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

SEPA United States Environmental Protection Office of Pesticide Programs

JUN 3 0 2009

Andrew Kieniksman Pace International, LLC 5661 Branch Road Wapato, WA 98951

Pac-Chlor 12.5% Subject: EPA Registration No.64864-55 Submission Dated: March 11, 2009 Receipt Dated: April 2, 2009

(1)

Dear Mr. Kieniksman:

This amendment submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, is acceptable with a condition.

Condition:

You must revise the "Container Disposal" language on your label to comply with PR-Notice 2007-4.

General Comments:

A stamped copy of the labeling accepted with a condition is enclosed. Submit one copy of your final printed labeling before distributing or selling the product bearing the revised labeling.

Should you have any questions or comments concerning this letter, please contact Wanda Henson at (703) 308-6345.

Sincerely,

Jarde

R Emily H. Mitchell Product Manager - Team 32 **Regulatory Management Branch II** Antimicrobials Division (7510P)

Label text for EPA Reg. No. 64864-55

Pac-Chlor 12.5%

For post-harvest sanitization of organisms causing decay of fruits and vegetables.

1.2 lbs available chlorine/gallon

EPA Reg. No. 64864-55

EPA Est. No. 64864-WA-1

KEEP OUT OF REACH OF CHILDREN DANGER

<u>FIRST AID</u> Have the product container or label with you when calling a poison control center or doctor, or going for treatment.		
lf in eyes	 Hold eye open and rinse slowly and gently with water for 15 – 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. 	
lf on skin or clothing	 Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 – 20 minutes. Call a poison control center or doctor for treatment advice. 	
If swallowed	 Call a poison control center or doctor 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 a poison control center or doctor. Do not give anything by mouth to an unconscious person. 	
lf inhaled	 Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice. 	
Probal	NOTE TO PHYSICIAN ble mucosal damage may contraindicate the use of gastric lavage.	

Net Contents: 5 Gallons / 53 Gallons

DOT Shipping Name: Hypochlorite Solutions, 8, UN 1791, III

Distributed by: Pace International, LLC 5661 Branch Road Wapato, WA 98951 800-936-6750 ACCEPTED with COMMENTS EPA Letter Dated:

JUN 3 0 2009

Under the Federal Insecticide, Fungicide, and Rodenticide Act as amended, for the pesticide, registered under EPA Reg. No. 64864-55 Label text for EPA Reg. No. 64864-55

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS

DANGER. Corrosive. May cause severe irritation or chemical burns to broken skin. Causes eye damage. Wear goggles or face shield and rubber gloves when handling this product. Wash thoroughly after handling. Remove and wash contaminated clothing promptly. Avoid breathing vapors and mist. Use with adequate ventilation. Vacate poorly ventilated areas as soon as possible. Do not return until odors have dissipated.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish and aquatic organisms. 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 Systems (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product into sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your state water board or regional office of the EPA.

PHYSICAL AND CHEMICAL HAZARDS

Strong oxidizing agent. Mix only with water according to label directions. Mixing this product with chemicals (e.g. ammonia, acids, detergents, etc.) or organic matter (e.g. urine, feces, etc.) will release chlorine gas which is irritating to eyes, lungs and mucous membranes.

DIRECTIONS FOR USE

IT IS A VIOLATION OF FEDERAL LAW TO USE THIS PRODUCT IN A MANNER INCONSISTENT WITH ITS LABELING.

SANITIZATION OF NONPOROUS FOOD CONTACT SURFACES

RINSE METHOD: A solution of 100 ppm available chlorine may be used in the sanitizing solution if a chlorine test kit is available. Solutions containing an initial concentration of 100 ppm available chlorine must be tested and adjusted periodically to insure that the available chlorine does not drop below 50 ppm. Prepare a 100 ppm sanitizing solution by thoroughly mixing 1 oz of this product with 10 gallons of water. If no test kit is available, prepare a sanitizing solution by thoroughly mixing 2 oz of this product with 10 gallons of water to provide approximately 200 ppm available chlorine by weight.

Clean equipment surfaces in the normal manner. Prior to use, rinse all surfaces thoroughly with the sanitizing solution, maintaining contact with the sanitizer for at least 2 minutes. If solution contains less than 50 ppm available chlorine, as determined by a suitable test kit, either discard the solution or add sufficient product to reestablish a 200 ppm residual. Do not rinse equipment with water after treatment and do not soak equipment overnight.

