

89168-1

11/27/2012

1/7



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

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Scott Baker
Lighthouse Product Services
3937 Cedarwood Lane
Johnstown, CO 80534

11-27-12

Subject: EPA Reg. 89168-1 / Liberty Glyphosate 62% Manufacturing Concentrate

Dear Mr. Baker:

The Agency is in receipt of your Application for Pesticide Notification under Pesticide Registration Notice (PRN) 98-10 dated 10-18-12 for the product EPA Reg. 89168-1 / Liberty Glyphosate 62% Manufacturing Concentrate. The Registration Division (RD) has conducted a review of this request for its applicability under PRN 98-10 and finds that the action falls within the scope of PRN 98-10. The revised basic and alternate #1 csfs are acceptable. The label submitted with the application has been stamped "Notification" and will be placed in our records.

If you have any questions please call Erik Kraft at 703-308-9358 or email at Kraft.Erik@epa.gov.

Sincerely,

Kable "Bo" Davis
Product Manager 25
Herbicide Branch
Registration Division (7505P)



United States
Environmental Protection Agency
Washington, DC 20460

<input type="checkbox"/>	Registration
<input type="checkbox"/>	Amendment
<input checked="" type="checkbox"/>	Other

OPP Identifier Number

Application for Pesticide - Section I

1. Company/Product Number 89168-1	2. EPA Product Manager Davis	3. Proposed Classification <input type="checkbox"/> None <input checked="" type="checkbox"/> Restricted
4. Company/Product (Name)/ Liberty Glyphosate 628 Manufacturing Concentrate	PM# 25	
5. Name and Address of Applicant (Include ZIP Code) LIBERTY CROP PROTECTION, LLC 3937 CEDARWOOD LANE JOHNSTOWN, CO 80534 <input checked="" type="checkbox"/> Check if this is a new address		6. Expedited Review. In accordance with FIFRA Section 3(c)(3)(b)(i), my product is similar or identical in composition and labeling to: EPA Reg. No. _____ Product Name _____

Section - II

<input type="checkbox"/> Amendment - Explain below.	<input type="checkbox"/> Final printed labels in response to Agency letter dated _____
<input type="checkbox"/> Resubmission in response to Agency letter dated _____	<input type="checkbox"/> "Me Too" Application.
<input checked="" type="checkbox"/> Notification - Explain below.	<input type="checkbox"/> Other - Explain below.

Explanation: Use additional page(s) if necessary. (For section I and Section II.)

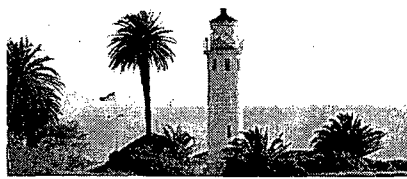
Notification of new label and CSF following transfer from the previous registrant. Change to Primary Brand Name under PR Notice 98-10.

Section - III

1. Material This Product Will Be Packaged In:				2. Type of Container	
Child-Resistant Packaging <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Unit Packaging <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Water Soluble Packaging <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Metal <input checked="" type="checkbox"/> Plastic <input type="checkbox"/> Glass <input type="checkbox"/> Paper <input type="checkbox"/> Other (Specify) _____		
* Certification must be submitted		If "Yes" Unit Packaging wgt.	No. per container	If "Yes" Package wgt.	No. per container
3. Location of Net Contents Information <input checked="" type="checkbox"/> Label <input type="checkbox"/> Container		4. Size(s) Retail Container 1, 2.5, 15, 30, 55, 110, 275 Gal, Bulk		5. Location of Label Directions <input checked="" type="checkbox"/> Attached to container	
6. Manner in Which Label is Affixed to Product <input type="checkbox"/> Lithograph <input type="checkbox"/> Paper glued <input type="checkbox"/> Stenciled			<input checked="" type="checkbox"/> Other self adhesive		

Section - IV

1. Contact Point (Complete items directly below for identification of individual to be contacted, if necessary, to process this application.)		
Name Scott Baker	Title Regulatory Agent	Telephone No. (Include Area Code) 970-313-6654
Certification I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.		6. Date Application Received (Stamped)
2. Signature 	3. Title Regulatory Agent	
4. Typed Name Scott Baker	5. Date October 18, 2012	



LIGHTHOUSE PRODUCT SERVICES
Regulatory, Safety & Supply Chain Consulting

3/7

October 18, 2012

Document Processing Desk (REGIS) NOTIF
Office of Pesticide Programs
U.S. Environmental Protection Agency
One Potomac Yard Room S-4900
2777 S. Crystal Drive
Arlington, VA 22202

Subject: LIBERTY GLYPHOSATE 62 MC EPA Reg. No. 89168-1

Lighthouse Product Services, LLC, Regulatory Agent for Liberty Crop Protection LLC is submitting the enclosed documentation to update the EPA files with new labeling and Confidential Statements of Formula for the subject product. This product was recently transferred to Liberty. Please find the following enclosed:

- 1. Application Form 8570-1
- 2. 1 copy of updated label
- 3. 1 copy of ~~each~~ of updated Basic and Alternate 1 Confidential Statements of Formula.

