

DAILY ROLL CALL

BUSINESS & LABOR

COMMITTEE

50th LEGISLATIVE SESSION -- 1987

Date JANUARY 7, 1987

NAME	PRESENT	ABSENT	EXCUSED
REP. LES KITSELMAN, CHAIRMAN	✓		
REP. FRED THOMAS, VICE-CHAIRMAN	✓		
REP. BOB BACHINI	✓		
REP. RAY BRANDEWIE	✓		
REP. JAN BROWN	✓		
REP. BEN COHEN	✓		
REP. JERRY DRISCOLL	✓		
REP. WILLIAM GLASER	✓		
REP. LARRY GRINDE	✓		
REP. STELLA JEAN HANSEN	✓		
REP. TOM JONES	✓		
REP. LLOYD MCCORMICK	✓		
REP. GERALD NISBET	✓		
REP. BOB PAVLOVICH	✓		
REP. BRUCE SIMON	✓		
REP. CLYDE SMITH	✓		
REP. CHARLES SWYSGOOD	✓		
REP. NORM WALLIN	✓		

MINUTES OF THE MEETING  
BUSINESS AND LABOR COMMITTEE  
50TH LEGISLATIVE SESSION

The meeting of the Business and Labor Committee was called to order by Chairman Les Kitselman on January 7, 1987 at 8:00 a.m. in Room 312-F of the State Capitol.

ROLL CALL: All members were present.

HOUSE BILL NO. 41 - Create Mature Defensive Driving Act: Reduce Premium Rates Over Age 55, introduced by Representative Cal Winslow. Representative Winslow stated that HB 41 provides for discounts on insurance rates for those over 55 years of age that have successfully completed a traffic safety driving course, and states that the insurance company shall offer a discount for people completing the course, and recomplete the course on a three-year basis.

PROPOSERS

Bill Elliott, Training Officer, Highway Traffic Safety Division, Department of Justice. Mr. Elliott stated that the Highway Traffic Safety Division is willing to administer the portion of the bill that regulates the course. He said some courses are in place, such as the 55-Alive course and the Defensive Driving Course, which are both appropriate, so no fiscal note of any size would exist, and the only expense would be the writing of rules to regulate these courses.

Lois C. Shorey, State Coordinator for American Association of Retired Persons in the 55-Alive Mature Driving Program, Billings. Mrs. Shorey stated that she is speaking on behalf of all the senior drivers in the state which constitute 24% of the drivers. She stated this bill would require that any insurance company in Montana would grant a suitable discount to the older citizen who has taken the driving training course, and that many insurance companies now grant a discount to the senior driver which is built into their rates, but many companies are not writing policies for the older driver, and even cancelling their coverage. The senior citizens are requesting the same discount now granted to young drivers who take a drivers' education course. See Exhibit No. 1.

Colonel R. W. Landon, Montana Highway Patrol. Mrs. Shorey presented Colonel Landon's testimony in his absence. Mr. Landon's testimony stated that the senior drivers needed to drive in Montana because of the lack of public transportation. He stated that the older driver needed to attend a

course to learn how to cope with change, and it would benefit all Montanans by giving a financial incentive to the seniors to attend a safety driving training course. See Exhibit No. 2.

Tom Ryan, Golden Nugget Chapter, MSCA. Mrs. Shorey also presented Mr. Ryan's testimony in his absence. Mr. Ryan's testimony stated that the senior citizens believe that this bill is an opportunity and an incentive to become safer drivers, that it brings an opportunity for the state to improve the overall average driving performances of state drivers; offers seniors the opportunity to use their own resources to improve their own economic well being at no cost to the government, and that passage of this legislation would be the first step in mandating insurance coverage at reduced rates to them. See Exhibit No. 3.

Ladd Shorey, Area Field Coordinator, AARP, Billings. Mr. Shorey stated that with increased longevity for the elderly in the nation, the older population of Montana is expected to grow. He said that the older need to be kept abreast of changes, and they indicate a willingness to learn and to apply updated driving knowledge and skills by participating in the driver education courses. He felt that methods are needed for identifying incompetent drivers without penalizing others. See Exhibit No. 4.

Edward C. Buller, Assistant State Coordinator for Montana AARP, 55-Alive Mature Driving, Great Falls. He stated the group recommends the bill so older people that have taken the Traffic Safety Course could receive an insurance premium discount. He reviewed some of the items that the 55-Alive safety driving course offers. See Exhibit No. 5.

Joe Upshaw, AARP, Helena. He feels that this bill would provide an incentive to senior citizens to retain and improve their driving skills, and makes insured driving more affordable and available to those persons so that they can continue driving. He feels that the overall safety of the highways has improved since the start of the safe driving programs such as 55-Alive, and these people should be rewarded in making the highways safer.

Diane Sands, Executive Director, Women's Lobbyist Fund. The Women's Lobbyist Fund supports the underlying concept of HB 41 to base rates on a multiplicity of factors. This bill moves insurance rating closer to a system where an individual pays according to factors directly affecting the risk of an accident, such as passing a traffic safety course. They urge the committee to extend this benefit to all age categories. It is their belief that using mileage as the primary

factor in establishing auto insurance rates is the only true measure of risk. See Exhibit No. 6.

Louise Salo, representing the Governor's Advisory Council on Aging. The Council supports this bill, and suggested an amendment to broaden the bill to include all ages.

Tanya Ask, Montana Insurance Department, State Auditor's Office. She stated that on behalf of the Insurance Commissioner, the Insurance Department wishes to go on record as supporting this bill.

Wade Wilkinson, State Executive Director for Low Income Senior Citizen Advocates. Mr. Wilkinson stated that the group wishes to endorse this bill.

#### OPPONENTS

Randy Gray, Lobbyist, State Farm Insurance Company and National Association of Independent Insurers. Mr. Gray testified that the insurance industry is not opposed to safety driving programs, but are opposed to legislatively mandated rate reductions. He stated that the rating process is complex with a number of factors; the primary factors being that most accurately predict what the risk of loss is expected to be for any particular category of people. He further stressed that anytime the legislature or any administrative body steps into the insurance rating process and attempts to set the premiums by mandating an insurance reduction for a category of people, the response is an increase of rates for other people. He stated that most insurance companies have rate reductions for people over 50. He also was concerned about who was going to offer the safety driving courses, and said the insurance industry suggests that the courses be offered by the National Safety Council or by any other approved governmental agency, such as the Department of Justice, Safety Traffic Division. He also suggested an amendment that would allow the industry to take into account the statistical information that develops over a course of time to find out whether losses do go down because of people taking the courses, and base the premium reduction on that information. Other concerns he had were the cost for taking the course, what the cost would be to the state, and that the provision included that if a discount would be allowed, the course would have to be taken every two years.

