



Air Resources Board



Matthew Rodriguez
Secretary for
Environmental Protection

Mary D. Nichols, Chairman
1001 I Street • P.O. Box 2815
Sacramento, California 95812 • www.arb.ca.gov

Edmund G. Brown Jr.
Governor

April 8, 2014

Mr. Andrew Trank
McGard, LLC
3875 California Road
Orchard Park, New York 14127

Dear Mr. Trank:

Thank you for submitting an application requesting the Air Resources Board's (ARB) certification of the McGard Fuel Lock for use with equipment certified under VR-101, VR-102, VR-103, VR-104 and VR-105 series Phase I Enhanced Vapor Recovery (EVR) Executive Orders.

The purpose of the fuel lock is to prevent the syphoning of gasoline from the underground storage tanks. The fuel lock is installed in the pipe fitting below the Phase I EVR fill adapter. As required by Certification Procedure (CP-201), Certification Procedure for Vapor Recovery Systems at Gasoline Dispensing Facilities (GDF), McGard, LLC (McGard) provided material specifications, engineering specifications and drawings of both versions of their Fuel Lock (FL1 (Standard Fuel Lock – 125007) 'Stick Only' version and the FL2 (Sampling Fuel Lock – 125008) 'Stick/Sample' version). Also provided with the application was test equipment and a test procedure that McGard will offer for sale to contractors to allow for testing of the drop tube drain valve with overflow prevention device without requiring removal of the Fuel Lock.

ARB staff conducted an engineering evaluation and determined that an operational test of at least 180 days was required to evaluate the McGard Fuel Lock. The operational test was completed satisfactorily. ARB staff verified that the installation of the McGard Fuel Lock at the Costco Wholesale Gasoline Station in Folsom, California, had no adverse effect on the performance of the Phase I EVR system, and found the Phase I system with McGard Lock met all applicable performance standards and specifications in CP-201. Additionally, McGard has obtained all necessary agency approvals/determinations as required in Section 1.1 of CP-201.

Amendments to Executive Orders VR-101, VR-102, VR-103, VR-104 and VR-105 and their respective Installation, Operation and Maintenance Manuals will be necessary to incorporate the McGard Fuel Lock. This Notice of Intent letter will allow McGard to offer

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website: <http://www.arb.ca.gov>.

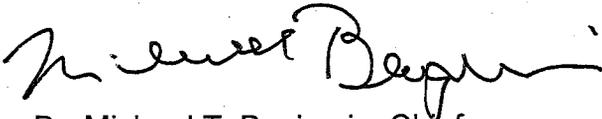
California Environmental Protection Agency

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for sale and sell the McGard Fuel Lock and authorize purchasers to install the Fuel Lock at GDFs in California. In the meantime ARB staff will amend the abovementioned Executive Orders to include the McGard Fuel Lock. Enclosed with this letter are the installation instructions and test equipment necessary to test drop tubes with the Fuel Lock in place. Also enclosed are side-by-side comparison photos of the FL1 'Stick Only' and FL2 'Stick/Sample' versions of the McGard Fuel Lock along with McGard's warranty.

If you have questions regarding this evaluation, please contact Paul Marzilli at (916) 445-7431 or via email at pmarzill@arb.ca.gov or Pat Bennett at (916) 322-8959 or via email at pbennett@arb.ca.gov.

Sincerely,



Dr. Michael T. Benjamin, Chief
Monitoring and Laboratory Division

Enclosure

cc: See next page.

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cc: Jon Adams
San Diego County Air Pollution Control District

Danny Luong
South Coast Air Quality Management District

Magen Holloway
Bay Area Air Quality Management District

James Parsegian
Department of Forestry and Fire Protection

Amit Gupta
Department of Industrial Relations

John Roach
Department of Food and Agriculture

Laura Fisher
State Water Resources Control Board

Pat Bennett, Manager
Monitoring and Laboratory Division

Paul Marzilli
Monitoring and Laboratory Division

Fuel Lock Installation Guide

Note: A removal and Installation of components must be performed by technicians certified by the appropriate manufacturer of the Phase I system.

1 Remove spill container cover.



2 Remove seal cap.



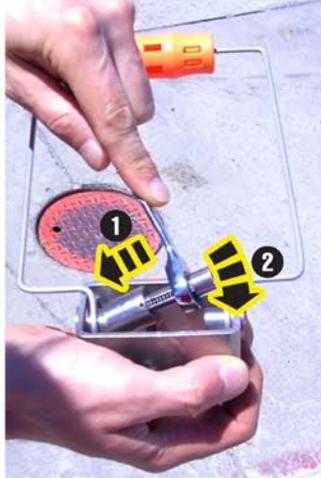
3 Remove adapter.



