

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

WASHINGTON, D.C. 20460

October 8, 2024

Matthew Bucy Pesticide Registration Oregon Department of Agriculture 635 Capitol St. NE Salem, OR 97301-2532

Subject: FIFRA 24(c) Registration –SLN Acknowledgment Letter

SLN Registration Number: OR070014

EPA Decision Number: 596236

SLN Expiration Date: December 31, 2028

Parent EPA Reg. No.: 279-3313

Product Name: Brigade 2EC Insecticide/Miticide

Dear Mr. Bucy:

This letter acknowledges receipt of the above-listed Special Local Need (SLN) registration pursuant to Section 24(c) of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended. The SLN registration permits use of Brigade 2EC Insecticide/Miticide (containing bifenthrin) on carrots grown for seed to control aphids and lygus bugs, and on parsley grown for seed to control aphids, lygus bugs and spider mites. This registration has an expiration date of December 31, 2028.

The Agency has completed a review of this use and acknowledges the State's SLN registration. Please inform the registrant that we have placed a copy of the SLN label in our files. If you have any questions, please contact Anna Katrina Briley via email at briley.anna-katrina@epa.gov.

Sanifer Daines

Sincerely,

Jennifer Gaines, Senior Regulatory Specialist

Emergency Response Team

Minor Use and Emergency Response Branch

Registration Division/Office of Pesticide Programs

cc: Chad Schulze, USEPA Region 10 Coordinator
Dirk Helder, USEPA Region 10 Tribal Coordinator

RESTRICTED USE PESTICIDE

Due to toxicity to fish and aquatic organisms.

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



BIFENTHRIN GROUP 3A INSECTICIDE

FIFRA SECTION 24 (C)
SPECIAL LOCAL NEED LABEL
FOR DISTRIBUTION AND USE ONLY IN
THE STATE OF OREGON
FOR CONTROL OF LISTED PESTS ON
CARROTS GROWN FOR SEED AND
PARSLEY GROWN FOR SEED
EPA Reg. No. 279-3313
EPA SLN No. OR-070014

This label valid until December 31, 2028 or until otherwise amended, withdrawn, canceled, or suspended.

| Active Ingredient: | By Wt. |
|----------------------|--------|
| Bifenthrin: * | 25.1% |
| Other Ingredients:** | 74.9% |
| - | 100.0% |

- *Cis isomers 97% minimum, trans isomers 3% maximum.
- **Contains xylene range aromatic solvents.

This product contains 2 pounds active ingredient per gallon.



WARNING/ AVISO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

Environmental Hazards

Follow all applicable directions, restrictions, and precautions in the Environmental Hazards section of the label affixed to the main container of Brigade 2EC Insecticide/Miticide.



DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. This SLN label and the label affixed to the main container of Brigade 2EC Insecticide/Miticide must be in the possession of the user at the time of pesticide application. Follow all applicable directions, restrictions, Worker Protection Standard requirements, and precautions on this SLN label and the label affixed to the main container of Brigade 2EC Insecticide/Miticide.

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.

Buffer Zones to Water Bodies

Ground Application - Do not apply within 25 feet of aquatic habitats.

Ultra Low Volume (ULV) Aerial Application – Do not apply within 450 feet of aquatic habitats.

Non-ULV Aerial Application – Do not apply within 150 feet of aquatic habitats.

Aquatic habitats include, but are not limited to, lakes, reservoirs, rivers, streams, marshes, ponds, estuaries, and commercial fish ponds.

APPLICATION INSTRUCTIONS

Carrots Grown for Seed

Apply Brigade 2EC Insecticide/Miticide at the rate of 3.9 to 6.4 fl oz (0.06 to 0.1 lb. bifenthrin) per acre. Apply in a minimum of 5 gallons of water per acre by air or in a minimum of 20 gallons of water per acre by ground.

Target Pest: Aphids and Lygus Bugs

Application timing: Brigade 2EC Insecticide/Miticide may be used only in the pre-bloom or post-bloom period. Bees used for pollination should not be introduced into the field within 5 days of the pre-bloom application. Bees used for pollination must be removed from the field before a post-bloom application is made.