Glen Drake, American Insurance Association. He stated that this bill focuses on the wrong target, and the speakers have focused on the fact that safety driving courses are needed and beneficial, but the bill focuses on an insurance reduction, which really is an imaginary thing. He pointed out

that many companies give reduction rates for having taken a safe driving course, and the bill was not necessary.

There being no further discussion by proponents or opponents, the Chairman asked for questions by the committee.

#### QUESTIONS

Representative Swysgood asked Mr. Gray how many people would have to be part of this program and how much time would lapse before they would see a decrease in rates. Mr. Gray responded that those questions were actuarial questions which he could not answer, but felt that some time would need to lapse before insurance companies could really determine the information they would need to gather to determine what the rates should be.

Representative Swysgood further questioned regarding the reference made to the program for 16 year olds if these rates were mandatory or discretionary. Mr. Gray responded these rates were discretionary, and found that the insurance companies have been using the premium reduction incentive for young drivers who take the driver education courses because they found it makes a difference in the loss experience of young drivers.

Representative Simon asked if the insurance companies are gathering data on older citizens that are taking this type of course. Mr. Gray responded that they have information on loss experience based on age, and found that based on age alone, regardless of miles driven, the insurance companies are finding that people who are 55 and older, driving the same number of miles as younger people, have a lower claims experience.

Representative Simon asked Mr. Gray what his objection was since the bill states an appropriate discount, the insurance company could set any rate they wanted. Mr. Gray stated that that was why he suggested the language of "actuarially justified", because that leaves it to the loss experience of each company.

There were other questions directed to Mr. and Mrs. Shorey regarding the safety driving course.

#### CLOSING

In his closing statement, Representative Winslow stated that safety was the big factor, and felt that if the bill saved lives, it would save money. He said the bill does not pertain to the insurance companies that are already providing discounts for seniors; the bill is stating that for

those participating in a safety driving program they are recognized with an appropriate premium reduction. He further stated that this bill does not mandate the actual premium reduction, it is requesting that the insurance company participate by recognizing the people who participate in a program to become better drivers, and not those who are involved in accidents or convicted of a traffic violation.

There being no further discussion by proponents or opponents, the hearing on HB 41 was closed.

HOUSE BILL NO. 30 - Responsibilities of Beer Wholesaler introduced by Representative Les Kitselman. Representative Kitselman stated that the bill prohibits the transfer of beer between licensed premises.

#### PROPONENTS

Bill Watkins, General Salesmanager with Zip Beverage, and Vice-President of Beer and Wine Wholesalers, Missoula. He stated that the state law enacted in 1974 requires each brewery licensed to operate in Montana to appoint its wholesalers with the sole rights to distribute some or all of its brands of beer in a designated territory. Without the territorial franchise, quality control is impossible is impossible, he said, also the territorial responsibility system serves the public, but we need House Bill No. 30 to continue to provide a quality product to consumers. See Exhibit No. 1.

Don Brokopp, Intermountain Distributing, Billings. Mr. Brokopp gave a history of the 3-tier system in Montana of the beer industry. He felt that HB 30 will clarify the present law.

Ardelle Watkins, Gusto Distributors of Havre. Ms. Watkins stated that if legislators do not clarify the 1985 interpretation by the Department of Revenue, the wholesalers feel tht it will affect their territorial rights and eventually many of them will go out of business. See Exhibit No. 2.

Chuck Lee, Lee Distributing Company, Kalispell and Libby. Mr. Lee stated that his company serves 318 retailers in Flathead and Lincoln Counties, and they call on most of them at least once a week, and the rest on a bi-weekly or on call. He also included with his testimony a copy of their order form that the salesman uses which shows how they can offer the imported beers and other low-volume brands to each account as well as their main brands. See Exhibit No. 3 and 4.

Jim Thompson, Thompson Distributing Company, Butte. He addressed the first section of HB 30 which amends the present law which bans a bar or other retailer from buying beer from another retailer. Under the Department of Revenue guidelines, they said it would be legal for a large retailer to trans-ship the beer within the state. The distributors would like to extend the law to include the larger chain outlets, because according to the contracts, the distributor is responsible for the products within their area. See Exhibit No. 5.

Roger Tippy, Executive Secretary and Attorney, Montana Beer and Wine Wholesalers Association, Helena. Mr. Tippy stated that the testimonies of the beer wholesalers is an expression of concern for the future of their businesses. He stated that if the bill were passed, they could continue to operate, but if the bill should fail and the present Department of Revenue interpretation would prevail, it would cause loss of jobs. He also suggested inserting a severability clause in the bill. He also introduced several other wholesalers that support the bill: Jack Devine, Great Falls, John Decker and Bill Decker, Billings, Bruce Watkins, Great Falls, and George Ellington, Conrad. See Exhibit No. 6.

Steve Browning, Amheuser-Bush Industries, Helena. Mr. Browning stated that Amheuser is a strong proponent for the three-tier system of breweries, wholesalers, and retailers. They feel it is important for the quality and distribution of the product that they maintain the three-tier system.

#### OPPONENTS

None.

There being no further discussion by proponents or opponents Vice Chairman Thomas asked for questions by the committee.

#### QUESTIONS

Representative Pavlovich asked Mr. Tippy if a tavern could borrow beer from another tavern if they run out, and Mr. Tippy responded that the existing code at the present time states that technically it can't be done; the code states purchase or acquire.

Representative Pavlovich also asked if a wholesaler could refuse to sell to a person during a strike situation or a personality conflict. Mr. Tippy responded that by the last interpretation by the Department of Revenue, the wholesaler is under no obligation to sell to anyone, and that section 4 addresses that problem by stating that if a retailer has

good credit standing, a wholesaler in that territory can't refuse to sell to that retailer.

Representative Pavlovich further questioned regarding a strike situation, if the tavern is required to buy from the wholesaler in his community and cannot go anywhere else to buy. Mr. Tippy responded that the bill would prevent buying from anyone else. Also in response to Representative Pavlovich's question regarding whether a distributor was allowed to sell another brand of beer in Montana and the wholesalers in Montana did not want to accept that brand of beer. Mr. Tippy responded that anyone who qualifies and has a wholesaling license can start up a new business.

Other questions were asked regarding imported beer, distributorship, and the questions listed in Mr. Tippy's testimony.

#### CLOSING

Representative Kitselman stated in his closing statement that currently there are approximately 600 employees in this distribution center, and with this legislation, it will help preserve these jobs, at least for the next biennium. He stated that there were differences in the retailers including personality conflicts, but there are mechanisms by which an individual can get the products they want.

EXECUTIVE ACTION - January 7, 1987 - 11:00 a.m.

