

# JOURNAL OF THE SENATE

THURSDAY, July 24, 1975.

The chief clerk makes the following entries under the above date.

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## EXECUTIVE COMMUNICATIONS

### **Senate Petition 96**

A petition by 357 citizens of Wisconsin in support of Senate Bill 299 dealing with malpractice insurance for health care providers.

By Senator Thompson.

Read and referred to committee on Agriculture, Human Services, Labor and Taxation.

### **Senate Petition 97**

A petition by 44 citizens of Wisconsin in support of malpractice insurance for health care providers.

By Senator Thompson.

Read and referred to committee on Agriculture, Human Services, Labor and Taxation.

State of Wisconsin  
Office of Emergency Assistance

To the Honorable Members of the Legislature:

In accordance with Chapter 157 of the Laws of 1973, I submit the following report covering the operation of the Office of Emergency Assistance and the status of the energy situation in Wisconsin.

**State Set-Aside (Hardship Allocation) Program:** During the second quarter of 1975, the State Set-Aside Program continued to operate well. 7,928,911 gallons of petroleum products were ordered delivered to 247 successful applicants for product. 22 applications for hardship allocations were rejected during the period. Following are the quantities in gallons of fuels allocated during the period. Propane, 253,530; Motor Gasoline, 6,513,439; Kerosine, 18,720; Home Heating Oil, 568,180; Diesel Fuel, 462,700; #5 and #6 Fuel Oil, 77,742; Other Middle Distillates, 34,600.

**Fuel Supplies:** The following estimates of our fuel supplies are predicted on the assumption that there will be no drastic changes in either the supply or demand of energy in the State. Another oil embargo or a resumption of our previous driving patterns are examples of occurrences which would upset these estimates.

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**Coal:** No problems are foreseen at present.

**Electricity:** No supply problems. Electricity tariff reform, to provide time-of-day discount pricing, is proceeding at a good pace.

**Residual (Heavy Oils):** Adequate supplies exist in the State.

**#2 Heating Oil:** No problem is foreseen at this time. Stocks appear to be adequate for the needs of the citizens of Wisconsin.

**Gasoline:** Even though supplies of gasoline are adequate, prices are increasing because of non-market factors.

**Propane:** Users of propane should be increasing stocks now in anticipation of next Fall's natural gas shortage. This does not appear to be taking place.

**Natural Gas:** More than 350 billion cubic feet of natural gas are delivered to Wisconsin each year, comprising a critical source of heat for more than 60 percent of Wisconsin homes. Natural gas is essential to production processes in our paper, milk products and specialty metal goods industries. Research being done in this office indicates that natural gas prices will increase about 25 percent for the next Winter heating season. At the same time, the Michigan-Wisconsin Pipeline Company, which supplies Wisconsin with about 90 percent of its gas needs, has announced a cutback of approximately 7.4 percent in gas deliveries starting this Fall.

Since 1970, volumes consumed nationally have been more than the volumes produced. From testimony given during the last week of June by pipelines and utilities in hearings held jointly by the Public Service Commission and this Office across the state, it is clear, at best, the natural gas supply situation in Wisconsin offers little hope for optimism. It is possible that supplies from the Michigan-Wisconsin Pipeline may decline to 60 percent of 1974 levels by the end of the decade. Large volume industrial users in the Western part of Wisconsin served by Northern Natural Gas Company are not likely to receive gas service after 1978.

This projection is especially serious over the next few heating seasons. The natural gas shortfall will be absorbed by our industries, who have historically depended on "interruptible" supply contracts for economic reasons (interruptible contracts are generally least expensive). About 40 percent of all gas use in Wisconsin is delivered under interruptible contracts. Among users in this class, are bulk of our State institutions including the University system, office facilities, and the Capitol Heating Plant. Deliberations by the Federal Power Commission may determine

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that the curtailments by the gas utilities follow a "priority schedule", which could have a substantially detrimental effect on service areas serving many large volume industrial and commercial customers. An FPC ruling could increase the 1975 Wisconsin shortage to 15 percent of 1974 usage.

