials or office management, we'd like you to share it with AGC.

**DON'T MISS THIS OPPORTUNITY TO
PRESENT YOUR COMPANY BEFORE THE AGC MEMBERSHIP!!**

CALL NOW FOR MORE INFORMATION!

561-5354



AGC OF ALASKA SCHEDULE OF EVENTS FOR FEBRUARY/MARCH 1990

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
4	5 LEGAL CMT MTG 12 NOON	6 EDUCATION CMT MTG 8:30 AM	7 LEGISLATIVE CMT MTG 10 AM CONFERENCE CMT MTG 3 PM	8	9	10
11	12	13 LONG RANGE PLANNING CMT MTG 10 AM HAZ WASTE CMT MTG 3 PM	14	15	16 E BOARD MTG 9 AM	17
18	19 PRESIDENTS DAY AGC OFFICES CLOSED	20	21 LEGISLATIVE CMT MTG 10 AM AGC/CORPS MTG 11:30 AM BLDG 700, TALLY RM ELMENDORF AFB	22	23	24
25	26 JUNEAU GEN MBRSHP MTG	27 JUNEAU GEN MBRSHP MTG	28	MARCH 1	2	3
4	5	6 SUBCONTRS CMT MTG 10 AM	7 LEGISLATIVE CMT MTG 10 AM	8	9	10

9/88

MILITARY SPENDING

Historically the money expended for construction by the U.S. Army, Air Force, Navy and ~~Coast Guard~~ has been very beneficial to the Alaskan economy. This spending has had increasing importance in the past couple of years with the down turn in our economy.

In Alaska the military has considerable more economic impact than in most states. On a per capita basis the number of active duty personnel and the amount of defense expenditures in Alaska is far higher than in most other states. Defense dollars per capita spent in Alaska are over twice as high as the national average. In 1986 the military defense expenditures was \$2,223.00 per capita. The communities that appear to benefit the greatest from the military in Alaska are Fairbanks, Kodiak and Anchorage, where over three-quarters of the military's population is located. While other economic factors have been on the decline the military population and expenditures have been on the increase. Between FFY 1961-1986 defense expenditures have increased 41% in Alaska.

Because of the strategic location of Alaska it is likely that the economic influence of the military will continue to increase through the decade. We welcome and encourage the continued build-up and expenditures by our military. This is good for our countries defense and for the health of the economy of the State of Alaska.

2-2

Per An Pridy, FY 86 - 564,681,000

FY 87 - 556,074,000

Court Mandate 86 127,825,000
87 138,967,000

Salaries 86 62,311,000
87 67,621,000

S B

2 5

CS for SB 25

Dealing With: Common interest community managers

Sponsors: ■ FAIKS

Cost: \$9,400 per year

Supporters/ Opponents:

Description:

Requires The licensing of Common interest Community managers.

There have been cases of embezzling.

community beyond the number stated in the original declaration under AS 34.08.130(a)(4), (§ 1 ch 95 SLA 1985)

Article 3. Management of the Common Interest Community.

Section	Section
310. Organization of unit owners' association	400. Quorums
320. Powers of unit owners' association	410. Voting and proxies
330. Executive board members and officers	420. Tort and contract liability
340. Transfer of association control	430. Conveyance or encumbrance of common elements
350. Transfer of special declarant rights	440. Insurance
360. Termination of contracts and leases of declarant	450. Surplus funds
370. Bylaws	460. Assessments for common expenses
380. Upkeep of common interest community	470. Lien for assessments
390. Meetings	480. Other liens
	490. Association records
	500. Association as trustee

Effective date of article. — Section 4, ch. 95, SLA 1985 provides: "This Act takes effect January 1, 1986."

Sec. 34.08.310. Organization of unit owners' association. An association of unit owners must be organized no later than the date on which the first unit in the common interest community is conveyed. The membership of the association at all times consists exclusively of all unit owners or, following termination of the common interest community, of all former unit owners entitled to distributions of proceeds under AS 34.08.260 or their heirs, successors, or assigns. The association must be organized as a profit or nonprofit corporation, trust, or partnership. (§ 1 ch 95 SLA 1985)

Sec. 34.08.320. Powers of unit owners' association. (a) Except as provided in (b) of this section and subject to the provisions of the declaration, the association may:

- (1) adopt and amend bylaws and rules and regulations;
- (2) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
- (3) hire and discharge managing agents and other employees, agents, and independent contractors;
- (4) institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violations of its declaration, bylaws or rules in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community;

(5) make contracts and incur liabilities;

(6) regulate the use, maintenance, repair, replacement, and modification of common elements;

(7) cause additional improvements to be made as a part of the common elements;

(8) acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property, except that

(A) common elements in a condominium or planned community may be conveyed or subjected to a security interest only under AS 34.08.430; and

(B) part of a cooperative may be conveyed or all or part of a cooperative may be subjected to a security interest only under AS 34.08.430;

(9) grant easements, leases, licenses, and concessions through or over the common elements;

(10) impose and receive a payment, fee, or charge for the use, rental, or operation of the common elements, other than limited common elements described in AS 34.08.100(2) and (4), and for services provided to unit owners;

(11) impose a reasonable charge for late payment of assessments and, after notice and an opportunity to be heard, levy a reasonable fine for a violation of the declaration, bylaws, rules, and regulations of the association;

(12) impose a reasonable charge for the preparation and recording of an amendment to the declaration, resale certificate required by AS 34.08.590, or a statement of unpaid assessments;

(13) provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;

(14) assign its right to future income, including the right to receive common expense assessments, but only to the extent the declaration expressly permits the assignment;

(15) exercise any other powers conferred by the declaration or bylaws;

(16) exercise any other power that may be exercised in the state by a legal entity of the same type as the association; and

(17) exercise any other power necessary and proper for the governance and operation of the association.

(b) The declaration may not impose limitations on the power of the association to deal with the declarant that are more restrictive than the limitations imposed on the power of the association to deal with other persons. (§ 1 ch 95 SLA 1985)

Sec. 34.08.330. Executive board members and officers. (a) Except as provided in the declaration, the bylaws, (b) of this section, or other provisions of this chapter, the executive board may act in all instances on behalf of the association. In the performance of their duties, the officers and members of the executive board are required to exercise the care required of fiduciaries of the unit owners.

(b) The executive board may not act on behalf of the association to amend the declaration, to terminate the common interest community, to elect members of the executive board or determine the qualifications, powers and duties, or terms of office of executive board members, but the executive board may fill vacancies in its membership for the unexpired portion of a term.

(c) Within 30 days after adoption of a proposed budget for the common interest community, the executive board shall provide a summary of the budget to each unit owner, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting a majority of all unit owners or any larger vote specified in the declaration reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the unit owners continues until the unit owners ratify a budget proposed by the executive board.

(d) Subject to (e) of this section, the declaration may provide for a period of declarant control of the association, during which a declarant or persons designated by the declarant may appoint and remove the officers and members of the executive board. Regardless of the period provided in the declaration, a period of declarant control terminates no later than the earlier of: (1) 60 days after conveyance of 75 percent of the units that may be created to unit owners other than a declarant; (2) two years after all declarants have ceased to offer units for sale in the ordinary course of business; or (3) two years after any right to add new units was last exercised. A declarant may voluntarily surrender the right to appoint and remove officers and members of the executive board before termination of the periods established in this subsection, but in that event the declarant may require, for the duration of the period of declarant control, that specified actions of the association or executive board, as described in a recorded instrument executed by the declarant, be approved by the declarant before they become effective.

(e) Not later than 60 days after conveyance of 25 percent of the units that may be created to unit owners other than a declarant, at least one member and not less than 25 percent of the members of the executive board must be elected by unit owners other than the declarant. Not later than 60 days after conveyance of 50 percent of the units that may be created to unit owners other than a declarant, not less than $33\frac{1}{3}$ percent of the members of the executive board must be elected by unit owners other than the declarant.

(f) Except as otherwise provided in AS 34.08.280(e), not later than the termination of any period of declarant control, the unit owners shall elect an executive board. The executive board consists of at least three members, except that if there are fewer than 12 units in the common interest community, the declaration may provide for an executive board with one or two members. At least a majority of the members of the executive board must be unit owners. The executive board shall elect the officers. The executive board members and officers take office upon election.

(g) Notwithstanding any provision of the declaration or bylaws to the contrary, following notice under AS 34.08.390, the unit owners, by a two-thirds vote of all persons present and entitled to vote at a meeting of the unit owners at which a quorum is present, may remove a member of the executive board with or without cause, other than a member appointed by the declarant. (§ 1 ch 95 SLA 1985)

Sec. 34.08.340. Transfer of association control. (a) Before or not more than 60 days after the termination of declarant control, the declarant shall relinquish control of the common interest community and the unit owners shall accept control. At the same time, the declarant shall deliver to the common interest community all property of the unit owners and of the common interest community held or controlled by the declarant including, but not limited to

(1) the original or a photocopy of the recorded declaration and each amendment to the declaration; if a photocopy is provided, it shall be certified by affidavit of the declarant, or an officer or agent of the declarant, as being a complete copy of the actual recorded declaration;

(2) a certified copy of the common interest community articles of incorporation, trust or partnership agreement;

(3) a copy of the bylaws;

(4) the minute books, including all minutes, and other books and records of the common interest community;

(5) any rules and regulations that have been adopted;

(6) resignations of officers and members of the executive board who are required to resign because the declarant is required to relinquish control of the common interest community;

(7) the financial records, including financial statements of the common interest community, and source documents since the incorporation of the common interest community through the date of turnover;

(8) common interest community funds or control of the funds of the common interest community;

(9) all tangible personal property that is property of the common interest community, represented by the declarant to be the property of the association or ostensibly the property of the association and an inventory of the property;

(10) a copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the common interest community and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the declarant or an architect or engineer authorized to practice in the state that the plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the common interest community property and for the construction and installation of the mechanical components serving the improvements;

(11) insurance policies;

(12) copies of any certificates of occupancy that may have been issued for the common interest community property;

(13) any other permits issued by governmental bodies applicable to the common interest community property in force or issued within one year before the date the unit owners other than the declarant take control of the common interest community;

(14) all written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective;

(15) a roster of unit owners and their addresses and telephone numbers, if known, as shown on the declarant's records;

(16) leases of the common elements and other leases to which the association is a party;

(17) employment contracts or service contracts in which the common interest community is one of the contracting parties or service contracts in which the common interest community or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service;

(18) all other contracts to which the common interest community is a party.

(b) The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review in accordance with generally accepted accounting standards as defined by regulation by the Board of Public Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for the common interest community purposes and the billings, cash receipts, and related records to determine that the declarant was charged and paid the proper amounts of assessments.

(c) Before the transfer of control from the declarant to the association, an inspection of the common areas and limited common areas subject to the association's control shall be completed by

(1) an independent registered engineer, architect, or land surveyor;

(2) an appraiser with the designation of Senior Residential Appraiser, Senior Real Property Appraiser or Senior Real Estate Analyst of the Society of Real Estate Appraisers:

(3) a Residential Member or Member, Appraisal Institute, of the American Institute of Real Estate Appraisers; or

(4) an individual with a designation established by regulation of the Alaska Housing Finance Corporation for fee appraisers who certify the completion of construction.

(d) A report shall be prepared indicating the incomplete work and repairs needed and the method of completing the work and making the repairs. The transfer of control to the association shall be based upon the declarant's obligation to complete all repairs and finish all incomplete work within a reasonable time after transfer of control under representations in the public offering statement. (§ 1 ch 95 SLA 1985)

Sec. 34.08.350. Transfer of special declarant rights. (a) A special declarant right created or reserved under this chapter may be transferred only by an instrument evidencing the transfer that has been recorded in each recording district in which any portion of the common interest community is located. The instrument is not effective unless executed by the transferee.

(b) Upon transfer of any special declarant right, the liability of a transferor declarant is as follows:

(1) a transferor is not relieved of an obligation or liability arising before the transfer and remains liable for warranty obligations imposed by this chapter; lack of privity does not deprive a unit owner of standing to maintain an action to enforce an obligation of the transferor;

(2) if a successor to a special declarant right is an affiliate of a declarant, the transferor is jointly and severally liable with the successor for an obligation or liability of the successor relating to the common interest community;

(3) if a transferor retains a special declarant right but transfers other special declarant rights to a successor who is not an affiliate of the declarant, the transferor is liable for an obligation or liability imposed on a declarant by this chapter or by the declaration relating to the retained special declarant right and arising after the transfer;

(4) a transferor is not liable for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of a special declarant right by a successor declarant who is not an affiliate of the transferor.

(c) Unless otherwise provided in a mortgage instrument, deed of trust, or other agreement creating a security interest, on the foreclosure of a security interest, sale by a trustee under an

agreement creating a security interest, tax sale, judicial sale, or sale under Bankruptcy Act or receivership proceedings of a unit owned by a declarant or of real estate in a common interest community subject to development rights, the person acquiring title to the property being foreclosed or sold, but only upon the request of the person, succeeds either (1) to the special declarant rights related to the property held by the declarant, or (2) only to any rights reserved in the declaration under AS 34.08.230 and held by that declarant to maintain models, sales offices, and signs. The judgment or instrument conveying title must provide for transfer of only the special declarant rights requested.

