

# NEW YORK STATE ASSOCIATION OF SERVICE STATIONS & REPAIR SHOPS, INC.

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**Right To Repair Act Tabled  
In Assembly Committee**

The “Motor Vehicle Owners’ Right to Repair Act of 2008 “ A.5817 which was on the committee agenda Monday, June 2, 2008 was tabled. A representative for the automobile manufacturer’s talked to Assemblyman David F. Gantt indicating that information needed to repair the current line of automobiles is available on the internet. Now Assemblyman Gantt will not move the bill.

A copy of our memorandum in support is enclosed. I encourage you to read this memorandum and then ask yourself the following:

Are you having trouble fixing today’s vehicles? Why?

- 1) Is it because you do not have access to the information needed to make the repair, or
- 2) Is it because you can’t get the tools necessary to make the repair?

If the answer to either of these questions is yes then you need to help us pass this legislation, which requires the manufacturer to provide you with the information and tools needed to do your job.

Bill A.5817-A is poised in the New York State Legislature to become law. However, we must first convince Assemblyman Gantt to put the bill on the Transportation Committee agenda for a vote. You can help. Call, write, fax, and e-mail David F. Gantt at the following:

*Albany office:*

David F. Gantt, Assemblyman  
830 Legislative Office Building  
Albany, NY 12248  
Phone: 518-455-5606  
Fax: 518-455-5419  
e-mail: ganttd@assembly.state.ny.us

*District office:*

David F. Gantt, Assemblyman  
74 University Avenue  
Rochester, NY 14605  
Phone: 585-454-3670  
Fax: 585-454-3788

Do this today and encourage your customers to do the same. Don’t put it off because the legislative session is drawing to a close.

If you need additional information please call the Association office.

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**Memorandum in Support  
A.5817A (Towns) – S.7001 Marcellino  
“Right to Repair”**

*What follows is the memorandum of support that the association has delivered to members of the Assembly Transportation Committee. It is provided here to assist you in making our case to Assemblyman David Gantt.*

The subject bill amends the New York State Vehicle and Traffic Law, in relation to mandating automobile manufacturers to release vehicle repair information to vehicle owners. This bill shall be known as the “Motor Vehicle Owners Right To Repair Act.” It identifies the problem that the ability to diagnose, service, and repair a motor vehicle in a timely, reliable, and affordable manner is essential to the safety and well being of automotive consumers in the State of New York. In many instances, vehicle access codes prevent owners from making the necessary diagnosis, service, and repair of motor vehicles in a timely, convenient, reliable and affordable manner. This bill provides that the access codes or special equipment retained by the manufacturer be provided to the motor vehicle owners and the motor vehicle repair shops. This will permit consumers who wish to have this availability. Consumers in

New York and nationwide have always benefited from the accessibility of an after market parts supply, on parts and accessories used in the repair, maintenance or enhancement of a motor vehicle.

This legislation requires that manufacturers of motor vehicles and trailers sold in New York, to provide to the vehicle owner the motor vehicle repair shop information that will permit the after market to supply parts and to repair late model vehicles. The information necessary to diagnose, service or repair must include information necessary to integrate replacement equipment, and any kind used to diagnose, service, repair, activate, certify, or install any motor vehicle equipment into a motor.

It allows for vehicle owners in New York to receive the information necessary to permit the diagnosis, service, and repair of their vehicles. It gives the vehicle owner the option to choose between original parts and after market parts when repairing their motor vehicles and to make repairs necessary to keep their vehicles in reasonably good and serviceable condition during expected vehicle life.

Manufacturer's repair facilities traditionally charge more than the independent repair shops and are not easily accessible. The independents repair facilities are numerous, accessible and competitive. The removal of this competition from the market place will limit the motorist choices, increase cost and lead to more down time for the vehicles.

