NOZZLE & WRENCH

WMDACAR

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INSIDE THIS ISSUE:

2023 legislators passed bills with spending mandates and overrode bills that Governor Hogans vetoed in 2022.

KIRK'S CORNER

Maryland Legislative Session Begins January 10th

By Kirk McCauley, Director Of Member Relations & Government Affairs

In January of 2023, lawmakers came to Annapolis with a historic $5.5 billion budget reserve. Most of the reserve came from Federal Government COVID, money that states received.

2023 legislators passed bills with spending mandates and overrode bills that Governor Hogans vetoed in 2022. The result of this spending spree is a projected deficit of $1.8 billion by 2028. The Maryland Transportation department has proposed a $3 billion dollar cut in transportation spending for projects that were already on the books including road and bridge maintenance, grass cutting, and money to counties for same purpose.

Why does this matter to small business? The 2024 session we will see legislators looking for ways to close the gap on future deficits and not by cutting those mandates back. They will be looking at higher taxes and fees across the board. This is when business becomes a prime target. Unfortunately, most legislators have never had a business, they think businesses manufacture money.

This also puts Lottery online a target for Legislation

Other legislation of concern is a PG county bill already filed that would require attendant to pump gas between the hours of 6 am to mid-night upon request.

Even though Maryland minimum wage went to $15.00 hour on January 1, I think we will see a $20.00 hour minimum wage bill comparable to one passed in California. From the FAST Act to AB 1228: Convenience stores A New Employment Law Era for Fast Food in California Employment Law Report. This could affect franchised food services located in our convenience stores.

We will see a handful of labor bills, which will affect repair facilities as well as C-stores and gas retailers, predictive scheduling, wages paid to managers and overtime rules, classification of a contract worker and how they are paid, and taxes collected.

Continues on page 4

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WMDA/CAR
1532 Pointer Ridge Place
Suite F
Bowie, MD 20716
301.390.0900
wmdacar.com

Swapna Sripada
Director of Operations
301.390.0900, ext 115
ssripada2@wmda.net

Kirk McCauley
Director of Member Relations and Government Affairs
301.390.0900, ext. 114
kmccauley@wmda.net

Continued from cover

We can expect remarkably similar bills in Delaware this year. D.C. council is in year around and always a wildcard.

I will update through January via email and will start live legislative updates with Q&A via zoom in February. We will also change the day of legislative updates; participation was not good last year on Fridays. Involvement of members is essential when it comes to informing legislators of the unintended consequences of bills that are proposed. Just an email or phone call to a legislator's office can make the difference. Legislative Hour with Kirk (more than not, its haft that time or less) When we start, I will run down what we are going to discuss, if that does not affect you or you do not have any questions, you can sign off. Nothing is off the table in these zoom calls, legislative, regulatory issues are all fair game. Swapna will be on call to answer questions or concerns you might have on WMDA/CAR.

Flavor Ban

The flavor ban for tobacco and ESD products will be back in play in Maryland. There will be a legislator who thinks a flavor ban in Maryland will push federal enactment.

The proposed federal ban by FDA sent to White House for approval has been put on hold. Emails and calls to the White House, was effective in putting flavor ban on hold. If you have not done so, send that email now. I will post the original article with contact info to send an email. Keeping up the pressure could make this proposed regulation disappear. action alert

For those that would like to send an email or text to express in their own words, you can use contacts below. Email gives you an area to print your message, do it with respect but to the point.

White House contact information: Provided by Energy Marketers of America

- Text the White House: (302) 404-0880
- Email the White House: https://www.whitehouse.gov/contact/
- Message Type – Select the President

Banning flavored tobacco products will create a crime wave that will be never ending, punishing manufacturers, wholesalers, and retailers, while at the same time no punishment to users, which will create a huge demand for illicit products. Age verification, content of product, tax collection and safety of purchasers will nonexistent. If history is any indication, prohibition does not work, you only must look at alcohol and cannabis to see the crime, deaths and lives that were destroyed by good intention with unintended consequences. You cannot legislate behavior.

