Stony Brook University Business Incubator at Calverton
THE AGRICULTURE CONSUMER SCIENCE CENTER (ACSC) at the Stony Brook University Calverton Business Incubator provides regional wine and food producers and local entrepreneurs access to shared processing areas and the opportunity to collaborate with researchers, scientists and professionals of Stony Brook University, Brookhaven National Laboratory and the New York State Small Business Development Center who can guide and advise from concept to commercialization.

As a shared-use, small-scale food processing center, ACSC allows farmers to add value to their agricultural commodities, gives community food businesses the opportunity to expand into new lines, and helps potential food entrepreneurs to start new businesses. It offers farmers and start-up and expanding businesses the opportunity to explore retail food production without the high cost of equipment or manufacturing space, and also provides much-needed technical assistance in food production and general business management education.

ABOUT THE CALVERTON BUSINESS INCUBATOR

Established in 2005 to enhance Eastern Long Island’s agricultural, aquacultural and environmental industries, the Calverton Business Incubator is helping to create a new base of industries by promoting the growth of its tenant companies. The Incubator’s nearly 24,000 square feet of modern offices, conference rooms, laboratories with both fresh and saltwater access and state-of-the-art food-processing equipment provide an optimal working environment that focuses on the development of ventures compatible with the unique economic setting of Long Island’s East End.
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Entrepreneur Application

(APPLICATION MUST BE FULLY COMPLETED)

Name of Business: Click here to enter text.

Contact Person (full name) __________________________________________________________

Mailing Address: _________________________________________________________________

City________________________ State______ Zip________________

Telephone: Business________________________ Home______________________________

E-mail Address: ________________________________________________________________

Business Status (check one):

☐ Pre-Venture

☐ New - Projected Start Date:____________

☐ Existing – Approximate Start Date:____________

Legal Organization of Business:

☐ Sole Proprietorship Federal Employer Tax ID # or SSN:___________________________

☐ Partnership

☐ Limited Liability Company

☐ Corporation State:_____ Date of Incorporation:________________
1. Briefly describe the food product(s) you plan on producing/processing:

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________

2. Are you currently producing/operating? □ NO □ YES (if so, complete questions 3 and 4)

3. Where do you currently produce? _________________________________________________________________

4. How/where do you currently market your product? __________________________________________________

5. Do you have a business plan? □ NO □ YES (if so, please attach a copy)

6. Do you desire assistance in any of the following areas: (Check all that apply)

□ Bookkeeping/Accounting □ Pricing □ Business Planning

□ Marketing/Advertising □ Labeling □ Nutritional Analysis

□ Recipe Development/Scaling □ Production □ Packaging/Shipping

□ Product Stability/Shelf Life □ Logo Design □ Ingredient Sourcing
7. Is the production of your product(s) on a seasonal or year-round basis?

☐ Year Round  ☐ Seasonal  Time of Year of Production:_____________________

8. Anticipated number of hours of kitchen usage needed (estimate only):

Per Week: _____ hours  Per Month: ___ hours

9. What time of day do you plan to produce? Facility is available 24 hours, 7 days a week.

☐ Morning  ☐ Afternoon  ☐ Evening  ☐ Overnight  ☐ Not Sure

☐ Monday  ☐ Tuesday  ☐ Wednesday  ☐ Thursday  ☐ Friday  ☐ Saturday  ☐ Sunday

10. Do you need overnight storage space?  YES  NO

☐ Freezer  ☐ Cooler  ☐ Dry Storage

11. Which equipment would you be interested in using? (please check all that apply)

☐ Tilting Kettle, 40gal.  ☐ Stainless Steel Tables
☐ Braising Pan, 40gal.  ☐ Dough Divider/Rounder
☐ Heavy Duty Range  ☐ Dough Sheeter
☐ Convection Oven  ☐ Potwasher
☐ Rolling Rack Oven  ☐ Blast Chiller or Freezer
☐ Food Mixer, 20qt.  ☐ Walk-In Cooler or Freezer
☐ Food Mixer, 60qt.  ☐ Convection Steamer

12. Have you successfully completed Food Safety Training as accepted by Suffolk County:

☐ YES  Date of Certificate ________/_______/_______

☐ NO
AUTHORIZATION

By signing this Application, the applicant acknowledges that Stony Brook University Incubator staff may obtain relevant credit and background information with respect to the applicant business and/or its principals. By signature of this Application, the applicant certifies that this document has been completed to the best of his/her knowledge. Upon signing this Application, the applicant recognizes that he/she will be held to the statements made on this form. Upon application to the food processing facility, the applicant agrees to follow all rules, regulations, and agreements set forth between management and applicant.