These interruptible users of natural gas will be forced to rely on alternate fuels, such as heating oil and coal. The shortfall is estimated to be equivalent to 100 to 150 million gallons of fuel oil, or about a 15 percent average increase in demand for that product over 1974 consumption. With the potential for heating oil prices to increase as much as 25 percent (and possibly 50 percent -- see following section), the burden on the budgets of our homeowners, our industries, and our State institutions will be increased by the problems of obtaining adequate supplies.

Comments on the Overall Energy Picture: In the minds of many people, the energy crisis is over. Nothing could be further from the truth. The simple fact is that with unemployment still growing, we do have a slight energy surplus. That surplus is due to the fact that with unemployed people, we also have unemployed energy. Our slight surplus is associated with the very unemployment that is causing such severe social and economic impact on the citizens of both Wisconsin and the nation.

There is another dimension to the energy crisis which is not going to get better and that is the problem of price. When I speak of the problem of price, it's important to understand that I am not just talking about the inability of low income people to meet their rising fuel and electrical bills. Indeed, the problem of energy price increases is beginning to cut across various social and economic strata in our society. This Winter, if current plans go forward, I expect that there will be very serious economic impacts for the nation's energy consumers.

The President has proposed to the Congress and to the American people plans to raise the price of imported oil by \$2.00 a barrel before fall. In addition, the President has proposed taking the lid off the price of regulated oil in this country. If both the President's plans go into effect, the cost of every single gallon of petroleum product sold in the United States would rise about 10c per gallon. People trying to heat their homes will have to pay 10c per gallon more for fuel oil. This means an increase of 25 percent in home heating bills.

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The President is not the only actor on the energy scene that is contemplating price increases. The Shah of Iran during his recent visit to Washington indicated that oil producing countries should get an increase of another \$2.00 a barrel in the price of petroleum. In addition to that, some of the more belligerent members of the cartel are calling for price increases of another thirty percent. Whether the more conservative forces within OPEC or the more belligerent ones win, it is safe to conclude that there will be very strong efforts to raise the price of oil by the international oil cartel before Winter.

If both the President and the Shah or the various Sheiks have their way, I expect the price of oil to rise by about 20c per gallon. This would represent a cost increase in terms of home heating bills of more than 50 percent when compared to the already outrageously high fuel prices of this past Winter. During this new stage of our energy crisis, all Americans, low and middle income alike, might find energy being available for a short time, but at prices that are simply not affordable.

Our economy is sorely depressed in the form of unemployment. More and more people are simply not able to pay the rising cost of these petroleum products. I have recommended to the President and to the Federal Energy Administration, that the best form of public policy that we can take as a nation is to oppose the obscene prices that are being charged by the international oil cartel. The best way to break the back of that cartel is to address the problem of already too high prices by practicing energy conservation and to have the Federal government break the all too cozy relationship between the international oil companies and the international oil blackmailers that make up OPEC. Legislation has been introduced in the Congress to have such a breakup take place and I am strongly in support of that action. Every last bone in my body makes me opposed to the President's plan of raising the prices of energy at a time when prices are already too high.

The news with respect to oil prices is bad. And, I have already covered many of the problems to be confronted by natural gas users. When we think of the homes of the citizens of Wisconsin, and our industries, which utilize natural gas, we face the grim prospect of a double-edged sword of rising prices and diminishing supplies. The situation for Wisconsin and for the nation will get worse in the coming months. It will become especially bad when the next heating season begins. Action must be taken to try to bring some sense of compromise, some sense of urgency to these

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problems at the national level. I have urged that federal action be taken quickly but quite frankly, I am very pessimistic when I think about the natural gas situation this coming winter.

Having discussed the problems with respect to the various petroleum products that are used to heat homes and seeing an even bleaker story with respect to natural gas, I must conclude that our energy consumers (that is, all of us) are going to be facing very serious economic hardships this coming heating season. This difficulty cannot be minimized. Statewide, we are making plans to try to build a cooperative arrangement between public agencies, private consumer groups, and fuel marketers and distributors, so that we can avoid serious threats to health and safety due to fuel shortages in the coming winter months. There will be serious problems of ability to pay for heating. Additionally, the amount of money that has been available in the past, which was much too little, is likely to be reduced at the federal level. I cannot stress enough the fact that energy will be much more expensive than last Winter.