The product name, company identification, EPA Registration number, date code and Conditions of Sale and Limitation of Warranty and Liability have been updated to reflect the new registrant. This also represents a change to the Primary Brand name under PR Notice 98-10.

This notification is consistent with the provisions of PR Notice 98-10 and EPA regulations at 40 CFR 152.46, and no other changes have been made to the labeling or the confidential statement of formula of this product. I understand that it is a violation of 18 U.S.C. Sec. 1001 to willfully make any false statement to EPA. I further understand that if this notification is not consistent with the terms of PR Notice 98-10 and 40 CFR 152.46, this product may be in violation of FIFRA and I may be subject to enforcement action and penalties under sections 12 and 14 of FIFRA.

Please contact me at 970-313-6654 or by e-mail: sbaker@lhpsonline.com if there are any questions or comments concerning this submission.

Sincerely,

Scott Baker
Regulatory Agent for Liberty Crop Protection LLC

"SHINING THE LIGHT ON YOUR REGULATORY NEEDS"

3937 Cedarwood Lane
970-313-6654

Fax-970-667-4010

Johnstown, Colorado 80534
sbaker@lhpsonline.com

Notification 11
Acceptable
4/7

Liberty Glyphosate 62% MANUFACTURING CONCENTRATE

ACTIVE INGREDIENT:

Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt62.0%

OTHER INGREDIENTS:38.0%

TOTAL 100.0%

Contains 769 grams per liter or 6.42 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 570 grams per liter or 4.75 pounds per U.S. gallon of the acid, glyphosate.

Liberty Crop Protection, LLC
3937 Cedarwood Lane
Johnstown, CO 80534

EPA Reg. No. 89168-1

EPA Est. No. _____

Net Contents _ gal.

KEEP OUT OF REACH OF CHILDREN

CAUTION

PRECAUTIONARY STATEMENTS

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.

PHYSICAL OR CHEMICAL HAZARDS

Solutions of this product should be mixed, stored and applied only in stainless steel, aluminum, fiberglass, plastic and plastic-lined containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR TANKS. This product or solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

In case of: SPILL or LEAK, soak up and remove to a landfill.

**FOR CHEMICAL SPILL, LEAK FIRE, OR EXPOSURE
CALL CHEMTREC (800) 424-9300**

STORAGE AND DISPOSAL

Do not contaminate water, foodstuffs, feed or seed by storage or disposal.

PESTICIDE STORAGE: Store above 32°F (0°C) to keep from crystallizing. Crystals will settle to the bottom. If allowed to crystallize, warm to 68°F (20°C) and mix well or recirculate to redissolve before using. *[For Bulk Pesticide Storage: Ground water contamination may be reduced by diking and flooring of permanent liquid bulk storage sites with an impermeable material].*

PESTICIDE DISPOSAL: Wastes resulting from the use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state or local procedures.

CONTAINER DISPOSAL: Non-refillable containers. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. Triple rinse as follows.

Non-refillable container less than or equal to 5 gallons: Empty the remaining contents into formulation equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into formulation 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.

Non-refillable container greater than 5 gallons: Empty the remaining contents into formulation equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into formulation equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.

Pressure rinse as follows (all sizes): Empty the remaining contents into formulation equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over formulation equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable container (250 gallon & bulk): Refill this container with pesticide only. Do not reuse this container for any other purpose. Empty containers retain vapor and product residue. Observe all labeled safeguards until container is cleaned, reconditioned or destroyed. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller.

To clean the container before final disposal, empty the remaining contents from the container into formulation equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with pump for 2 minutes. Pour or pump rinsate into formulation equipment or rinsate collection system. Repeat this rinsing process two more times.

DIRECTIONS FOR USE

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

This product may be reformulated or repackaged only into a herbicide for use on:

Fallow ground, pastures, sods, rangelands and noncrop areas including: aquatic and wetland sites, rights of way, industrial, recreational and public areas, eucalyptus and hybrid poplar production, farmsteads, forestry site preparation and release programs, site preparation or directed sprays to the floor of ornamental nurseries and Christmas tree farms, rights of way (ROW), Conservation Reserve Program (CRP), turfgrasses and grasses for seed production.

Residential Sites

Tree and Vine Crops: general weed control, middles (between rows of trees), strips (in row of trees), selective equipment (except kiwi), perennial grass suppression.

Row Crops: corn, cotton, peanuts, sorghum, soybeans, sugarcane, barley, buckwheat, millet, oats, rice, rye,

teosinte, triticale, wheat, and wild rice.