Signed: _______________________________  Dated: ______/_______/_______

APPLICATION FEE PAYMENT – A $100 non-refundable application fee is required. You may pay by check (please do not send cash). Please send one check for total amount due ($100). Checks from international applicants must be in U.S. dollars and be drawn on a U.S. bank. Make checks payable to STONY BROOK UNIVERSITY. Please include the applicant’s name on your check. Your application will not be processed until full payment is received.
Program Requirements

1. Entrepreneur Application

Complete the Entrepreneur Application and send it along with the $100.00 application fee to the address below:

   Stony Brook University Business Incubator
   4603 Middle Country Road
   Calverton, NY 11933

   STEPS 2-5 MUST BE COMPLETED ONLY AFTER ACCEPTANCE TO FACILITY

2. Business Liability Insurance

   All incoming companies must provide proof of business insurance. See the Insurance Information section for policy information, requirements and recommended agencies.

3. NYS Dept. of Agriculture & Markets Article 20-C Food Processing Establishment License

   All production in the facility is regulated by NYS Dept. of Agriculture & Markets. All applicants must obtain an Article 20-C Food Processing Establishment License prior to production. All companies receive an initial and full inspection by NYS Dept. of Ag & Mkts. Food Inspectors.

4. Identification Card

   All applicants must obtain a photo identification key card through Stony Brook University. This card will be used as both a photo identification card and an access card for entrance into the facility.

5. Online Scheduling Tutorial

   Scheduling of production time in our 4 production areas is managed by our online scheduling system. You will receive a login username upon acceptance into the program which will allow you to request production time.
Insurance Requirements

a) At least thirty (30) days prior to taking occupancy, Permittee shall provide evidence in a form acceptable to the University of appropriate insurance issued by a company qualified to transact such business in the State of New York, of the type and in the amounts set forth below, naming the State of New York, the State University of New York and SUNY at Stony Brook as additional insured/loss payees:

   i. **Comprehensive general liability insurance in the amount of $2,000,000 combined single limit.**

   ii. **Worker's compensation insurance and disability insurance in the amount required by New York State law.**

b) Each policy shall contain endorsements specifying that the policy shall not be canceled or amended without thirty (30) days prior written notice to the University from the insurer.

c) Each policy shall contain an agreement by the insurer waiving and releasing any and all claims against the State of New York, SUNY and SUNY at Stony Brook for liability arising from damage or injury caused by any fire or casualty to the Premises. Permittee, for itself and all other persons or entities claiming through Permittee, hereby waives any and all claims against the State of New York, SUNY and SUNY at Stony Brook which would be covered by the insurance policies required to be obtained by Permittee hereunder.

d) Permittee assumes risk of all property and possessions left on the premises, and waives any claims against the State of New York, SUNY and SUNY at Stony Brook for any damages or injury to such property and possessions.

e) Permittee shall not do, keep or permit anything in, on or about the Premises which could contravene insurance policies insuring against loss or damage by fire or other hazards; prevent other Permittees from procuring such policies from companies acceptable to the University, or cause an increase in the insurance rates on any portion of the property.

**ADDITIONALLY INSURED:**

*The State of New York*
*The State University of New York & SUNY at Stony Brook*
*121 Discovery Hill*
*Stony Brook, NY 11794*
Use of the Agriculture Consumer Science Center (ACSC) is granted only to approved users and their employees. This document, which explains the policies and procedures of the program, is posted throughout the facility. Please take the time to read and fully understand the following:

Equipment Uses

Users MUST receive training by Management prior to use of any and all facility equipment. Unauthorized use of facility equipment is in violation of the program Policies & Procedures.

Broken or malfunctioning equipment MUST be reported to management immediately.

Damage due to normal wear and tear will be repaired by Stony Brook University, however if damage is the result of improper use or negligence, the responsible individual/company will be held liable for the repair expense. Stony Brook University is not responsible for inventory, time, or income loss due to equipment failure. Users may purchase business interruption insurance to protect against said loss.

Cleanliness & Dress Code

Culinary attire such as a chef jacket, chef pants, and an apron is recommended. The attire of Permittee’s employees and agents shall comply with all applicable federal, state and local requirements.

Upon entering the food production area, all users MUST wear required safety items including: gloves and hair nets, which will be made available in the staging area.

Clothing must cover arms and legs. Open toe shoes, loose clothing, and jewelry are prohibited in the food processing area.

Animals are not permitted in the building at any time.
Users are responsible for keeping personal equipment and belongings secure. Stony Brook University will make every effort to provide a secure facility; however will not be held responsible for lost or damaged personal belongings, products or supplies. The property of Stony Brook University is not to be removed from the facility.

Users will receive a one-hour cleaning period following each reservation. During this time, users must thoroughly clean all surfaces, utensils, equipment, and areas used during reservation. Users are responsible to check that their processing line is properly and thoroughly cleaned. Each user MUST complete an Area Checklist following production. If the processing line is not found in proper condition, the User will receive a warning, not more than three before their permit is revoked. The Area Checklist Binder is located in each production area. Users will not be charged for one-hour cleaning period.

**Area Scheduling & Reservation**

Management of ACSC is responsible for all production scheduling. An on-line calendar will be available for User review and scheduling requests. Users wishing to reserve an area MUST request time on the calendar by visiting www.stonybrook.edu/calverton. Production time is requested by a User, and must receive approval from Management before the reservation is complete. Users will receive a confirmation email indicating the approval of requested time. Users with outstanding invoices in excess of 60 days will be prohibited from reserving production time until their account has been made current.

**Cancellation Policy**

Stony Brook University requires no less than 24-hour notice of cancellation of scheduled time. Failure to provide 24-hour notice will require payment of an administration fee of $25.00 associated with each reservation.
Facility Access

Stony Brook University will be available for use 24 hours a day to approved Users. Access will be granted only by the use of ID cards provided by University to approved users. The food processing areas are only accessible to licensed Users or pre-approved individuals. No one under the age of 16 is permitted in the food processing area. Individuals under the age of 18 must be in the presence of an adult at all times. You are responsible for your employees. Do NOT leave your employees unattended at any time.

Meat Production – USDA

The ACSC is not an approved USDA facility. Therefore, processing of a food item having any meat content is prohibited. Violation of this policy shall result in immediate termination of use of ACSC.

Cleaning Fee

A $25 per reservation fee is included on monthly invoices for each user. This fee is necessary to maintain the level of cleanliness and safe operation required of a food processing facility.
Delivery Release Form

I, ____________________________________________,
NAME

Owner of ____________________________________________________________,
COMPANY NAME

authorize the staff of the Stony Brook University Incubator at Calverton to accept delivery
of any and all packages, items and/or certified mail addressed to me at the address below:

4603 Middle Country Road
Calverton, NY 11933

____________________________________________________
SIGNATURE

____________________________________________________
DATE
State University of New York at Stony Brook

Facilities Access Permit

This Revocable Permit Agreement is made this _____ day of ___________, 2014 by and between the State University of New York at Stony Brook (“University”), a corporation organized and existing under the laws of the State of New York, with its principal place of business located at Stony Brook, New York, 11794, and ______________________________ (“Permittee”), a ___________ organized and existing under the laws of ____________, with its principal place of business located at ______________________. Subject to and in consideration of mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. A Revocable Permit (“Permit”) is hereby granted by the University to the Permittee for access to the University spaces and/or facilities designated in Exhibit B known as its Agriculture Consumer Science Center (ACSC) for the purposes of specialty food development and manufacturing (the “Premises”). Permittee shall compensate the University for usage of ACSC as invoiced by University on monthly basis; including use rate of $25/hr./each food production area and $100 monthly for each storage cage and/or storage area. Payment is due the University within thirty (30) days from Permittee’s receipt of billing invoice.