#### ACTION ON HOUSE BILL NO. 41

Representative Cohen moved that House Bill No. 41 DO PASS.

A substitute motion that House Bill 41 DO NOT PASS was made by Representative Wallin.

Representative Brandewie moved to amend House Bill No. 41 as follows: on page 1, line 22, strike "appropriate" and replace with "actuarially justified". The motion carried unanimously.

Representative Pavlovich moved to further amend the bill as follows: on page 2, line 5 and line 25, instead of "3 years" insert "2 years". The motion carried with Representative Cohen voting against.

Representative Wallin moved that House Bill No. 41 DO NOT PASS AS AMENDED. The motion failed.

Representative Thomas moved to amend House Bill No. 41 to make it apply to all ages instead of limiting it to 55 years and older. The motion failed.

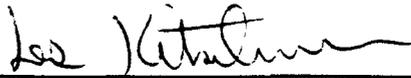
The motion by Representative Cohen that House Bill No. 41 DO PASS AS AMENDED was voted on. The motion carried with Representatives Thomas, Wallin and Grinde voting against.

ACTION ON HOUSE BILL NO. 30

No action taken.

ADJOURNMENT

The meeting adjourned at 11:30 a.m.

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Rep. Les Kitselman, Chairman

# STANDING COMMITTEE REPORT

JANUARY 7

19 87

Mr. Speaker: We, the committee on BUSINESS AND LABOR

report HOUSE BILL NO. 41

do pass  
 do not pass

be concurred in  
 be not concurred in

as amended  
 statement of intent attached

REP. LES KITSELNAN

Chairman

**CREATE MATURE DEFENSIVE DRIVING ACT: REDUCE PREMIUM RATES OVER AGE 55**

**AMENDMENTS AS FOLLOWS:**

1) Page 1, line 9

Following: "A"

Strike: "3-YEAR"

Insert: "2-YEAR"

2) Page 1, line 22

Following: "an"

Strike: "appropriate"

Insert: "actuarially justified"

3) Page 2, line 5

Following: "3"

Strike: "3-YEAR"

Insert: "2-YEAR"

4) Page 2, line 25

Following: "every"

Strike: "3"

Insert: "2"

*JH*  
FIRST

reading copy ( WHITE )  
color

WITNESS STATEMENT

F.1.  
1/7/88  
41

NAME Lars Skovoy BILL NO. <sup>H.B.</sup> 41  
 ADDRESS 2115 Dahlia Lane Billings mt DATE 1-7-1988  
 WHOM DO YOU REPRESENT? ALRP - Area II  
 SUPPORT  OPPOSE \_\_\_\_\_ AMEND \_\_\_\_\_

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

*Written statement attached*

January 7, 1987

HB 41 MATURE DRIVING BILL

Business and Labor Committee  
Chairman - Rep. Les Kitselman  
Sponsor - Rep. Cal Winslow  
Co-Sponsor - Sen. Dorothy Eck

My name is Lois C. Shorey and I live at 2115 Dahlia Lane, Billings, Montana. I am an unpaid full time volunteer in the senior movement. At present I am the State Coordinator for the American Association of Retired Persons in the 55/ALIVE Mature Driving Program. I have been involved in Legacy Legislature since it's inception, and serve as an Information and Referral Technician for the State Unit on Aging in an unpaid basis. Today, I speak in behalf of all the seniors in Montana who are still driving their cars and remaining independent as long as physically possible.

Seniors now constitute 24% of the drivers and the number is growing because of demographics and the graying of the population. There are many driving courses in the nation but ours is the only one geared to the elderly driver. Driver retraining for the senior takes into consideration, the normal related physical changes due to aging, and the advances in educational material which enables them to compensate for old age changes. The course touches on physical changes, characteristics and accident experiences of the older driver, common hazards encountered, rules of the road, some freeway driving, effects of alcohol and medication, adverse driving conditions, defensive driving, and many other issues. A law similar to this bill is in effect in 20 other states and Washington D. C. The latest state to pass such a law was California. 55/ALIVE helped to bring the needs of the older driver to public recognition and served as a basis for legislation to attain insurance discounts on auto premiums for graduates of the retraining classes. The course we offer has been subjected to stringent evaluations by many organizations and in particular by the United States Dept. of Transportation. The material is taught by certified volunteer instructors, keeping the cost to a minimum and affordable to all seniors.

Most of the seniors learned to drive forty to fifty years ago and have had no formal instruction. The purpose of this bill is to give seniors a small economic incentive to come to the classes for the purpose of being better older drivers.

In the past, older drivers did not receive attention because there were not enough of them and the transportation system was less complex. While the current concern is most sobering, it is a healthy sign that we are interested. It is time we recognize that all of us can do things to lessen some of the problems of the elderly driver and make the roads safer for drivers of all ages. The system we have now was designed for younger drivers with faster perception ability, but with the greater number of seniors driving, more attention must be paid to them. The myth that older people cannot learn has been dispelled by research. They can still learn if relatively healthy and if motivated. In our huge state and with the lack of public transportation, it is imperative that our older citizens remain independent and able to drive as long as possible.

This bill would require that any insurance company doing business in the State of Montana would grant a suitable discount to any older citizen who takes the driver training course. Many insurance companies now grant a discount to seniors that is built into their rates. By the same token, many companies are not even writing policies for the older driver, or cancelling their coverage because of age. We are requesting the same discount now granted to 16 year old drivers who take a driver education course. Many direct writers of insurance are now capturing the older market with good results. We would like this business to remain in Montana, keeping insurance dollars and insurance jobs in the state.

If we can retrain the older driver by granting a small economic incentive, everyone wins. The senior remains independent and driving, the company has fewer claims, the accident statistics go down, many serious injuries avoided and lives would be saved.

There would be no fiscal impact on this bill.

Thank you.

WITNESS STATEMENT

# 2  
DATE 1/7/37  
R. 41

NAME Col. R.W. Landon BILL NO. 41

ADDRESS Montana Highway Patrol DATE 1-7-37

WHOM DO YOU REPRESENT? \_\_\_\_\_

SUPPORT X OPPOSE \_\_\_\_\_ AMEND \_\_\_\_\_

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments: Senior drivers need to drive in Montana because of the lack of public transportation.

As we grow older we need to re-examine our "driving attitudes" and learn how to compensate for the normal losses accompanying aging.

Anytime society can get the senior driver in the class room to learn how to cope with change it will save many people from being involved in collisions.

In my opinion, by giving a financial incentive to seniors to attend driver training classes will benefit all Montanans.

Thank you

2. We believe this bill is an opportunity  
and an incentive to business to do

3. We believe it brings an opportunity for  
the state to improve the annual  
average declining performance of state  
business

3. This bill offers business the  
opportunity to use their more  
limited resources to improve their  
own economic well-being at no  
cost to the government.

