

70506-75

12/19/2005

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U.S. ENVIRONMENTAL PROTECTION AGENCY
Office of Pesticide Programs
Registration Division (117505C)
401 "M" St., S.W.
Washington, D.C. 20460

EPA Reg. Number:
70506-75

Date of Issuance:
DEC 19 2005

Term of Issuance: Conditional

Name of Pesticide Product:
UP-Star Nursery Granular
Insecticide

NOTICE OF PESTICIDE:

Registration
 Reregistration

(under FIFRA, as amended)

Name and Address of Registrant (include ZIP Code):

United Phosphorus, Inc
423 Riverview Plaza
Trenton, NJ 08611

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/reregistered 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 conditionally registered in accordance with FIFRA sec. 3(c)(7)(A), provided that you:

1. Submit and/or cite all data required for registration/reregistration of your product under FIFRA sec. 3(c)(5) when the Agency requires all registrants of similar products to submit such data; and submit acceptable responses required for reregistration of you product under FIFRA section 4.
2. **Make the following labeling changes:**
 - a) Revise the EPA Registration Number to read "EPA Reg. No.70506-75"
 - b) Add the following to the end of the fourth sentence under Agricultural Use Requirements box, "... notification to workers and restricted-entry-interval".
 - c) On page 4, second paragraph delete, "Bifenthrin, the active ingredient of" from the beginning of the sentence.
3. Submit an one year storage stability study for the proposed product under warehouse conditions along with a corrosion characteristics study. We recommend that observation be made at 0, 3, 6, 9 and 12 months intervals in the storage study.
4. Please submit two (2) copies of your final printed label for before your release the product for shipment. Please refer to the A-79 enclosure for a further description of final printed labeling.

Signature of Approving Official:
George T. LaRocca
George T. LaRocca, Product Manager (13), IB/RD (7505C)

Date:
Dec 19, 2005

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 bearing amended labeling constitutes acceptance of these conditions. A stamped copy of the label is enclosed for your records.

If you have any questions regarding this action, please contact BeWanda Alexander of my team at (703) 305-7460.

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UP-Star Nursery Granular Insecticide

For Agricultural or Commercial Use Only

For use as a quarantine treatment against imported fire ants and for balled and containerized nursery stocks

Active Ingredient:	By Wt.
Bifenthrin*	0.2%
Inert Ingredients:	99.8%
TOTAL	100.0%

*Cis isomers 97% minimum, trans isomers 3% maximum

KEEP OUT OF REACH OF CHILDREN

CAUTION

See other panels for additional precautionary information or see back panel pamphlet for additional precautionary information and complete directions for use.

FIRST AID	
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 or doctor for treatment advice.
NOTE TO PHYSICIAN	
This product is a pyrethroid. If large amounts have been ingested, milk, cream, and other digestible fats and oils may increase absorption and so should be avoided.	
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For emergency medical assistance, call the National Pesticide Information Center at 1-800-858-7378.	

FOR CHEMICAL EMERGENCY: Spill, leak, fire, exposure, or accident, call CHEMTREC 1-800-424-9300.

Manufactured for:
United Phosphorus, Inc.
423 Riverview Plaza • Trenton, NJ 08611
1-800-247-1557 • www.upi-usa.com

EPA Reg. No. 70506-
EPA Est. No.
Net Contents:

ACCEPTED
with **COMMENTS**
In EPA Letter Dated
DEC 19 2005
Under the Federal Insecticide,
Fungicide, and Rodenticide Act,
as amended, for the pesticide
registered under EPA Reg. No.
70506-75

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PRECAUTIONARY STATEMENTS
Hazards to Humans and Domestic Animals

CAUTION

Harmful if absorbed through skin. Avoid contact with skin, eyes or clothing.

Personal Protective Equipment (PPE):

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Waterproof gloves
- Shoes and socks

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

User Safety Recommendations:

Users Should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to fish and aquatic invertebrates. Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not apply when weather conditions favor drift from treated areas. Drift and run-off from treated areas may be hazardous to aquatic organisms in neighboring areas. Do not contaminate water when disposing of equipment washwaters or rinsate.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling. Not for use on plants being grown for sale or other commercial use, or for commercial seed production, or for research purposes. For use on plants intended for aesthetic purposes or climate modification and being grown in interior plantscapes, ornamental gardens or parks, or lawns or grounds.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE). The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry to treated areas during the restricted entry interval (REI) of 12 hours. **Exception: if the product is soil-injected or soil incorporated, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.**

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PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil or water, is:
 Coveralls
 Waterproof gloves
 Shoes plus socks

STORAGE AND DISPOSAL

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

Pesticide Storage: Keep out of reach of children and animals. Store in original containers only. Store in a cool, dry place and avoid excess heat. Carefully open containers. After partial use close tightly.