(d) Upon foreclosure of a security interest, sale by a trustee under an agreement creating a security interest, tax sale, judicial sale, or sale under Bankruptcy Act or receivership proceedings, of the interests in a common interest community owned by a declarant:

- (1) the declarant ceases to have special declarant rights, and
- (2) the period of declarant control terminates unless the judgment or instrument conveying title provides for transfer of the special declarant rights held by the declarant to a successor declarant.

(e) The liabilities and obligations of a person who succeeds to special declarant rights are as follows:

(1) a successor to any special declarant right who is an affiliate of a declarant is subject to the obligations and liabilities imposed on the transferor by this chapter or by the declaration;

(2) a successor to any special declarant right, other than a successor described in (3) or (4) of this subsection or a successor who is an affiliate of a declarant, is subject to the obligations and liabilities imposed by this chapter or the declaration

(A) on a declarant that relate to the successor's exercise or nonexercise of special declarant rights; or

(B) on the transferor, other than:

- (i) misrepresentations by a previous declarant;
- (ii) warranty obligations on improvements made by a previous declarant or made before the common interest community was created;

(iii) breach of a fiduciary obligation by a previous declarant or the appointees of a previous declarant to the executive board; or

(iv) a liability or obligation imposed on the transferor as a result of the acts or omissions of the transferor after the transfer;

(3) a successor to a right reserved in the declaration only to maintain models, sales offices, and signs may not exercise any other special declarant right and is not subject to liability or obligation as a declarant except the obligation to provide a public offering statement, and any liability arising as a result of the statement;

(4) a successor to the special declarant rights held by a transferor who succeeded to the rights under a deed or other instrument of

conveyance in lieu of foreclosure or under a judgment or instrument conveying title under (c) of this section may declare in a recorded instrument, including one conveying title under (c) of this section

(A) an intention to hold the rights solely for transfer to another person; or

(B) an intention to hold the rights for transfer to another person after making, finishing, or completing improvements in conformity with the declaration, consistent with the public offering statement, plans, and overall development scheme of the common interest community for purposes of preserving or improving the common interest community.

(f) Until transferring the special declarant rights to a person acquiring title to a unit or real estate subject to the development rights owned by the successor, or until recording an instrument permitting exercise of all those rights, the successor may not exercise any of the rights other than those specified in (e)(4)(B) of this section and the right held by the transferor of the successor to control the executive board under AS 34.08.330(d) for the duration of any period of declarant control and an attempted exercise of rights is void.

(g) So long as a successor declarant may not exercise special declarant rights under (e) of this section, and for purposes of (e)(4)(B) of this section so long as the successor declarant transfers within the time period specified in (h) of this section the rights to a subsequent successor declarant who will assume liability for the improvements made by the successor declarant, the successor declarant is not subject to liability or obligation as a declarant other than liability for acts and omissions under AS 34.08.330(d).

(h) If a lender fails to transfer special declarant rights to a successor declarant within one year of the date of recording an instrument under (e)(4)(B) of this section, then the lender becomes subject to the obligations and liabilities imposed by this chapter or the declaration as specified in (e)(2) of this section.

(i) Nothing in this section subjects a successor to a special declarant right to a claim against or other obligation of a transferor declarant, other than a claim or obligation arising under this chapter or the declaration. (§ 1 ch 95 SLA 1985)

Sec. 34.08.360. Termination of contracts and leases of declarant. (a) If entered into before the executive board elected by the unit

owners under AS 34.08.330(f) takes office (1) a management contract, employment contract, or lease of recreational or parking areas or facilities; (2) a contract or lease between the association and a declarant or an affiliate of a declarant; or (3) a contract or lease that is not bona fide or was unconscionable to the unit owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the association at any time after the executive board elected by the unit owners under AS 34.08.330(f) takes office upon not less than 90 days' notice to the other party.

(b) This section does not apply to

(1) a lease if a termination of the lease would terminate the common interest community or reduce its size, unless the real estate subject to the lease was included in the common interest community for the purpose of avoiding the right of the association to terminate a lease under this section; or

(2) a proprietary lease. (§ 1 ch 95 SLA 1985)

Sec. 34.08.370. Bylaws. (a) The bylaws of the association must provide

(1) for the number of the members of the executive board and for the titles of the officers of the association;

(2) for the election by the executive board of a president, treasurer, secretary, and other officers of the association specified by the bylaws;

(3) for the qualifications, powers and duties, terms of office, and manner of electing and removing executive board members and officers and filling vacancies;

(4) which, if any, of its powers the executive board or officers may delegate to other persons or to a managing agent;

(5) which of its officers may prepare, execute, certify, and record amendments to the declaration on behalf of the association; and

(6) for a method of amending the bylaws.

(b) Subject to the provisions of the declaration, the bylaws may provide for any other matters the association considers necessary and appropriate. (§ 1 ch 95 SLA 1985)

Sec. 34.08.380. Upkeep of common interest community. (a) Except to the extent provided by the declaration, by (b) of this section, or by AS 34.08.440(h), the association is responsible for the maintenance, repair, and replacement of the common elements, and each unit owner is responsible for the maintenance, repair, and replacement of the unit. Each unit owner shall afford to the association, the other unit owners, and to their agents or employees, access through the unit that is reasonably necessary for maintenance and repair of the unit. If damage is inflicted on the common elements or on any unit through which access is taken, the unit owner responsible for the damage, or the association if it is responsible, is liable for the prompt repair of the damage.

(b) In addition to the liability that a declarant as a unit owner has under this chapter, a declarant is solely liable for the expenses in connection with real estate subject to development rights. No other unit owner and no other portion of the common interest community is subject to a claim for payment of expenses in connection with development rights. Unless the declaration provides otherwise, the income and proceeds from real estate subject to development rights inures to the declarant.

(c) In a planned community, when all development rights have expired with respect to real estate, the declarant remains liable for the expenses of the real estate unless, upon expiration, the declaration provides that the real estate becomes common elements or units. (§ 1 ch 95 SLA 1985)

Sec. 34.08.390. Meetings. A meeting of the association must be held at least once each year. A special meeting of the association may be called by the president, by a majority of the members of the executive board, or by unit owners comprising either 20 percent or a lower percentage specified in the bylaws of the votes in the association. Not less than 10 percent nor more than 60 days in advance of a meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each unit or to the mailing address designated in writing by the unit owner. The notice of a meeting must state the time and place of the meeting and the items on the agenda, including the general nature of a proposed amendment to the declaration or bylaws, budget changes, and a proposal to remove an officer or member of the executive board. (§ 1 ch 95 SLA 1985)

Sec. 34.08.400. Quorums. (a) Unless the bylaws provide otherwise, a quorum is present throughout a meeting of the association if persons entitled to cast 20 percent of the votes that may be cast for election of the executive board are present in person or by proxy at the beginning of the meeting.

(b) Unless the bylaws specify a larger percentage, a quorum is considered present throughout a meeting of the executive board if persons entitled to cast 50 percent of the votes on the board are present at the beginning of the meeting. (§ 1 ch 95 SLA 1985)

Sec. 34.08.410. Voting and proxies. (a) If only one of several owners of a unit is present at a meeting of the association, the owner present is entitled to cast all the votes allocated to the unit. If more than one of the owners are present, the votes allocated to the unit may be cast only in accordance with the agreement of a majority in interest of the owners, unless the declaration expressly provides otherwise. There is majority agreement if any one of the owners casts the votes allocated to the unit without protest being made promptly to the person presiding over the meeting by another owner of the unit.

(b) Votes allocated to a unit may be cast under a proxy duly executed by a unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy. A unit owner may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

(c) If the declaration requires that votes on specified matters affecting the common interest community be cast by lessees rather than unit owners of leased units: (1) the provisions of (a) and (b) of this section apply to lessees as if they were unit owners; (2) unit owners who have leased their units to other persons may not cast votes on the specified matters; and (3) lessees are entitled to notice of meetings, access to records, and other rights respecting the matters as if they were unit owners. Unit owners must also be given notice under AS 34.08.390, of all meetings at which lessees are entitled to vote.

(d) Votes allocated to a unit owned by the association may not be cast. (§ 1 ch 95 SLA 1985)

Sec. 34.08.420. Tort and contract liability. Neither the association nor any unit owner except the declarant is liable for the torts of the declarant in connection with any part of the common interest community that the declarant has the responsibility to maintain. An action alleging a wrong done by the association must be brought against the association and not against a unit owner. If the wrong occurred during a period of declarant control and the association gives the declarant reasonable notice of and an opportunity to defend against the action, the declarant who then controlled the association is liable to the association or to a unit owner for (1) tort losses not covered by insurance suffered by the association or the unit owner, and (2) each cost that the association would not have incurred but for a breach of contract or other wrongful act or omission. If the declarant is liable to the association under this section, the declarant is liable for the expenses of litigation incurred by the association. A statute of limitation affecting the right of action of the association under this section is tolled until the period of declarant control terminates. A unit owner is not precluded from maintaining an action under this section because the person is a unit owner or a member or officer of the association. A lien resulting from a judgment against the association is governed by AS 34.08.480. (§ 1 ch 95 SLA 1985)

Sec. 34.08.430. Conveyance or encumbrance of common elements. (a) In a condominium or planned community, portions of the common elements may be conveyed or subjected to a security interest by the association if persons entitled to cast at least 80 percent of the votes in the association, including 80 percent of the votes allocated to units not owned by a declarant, or any larger percentage the declaration specifies, agree to the action, but each owner of a unit to which a limited common element is allocated must agree in order to convey the limited common element or subject it to a security interest. The declaration may specify a smaller percentage only if each of the units is restricted exclusively to nonresidential uses. The proceeds of the sale and proceeds of a loan secured by encumbering a common area are an asset of the association.

(b) Part of a cooperative may be conveyed and all or part of a cooperative may be subjected to a security interest by the association if persons entitled to cast at least 80 percent of the votes in the association, including 80 percent of the votes allocated to units not owned by a declarant, or any larger percentage the declaration specifies, agree to the action, but, if fewer than all of the units or limited common elements are to be conveyed or subjected to a security interest, then each unit owner of the units to which the limited common elements are allocated must agree in order to convey the

units or limited common elements or subject them to a security interest. The declaration may specify a smaller percentage only if each of the units is restricted exclusively to nonresidential uses. The proceeds of the sale and proceeds of a loan secured by encumbering a common area are an asset of the association. A purported conveyance or other voluntary transfer of an entire cooperative, unless made under AS 34.08.260, is void.

(c) An agreement to convey common elements in a condominium or planned community or to subject the common elements to a security interest and an agreement to convey any part of a cooperative or subject the cooperative to a security interest must be evidenced by the execution of an agreement, or ratifications of the agreement, in the same manner as a deed by the requisite number of unit owners. The agreement must specify a date after which the agreement will be void unless recorded before the date. The agreement and each ratification of the agreement must be recorded in each recording district in which a portion of the common interest community is situated and is effective only upon recording.

(d) The association on behalf of the unit owners may contract to convey an interest in common interest community under (a) of this section, but the contract is not enforceable against the association until approved under (a)—(c) of this section. After approval under (a)—(c) of this section, the association has the powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute a deed or other instrument.

(e) Unless made under this section, a purported conveyance, encumbrance, judicial sale, or other voluntary transfer of common elements or of any other part of a cooperative is void.

(f) A conveyance or encumbrance of common elements or of a cooperative under this section does not deprive a unit of its right of access and support.

(g) Unless the declaration provides otherwise, a conveyance or encumbrance of common elements under this section does not affect the priority or validity of preexisting encumbrances.

(h) In a cooperative, the association may acquire, hold, encumber, or convey a proprietary lease without complying with this section. (§ 1 ch 95 SLA 1985)

Sec. 34.08.440. Insurance. (a) Commencing not later than the first conveyance of a unit to a person other than a declarant, the association shall maintain, to the extent reasonably available:

(1) property insurance on the common elements and, in a planned community, on property that must become common elements, insuring against all risks of direct physical loss commonly insured against or, in the case of conversion property, against fire and extended coverage perils and the total amount of insurance after application of any deductibles must be not less than 100 percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

(2) liability insurance, including medical payments insurance, in an amount determined by the executive board but not less than an amount specified in the declaration, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements and, in cooperatives, of each unit.

(b) In the case of a building that is part of a cooperative or that contains a unit having horizontal boundaries described in the declaration, the insurance maintained under (a)(1) of this section, to the extent reasonably available, must include the unit, but need not include improvements and betterments installed by a unit owner.

(c) If the insurance described in (a) and (b) of this section is not reasonably available, the association promptly shall cause notice of the fact to be hand-delivered or sent prepaid by United States mail to each unit owner. The declaration may require the association to carry other insurance, and the association in any event may carry other insurance it considers appropriate to protect the association or the unit owners.