CLICK HERE for talking points

January 1, Changes

Minimum Wage Increases

Maryland - Minimum Wage will be $15.00. This is a minimum wage for **all counties**, depending on number of employees minimum wage could be higher(Howard & MOCO)Check posters.

Maryland Minimum Wage and Overtime Law - Employment Standards Service (ESS) - Division of Labor and Industry (state.md.us)

Delaware- Minimum wage $13.25 for All

Minimum Wage - Delaware Department of Labor

D.C. – Minimum Wage $17.05

https://does.dc.gov/sites/default/files/dc/sites/does/publication/attachments/2024%20Living%20Wage%20Poster.pdf

Wage posters are required to be posted.

PG Bag Bill Effective January 1, 2024

Prince Georges County will have a bag bill as of January 1, 2024, our locations will no longer be able to use plastic bags and will be required by law to charge ten cents for a paper bag. There are exceptions, but I do not think any apply to our locations. CB-032 has been tagged the Better Bag Bill, link below for details.

https://www.princegeorgescountymd.gov/departments-offices/environment/laws-regulations/legislative-updates/bag-it-right

Anne Arundel County Bag Bill – Effective January 1, 2024

A.A. bag bill has been tagged "Bring Your Own Bag Plastic Reduction Act" there is a charge for bags, click link below for details.

Bring Your Own Bag Plastic Reduction Act | Anne Arundel County Government (aacounty.org) ■

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www.wmdacar.com/events

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FEBRUARY 24, 2024

8:00 am–5:00 pm

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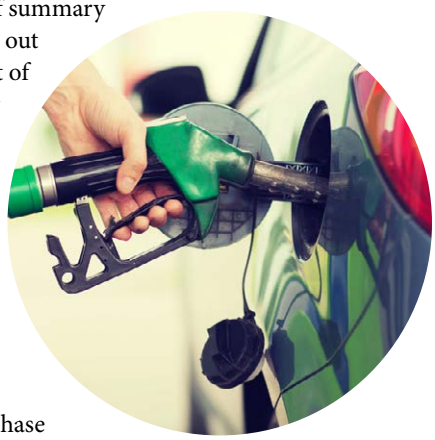
REGISTRATION OPENS SOON!

Documentation is Critical to PMPA and Fuel Pricing Claims

Brought to you by James L. Parsons, Jr., Lynott, Lynott & Parsons, P.A.

If the dispute ends up in litigation, the failure to have such documentation in place can lead to either the dismissal of the dealer's claims, or the entry of summary judgment in favor of the franchisor.

It is not surprising that large rent increases and/or unreasonably high wholesale prices for motor fuel can result in substantial financial hardship to a dealer. Dealers facing this situation may unwittingly have a direct debit from their bank account (*i.e.*, an electronic funds transfer or "EFT") by their franchisor/supplier returned for insufficient funds. This in turn can result in the franchisor issuing a notice of termination of the franchise to the dealer. As I have alluded to in previous articles, there are some protections offered to dealers under the Petroleum Marketing Practices Act ("PMPA") against rent increases that are imposed in bad faith by franchisors. In addition, there may be other remedies under state and federal laws for a franchisor's discriminatory and bad faith fuel pricing practices. Dealers seeking to avail themselves of the remedies under these laws must have sufficient documentation in place to support their claims. If the dispute ends up in litigation, the failure to have such documentation in place can lead to either the dismissal of the dealer's claims, or the entry of summary judgment in favor of the franchisor. A recent case out of the United States District Court for the District of Columbia (*Nasreen v. Capitol Petroleum Group, et al.*: 2023 WL 2734210 (Memorandum Opinion signed March 31, 2023) illustrates the need for such documentation.