Sanitizers used in automated systems may be used for general cleaning, but may not be re-used for sanitizing purposes.

AGRICULTURAL USES – FRUIT & VEGETABLE SANITIZATION

APPLICATION: For recommended concentration of available chlorine for various agricultural commodities to be treated, see table below. To obtain a 100 ppm solution of chlorine, add one ounce of Pac-Chlor 12.5% to 10 gallons of water. Use of an acid buffer to control pH is highly recommended. For other application rates, dilute accordingly.

<u>Note:</u> This product degrades with age. Monitoring chlorine level and increasing dosage, as necessary, is recommended to obtain the required level of available chlorine. Since chlorine reacts readily with dirt and other organic matter in dip tanks, the concentration should be checked at least three to four times each day by use of chlorometric or titrimetric kit. Once opened, use the entire contents of the container within 30 days.

Recommended levels of chlorine: <u>Commodity</u> Apple Artichokes Asparagus Brussels Sprouts Carrots Cauliflower Celery Cherry Chopped Cabbage ² Chopped Lettuce ² Citrus Fruit Cucumbers Green Onions Melons ⁵ Mushrooms ³	ppm of available chlorine to use 150-200 100-150 125-150 100-150 100-200 300-400 100-110 75-100 80-100 125-200 300-350 75-120 100-150 100-150 100-150
Cucumbers	300-350
Green Onions	75-120
Melons⁵	100-150

Note:

- 1. Concentration given for use in flow through washer systems only.
- 2. After treatment, the adhered moisture must be removed by a centrifugation process.
- 3. After treatment with the chlorinated water, mushrooms must be treated with an approved anti-oxidant to prevent browning.
- For treating peppers in a dump tank use 100-135 ppm Cl₂;
 For treating potatoes in a pit system use 100-150 ppm Cl₂;
 For treating tomatoes in a dump tank system use 70-120 ppm Cl₂.
- 5. For hydro-cooler use 10 ppm.

STORAGE & DISPOSAL

Do not contaminate food, or feed by storage, disposal or cleaning of equipment. **Pesticide Storage:** Store this product in a cool, dry, well-ventilated area away from direct sunlight and heat to avoid deterioration. In case of spill, flood areas with large quantities of water. **Pesticide Disposal:** Product or rinsate that cannot be used should be diluted with water and disposed of in a sanitary sewer.

Container Disposal: Rinse empty container thoroughly with water and either return it to manufacturer, or discard by placing in trash collection.

IMPORTANT: Read the information below before using this product. If the terms are not acceptable, you should return the unopened product container immediately for a complete refund.

LIMITED WARRANTY, TERMS OF SALE, AND LIMITATION OF LIABILITY

Upon purchase or use of this product, purchaser and user agree to the following terms: <u>Warranty</u>: Pace International, LLC (the Company) warrants that this product conforms to the chemical description on the label in all material respects and is reasonably fit for the purpose referred to in the directions for use, subject to the exceptions noted below, which are beyond the Company's control. The Company makes no other representation or warranty, express or implied, concerning the product, including no implied warranty of merchantability or fitness for a particular purpose; no such warranty shall be implied by law, and no agent or representative is authorized to make any such warranty on the Company's behalf.

<u>Terms of Sale</u>: The Company's directions for use of this product should be followed carefully. It is impossible to eliminate all risks inherently associated with use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, and the manner of use or application (including failure to adhere to label directions), all of which are beyond the Company's control. All such risks are assumed by the user. Sale of this product is governed by the internal laws of the state of Washington; any action with respect to this product shall be brought exclusively in the state or federal courts located at Seattle, Washington U.S.A.

Limitation of Liability: The exclusive remedy against the Company for any cause of action relating to the handling or use of this product is a claim for damages, and in no event shall damages or any other recovery of any kind exceed the price of the product which caused the alleged loss, damage, injury or other claim. Under no circumstances shall the Company be liable for any special, indirect, incidental or consequential damages of any kind, including loss of profits or income, and any such claims are hereby waived.

The Company and the seller offer this product, and the purchaser and user accept this product, subject to the foregoing warranty, terms of sale and limitation of liability, which may be varied or modified only by an agreement in writing signed on behalf of the Company by an authorized representative.

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