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**New York State Allows Half-Pricing At Gas Pumps. Regulations Help Keep Small Retailers Operating; Stations Must Apply**

*Jessica A. Chittenden*

*Director of Communications*

*NYS Department of Agriculture & Markets*

New York State Agriculture Commissioner

Patrick Hooker today announced that gas stations with non-digital fuel dispensers can apply for half-gallon pricing, since older equipment cannot compute prices in excess of \$3.999. Signs advertising fuel prices must still advertise the price for a full gallon of fuel, but the price displayed on the pump would be half the per-gallon price.

"The price of fuel is rising faster than our dispensers can calculate in some instances," the Commissioner said. "In order to keep some of our smaller and seasonal fuel retailers operating during times of \$4 fuel, we are temporarily allowing stations to compute prices by using half the price per gallon. We are fortunate to have this provision in our regulations as it gives us the tools to respond very quickly during times of escalating fuel prices and keep these small businesses in business."

Many of the older style mechanical dispensers use numbered wheels to display the gallons and total sale figures. The regulation, signed today by the Commissioner, allows gas stations to compute prices at one-half the price per gallon, until they have the dispenser upgraded with a replacement computer.

New York State Division of Weights and Measures Director Ross Andersen said, "The older equipment meets the same accuracy requirements as the newer electronic equipment, it just lacks the bells and whistles, like the pay-at-the-pump feature. Once these retailers have the updated equipment, it is generally a quick fix."

Under this regulation, the total charge for fuel will remain the same. The sign on front of the dispenser, as well as the signs on top of the pump and along the roads will remain at the full price per gallon to allow for easy price comparisons. The only difference would be on the front of the dispenser, it would read "one-half total sale" and "one-

half price per gallon." Therefore, the total charge for a purchase would have to be calculated by doubling the price on the dispenser.

The half-price option for fuel dispenser was added to State regulations in the early 1980's when the price of fuel increased over \$1.999 per gallon. The regulations were last utilized in the fall of 2005 when prices moved over \$2.999 per gallon. This time, the replacement computer should extend price computing capability to \$9.99 per gallon.

The problem results from a national shortage of replacement computers. The primary U.S. manufacturer of this equipment has a present backlog of 13 weeks for delivery. A local source of re-built equipment is also reporting backlogs of 17 weeks. Once the new equipment is delivered, the installation is simple and involves unbolting the old computer, bolting on the new one, and setting the price per gallon.

The regulation only impacts retail dealers that use mechanical price computing equipment in their dispensers. There are approximately 6,500 retail gas stations with more than 90,000 retail dispensers in New York State. While exact numbers of stations affected are not available, it is estimated that it is not more than 5 percent of the total dispensers statewide. Each dispenser is inspected and tested for accuracy at least once a year by a State or municipal inspector.

The Department's Division of Weights and Measures is now accepting applications for eligible retail stations to sell half-price fuel.

Applications are available on the Department's website at [www.agmkt.state.ny.us](http://www.agmkt.state.ny.us) and by clicking on "Fuel Pump Half-Pricing Request Form" or by calling 518-457-3146.

**NYVIP UNIT MESSAGE No. 31 (2008)**

5/19/2008

TO: All INSPECTION STATIONS

FROM: SGS TESTCOM

SUBJECT: PER-CALL CONNECTION FEE

Under contract with the New York State Department of Motor Vehicles (NYSDMV), SGS Testcom Inc. is the provider of NYVIP equipment and information management for the New York Vehicle Inspection Program (NYVIP). Your inspection station has a contract with SGS Testcom for those services.

This message is to inform you that effective December 1, 2007 the per-call connection fee has decreased to \$0.331, from last year's fee of \$0.338, a net decrease of \$0.007 per call. The new reduced fee will be applied to calls made from December 1, 2007 through November 30, 2008.

This fee is calculated each year based on the contractual base fee of \$0.365 per call and adjusted according to the previous year's volumes.