(d) Insurance policies carried under (a) and (b) of this section must provide that

(1) each unit owner is an insured person under the policy with respect to liability arising out of interest of the unit owner in the common elements or membership in the association;

(2) the insurer waives the right to subrogation under the policy against a unit owner or member of the household of a unit owner;

(3) an act or omission by a unit owner, unless acting within the scope of the unit owner's authority on behalf of the association, will not void the policy or be a condition to recovery under the policy; and

(4) if, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the policy of the association provides primary insurance.

(e) A loss covered by the property policy under (a)(1) and (b) of this section must be adjusted with the association, but the insurance proceeds for the loss are payable to an insurance trustee designated

for the purpose or to the association and not to a holder of a security interest. The insurance trustee or the association shall hold insurance proceeds in trust for the association, unit owners, and lien holders as their interests may appear. Subject to the provisions of (h) of this section, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the association, unit owners, and lien holders are not entitled to receive payment of a portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or unless the common interest community is terminated.

(f) An insurance policy issued to the association does not prevent a unit owner from obtaining insurance for the benefit of the unit power.

(g) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the association and, upon written request, to a unit owner or holder of a security interest. The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the association, each unit owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

(h) A portion of the common interest community for which insurance is required under this section that is damaged or destroyed must be repaired or replaced promptly by the association unless (1) the common interest community is terminated and AS 34.05.260 applies, (2) repairs or replacement would be illegal under a state statute or municipal ordinance governing health or safety, or (3) 80 percent of the unit owners, including each owner of a unit or assigned limited common element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire common interest community is not repaired or replaced, (1) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the common interest community, and (2) except to the extent that other persons will be distributees, (A) the insurance proceeds attributable to a unit and limited common elements that is not rebuilt must be distributed to the owner of the unit and the owner of the unit to which the limited common elements were allocated, or to lien holders, as their interests may appear, and (B) the remainder of the proceeds must be distributed to each unit owner or lien holder, as their interests may appear, as follows: (i) in a condominium, in proportion to the common element interest of all the units and (ii) in a cooperative or planned community, in proportion to the common expense liabilities of all the units. If the unit owners vote not to rebuild a unit, the allocated interests of the unit are reallocated upon the vote as if the unit had

been condemned under AS 34.08.740(a), and the association promptly shall prepare, execute, and record an amendment to the declaration reflecting the reallocations.

i) The provisions of this section may be varied or waived in a common interest community if all of the units are restricted to nonresidential use. (§ 1 ch 95 SLA 1985)

Sec. 34.08.450. Surplus funds. Unless otherwise provided in the declaration, surplus funds of the association remaining after payment of or provision for common expenses and prepayment of reserves must be paid to the unit owners in proportion to common expense liabilities or credited to them to reduce future common expense assessments. (§ 1 ch 95 SLA 1985)

Sec. 34.08.460. Assessments for common expenses. (a) Until the association makes a common expense assessment, the declarant shall pay all common expenses. After an assessment has been made by the association, assessments must be made at least annually, based on a budget adopted at least annually by the association.

b) Except for assessments under (c)—(e) of this section, all common expenses must be assessed against each unit in accordance with the allocations set out in the declaration under AS 34.08.150(a) and (b). A past due common expense assessment or an installment of the assessment bears interest at the rate established by the association not exceeding 18 percent per year.

c) To the extent required by the declaration

1) a common expense associated with the maintenance, repair, or replacement of a limited common element must be assessed against each unit to which that limited common element is assigned, equally, or in proportion provided by the declaration;

2) a common expense or portion of the common expense benefiting fewer than all of the units must be assessed exclusively against the units benefited;

3) the costs of insurance must be assessed in proportion to risk; and

4) the costs of utilities that can be determined must be assessed in proportion to usage and if the costs of utilities cannot be determined, the cost of nondeterminable utilities shall be shared as a common expense.

d) An assessment to pay a judgment against the association may be made only against the units in the common interest community at the time the judgment was entered, in proportion to their common expense liabilities.

e) If a common expense is caused by the misconduct of a unit owner, the association may assess that expense exclusively against the unit.

(f) If common expense liabilities are reallocated, common expense assessments and any installment of the assessment not yet due must be recalculated in accordance with the reallocated common expense liabilities. (S 1 ch 95 SLA 1985)

Sec. 34.08.470. Lien for assessments. (a) The association has a lien on a unit for an assessment levied against the unit or fines imposed against its unit owner from the time the assessment or fine becomes due. Unless the declaration otherwise provides, fees, charges, late charges, fines, and interest charged under AS 34.08.320(a)(10)—(12) are enforceable as assessments under this section. If an assessment is payable in instalments, the full amount of the assessment is a lien from the time the first installment becomes due.

(b) A lien under this section is prior to all other liens and encumbrances on a unit except (1) a lien and encumbrance recorded before the recording of the declaration and, in a cooperative, a lien and encumbrance which the association creates, assumes, or takes subject to; (2) a first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent, or, in a cooperative, the first security interest encumbering only the interest of the unit owner and perfected before the date on which the assessment sought to be enforced became delinquent; and (3) a lien for real estate taxes and other governmental assessments or charges against the unit or cooperative. A lien under this section is also prior to all security interests described in (2) of this subsection if the common expense assessments based on the periodic budget adopted by the association under AS 34.08.460(a) would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien. This subsection does not affect the priority of a mechanic's or materialman's lien, or the priority of a lien for other assessments made by the association. A lien under this section is not subject to the provisions of AS 09.38.010.

(c) Unless the declaration provides otherwise, if two or more associations have liens for assessments created at any time on the same property, each lien has equal priority.

(d) The recording of the declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this section is not required.

(e) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.

(f) This section does not prohibit an action to recover sums for which (a) of this section creates a lien or prohibit an association from taking a deed in lieu of foreclosure.

(g) A judgment or decree in an action brought under this section is enforceable by execution under AS 09.35.010.

(h) The association upon written request shall furnish to a unit owner a statement setting out the amount of unpaid assessments against the unit. If the interest of the unit owner is real estate, the statement must be in recordable form. The statement must be furnished within 10 business days after receipt of the request and is binding on the association, the executive board, and each unit owner.

(i) In a cooperative, upon nonpayment of an assessment on a unit, a unit owner may be evicted in the same manner as provided by law in the case of an unlawful holdover by a commercial tenant, and the lien may be foreclosed under this section.

(j) The association's lien may be foreclosed under this subsection:

(1) in a condominium or planned community, the lien of the association must be foreclosed as a mortgage or deed of trust on real estate is foreclosed, or as a lien is foreclosed under AS 34.35.005;

(2) in a cooperative whose unit owners' interests in the units are real estate, the lien of the association must be foreclosed as a mortgage or deed of trust on real estate is foreclosed or as a lien is foreclosed under AS 34.35.005;

(3) in a cooperative whose unit owners' interests in the units are personal property, the lien of the association must be foreclosed as a security interest under AS 45.09; or

(4) in the case of foreclosure under AS 34.20.070, the association shall give reasonable notice of its action to each lien holder of a unit whose interest would be affected.

(k) In a cooperative, if the interest of the unit owner in a unit is real estate,

(1) the association, upon nonpayment of an assessment and compliance with this subsection, may sell the unit at a public sale or by private negotiation, and at any time and place: each aspect of the sale, including the method, advertising, time, place, and terms must be reasonable; the association shall give reasonable written notice to the unit owner and a lessee of the unit owner of the time and place of the public sale or, if a private sale is intended, of the intention of entering into a contract to sell and of the time after which a private disposition may be made: the same notice must also be sent to any other person who has a recorded interest in the unit that would be cut off by the sale, but only if the recorded interest was on record seven weeks before the date specified in the notice as the date of a public sale or seven weeks before the date specified in the notice as the date after which a private sale may be made; the notices required by this subsection may be sent to any address reasonable in the circumstances; sale may not be held until five weeks after the sending of the notice; the association may buy at a public sale and, if the sale is conducted by a fiduciary or other person not related to the association, at a private sale;

(2) unless otherwise agreed, the debtor is liable for any deficiency in a foreclosure sale under AS 09.45.170;

(3) the proceeds of a foreclosure sale must be applied in the following order:

(A) the reasonable expenses of sale;

(B) the reasonable expenses of securing possession before sale including holding, maintaining, and preparing the unit for sale, payment of taxes and other governmental charges, premiums on hazard and liability insurance;

(C) satisfaction of the lien of the association;

(D) satisfaction in the order of priority of a subordinate claim of record; and

(E) remittance of any excess to the unit owner.

(4) a good faith purchaser for value acquires the unit free of the association's debt that gave rise to the lien under which the foreclosure sale occurred and any subordinate interest, even though the association or other person conducting the sale failed to comply with the requirements of this section; the person conducting the sale shall execute a conveyance to the purchaser sufficient to convey the unit and stating that it is executed after a foreclosure of the association's lien by power of sale and that person conducting the sale was empowered to make the sale; signature and title or authority of the person signing the conveyance as grantor and a recital of the facts of nonpayment of the assessment and of the giving of the notices required by this subsection are sufficient proof of the facts recited and of the authority of the person to sign; further proof of authority is not required even if the association is named as grantee in the conveyance;

(5) at any time before the association has disposed of a unit in a cooperative or entered into a contract for its disposition under the power of sale, the unit owner or the holder of a subordinate security interest may cure the default of the unit owner and prevent sale or other disposition by tendering the performance due under the security agreement, including an amount due because of exercise of a right to accelerate, plus the reasonable expenses of proceeding to foreclosure incurred to the time of tender. (§ 1 ch 95 SLA 1985)

Sec. 34.08.480. Other liens. (a) In a condominium or planned community,

(1) except as provided in (2) of this subsection, a recorded judgment for money against the association is not a lien on the common elements, but is a lien in favor of the judgment lien holder against the units in the common interest community at the time the judgment was entered and no other property of a unit owner is subject to the claims of creditors of the association:

(2) if the association has granted a security interest in the common elements to a creditor of the association under AS 34.08.430, the holder of the security interest shall exercise its right against the common elements before its judgment lien on a unit may be enforced:

(3) whether perfected before or after the creation of the common interest community, if a lien, other than a deed of trust or mortgage including a judgment lien or lien attributable to work performed or materials supplied before creation of the common interest community, becomes effective against two or more units, the unit owner of an affected unit may pay to the lien holder the amount of the lien attributable to the unit, and the lien holder, upon receipt of payment, shall promptly deliver a release of the lien covering the unit: the amount of the payment must be proportionate to the ratio that the unit owner's common expense liability bears to the common expense liabilities of all unit owners whose units are subject to the lien; after payment, the association may not assess or have a lien against the unit owner's unit for any portion of the common expenses incurred in connection with the lien;

(4) a judgment against the association must be indexed in the name of the common interest community and the association and, when so indexed, is notice of the lien against the units.

(b) In a cooperative,

(1) if the association receives notice of an impending foreclosure on all or a portion of the association's real estate, the association shall promptly transmit a copy of the notice to each unit owner of a unit located within the real estate to be foreclosed; a failure of the association to transmit the notice does not affect the validity of the foreclosure;

(2) whether or not the property of a unit owner is subject to the claims of creditors of the association, other property of a unit owner is not subject to the claims. (§ 1 ch 95 SLA 1985)

Sec. 34.08.490. Association records. (a) The association shall keep financial records sufficiently detailed to enable the association to comply with AS 34.08.590. Financial and other records must be made reasonably available for examination by a unit owner and an authorized agent of a unit owner.

(b) A professional manager, managing agent, accountant, or other person with whom the association has contracted for services shall return all association records within five days of the termination of the contract. If the association records are not returned within five days, the association may sue for their return and for damages. (§ 1 ch 95 SLA 1985)

Sec. 34.08.500. Association as trustee. If a third person deals with the association in the capacity of the association as a trustee, the existence of trust powers and their proper exercise by the association may be assumed without inquiry. A third person is not bound to inquire whether the association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the association is exceeding or improperly exercising its powers, is fully protected in dealing with the association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the association in its capacity as trustee. (§ 1 ch 95 SLA 1985)

Article 4. Protection of Purchasers.

Section	Section
510. Applicability	610. Release of liens
520. Liability for public offering statement requirements	620. Conversion property
530. Public offering statements generally	630. Express warranties of quality
540. Common interest communities subject to development rights	640. Implied warranties of quality
550. Time shares	650. Exclusion or modification of implied warranties of quality
560. Common interest communities containing conversion property	660. Statute of limitations for warranties
570. Common interest community securities	670. Effect of violations on rights of action
580. Purchaser's right to cancel	680. Labeling of promotional material
590. Resales of units	690. Declarant's obligation to complete and restore
600. Escrow of deposits	700. Substantial completion of units

Effective date of article. — Section 4, ch. 95, SLA 1985 provides: "This Act takes effect January 1, 1985"

FISCAL NOTE

REQUEST:

Revision Date: 2/3/89
Title: An Act relating to common interest community managers.
Sponsor: Senator Faiks
Requestor: Senate Labor & Commerce

Agency Affected: Commerce & Econ. Dev.
BRU: Occupational Licensing
Components: Administration

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
PERSONAL SERVICES		7.9	7.9	7.9	7.9	7.9
TRAVEL						
CONTRACTUAL		1.5	1.5	1.5	1.5	1.5
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING		9.4	9.4	9.4	9.4	9.4

CAPITAL						
---------	--	--	--	--	--	--

REVENUE		5.0	.5	6.0	.5	7.0
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FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER		9.4	9.4	9.4	9.4	9.4
TOTAL		9.4	9.4	9.4	9.4	9.4

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

This fiscal note is based on the assumption that 50 individuals will be licensed initially, with a growth rate of at least five new applicants each year. The revenues to be generated are assuming licensees will pay \$50.00 per year and renew on a biennial cycle.