4. We believe that passage of this  
legislation from this committee  
will be a first step in mandating  
business coverage at reduced rates.

In the long run, should this  
bill become law it will  
prove profitable to those  
who may subject to its passage.

We appreciate your making our  
opinions on it BHI and encourage  
a year later after consideration

#4  
11/2/83  
41

Demographics: In Montana there are 131,000 persons over the age of 60. With increased longevity for the elderly of our nation, the elder population of Montana is expected to continue to grow steadily. During the years 1980-1984, our population aged 60 plus realized a 9.8 percent increase. The latest census data indicate that this same age group of 60 plus constitutes 15.9 percent of Montana's total population and 24 percent of the total number of drivers.

Various national safety surveys point out that a significant segment of the population is not having its needs met. Driver improvement programs of a generic nature do not meet the criteria. The alternatives for older persons are reliance on relatives and friends, public transportation, or vehicles for hire. All of these fall far short of accomplishing the goal of independence and mobility for nearly one-fourth of our population. A retraining program is not the end of driver education; it is the beginning.

Motivation: Studies indicate that while older people are less motivated than younger people to take on a learning task, they will learn what is meaningful to them (from Calhoun & Gaunard, 1979). Other researchers (Davis, 1981) defined meaningfulness for older learners to be that which is concrete and oriented to reality. To be moved to voluntarily attend driver training or retraining, older drivers must be convinced it has value for them, (i.e. an economic incentive.)

Informational and Educational Needs: Older drivers need to be kept abreast of changes and new developments in highway design, environmental controls, laws and regulations, and vehicle design. Up to now, elder-driver improvement activities have been developed more from a punitive point of view: restrict the elderly rather than help them to improve their performance.

Summary: (Quotes from "Needs and Problems of Older Drivers. 1985).

Older drivers appear to be a sufficiently educable and receptive audience for more tangible coping mechanisms. They indicated a willingness to learn and to apply updated driving knowledge and skills. For example, elder drivers would be willing to

participate in classroom driver education and in-car driver training courses as well as to try innovations in automobile design.

Older drivers are well enough off to afford the initial purchase of an automobile. However, they are concerned with automobile insurance claims and premiums. Professionals working in this and other fields should be trained in understanding and serving the special needs and problems of older drivers.

The majority of older drivers (78 percent) think the national maximum speed limit of 55 MPH is just right. However, in view of their higher vulnerability to injury and protracted recovery from it, it is unfortunate that a larger percentage of older drivers do not always wear their seatbelts.

Although many elder drivers said that they would no longer wish to be able to drive at about age 80, elder drivers also said that no specific age requirements should be applied for driver licensing renewal through reexamination.

Methods are needed for identifying incompetent drivers, without unduly penalizing others.

Ref: Ladd S. Shorey, Area Field Coordinator, AARP, 2115 Dahlia Lane, Billings, Mt.

WITNESS STATEMENT

#5  
1/7/87  
41

NAME EDWARD C. BULLER BILL NO. H.B. 41

ADDRESS 1118 - 2nd ave So #4 DATE 1-7-87

WHOM DO YOU REPRESENT? AARP 55% ALIVE MATURE DR

SUPPORT ~~YES~~ OPPOSE \_\_\_\_\_ AMEND \_\_\_\_\_

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:



My name is Edward C. Buller, Ph. 761-0591, 1110 2nd Ave. So. # 4,  
Great Falls, Mt. 59405

I'm Asst. State Coordinator, for Montana AARP 55/Alive Mature  
Driving.

We recommend to pass H.B.41, to give older people insurance  
discount, when they take Traffic Safety Course.

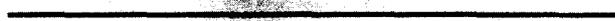
Research indicates that older persons can improve their driving  
abilities through additional training, attention, and practice,  
enabling them to maintain their driving licenses longer while  
driving safer.

If these people spend time and money to take a safety course to  
be better drivers, there should be a reduced insurance rate  
for these people.

THE COURSE GIVES----- Accident prevention measures and the effect  
of adverse driving conditions such as night, inclement weather  
and rush hour driving are considered. Discussion of other road  
users spotlights pedestrians, bicycles, trucks, motorcycles, towed  
vehicles, and stray animals. Proper techniques for handling  
unexpected driving emergencies are reviewed. Fuel economy measures  
are recommended. The proper way to maintain your automobile  
is discussed.

These are just a few items that are given in the course.

Please mail this card to  
the volunteer listed below:



EDWARD C. BULLER  
PHON: 761-0591  
1110 - 2nd AVE. SO. # 4  
GREAT FALLS, MT. 59405



or to:

**55 ALIVE/MATURE DRIVING**  
AARP  
Program Department  
1909 K Street, N.W.  
Washington, DC 20049



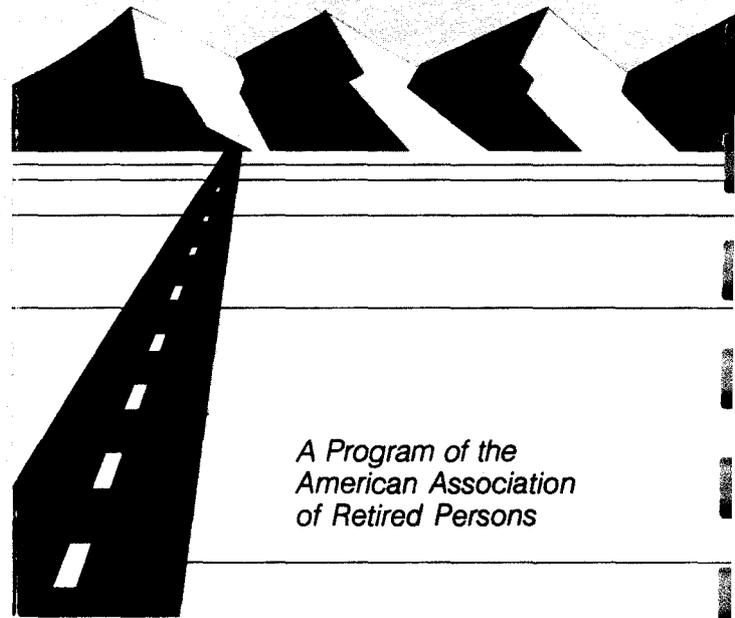
# Mature Driving

*A Unique Program  
for Older Drivers*



American Association  
of Retired Persons

PF2615(984)



*A Program of the  
American Association  
of Retired Persons*

## Can You Answer These?

How does the aging process affect your driving ability?