4 Attach lock onto hanger.



5 Place key tool in lock and tether to wrist.



- 6** Holding hanger, place the lock in pipe/fitting and rotate to align the stick opening (larger of the two openings) in the center of the lock with the opening in the overflow prevention valve (viewed down inside the pipe).



- 7** Tighten one mounting screw until tip is in contact with ID of pipe/fitting, while roughly centering the lock in the pipe/fitting. Leaving lock and hanger in place, remove and reinstall key tool to tighten second mounting screw until snug enough to hold lock in place. Do not over-tighten.



- 8** Remove key tool and hanger and tightly reinstall adapter.



- 9** Re-install key tool into lock, through adapter and tighten screws firmly. Remove key tool.



- 10** Install seal cap.



- 11** Install spill container cover.



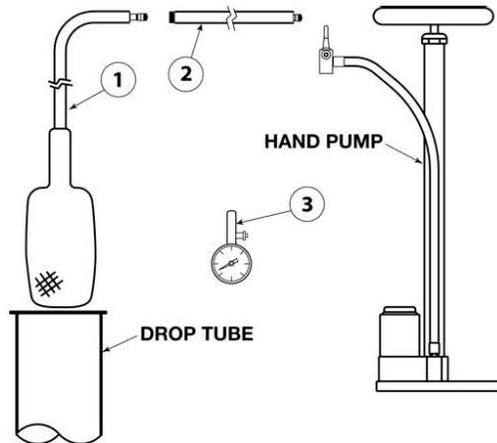
McGard 

Headquarters: 3875 California Road, Orchard Park, NY 14127 U.S.A.
888-888-9192

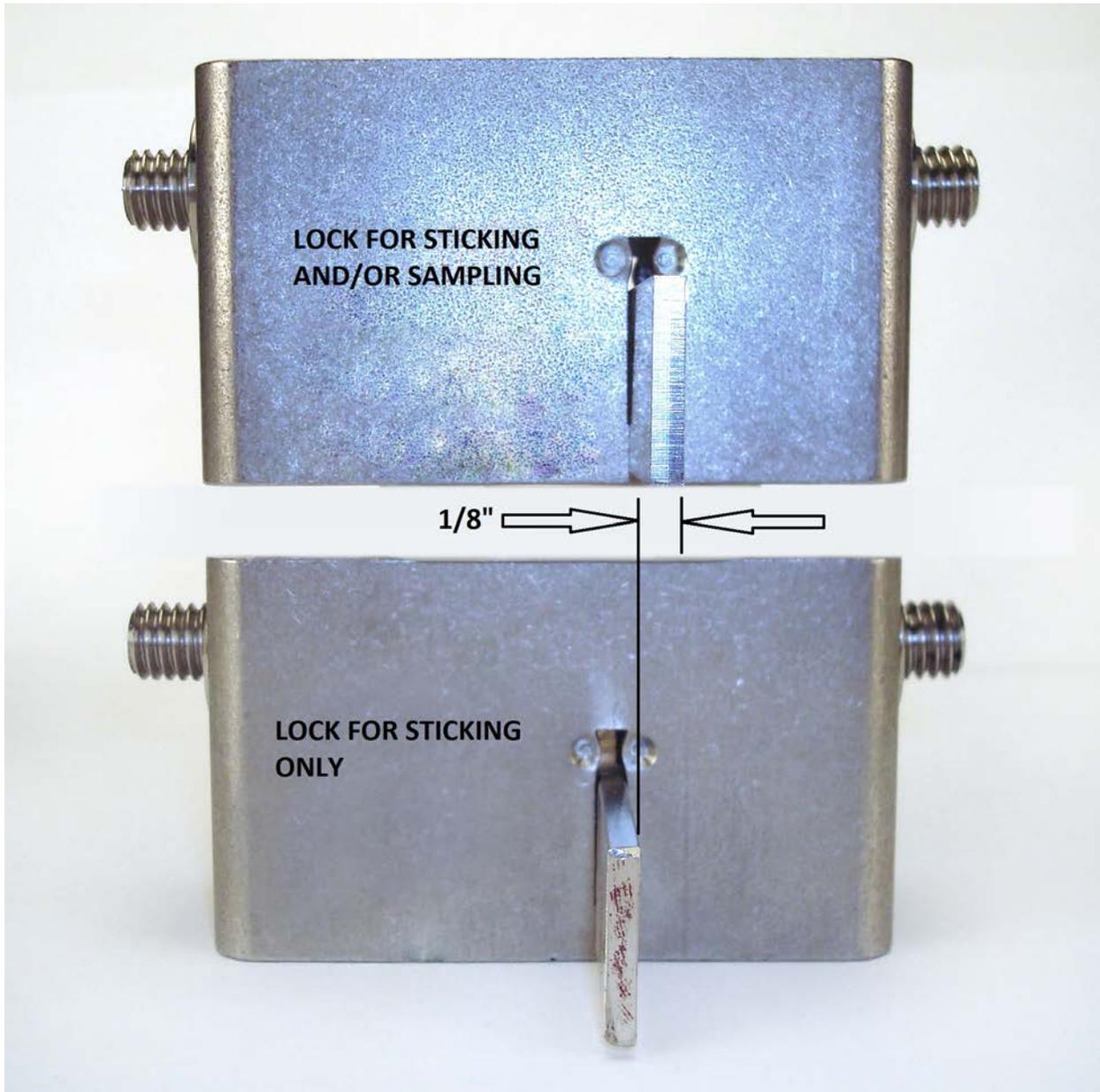
Isolation Instructions for Drop Tubes Utilizing a McGard Fuel Lock