In case of spill, avoid contact, isolate area and keep out animals and unprotected persons. Confine spills.

To Confine Spill: Cover to prevent dispersal. Place damaged package in a holding container. Identify contents.

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

Container Disposal: Paper and plastic bags: Completely empty bag into application equipment. 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.

SITE	USE PATTERN
Ornamentals – trees, shrubs, plants, flowers, conifers, Christmas trees Non-bearing fruit and nut trees and bushes	Soil incorporation into potting media.
Herbs Angelica; balm; basil; borage; burnet; chamomile; catnip; chervil; chive; chive, Chinese; clary; coriander (leaf); costmary; cilantro (leaf); curry (leaf); dillweed; horehound; hyssop; lavender; lemongrass; lovage (leaf); marigold; marjoram; nasturtium; parsley; pennyroyal; rosemary; rue; sage; savory, summer and winter; sweet bay; tansy; tarragon; thyme; wintergreen; woodruff; and wormwood	Soil incorporation into potting media. Minimum preshipment interval is 70 days.

Application Directions for Potting Media: Measure the dry weight of a unit volume of the mix to determine its bulk density. Based on the length of control required, thoroughly mix the appropriate quantity (see chart below) of UP-Star Nursery Granular Insecticide using equipment which will provide uniform distribution in the potting media. For more even distribution, consider premixing UP-Star Nursery Granular with an appropriate amount of sand (1:10).

Bifenthrin, the active ingredient of UP-Star Nursery Granular, is approved under the USDA Plant Protection Imported Fire Ant Quarantine Certification program when used in accordance with USDA guidelines. Use the recommended application rates given in the table below to obtain the length of control required for certification.

Pest	USDA IFA Certification Period (mo)	App. Rate (ppm)	Potting Media Bulk Density* (lbs. UP-Star Nursery Granular per Cubic Yard)					
			200	300	400	500	600	

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Imported Fire Ant	0-6 7-12 13-24 continuous	10 12 15 25	1.0 1.2 1.5 2.5	1.5 1.8 2.25 3.75	2.0 2.4 3.0 5.0	2.5 3.0 3.75 6.25	3.0 3.6 4.5 7.5
Comments: Using the chart as a guide, incorporate the appropriate amount of UP-Star Nursery Granular Insecticide into one cubic yard of potting media based on the known bulk density.							

For General Use on Ornamental Plants outside the scope of USDA guidelines
Use the higher rates for extended residual control.

Pest	App. Rate (ppm)	Potting Media Bulk Density* (lbs. UP-Star Nursery Granular per Cubic Yard)					
		200	300	400	500	600	
Fungus Gnat Larvae	5	0.5	0.75	1.0	1.25	1.5	
Mealybugs	10	1.0	1.5	2.0	2.5	3.0	
Black Vine Weevil	10	1.0	1.5	2.0	2.5	3.0	
Root Weevil larvae	15	1.5	2.25	3.0	3.75	4.5	
White Grubs**	25	2.5	3.75	5.0	6.25	7.5	
Imported Fire Ants							
Comments: Using the chart as a guide, incorporate the appropriate amount of UP-Star Nursery Granular Insecticide into one cubic yard of potting media based on the known bulk density.							

*lbs UP-Star Nursery Granular Insecticide per cubic yard
= $\frac{\text{bulk density of potting media} \times \text{ppm}}{2000}$

** including Japanese Beetle, oriental beetle, European chafer larvae

(bulk density = laboratory determined dry weight of a unit volume of potting media)

Dealers Should Sell In Original Packages Only

**IMPORTANT INFORMATION
READ BEFORE USING PRODUCT**

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.

The Directions for Use of this product should be followed carefully. The Directions for Use of this product reflect the opinion of experts based on field use and tests. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of United Phosphorus, Inc. or Seller. Handling, storage, and use of the product by Buyer or User are beyond the control of United Phosphorus, Inc. and Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold United Phosphorus, Inc. and Seller harmless for any claims relating to such factors.

United Phosphorus, 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

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conditions not reasonably foreseeable to or beyond the control of Seller or United Phosphorus, Inc., and Buyer and User assume the risk of any such use. UNITED PHOSPHORUS, 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 allowed by law, United Phosphorus, Inc. or Seller shall not be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF UNITED PHOSPHORUS, 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, AT THE ELECTION OF UNITED PHOSPHORUS, INC. OR SELLER, THE REPLACEMENT OF THE PRODUCT, OR COMPENSATION LIMITED TO DAMAGES NOT EXCEEDING THE FAIR MARKET PURCHASE PRICE, AND SHALL NOT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

United Phosphorus, Inc. 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 the duly authorized representative of United Phosphorus, Inc..

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