

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460



OFFICE OF
PREVENTION, PESTICIDES
AND TOXIC SUBSTANCES

August 23, 2004

HACO, Inc.
P.O. Box 7190
Madison, WI 53707

5-764527 $\frac{305}{17}$

Attention: Ms. Judith A. Thompson

Subject: Ramik® Brown
EPA Reg. No. 61282-45
Our letter of October 30, 2003
Your resubmissions of December 29, 2003, and July 22, 2004

Purpose The purpose of your submission is to amend this product to add 18 Special Local Need registrations for control of meadow and pine voles in fruit and nut orchards, Christmas tree farms, and commercial nurseries.

Review We note that you have submitted a second Data Matrix to cover data for your source product, since this product is no longer eligible for the formulator's exemption following the transfer of this product from EPA Reg. No. 2393-497 to 61282-45.

We have enclosed a list of the Special Local Need (SLN) products that you have agreed to cancel, effective on the date that we approve this amendment.

Label The labeling for this product under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) is acceptable, provided you submit one (1) copy of final printed labeling to us, with the following change, before you ship your product.

1. At the end of your "CAUTION" section, add these two sentences:

Wear gloves if bait may be handled. Wash thoroughly with soap and water after handling.

Existing stocks Stocks of product with existing labels may be used for twelve (12) months.

Consequence for non-compliance If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6(e). Your release for shipment of the product constitutes acceptance of these conditions.

Questions If you have questions about this letter, please contact me at 703-305-5407 (by phone), 703-305-6596 (by fax), or peacock,dan@epa.gov (by E-Mail).

Sincerely yours,



Daniel B. Peacock, Biologist
Insecticide-Rodenticide Branch
Registration Division (7504C)

- Enclosures**
1. Stamped label
 2. List of SLN Products to be Cancelled
 3. Minimum Type Size Requirements for Final Printed Labels

Letter Dan Peacock, Disk151,A:\Diphacinone\61282-45, add SLN uses to sec 3, 8-19-2004.wpd

3/9
(transferred to
61282-45)

[Front Panel]

RESTRICTED USE PESTICIDE

Due to Hazards to Nontarget Species

For retail sale to, and use by, Certified Applicators or person under their direct supervision and only for those uses covered by the Certified Applicator's certifications.

RAMIK® Brown

Weather Resistant Rodenticide

For use in and around structures and in terrestrial nonfood/nonfeed areas to control commensal rats and mice and in Fruit Tree and Nut [Pecans, Almonds, Walnuts, Filbers/Hazelnuts] orchards, Christmas tree farms tree plantations and commercial nurseries to control voles.

ACTIVE INGREDIENT: Diphacinone	0.005%
INERT INGREDIENTS:.....	- 99.995%
TOTAL	100.000%

KEEP OUT OF REACH OF CHILDREN in EPA Letter Dated

CAUTION

**ADVERTISED
with COMMENTS**

AUG 23 2004

See Side Panel for additional precautionary statements

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

61282-45

[Left/Right Side Panel]

PRECAUTIONARY STATEMENTS

HAZARD TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Keep away from humans, domestic animals and pets. If swallowed, this material may reduce the clotting ability of the blood and cause bleeding.

FIRST AID	
Have label with you when obtaining treatment advice	
If swallowed	<ul style="list-style-type: none">• Call a poison control center, doctor, or 1-800-301-7976 immediately for treatment advice.• Have person sip a glass of water if able to swallow.• Do not induce vomiting unless told to do so by the poison control center or doctor.
If on skin or clothing	<ul style="list-style-type: none">• Take off contaminated clothing.• Rinse skin immediately with plenty of water for 15-20 minutes.• Call a poison control center, doctor, or 1-800-301-7976 immediately for treatment advice.
NOTE TO PHYSICIAN If swallowed, this material may reduce the clotting ability of the blood and cause bleeding. If ingested, administer Vitamin K ₁ , intramuscularly or orally. Repeat as necessary based on monitoring of prothrombin times.	