Spill containment drain valves and 4" ID drop tubes must be isolated when performing CA EVR leak test procedures identified in TP-201.1D. In applications using the McGard Fuel Lock, a nitrile test bladder (balloon) encased in a protective fabric bag is used to plug the tube, as follows:

1. The bladder (Item #1) is inserted (fully deflated) through the lock and into the drop tube and positioned at desired point of isolation. **To achieve a bubble tight seal, the fabric protection bag must be soaked (wetted) with oil prior to use. This can be any available motor oil such as 30W or 10W-30.** A 3' extension hose (Item #2) may be used if deeper test point is required.
2. After installation, the bladder is inflated to 15 psi utilizing a basic hand pump or low pressure compressed air (**DO NOT OVER-INFLATE**) and a pressure gage (Item #3). All connections are standard tire valve stems (Schrader Valves).
3. After inflation, disconnect pump and/or gage so test bladder hose can be curled and placed into the drop tube.
4. Install test cap on product adapter and perform leak test procedure.
5. After testing is completed, connect pressure gage (with bleeder valve, Item #3) or remove needle from Schrader valve and manual bleeder valve to fully deflate test bladder. Remove the test bladder from the drop tube and store in a clean (dirt free) plastic bag.



Item	Part Name	Manufacturer	Manufacturer Part No.	Qty
1	Bladder Plug	COB Industries	PSI104	1
2	3 ft. Extension Hose	Cherne Industries	274038	1
3	Pressure Gage w/Bleed Valve	Westward Tools	2HKY6	1



Top Picture – FL2 (Stick/Sampling Fuel Lock)
Bottom Picture – FL1 (Stick Only Fuel Lock)



Left Picture – FL1 (Stick Only Fuel Lock)
Right Picture – FL2 (Stick/Sampling Fuel Lock)

McGard Warranty Statement and Tag

McGard Fuel Locks are fully tested at the time of manufacture to meet the applicable performance standards and specifications to which it was certified by the California Air Resource Board (CARB) for the duration of the warranty period, as indicated in the related CARB Executive Order (EO). Performance standards and specifications are listed in Exhibit 2 (System/Compliance Specifications) and Exhibit 3 (Manufacturing Performance Standards) in the related CARB EO.

McGard warrants that McGard Fuel Lock products installed in California will conform to the warranty terms and conditions required by the California Certification Procedure for Vapor Recovery Systems at Gasoline Dispensing Facilities (CP-201) with respect to (a) transferability of warranties for McGard Fuel Locks, (b) design changes to McGard Fuel Locks, (c) performance specifications of the McGard Fuel Locks, and (d) duration of the warranty period of McGard Fuel Locks.

McGard Fuel Locks are warranted to the initial purchaser, and any subsequent purchaser within the warranty period, for workmanship, performance, and materials when properly installed, used and maintained in accordance with the CARB Approved Installation, Operation, and Maintenance Manuals by certified technicians or an owner/operator as defined in the related CARB EO and to generally accepted industry standards.

