

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

September 28, 2022

Lei Han, Ph.D Head of Regulatory Affairs SePRO Corporation 11550 N. Meridian Street Suite 600 Carmel, IN 46032

Subject: Registration Review Label Mitigation for Fluridone Product Name: WHITECAP RTU EPA Registration Number: 67690-65 Application Date: 05/17/2019 Decision Number: 587798

Dear Dr. Han:

The Agency, in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended, has completed reviewing all the information submitted with your application to support the Registration Review of the above referenced product in connection with the Fluridone Interim Decision, and has concluded that your submission is acceptable. The label referred to above, submitted in connection with registration under FIFRA, as amended, is acceptable.

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.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 12 months from the date of this letter. After 12 months, you may only distribute or sell this product if it bears this new revised labeling or subsequently approved labeling. "To distribute or sell" is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

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If you have any questions about this letter, please contact Srijana Shrestha by phone at 202-566-2329, or via email at <u>shrestha.srijana@epa.gov</u>.

Sincerely,

< 2 ~

Linda Arrington, Branch Chief Risk Management and Implementation Branch 4 Pesticide Re-Evaluation Division Office of Pesticide Programs

Enclosure: Stamped Label

[ALL VERSIONS: Front of label booklet.]



WhiteCap[™] RTU

For Ponds

READY-TO-USE

[Text in brackets is either marketing claims or brackets act as a placeholder for graphics.] [Controls Listed Aquatic Weeds] [[Controls] [Hydrilla] [Duckweed] [Lily] [Coontail] [Milfoil]] [graphic of Hydrilla] [graphic of Duckweed] [graphic of Lily] [graphic of Coontail] [graphic of Milfoil] [WhiteCap RTU Controls the Entire Weed, Including the Roots]

Active Ingredient:	
Fluridone: 1-methyl-3-phenyl-5-[3-(trifluoromethyl)phenyl]-4(1H)-pyridinone	3.79%
Other Ingredients:	<u>96.21%</u>
Total:	100.00%
One quart contains 0.08 pounds of fluridone.	

KEEP OUT OF REACH OF CHILDREN CAUTION / PRECAUCIÓN

Refer to label booklet for additional Precautionary Statements and Directions for Use including First Aid and Storage and Disposal.

Notice: Read the entire label before using. Use only according to label directions. Before buying or using this product, read Warranty Disclaimer and Misuse statements in label booklet. If terms are unacceptable, return at once unopened.

EPA Reg. No. 67690-65 FPL20210720

EPA Est. No.	
[P/N]	

WhiteCap is a trademark of SePRO Corporation.

SePRO Corporation • 11550 N. Meridian St., Suite 600 • Carmel, IN 46032, U.S.A.

Aquatic Herbicide

ACCEPTED
Sep 28, 2022
Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. 67690-65

Net contents _____ (Non-refillable)

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS

ENVIRONMENTAL HAZARDS

Do not apply directly to water except as specified on this label. Do not allow pesticide to enter or run off into storm drains, drainage ditches, gutters or surface waters. Apply this product in calm weather when rain is not predicted for the next 24 hours to help ensure that the pesticide is not moved out of the treatment area. Trees and shrubs growing in water treated with **WhiteCap RTU** may occasionally develop chlorosis.

Non-Target Organisms Advisory Statement

This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in areas adjacent to the treated site. Protect the forage and habitat of non-target organisms by following label directions intended to minimize spray drift.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling. Read all Directions for Use carefully before applying.

PRODUCT INFORMATION

WhiteCap RTU provides control of most species of aquatic weeds in ponds that have no outflow or limited outflow.

See below for a complete list of weeds controlled, and for a list of weeds partially controlled.

Shake well before use

Use Restrictions

- Unless the pond is privately owned by the applicator, prior to application, consult with appropriate State or local water authorities. Local or State water authorities have authority over public water and permits may be required.
- WhiteCap RTU must not be applied through any type of irrigation system.
- In a single growing season, total combined applications of **WhiteCap RTU** must not exceed 3 quarts per acre foot.
- For 30 days following the last application of **WhiteCap RTU**, do not use water treated with this product to irrigate crops, established turf or ornamental plants.
- Do not use water treated with **WhiteCap RTU** to irrigate seedling crops, seedling grasses or any other new plantings for 60 days following the last application of the product.
- There are no restrictions as to swimming, livestock/pet water consumption or fishing following application of **WhiteCap RTU**.

Use Precautions

- For detailed information on the use of treated water for irrigation,
- The effectiveness of WhiteCap RTU may be reduced by further dilution of the product or any rapid movement of water. In order to be fully effective, WhiteCap RTU must stay in contact with aquatic weeds for at least 45 days.

How Whitecap RTU Works

The active ingredient of WhiteCap RTU is fluridone which is absorbed quickly by aquatic plant species, while any surplus product is broken down by sunlight. WhiteCap RTU is effective because it controls the weed in its entirety, including the roots. Aquatic plants treated with WhiteCap RTU will wilt and/or turn white in 3 to 6 weeks following application.

APPLICATION INSTRUCTIONS

- Thoroughly shake the product before use.
- Apply WhiteCap RTU when it is dry and sunny with little or no wind.
- Begin application when weeds are beginning to grow. WhiteCap RTU is most effective if it is applied when weeds are actively growing.
- Apply WhiteCap RTU to man-made or natural ponds that have limited or no outflow.
- Apply WhiteCap RTU directly into the water either in one location or multiple locations. The product will mix throughout the pond.
- If there is an algae infestation, apply WhiteCap RTU in conjunction algaecide.

Rate of Application

Apply WhiteCap RTU in accordance with the following application schedules.

Application	Application Day	Amount of WhiteCap RTU for a 0.5 acre pond with 4 foot average pond depth	Amount of WhiteCap RTU for a 1 acre pond with 4 foot average pond depth
		Amount in Quarts	Amount in Quarts
1	Day 1	2	4
2	Day 21	1	2
3	Day 42	1	2

Schedule 1: Aquatic Weed Control

If you are applying **WhiteCap RTU** into a pond that is a different size, or has a different average depth from the depths listed in Schedule 1, calculate the amount of product to apply using the following formula (round up the result to nearest 0.5 of a quart).

Application	Application Day	Formula
1	Day 1	Pond area (in acres) x Pond average depth (in feet) = Quantity of WhiteCap RTU to apply (in quarts)
		Example : 1.7 acre pond x 6.0 foot average depth = 1 0.2 (rounded up to 10.5 quarts)
2	Day 21	Pond area (in acres) x Pond average depth (in feet) x 0.5 = Quantity of WhiteCap RTU to apply (in quarts)
		Example: 1.7 acre pond x 6.0 foot average depth x 0.5 = 5.1 (rounded up to 5.5 quarts)

3	Day 42	Pond area (in acres) x Pond average depth (in feet) x 0.5 = Quantity of WhiteCap RTU to apply (in quarts)
		Example: 1.7 acre pond x 6.0 foot average depth x 0.5 = 5.1 (rounded up to 5.5 quarts)

Whitecap RTU Will <u>Control</u> the Following Aquatic Weeds:

- Bladderwort
- Coontail, common
- Duckweed, common
- Egeria or Brazilian Elodea
- Elodea, common
- Fanwort or Cabomba
- Hydrilla
- Naiad
- Paragrass
- Most Pondweeds
- Spatterdock
- Most Watermilfoils
- Water-lily

Whitecap RTU Will <u>Partially Control</u> the Following Aquatic Weeds:

- Alligatorweed
- American eelgrass /Tapegrass
- American lotus
- Barnyardgrass
- Cattail
- Giant cutgrass
- Limnophila
- Parrotfeather
- Pondweed, Illinois
- Reed canarygrass
- Salvinia
- Smartweed
- Southern watergrass
- Spikerush
- Torpedograss
- Watermilfoil, variable-leaf
- Waterprimrose, creeping
- Waterpurslane
- Watermeal, common[†]

[†]For partial control of watermeal, see schedule 2 below.

Schedule 2: Application Rates for The Partial Control of Watermeal[†]

Application	Application Day	Amount of WhiteCap RTU for a 0.5 acre pond with 4 foot average pond depth	Amount of WhiteCap RTU for a 1 acre pond with 4 foot average pond depth
		Amount in Quarts	Amount in Quarts
1	Day 1	3	6
2	Day 21	1.5	3
3	Day 42	1.5	3

[†] The application rates in Schedule 2 controls all the aquatic weeds listed on the label except watermeal which is only partially controlled with the Schedule 2 application rates.

IMPORTANT: In a single growing season, total combined applications of **WhiteCap RTU** must not exceed 3 quarts per acre foot. Refer to *Use Restrictions* (above).

If you are applying **WhiteCap RTU** into a pond that is a different size, or has a different average depth from those in Schedule 2, calculate the amount of product to apply using the following formula (round up the result to nearest 0.5 of a quart).

Application	Application Day	Formula
1	Day 1	Pond area (in acres) x Pond average depth (in feet) x 1.5 = Quantity of WhiteCap RTU to apply (in quarts)
		Example : 1.7 acre pond x 6.0 foot average depth x 1.5 = 15.3 (rounded up to 15.5 quarts)
2	Day 21	Pond area (in acres) x Pond average depth (in feet) x 0.75 = Quantity of WhiteCap RTU to apply (in quarts)
		Example: 1.7 acre pond x 6.0 foot average depth x 0.75 = 7.65 (rounded up to 8 quarts)
3	Day 42	Pond area (in acres) x Pond average depth (in feet) x 0.75 = Quantity of WhiteCap RTU to apply (in quarts)
		Example: 1.7 acre pond x 6.0 foot average depth x 0.75 = 7.65 (rounded up to 8 quarts)

1 Acre foot of water =

1-acre surface area of water with an average depth of 1 foot.