2. The term of this Permit shall be for two (2) years commencing on ___________________ and continuing through ____________________. The Permittee may be renewed thereafter upon mutual written agreement for an additional two (2) year term. Permittee shall notify the University in writing of its desire to renew at least thirty (30) days prior to expiration of this Permit. Permittee shall not assign or otherwise transfer all or any part of its interest in this Permit or the Premises to any third party. Permittee shall have the right, for as long as this Permit remains in force, to access, space designated in Exhibit B.

3. This Permit may be terminated by either party upon thirty (30) days’ prior written notice. The University may revoke this Permit immediately for serious violations of state, federal or local law, or if Permittee fails to remedy any violation of University policy or procedure within thirty (30) days after notice as provided herein.

4. Permittee shall acquire and maintain a 20-c license issued by NYS Agriculture & Markets. This includes successful completion of pre-inspection and full inspection by NYS Agriculture & Markets within four months of commencement of operation at ACSC. University may immediately revoke this Permit for failure of Permittee to successfully complete both inspections. Permittee also agrees to acquire and maintain any and all relevant permits, licenses, or certifications from all relevant and appropriate agencies for the manufacture of its specialty food item(s) and shall provide evidence of same to University.

5. Permittee shall obtain and maintain for the term of this Permit insurance as detailed in attached Exhibit C.
6. Permittee shall provide evidence to University of completion of food safety course as acceptable to management of ACSC.

7. Permittee shall take proper care of the facilities and premises made available for its use and shall preserve them in good order and condition. Permittee’s activities shall not infringe upon, delay, or conflict with the normal operations of the University. All operations of Permittee shall be in accordance with University Policy 517: the Facilities Use Guidelines (see http://www.stonybrook.edu/policy/policies.shtml?ID=517). Permittee shall also comply with Policies and Procedures as detailed in Exhibit D.

8. University shall supply all ordinary and necessary potable water, gas, electricity, heat, sewage service and waste disposal for the Premises. Permittee may request upgrades of campus facilities to conduct its operations, and, if approved by University, University will work with Permittee to arrange the upgrade. Permittee shall pay University in advance, for the cost of any and all capital upgrades that it may request.

9. Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authorization of SUNY to possess, maintain, and control the State-controlled property to which this Permit relates, nor shall the dominion and control of SUNY over said State property be in any way diminished. Permittee further agrees that if its use of the State-controlled property to which this Permit relates is inconsistent with State or federal law, or in any way conflicts with the purposes or objectives of SUNY, then this Permit shall be void and of no further force and effect.

10. Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY or University and Permittee with regard to use of State-owned property to which this Permit relates. Permittee further agrees that its relationship to SUNY, University, SUNY, or the State of New York arising out of this Permit is not that of employee-employer should any service be provided, but is, instead, that of independent contractor.

11. Permittee specifically agrees not to hold itself out as representing the State of New York, the State University of New York or the State University of New York at Stony Brook in connection with the use of the State-owned property to which this Permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York at Stony Brook be used by Permittee for any purpose whatsoever without prior, special written approval.

12. Neither party may use the name, trademark or logo of the other without prior written permission. The mention of University in promotional materials generated by Permittee, other than an address, shall be submitted to University’s Office of Communications for approval prior to dissemination.

13. Permittee specifically agrees that if this Permit is canceled or terminated for any reason, Permittee shall have no claim against the State of New York, State University of New York or the State University of New York at Stony Brook, nor against their agents, officers or employees, and further agrees
that the State of New York, the State University of New York, the State University of New York at Stony Brook and their agents, officers and employees shall be relieved from any and all liability.

14. Permittee shall comply with SUNY and University regulations and policies, and with all applicable State, federal and local laws, rules, orders, regulations and requirements. Permittee agrees to the terms and conditions set forth in Exhibits A and A-1 attached hereto.