McGard reserves the right to make changes in the design or to make additions or improvements with respect to McGard Fuel Locks without incurring any obligation to modify or install same on previously manufactured products, upon written approval from CARB.

McGard reserves the right to change or cancel all or any part of this limited warranty, upon written approval from CARB. Any such change or cancellation will be effective for products sold by McGard after the date of such change or cancellation. No agents, distributors, dealers, or employees of McGard are authorized to make modifications to this warranty or to make additional warranties with respect to any McGard Fuel Locks. Accordingly, any statements made by individuals, whether oral or written, shall not constitute a warranty of McGard and shall not be relied upon.

McGard warrants the workmanship and materials of McGard Fuel Locks to be free of defects, at the time of sale by McGard, for a period of one year (12 months) from the date of installation. When warranty for McGard Fuel Locks cannot be verified to date of installation, claims will be honored for a period of fifteen (15) months from the date of purchase. When warranty for McGard Fuel Locks cannot be verified to date of installation or date of purchase, claims will be honored for a period of eighteen (18) months from date of manufacture by McGard (date of manufacture is engraved on side of lock body). In all cases, installation date or purchase date will require providing formal documentation to McGard as evidence of applicable warranty coverage or date of manufacture will be used to determine duration of warranty period. Formal documentation may include, but is not limited to McGard authorized service company and distributor work orders, startup/installation documentation, maintenance logs, and/or sales receipts.

McGard shall not be liable for any loss or damage whatsoever, including, without limitation, loss in profits, loss in sales, loss of fuel or other products, loss of use of equipment, facilities or service, costs of environmental remediation, diminution in property value, or any other special,

incidental or consequential damages of any type or nature, and all such losses or damages are hereby disclaimed and excluded from this limited warranty.

Use of non-McGard replacement parts, the unauthorized addition of non-McGard items to McGard Fuel Locks, and the unauthorized alteration of McGard Fuel Locks will void warranty. McGard shall, as to each defect, be relieved of all obligations and liabilities under a components warranty if the McGard Fuel Locks have been operated with any accessory, equipment, or a part not specifically approved by McGard and not manufactured by McGard to McGard design and specifications.

McGard Fuel Lock warranty shall not apply to any products which have been mishandled, incorrectly installed or applied, altered in any way, which has been repaired by any party other than qualified technicians, or when such failure is due to misuse or conditions of use (such as, but not limited to, blown fuses, sheared breakaway screws, corrosion damage, negligence, accidents, or normal wear of plastic/rubber parts including scuff guards and seals). McGard Fuel Lock warranty shall not apply to vandalism, theft, acts of terrorism, acts of war, or acts of God (such as, but not limited to, fire, flood, earthquake, or explosion). Unless otherwise expressly provided in a specific McGard written warranty, McGard does not provide coverage for labor or shipping charges, shall not be liable for any costs or charges attributable to any product testing, maintenance, installation, repair or removal, or any tools, supplies, or equipment need to install, repair, or remove any McGard Fuel Lock.

Other than those McGard Fuel Locks specifically designated for fuel concentrations of 85% ethanol with 15% gasoline (E85), McGard Fuel Lock product warranty shall not cover any components that have been in contact with fuel concentrations greater than 15% ethanol or 15% methanol by volume (up to E15/M15).

Claims for McGard Fuel Lock warranty must be submitted in writing promptly after discovery of a defect with a Returned Goods Authorization (RGA) Number from McGard. McGard will honor warranty claims processed through McGard authorized service companies and distributors only. McGard will honor warranty claims submitted no more than thirty (30) days after the end of the applicable warranty period. Product returned for warranty inspection must be shipped freight prepaid to McGard's facilities, with the RGA Number indicated on the returned product, to the following address for inspection:

McGard LLC
ATTN: Warranty Department
3875 California Road
Orchard Park, NY 14127 USA

McGard, upon inspection and after determination of a warranty defect, will at its option, repair or replace defective parts returned to McGard's facility or where the product is in use. Repaired or replaced parts will be returned freight prepaid by McGard.

A copy of this limited warranty is to be retained with the equipment, on-site with the facility owner/operator.

Component Model Number:

Component Date of Manufacturer:

Component Install Date:

Facility Name:

Facility Address:

Installer Name:

Installer Signature:
