

Overview of New York Local Food Law

By Cari Rincker, Esq.

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The purpose of this article is to give an article of the laws affecting the local food movement. This article will primarily delve into direct farm marketing; however, it too describes cottage food operation law (or home-based food processing) and will provide a checklist of other potential legal issues.

Direct Farm Marketing

Direct farm marketing refers to a method of marketing when a farmer sells his/her farm-raised food product directly to the consumer, instead of the wholesaler or retailer. Popular types of direct farm marketing include farmers' markets, roadside stands, on-farm stands, and Community Supported Agriculture ("CSA").

There are numerous issues that affect direct farm marketing, primarily at the state and local level. Attorneys counseling these farms should think about the following legal issues:

- **Contract Law** – The agriculture industry is notoriously conservative and has developed a “handshake” culture; however, local food lawyers should emphasize the importance of putting transactions in writing that are over \$500. See UCC § 2-201. This is especially important to farmers selling direct to an intermediated channel (e.g., farm-to-restaurant, farm-to-school).
- **What Can and Cannot Be Sold via Direct Farm Marketing** – The law varies from state to state on what can or cannot be sold via direct farm marketing. In New York, for example, farms are generally permitted to sell the following (with limited exceptions): *unprocessed* fruits and vegetables, eggs (if clean and refrigerated at 45 ° F), grains, legumes, honey and maple syrup. Highly perishable products, like meat and dairy, can be sold in New York so long as (1) the products are processed at an approved food processing facility, (2) prepackaged and properly labeled, and (3) kept at required cold temperatures to prevent spoilage or contamination.¹ Like many states, New York also proscribes the sale of certain products via direct farm marketing unless certain conditions are satisfied. For example, home-canned or jarred fruits and vegetables, pickled products, sauces, relishes and other low-acid foods cannot be sold direct to the consumer until it is manufactured under an approved processing method at an inspected facility. See supra note 3. Local food lawyers are encouraged to be familiar with what can or cannot be sold via direct farm marketing in that state.

- **Processing and Sanitation Requirements** – Each state will have different rules on processing and sanitation for food sold via direct farm marketing. In New York, for example, farmers selling its food products via roadside stands, on-farm outlets, and farmers’ markets, “may not use packaging, cutting, slicing or portioning of fruits and vegetables, meat, dairy products or ready-to-eat food” unless certain sanitary conditions are met for “retail food stores”. See supra note 3 and New York State Department of Agriculture, Circular 962 “Rules and Regulations Relating to Retail Food Stores.”
- **Direct Meat Marketing** – Amenable (i.e., “answerable”) livestock (e.g., cattle, sheep, goats) and amenable poultry (e.g., chickens, turkey, ducks, geese, ostrich) are subject to the Federal Meat Inspection Act (“FMIA”), requiring these animals to be harvested in a USDA slaughter facility (with limited exceptions, such as “custom exempt slaughterhouses”). However, nonamenable (i.e., non-answerable) animals such as game animals and birds are not subject to FMIA. There are specialized state facilities that conduct butchering and processing for nonamenable animals. In New York, such facilities are required to obtain a certain license (“Article 5-A license”) and held to higher standards (in certain ways) than conventional custom exempt plans. All red meat in New York is considered to be “amenable” to FMIA even if the red meat is only sold via intrastate commerce; however, some states allow for red meat to be harvested in state specific slaughter facilities if sold via intrastate commerce.
- **On-Farm Poultry Slaughter** -- The general rule is that all poultry must be slaughtered at a USDA inspected facility under FMIA and the Poultry Produce Inspection Act (“PPIA”). However, the statute provides a 1000 Bird Limit Exemption for a farm (not farmer) that sells less than 1000 chickens or 250 turkeys (4 chickens = 1 turkey). Additional requirements include: (1) the birds must have been raised on the farm, (2) the farmer does not engage in the buying or selling of poultry products other than what is raised on the farm, (3) slaughter is conducted under sanitary standards, practices, and procedures that are sound and clean, (4) the farm keeps required records, and (5) the poultry does not move into interstate commerce. The poultry slaughter subject to this exception must be done on-farm, including the use of a Mobile Poultry Processing Unit (“MPPU”). Some states, like New York, *recommend* that poultry slaughtered on the farm be sold direct to the consumer. There are also specific food labeling requirements for on-farm poultry slaughter that local food lawyers should review with their clients.