Example 1: a pond with 1 acre of surface area with an average water depth of 6 feet = 6-acre feet of water

Example 2: a pond with 4 acres of surface area with an average water depth of 6 feet = 24-acre feet of water

STORAGE AND DISPOSAL

Pesticide Handling and Storage: Keep container stored with nozzle in closed position. Store product in original container in a safe place away from direct sunlight. Keep from freezing. **Pesticide and Container Disposal:** Nonrefillable container. Do not reuse or refill this container. If Empty: Place in trash or offer for recycling if available.

<u>If Partly Filled:</u> Call your local solid waste agency for disposal instructions. Never place unused product down an indoor or outdoor drain.

Warranty Disclaimer: SePRO Corporation warrants that this product conforms to the chemical description on the product label. Testing and research have also determined that this product is reasonably fit for the uses described on the product label. To the extent consistent with applicable law, SePRO Corporation makes no other express or implied warranty of fitness or merchantability nor any other express or implied warranty and any such warranties are expressly disclaimed.

Misuse: Federal law prohibits the use of this product in a manner inconsistent with its label directions. To the extent consistent with applicable law, the buyer assumes responsibility for any adverse consequences if this product is not used according to its label directions. In no case shall SePRO Corporation be liable for any losses or damages resulting from the use, handling or application of this product in a manner inconsistent with its label.

For additional important labeling information regarding SePRO Corporation's Terms and Conditions of Use, Inherent Risks of Use and Limitation of Remedies, please visit <u>http://seprolabels.com/terms</u> or scan the image below.



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[ALL VERSIONS: Base label.]



WhiteCap[™] RTU

For Ponds

READY-TO-USE

SePRO FAMILY OF PRODUCTS

Visit the SePRO website to learn more about the SePRO family of products for the best solution to your toughest pond and lakeshore aquatic weed and algae problems.

[Insert picture of SePRO Total Pond products]

STORAGE AND DISPOSAL

Pesticide Handling and Storage: Keep container stored with nozzle in closed position. Store product in original container in a safe place away from direct sunlight. Keep from freezing. **Pesticide and Container Disposal:** Nonrefillable container. Do not reuse or refill this container. If Empty: Place in trash or offer for recycling if available.

<u>If Partly Filled:</u> Call your local solid waste agency for disposal instructions. Never place unused product down an indoor or outdoor drain.

Consumer Promise: 100% Satisfaction Guaranteed

Questions, Comments or Information



Call 1-866-869-8521

Always read and follow label directions. Made in U.S.A.

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Aquatic Herbicide

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[Text accessed through the weblink / QR code. This is NOT part of the printed label]

TERMS AND CONDITIONS OF USE

If terms of the *Warranty Disclaimer* and *Misuse* provisions on the product label as well as the *Inherent Risks of Use* and *Limitation of Remedies* statements below are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. Otherwise, to the extent consistent with applicable law, use by the buyer or any other user constitutes acceptance of the terms under *Warranty Disclaimer, Misuse, Inherent Risks of Use,* and *Limitation of Remedies.*

INHERENT RISKS OF USE

It is impossible to eliminate all risks associated with use of this product. Plant injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including use under conditions noted on the label such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), the presence of other materials, the manner of application, or other factors, all of which are beyond the control of SePRO Corporation or the seller. To the extent consistent with applicable law, all such risks shall be assumed by the buyer and/or user of the product.

LIMITATION OF REMEDIES

To the extent consistent with applicable law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories) shall be limited to, at SePRO Corporation's election, one of the following:

- 1. Refund of purchase price paid by buyer or user for product bought, or
- 2. Replacement of amount of product used.

To the extent consistent with applicable law, SePRO Corporation shall not be liable for losses or damages resulting from handling or use of this product unless SePRO Corporation is promptly notified of such losses or damages in writing. In no case shall SePRO Corporation be liable for consequential or incidental damages or losses.

The terms of the *Warranty Disclaimer* and *Misuse* provisions on the product label and these *Terms* and Conditions of Use, Inherent Risks of Use and Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of SePRO Corporation or the seller is authorized to vary or exceed the terms of the *Warranty Disclaimer* and *Misuse* provisions on the product label and these *Terms and Conditions of Use*, *Inherent Risks of Use* and *Limitation of Remedies* in any manner.