ENVIRONMENTAL HAZARDS

This product is toxic to mammals and birds. Do not contaminate water when disposing of equipment washwater or rinsate. Do not apply this product directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark.

EPA Reg. No. 2393-497

EPA Est. No. 61282-WI-01

Manufactured For
HACO, Inc.
Madison, WI 53707

NET WEIGHT

DIRECTIONS FOR USE

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

READ THIS LABEL: Read this entire label and follow all use directions and use precautions.

STRUCTURES AND TERRESTRIAL, NONFOOD/NONFEED AREAS FOR NORWAY RAT, ROOF RAT AND HOUSE MOUSE CONTROL

IMPORTANT: Do not expose children, pets or other non-target animals to rodenticides. To help to prevent accidents:

1. Store product not in use in a location out of reach of children and pets.
2. Apply bait in locations out of reach of children, pets, domestic animals and non-target wildlife, or in tamper-resistant bait stations. These stations must be resistant to destruction by dogs and by children under six year of age, and must be used in a manner that prevents such children from reaching into bait compartments and obtaining bait. If bait can be shaken from stations when they are lifted, units must be secured or otherwise immobilized. Even stronger stations are needed in areas open to hooped livestock, raccoons, bears or other potentially destructive animals, or in areas prone to vandalism.
3. Dispose of product container, and unused, spoiled and unconsumed bait as specified on this label.

USE RESTRICTIONS:

For control of Norway rats, roof rats and house mice.

IN AND AROUND STRUCTURES:

Urban areas: May only be used in and around (within 15 ft) of homes, industrial, agricultural, public, port, and terminal buildings, and similar man-made structures. May also be used in transport vehicles (ships, trains, aircraft) and alleys.

Non-urban areas: May only be used in and around (within 15 ft) of homes and agricultural buildings.

TERRESTRIAL, NONFOOD/NONFEED AREAS:

This product may also be used in the following areas: river banks, irrigation ditches, gullies, railroad tracks, fences, and sanitary landfills. All placements must be in tamper-resistant bait stations or deeply into rat burrows.

Note: This weather-resistant bait may be placed at the above sites, even if wet or damp. Do not place bait in areas where there is a possibility of contaminating food/feed or surfaces that come in direct contact with food/feed. Do not broadcast bait.

SELECTION OF TREATMENT AREAS

Determine areas where rats and/or mice will most likely find and consume the bait. Generally, these areas are along walls, by gnawed openings, in or beside burrows, in corners and concealed places, between floors and walls, or in locations where rodents or their signs

have been observed. Protect bait from rain or snow. Remove as much alternative food as possible.

APPLICATION DIRECTIONS: Wear waterproof gloves.

Norway and Roof Rats

Apply 4 to 16 oz. of bait per placement. Place bait at about 15 to 30 foot intervals. Maintain an uninterrupted supply of fresh bait for at least 10 days or until signs of rat activity cease.

House Mice:

Apply ¼ to ½ oz. (1-2 level tablespoons) of bait at 8- to 12-foot intervals. Larger placements (up to 2 oz.) may be needed at points of very high mouse activity. Maintain an uninterrupted supply of fresh bait for at least 15 days or until signs of mouse activity cease.

Follow-up

Replace contaminated or spoiled bait immediately. Wearing waterproof gloves, collect and dispose of all dead rodents and leftover bait properly. To prevent reinfestation, limit sources of rodent food, water, and harborage as much as possible. Where a continuous source of infestation is present, maintain permanent bait stations and replenish with census or toxic bait as needed.

FRUIT TREE ORCHARDS (BEARING AND NONBEARING) FOR PINE AND MEADOW VOLE CONTROL

USE RESTRICTIONS: For control of pine and meadow voles in pome fruit (apples, pears) and stone fruit (peaches, nectarines) tree orchards in these states. Aerial application is only permitted in those following states where aerial is listed next to the state name.

Connecticut
Georgia
Idaho/aerial
Massachusetts

Michigan/aerial
Missouri
Montana/aerial
North Carolina

New Hampshire
Ohio/aerial
Oregon/aerial
Pennsylvania/aerial

South Carolina
Utah/aerial

Virginia/aerial
Vermont/aerial

Washington/aerial
West Virginia/aerial

Timing: Apply after fall harvest (including drops), before new spring growth, and during which three days of rain-free and snow-free weather are expected.