New Programs: The energy office will soon be providing two new services both to Legislators and also to the citizens of Wisconsin. (1) A data processing system which provides detailed information on energy use by area has been developed. Part of the system monitors inventory and sale of petroleum products on a monthly basis. Another part records the natural gas consumption of the more than 3600 interruptible customers within the State. This system should prove to be an invaluable device in enabling the energy office to direct alternate fuels to those customers affected by curtailments. Information collected and fuel need forecasts will be provided in summary form to utilities and fuel dealers for use in planning future needs. Each Legislator will be provided with an energy product inventory and flow statement for his or her legislative district. Also, all State agencies will be afforded access to the data obtained and analysis prepared by this office. (2) A new heating and cooling degree day information program will be instituted prior to fall to encourage energy conservation and aid fuel suppliers.

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**Institutional:** In my last quarterly report, I indicated that I expected to make recommendations in this report concerning the institutional questions surrounding energy policy coordination in the State. Quite frankly, given the uncertainty over the continuation of the Wisconsin Officer of Emergency Energy Assistance, as well as the insight I learned from much of the legislative debate on that question, I have not been able to complete my analysis. I shall send you, before the next quarterly report, an outline of my recommendations.

**CHARLES J. CICHETTI**

Director

State of Wisconsin  
Claims Board

July 8, 1975.

Mr. Glenn Bultman  
Senate Chief Clerk  
State Capitol  
Madison, Wisconsin

Dear Mr. Bultman:

Enclosed is a copy of the report and recommendation of the State Claims Board covering the claims heard on June 9, 1975

The amounts recommended for payment under \$500 on claims included in this report have, under the provisions of s. 16.007, Wisconsin Statutes, been paid directly by the Board.

This report is for the information of the Legislature. The Board would appreciate your acceptance and spreading of it upon the Journal to inform the members of the Legislature as to the nature of the claims which come before it for consideration.

Sincerely,  
**EDWARD MAIN**  
Secretary

### BEFOR THE CLAIMS BOARD OF WISCONSIN

The Wisconsin Claims Board conducted business at the State Capitol on Monday, June 9, 1975, upon the following claims:

<i>Name of Claimant</i>	<i>Amount of Claim</i>
1. City of Cumberland -----	\$ 11,654.17
2. Philip F. Pfeil -----	85.50

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3.	Alexander Bucko Estate -----	780.00
4.	Owen L. Hill -----	141.80
5.	Robert M. Johnston -----	90.00
6.	Gary L. Johnson -----	100.00
7.	State Farm Mutual Insurance Co. -----	423.44
8.	Elaine Jensen -----	61.64
9.	Wisconsin Telephone Co. -----	169.74
10.	United Contractors -----	2,138.44
		2,648.69
11.	Brian Zuhse -----	979.77
12.	Steven H. Dobson -----	70.00
13.	Bank of Menomonie -----	440.33
14.	Bank of Menomonie -----	56.13
15.	Bank of Menomonie -----	414.37
16.	Clairmont A. Brekken -----	927.04
17.	Dale Seehaver -----	8,190.00
18.	Robert Browning -----	412.97
19.	Fern Peterson -----	107.18
20.	Alvin J. Schaitel -----	73.42
21.	Joseph Ferdinand -----	43.87
22.	James A. Nickel -----	56.68
23.	Viking Theatre -----	96.00
24.	Rural Mutual Insurance Co. -----	180.13
25.	James and Janet Hanson -----	819.18