Prepared by: Jennifer Strickler, Administrative Officer Phone: 465-2144
Division: Occupational Licensing Date: 2/6/89

Approved by Commissioner: Larry Mercurieff Date: 2/3/89
Agency: Department of Commerce & Economic Development

Distribution (by preparer):

Legislative Finance
Legislative Sponsor
Requestor
Office of Management and Budget
Impacted Agency(ies)

CONTINUATION OF FISCAL NOTE ANALYSIS

For Bill/Resolution No. SB 25

The differences in revenues and costs are expected to be covered by the division's operating budget until the fees are reassessed.

Calculations for this fiscal note assume that common interest community managers, like all other licensing programs, will be responsible for sharing in the administrative costs of the division. Therefore, based on 50 licensees, common interest community managers will be responsible for covering .19% of the administrative costs. The .19% is derived by dividing the anticipated number of licensees (50) into the total number of licensees (26,995), not including business licenses.

HOUSE COMMITTEE REPORT

(7)

Date Referred: March 6, 1989

FURTHER REFERRALS: JUDICIARY

FINANCE

4/29

Date of Committee Action: 4-28-89

The LABOR & COMMERCE Committee considered:

SSB 25(L&C)

CS FOR SENATE BILL NO. 25 (L&C)

[COMMON INTEREST COMMUNITY MANAGERS]

"An Act relating to common interest community managers."

RECOMMENDATIONS:

- [] be replaced with _____ [] the same title
- [] have attached amendment(s) [] a new title
- [] do pass
- [] do not pass
- [] no recommendation
- [] individual recommendations
- [] additional referral to the _____ Committee

ADOPTS: _____ letter of intent

ATTACHES NEW FISCAL NOTE(S):
(Dept)

APPROVES PREVIOUS:

- [] fiscal impact _____ [] fiscal note(\$/ Senate CEO (Date/Dept) 3/89)
- [] zero fiscal note _____ [] zero fiscal note(s) _____
- [] zero with analysis _____ [] zero fn/analysis _____

SIGNING DO PASS:

SIGNING:

(Check approp. column)

	Do Not Pass	No PC
<u>David Donley</u> DONLEY		
<u>John C. Boucher</u> BOUCHER		
<u>Rew A. Lemay</u> LEMAY		
<u>Cliff Finkelstein</u> FINKELSTEIN		
<u>Richard L. ...</u>		
<u>Richard ...</u>		

David Donley
Chairman's signature

Alaska State Legislature

Chairman
(907) 465-4523



Jan Faiks
Post Office Box V
Juneau, Alaska 99811

Senate Judiciary Committee

March 10, 1989

MEMORANDUM

TO: Representative Dave Donley, Chairman
House Labor and Commerce Committee

FROM: Senator Jan Faiks, Chairman
Senate Judiciary Committee

SUBJECT: SB 25 "An Act relating to common interest community managers."

CSSB 25 (L&C) has been referred to the House Labor and Commerce Committee for consideration. This bill adds a new chapter to Title 8 of the Alaska Statutes, requiring the licensing of common interest community managers. It is almost identical to CSSB 438 (Fin) which was considered by the Labor and Commerce Committee last session, and reported from committee with four "do pass" recommendations.

Common interest communities are regulated in AS 34.07 (horizontal property regimes) and 34.08 (common interest communities). These communities include properties in which the owners of individual units in a building or other real property jointly own the common areas. The most common example is the condominium.

Common interest communities frequently employ a professional manager to handle the affairs of the community association, and various businesses bid to obtain these contracts. As you know, AS 34.07 and 34.08 are complex, and impose many legal requirements on the operation of common interest communities. Unfortunately, at the present time only a small percentage of persons working as professional managers are really qualified to do so.

Moreover, managers frequently have sole-signature authority over the reserve accounts of community associations. In Alaska, these accounts can total several hundred thousand dollars. There have

Members

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already been cases of managers embezzling significant sums from local community associations.

To make certain that those who act as professional managers possess the minimum necessary level of knowledge, and to ensure that certain standards of integrity are maintained, I believe that the professional managers of community associations should be licensed by the state. CSSB 25 (L&C) accomplishes these goals.

Following are some commonly asked questions about this legislation, and the answers to them:

1. What does a common interest community manager do?

The manager is responsible for the day-to-day operation of the association. This includes collecting dues, dealing with mortgagors, arranging for maintenance and repair on the common areas, perfecting liens, and keeping the books.

2. Is an independent board created to regulate managers?

No, the Department of Commerce and Economic Development is given this authority.

3. Do all persons who manage community associations have to be licensed?

No, only persons who contract with community associations to act as professional managers. Smaller associations which are managed in-house by officers or board members of the association are unaffected by this bill, since those persons are exempted from licensure.

4. How many people does this bill effect?

At the present time, it is estimated that approximately 50 persons are acting as the professional managers of community associations in Alaska.

5. Are persons currently acting as managers required to take classes in the law of common interest communities before receiving their initial license?

No. Since no classes are yet approved by the department, it is impossible to require this. Education is only required for renewal of the the initial license. The department has the discretion, however, to require first-time licensees to take classes in the future, when this becomes practical.

Specifically, the bill makes the following changes and additions to current law:

Section 1 Makes AS 08.01, relating to centralized licensing, applicable to common interest community managers.

Section 2 Gives the Department of Commerce and Economic Development the authority to perform all necessary administrative duties with respect to the licensing of managers.

Section 3 Adds a new chapter to AS 08:

Sec. 08.15.010 (a) An individual, 18 years of age or older, shall be licensed by the department on payment of a fee, on proof that the individual has not engaged in conduct that is grounds for imposing disciplinary sanctions under AS 08.15.040, and on meeting any additional requirements established by the department.

(b) An individual licensed under (a) may renew the license if the person takes 12 hours per year of approved classes in the law of common interest communities or in business or accounting.

Sec. 08.15.020 Exempts certain persons from licensing requirements, including (a) officers or employees of AHFC or of a bank or other financial institution; (b) an attorney licensed in the state; (c) an officer or member of the board of a common interest community who is managing that community; or (d) an employee of a common interest community other than the manager.

Sec. 08.15.030 Authorizes the department to set licensing fees.

Sec. 08.15.040 Specifies grounds for imposing disciplinary sanctions on a manager.

Sec. 08.15.050 Specifies the types of sanctions which may be imposed for committing an act under .040.

Sec. 08.15.060 Prohibits persons who are not licensed or exempted from licensure from managing a common interest community.

Sec. 08.15.070 Makes violations of 08.15.060 a class B misdemeanor.

Sec. 08.15.080 Authorizes the department to adopt regulations to implement this chapter.

Sec. 08.15.100 Defines "department" as the Department of Commerce and Economic Development.

Section 4 Makes a technical change to AS 24.08.490(b).

Please contact my office if you have any questions or comments.

Thank you.



Representative Dave Donley, Chair House Labor & Commerce Committee

DATE: 4-28-89

PLACE: C#17

SUBJECT OF MEETING:
HB 284
SB 25
HB 13

NAME	REPRESENTING	BUSINESS/PERSONAL MAILING ADDRESS	ZIP	(H) PHONE	(W) PHONE	DO YOU WANT TO TESTIFY?	WHAT SUBJECT/ WHICH BILL?
JENNIFER STRICKLER	DCED DIV. OF OCC. LICENSING	P.O. Box D-LIC., JUNO.	99811		465-2444	<input checked="" type="radio"/> N	SB 25
						Y N	
						Y N	
						Y N	
						Y N	
						Y N	
						Y N	
						Y N	
						Y N	
						Y N	

FISCAL NOTE

REQUEST:

Revision Date: 2/3/89
 Title: An Act relating to common interest community managers.
 Sponsor: Senator Falks
 Requestor: Senate Labor & Commerce

Agency Affected: Commerce & Econ. Dev.
 BRU: Occupational Licensing

Components: Administration

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
PERSONAL SERVICES		7.9	7.9	7.9	7.9	7.9
TRAVEL						
CONTRACTUAL		1.5	1.5	1.5	1.5	1.5
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING		9.4	9.4	9.4	9.4	9.4
CAPITAL						
REVENUE		5.0	.5	6.0	.5	7.0

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER		9.4	9.4	9.4	9.4	9.4
TOTAL		9.4	9.4	9.4	9.4	9.4

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

This fiscal note is based on the assumption that 50 individuals will be licensed initially, with a growth rate of at least five new applicants each year. The revenues to be generated are assuming licensees will pay \$50.00 per year and renew on a biennial cycle.

Prepared by: Jennifer Strickler, Administrative Officer Phone: 465-2144
 Division: Occupational Licensing Date: 2/6/89

Approved by Commissioner: Larry Mercurieff Date: 2/2/89
 Agency: Department of Commerce & Economic Development

Distribution (by preparer):

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)

CONTINUATION OF FISCAL NOTE ANALYSIS

For Bill/Resolution No. SB 25

The differences in revenues and costs are expected to be covered by the division's operating budget until the fees are reassessed.

Calculations for this fiscal note assume that common interest community managers, like all other licensing programs, will be responsible for sharing in the administrative costs of the division. Therefore, based on 50 licensees, common interest community managers will be responsible for covering .19% of the administrative costs. The .19% is derived by dividing the anticipated number of licensees (50) into the total number of licensees (26,995), not including business licenses.

S B

5 1

HOUSE COMMITTEE REPORT

(7)

Date Referred: March 6, 1989

FURTHER REFERRALS: LABOR & COMMERCE

Date of Committee Action: 4/12/89

The HEALTH, EDUCATION, & SOCIAL SERVICES Committee considered: CSSB 51 (HESS)
CS FOR SENATE BILL NO. 51 (HESS)

[WORKERS' COMP:REHABILITATION SPECIALISTS]

"An Act extending the time period for a person to become a certified workers' compensation rehabilitation specialist; and providing for an effective date."

RECOMMENDATIONS:

- be replaced with _____ the same title
- have attached amendment(s) a new title
- do pass
- do not pass
- no recommendation
- individual recommendations
- additional referral to the _____ Committee

ADOPTS: _____ letter of intent

ATTACHES NEW FISCAL NOTE(s):
(Dept)

APPROVES PREVIOUS:

(Date/Dept)

- fiscal impact _____
- zero fiscal note _____
- zero with analysis _____

- fiscal note(s) _____
- zero fiscal note(s) 2/8/89 Labor
- zero fn/analysis _____

SIGNING DO PASS:

SIGNING:

(Check approp. column)

	Do Not Pass	No Rec	Amend
Cheri Davis		✓	

Chairman's signature

HOUSE COMMITTEE REPORT

(7)

Date Referred: April 12, 1989

FURTHER REFERRALS:

Date of Committee Action: 4-25-89

The LABOR & COMMERCE Committee considered: CSSB 51 (HESS)

CS FOR SENATE BILL NO. 51 (HESS)

[WORKERS' COMP:REHABILITATION SPECIALISTS]

"An Act extending the time period for a person to become a certified workers' compensation rehabilitation specialist; and providing for an effective date."

RECOMMENDATIONS:

- [] be replaced with _____ [] the same title
- [] _____ [] a new title
- [] have attached amendment(s)
- [] do pass
- [] do not pass
- [] no recommendation
- [] individual recommendations
- [] additional referral to the _____ Committee

ADOPTS: _____ letter of intent

ATTACHES NEW FISCAL NOTE(s):
(Dept)

APPROVES PREVIOUS:

(Date/Dept)

- [] fiscal impact _____
- [] zero fiscal note _____
- [] zero with analysis _____

- [] fiscal note(s) _____
- [] zero fiscal note(s) _____
- [] zero fn/analysis _____

SIGNING DO PASS:

SIGNING:

(Check approp. column)

Do Not Pass No Rec Amend

David Donley
Mark Spitzer
W.C. Kunkin
Herow A. Lemaw
Lynn McGoffe
Don White
McA. Thompson

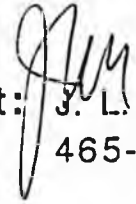
	Do Not Pass	No Rec	Amend

David Donley
Chairman's Signature

Bill No CSSB 51 (HESS)

Date: February 23, 1989

Title: "An Act extending the time period for a person to become a certified workers' compensation rehabilitation specialist; and providing for an effective date."


Contact:  J. L. McClintock
465-2790

One of the major concerns addressed by the Labor/Management Task Force in last year's workers' compensation legislation was to assure that quality vocational rehabilitation services be provided by skilled professionals to assist Alaska's injured workers in their return to the work place, thereby reducing liability for long-term disability for Alaska employers. To accomplish this, specific standards for professional vocational certification were included in the 1988 workers' compensation bill. These standards require that a person be a certified insurance rehabilitation specialist (CIRS) or a certified rehabilitation counselor (CRC), or the equivalent in jurisdictions without CIRS or CRC certification standards, in order to be placed on the Workers' Compensation Board's list of rehabilitation specialists.