This fee is for each phone call your NYVIP unit makes for an inspection. Safety inspections, including Heavy Duty, Trailer and Motorcycle inspections, make one phone call. Emissions inspections (High Enhanced, Low Enhanced and OBD II) make two calls per inspection.

Due to the delay in determining the fee, Testcom was unable to send out bills for charges from December 2007 until the present. You will receive a separate bill for each month, beginning with the December 2007 bill. These bills will reflect the new fee. Each bill will be mailed separately and should be paid promptly.

If you have questions, you may call the SGS Testcom Help Desk at 1-866-469-8477.

**General Counsel Corner**

*By Peter H. Gunst, Esquire  
General Counsel, SSDA-At  
Stretching the PMPA*

Attorneys for independent dealers repeatedly have attempted to stretch the reach of the Petroleum Marketing Practice Act beyond its normal context of formal franchise terminations and nonrenewals. They argue that the Act is intended to prohibit supplier misconduct that is equivalent to wrongful termination or nonrenewal, specifically supplier misconduct that leaves a dealer little choice but to surrender his or her location.

Dealer attorneys contend that, in situations where abusive pricing and rent policies render the continuation of franchise relationship impossible or nearly so, courts should recognize the doctrines of “constructive termination” and “constructive nonrenewal,” even though the franchise relationship has not been formally severed. In sum, they argue that supplier should not be permitted to circumvent the Act’s protection of the dealer’s franchise rights by using its superior economic power to the dealer’s disadvantage.

A very recent decision by the First Circuit Court of Appeals, which has jurisdiction over federal courts situated throughout most of New England, considered the subject in depth. That decision, *Marcoux v. Shell Oil Products*, drew a sharp distinction between the concepts of “constructive termination” and “constructive nonrenewal.”

This lengthy and hotly contested litigation grew out of Motiva’s termination of Shell’s long-continued rent subsidy program, following Shell’s transfer of its franchise relationships to the Motiva joint venture in 1998. Also at issue were Motiva’s subsequent lease renewals and product pricing practices.

Following years of pretrial wrangling, a group Massachusetts dealers convinced a jury that Shell violated the PMPA by renegeing on its promises of continued rent support, and thereby constructively terminated their franchises by rendering them financially unviable.

In addition, the jury determined that Motiva violated the PMPA by compelling the dealers to accept a new rent formula when their franchises came up for renewal, and breached the open price term provision of the dealers’ supply agreements by failing to set prices for gasoline in good faith.

Not surprisingly, the defendants appealed.

Affirming the dealers’ constructive termination claim, the First Circuit Court of Appeals held that the PMPA addresses situations where a franchisor has breached one of the three statutory components of the franchise agreement -- the contract to use the refiner’s trademark, the contract for the supply of motor fuel and the lease of the service station premises -- or where the franchisor has assigned its obligations under the franchise agreement to a third party in violation of state law. Here, the evidence supported the jury’s finding that Shell’s repudiation of the promised rent subsidy program violated the lease component of the franchise agreement.

Shell argued that constructive termination would only occur if there were a total breach of the lease component of the franchise agreement, which deprived the dealer of actual occupancy of the service station. Shell argued that, because the dealers remained in their service stations, no total breach of the lease had occurred.

Rejecting Shell’s argument, the First Circuit held that the PMPA would be violated absent a total breach if the franchisor’s misconduct constituted “such a material change that it effectively ended the lease,

even though the plaintiffs continue to operate the business.”

The court explained:

To require an actual abandonment of years of work and investment before we recognize a right of action under the PMPA would be unreasonable.

Clearly, the appeals court was correct. Had Shell’s argument been accepted, the entire concept of constructive termination would have been rendered meaningless because, under Shell’s definition, a total breach would only exist if actual termination had occurred. To the contrary, the concept of constructive termination properly embraces circumstances where the franchisor has employed means short of a total breach in order to render the franchise financially unviable.