### THE BOARD FINDS:

#### 1. *The City of Cumberland*

The City of Cumberland claims \$11,654.17 for extraordinary expenses incurred in conjunction with a national convention of the American Indian Movement (AIM) at Sand Lake Reservation approximately 8 miles from the City of Cumberland in the Township of Maple Plain, Wisconsin. Prior history of similar conventions elsewhere had shown a potential for violence, property destruction and danger to the physical well being of citizens in the area of the convention. The expenses incurred covered a period from March 2, 1974, to July 12, 1974. The claim arises from various precautionary measures exercised by the City of Cumberland to protect the interest of the State of Wisconsin as well as those of the local citizens in the immediate area of the convention. The measures were successful to the extent that the convention was held without any reported violence, property destruction or abuse for any of the parties involved. The

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community participation in the handling of this convention resulted in a benefit to the State of Wisconsin. Although the City of Cumberland had requested the assistance of the national guard, the Executive Office encouraged the community to handle the matter without any show of force. The community is to be commended for the successful manner in which they handled a delicate situation with diplomacy. It would appear that the expenses incurred were reasonable under the circumstances encountered and that no excessive use of force was employed. A majority of the Board finds that the claim should be paid on equitable principles. (Member Kleczka dissents)

### 2. *Philip F. Pfeil*

Philip F. Pfeil, 2448 South 62nd Street, West Allis, Wisconsin, claims \$85.50 for four different stale checks which were misplaced and recently found. The four checks are as follows:

Check # 0497229 dated April 22, 1973	\$ 16.50
Check # L784769 dated June 17, 1966	30.00
Check # P832182 dated May 15, 1967	24.00
Check # M634094 dated April 19, 1968	15.00

The Board concludes the claim should be paid on equitable principles.

### 3. *The First National Bank of Kenosha*

The First National Bank of Kenosha, personal representative of the Estate of Alexander Bucko, Kenosha, Wisconsin, claims \$780.00 for the overpayment of inheritance taxes. A recomputation by the Department of Revenue, which takes into account the 5 percent discount and the 7 1/2 percent retained by the county, results in an overpayment of only \$698.25. The Board concludes that the claim in the reduced amount of \$698.25 should be paid on equitable principles. t 1

### 4. *Owen L. Hill, Jr.*

Owen L. Hill, Jr., 630 Curtis Drive, Elm Grove, Wisconsin, claims \$141.80 for a stale tax refund check which was misplaced and recently found. The original check number is M917877. The Board concludes the claim should be paid on equitable principles.

### 5. *Robert M. Johnston*

Robert J. Johnston claims \$90.00 for a check issued by the State of Wisconsin which he cashed and which was subsequently misplaced prior to the time that it could be cleared through a bank. The stale check was made out to a Roger L. McKittrick and is numbered 3402834. The Board concludes the claim should be paid on equitable principles.



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### 6. *Gary L. Johnson*

Gary L. Johnson, 3633 Napoli Lane, Apartment 3, Middleton, Wisconsin, claims \$100.00 for damages to his automobile as a result of an accident which occurred at the Hill Farms State Office Building parking lot on January 18, 1974. At about 7:15 A.M. the claimant dropped his wife off at work. He entered the Segoe Road parking lot and collided with a parked car after sliding on ice. No report of the accident was made to the State of Wisconsin nor was any claim filed in regard thereto until more than one year after the date of its occurrence. The Board concludes that there has been an insufficient showing of negligence on the part of employes, agents or officers of the State, and concludes that the claim is not one for which the State is legally liable nor one which the State should assume and pay on equitable principles.

### 7. *State Farm Mutual Insurance Company*

State Farm Mutual Insurance Company, P.O. Box 1560, Madison, Wisconsin, as subrogee of George R. Boldt, claims \$423.44 for damages resulting from an accident which occurred on October 4, 1974, at the One West Wilson Street Office Building parking lot. The damages were the result of a window which had fallen from the third floor of the State Office Building onto the insured's car. The Board finds the claim is not one for which the State is legally liable nor one which the State should assume and pay on equitable principles, consistent with its long-standing policy not to honor subrogation claims.