In the *Nasreen* case, the franchisor (Anacostia Realty, LLC ("Anacostia")) issued a notice of termination of the franchise agreement based upon (i) several instances in which the payments to the franchisor from the dealer's account were returned for insufficient funds, and (ii) the dealer's failure to meet the minimum purchase requirements in the supply agreement for three consecutive years. After receiving the termination notice, the dealer sued Anacostia, claiming, among other things, that the termination was in violation of the PMPA, and that Anacostia violated the Robinson Patman Act ("RPA") by charging the dealer discriminatory prices for gasoline. Anacostia moved for summary judgment, requesting that the court enter judgment in its favor as to all of the dealer's claims.

As to the PMPA claim, Anacostia argued that was entitled to summary judgment in its favor based upon the bounced EFTs and the dealer's failure to purchase the minimum quantity of gasoline under the supply agreement. The court noted that the PMPA permits the termination of a franchise based upon an event "which is relevant to the franchise relationship and as a result of which termination of the franchise or nonrenewal of the franchise relationship is reasonable." PMPA §2802(b)(2)(C). One of the "events" listed in that section is the "failure by the franchisee to pay the franchisor in a timely manner when due all sums to which the franchisor is legally entitled." PMPA §2802(c)(8). The dealer acknowledged that she had twice failed to pay Anacostia "all sums" "when due." The court rejected the dealer's arguments that she had ultimately paid the amounts and that the PMPA required Anacostia to give her time to cure the bounced EFTs. The court then noted that under the PMPA, a "failure" does not include "any failure for a cause beyond the reasonable control of the franchisee." PMPA §2801(13)(B). While the dealer apparently did not specifically rely on that section, the court found that even if she had, she provided incomplete financial information about her financial position during the time of the bounced the EFTs. Accordingly, the court entered summary judgment in favor of Anacostia on the PMPA claim.

The dealer's second claim was that Anacostia violated Section 2(a) of the RPA by selling gasoline to different dealers (including the plaintiff) at different and discriminatory prices. Anacostia moved for summary judgment on this claim as well, arguing that the dealer failed to support the claim with sufficient evidence, and the court agreed. The court first listed the nine elements of a price discrimination claim under the RPA: (1) two or more consummated sales, (2) reasonably close in point of time, (3) of commodities (i.e. gasoline), (4) of like grade and quality, (5) with a difference in price, (6) by the same seller, (7) to two or more different purchasers, (8) for use, consumption or resale within the United States, (9) which may result in competitive injury.

The evidence provided by the dealer on this claim consisted of alleged statements by Anacostia's district managers and other nearby gas station owners that she was paying a higher price than other Anacostia supplied dealers. The court first pointed out that the statements of the other dealers were inadmissible hearsay, and added that even if the statements were admissible, they were not sufficient to meet the elements of the RPA claim. Specifically, the court found that the dealer's evidence failed to establish four of the nine elements of the RPA claim: two "consummated sales," their closeness in time, the prices paid, and that the gasoline purchased was of "like grade and quality." For this reason, the court entered summary judgment in favor of Anacostia on the dealer's RPA claim. The court also found that the dealer had not presented sufficient evidence to support her state law claims for breach of contract and unjust enrichment, and entered summary judgment in favor of Anacostia on those claims as well.

The Nasreen case illustrates the importance of having detailed and well documented evidence prior to filing a lawsuit. This can possibly be in the form of e-mails, letters, pricing data (such as that derived from OPIS or actual invoices), photographs of street prices of competitors, sworn affidavits, etc. With respect to a PMPA claim, documented evidence showing that a bounced EFT was a direct result of the unlawful actions of the franchisor could possibly assist the dealer in getting past a franchisor's motion for summary judgment. In the context of a price discrimination claim, it is often difficult to obtain the pricing data from other dealers supplied by the same franchisor, so the dealer may have to resort to using OPIS data or street prices from other dealers supplied by the same franchisor. Such data may not always guarantee a successful outcome, but it will put the dealer in a far better position in the context of litigation. ■

Don't Let a Wrench Thrown in Your Supply Chain Make Your Intellectual Property Vulnerable!