Next the appeals court considered the dealers’ constructive nonrenewal claim. The dealers argued that the new leases presented to them by Motiva failed to satisfy the PMPA’s good faith requirement because the new rent formula was unreasonable. So as not to lose their stations, however, the dealers signed the new lease agreements “under protest” and included a claim for constructive nonrenewal in their law suit.

Reversing the jury’s verdict for the dealers on that claim, the court of appeals rejected entirely the concept of constructive nonrenewal. It held that a dealer’s exclusive remedy under the PMPA when faced with odious contract terms as part of a renewal proposal is to reject the agreement in its entirety and to seek injunctive relief in court during the 90 day notice period.

Though the First Circuit’s rejection of the constructive nonrenewal concept can be criticized for the policy reasons set forth in the Ninth Circuit’s contrary decision in *Pro Sales, Inc. v. Texaco, USA*, its position is consistent with most cases in the area.

In most jurisdictions today, signing a franchise agreement “under protest” likely will not suffice protect a dealer’s right to pursue a PMPA claim. The dealer’s dilemma, therefore, is as set forth in the First Circuit’s opinion:

The franchisee therefore risks the end of the franchise if the claim fails and so must carefully weigh the decision to sign or sue. This is the balance Congress has struck, and should we prefer another, we would not be free to impose it.

Finally, the appeals court considered the unreasonable gasoline pricing claim, with happier results for the dealers. Affirming the jury’s verdict, the appellate court rejected Motiva’s argument that its pricing was reasonable as a matter of law because it did not discriminate in price between competing dealers that it supplied.

Motiva also argued on appeal that the dealers’ evidence of unfair pricing was insufficient because they had relied almost exclusively on their competitors’ lower retail prices, and presented little if any evidence of the dealer tankwagon prices charged to those competitive service stations.

Rejecting Motiva’s contention, the court observed that because Motiva itself used a “street-back” pricing model in setting its dealer tankwagon price, it should not be heard to complain because the dealers relied upon street pricing to demonstrate Motiva’s bad faith.

In sum, the Marcoux decision is of considerable significance. It does much to clarify the law of constructive termination and, unfortunately, constructive nonrenewal. It also provides helpful support for dealer complaints about unfair pricing practices. It will likely be cited and relied upon in many subsequent court decisions.

## **Cigarette Tax Increase**

On June 3, 2008, the New York State tax on a pack of cigarettes will rise to \$2.75 per pack. The increase of \$1.25 per pack is due to legislation passed in this year's State Budget. The New York City cigarette tax will also increase by twenty-five cents and will go from \$3 per pack to \$3.25.

This new tax will require retailers and wholesalers to pay a floor tax on all cigarettes in inventory. Retailers will need to take inventory of their cigarettes by the close of business June 2, 2008 and file a tax return with the New York State Department of Taxation and Finance using form CG-11 "Cigarette Floor Tax Return."

If the total due on the inventory is \$500 or less, the full amount is due by August 20, 2008. If the amount of the floor tax is over \$500, the tax may be paid in two installments with twenty five percent is due by August 20, 2008 and the balance paid by December 22, 2008. According to State Tax, the floor tax form, CG-11 has been sent to licensed tobacco retailer. If a retailer did not receive the form, contact the Tax Department at 1-800-748-3676, or the Association Office.

Retailers should expect spot checks by State Tax personnel, who indicated that they will be sending auditors to a number of licensed retailers on the second and third of June.

Does the State really believe it will make money with this tax?

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## **Valero Unveils Cash and Credit Discount At Pump**

*The following article is reprinted from the 05/25/08 issue of Oil Express*

Valero is about to roll out a new pricing strategy at the pump – discount for cash and

its proprietary credit card – in an effort to help marketers cope with crippling card costs. The company will also provide marketers with free signage promoting the new offer. At the same time, it plans to increase CRIND limits by amounts ranging from \$25 to \$50, depending on the card.