15. Permittee assumes all risks incidental to the use of space as per Exhibit B and shall be solely responsible for any and all accidents or injuries to persons (including death) or property arising out of or in connection with its activities, use of the facilities, appurtenances and surrounding grounds, if caused by the negligence of Permittee, its agents, employees, invitees or visitors. Permittee agrees to indemnify and hold harmless the State of New York, the State University of New York and State University of New York at Stony Brook from any and all claims, suits, actions, damages, costs or loss arising out of or relating to Permittee’s use of the space and facilities, or the violation by Permittee or its agents, employees and/or visitors of any law, code, order, ordinance, rule or regulation in connection with said use.

16. Any notice to either party hereunder shall be in writing, signed by the party giving it, and served either personally or by registered mail, addressed as follows:

To University:  
Mark Woodruff  
Director of University Revocable Permit Program  
221 Administration  
SUNY at Stony Brook  
Stony Brook, NY   11794 - 1002

Copy To:  
Director, Calverton Business Incubator  
4603 Middle Country Road  
Calverton, NY   11933

To Permittee:  

17. Permittee understands that ACSC is a small-scale, shared use food processing facility and, as such, University cannot provide Permittee any privacy during its use of the shared space.

18. This Permit and attached Exhibits A, A-1, B, C and D constitute the entire agreement between the parties hereto. All previous communications between the parties, whether written or oral, with reference to the subject matter of this Permit, are hereby superseded.

19. This Permit shall be interpreted according to the laws of the State of New York. As necessary, Permittee shall obtain and keep in force at its sole cost and expense any permits or licenses that may be required in this jurisdiction.

20. Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY or University and Permittee with regard to the use of State-owned property to
which this Permit relates. Permittee further agrees that its relationship to the University, SUNY, or the State of New York, arising out of this Permit is not that of employee-employer should any service be provided, but is, instead, that of independent contractor.

21. Permittee specifically agrees to pay all costs as per Exhibit B. Permittee shall be held responsible for and liable to the University for payment of any and all costs incurred by the University to restore the premises in good order and condition, including any pre or post-event expenses incurred by the University to remove signage installed in non-approved locations.

This Revocable Permit Agreement is hereby executed by duly authorized officers of the State University of New York at Stony Brook and Permittee.

STATE UNIVERSITY OF NEW YORK
COMPANY NAME
AT STONY BROOK

___________________________________  ___________________________________
Lyle Gomes
Vice President for Finance
and Chief Budget Officer

Date: __________________             Date: __________________
Five Basic Label Requirements

➢ Identity of Food in Package Form

➢ Name of Manufacturer, Packer or Distributor

➢ Place of Business

➢ Ingredient Declaration

➢ Net Quantity of Contents

➢ Identity of Food in Package Form

a. The principal display panel of a label for a food in package form shall bear as one of its principal features a statement of the identity of the commodity by its common or usual name.

b. Where a food is marketed in various forms (grated, sliced, diced, etc.) the particular form shall be considered as part of the identity statement.

c. The statement of identity shall be present in bold type on the principal display panel and shall be in a size reasonably related to the most prominent printed matter.

➢ Name of Manufacturer, Packer or Distributor

a. In the case of a corporation, only the actual corporate name, and this may be preceded or followed by the name of the particular division involved.

b. In the case of an individual, partnership or association, the name under which the business is conducted shall be used.

c. When the food is not manufactured by the person whose name appears on the label, a qualifying phrase such as “Manufactured for ________”, “Distributed by ________”, or other expression of facts, shall appear with the name.
Place of Business

The place of business shall include the street address, city, State and ZIP code. However, the street address may be omitted if it is shown in a current city or telephone directory.

Ingredient Declaration

a. The ingredients shall be listed by their common or usual name in descending order of predominance by weight, on a single panel of the label.

b. The name of the ingredient shall be a specific name and not a collective name.

1. If the ingredient is a designated spice, flavoring or natural color, it need only be stated as spices, artificial color or artificial flavor. Colorings subject to certification (FD&C) must be listed by their specific name, i.e. FD&C Yellow #5.