### 8. *Elaine Jensen*

Elaine Jensen, 124 North Franklin Street, Madison, Wisconsin, claims \$61.64 for damages to her automobile incurred as the result of an accident on January 26, 1975, at 2310 South Park Street, which is also Highway 151 and an area owned and maintained by the State of Wisconsin. Claimant's automobile hit a hole in the road which was known to the State to have existed for an unreasonable period of time without being repaired. The Board concludes the claim should be paid on equitable principles.

### 9. *The Wisconsin Telephone Company*

The Wisconsin Telephone Company, 722 North Broadway, Milwaukee, Wisconsin, claims \$169.74 for damages occurring on November 1, 1974, on State Highway 26, one-tenth of a mile south of Red Cedar Road in the Town of Burnett, Dodge County, Wisconsin. A truck which was under the control of the State was digging a posthole for a sign. The auger cut off a buried cable owned by the claimant. Evidence was submitted to the Board

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establishing that the buried cable line was 30 feet closer to the edge of the pavement than was indicated by the information submitted to the State by the claimant. This misinformation was the cause of the accident. If the State had been properly informed as to the true location of the buried cable, the accident would not have occurred. The Board finds that there has been no showing of negligence on the part of employes, agents or officers of the State and concludes that the claim is not one for which the State is legally liable nor one which the State should assume and pay on equitable principles.

### 10. *United Contractors, Inc*

United Contractors, Inc., Menomonee Falls, Wisconsin, makes two separate claims in the amounts of \$2,138.44 and \$2,648.69 for additional expenses arising out of a project with the State of Wisconsin for the improvement of University Avenue in the City of Madison in June of 1973. The first claim is for the expenses incurred for building a wall at the west end of the project. The wall was built by the subcontractor of the claimant at a cost to the claimant of \$4,697.44. The State of Wisconsin paid the claimant \$2,559.00 at the rate of \$3.00 per square foot for 853 square feet of concrete. This was not a major item under the terms of the contract. The amount paid to the claimant by the State was consistent with the terms of the contract the claimant had made with the State of Wisconsin for the project. See sec. 104.2 of the contract documents. The contractor admittedly bid the project too low at \$3.00 a square foot for the concrete, but the contract called for the pouring of additional concrete if needed at that rate. The second claim relates to a lien which was paid to a subcontractor of the claimant and to interest payments for retainage. A subcontractor of the claimant filed a valid lien with the State of Wisconsin on October 24, 1973. The claimant was notified of the existence of this lien but did not object to it within the 30-day period prescribed under sec. 289.15 of the Wisconsin Statutes. Claimant did not file his objection to the lien until sometime in February of 1974. According to law, the State had to honor the lien. All amounts withheld for retainage were consistent with the terms of the contract and with prior practices of the State of Wisconsin concerning similar projects. The total contract was for approximately \$750,000 and the retainage was gradually reduced over a reasonable period of time. Section 109.6, par. 5 of the contract documents referred to the 5 percent retainage. The Board finds there has been no showing of negligence on the part of employes, agents or officers of the State, and concludes the claim is

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not one for which the State is legally liable nor one which the State should assume and pay on equitable principles.

### 11. *Brian L. Zuhse*

Brian L. Zuhse, 1642 Alton Street,

Aurora, Colorado, claims \$979.77 for expenses incurred as a result of an accident at Clintonville, Wisconsin, on January 20, 1975. Claimant's insurance company reimbursed claimant for the cost of repairing his car. The claim is based on the additional incidental expenses incurred for air travel and purchasing a new car to replace the damaged vehicle while it was being repaired. Claimant was following a national guard truck down the road to an intersection that was controlled by traffic lights. The vehicles were traveling downgrade and the driver of the guard truck was pumping his brakes. It appeared to the claimant that the national guard vehicle was going to make a left hand turn, since the pumping of the brakes caused the left rear light of the vehicle to flash on and off. Claimant, being a serviceman himself, should have been aware that at the time of the accident military vehicles did not have turn signals. Although claimant was anticipating a left hand turn, the military vehicle made a right hand turn and the accident occurred. The claim was made on March 3, 1975, and the car which was purchased was a 1966 Galaxy to replace a 1964 Corvette. Under the circumstances, this resulted in the claimant owning two cars. The claimant concedes that the accident was not the fault of the driver of the military vehicle; the claimant considers the lack of directional lights on military vehicles as the cause of the accident. No explanation, other than his anticipating a left turn, is given by the claimant as to why he did not observe a hand signal given for a right turn. The Board finds that there is not sufficient showing of negligence on the part of officers, agents or employes of the State and concludes the claim is not one for which the State is legally liable nor one which should be assumed and paid on equitable principles.