Furthermore, depending on the client, there are specific concerns for CSA’s and farmers’ markets, discussed below.

Farmers’ Markets

A farmers’ market is where farmers sell food products they create/raise/purchase direct to the consumer. It is usually at a temporary location (oftentimes on public property) on a periodic

basis (e.g., 1-2 times a week), for a certain period of time (e.g., 3-5 hours), during the local growing season (usually 5 to 6 months) and operated by a not-for-profit organization.²

Farmers’ markets usually have “Market Rules” (a/k/a “Statement of Rules”) that are distributed and agreed to by the farmer-vendor. This is the contract between the not-for-profit organization or other entity managing the farmers’ market and the vendor. It discusses the key terms of the agreement, such as the application process, rent/fees, approval of vendors and/or food products, transfer/change in ownership, food sampling, farm visit/inspection, necessary permits, insurance requirements, and market operational procedure. Local food lawyers can be hired by the farmers’ market itself to draft the Market Rules or review the rules with the vendor.

Here is a list of common provisions and terms used in Market Rules³:

<u>Provision or Term</u>	<u>General Description</u> (Market Rules may specifically define differently)
Application Process, Fees, and/or Rent	<p>These provisions provide for the timing of the application, process for vendor selection, and notification of approval. This clause likely identifies any fees associated with the application itself and/or fees associated with security of vendor space including payment method and timing.</p> <p>There may be a limitation as to the number of stalls that a particular vendor can reserve. Depending on the market, flat fees and/or commissions may be utilized (percentages may vary depending on type of vendor and/or product sold). The market may also require rent on a weekly, monthly or seasonal basis.</p>
Approval of Vendors and Products	This provision will identify who can sell products at the farmers’ markets (e.g., farmer, non-farmer, peddlers) and what type of products may be sold at the markets (e.g., produce, crafts, processed foods).
Carrying Crafts	“Carrying Crafts” are typically non-food items made by vendors (e.g., yarn, quilts); if allowed, said crafts usually have to be selected and approved by the Market Manager.
Carrying Rules	This clause may allow vendors to sell products raised by other farmers.
Categories of Products	Rules for items such as raw produce, baked goods, nursery plants, eggs, cheeses, meat, and processed foods, including but not limited to rules relating to inspections, sanitary conditions and handling are discussed in this provision.
Changes in Ownership and Vendors’ Rights	This clause will address issues pertaining to the transfer/change of business and seniority for market spaces.

Enforcement Process	These provisions establish procedures for rule enforcement (usually from the Market Manager), including reporting violations/grievances, notice, penalties, suspension/removal, and appeals.
Farm Visit (or “Farm Inspection”)	In some cases, the Market Manager will visit the vendor’s farm to make a determination whether the food product was “farm-raised.” This prerequisite is more typical in farmers’ markets that have producer-only standards. The farmer typically must agree to comply with specific inspection procedures which are likely provided for under a document separate from the Market Rules. There may also be a small inspection fee that is required.
Food Safety, Sanitation and Sampling	These provisions will set forth specific rules from the farmers’ market pertaining to sanitation, handling and storing different types of food products.
Hold Harmless and Indemnification Clause	Typically, the vendor agrees to financially protect the farmers’ market and its organizers from any liability.
Length of Market	Usually, the Market Rules will specify the start and end date for the farmers’ market (typically a 5-6 month span).
Location	The same Sponsor may be running several farmers’ markets in different locations in a particular community; thus, it may choose to use the same Market Rules for all of its markets. In these cases, the Market Rules may enumerate specific rules according to different locations.
Market Manager	The Market Manager is the person designated to run the market on a day-to-day basis. This person usually enforces the Market Rules.
Market Operation/ Operational Procedures	This provision will memorialize detailed guidelines/procedures for set-up, clean-up, selling times, notification for non-attendance/tardiness, parking, vehicles, samples, sanitation, signage, hawking, smoking/alcohol/drugs, pets (including service animals), display guidelines, shelter requirements from rain/sun, food safety, food handling and food labeling requirements. These operational provisions can be very detailed and technical.
Membership and Market Organization	In these cases, an operational structure is created for the farmers’ market and a separate payment may be required for membership in the sponsoring organization in order to participate as a vendor.