What is the recommended way to determine safe following distance?  
(Hint: It's not the car-length formula)

Which drugs and medications could cause problems for you behind the wheel?

What are the recommended ways to help you see and be seen on the road?

When are you expected to yield the right-of-way?

How can you best respond to adverse driving conditions, such as snow, ice, rain, fog and dark of night?

Where are the danger spots on a parking lot?

At what temperature is an icy road most slippery?

How can you compensate for blind spots in your own and others' vehicles?

What are the recommended ways to compensate for hearing loss when driving? (1/3 of drivers 55 and older experience this.)

How does the narrowing peripheral vision and declining depth perception that we all acquire with age affect situations in the driving environment?

What driving situations are most endangered by the slowed reaction times that accompany aging?

What are the safety rules for making a left turn?  
(The second most common violation of older drivers).

Why do drivers aged 55 and over have more accidents per mile driven than drivers aged 30 to 54?

How should you handle right-of-way situations, the number one problem area for drivers aged 55 and over?

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## **55 ALIVE** **Mature Driving Can!**

## **55 ALIVE** **Mature Driving is:**

Eight hours of classroom instruction that refine existing skills and develop safe, defensive driving techniques. Produced by the American Association of Retired Persons (AARP) and conducted throughout the country in two half-day sessions, 55 ALIVE teaches preventive measures to use when driving that save lives. We believe strongly in the individual and community benefits that come from this course.

### **We Are:**

A nationwide network of trained volunteer Instructors, numbering in the thousands, who are concerned about safety on the road. AARP provides the program and its materials, we provide the instruction. It's an opportunity for us to help our peers handle adverse driving conditions and traffic hazards, in addition to learning about the effects of aging and medications on driving. So there is more to it than just the rules of the road, although they're covered as well.

### **Are You Interested?**

If you're 50 or older and want to take the course, fill in the spaces below and return this to either the volunteer listed on the back panel of this brochure, or to AARP 55 ALIVE/MATURE DRIVING, 1909 K St., N.W., Washington, DC 20049. We'll let you know when the next course is available.

### **I am interested in participating in a 55 Alive/Mature Driving Course.**

Please print

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

County \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

# WOMEN'S LOBBYIST FUND

Box 1099  
Helena, MT 59624  
449 7917



EX-10711 #6  
1/7/87  
41

January 7, 1987

Mr. Chairman and members of the committee:

My name is Diane Sands and I am Executive Director of the Women's Lobbyist Fund.

The Women's Lobbyist Fund supports the underlying concept of HB41 to base rates on a multiplicity of factors. By allowing for a reduction in premiums for the successful completion of a traffic safety program, HB41 moves insurance rating one step closer to a system where an individual pays according to factors that directly affect the risk of an accident. Passing a traffic safety course is one such example.

Unfortunately, HB41 offers this reduction only to a limited number of Montanans. Why not give all Montanans the opportunity to be charged according to the decisions they make regarding their level of risk? Why not reward everyone who chooses to make themselves safer drivers by attending classes or driving less? We urge the committee to extend this benefit to all age categories.

Furthermore, we would like to suggest to the committee that age is not the factor here. In fact, age is a stand-in for mileage driven. Mileage driven by seniors decreases significantly between the ages of 40 and 50, and even more so at the age of 65. It is our belief that using mileage as the primary factor in establishing auto insurance rates is the only true measure of risk.

WITNESS STATEMENT

EXHIBIT #1  
DATE 1/7/87  
HB 30

NAME Bill Watkins BILL NO. 30  
ADDRESS 1200 Shakespeare, Missoula, Montana 59801 DATE 1-07-87  
WHOM DO YOU REPRESENT? Montana Beer & Wine Wholesalers Assn.  
SUPPORT X OPPOSE \_\_\_\_\_ AMEND \_\_\_\_\_

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

1. A state law enacted in 1974 (code sections 16-3-221 and 16-3-222, see Exhibit A on the back of this statement) requires each brewery licensed to operate in Montana to appoint its wholesalers with the sole rights to distribute some or all of its brands of beer in a designated territory.
2. My company, Zip Beverage, holds such appointments from several breweries or importers for all or parts of six counties in the Missoula area. Our Anheuser-Busch, Inc. equity agreement (see Exhibit B attached to this statement) makes us responsible for distributing the Budweiser and Michelob beer brands in all of Missoula, Ravalli, Mineral, Sanders, and parts of Lake and Powell counties. By virtue of the law I mentioned, all beer wholesalers in Montana hold similar territorial appointments for their beer brands. There is no such law for the wines we carry.
3. Beer is a perishable product. The breweries code the date a can of beer is filled on the bottom in order that its shelf life can be determined. The wholesaler, in turn, is required to look at the code and see that that can is off each retailer's shelf within 90 to 110 days after the fill date. If we don't pull the old beer the consumer and the brand's reputation is harmed. Without the territorial franchise, quality control is impossible. The territorial responsibility system serves the public, but we need House Bill 30 to continue to provide quality beer to satisfied consumers.

- (a) sell a deliver beer to;
- (i) a vendor;
- (ii) any licensee who are entitled to purchase beer from a brewer under this code; or
- (iii) the public; or
- (b) provide, without charge, its own products for consumption on licensed premises; or
- (c) do any one or more of such acts of sale and delivery of beer.
- (2) No additional license fee may be imposed on a brewery providing without charge, its own products on its licensed premises for consumption at the premises.

*History:* En. Sec. 13, Ch. 106, L. 1933; *amd.* Sec. 4, Ch. 46, Ex. L. 1933; *re-en.* Sec. 2815, R.C.M. 1935; *amd.* Sec. 4, Ch. 166, L. 1951; *amd.* Sec. 1, Ch. 135, L. 1959; *amd.* Sec. 1, Ch. 296, L. 1969; *amd.* Sec. 1, Ch. 421, L. 1971; Sec. 4-317, R.C.M. 1947; *amd.* and *redes.* 4-3-206; by Sec. 53, Ch. 387, L. 1975; R.C.M. 1947, 4-3-206; *amd.* Sec. 2, Ch. 149, L. 1985.