The 1988 legislation provided a one-year period, until June 30, 1989, for persons who had been providing rehabilitation services to obtain the required certification. CSSB 51 would extend the time period for obtaining certification by an additional three years. At this time, the Department is aware of four individuals who will not be able to meet the certification requirements by the June 30, 1989 deadline.

The Department has no objection to this extension which will provide those who have been providing rehabilitation services the additional time needed to meet the certification requirements.

APPROVED:


Jim Sampson, Commissioner
Department of Labor

POSITION PAPER/Department of Labor

STATE OF ALASKA
1989 LEGISLATIVE SESSION

BILL VERSION: CSSB 51 (HESS)
PUBLISH DATE: _____

FISCAL NOTE

REQUEST:

Revision Date: _____ Agency Affected: Labor
 Title: "An Act extending the time period...
 to become a...workers' compensation...specialist..." BRU: Workers' Compensation
 Sponsor: Duncan & Kerttula Components: _____
 Requestor: Senate HESS Workers' Compensation

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND&STRUCTURES						
GRANTS,CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS: (Attach a separate page if necessary)

Prepared by: Jacquelyn McClintock Phone: 465-2790
 Division: Workers' Compensation Date: 2/7/89
 Approved by Commissioner: Jim Sampson Date: 2/7/89
 Agency: Department of Labor

Distribution (by preparer) :
 Legislative Finance
 Legislative Sponsor
 Requestor
 Office of Management and Budget
 Impacted Agency(ies)

Alaska State Legislature



SENATOR JIM DUNCAN

P.O. Box V JUNEAU, ALASKA 99811-3100
(907) 465-4766

COMMITTEES:
FINANCE
VICE CHAIR —
HEALTH EDUCATION
& SOCIAL SERVICES
BUDGET & AUDIT
BANKING &
ECONOMIC
DEVELOPMENT

MEMORANDUM

APRIL 12, 1989

TO: REPRESENTATIVE DAVE DONLEY, CHAIR
HOUSE LABOR AND COMMERCE COMMITTEE

FROM: SENATOR JIM DUNCAN

SUBJECT: CS SENATE BILL 51 (HESS), AN ACT EXTENDING THE TIME FOR
A PERSON TO BECOME A CERTIFIED WORKERS' COMPENSATION
REHABILITATION SPECIALIST, AND PROVIDING FOR AN
EFFECTIVE DATE.

I REQUEST THAT YOU SCHEDULE CSSB 51 (HESS), EXTENDING THE
TIME FOR A PERSON TO BECOME A CERTIFIED WORKERS' COMPENSATION
REHABILITATION SPECIALIST FOR A HEARING AS SOON AS POSSIBLE.

A PROBLEM HAS ARISEN FOR A CONSTITUENT OF MINE AS THE RESULT
OF THE RECENTLY REVISED WORKERS' COMPENSATION STATUTES. SECTION
47 OF CHAPTER 79, SLA 1988, ALLOWS A ONE YEAR GRACE PERIOD FOR
PRACTICING REHABILITATION SPECIALISTS TO CONTINUE WITHOUT THE
REQUIRED CERTIFICATION FROM JULY 1, 1988 TO JUNE 30, 1989. AFTER
THAT PERIOD, CURRENTLY PRACTICING REHABILITATION SPECIALISTS WILL
NOT BE ALLOWED TO CONTINUE IN THEIR WORK UNLESS THEY ARE
CERTIFIED BY THE INSURANCE REHABILITATION SPECIALISTS COMMISSION.

IN PARTICULAR, MY CONSTITUENT OWNS A LOCAL REHABILITATION
SERVICE AND HAS WORKED AS A VOCATIONAL REHABILITATION COUNSELOR
SINCE JANUARY 1, 1984. TO MEET THE BACHELORS DEGREE REQUIREMENT
FOR A CATEGORY TWO REHABILITATION SPECIALIST, SHE IS NOW TAKING
17 CREDIT HOURS IN ADDITION TO CONTINUING HER WORK AS A REHAB
SPECIALIST. AT THE TIME OF ENACTMENT OF THE LEGISLATION, SHE
STILL NEEDED TWO YEARS TO ATTAIN HER BACHELOR'S DEGREE. THIS
MEANS THAT ON JUNE 30, 1989, SHE WILL BECOME INELIGIBLE TO
CONTINUE HER WORK AS A REHABILITATION SPECIALIST IN SPITE OF THE
FACT THAT SHE IS DOING AN EXCELLENT JOB AND HAS REFERENCES WHICH
BEAR THIS OUT.

CS SB 51 (HESS) WILL EXTEND THE GRACE PERIOD TO ATTAIN
CERTIFICATION UNTIL JUNE 30, 1992, BUT ONLY FOR INDIVIDUALS WHO
WERE ACTIVELY EMPLOYED FOR AT LEAST ONE YEAR BEFORE JUNE 30, 1988
AS REHABILITATION SPECIALISTS.

IF YOU HAVE ANY QUESTIONS ON THIS BILL, PLEASE CONTACT
ROXANNE STEWART OF MY STAFF AT 465-4766.

ATTACHMENTS

March 6, 1989

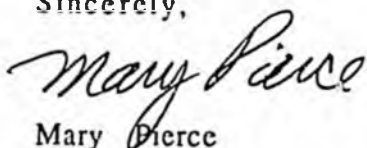
Senator Duncan
Alaska State Legislature
Room 119, P.O. Box V
Juneau, Alaska 99811

Dear Senator Duncan:

The Labor Management Task Force recently responded to you regarding Senate Bill 51. In that letter we outlined our concerns with vocational rehabilitation services as we viewed them when initiating worker's compensation legislation in 1988.

We have recently reviewed your committee substitute for SB 51 and feel that the limitations provided in the title allow us to reconsider our previously stated objections to SB 51. As we understand it the time period for obtaining certification as a rehabilitation specialist would be extended for an additional three years. The Department of Labor has informed us that there are only four individuals that will not be able to make the certification requirements by the June 30, 1989 deadline. We have presently no objection to this extension of additional time needed to meet certification requirements.

Sincerely,



Mary Pierce
Co-Chairman
Labor Management Task Force



Robert Anders
Co-Chairman
Labor Management Task Force

cc: Senator Tim Kelly
Jacqueline McClintock -
Division of Worker's Compensation
Representative Dave Donley

MP/tmb/L.SD.3/6

April 11, 1989

Alaska House of Representatives
Health, Education and Social Services
Room 106, Capitol Building
P.O. Box V
Juneau, Alaska 99811
Attn: Honorable Johnny Ellis, Chairman

SUPPORT FOR THE PASSAGE OF CSSB 51

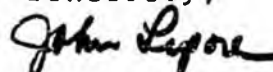
Dear Mr. Ellis:

I would like to extend my support for SB 51 (CSSB 51), which is currently being reviewed by your committee. This legislation would provide adequate time for members of the vocational rehabilitation profession to obtain the necessary prerequisites for certification.

Without this corrective legislation, the original provision unduly excluded viable members of the vocational rehabilitation profession, by providing inadequate time for educational training. CSSB 51 would not endanger the integrity of the vocational rehabilitation area; it would only grant valued members of this profession, who were already gainfully employed, the time needed to complete the education necessary for certification.

I am confident that you will carefully review the merits of this legislation. Thank you for your attention in this matter.

Sincerely,



John Lepore
3444 Nowell Ave. #309
Juneau, Alaska 99801



LAWS OF ALASKA

1988

Source

Chapter No.

CCS SB 322

79

AN ACT

Relating to workers' compensation; and providing for an effective date.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1, LINE 9

UNDERLINED MATERIAL INDICATES TEXT THAT IS BEING ADDED TO THE LAW AND BRACKETED MATERIAL IN CAPITAL LETTERS INDICATES DELETIONS FROM THE LAW; COMPLETELY NEW TEXT OR MATERIAL REPEALED AND RE-ENACTED IS IDENTIFIED IN THE INTRODUCTORY LINE OF EACH BILL SECTION.

Approved by the Governor: May 31, 1988
Actual Effective Date: Sections 42 and 50 take effect
June 1, 1988. Sections 1 - 41, and 43 - 49 take
effect July 1, 1988

Chapter 79

AN ACT

Relating to workers' compensation; and providing for an effective date.

* Section 1. LEGISLATIVE INTENT. (a) It is the intent of the legislature that AS 23.30 be interpreted so as to ensure the quick, efficient, fair, and predictable delivery of indemnity and medical benefits to injured workers at a reasonable cost to the employers who are subject to the provisions of AS 23.30.

(b) The legislature declares that the workers' compensation laws must not be construed by the courts in favor of any party. It is the specific intent of the legislature that workers' compensation cases be decided on their merits, except when otherwise provided by statute. It is also the intent of the legislature that the board possess the greatest possible authority in the exercise of its fact finding responsibilities and that the board's decisions be conclusive unless the court finds that a reasonable person could not have reached the conclusion made by the board.

(c) It is the intent of the legislature in amending AS 23.30.175 regarding benefits payable to recipients not residing in the state to

(1) recognize the levels of workers' compensation benefits brought about by the high cost of living that exists in the state as compared to other localities;

(2) increase the incentives to return to work; and

(3) remove obstacles to the utilization of vocational rehabilitation that may be brought about by the payment of workers' compensation

Chapter 79

benefits at the high levels provided by the Alaska workers' compensation law to individuals residing in localities with living costs lower than those in Alaska.

(d) It is the intent of the legislature to encourage employers to improve safety practices in the workplace and to use improved safety practices to reduce work related injuries.

(e) It is the intent of the legislature in amending AS 23.30.075(b) and 23.30.155 that the division of workers' compensation, division of insurance, and Department of Law strictly enforce the punishment authorized under AS 23.30.075(b) and the reporting requirements and penalties for noncompliance under AS 23.30.155. Strict enforcement is necessary because

(1) the state has failed to impose the punishment authorized under AS 23.30.075(b) against those employers who fail to obtain workers' compensation insurance or to qualify as a self-insurer; and

(2) there is a lack of specific data from the division of workers' compensation and division of insurance to adequately assess the efficiency and costs of the workers' compensation system.

* Sec. 2. AS 21.39.155 is amended by adding a new subsection to read:

(c) An insurer may impose a surcharge not to exceed 25 percent of the premium for assigned risk pool insurance, except that a surcharge may not be applied to the first \$3,000 in premium in any policy year.

* Sec. 3. AS 21.89 is amended by adding a new section to read:

Sec. 21.89.015. WORKPLACE SAFETY PROGRAM. An insurer who provides workers' compensation insurance in this state shall establish and maintain a workplace safety rate reduction program, subject to the approval of the Division of Insurance.

* Sec. 4. AS 23.30.005(h) is amended to read:

(h) The department shall [MAY] adopt [IDENTICAL] rules for all

Chapter 79

panels, and procedures for the periodic selection, retention, and removal of both rehabilitation specialists and physicians under AS 23.30.041 and 23.30.095, and shall [MAY] adopt regulations to carry out the provisions of this chapter. Process and procedure under this chapter shall be as summary and simple as possible. The department, the board or a member of it may for the purposes of this chapter subpoena witnesses, administer or cause to be administered oaths, and may examine or cause to have examined the parts of the books and records of the parties to a proceeding that relate [WHICH RELATED] to questions in dispute. The superior court, on application of the department, the board or any members of it, shall enforce the attendance and testimony of witnesses and the production and examination of books, papers, and records.

* Sec. 5. AS 23.30.020 is amended by adding a new subsection to read:

(b) An employee who knowingly makes a false statement as to the employee's physical condition on an employment application or pre-employment questionnaire may not receive benefits under this chapter if

(1) the employer relied upon the false representation and this reliance was a substantial factor in the hiring; and

(2) there was a causal connection between the false representation and the injury to the employee.

* Sec. 6. AS 23.30.025 is amended by adding a new subsection to read:

(c) An insurer extending coverage required under this chapter by specifying Alaska in the other states section or similar provision of the insurance policy shall provide notice to the department under AS 23.30.085.

* Sec. 7. AS 23.30.030 is amended by adding a new paragraph to read:

(8) An annual insurance premium that exceeds \$2,000 may be paid on an installment basis of not fewer than two payments, if

Chapter 79

requested by the insured. Premiums paid by installment must be structured to reflect seasonal peaks in the basis of the premium. The insurer shall include this provision in the insurance policy in a manner that clearly informs the insured of the provision.