Necessary Documents/Permits	This section will enumerate the various documents and licenses from state department of agriculture. This may include, but is not limited to, proof of insurance, tax permits, health certificates, state department of agriculture licenses, farm plan, farm information sheet (describing the size, type and scope of the operation), load lists for products raised, USDA National Organic Program (“NOP”) certification, business organizational documents (e.g., Articles of Organization or Incorporation, Certificate of Assumed Name), and federal tax identification number.
Peddlers	Vendors who buy products at wholesale for reselling at the market.
Producers-Only	A farmers’ market that only sells items raised by the farmers who sell them (i.e., no peddlers or reselling of other farm produce).
Proof of Insurance	A form a vendor obtains from the insurance carrier (1) as proof of insurance, (2) as a summary of type of coverage obtained, and (3) proof that the farmers’ market is a covered party under the insurance policy. Some farmers’ markets will require that the vendor has a certain amount of coverage (e.g., \$1 million).
Product List	List of food (and non-food) products that the farmer plans to sell at the farmers’ market which is typically used by the market to help allocate ample space and limit vendors from unapproved products.
Prepared Food	In some farmers’ markets, ready-to-eat food (e.g., take-away meals and snacks) may be sold.
Processed Food	Certain processed foods may be sold at some farmers’ markets (e.g., jams, jellies, wine, salsa, canned goods, cider, vinegar, maple syrup, and baked goods) subject to the sanitary guidelines.
Sponsor or Organizer (and its Logo Use)	The Market Rules should note the person or entity legally responsible for creating and operating the farmers’ market. This clause generally sets out the philosophy and purpose of the farmers’ market. Furthermore, some Market Rules lay out procedures for using the sponsor or farmers’ markets logo on advertising materials.
Vendor (and Criteria for Selecting Vendors)	A vendor is a farmer or other person designated by the management as having the right to participate in the market. Most Market Rules also state criteria for selecting vendors such as any priorities or preferences (e.g., geographic distance) (and the basis for any priority or preference). In some cases, “Categories of Vendors” are described for both seasonal and daily vendors.

See also supra note 4.

In addition to clauses above, there may be other provisions pertaining to product labeling requirements, posting farm names, using legal scales, accepting nutrition checks such as Supplemental Nutrition Assistance Program (“SNAP”) and the Women, Infants and Children Program (“WIC”), pricing guidelines (e.g., prohibition of price-cutting top quality produce), display guidelines, gleaning excess food, tax collection, income reporting, other various prohibitions (e.g., firearms), and miscellaneous legal terms (e.g., Alternative Dispute Resolution clause, award for attorneys’ fees and court costs to prevailing party, limitation in damages, forum section clause for the local county Supreme Court). If the Market Rules are silent on a particular issue, the Market Manager will typically determine how to best handle the situation.

There are many questions that a farmer should consider before participating in a farmers’ market. A farmer may wish to consider some of the following issues before agreeing to participate in a farmers’ market⁴:

- (1) Who sponsors the farmers’ market?
- (2) How long has the farmers’ market been established?
- (3) What is the expected crowd for the farmers’ market (quantity of people and geographic reach)?
- (4) What is the application fee and/or procedures?
- (5) Do vendors pay seasonally, monthly or weekly flat fees and/or a percentage of gross sales?
- (6) Who owns/rents the land on which the farmers’ market is located?
- (7) Who is responsible in case of slip-and-fall accidents or injuries to shoppers?
- (8) Which areas of the farmers’ market get the most traffic?
- (9) Who has the authority to decide which farm sets up in which location? Is there an additional fee for preference?
- (10) Is the market a “producer only” market or does the market allow for wholesale peddlers or sale of food raised by other farmers?
- (11) Can vendors provide free samples to consumers?
- (12) What is the penalty (if any) for violating a market rule?
- (13) What is the penalty, if any, for missing a market day?
- (14) If a vendor is forced to leave the market or is unable to continue to participate, is any portion of the fee/rent refundable?
- (15) What are the dispute resolution procedures, if any? In other words, what are the procedures if there is an alleged violation of the market rules? For example, is there a committee of vendors and customers who decides on whether there is a violation? Are there procedures for non-binding mediation or binding arbitration?
- (16) Does the market have all the necessary local business permits and/or licenses? Can the vendor ask for copies of said permit and/or licenses?
- (17) Is the farmers’ market approved to participate in the WIC Farmers’ Market Nutrition Program (“FMNP”)?
- (18) What food products may be sold at the farmers’ market (e.g., meat, poultry, eggs, homemade processed foods)?
- (19) Does the farmers’ market itself carry its own insurance in case of accidents?