Valero calls the new program Pump A Discount (PAD), a name it has trademarked. The price at the pump will automatically roll back if a consumer uses Valero's fee-free proprietary card; cash customers will have to pay inside to get the discount.

It will be up to marketers to decide how much of a discount to offer. At a processing fee of 2%, the savings on \$4/gal would be 6-8 cts/gal, depending on how retailers handle transaction fees and their cash/card ratio. They also have the option of tying the discount to just the Valero card, rather than both card and cash.

Marketers do not need to change ID signs. Valero will provide freestanding, five-foot signs that marketers can place where they wish. Pump toppers, pole wraps and other POP can be purchased. Valero hails the PAD initiative as the first of its kind. Although BP and Shell have tested discount-for-credit, they have yet to roll it out.

Valero has been updating its EPOS software to allow for the discount deal for the past few months. Jobbers who do not install the new software by month's end have been warned that they will have to pay a \$500 / month penalty, sources say.

"Every retailer is suffering from the high cost of credit card fees. Rather than trim little bits off card fees to address this, this program is our response, which we think is a more meaningful one," says Eric J. Moeller, Valero's wholesale marketing VP.

In other news, CRIND limits go up June 1. The limit for the Valero Private Label Card

will increase from \$100 to \$150. The limits for Visa, Master Card, Discover and AMEX will go up from \$75 to \$100. Also, Valero will continue its 10cts credit card promotion through Sept. 30 after seeing a 150% jump in new accounts in April.

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### **New Credit Card Compliance Standards**

This week on Tuesday, June 3, President Bush signed into law the Credit and Debit Card Receipt Clarification Act (H.R. 4008), which helps to clarify the requirements of what retailers print on credit and debit card receipts.

The legislation only deals with any receipt provided to a consumer at a point of sale or transaction between December 4, 2004, and June 3, 2008. Receipts issued during this time frame that contain shortened credit or debit card numbers but also print the expiration date shall not be considered acts of "willful noncompliance" with the law by reason of printing such expiration date on the receipt.

However, effective June 4, 2008, all retailers must not print any expiration dates on the receipts that they give to the consumers or they will be considered in "willful noncompliance." Please be sure to review the Federal Trade Commissions' business alert on the specifics of credit and debit card receipts you give your customers.

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### **Senate Credit Card Interchange Fee Legislation**

On Thursday, Senator Richard Durbin (D-IL) introduced the "Credit Card Fair Fee Act of 2008," legislation that addresses the biggest credit card fee of all - the interchange fee, which cost Americans \$42 billion last year. The House version of the

bill was introduced in March by Rep. John Conyers (D-MI) and Chris Cannon (R-UT) and has received bipartisan support.

With a collective market share of approximately 80 percent, Visa and MasterCard operate like price-fixing cartels, each one imposing oppressive credit card interchange fees and rules on merchants on a 'take-it-or-leave-it' basis. According to Senator Durbin, the legislation introduced today "will protect consumers and retailers by preventing credit card companies from using their market power to charge unreasonable fees through an unfair process."

When introducing the bill, Durbin told the Senate: "Higher interchange fees for businesses mean higher costs for retailers and consumers. Every time you make a purchase with plastic, the bank that issued your credit card gets a cut of the sale amount. American businesses and consumers are getting nickled and dimed by the big banks, who end up making billions from these hidden fees. Interchange fees need to be fairly and transparently negotiated between the merchants and the credit card companies who represent the banks' interests so working Americans don't get shortchanged."

Late last month, Senator Durbin, along with Senators Snowe, Kohl and Specter, sent letters to Visa and MasterCard asking for a detailed explanation of the process by which they set their interchange fee rates. According to a statement by Senator Durbin, responses by the card companies again failed to adequately explain how they decide what interchange rates to charge.

Interchange fees amount to approximately \$2 of every \$100 spent using credit cards. These fees inflate the cost of nearly everything consumers buy whether they use plastic, cash, check or food stamps. In effect, most consumers are taking two hits to

their wallet: one from the interchange fee and ones from the fees in their statement.