### 12. *Steven H. Dobson*

Steven H. Dobson, Waukesha, Wisconsin, claims \$70.00 for damages to his tuba and for expenses incurred for renting a replacement instrument. Claimant's privately owned tuba was stored with two other tubas owned by the University of Wisconsin-Milwaukee in Room 494 of the Fine Arts Music Building. The instrument is insured by the claimant for full value. There were only three keyholders to the room where the tuba was stored, and apparently someone forgot to lock the door. The space was offered to the claimant free of charge by the University as an

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accommodation. The Board finds there is no showing of negligence on the part of officers, agents or employes of the State, and concludes the claim is not one for which the State is legally liable nor one which the State should assume and pay on equitable principles.

### 13. *The Bank of Menomonie*

The Bank of Menomonie, 605 Second Street, Menomonie, Wisconsin, claims \$440.33 for a loan which was made to a student at the University of Wisconsin-Stout. On January 14, 1974, a former university employe wrote a letter to the bank whereby he indicated that a student was about to get a \$1,600 G.I. loan, and in the meantime indicated that the student needed \$400 to pay current college bills. The employe further wrote in his letter, "We will make the usual guarantee of repayment". The claimant had been making student loans in the area for a period of approximately 10 years. It is not entirely clear what was meant by the words "usual guarantee," but it appears that it was conditioned upon the receipt of anticipated funds from an outside source. No prior employe of the University of Wisconsin System had the authority to either conditionally or unconditionally guarantee the payment of student loans. Nor did this employe have the authority to either conditionally or unconditionally guarantee the payment of student loans. On the basis of the language used and prior practices, it was unreasonable for the bank to have relied upon such a letter as an unconditional guarantee. The student did not receive the anticipated \$1,600 G.I. loan. A majority of the Board finds that there has been an insufficient showing of negligence on the part of officers, agents and employes of the State of Wisconsin and concludes the claim is one for which the State is not legally liable nor one which should be assumed and paid on equitable principles. (Members Kleczka and Molinaro dissenting).

### 14. *The Bank of Menomonie*

The Bank of Menomonie involves a claim similar to the prior claim except that it is in the amount of \$56.13, and the letter dated October 30, 1973, which was sent to the bank by the State employe contained the following language: "As usual, when the check arrives in our office we will immediately pay off the loan from your bank." Again, as in the prior case, the anticipated funds from the outside source did not materialize. A majority of the Board finds that there has been an insufficient showing of negligence on the part of officers, agents or employes of the State of Wisconsin, and concludes the claim is not one for which the State is legally liable

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nor one which the State should assume and pay on equitable principles. (Member Molinaro dissents).

### 15. *The Bank of Menomonie*

This claim is similar to the prior two claims except that it is in the amount of \$414.37 and the letter dated January 21, 1974, which was written by the employe of the University of Wisconsin System to the bank contains the following sentence: "We recommend that this loan be processed, and we will, as usual, guarantee repayment when his funds arrive in this country". Again, the anticipated funds from the outside source did not materialize, as in the previous two cases. In view of the previous involvement of the claimant with student loans over the years, a majority of the Board finds that it would be unreasonable for the claimant to rely upon an unconditional guarantee of repayment by the State for a student loan on the basis of such a letter from a University employe, even if there was sufficient evidence that an unconditional guarantee of repayment had been offered to the claimant. The Board concludes the claim is not one for which the State is legally liable nor one which the State should assume and pay on equitable principles. (Members Kleczka and Molinaro dissenting)