- (20) What type of insurance does the farmers' market expect vendors to have (e.g., 1 mil. face value of commercial insurance) and what proof of insurance must be provided to the market?
- (21) Do the market rules require the farmer to actually attend the market or can vendors send employees/independent contractors to do the selling?
- (22) Does the farmers' market require the farmer/vendor to submit a plan before the market season begins listing what produce will be sold and in what approximate volume?
- (23) Can the market officials visit a vendor's farm to inspect the operation and/or its records?
- (24) Are there special food labeling requirements other than what is already required under New York and federal law (if applicable)?
- (25) How quickly are Electronic Benefit Transfer ("EBT") payments received?
- (26) What does the farmers' market do to help promote both the farmers' market and its vendors? For example, will the vendors be listed on its website?

Community Supported Agriculture ("CSA")

Although not widely used, farms are encouraged to have a simple CSA Agreement signed by the subscribers. Not only does it help secure payment terms, but the CSA Agreement should mitigate potential liability in the case of a food safety issue arising from the mishandling or misuse of the food product.

The CSA Agreement should specify how long the "growing season" will last (e.g., 22 weeks), the type of share (e.g., egg share, vegetable share, fruit share, meat share), products that will be available throughout the growing season (e.g., peaches, apples, cherries, pumpkins, kale, kohlrabi, radishes, mustard greens, Swiss chard, basil), and whether the subscribers will receive a guaranteed minimum amount of food for that share (e.g., pounds of meat per week, dozen eggs per week).

The following are a few additional issues that should be discussed in the CSA Agreement:

- **Price/Payment Methods.** Not only does a farm need to decide on the price per share, but it needs to determine whether: (1) it will have a sliding scale or reduced price based on limited family income, (2) it will accept a payment plan on a monthly or weekly basis, (3) it will accept payment via credit card, PayPal, and/or Google Checkout, (4) it will offer "half shares", (5) it will charge a fee to deliver to the home directly, (6) it will charge a penalty for late payments, and/or (7) it will accept Electronic Benefit Transfer ("EBT") (must obtain certification to do so). To offset reduced prices for subscribers of limited means, some CSA's request an additional donation for subscribers that can afford to do so. An explanation of this voluntary request may be memorialized in the CSA Agreement.

- **How a Share is Defined?** What quantity of food product should the subscriber reasonable expect? Is it measured by a box, basket, bag, etc. or by a percentage of the harvest?
- **Subscriber's Risk with Harvest.** The CSA Agreement should note that the subscriber bears the risk of a partial or total crop failure due to drought, flood, insects or other conditions that may reasonably impact production. Although the CSA Agreement should state that the farmer will use reasonable efforts to generate a successful harvest, the actual quantity will vary according to the myriad factors that affect a harvest. The CSA agreement should state that the subscriber is sharing these risks.
- **Subscriber's Benefit from Successful Harvest.** On the flip side, the agreement should state that the subscriber will already reap the benefits of a better than expected harvest season. From a practical standpoint, some subscribers may not want additional food in this situation. To prevent waste, the CSA Agreement may address procedures for handling a surplus, including an option to donate the food to a local food bank or share with the farm workers and their families.
- **Delivery/Drop-Off Location.** There may be zoning and/or permit issues depending on where a farm wishes to drop off its food products. Storage and refrigeration of any egg, meat or processed food products may also be a concern at these drop-off locations. If a farm wishes to deliver the product directly to the subscriber, the specifics should be memorialized in the CSA Agreement and procedures for canceling delivery for a week.
- **Forfeited Products.** To prevent a dispute, the CSA Agreement should note that the food products will be forfeited if they are not picked up during the allotted time without alternative arrangements being made. Some CSA Agreements note that forfeited products may be sold or donated (e.g. homeless shelters, food pantries, after-school programs, elder care facilities). In some CSA's, subscribers may contact other participants to pickup his/her products that week. In this case, the CSA Agreement should disclose that names and email addresses may be shared with the other subscribers.
- **Bags/Boxes.** The CSA Agreement should note whether the subscriber must return the box or bag each week for pick-up or bring their own bag. Alternatively, the CSA Agreement could note that bags will be provided.
- **Communication.** There should be a method of communicating with the subscribers in case of an emergency or inclement weather. This mode of communication should be noted in the CSA Agreement (e.g., email). Furthermore, many CSA's have newsletters for its subscribers noting farm news/events, recipes, info about the week's produce selection, and posts from the farm blog to help subscribers feel more informed and connected to the farm and the CSA. Subscription to these newsletters can take place directly in the CSA Agreement and/or the farm's website. Any email newsletter should allow subscribers an option to "opt-out" of the email.