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Restrictions:

- Do not apply more than 6.4 fl oz (0.1 lb. bifenthrin) per acre per application.
- Do not make more than 3 applications per acre per year.
- Do not apply more than 19.2 fl oz (0.3 lb bifenthrin) per acre per year
- Maintain a minimum of 21 days between Brigade 2EC Insecticide/Miticide treatments.
- Do not make aerial or ground applications to carrots grown for seed if heavy rainfall is imminent.
- Do not apply this product through any type of irrigation system.

Parsley Grown for Seed

Apply Brigade 2EC Insecticide/Miticide at the rate of 3.9 to 6.4 fl oz (0.06 to 0.1 lb. bifenthrin) per acre. Apply in a minimum of 5 gallons of water per acre by air or in a minimum of 20 gallons of water per acre by ground.

Target Pest: Aphids, Lygus Bugs and Spider Mites

Application timing: Brigade 2EC Insecticide/Miticide may be used only in the pre-bloom or post-bloom period. Bees used for pollination should not be introduced into the field within 5 days of the pre-bloom application. Bees used for pollination must be removed from the field before a post-bloom application is made.

Restrictions:

- Do not apply more than 6.4 fl oz (0.1 lb. bifenthrin) per acre per application.
- Do not make more than 3 applications per acre per year.
- Do not apply more than 19.2 fl oz (0.3 lb bifenthrin) per acre per vear.
- Maintain a minimum of 21 days between Brigade 2EC Insecticide/Miticide treatments.
- Do not make aerial or ground applications to parsley grown for seed if heavy rainfall is imminent.
- Do not apply this product through any type of irrigation system.

SPECIAL CROP USE RESTRICTIONS

The pesticide applicator, the producer of the crop and the seed conditioner must be aware that use of this product according to this labeling is deemed a non-feed/non-food use by the Oregon Department of Agriculture, and is regulated by Oregon Administrative Rule (OAR) 603-057-0535, Pesticide Use on Crops Grown For Seed.

If the applicator of this pesticide is not the producer, the applicator must provide a copy of this labeling to the producer of the crop. Producers of this crop who use this product, or cause the product to be used on a field they operate, must provide a copy of this pesticide label to the seed conditioner.

This pesticide does not have an established pesticide residue tolerance for this crop. Consequently, no portion of this seed crop may be used or distributed for food or feed for 1 year (365 days) after the last application of this product. This restriction pertains to, but is not limited to, green chop, forage, hay, pellets, meal, whole seed, cracked seed, straw, roots, bulbs, foliage or seed screenings, and to the grazing of the crop field, stubble or regrowth. All seed screenings shall be disposed of in such a manner that the screenings cannot be distributed or used for food or feed purposes, as indicated in OAR 603-057-0535. Additional regulations concerning seed screenings are stated in OAR 603-057-0535.

Section 24(c) Registrant:



Any seed from a field treated with this pesticide shall bear specific and conspicuous container labeling, or if shipped in bulk, on the shipment invoice or bill of lading. The labeling shall contain the following statement:

"This seed was produced using one or more products for which the United States Environmental Protection Agency has not established pesticide residue tolerances. This seed, in whole, as sprouts, or in any form, may not be used for human consumption or animal feed. Failure to comply with this condition may violate requirements of the Federal Food and Drug Administration, the Oregon Department of Agriculture and other regulatory agencies."

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 must be followed carefully. 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 beyond the control of FMC or Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold FMC and Seller harmless for any claims relating to such factors.

Seller warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the Directions for Use when used in accordance with the directions under normal conditions of use. EXCEPT AS WARRANTED BY THIS LABEL, FMC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SELECTION, PURCHASE, OR USE OF THIS PRODUCT. Any warranties, express or implied, having been made are inapplicable if this product has been used contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to (or beyond the control of) seller or FMC, and buyer assumes the risk of any such use.

To the extent consistent with applicable law FMC or seller shall not 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 FMC 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 FMC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

This Conditions of Sale and Limitation of Warranty and Liability may not be amended by any oral or written agreement.

These Conditions of Sale and Limitation of Warranty and Liability are required by FMC Corporation and not specified by the U.S. EPA or the State of Oregon.

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