**Compiler's Comments**

1985 Amendment: Inserted (1)(b) and (2).

**16-3-215 through 16-3-220 reserved.**

**16-3-221. Illegal acts by brewers or beer importers.** It is unlawful for any brewer or beer importer or any officer, agent, or representative of any brewer or beer importer to:

- (1) coerce, or attempt to coerce, or persuade any person licensed to sell beer at wholesale to enter into any agreement or to take any action which would violate or tend to violate any of the laws of this state or any rules promulgated by the department;
- (2) sell its products in the state without a written contract, which conforms to the provisions of 16-3-221 through 16-3-226, with each appointed licensed wholesale distributor;
- (3) designate or allow more than one wholesale distributor to sell or distribute a specific brand of the brewer's or beer importer's products to retail licensees in the same area, provided that nothing herein shall prohibit the brewer or beer importer from designating more than one wholesale distributor to sell or distribute different brands of the same manufacturer to retail licensees in the same area; and

- (4) cancel or terminate, except for just cause or in accordance with the current terms and standards established by the brewer or beer importer then equally applicable to all wholesalers, any agreement or contract, written or oral, or the franchise of any wholesaler existing on January 1, 1974, or thereafter entered into to sell beer manufactured by the brewer or imported by the beer importer. A brewer or beer importer may, notwithstanding the preceding sentence, make reasonable classifications among wholesalers. If a brewer or beer importer cancels or terminates a wholesaler's franchise, the brewer or beer importer has the burden of proving the classification was reasonable and not arbitrary. After July 1, 1974, the provisions of 16-3-221 through 16-3-226 shall be a part of any franchise, contract, agreement, or understanding, whether written or oral, between any wholesaler of beer licensed to do business in this state and any manufacturer or beer importer doing business with

the licensed wholesaler just as though the provisions had been specifically agreed upon between the wholesaler and the manufacturer or beer importer. *History:* En. 4-317.2 by Sec. 1, Ch. 322, L. 1974; Sec. 4-317.2, R.C.M. 1947; *redes.* 4-3-207 by Sec. 120, Ch. 387, L. 1975; R.C.M. 1947, 4-3-207; *amd.* Sec. 8, Ch. 19, L. 1985.

**Compiler's Comments**

1985 Amendment: Inserted "or beer importer" in 11 places with minor variations in phraseology.

**16-3-222. Mandatory provisions of brewer-wholesaler or beer importer-wholesaler contracts, agreements, and franchises.** All contracts, agreements, or franchises between a brewer and a wholesaler or a beer importer and a wholesaler shall specifically set forth or contain the following:

(1) that the brewer or beer importer or any officer, agent, or representative of any brewer or beer importer and the wholesaler involved

Said territory will be the territory agreed upon between the wholesaler and brewer or the wholesaler and beer importer and may not be changed without the mutual consent of both the wholesaler and brewer or the wholesaler and beer importer.

(2) the agreed-upon brands of the brewer or beer importer to be sold by the wholesaler;

(3) that the brewer or beer importer recognizes that the wholesaler is free to manage his business in the manner the wholesaler deems best and that this prerogative vests in the wholesaler the exclusive right to establish selling prices, to select the brands he wishes to handle, to determine the effort and resources the wholesaler will exert to develop and promote the sale of the brewer's or beer importer's products handled by the wholesaler;

(4) a procedure for the review of alleged wholesaler deficiencies, including the submission in writing to the wholesaler by the brewer or beer importer of said deficiencies, if the deficiencies are susceptible of correction and if the wholesaler desires to correct said deficiencies, and that a reasonable period of time shall be given the wholesaler for rectification of said deficiencies prior to any notice of intent to terminate;

(5) a termination clause providing that the brewer or beer importer shall deliver, in writing, to the wholesaler a 60-day notice of intent to terminate the agreement, contract, or franchise.

*History:* En. 4-317.3 by Sec. 2, Ch. 322, L. 1974; Sec. 4-317.3, R.C.M. 1947; *redes.* 4-3-208 by Sec. 120, Ch. 387, L. 1975; R.C.M. 1947, 4-3-208; *amd.* Sec. 9, Ch. 19, L. 1985.

**Compiler's Comments**

1985 Amendment: Inserted several references to "beer importer" and to "wholesaler and beer importer" after "brewer" and "wholesaler and brewer".

**16-3-223. Transfer of wholesaler's interest in business.** A wholesaler shall have the right to sell or transfer his business or an interest in his business to any person or to one or more members of his family or heirs or legatees, whether the wholesaler operates as an individual, a partnership, or corporation. Provided, however, the consent of the brewer or beer importer in writing is required for such transferee to continue as a wholesaler of said brewer or beer importer, which consent shall be in writing.

# Anheuser-Busch, Inc.

## Wholesaler Equity Agreement

Commencing on the date on the signature page on which Anheuser-Busch executes this Agreement, Anheuser-Busch, Inc. ("Anheuser-Busch") agrees to sell and the undersigned Wholesaler ("Wholesaler") agrees to buy such malt beverage products as are listed on the Wholesaler Information Sheet, Exhibit 1 hereto (such malt beverage products being herein referred to as "Products"), pursuant to the following terms and conditions:

### 1. TERRITORY

(a) Anheuser-Busch and Wholesaler recognize and agree that it is essential to their mutual objectives under this Agreement that Wholesaler at all times maintain the financial and competitive capabilities necessary to achieve efficient and effective distribution of Anheuser-Busch Products in Wholesaler's sales area and to assure continued protection of the high quality and integrity of Anheuser-Busch Products. In order to:

(i) enable Anheuser-Busch and Wholesaler to more effectively compete with the products of other brewers in Wholesaler's sales area;

(ii) assure that the quality and integrity of Anheuser-Busch Products are constantly maintained recognizing that such Products are perishable, that it is vitally important that over-age Products not be permitted to reach consumers and that such Products must at all times be handled properly;

(iii) induce and enable Wholesaler to make such investments in its operation and facilities as may be necessary or appropriate to maintain and enhance efficiency and effectiveness in Wholesaler's overall marketing efforts;

(iv) induce and enable Wholesaler to engage in marketing, advertising and promotional efforts in Wholesaler's sales area, provide full customer services, achieve maximum representation of all Anheuser-Busch Products in all licensed accounts in Wholesaler's sales area and actively promote and aggressively market the full range of Anheuser-Busch Products which are the subject of this Agreement;

(v) assure that Wholesaler develops and maintains adequate and effective local community relations and exercises full responsibility to the community in its operations;

(vi) foster, promote and maintain an efficient, viable and financially sound system of distribution of Anheuser-Busch Products to the benefit of Anheuser-Busch, its wholesalers and all purchasers of the Products; and

(vii) facilitate and enable compliance by Wholesaler with the Operating, Sales and Merchandising Standards set forth in Exhibit 9,

Anheuser-Busch and Wholesaler agree as follows:

Anheuser-Busch hereby appoints Wholesaler as the wholesale distributor of, and grants to Wholesaler the right to sell, the Products in the territory described in Exhibit 2 ("Territory") and agrees that it will not appoint another wholesaler for the Products sold by Wholesaler in the Territory. As used herein, the term "Wholesaler" shall not include any person or entity who is engaged exclusively in the sale of the Products for consumption outside the United States. Wholesaler hereby accepts said appointment and agrees to exercise its best efforts to promote, sell and service the Products in the Territory. Wholesaler agrees that it will not sell Products directly or indirectly to customers located outside the Territory; provided, however, that Wholesaler may, subject to the approval of Anheuser-Busch, sell Products to customers located in another wholesaler's territory if that wholesaler is unable for any reason to service its territory. Any breach of the provisions of the immediately preceding sentence shall give Anheuser-Busch the right to terminate this Agreement immediately in accordance with the provisions of paragraph 6 hereunder. Nothing contained herein shall prevent Wholesaler from selling Products to another duly authorized Anheuser-Busch wholesaler for the purpose of eliminating product shortages or inventory imbalances.