### 16. *Clairmont A. Brekken*

Clairmont A. Brekken, Rural Route 3, Stoughton, Wisconsin claims \$927.04 for damage done to his corn crop in May of 1974, caused by pheasants from the Bad Fish Creek Wildlife Area owned by the State of Wisconsin. The claimant owns farmland which immediately adjoins the wildlife area. The claimant purchased his farm prior the the acquisition of the wildlife area by the State of Wisconsin. At the time claimant purchased his farm there were fewer pheasants in the area. The prior owner of the claimant's land reportedly never had a problem with pheasants over the many years that he farmed the land. The additional pheasants are a result of State ownership. The problem is not necessarily one of a recurring nature because of the very short period of time in which the damage can occur. The Board finds that the amount of the damages as claimed are excessive and finds that the true measure of damages is only \$499.00. The Board concludes that the claim in the reduced amount of \$499.00 should be paid on equitable principles.

### 17. *Dale Seehaver*

Dale Seehave, Route 2, Princeton, Wisconsin, claims damages of \$8,190.00 for the alleged destruction of over 18 acres of his corn by deer in July, August and September of 1974. The Department

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of Natural Resources was not notified of this claim until September of 1974. Under sec. 29.595, Wis. Stats., claims for deer damage must be presented to the Department within 10 days from the time the alleged damage was to have occurred. The purpose of this notice requirement is to enable the Department to ascertain that the damage was actually caused by deer, rather than by the elements, insects, or some other cause. Also, continuous notifications over a short period of time will alert the Department to take precautionary measures, such as fencing the field or shooting the deer. The amount of losses caused by deer which could be verified by the Department under the circumstances of this case was only \$1,000. Accordingly, the Board finds the actual measure of damages to be only \$1,000 and recommends payment should be made in the reduced amount of \$1,000 on equitable principles.

### 18. *Dr. Robert Browning*

Dr. Robert Browning, Route 1, Cottage Grove, Wisconsin, claims \$412.97 for damages incurred during the period of October to December, 1974, at his Child Psychology Clinic and School at 1624 Verona Street, Middleton, Wisconsin. One of the students attending the school is a severely disturbed child under the guardianship of the State of Wisconsin. The State pays for his attendance at the claimant's school. Claimant is aware that the disturbed child is subject to aggressive, unpredictable, and highly destructive behavior. It is the position of the Department of Health and Social Services that such a private agency should take the appropriate steps to insure itself against such losses. The Board finds that there has been no showing of negligence on the part of officers, agents or employes of the State of Wisconsin, and concludes the claim is one for which the State is not legally liable nor one which the State should assume and pay on equitable principles.

### 19. *Fern Peterson*

Fern Peterson, State Street, Box 298, Rochester, Wisconsin, claims \$107.18 for damages to her automobile on March 9, 1975, at Southern Colony in Union Grove, Wisconsin. While claimant was on duty there, a patient at the institution pushed out a window and caused damages to claimant's automobile. Claimant has a \$100.00 deductible comprehensive insurance policy. The Board concludes the claim in the reduced amount of \$100.00 is one which should be paid on equitable principles.

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### 20. *Alvin J. Schaitel*

Alvin J. Schaite, Route 3, Sparta, Wisconsin, claims \$73.42 as a result of damages to his car on January 8, 1975. Claimant left the keys in his car. When finished working, he discovered the keys were gone. Claimant went home to get another set of keys and when he returned to where his car had been parked he discovered it was missing. The car was reported stolen to the Sparta police who recovered the car for claimant. The car had been taken by a ward of the State of Wisconsin who was on runaway status from the Wisconsin Child Center. Consistent with the long standing policy of the Board not to honor claims for damages caused by wards of the State who are on runaway status, and because of the further fact that the claimant left his keys in his automobile, the Board concludes that the claim is not one for which the State is legally liable nor one which the state should assume and pay on equitable principles.