Protecting Your IP In the Midst of Automotive Supply Chain Disruptions

Brought to you by Garcia-Zamor Intellectual Property Law, LLC

Ruy Garcia-Zamor, Attorney at Law

Automotive manufacturers and car sellers rely on an effective supply chain in order to get the latest models of awaited vehicles out to their customers. Component manufacturers rely on their intellectual property protections such as patents and licenses to ensure that their competition or suppliers don't make them irrelevant. For the most part, these two elements can exist more or less in harmony. But as we have seen in full force ever since 2020, supply chain disruptions can happen at any moment and they can throw a wrench into everyone's plans.

What can manufacturers and customers do to both stay on their timeline and protect their intellectual property?

What can manufacturers and customers do to both stay on their timeline and protect their intellectual property? Often, the answer comes down to specific and thorough licensing in the intellectual property agreement.

How IP Works In Automotive Supply Chains

In automotive supply chains, auto manufacturers have to receive necessary components from other manufacturers. Likewise, dealers have to receive the cars themselves from automotive manufacturers. Suppliers can patent their processes and designs. They can also protect their "know-how," the practical knowledge that they use to manufacture the component.

When distributing these parts to customers, they may sometimes have to share some of that protected information — such as how a component might work to fit in with the overall auto manufacturing. Because of this, suppliers and customers draft an IP agreement, granting the customer a limited license to use the process, design, or know-how only in a specific situation. This keeps customers from replicating the supplier's process for themselves, while still allowing customers to have the information they need. Typically, these are very exclusive and protective agreements.

The Complicated Nature of Supply Chain Disruptions

Unfortunately, supply chain disruptions can test the boundaries of those IP agreements and limited licenses. In a supply chain disruption, suppliers are unable to provide components in their usual quantity in a timely fashion. The longer this goes on, the more risk the customer has of being able to meet their own quotas and losing the goodwill of their customers.

For instance, if the auto manufacturer can't get their hands on a part they need for the vehicle, that new car line will not be finished on-time. The consumers who were eagerly looking forward to the release of the car may feel frustrated or lied to. They may even look elsewhere in the future.

On the other hand, if the auto manufacturer acts outside of the boundaries of the license granted to them by the supplier — by recreating their process in-house or outsourcing it to another company — that's IP infringement. It could ruin their goodwill with the supplier, and it could get them in a lot of legal trouble. And the supplier has those protections for good reason. Their process is, ultimately, what they bring to the table. It's what sets them apart from the competition. If someone else gets their hands on that IP, the supplier could lose a substantial amount of revenue.

It's a tricky situation, one where both the supplier and the customer's livelihoods are on the line. That's why IP agreements and conditional licenses should be formed to consider potential supply chain disruptions.

How Conditional Licenses Offer Protection For Both Sides

Suppliers need to protect their process, their know-how, their components. Customers need to know that they can still get the supplies they need in a timely fashion. To avoid disruption, the best solution is to craft a conditional license between the supplier and customer, extending the customer's access to the supplier's IP only in certain, necessary situations.

In the event that the supplier is slowed and unable to provide necessary parts to their customers on time, for example, a conditional license might give customers one or two options: either they could manufacture the part in-house with knowledge of the process; or they could order it from a third party manufacturer, imparting that knowledge. When the supplier is working on time and there is no threat of disruption, this condition does not apply. It is essentially an "in case of emergency" conditional license.

If the customer chooses to outsource the product to a second source supplier, the primary source supplier will need to grant a limited license to the second source supplier. This will allow the second source supplier to manufacture and supply the component in this specific instance, while still protecting the primary source supplier's rights overall.