(b) If any of the provisions of subparagraph (a) above are or shall be prohibited under any lawful statute or regulation of any state, such provisions of subparagraph (a) shall not apply in such state and, in lieu thereof,

the provisions of this subparagraph (b) shall apply. In such event, Anheuser-Busch hereby appoints Wholesaler as the wholesale distributor of, and grants to Wholesaler the right to sell the Products in the Territory as Wholesaler's primary market area. Wholesaler hereby accepts said appointment and agrees to exercise its best efforts to promote, sell and service the Products in the Territory and further agrees that it shall be primarily responsible for servicing retail accounts in its primary market area with the Products and that it shall concentrate its efforts in that primary market area.

## **2. MANAGER OF WHOLESALER'S BUSINESS**

Malt beverages are unique products sold at retail establishments for consumption off-premise and on-premise. Wholesaler relies upon Anheuser-Busch for the production of quality Products, for support in consumer advertising of such Products, and for the counsel and advice of Anheuser-Busch's field personnel in support of Wholesaler's efforts to achieve maximum market representation of Anheuser-Busch Products in Wholesaler's Territory. The sale of malt beverages requires highly personalized promotion and sales service efforts. Anheuser-Busch relies upon the personal efforts and capabilities of the manager of Wholesaler's operation to aggressively promote, sell and service Anheuser-Busch's Products. (The business of selling malt beverages at wholesale has generally proved to be more successful when the manager of such business has at least some ownership interest.) The parties therefore agree that this is a personal service contract and is entered into by Anheuser-Busch with Wholesaler in reliance upon and in consideration of the personal qualifications of the person identified on the Wholesaler Information Sheet, Exhibit 1 hereto, as Manager of Wholesaler's business.

Nothing contained in this Agreement shall be interpreted as giving to Manager any right to be retained in Wholesaler's employ or as interfering with or limiting the right of Wholesaler at any time in its sole discretion (without obtaining the approval of Anheuser-Busch) to terminate the employment of Manager or to change Manager's duties so that he is no longer managing the business. However, any such action by Wholesaler shall constitute "cessation of employment" of Manager as that term is used in paragraph 3(f) of this Agreement and shall impose on Wholesaler the obligation to follow the procedures set forth in paragraph 3 with respect to the designation of a Successor-Manager.

## **3. DESIGNATION OF SUCCESSOR-MANAGER**

It is important to both Wholesaler and Anheuser-Busch that at such time as Manager becomes unable to or ceases to manage Wholesaler's business, there be a person available to assume the management of Wholesaler's business. In order to plan for such a contingency and to provide for continuity in the on-going management of Wholesaler's business involving the sale of Anheuser-Busch's Products, the parties agree to be governed by the following procedures:

(a) On the Wholesaler Information Sheet, which is attached hereto as Exhibit 1, Wholesaler has designated a Successor-Manager who, in Wholesaler's judgment, would be capable of managing Wholesaler's business at such time as Manager becomes unable or ceases to do so. Wholesaler may request a waiver of this requirement by submitting a statement to Anheuser-Busch which sets forth the specific reasons why such waiver is requested. Any such request for a waiver shall be submitted by Wholesaler at the time it returns this Agreement, signed by Wholesaler, to Anheuser-Busch. By signing this Agreement, Anheuser-Busch has approved such designation or, if no such designation is made, waived this requirement for what, in Anheuser-Busch's sole judgment, is good cause.

(b) In the event Manager becomes unable or ceases to manage Wholesaler's business, Wholesaler shall immediately notify Anheuser-Busch of said fact and the Successor-Manager shall immediately become Manager. If at any time Wholesaler does not have a Successor-Manager who has been approved by Anheuser-Busch, Wholesaler shall immediately notify Anheuser-Busch and, unless waived in writing by Anheuser-Busch for what, in Anheuser-Busch's sole judgment, is good cause, shall appoint a Successor-Manager in accordance with the procedures set forth in Exhibit 3.

WITNESS STATEMENT

1/7/87  
30

NAME Ardelle Watkins BILL NO. HD 30  
ADDRESS Gusto Distr. of Havre (Miller, Rainier Strads) DATE 1/7/87  
WHOM DO YOU REPRESENT? Montana Beer & Wine Wholesalers Assn.  
SUPPORT X OPPOSE \_\_\_\_\_ AMEND \_\_\_\_\_

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

WITNESS STATEMENT

#3  
1/7/87  
30

NAME Chuck Lee BILL NO. HB30  
 ADDRESS Lee Distributing Co. (Miller, Rainier, Strohs) DATE 1/7/87  
 WHOM DO YOU REPRESENT? Mont. Beer & Wine Wholesalers Assn.  
 SUPPORT X OPPOSE \_\_\_\_\_ AMEND \_\_\_\_\_

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

My company serves 318 retailers in Flathead and Lincoln Counties, 292 of which are open all year. We call on 275 of them at least once a week, and the remainder in outlying areas like Polebridge and Taak, we serve bi-weekly or on call!

I am also including the order form our salesmen use. This shows how we can offer the imported beers and other low-volume brands ~~where~~ to each account ~~where~~ as well as our main brands - Miller, Rainier, Strohs.



WITNESS STATEMENT

15  
178  
30

NAME Jim Thompson BILL NO. H330  
ADDRESS Thompson Distr. Co. (Anheuser-Busch Coors) 845 S. Wyoming DATE 1/7/87  
Butte 56701  
WHOM DO YOU REPRESENT? Mont. Beer & Wine Wholesalers Assn  
SUPPORT Y OPPOSE \_\_\_\_\_ AMEND \_\_\_\_\_

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

The first section amends present law which says a bar or other retailer cannot buy beer from another retailer — by extending this principle to the different outlets of a chain of retailers. If the Buttrays or Albertsons store in Butte runs out of Bud or Coors, I would like for them to call me instead of moving the beer down from their store in Helena or elsewhere.