* Sec. 8. AS 23.30.040(b) is amended to read:

(b) If an employee suffers a compensable injury that results in temporary total disability, temporary partial disability, permanent partial disability, or permanent total disability, the employer or insurance carrier shall contribute to the second injury fund. The contribution shall be made annually at the time of the report filing required by AS 23.30.155(m) [BY ONE YEAR FROM THE DATE OF THE INJURY OR ON TERMINATION OF THE EMPLOYEE'S CLAIM, WHICHEVER IS SOONER. IF THE CLAIM IS NOT TERMINATED WITHIN ONE YEAR, SUBSEQUENT CONTRIBUTIONS SHALL BE MADE YEARLY UNTIL THE TERMINATION OF THE EMPLOYEE'S CLAIM]. The amount of the contribution is the product of the compensation to which the employee is entitled for temporary total disability, temporary partial disability, permanent partial disability, or permanent total disability and the applicable contribution rate set out in column A of this subsection. Payment need not be made to the second injury fund if the total contribution under this subsection is less than \$20. By December 15 of each year the commissioner shall determine and make available to the public the applicable contribution rate for the following calendar year according to the reserve rate of the second injury fund in column B of this subsection:

Column A	Column B	
	Reserve Rate	
Second Injury Fund	At Least	But Less Than
Contribution Rate	(Percent)	(Percent)
(Percent)		
6	0	50

Chapter 79

5	50	75
4	75	100
3	100	125
2	125	150
1	150	175
0	175	

* Sec. 9. AS 23.30.040(h) is amended to read:

(h) Administration expenses of the state under this section and AS 23.30.205 must [SHALL] be paid from the second injury [GENERAL] fund.

* Sec. 10. AS 23.30.041 is repealed and reenacted to read:

Sec. 23.30.041. REHABILITATION OF INJURED WORKERS. (a) The board shall select and employ a reemployment benefits administrator. The board may authorize the administrator to select and employ additional staff. The administrator is in the partially exempt service under AS 39.25.120.

(b) The administrator shall perform the following functions:

(1) enforce regulations adopted by the board to implement this section;

(2) recommend regulations for adoption by the board that establish performance and reporting criteria for rehabilitation specialists;

(3) enforce the quality and effectiveness of reemployment benefits provided for under this section;

(4) review on an annual basis the performance of rehabilitation specialists to determine continued eligibility for delivery of rehabilitation services;

(5) submit to the department, on or before January 1 of each year, a report of reemployment benefits provided under this

1 section for the previous fiscal year; the report must include a gener-
2 al section, sections related to each rehabilitation specialist em-
3 ployed under this section, and a statistical summary of all reha-
4 bilitation cases, including

5 (A) the estimated and actual cost of each active
6 rehabilitation plan;

7 (B) the estimated and actual time of each rehabili-
8 tion plan;

9 (C) a status report on all individuals completing or
10 terminating a reemployment benefits program including a return to
11 work date;

12 (D) the cost of reemployment benefits;

13 (6) maintain a list of rehabilitation specialists who meet
14 the qualifications established under this section;

15 (7) promote awareness among physicians, adjusters, injured
16 workers, employers, employees, attorneys, training providers, and
17 rehabilitation specialists of the reemployment program established in
18 this subsection.

19 (c) If an employee suffers a compensable injury that may perma-
20 nently preclude an employee's return to the employee's occupation at
21 the time of injury, the employee or employer may request an eligibil-
22 ity evaluation for reemployment benefits. The employee shall request
23 an eligibility evaluation within 90 days after the employee gives the
24 employer notice of injury unless the administrator determines the
25 employee has an unusual and extenuating circumstance that prevents the
26 employee from making a timely request. The administrator shall, on a
27 rotating and geographic basis, select a rehabilitation specialist from
28 the list maintained under (b)(6) of this section to perform the eli-
29 gibility evaluation.

1 (d) Within 30 days after the referral by the administrator, the
2 rehabilitation specialist shall perform the eligibility evaluation and
3 issue a report of findings. The administrator may grant up to an
4 additional 30 days for performance of the eligibility evaluation upon
5 notification of unusual and extenuating circumstances and the re-
6 habilitation specialist's request. Within 14 days after receipt of
7 the report from the rehabilitation specialist, the administrator shall
8 notify the parties of the employee's eligibility for reemployment
9 preparation benefits. Within 10 days after the decision, either party
10 may seek review of the decision by requesting a hearing under AS 23.-
11 30.110. The hearing shall be held within 30 days after it is re-
12 quested. The board shall uphold the decision of the administrator
13 except for abuse of discretion on the administrator's part.

14 (e) An employee shall be eligible for benefits under this sec-
15 tion upon the employee's written request and by having a physician
16 predict that the employee will have permanent physical capacities that
17 are less than the physical demands of the employee's job as described
18 in the United States Department of Labor's "Selected Characteristics
19 of Occupations Defined in the Dictionary of Occupational Titles" for

20 (1) the employee's job at the time of injury; c-

21 (2) other jobs that exist in the labor market that the
22 employee has held or received training for within 10 years before the
23 injury or that the employee has held following the injury for a period
24 long enough to obtain the skills to compete in the labor market,
25 according to specific vocational preparation codes as described in the
26 United States Department of Labor's "Selected Characteristics of Occu-
27 pations Defined in the Dictionary of Occupational Titles."

28 (f) An employee is not eligible for reemployment benefits if

29 (1) the employer offers employment within the employee's

Chapter 79

1 predicted post-injury physical capacities at a wage equivalent to at
2 least the state minimum wage under AS 23.10.065 or 75 percent of the
3 worker's gross hourly wages at the time of injury, whichever is great-
4 er, and the employment prepares the employee to be employable in other
5 jobs that exist in the labor market;

6 (2) the employee has been previously rehabilitated in a
7 former workers' compensation claim and returned to work in the same or
8 similar occupation in terms of physical demand required of the em-
9 ployee at the time of the previous injury; or

10 (3) at the time of medical stability no permanent impair-
11 ment is identified or expected.

12 (g) Within 10 days after the employee receives the adminis-
13 trator's notification of eligibility for benefits, an employee who
14 desires to use these benefits shall give written notice to the em-
15 ployer of the employee's selection of a rehabilitation specialist who
16 shall provide a complete reemployment benefits plan. If the employer
17 disagrees with the employee's choice of rehabilitation specialist to
18 develop the plan and the disagreement cannot be resolved, then the
19 administrator shall assign a rehabilitation specialist. The employer
20 and employee each have one right of refusal of a rehabilitation spe-
21 cialist.

22 (h) Within 90 days after the rehabilitation specialist's selec-
23 tion under (g) of this section, the reemployment plan must be formu-
24 lated and approved. The reemployment plan must include at least the
25 following:

26 (1) a determination of the occupational goal in the labor
27 market;

28 (2) an inventory of the employee's technical skills, physical
29 and intellectual capacities, academic achievement, emotional

Chapter 79

1 condition and family support;

2 (3) a plan to acquire the occupational skills to be employ-
3 able;

4 (4) the cost estimate of the reemployment plan, including
5 provider fees; the amount of tuition, books, tools, and supplies;
6 transportation; temporary lodging; or job modification devices;

7 (5) the estimated length of time that the plan will take;

8 (6) the date the plan will commence;

9 (7) the estimated time of medical stability as predicted by
10 the physician;

11 (8) a detailed description and plan schedule; and

12 (9) a finding by the rehabilitation specialist that the
13 inventory under (2) of this subsection indicates that the employee can
14 be reasonably expected to satisfactorily complete the plan and perform
15 in a new occupation within the time and cost limitations of the plan.

16 (i) Reemployment benefits shall be selected from the following
17 in a manner that ensures remunerative employability in the shortest
18 possible time:

19 (1) on the job training;

20 (2) vocational training;

21 (3) academic training;

22 (4) self-employment; or

23 (5) a combination of (1) - (4) of this subsection.

24 (j) The employee, rehabilitation specialist, and the employer
25 shall sign the reemployment benefits plan. If the employer and em-
26 ployee fail to agree on a reemployment plan, either party may submit a
27 reemployment plan for approval to the administrator; the adminis-
28 trator shall approve or deny a plan within 14 days after the plan is
29 submitted; within 10 days of the decision, either party may seek

review of the decision by requesting a hearing under AS 23.30.110; the board shall uphold the decision of the administrator unless evidence is submitted supporting an allegation of abuse of discretion on the part of the administrator; the board shall render a decision within 30 days after completion of the hearing.

(k) Benefits related to the reemployment plan may not extend past two years from date of plan approval or acceptance, whichever date occurs first, at which time the benefits expire. If an employee reaches medical stability before completion of the plan, temporary total disability benefits shall cease and permanent impairment benefits shall then be paid at the employee's temporary total disability rate. If the employee's permanent impairment benefits are exhausted before the completion or termination of the reemployment plan, the employer shall provide wages equal to 60 percent of the employee's spendable weekly wages but not to exceed \$525, until the completion or termination of the plan. A permanent impairment benefit remaining unpaid upon the completion or termination of the plan shall be paid to the employee in a single lump sum. The fees of the rehabilitation specialist or rehabilitation professional shall be paid by the employer and may not be included in determining the cost of the reemployment plan.

(l) The cost of the reemployment plan incurred under this section shall be the responsibility of the employer, shall be paid on an expense incurred basis, and may not exceed \$10,000.

(m) Only a rehabilitation specialist may accept case assignments as a case manager and sign eligibility determinations and reemployment plans. A person who is not a rehabilitation specialist may perform rehabilitation casework if the work is performed under the direct supervision of a rehabilitation specialist employed in the same firm

and location.

(n) After the employee has elected to participate in reemployment benefits, if the employer believes the employee has not cooperated the employer may terminate reemployment benefits on the date of noncooperation. Noncooperation means unreasonable failure to

(1) keep appointments;

(2) maintain passing grades;

(3) attend designated programs;

(4) maintain contact with the rehabilitation specialist;

(5) cooperate with the rehabilitation specialist in developing a reemployment plan and participating in activities relating to reemployability on a full-time basis;

(6) comply with the employee's responsibilities outlined in the reemployment plan; or

(7) participate in any planned reemployment activity as determined by the administrator

(o) Upon the request of either party, the administrator shall decide whether the employee has not cooperated as provided under (n) of this section. A hearing before the administrator shall be held within 30 days after it is requested. The administrator shall issue a decision within 14 days after the hearing. Within 10 days after the administrator files the decision, either party may seek review of the decision by requesting a hearing under AS 23.30.110; the board shall uphold the decision of the administrator unless evidence is submitted supporting an allegation of abuse of discretion on the part of the administrator; the board shall render a decision within 30 days after completion of the hearing.

(p) In this section

(1) "administrator" means the reemployment benefits

1 administrator under AS 23.30.041(a);

2 (2) "employability" means possessing the ability but not
3 necessarily the opportunity to engage in employment that is consistent
4 with the employee's physical status imposed by the compensable injury;

5 (3) "labor market" means a geographical area that offers
6 employment opportunities in the following priority:

7 (A) area of residence;

8 (B) area of last employment;

9 (C) the state;

10 (D) other states;

11 (4) "physical capacities" means objective and measurable
12 physical traits such as ability to lift and carry, walk, stand or sit,
13 push, pull, climb, balance, stoop, kneel, crouch, crawl, reach, han-
14 dle, finger, feel, talk, hear or see;

15 (5) "physical demands" means the physical requirements of
16 the job such as strength, including positions such as standing, walk-
17 ing, sitting, and movement of objects such as lifting, carrying,
18 pushing, pulling, climbing, balancing, stooping, kneeling, crouching,
19 crawling, reaching, handling, fingering, feeling, talking, hearing, or
20 seeing;

21 (6) "rehabilitation specialist" means a person who is a
22 certified insurance rehabilitation specialist, a certified rehabilita-
23 tion counselor, or a person who has equivalent or better qualifica-
24 tions as determined under regulations adopted by the department;

25 (7) "remunerative employability" means having the skills
26 that allow a worker to be compensated with wages or other earnings
27 equivalent to at least 60 percent of the worker's gross hourly wages
28 at the time of injury; if the employment is outside the state, the
29 stated 60 percent shall be adjusted to account for the difference

1 between the applicable state average weekly wage and the Alaska aver-
2 age weekly wage.

3 * Sec. 11. AS 23.30.055 is amended to read:

4 Sec. 23.30.055. EXCLUSIVENESS OF LIABILITY. The liability of an
5 employer prescribed in AS 23.30.045 is exclusive and in place of all
6 other liability of the employer and any fellow employee to the em-
7 ployee, the employee's legal representative, husband or wife, parents,
8 dependents, next of kin, and anyone otherwise entitled to recover
9 damages from the employer or fellow employee at law or in admiralty on
10 account of the injury or death. The liability of the employer is
11 exclusive even if the employee's claim is barred under AS 23.30.-
12 020(b). However, if an employer fails to secure payment of compen-
13 sation as required by this chapter, an injured employee or the em-
14 ployee's legal representative in case death results from the injury
15 may elect to claim compensation under this chapter, or to maintain an
16 action against the employer at law or in admiralty for damages on
17 account of the injury or death. In that action the defendant may not
18 plead as a defense that the injury was caused by the negligence of a
19 fellow servant, or that the employee assumed the risk of the employ-
20 ment, or that the injury was due to the contributory negligence of the
21 employee.