- **Fresh/Frozen Meat.** If applicable, the CSA Agreement should note whether the meat product will be fresh or frozen and what cuts of meat will be available. Any special processing guidelines, such as Kosher or Halal, should be noted.
- **Volunteer Requirements.** Some CSA's require subscribers to volunteer a certain number of hours during the harvest season on the farm ("work shares" or "half work shares") or at the CSA pick-up (e.g., work the sign-in table for one week). Details relating to these requirements should be noted in the CSA Agreement keeping in mind "in kind" compensation and minimum wage requirements under the Fair Labor Standards Act.

In hopes of building a sense of community, some CSA Agreements use the word “partner”. When possible, farms should avoid using the words “partner” or “partnership” in its CSA Agreement and conversations with the subscribers. In fact, the CSA Agreement should clearly note that it is not a partnership. A partnership is a specific kind of legal entity in which the partners go into business together and split profits – each partner is jointly and severally liable for each another’s actions. Therefore, it is important to be clear that a CSA is not a general partnership. Along these lines, the words “member” and “shareholder” should be avoided when possible to avoid implying that the consumer has some type of ownership in the farm. The word “subscriber” most accurately describes the relationship.

Cottage Food Operation Law

“Cottage food operations” (or home-based food processing) is one of the fastest growing trends in the local food movement. This growing food segment provides community residents with locally produced food and increases the money in the local economy. It also creates cost-effective outlets for agriculture producers with excess fruits and vegetables.

The majority of states have cottage food operation laws, exempting certain home processors from certain regulations. Importantly, cottage food laws only apply to home-processed food sold intrastate; if food is sold interstate then more stringent federal regulations will apply making compliance more difficult for a small scale home processor. If a food entrepreneur does not fit under the cottage food exemption for home-processed food then he/she may need to apply for a commercial kitchen license in their state (an “Article 20-C License” in New York).

Harvard Food Law and Policy Clinic published an excellent comparative analysis of cottage food laws throughout the country⁵ (the “Harvard Report”). Most states have a cottage food operation law at a certain level; however, there is very little uniformity among the states. The following states currently do not have a cottage food operation law: Connecticut, District of Columbia, Hawaii, Idaho, Kansas, New Jersey, North Dakota, Oklahoma, and West Virginia. See Harvard Report at 5.

It is important for local food lawyers to familiarize themselves with the cottage food operation law in their state. Attorneys should be cognizant of the following potential issues:

- A restriction of home-based food processing activities to a narrow category of processors (e.g., on farm sales only)⁶;
- A list of allowed cottage food products that are prescribed (e.g., enumerate specific foods⁷, say “not potentially hazardous”⁸, meet a certain pH level⁹, from certain ingredients¹⁰);
- Description of prohibited cottage food products¹¹ or food processing techniques (e.g., no pressure cooker);
- Limitation on where the food products can be sold (e.g., farmers’ markets, county fairs, roadside stands, on-farm stands, CSA subscriptions, churches¹², restaurants¹³);
- Whether Internet sales are allowed or prohibited;
- License/Permit/Registration requirements¹⁴;
- Inspection of the home-based processing facility; and,
- Restrictions on sales¹⁵.