Grazing: Do not graze animals in treated areas.

Hay: Do not use hay cut after application for feed or bedding.

Bare Ground and Unspecified Sites: Do not apply over bare ground or crops unspecified above.

Application Type: Apply only by **hand spot baiting** and **ground broadcasting and aerial broadcast in those states specified above.**

PRE-APPLICATION DIRECTIONS:

Prior to application, examine orchard floor to locate trails and runways systems to be treated.

APPLICATION DIRECTIONS:

Hand Spot Baiting: Place about 1-1/2 oz. of bait in each active hole, trail, or runway at each tree site (10 lbs/acre). Cover each placement with grass or shingle to avoid exposing nontarget organisms.

Ground & Aerial Broadcasting: For aerial application only in those states specified above. For ground application use a commercially-made seed or fertilizer spreader. **Uniformly** apply 20 lb of bait per acre for **Pine Voles** and 10 lb of bait per acre for **Meadow Voles**. To avoid exposing nontarget organisms, **clean up any bait in piles** and return bait to application equipment or dispose of as specified under "Pesticide Disposal".

POST-APPLICATION DIRECTIONS:

If populations are high, make a second application 1-2 months after the first application.

**NUT ORCHARDS [PECANS, ALMONDS, WALNUTS, FILBERS/HAZELNUTS]
FOR PINE AND MEADOW VOLE CONTROL**

USE RESTRICTIONS: For control of pine and meadow voles in Nut Orchards in the following states:

Idaho
Washington

Ohio

Montana

Oregon

Timing: Apply after fall harvest (including drops), before new spring growth, and when three days of good weather are expected. For other USE RESTRICTIONS, PRE-APPLICATION, APPLICATION, AND POST-APPLICATION DIRECTIONS, see use directions for pine and meadow voles in fruit orchards above.

CHRISTMAS TREE FARMS, COMMERCIAL NURSERIES, AND TREE PLANTATIONS FOR PINE AND MEADOW VOLE CONTROL

USE RESTRICTIONS: For control of pine and meadow voles in Christmas Tree Farms, Commercial Nurseries, and Tree Plantations in the following states:

Georgia Michigan Missouri North Carolina
South Carolina Washington

Timing: Apply when three days of good weather are expected. For other USE RESTRICTIONS, PRE-APPLICATION, APPLICATION, AND POST-APPLICATION DIRECTIONS, see use directions for pine and meadow voles in fruit orchards above.

STORAGE AND DISPOSAL

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

STORAGE: Store only in original closed container in a cool, dry place inaccessible to children and pets. Store separately from fertilizer and away from products with strong odors which may contaminate the bait and reduce acceptability. Carefully swept up and dispose of any spillage as in the "PESTICIDE DISPOSAL".

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

CONTAINER DISPOSAL:

PLASTIC: Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

FIBER BOX WITH PLASTIC BAG LINER: Completely empty bag by shaking and tapping sides and bottom. Then dispose of empty bag in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned stay out of smoke. If box is contaminated and cannot be reused, dispose of in the same manner.

FIBER DRUMS WITH LINER DISPOSAL: Completely empty liner by shaking and tapping sides and bottom. Dispose of liner in a sanitary landfill or by incineration if allowed by state and local authorities. If fiber drum in contaminated, puncture and dispose of in same manner; otherwise, offer drum for recycling or reconditioning.

**CONDITIONS OF SALE AND LIMITATION
OF WARRANTY AND LIABILITY**

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.

Manufacturer and Seller warrant 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 Manufacturer, and Buyer and User assume the risk of any such use. **MANUFACTURER AND SELLER MAKE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.**

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Manufacturer and Seller offer this product, and Buyer and User accept it, subject to the foregoing conditions of sale and limitations of warranty and of liability, which may not be modified except by written agreement signed by a duly authorized representative of Manufacturer.