*[Faint, mostly illegible handwritten text]*

## MONTANA HOUSE OF REPRESENTATIVES

HOUSE BILL 30 ) Statement in Support by  
Clarifying Wholesalers' ) Roger Tippy, Exec. Secretary,  
Responsibilities in the ) Montana Beer & Wine Wholesalers'  
Distribution of Beer ) Association.

The testimony of these beer wholesalers is an expression of grave concern for the future of their businesses. They are not here today to ask you, the lawmakers, to give them anything beyond the status quo. Pass this bill and they can continue to operate as they have for many years. Should the bill fail and the present Department of Revenue interpretations prevail, there is nothing to stop an Indiana-type situation from developing here. The loss of jobs in wholesale delivery would not be replaced by jobs as good in the retail sector, and the economy would be the poorer.

Let's talk about section 4 -- the part of the bill setting forth a wholesaler's service obligations to the retailers within his territory. This language restates present practice in almost all situations. As Mr. Lee told you, a wholesaler's sales people call on virtually 100% of the retailers in his territory every week. They sell and deliver to every retailer who is not delinquent.

We are worried about private label beers or imported beers for which a wholesaler is offered the exclusive distribution rights in a particular territory coupled with the brewer's condition that only certain selected retailers can buy this beer. Section 4 would prevent such unfair, exclusive dealing arrangements by requiring a non-discriminatory sales and delivery policy throughout the exclusive territory which present law requires.

The following set of questions and answers should cover most other aspects of the bill.

1. Q. What's the difference between a beer delivering job for a supermarket chain and the same job with a wholesaler?

A. The differences are pay and sometimes location. UM Professor Paul Polzin found the average wage in beer wholesaling in 1983 to be \$19,000, compared with an average of \$9,1000 in retail trade. And the management jobs in food retailing megafirms are likely to be out of state. After American Food Stores, Inc. purchased Buttreys, they moved 110 executive jobs out of Great Falls this year, down to Salt Lake City.

2. Q. What about the consumer's interests?

A. Consumers look for bargains and for quality. Stale of skunky beer is no bargain at any price. Beer is perishable and has a shelf life of two or three months at best. When supermarkets take over the quality control functions of the wholesalers, quality inevitably suffers. Quality control by wholesalers rather than by retailers has little effect on price.

The amendment would take the following form:

Amend HB30, p. 6, line 23:

Following: line 22

Insert: NEW SECTION. Severability. If a part of this act is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this act is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

Renumber: subsequent section.

3. Q. What does the first change in the law do?

A. It extends the current law, which prohibits a bar or independent mom and pop grocery from buying beer from another retailer, to retail chains. Without this change, the Department of Revenue would interpret the present law as allowing a chain to order truckloads of beer for one of its stores, then loading beer on its grocery trucks for distribution throughout its network in the state. That isn't being done now, but it could be done under the Department's interpretations.

4. Q. What do the amendments on dock sales or point of delivery mean?

A. They mean a retailer cannot pick up beer a truckload or more at a time at a wholesaler's warehouse. Retail chains began doing this in Indiana, and soon half the wholesalers in Indiana had gone out of business. Retailers would be able to pick up 3 barrels (about 41 cases) of any particular brand of beer at the wholesaler's warehouse if they needed to.

5. Q. What is the purpose of the section defining service obligations?

A. In 1974 the legislature required breweries to grant territorial franchises to their wholesalers. Since then, the Department of Revenue has issued inconsistent interpretations of what this means in terms of a wholesaler's obligation to the beer retailers in his territory. This section would set out some principles wholesalers believe to be fair. If a wholesaler has the exclusive right to distribute a brand in any part of the state, he should have to sell it to any properly licensed retailer whose credit is good. Some existing brewery appointments may contemplate less than full service in the territory; these would be "grandfathered."

6. Q. How would chain retailer assumption of large parts of the wholesaler's functions hurt taverns?

A. A wholesaler's labor costs per delivered case (or draft equivalent) are greater in taverns than in supermarkets. Wholesalers usually compute a standard markup based on the average labor cost to all retailers. Loss of supermarket accounts will raise the average labor cost per case and the markup to the remaining retail accounts. This will further increase the retail price difference between supermarkets and tavern beer.

Finally, we would ask you to insert a severability clause in the bill.

Thank you for your consideration of this important bill.

ROGER TIPPY (Tel: 442-4451)

P.O. Box 543, Helena, MT 59624

VISITORS' REGISTER

BUSINESS AND LABOR

COMMITTEE

BILL NO. HB 41

DATE January 7, 1987

SPONSOR Representative Cal Winslow

NAME (please print)	RESIDENCE	SUPPORT	OPPOSE
Lois Shorey	2115 DAHLIA BILLINGS, MT.	✓	
LADD S SHOREY	2115 DAHLIA LN. BILLINGS, MT. 59102	YES	
ED C. BULLER	1115 - 2nd ave So 104 Great Falls MT	YES	
<del>Har. R. Gannon</del>	<del>Helena</del>	✓	
Lois K. McMeekin	P.O. Box 1020, Helena, 59124	✓	
<del>Dale McMeekin</del>	P.O. Box 1020, Helena, 59624	✓	
Emmet Hansen	1400 Highland	✓	
Fred Patton	1700 Knight	✓	
Owen Warren	1247 Brockway Rd Highway Traffic	✓	
<del>William</del>	Safety - Justice Dept	✓	
Tom Ryan	50105 Helena	✓	
Robert J. Wilcox	55 Mature Driving	✓	
<del>William</del>	Helena AARP	✓	
<del>William</del>	MT Insurance Dept	✓	
Marianne Homer	2021 LOCKE HELENA	✓	
Laura Dale	1108 Hansen Helena	✓	
Jim Dale	1108 Hansen Helena	✓	
Randy Gray	P.O. Box 2885 Great Falls state farm; NAIF		✓
<del>Jackie</del>	457 Vista Way, Helena, MT		

IF YOU CARE TO WRITE COMMENTS, ASK SECRETARY FOR WITNESS STATEMENT FORM.  
 PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.



VISITORS' REGISTER

BUSINESS AND LABOR

COMMITTEE

BILL NO. HB 30

DATE January 7, 1987

SPONSOR Representative Les Kitselman

NAME (please print)	RESIDENCE	SUPPORT	OPPOSE
John W. Devine	1201 1/2 STS. "??" 1115125		
Marc E. Burkee	Mont. Tavern Assoc. Helena	✓	
<del>Maria J. Jovanovic</del>	<del>1115125</del>	<del>✓</del>	
Roger Tippy	MSLOWA - Helena		
Steve Browning	Amcuser - Basch - Helena	✓	
J. Malino	Battle, MT		
Jim Thompson	BATTLE MT	✓	

IF YOU CARE TO WRITE COMMENTS, ASK SECRETARY FOR WITNESS STATEMENT FORM.

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.