22 * Sec. 12. AS 23.30.075(b) is amended to read:

23 (b) If an [AN] employer [WHO] fails to insure and keep insured
24 employees subject to this chapter or fails to obtain a certificate of
25 self-insurance from the board, upon conviction the court shall impose
26 a fine of \$10,000 and may impose a sentence of [, IS PUNISHABLE BY A
27 FINE OF NOT MORE THAN \$1,000, OR BY] imprisonment for not more than
28 one year [, OR BY BOTH]. If an employer is a corporation, all persons
29 who, at the time of the injury or death, had authority to insure the

[SAID] corporation or apply for a certificate of self-insurance, and the person actively in charge of the business of the [SUCH] corporation shall be subject to the penalties prescribed in this subsection [HEREIN] and shall be personally, jointly, and severally liable together with the corporation for the payment of all compensation or other benefits for which the corporation is liable under this chapter if the [SAID] corporation at that [SUCH] time is not insured or qualified as a self-insurer.

* Sec. 13. AS 23.30.095(a) is amended to read:

(a) The employer shall furnish medical, surgical, and other attendants or treatment, nurse and hospital service, medicine, crutches, and apparatus for the period which the nature of the injury or the process of recovery requires, not exceeding two years from and after the date of injury to the employee. However, if the condition requiring the treatment, apparatus, or medicine is a latent one, the two-year period runs from the time the employee has knowledge of the nature of the employee's disability and its relationship to the employment and after disablement. It shall be additionally provided that, if continued treatment or care or both beyond the two-year period is indicated, the injured employee has the right of review by the board. The board may authorize continued treatment or care or both as the process of recovery may require. When medical care is required, the injured employee may designate a licensed physician to provide all medical and related benefits. The employee may not make more than one change in the employee's choice of attending physician without the written consent of the employer. Referral to a specialist by the employee's attending physician is not considered a change in physicians [INSIDE THE STATE TO RENDER THE CARE EXCEPT IN CASES WHERE, IN THE JUDGMENT OF THE BOARD, CARE OR TREATMENT OR BOTH CAN BEST BE

ADMINISTERED BY THE SELECTION OF ANOTHER PHYSICIAN]. Upon procuring the services of a physician, the injured employee shall give proper notification of the selection to the employer within a reasonable time after first being treated. Notice of a change in the attending physician shall be given before the change [IF FOR ANY REASON DURING THE PERIOD WHEN MEDICAL CARE IS REQUIRED THE EMPLOYEE WISHES TO CHANGE TO ANOTHER PHYSICIAN, THE EMPLOYEE MAY DO SO IN ACCORDANCE WITH REGULATIONS ADOPTED BY THE BOARD].

* Sec. 14. AS 23.30.095(c) is amended to read:

(c) A claim for medical or surgical treatment, or treatment requiring continuing and multiple treatments of a similar nature is not valid and enforceable against the employer unless, within 14 days following treatment, the physician or health care provider giving the treatment or the employee receiving it furnishes to the employer and the board notice of the injury and treatment, preferably on a form prescribed by the board. The board shall, however, excuse the failure to furnish notice within 14 days when it finds it to be in the interest of justice to do so, and it may, upon application by a party in interest, make an award for the reasonable value of the medical or surgical treatment so obtained by the employee. When a claim is made for a course of treatment requiring continuing and multiple treatments of a similar nature, in addition to the notice, the physician or health care provider shall furnish a written treatment plan if the course of treatment will require more frequent outpatient visits than the standard treatment frequency for the nature and degree of the injury and the type of treatments. The treatment plan shall be furnished to the employee and the employer within 14 days after treatment begins. The treatment plan must include objectives, modalities, frequency of treatments, and reasons for the frequency of treatments.

If the treatment plan is not furnished as required under this subsection, neither the employer nor the employee may be required to pay for treatments that exceed the frequency standard. The board shall adopt regulations establishing standards for frequency of treatment.

* Sec. 15. AS 23.30.095(e) is amended to read:

(e) The employee shall, after an injury, at reasonable times during the continuance of the disability, if requested by the employer or when ordered by the board, submit to an examination by a physician or surgeon of the employer's choice authorized to practice medicine under the laws of the jurisdiction in which the physician resides [STATE IN WHICH THE EMPLOYEE MAY BE FOUND], furnished and paid for by the employer. The employer may not make more than one change in the employer's choice of a physician or surgeon without the written consent of the employee. Referral to a specialist by the employer's physician is not considered a change in physicians. An examination requested by the employer not less than 14 days after injury, and every 60 days thereafter, shall be presumed to be reasonable, and the employee shall submit to the examination without further request or order by the board. Unless medically appropriate, the physician shall use existing diagnostic data to complete the examination. Facts relative to the injury or claim communicated to or otherwise learned by a physician or surgeon who may have attended or examined the employee, or who may have been present at an examination are not privileged, either in the hearings provided for in this chapter or an action to recover damages against an employer who is subject to the compensation provisions of this chapter. If an employee refuses to submit to an [ANY] examination provided for in this section, the employee's rights to compensation shall be suspended until the obstruction or refusal ceases, and the employee's compensation during

the period of suspension may, in the discretion of the board or the court determining an action brought for the recovery of damages under this chapter, be forfeited. The board in any case of death may require an autopsy at the expense of the party requesting the autopsy. An autopsy may not be held without notice first being given to the widow or widower or next of kin if they reside in the state or their whereabouts can be reasonably ascertained, of the time and place of the autopsy and reasonable time and opportunity given the widow or widower or next of kin to have a representative present to witness the autopsy. If adequate notice is not given, the findings from the autopsy may be suppressed on motion made to the board or to the superior court, as the case may be.

* Sec. 16. AS 23.30.095(f) is amended to read:

(f) All fees and other charges for medical treatment or service [ARE LIMITED TO THE CHARGES THAT PREVAIL IN THE SAME COMMUNITY FOR SIMILAR TREATMENT OF INJURED PERSONS OF LIKE STANDARD OF LIVING AND] shall be subject to regulation by the board but may not exceed usual, customary, and reasonable fees for the treatment or service in the community in which it is rendered, as determined by the board. An employee may not be required to pay a fee or charge for medical treatment or service.

* Sec. 17. AS 23.30.095(j) is repealed and reenacted to read:

(j) The board may appoint a medical services review committee, or contract with an existing organization in the state or another state, to assist and advise the board in matters involving the appropriateness, necessity, and cost of medical and related services provided under this chapter.

* Sec. 18. AS 23.30.095 is amended by adding a new subsection to read:

(k) In the event of a medical dispute regarding determinations

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of causation, medical stability, ability to enter a reemployment plan, degree of impairment, functional capacity, the amount and efficacy of the continuance of or necessity of treatment, or compensability between the employee's attending physician and the employer's independent medical evaluation, a second independent medical evaluation shall be conducted by a physician or physicians selected by the board from a list established and maintained by the board. The cost of the examination and medical report shall be paid by the employer. The report of the independent medical examiner shall be furnished to the board and to the parties within 14 days after the examination is concluded. A person may not seek damages from an independent medical examiner caused by the rendering of an opinion or providing testimony under this subsection, except in the event of fraud or gross incompetence.

* Sec. 19. AS 23.30.105(a) is amended to read:

(a) The right to compensation for disability under this chapter is barred unless a claim for it is filed within two years after the employee has knowledge of the nature of the employee's disability and its relation to the employment and after disablement. However, the maximum time for filing the claim in any event other than arising out of an occupational disease shall be four years from the date of injury, and the right to compensation for death is barred unless a claim therefor is filed within one year after the death, except that if payment of compensation has been made without an award on account of the injury or death, a claim may be filed within two years after the date of the last payment of benefits under AS 23.30.180, 23.30.185, 23.30.190, 23.30.200, or 23.30.215. It is additionally provided that, in the case of latent defects pertinent to and causing compensable disability, the injured employee has full right to claim as shall be determined by the board, time limitations notwithstanding.

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* Sec. 20. AS 23.30.110(c) is repealed and reenacted to read:

(c) Before a hearing is scheduled, the party seeking a hearing shall file a request for a hearing together with an affidavit stating that the party has completed necessary discovery, obtained necessary evidence, and is prepared for the hearing. An opposing party shall have 10 days after the hearing request is filed to file a response. If a party opposes the hearing request, the board or a board designee shall within 30 days of the filing of the opposition conduct a pre-hearing conference and set a hearing date. If opposition is not filed, a hearing shall be scheduled no later than 60 days after the receipt of the hearing request. The board shall give each party at least 10 days' notice of the hearing, either personally or by certified mail. After a hearing has been scheduled, the parties may not stipulate to change the hearing date or to cancel, postpone, or continue the hearing, except for good cause as determined by the board. After completion of the hearing the board shall close the hearing record. If a settlement agreement is reached by the parties less than 14 days before the hearing, the parties shall appear at the time of the scheduled hearing to state the terms of the settlement agreement. Within 30 days after the hearing record closes, the board shall file its decision. If the employer controverts a claim on a board-prescribed controversion notice and the employee does not request a hearing within two years following the filing of the controversion notice, the claim is denied.

* Sec. 21. AS 23.30.120 is amended by adding a new subsection to read:

(c) The presumption of compensability established in (a) of this section does not apply to a mental injury resulting from work-related stress.

* Sec. 22. AS 23.30.125 is amended by adding a new subsection to read:

(f) Subject to an employer's or employee's burden of proof, a finding of fact made by the board as a part of a compensation order is conclusive unless the court specifically finds that a reasonable person could not have reached the conclusion made by the board.

* Sec. 23. AS 23.30.130(a) is amended to read:

(a) Upon its own initiative, or upon the application of any party in interest on the ground of a change in conditions, including, for the purposes of AS 23.30.175, a change in residence, or because of a mistake in its determination of a fact, the board may, before one year after the date of the last payment of compensation benefits under AS 23.30.180, 23.30.185, 23.30.190, 23.30.200, or 23.30.215, whether or not a compensation order has been issued, or before one year after the rejection of a claim, review a compensation case under [IN ACCORDANCE WITH] the procedure prescribed in respect of claims in AS 23.30.110. Under [IN ACCORDANCE WITH] AS 23.30.110 the board may issue a new compensation order which terminates, continues, reinstates, increases, or decreases the compensation, or award compensation.

* Sec. 24. AS 23.30.155(c) is amended to read:

(c) The insurer or adjuster [EMPLOYER] shall notify the board and the employee on a form prescribed by the board that the payment of compensation has begun or has been increased, decreased, suspended, terminated, resumed, or changed in type. An initial report shall be filed with the board and sent to the employee within 28 days after the date of issuing the first payment of compensation. If at any time 21 days or more pass and no compensation payment is issued, a report notifying the board and the employee of the termination or suspension of compensation shall be filed with the board and sent to the employee within 28 days after the date the last compensation payment was issued. A report shall also be filed with the board and sent to the

employee within 28 days after the date of issuing a payment increasing, decreasing, resuming, or changing the type of compensation paid. If the [EMPLOYER FAILS TO NOTIFY THE] board and the employee are not notified within the 28 days prescribed by this subsection for reporting, the insurer or adjuster [EMPLOYER] shall pay a civil penalty of \$100 for the first day plus \$10 for each day thereafter that the [EMPLOYER FAILED TO GIVE] notice was not given. Total penalties under this subsection [SECTION] may not exceed \$1,000 for a failure to file a required report. Penalties assessed under this subsection are eligible for reduction under (m) of this section. A penalty assessed under this subsection after penalties have been reduced under (m) of this section shall be increased by 25 percent and shall bear interest at the rate established under AS 45.45.010.

* Sec. 25. AS 23.30.155(d) is amended to read:

(d) If the employer controverts the right to compensation the employer shall file with the board and send to the employee a notice of controversion on or before the 21st day after the employer has knowledge of the alleged injury or death. If the employer controverts the right to compensation after payments have begun, the employer shall file with the board and send to the employee a notice of controversion within seven days after an installment of compensation payable without an award is due. When payment of temporary disability benefits is controverted solely on the grounds that another employer or another insurer of the same employer may be responsible for all or a portion of the benefits, the most recent employer or insurer who is party to the claim and who may be liable shall make the payment during the pendency of the dispute. When a final determination of liability is made, any reimbursement required, including interest at the statutory rate, and all costs and attorneys' fees incurred by the

prevailing employer, shall be made within 14 days of the determination.

* Sec. 26. AS 23.30.155(e) is amended to read:

(e) If any installment of compensation payable without an award is not paid within seven days after it becomes due, as provided in (b) of this section, there shall be added to the unpaid installment an amount equal to 25 [20] percent of it. This additional amount shall be paid at the same time as, and in addition to, the installment, unless notice is filed under (d) of this section or unless the nonpayment is excused by the board after a showing by the employer that owing to conditions over which the employer had no control the installment could not be paid within the period prescribed for the payment.

* Sec. 27. AS 23.30.155(f) is amended to read:

(f) If compensation payable under the terms of an award is not paid within 14 days after it becomes due, there shall be added to that unpaid compensation an amount equal to 25 [20] percent of it which shall be paid at the same time as, but in addition to, the compensation, unless review of the compensation order making the award is had as provided in AS 23.30.125 and an interlocutory injunction staying payments is allowed by the court.

