

#### U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs
Registration Division (7505P)
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

53883-398

**EPA Reg. Number:** 

Date of Issuance:

12/28/16

#### NOTICE OF PESTICIDE:

X Registration
Reregistration
(under FIFRA, as amended)

Term of Issuance:
Unconditional

Name of Pesticide Product:

CS 15-171 MSM MUP

Name and Address of Registrant (include ZIP Code):

Lisa Adamson Regulatory Manager Control Solutions, Inc. 5903 Genoa-Red Bluff Pasadena, TX 77507

**Note:** Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.

On the basis of information furnished by the registrant, the above named pesticide is hereby registered under the Federal Insecticide, Fungicide and Rodenticide Act.

Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is unconditionally registered in accordance with FIFRA section 3(c)(5) provided that you:

- 1. Submit and/or cite all data required for registration/registration/registration review of your product when the Agency requires all registrants of similar products to submit such data.
- 2. The data requirements for storage stability and corrosion characteristics (Guidelines 830.6317 and 830.6320) are not satisfied. A one year study is required to satisfy these data requirements. You have 18 months from the date of registration to provide these data.

Signature of Approving Official:	Date:
Erik Kraft, Acting Product Manager 24 Fungicide & Herbicide Branch, Registration Division (7505P)	12/28/16

EPA Form 8570-6

- 3. Make the following label changes before you release the product for shipment:
  - Revise the EPA Registration Number to read, "EPA Reg. No. 53883-398."
- 4. Submit one copy of the revised final printed label for the record before you release the product for shipment.

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6. Your release for shipment of the product constitutes acceptance of these conditions. A stamped copy of the label is enclosed for your records. Please also note that the record for this product currently contains the following CSFs:

Basic CSF dated 07/11/2016

If you have any questions, please contact Lisa Pahel by phone at (703) 347-0459, or via email at pahel.lisa@epa.gov.

Enclosure: Acute Toxicology Review dated 11/29/2016, DP435223; Product Chemistry Review dated 12/11/2016, DP435222

# **ACCEPTED** 12/28/2016

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. 53883-398

### **CSI 15-171 MSM MUP**

#### FOR MANUFACTURING USE ONLY

ACTIVE INGREDIENTS:	
Metsulfuron-methyl*	1.1%
OTHER INGREDIENTS:	<u>98.9%</u>
TOTAL:	100.00%

\*CAS Number 74223-64-6



Manufactured for: Control Solutions, Inc. 5903 Genoa Red Bluff Pasadena, TX 77507

EPA Reg. No: 5	3883-XXX
EPA Est. No:	
Net Contents:	

Consumer & Professional Solutions

## KEEP OUT OF REACH OF CHILDREN CAUTION

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact SafetyCall® International for emergency medical treatment at (866) 897-8050.

### PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS

**CAUTION:** Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco.

#### PHYSICAL AND CHEMICAL HAZARDS

Do not mix or allow coming in contact with oxidizing agent. Hazardous Chemical reaction may occur.

#### **ENVIRONMENTAL HAZARDS**

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance contact your State Water Board or Regional Office of the EPA.

#### **DIRECTIONS FOR USE**

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

CSI 15-171 MSM MUP is for use only as an additive for end use formulations of herbicide blends for the following uses:

#### **Terrestrial Non-Food**

- Non-crop industrial sites, including: Airports, military installations, fence rows, roadside and associated rights of way, petroleum tank farms, pipeline and utility rights-of-way, pumping stations, railroads, storage areas, plant sites, governmental and private lands.
- Turf, Industrial (unimproved only)
- Turf, ornamental, such as lawns, parks, cemeteries, and golf courses (fairways, aprons, tees and roughs)
- Sod farms
- Rangelands and Pastures

For use only at a rate of 3.75 - 4.45 gallons per ton (2,000 lbs.) of carrier (0.015% - 0.018% active ingredient in finished product).

Do not apply to fertilizer with a Nitrogen content greater than 34%.

#### STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

**PESTICIDE STORAGE**: Store in a cool, dry area out of reach of children and in such a manner as to prevent contamination with other pesticides, fertilizers, food and feed. Store in original container only.

**PESTICIDE DISPOSAL:** Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

**CONTAINER HANDLING: Non-refillable container.** Do not reuse or refill this container. Offer for recycling, if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or mix tank. Fill the container half full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

**NOTICE:** Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

#### LIMITATION OF WARRANTY AND LIABILITY

The Directions for Use of this product should be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather, presence of other materials or other influencing factors in the use of the product, which are beyond the control of Control Solutions, Inc. or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Control Solutions, Inc. and Seller harmless for any claims relating to such factors.

Control Solutions, Inc. warrants that this product conforms to the chemical description on the

label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with directions under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of Seller or Control Solutions, Inc., and Buyer and User assume the risk of any such use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, CONTROL SOLUTIONS, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IT IS CONTROL SOLUTIONS INC., AND SELLERS INTENTION THAT in no event shall Control Solutions or Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF CONTROL SOLUTIONS, INC., AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF CONTROL SOLUTIONS, INC. OR SELLER, THE REPLACEMENT OF THE PRODUCT.

Control Solutions, Inc. and Seller offer this product, and Buyer and User accept it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of Control Solutions, Inc.