Furthermore, most states with cottage food operation laws also have sanitation and food labeling requirements. Only three states do not have labeling requirements for home-processed foods: Louisiana, Montana, and Vermont. See Harvard Report at 16. To illustrate, New York requires the following information on the label:

- name and address of the home processor;
- common or usual name of the food;
- if the food is fabricated from two or more ingredients, the common or usual name of each ingredient in their order of predominance (except that spices, flavorings and colorings may be designated as spices, flavorings and colorings without naming each, and spices and flavorings may be designated together as flavorings); and
- the net weight, standard measure or numerical count.

See supra note 5 at 334.

Attorneys counseling the home-based food processor should also consider whether the home-based business conflicts with his/her residential lease or local zoning code. Furthermore, commercial activities, such as cottage food operations, will not be covered under rental insurance or homeowner’s insurance.

Other Legal Issues

This article only scratches the surface of legal issues affecting the local food movement. Other issues include (1) liability and liability insurance, (2) National Organic Program (“NOP”), (3) Food Safety Modernization Act (“FSMA” pronounced “Fiz-ma”), (4) Land Use and Zoning Law (including its affect on urban and suburban agriculture), (5) Right-to-Farm Law, (6) employment and labor law (e.g., volunteer farm labor)¹⁶, (7) food labeling¹⁷, and (8) renewable energy law¹⁸, (9) environmental law, and (10) farm animal welfare law.¹⁹

¹ See New York State Department of Agriculture, “Sanitary Regulations for Direct Marketing,” [available at http://www.agriculture.ny.gov/FS/industry/sanitary.html](http://www.agriculture.ny.gov/FS/industry/sanitary.html) (last visited March 30, 2014).

² See Neil Hamilton, “Farmers’ Market Rules, Regulations and Opportunities” (June 2002) and NEIL HAMILTON, THE LEGAL GUIDE FOR DIRECT FARM MARKETING (1999).

³ RINCKER AND DILLON, FIELD MANUAL: LEGAL GUIDE FOR NEW YORK FARMERS AND FOOD ENTREPRENEURS (2013) at 324-327.

⁴ Infra note 5 at 329-331.

⁵ Harvard Food Law & Policy Clinic, “Cottage Food Laws in the United States” (August 2013) available at http://blogs.law.harvard.edu/foodpolicyinitiative/files/2013/08/FINAL_Cottage-Food-Laws-Report_2013.pdf (last visited March 30, 2014).

⁶ Delaware, see Del. Code Tit § 3 100; Kentucky, see Ky. Rev. Stat. §§ 217.136-37; New Hampshire, see N.H. Rev. Stat. § 143A:12; Rhode Island, see R.I. Gen Laws § 21-27-6.1.

⁷ California, see Cal. Health & Safety Code § 114365.5; New York, see NFSI-898d, “Home Processing” Fact Sheet.

⁸ Ark. Code § 20-57-201(1).

⁹ Wisconsin’s “pickle bill” only allows for processed fruits and vegetables that meet a certain pH value, such as pickled fruits and vegetables, sauerkraut, salsas, chutneys, jams, jellies, and applesauce. See Wis. Stat. § 97.29(2)(b)(2).

¹⁰ Vermont only allows for baked goods, breads, cakes, pies or other food products made from flour. See Vt. Stat. § Title 18 4451.

¹¹ For example, in New York, food products that require refrigeration as potentially hazardous. NFSI-898d, “Home Processing” Fact Sheet.

¹² Tennessee’s cottage food law states that products “may be sold at that person’s personal residence, a community or social event, including church bazaars and festivals, flea markets, or at farmers’ markets located in this state.” Tenn. Code Ann. § 53-8-117(b).

¹³ California has two levels of cottage food operations: (1) Class A operations – direct to consumer only and (2) Class B operations – may also sell to restaurants and other retail food establishments. See Cal Health & Safety Code § 113758(a).

¹⁴ Alaska requires cottage food operators obtain a business license. See Alaska Admin. Code Tit. 18 § 31.012(a)(4). Colorado requires a certificate in safe food handling and processing. See Colo. Rev. Stat. § 25-4-1614(1)(c). Washington requires a food and beverage service worker’s permit. See Wash. Rev. Code § 69.22.030(2). Utah requires a food handler’s permit. See Utah Code § 4-5-9.5(4)(a).