"Interchange fees are the biggest credit card fee you've never heard of," added Armour. The \$42 billion in interchange fees paid by retailers and consumers in 2007 dwarfed most other credit card fees put together, including late fees, over-the-limit fees, annual fees and inactivity fees. "If we do not act now, we will continue down the road of unaccountable fee-setting which will lead to more harm to retailers and consumers in the form of high fees."

The credit card industry has come under increased scrutiny from the public, consumer groups, the Federal Reserve, and Congress in the past three years for their unfair credit card practices, policies and fees. Interchange fees have been the subject of hearings three times in recent years under both the Republican and Democratic Congresses.

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#### **A.48 (Lafayette) Car Repair Warranties**

The subject bill amends the vehicle and traffic law in relation to repair work guarantees, and the time period in which complaints against motor vehicle repair shops may be made. It establishes a warranty on the labor and parts supplied by automobile repair shops and a time period in which complaints against such repair shops can be made.

The bill extends the warranty to labor and parts, which would be warranted for three months, three thousand miles or to thirty days after the discovery of a faulty repair, which in the judgment of the Department of Motor Vehicles, (DMV), could not have reasonably been discovered in 90 days. However, in no event shall the DMV accept such complaint more than six years from the date of such repair. This bill requires the

Commissioner of Motor Vehicles to accept complaints.

Current law provides that the Department of Motor Vehicle may accept a complaint on a repair for ninety days or three thousand miles. Extending the period to thirty days and up to years after a problem has surfaced is unreasonable. There are many repairs on a vehicle which are subject to wear from driver abuse or vehicle conditions. For example, brakes may last for ten thousand or one hundred thousand miles depending on the driver. This holds trues for other mechanical parts such a clutches and power steering.

The association maintains that the current law serves the public interest and therefore this bill should be defeated. The bill is currently in the Committee on Rules. If reported it would go on the assembly Calendar

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#### **Bill No. A.4996 – Repair Estimates**

The subject bill, introduced by Assemblywoman Hooper amends the New York State General Business Law and requires motor vehicle repair shops to give fair and legal estimates for car repairs. The bill is directed at major franchise repair shops. It insinuates that legal and fair estimates are not provided to motorists by the automobile repair industry.

The estimate must be projected to the best of the motor vehicle repair shop's employee's ability and shall describe and outline the prices of necessary parts and labor.

This legislation tries to protect the public with words. The New York State Vehicle and Traffic Law already has the needed language to protect the consumer. The Department of Motor Vehicles is aggressive in its enforcement of the law. This bill

opens enforcement to other possible agencies, which will create confusion. DMV has the interest and all the authority necessary to assure the consumer a quality estimate and repair.

For the above reasons the association and its members oppose this bill and ask it be defeated. The bill currently resides in the Committee on Consumer Affairs and Protection.

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**A10837 (Farrell) – S8021 (Winner)  
Waste Tire Management**

The subject bill amends the New York State Environmental Conservation Law relating to waste tire management. Current law requires tire retailers to include waste tire management and recycling costs in the selling price of a new tire. This bill would allow tire retailers to include waste tire management and recycling costs in the selling price of the tire or make it a separate line item on the bill of up to \$2.50 per tire.

This bill authorizes tire retailers to charge a separate and distinct fee of up to \$2.50 for waste tire management and recycling costs. The fee would be required to reflect the actual waste tire management and recycling costs to the tire retailer and would be listed separately on the invoice and in the published selling price of the tire. The bill also requires the tire retailer to inform the customer that the fee is charged at its sole discretion.

The Waste Tire Management and Recycling Act of 2003 was enacted to ensure the proper management of waste tires in New York State. The law established a \$2.50 charge on every new tire sold. Twenty-five cents of the \$2.50 goes to the retailer to cover their costs associated with used tire disposal.