It should be very clear in the conditional license what events could trigger allowance for in-house manufacturing or second-source supply. For instance:

- If the supplier is delayed beyond the deadline for the customer
- If the supplier is unable to meet the volume of demand
- If the supplier can only meet the demand at a price out of budget for the customer

That's why it's essential to have an experienced IP attorney draft your conditional license to avoid any potential blindspots. And that's where Garcia-Zamor can help. We have over 20 years of combined experience in the area if IP law. Contact us today to learn more or to schedule a consultation. ■

Government Affairs Update

By Roy Littlefield IV

Recently, the WMDA/CAR, represented by SSDA-AT on the federal level, has been actively engaged in legislative initiatives, with a primary focus on the REPAIR Act in Congress, estate tax repeal efforts, and adjustments to overtime regulations.

The SSDA-AT-backed REPAIR Act has garnered significant bipartisan support, boasting 48 co-sponsors, evenly split between 24 Republicans and 24 Democrats. Undeterred, SSDA-AT is actively advocating for additional co-sponsors as it progresses through the legislative process.

Following its successful passage through the subcommittee on Innovation, Data, and Commerce, SSDA-AT is now diligently working towards securing a full vote in the House Energy and Commerce committee, aiming to propel the REPAIR Act closer to enactment.

The Biden administration's release of the Fall 2023 Regulatory Agenda has brought attention to the FLSA Overtime final rule, slated for implementation in April 2024. SSDA-AT remains vigilant in monitoring and reporting on any developments related to this crucial regulation.

SSDA-AT is now diligently working towards securing a full vote in the House Energy and Commerce committee, aiming to propel the REPAIR Act closer to enactment.

GOVERNMENT AFFAIRS

Approaching the conclusion of the month, SSDA-AT took a proactive stance by drafting a letter to Congress in support of the Death Tax Repeal Act of 2023. This legislative endeavor seeks to permanently repeal the estate tax, a matter of paramount importance for family-owned businesses, highlighting the ongoing advocacy by SSDA-AT on pertinent issues.

Shifting focus, a significant development occurred within the National Highway Traffic Safety Administration (NHTSA), where interim director Ann Carlson announced her resignation on December 15, effective December 26. Carlson, overseeing investigations into Tesla's Autopilot and efforts to enhance fuel economy standards, attributed her departure to a provision limiting the duration of temporary roles.

Despite stepping down from the director's role, Carlson will continue serving as the chief counsel until the end of January. The responsibility of the acting administrator will be assumed by Sophie Shulman, the NHTSA's deputy administrator, bringing a wealth of experience from various government departments, including the Energy Department and the Transportation Department.

It's worth noting that the NHTSA has grappled with a lack of Senate-confirmed permanent administrators for the majority of the last six years, spanning the Trump administration, marking a noteworthy aspect of the agency's recent history.

Looking ahead, SSDA-AT foresees a surge in legislative activity at both state and federal levels in 2024, underscoring the organization's commitment to addressing industry-related concerns through active participation in the policymaking process. ■

EDITORIAL

FHWA Releases Final Greenhouse Gas Performance Measurement Rule

By Roy Littlefield III

…we encouraged the FHWA to withdraw the rule as they did not have authority to propose the rule for multiple reasons…

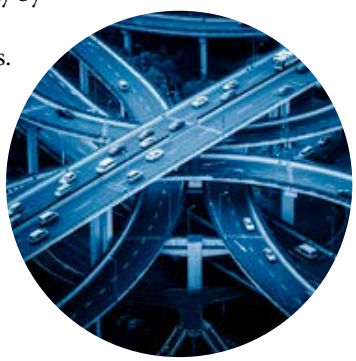
On November 22, the Federal Highway Administration (FHWA) released its long-awaited final rule on Greenhouse Gas Performance Measurement on the National Highway System.

The rule imposes measurement, targeting and reporting requirements on states with the objective of reducing greenhouse gas (GHG) emissions from the transportation sector (specifically, CO2 tailpipe emissions).

As you will recall, SSDA-AT submitted comments to the FHWA in October 2022 on the version of this rule that was proposed.

In our comment letter, we encouraged the FHWA to withdraw the rule as they did not have authority to propose the rule for multiple reasons, including statutory wording and that authorization for such a rule was debated by Congress during consideration of the Infrastructure Investment and Jobs Act and not passed.