* Sec. 28. AS 23.30.155(m) is repealed and reenacted to read:

(m) On or before March 1 of each year the insurer or adjuster shall file a verified annual report on a form prescribed by the board stating the total amount of all compensation by type, the number of claims received and the percentage controverted, medical, and related benefits, vocational rehabilitation expenses, legal fees, including a separate total for fees paid to attorneys and fees paid for the other costs of litigation, and penalties paid on all claims during the

preceding calendar year. If the annual report is timely and complete when received by the board and provides accurate information about each category of payments, the commissioner shall review the timeliness of the insurer's or adjuster's reports filed during the preceding year under (c) of this section. If during the preceding year the insurer or adjuster filed at least 99 percent of the reports on time, the penalties assessed under (c) of this section shall be waived. If during the preceding year the insurer or adjuster filed at least 97 percent of the reports on time, 75 percent of the penalties assessed under (c) of this section shall be waived. If during the preceding year the insurer or adjuster filed 95 percent of the reports on time, 50 percent of the penalties assessed under (c) of this section shall be waived. If during the preceding year the insurer's or adjuster's reports have not been filed on time at least 95 percent of the time, none of the penalties assessed under (c) of this section shall be waived. The penalties that are not waived are due and payable when the insurer or adjuster receives notification from the commissioner regarding the timeliness of the reports. If the annual report is not filed by March 1 of each year, the insurer or adjuster shall pay a civil penalty of \$100 for the first day the annual report is late, and \$10 for each additional day the report is late. If the annual report is incomplete when filed, the insurer or adjuster shall pay a civil penalty of \$1,000.

* Sec. 29. AS 23.30.155 is amended by adding new subsections to read:

(n) If the employer is self-insured or uninsured, the requirements of (c) and (m) of this section apply to the employer.

(o) The board shall promptly notify the division of insurance if the board determines that the employer's insurer has frivolously or unfairly controverted compensation due under this chapter. After

receiving notice from the board, the division of insurance shall determine if the insurer has committed an unfair claim settlement practice under AS 21.36.125.

* Sec. 30. AS 23.30.175 is repealed and reenacted to read:

Sec. 23.30.175. RATES OF COMPENSATION. (a) The weekly rate of compensation for disability or death may not exceed \$700 and initially may not be less than \$110. However, if the board determines that the employee's spendable weekly wages are less than \$110 a week as computed under AS 23.30.220, or less than \$154 a week in the case of an employee who has furnished documentary proof of the employer's wages, it shall issue an order adjusting the weekly rate of compensation to a rate equal to the employee's spendable weekly wages. If the employer can verify that the employee's spendable weekly wages are less than \$154, the employer may adjust the weekly rate of compensation to a rate equal to the employee's spendable weekly wages without an order of the board. If the employee's spendable weekly wages are greater than \$154, but 80 percent of the employee's spendable weekly wages is less than \$154, the employee's weekly rate of compensation shall be \$154. Prior payments made in excess of the adjusted rate shall be deducted from the unpaid compensation in the manner the board determines. In any case, the employer shall pay timely compensation.

(b) The following rules apply to benefits payable to recipients not residing in the state at the time compensation benefits are payable:

(1) the weekly rate of compensation shall be calculated by multiplying the recipient's weekly compensation rate calculated under AS 23.30.180, 23.30.185, 23.30.190, 23.30.200, or 23.30.215, by the ratio of the cost of living of the area in which the recipient resides to the cost of living in this state;

(2) the calculation required by (1) of this subsection does not apply if the recipient is absent from the state for medical or rehabilitation services not reasonably available in the state;

(3) if the gross weekly earnings of the recipient and the resulting compensation rate is determined under AS 23.30.220(a)(2), the calculation required by this subsection applies only to the portion of the recipient's weekly compensation rate attributable to wages earned in the state;

(4) application of this subsection may not reduce the weekly compensation rate to less than \$154 a week, except as provided in (a) of this section.

(c) The board shall provide by regulation for the determination and comparison of living costs for this state and the other areas in which recipients reside and for the annual redetermination and comparison of these costs.

* Sec. 31. AS 23.30.180 is amended to read:

Sec. 23.30.180. PERMANENT TOTAL DISABILITY. In case of total disability adjudged to be permanent 80 percent of the injured employee's spendable weekly wages shall be paid to the employee during the continuance of the total disability. If a permanent partial disability award has been made before a permanent total disability determination, permanent total disability benefits must be reduced by the amount of the permanent partial disability award, adjusted for inflation, in a manner determined by the board. Loss of both hands, or both arms, or both feet, or both legs, or both eyes, or of any two of them, in the absence of conclusive proof to the contrary, constitutes permanent total disability. In all other cases permanent total disability is determined in accordance with the facts. In making this determination the market for the employee's services shall be

- (1) area of residence;
- (2) area of last employment;
- (3) the state of residence; and
- (4) the State of Alaska.

* Sec. 32. AS 23.30.180 is amended by adding a new subsection to read:

(b) Failure to achieve remunerative employability as defined in AS 23.30.041(p) does not, by itself, constitute permanent total disability.

* Sec. 33. AS 23.30.185 is amended to read:

Sec. 23.30.185. COMPENSATION FOR TEMPORARY TOTAL DISABILITY. In case of disability total in character but temporary in quality, 80 percent of the injured employee's spendable weekly wages shall be paid to the employee during the continuance of the disability. Temporary total disability benefits may not be paid for any period of disability occurring after the date of medical stability.

* Sec. 34. AS 23.30.190 is repealed and reenacted to read:

Sec. 23.30.190. COMPENSATION FOR PERMANENT PARTIAL IMPAIRMENT.

(a) In case of impairment partial in character but permanent in quality, and not resulting in permanent total disability, the compensation is \$135,000 multiplied by the employee's percentage of permanent impairment of the whole person. The percentage of permanent impairment of the whole person is the percentage of impairment to the particular body part, system, or function converted to the percentage of impairment to the whole person as provided under (b) of this section. The compensation is payable in a single lump sum, except as otherwise provided in AS 23.30.041, but the compensation may not be discounted for any present value considerations.

(b) All determinations of the existence and degree of permanent impairment shall be made strictly and solely under the whole person

determination as set out in the American Medical Association Guides to the Evaluation of Permanent Impairment, except that an impairment rating may not be rounded to the next five percent. The board shall adopt a supplementary recognized schedule for injuries that cannot be rated by use of the American Medical Association Guides.

(c) The impairment rating determined under (a) of this section shall be reduced by a permanent impairment that existed before the compensable injury. If the combination of a prior impairment rating and a rating under (a) of this section would result in the employee being considered permanently totally disabled, the prior rating does not negate a finding of permanent total disability.

* Sec. 35. AS 23.30.200 is amended to read:

Sec. 23.30.200. TEMPORARY PARTIAL DISABILITY. In case of temporary partial disability resulting in decrease of earning capacity the compensation shall be 80 percent of the difference between the injured employee's spendable weekly wages before the injury and the wage-earning capacity of the employee after the injury in the same or another employment, to be paid during the continuance of the disability, but not to be paid for more than five years. Temporary partial disability benefits may not be paid for a period of disability occurring after the date of medical stability.

* Sec. 36. AS 23.30.200 is amended by adding a new subsection to read:

(b) The wage-earning capacity of an injured employee is determined by the actual spendable weekly wage of the employee if the actual spendable weekly wage fairly and reasonably represents the wage-earning capacity of the employee. The board may, in the interest of justice, fix the wage-earning capacity that is reasonable, having due regard to the nature of the injury, the degree of physical impairment, the usual employment, and other factors or circumstances in the

case that may affect the capacity of the employee to earn wages in a disabled condition, including the effect of disability as it may naturally extend into the future.

* Sec. 37. AS 23.30.220(a) is amended to read:

(a) The spendable weekly wage of an injured employee at the time of an injury is the basis for computing compensation. It is the employee's gross weekly earnings minus payroll tax deductions. The gross weekly earnings shall be calculated as follows:

(1) The gross weekly earnings are computed by dividing by 100 the gross earnings of the employee in the two calendar years immediately preceding the injury.

(2) If the employee was absent from the labor market for 18 months or more of the two calendar years preceding the injury [THE BOARD DETERMINES THAT THE GROSS WEEKLY EARNINGS AT THE TIME OF THE INJURY CANNOT BE FAIRLY CALCULATED UNDER (1) OF THIS SUBSECTION], the board shall [MAY] determine the employee's gross weekly earnings for calculating compensation by considering the nature of the employee's work and work history, but compensation may not exceed the employee's gross weekly earnings at the time of injury.

(3) If an employee when injured is a minor, an apprentice, or a trainee in a formal training program, as determined by the board, whose wages under normal conditions would increase during the period of disability, the projected increase may be considered by the board in computing the gross weekly earnings of the employee.

(4) If the employee is injured while performing duties as a volunteer ambulance attendant, policeman, or fireman, the gross weekly earnings for calculating compensation shall be the minimum gross weekly earnings paid a full-time ambulance attendant, policeman, or fireman employed in the political subdivision where the injury

occurred, or, if the political subdivision has no full-time ambulance attendants, policemen, or firemen, at a reasonable figure previously set by the political subdivision to make this determination but in no case may the gross weekly earnings for calculating compensation be less than the minimum wage computed on the basis of 40 hours work per week.

* Sec. 38. AS 23.30.225 is amended by adding a new subsection to read:

(c) If employer contributions to a qualified pension or profit sharing plan have been included in the determination of gross earnings and the employee is receiving pension or profit sharing payments, weekly compensation benefits payable under this chapter shall be reduced by the amount paid or payable to the injured worker under the plan for any week or weeks during which compensation benefits are also payable. The amount of the reduction may not in any week exceed the increase in weekly compensation benefits brought about by the inclusion of employer contributions to a qualified pension or profit sharing plan in the determination of gross earnings.

* Sec. 39. AS 23.30.244 is amended to read:

Sec. 23.30.244. CIVIL DEFENSE AND DISASTER RELIEF FORCES AS STATE EMPLOYEES. A resident of Alaska temporarily engaged in a civil defense or disaster relief function in another state or country under [THE PROVISION OF] AS 26.23.130 or as a volunteer in this state is considered an employee of the state for purposes of this chapter.

* Sec. 40. AS 23.30 is amended by adding a new section to read:

Sec. 23.30.247. DISCRIMINATION PROHIBITED. (a) An employer may not discriminate in hiring, promotion, or retention policies or practices against an employee who has in good faith filed a claim for or received benefits under this chapter. An employer who violates this section is liable to the employee for damages to be assessed by the

court in a private civil action.

(b) This section may not be construed to prevent an employer from basing hiring, promotion, or retention policies or practices on considerations of the employee's safety practices or the employee's physical and mental abilities; nor may this section be construed so as to create employment rights not otherwise in existence.

(c) This section may not be construed to prohibit an employer from requiring a prospective employee to fill out a preemployment questionnaire or application regarding the person's prior health or disability history as long as it is meant to either document written notice for second injury fund reimbursement under AS 23.30.205(c) or to determine whether the employee has the physical or mental capacity to meet the documented physical or mental demands of the work.

* Sec. 41. AS 23.30.265(15) is amended to read:

(15) "gross earnings" means periodic payments, by an employer to an employee for employment before any authorized or lawfully required deduction or withholding of money by the employer, including compensation that is deferred at the option of the employee, and excluding irregular bonuses, reimbursement of expenses, expense allowances, and any benefit or payment to the employee that is not fully taxable to the employee during the pay period, except that the total amount of contributions made by an employer to a qualified pension or profit sharing plan during the two plan years preceding the injury, multiplied by the percentage of the employee's vested interest in the plan at the time of injury, shall be included in the determination of gross earnings; the value of room and board if taxable to the employee may be considered in determining gross earnings; however, the value of room and board that would raise an employee's gross weekly earning above the state (ALASKA) average weekly wage at the time of injury may

not be considered;

* Sec. 42. AS 23.30.265(17) is amended to read:

(17) "injury" means accidental injury or death arising out of and in the course of employment, and an occupational disease or infection which arises naturally out of the employment or which naturally or unavoidably results from an accidental injury; "injury" [, AND] includes breakage or damage to eyeglasses, hearing aids, dentures, or any prosthetic devices which function as part of the body and further includes an injury caused by the wilful act of a third person directed against an employee because of the employment; "injury" does not include mental injury caused by mental stress unless it is established that (A) the work stress was extraordinary and unusual in comparison to pressures and tensions experienced by individuals in a comparable work environment, and (B) the work stress was the predominant cause of the mental injury; the amount of work stress shall be measured by actual events; a mental injury is not considered to arise out of and in the course of employment if it results from a disciplinary action, work evaluation, job transfer, layoff, demotion, termination or similar action, taken in good faith by the employer;

* Sec. 43. AS 23.30.265 is amended by adding a new paragraph to read:

(34) "medical stability" means the date after which further objectively measurable improvement from the effects of the compensable injury is not reasonably expected to result from additional medical care or treatment, notwithstanding the possible need for additional medical care or the possibility of improvement or deterioration resulting from the passage of time; medical stability shall be presumed in the absence of objectively measurable improvement for a period of 45 days; this presumption may be rebutted by clear and convincing evidence.