### 21. *Joseph Ferdinand*

Joseph Ferdinand, Route 3, Box 109, Burlington, Wisconsin, claims \$43.87 for damages to his automobile on January 1, 1975, while parked at the employe parking lot at Southern Wisconsin Colony and Training School in Union Grove, Wisconsin. There is not evidence as to who caused the damage to the claimant's car. The Board finds there has been no showing of negligence on the part of officers, agents or employes of the State, and concludes the claim is not one for which the State is legally liable nor one which the State is legally liable nor one which the State should assume and pay on equitable principles.

### 22. *James A. Nickel*

James A. Nickel, 500 North Madison, Street, Waupun, Wisconsin, claims \$56.68 in damages to his automobile while parked in front of the Wisconsin State Prison on October 24, 1974. A prisoner on 'rustee status was raking leaves in the gutter outside of the prison when accidentally the handle of the rake struck and broke the grill of claimant's car. The accident was reported immediately to the correctional officer. The inmate was performing work which the State would have hired another to do if the inmate was not performing it. The Board concludes the claim should be paid on equitable principles.

### 23. *The Viking Theatre*

The Viking Theatre, 344 West College Avenue, Appleton, Wisconsin, claims \$96.00 for damages to a glass door which was broken by a patient from the Winnebago State Hospital on

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November 13, 1974. Fourteen emotionally disturbed children went to the movie house under the group supervision of four staff members from the institution, and on the way out of the theatre one of the children kicked the plate glass door of the claimant and caused it to shatter. The Board concludes the claim should be paid on equitable principles.

### 24. *Rural Mutual Insurance Company*

Rural Mutual Insurance Company, 2999 West Spencer Street, P.O. Box 2048, Appleton, Wisconsin, claims \$819.18 for property damages to the contents of their home as the result of the break-in by a ward of the State on January 25, 1975. On the basis of evidence produced to the Board by the Department of Health and Social Services, the Board finds that there was a lack of proper supervision and some negligence on the part of the State of Wisconsin in allowing the ward to run away from Southern Colony. However, the Board finds that the proper amount of damages is in the amount of only \$499.00. The Board concludes that the claim in the reduced amount of \$499.00 should be paid on equitable principles.

### THE BOARD CONCLUDES:

1. The claims of the following named claimants should be denied:

Gary L. Johnson  
State Farm Mutual Insurance Co.  
Wisconsin Telephone Co.  
United Contractors, Inc.  
Brian L. Zuhse  
Steven H. Dobson  
Bank of Menomonie (3 claims)  
Dr. Robert Browning  
Alvin J. Schaitel  
Joseph Ferdinand  
Rural Mutual Insurance Co.

2. The claims of the following claimants in the following amounts are justified under sec. 16.007 (6), Wis. Stats.:

Philip F. Pfeil -----	\$ 85.50
Owen L. Hill, Jr. -----	141.80
Robert M. Johnston-----	90.00
Elaine Jensen -----	61.64
Clairmont A. Brekken-----	499.00



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Fern Peterson .....	100.00
James A. Nickel .....	58.68
Viking Theatre .....	96.00
James and Janet Hanson .....	499.00

### THE BOARD RECOMMENDS:

1. That the payment of \$11,654.17 be made to the City of Cumberland for extraordinary expenses incurred in connection with the convention of the American Indian Movement during the period of March 2, 1974 to July 12, 1974.

2. That payment of \$698.25 be made to the First National Bank of Kenosha, personal representative of the Estate of Alexander Bucko, for payment of inheritance taxes.

3. That payment of 1,000 be made to Dale Seehaver for deer damage to his corn crop in 1974 on his farm at Princeton, Wisconsin.

Dated at Madison, Wisconsin, this 30th day of June, 1975.

GERALD KLECZKA  
Senate Finance  
Committee

GEORGE MOLINARO  
Assembly Finance  
Committee

DAVID RIEMER  
Representative of Governor

EDWARD D. MAIN  
Representative of Secretary of  
Administration

ALLAN P. HUBBARD  
Representative of Attorney  
General

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### AMENDMENTS OFFERED

Senate amendment 1 to Assembly Bill 387 by Senator Bablitch, by request of Representative Mittness.