¹⁵ Approximately 50% of the states that allow cottage food operations have a limitation on gross sales per year Typically between \$5K and \$50K: Louisiana, see Law. Rev. Stat. § 4:9(B), Minnesota, see Minn. Stat. § 28A.15(10)(a), Wisconsin, see Wis. Stat. § 97.29(2)(b)(2)(c) and Texas, see Tex. Health & Safety Code 437.0001(2-b). Some states’ statutes allow for a gradual increase in sales caps: Michigan, see Mich. Comp. Laws § 289.4102(5) and California, see Cal. Health & Safety Code § 1137558(a). Some states place limits on each eligible food item Colorado has a \$5K limit on each item, see Colo. Rev. Stat. § 25-4-16-1614(2)(e).

¹⁶ Rachel Armstrong, Kimberly Clarke, Edward Cox, Karen Eichman, Maggy Gregory, Jennifer Jambor-Delgado, Art Read, Cari Rincker, “Overview of Employment and Labor Law for Farms and Ranches,” American Bar

Association Continuing Legal Education Webinar (February 20, 2013) available for purchase at <http://apps.americanbar.org/cle/programs/t13oel1.html> (last visited March 10, 2013).

¹⁷ Cari B. Rincker, Stan Benda, Jason Foscolo, Alan Fowler, Erin Hawley, Leon Letter, Lindsey Peebles, Amy Salberg, and Jean Terranova, “Counseling Farmers, Food Entrepreneurs, and Restaurants on Food Labeling Laws,” American Bar Association Continuing Legal Education Webinar available for purchase at <http://apps.americanbar.org/cle/programs/t13cff1.html> (last visited June 14, 2013).

¹⁸ Cari B. Rincker, Kevin Erickson, Shannon Ferrell, Jennifer Martin, and Kathryn Brack Morrow, “Renewable Energy Law for the Agriculture Industry” American Bar Association Continuing Legal Education Webinar available for purchase at <http://apps.americanbar.org/cle/programs/t13rell.html> (last visited October 9, 2013).

¹⁹ See generally Cari Rincker, “Lawline: Counseling the Local Food Movement Part I,” at <http://www.slideshare.net/rinckerlaw/lawline-counseling-the-local-food-movement-part-1> (last visited March 31, 2014) and “Lawline: Counseling the Local Food Movement Part II,” at <http://www.slideshare.net/rinckerlaw/lawline-counseling-the-local-food-movement-part-ii> (last visited March 31, 2014). See also Cari B. Rincker, Dr. Stan Benda, Derrick Braaten, Jason Foscolo, Neil Hamilton, Erin Hawley, Leon Letter, Jesse Richardson, Jr., Rich Schell, Patricia Salkin, “Counseling the Local Food Movement,” American Bar Association Continuing Legal Education Webinar (May 10, 2012), available for purchase at <http://apps.americanbar.org/abastore/index.cfm?section=main&fm=Product.AddToCart&pid=CET12LFMCDR> (last visited February 4, 2013).

About the Author

Cari Rincker is the principal of Rincker Law, PLLC, a national practice focusing in food, farm and family in the heart of New York City. She is a trained mediator and licensed to practice in New York, New Jersey, Connecticut and the District of Columbia. Cari was raised on a beef cattle farm in Central Illinois where she showed cattle in 4-H and FFA. She obtained a bachelors and masters degree in animal science and was a member of the All-American Livestock Judging Team. Cari obtained her *Juris Doctor* at Pace University, School of Law with a Certificate in Environmental Law. Cari is an adjunct professor in food law at New York University, Steinhardt School of Culture, Education and Human Development and co-author of the book “Field Manual: Legal Guide for New York Farmers and Food Entrepreneurs.” For more information, visit Cari’s “Food, Farm and Family Blog” at www.rinckerlaw.com/blog.

Contact information:

Cari B. Rincker, Esq.
Rincker Law, PLLC
535 Fifth Avenue, 4th Floor
New York, NY 10017
(212) 427-2049
Fax (212) 427-2049
cari@rinckerlaw.com
www.rinckerlaw.com