Citrus Fruits: calamondin, chironja, citron, grapefruit, kumquat, lemon, lime, mandarin orange, orange, pummelo, tangelo, tangerine and tangors.

Tree Nuts: almond, beechnut, Brazil nut, butternut, cashew, chestnut, chinquapin, filbert (hazelnut), hickory nut, macadamia nut, pecan, pistachio, walnut.

Vine Crops: grapes and kiwi fruit.

Herbs: peppermint and spearmint.

Pome Fruits: apple, crabapple, loquat, mayhaw, pear and quince.

Stone Fruits: apricots, cherry, nectarine, peach, plum and prune.

Small Fruits and Berries: blackberry, blueberry, boysenberry, cranberry, currant, dewberry, elderberry, gooseberry, huckleberry, loganberry, olallieberry, raspberry and youngberry.

Fruiting Vegetables: eggplant, groundcherry, pepino, pepper (all), tomatillo and tomato.

Cucurbit Vegetables: cantaloupe, casaba melon, chayote, Chinese waxgourd, citron melon, cucumber, crenshaw melon, gherkin, edible gourds, honeydew melon, honey ball melon, mango melon, melons (all), muskmelon, Persian melon, pumpkin, squash, watermelon.

Root and Tuber Vegetables : artichoke (Jerusalem), beet greens, beets (garden, sugar), carrots, celeriac, chicory, ginseng, horseradish, oriental radish, parsnips, potatoes, radish, rutabagas, salsify, shallot, sweet potato, turnips and yams.

Bulb Vegetables: garlic, leek, and onions.

Leafy Vegetables: amaranth, arrugula, cardoon, celtuce, chervil, chrysanthemum, corn salad, cress, dandelion, dock (sorrel), endive, fennel (Florence), lettuce (head and leaf), parsley, purslane, rape greens, rhubarb and spinach (all).

Brassica Leafy Vegetables: broccoli (all), Brussels sprouts, cabbage (all), cabbage (Chinese), cauliflower, cavalo broccolo, celery, celery (Chinese), chard (Swiss), collards, endive, kale, kohlrabi, mizuna, mustard greens, mustard spinach.

Legume Vegetables: beans (all), lentils, chickpeas, peas (all), groundcherry, guar, pepino.

Other Crops: asparagus, canola, litchi nut, mint (peppermint, spearmint), olives, okra, sunflower and watercress.

Forage Crops: alfalfa, clover, forage grasses, forage legumes.

Tropical Crops: acerola, atemoya, avocado, banana (plantains), breadfruit, canistel, carambola, cherimoya, cocoa beans, coconut, coffee, dates, durian, figs, genip, guava, jaboticaba, jackfruit, lofgan, lychee, mango, mangosteen, papaya, passion fruit, persimmons, pineapple, pomegranate, rambutan, sapodilla, sapote (black, mamey, white), soursop, sugarapple, tamarind and tea.

CONDITION 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 must 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 LIBERTY CROP PROTECTION, LLC or Seller. To the extent consistent with applicable law, all such risks shall be assumed by Buyer and User, and Buyer and User agree to hold LIBERTY CROP PROTECTION, LLC and Seller harmless for any claims relating to such factors.

LIBERTY CROP PROTECTION, LLC 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 LIBERTY CROP PROTECTION, LLC, and Buyer and User assume the risk of any such use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, LIBERTY CROP PROTECTION, LLC 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, neither LIBERTY CROP PROTECTION, LLC nor Seller shall 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 LIBERTY CROP PROTECTION, LLC 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 LIBERTY CROP PROTECTION, LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

LIBERTY CROP PROTECTION, LLC 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 LIBERTY CROP PROTECTION, LLC.

DISCLAIMER AND INDEMNITY FOR FORMULATORS' USES

The manufacturer expressly disclaims all liability for claims and actions (whether based on contract, tort, strict liability, or breach of warranty) arising out of, resulting from or connected with a formulation containing this product when used for any purpose other than those uses set forth in the Directions for Use. The manufacturer has not developed scientific data to support, nor has it explicitly or implicitly approved, any uses other than those in the Directions for Use.

Any formulator or buyer who uses this product in formulations for any other than those stated in the Directions for Use above assumes all liability for claims and actions arising out of, connected with or resulting from such use and agrees by so using this product to indemnify and hold harmless the manufacturer from such claims and actions.

This Disclaimer and Indemnity is in addition to, not in lieu of, the above Conditions of Sale and Warranty.

```

    c     c
    c c c c c
    c
    c     c
    c c c c c
    c
    c c c c c c     c
    c     c c c
    c c c c c c     c
    c
    c c c c     c c c c
    c c c c     c c c
    c c c c c
    c c c c c
  
```