The final rule made several changes from the proposal, notably by removing the requirement for a state to set a declining emissions target that would meet the Biden Administration's Net Zero goals.



While the elimination of the need to meet the Biden Administration's Net Zero goals will give states some flexibility in meeting the requirements of this rule, the rule as structured will still require states to set targets to achieve a decline in tailpipe CO2 emissions.

This is especially problematic for states that are growing in population and increasing economic output. Furthermore, states which do not have a strong electric vehicle market also will have difficulty meeting the reduction goals of this rule.

Additionally, SSDA-AT was pleased that the FHWA chose to change the baseline year for measuring reductions in GHG emission levels from 2021 to 2022.

As we stressed in our comments, 2021 was not a realistic or fair baseline as it was still in the middle of the pandemic and economic activity was down significantly compared to future post pandemic years. So, a 2021 baseline would require states to work towards reductions from a low level of CO2 emissions; 2022 as the baseline year is an improvement.

Despite these changes SSDA-AT remain opposed to this rule as we believe it penalizes and/or discourages investments in highways and adding badly needed capacity to our Interstate System. Though the FHWA released its rule last week, the rule has not yet been officially published in the Federal Register.

Once it is published SSDA-AT anticipate there will be potential legal challenges to whether the agency had the authority to propose this rule without congressional authorization.

We believe that the Supreme Court's decision in West Virginia v. EPA requires federal agencies to have clear congressional authorization to introduce rules on Major Questions which we believe this rule does.

Additionally, we expect both the House and Senate will use the Congressional Review Act (CRA) to rescind this rule by the FHWA.

While Congress may pass a CRA on this rule it will undoubtedly be vetoed by President Biden and there will not be enough votes to override his veto. ■

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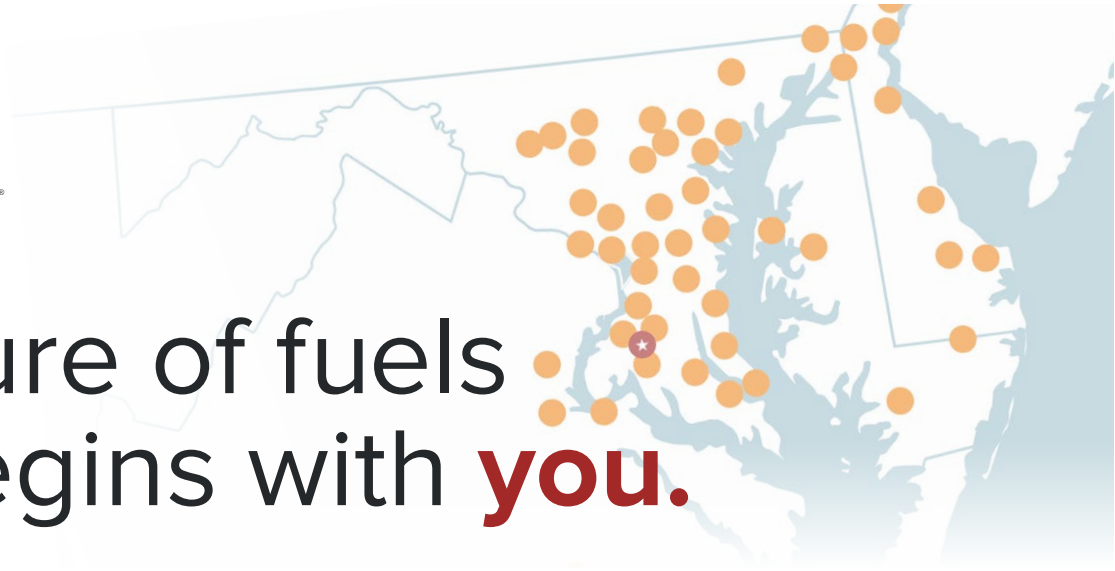

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