The current law does not permit tire dealers in New York to add an additional charge to offset the cost incurred for tire disposal. The State tells the industry to add the additional cost into the new tire price. This results in New York tire retailers being in a less than competitive situation. The result is that many sales are going to Border States and Internet sales.

The insufficient \$0.25 per tire reimbursement is significantly lower than the actual costs of disposal of a used tire. This could lead to illegally disposing of waste tires.

This bill will ensure that all tire dealers are reimbursed for their costs and that all used tires will continue to be disposed of properly.

For the above reasons the association supports this bill and urges it becomes law. The bill resides in the Committee on Ways and Means in the Assembly, and the Committee on Rules in the Senate.

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**S.694 (Flanagan) Exempts Coin Operated  
Tire Inflators From Sales Tax**

The subject bill amends the tax law, in relation to exempting coin-operated tire inflation equipment from sales and use taxes. Specifically it exempts coin-operated tire inflation machines used in gas stations or elsewhere from sales and compensating use taxes.

Under current law coin-operated vacuum machines in car wash businesses are exempt from sales and use taxes. The law was amended to permit this exemption due to the problem of collecting this tax from the end user. If permitted, the tax would eliminate the paperwork, and the burden of collecting the taxes on the use of equipment unable to collect pennies. For these reasons, and the financial hardship created by the

extraordinary paperwork burden for many small businesses that provide these services, this bill seeks to exempt coin-operated air machines from sales and use taxes.

The association supports this bill and urges it becomes law. The bill has advanced to the third reading on the Senate calendar.

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### **From The June 10<sup>th</sup> Energy Information Administration Report – Oh Well**

Regular gasoline is expected to average \$3.78 per gallon in 2008, or 97 cents above the 2007 average price. The U.S. average regular gasoline price, currently over \$4 per gallon, is projected to peak at \$4.15 per gallon in August. Retail diesel fuel prices are projected to average \$4.32 per gallon in both 2008 and 2009, an increase of \$1.44 per gallon over the 2007 average.

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### **Minimum Age For Cashiers Who Sell Alcoholic Beverages**

The regulations for clerks who sell alcoholic beverages taken from page 7 of the State Liquor Authority Handbook are as follows:

1. Clerks and cashiers who handle and receive payment for alcoholic beverages in drug stores, grocery stores and convenience stores must be at least 16 years old and must be supervised by someone who is at least 18 years old.
2. Clerks and cashiers in liquor and/or wine stores must be at least 18 years old.

**WORKERS' COMPENSATION  
SAFETY GROUP #536  
DECLARED DIVIDENDS  
HAVE AVERAGED 34% FOR  
THE PAST EIGHT YEARS**

### **DMV Record Retrieval**

DMV record retrieval is available to association members and affiliates at a cost of \$12 per record. Additionally, you may order DMV certified paper abstracts of drivers license, vehicle registration, and vehicle title records for an additional fee of \$2 per abstract. To use this service, please call 518-452-4367 or 716-656-1035

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### **We Have Changed Our Web Address**

The Association is pleased to announce a new web site. The old website has been completely revamped to provide you with easier faster access to the information you need. The new address is

**[www.nysassrs.com](http://www.nysassrs.com)**

Our e-mail address has changed to:

**[state@nysassrs.com](mailto:state@nysassrs.com)**

In addition to being able to read back issues of newsletters, and providing you with links to important sites we have added a bulletin board to keep you better informed as stories break.

**WARNING**

**YOU CANNOT DO  
INSPECTIONS IF ANY OF  
YOUR EQUIPMENT IS  
MISSING OR INOPERABLE.**

**PERFORMING AN  
INSPECTION UNDER  
THESE CONDITIONS CAN  
RESULT IN REVOCATION  
OR SUSPENSION OF YOUR  
INSPECTION LICENSE.**

**NEW YORK STATE ASSOCIATION OF  
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