2. If an ingredient used in the product conforms to a standard of identity or is a multi-ingredient product, its ingredients are required to be listed on the label.

3. When blends of fats and/or oils are used, the common or usual name of each fat or oil used must be listed in parenthesis following the term vegetable shortening, animal fat or marine oil.

4. If an individual fat and/or oil ingredient is used, not a blend, the common name of that product must be listed in the correct order of predominance.

c. No abbreviations of an ingredient’s common or usual name are permitted, unless explicitly provided for in the statutes.

d. Water used in fabricated foods shall be declared on the label in its order of predominance.

Net Quantity of Contents

a. The principal display panel of a label for a food in packaged form shall bear a declaration of net quantity of contents.
1. The declaration shall be expressed in terms of avoirdupois pound and ounce, volume, and/or numerical count.

2. The declaration shall appear as a distinct item within the lower 30 percent of the principal display panel. The declaration shall be printed in boldface print or type in letters and numbers in a size in relationship to the total square inches of the principal display panel.

<table>
<thead>
<tr>
<th>Area of PDP</th>
<th>Minimum Type Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 sq. inches or less</td>
<td>1/16 inch (1.6 mm/6 point)</td>
</tr>
<tr>
<td>&gt; 5 sq. inches, but &lt; 25 sq. inches</td>
<td>1/8 inch (3.2 mm/14 point)</td>
</tr>
<tr>
<td>&gt; 25 sq. inches, but &lt; 100 sq. inches</td>
<td>3/16 inch (4.8 mm/20 point)</td>
</tr>
</tbody>
</table>

3. The declaration of net quantity of contents shall be expressed in the following terms:

a. Weight (one pound, but less than four pounds) expressed in ounces and followed by the largest whole unit in parenthesis, i.e. NET WT. 24 OZ (1 LB 8 OZ).

b. Fluid measure (one pint, but less than one gallon) expressed in fluid ounces and followed by the largest whole unit in parenthesis, i.e. 20 FL OZ (1 PT 4 OZ).

4. A separate statement of the net quantity of contents in terms of the metric system is required to appear on the principal display panel as part of the required declaration, i.e. NET WT 9 OZ (255g) or 9 FL OZ (266 ml).

- General Label Information

a. Principal Display Panel:

The term “principal display panel” as it applies to food in packaged form means the part of the label that is mostly to be displayed, presented, shown or examined under customary conditions of display for retail sales. The principal display panel shall be large enough to accommodate all the mandatory label information required to be placed thereon with clarity and conspicuousness and without obscuring design, vignettes, or crowding.
b. Information Panel:

The term “information panel” as it applies to packaged food means that part of the label immediately contiguous and to the right of the principal display panel as observed by an individual facing the principal display panel.

c. Labeling Information Requirements:

All information appearing on the principal display panel or information panel shall appear prominently and conspicuously, but in no case may the letters/numbers be less than one-sixteenth of an inch in height, except for those requirements previously addressed.

d. Language:

1. All required label information shall appear in the English language.

2. If the labeling bears any statutory information in a foreign language, all the required labeling information shall appear in both the foreign and English language.

e. Imitation Foods:

If any food product is an imitation of another, and is nutritionally inferior to that product, it must be labeled “Imitation____”, with the space being filled in with the name of the food imitated, and with the word “imitation” in type of uniform size and prominence as used for the name of the food.

f. Packaging:

A package or commodity in packaged form means any commodity put up or packaged in any manner in advance for retail sale. This should include cellophane wrapped products kept in a closed display case, even if these products need to be weighed and priced at the time of sale.

g. Nutrition Information:

Information as to the requirements for inclusion of nutrition information on a label should be addressed to this agency.
The New and Improved Nutrition Facts Label – Key Changes

The U.S. Food and Drug Administration has finalized a new Nutrition Facts label for packaged foods that will make it easier for you to make informed food choices that support a healthy diet. The updated label has a fresh new design and reflects current scientific information, including the link between diet and chronic diseases.

1. Servings
The number of “servings per container” and the “Serving Size” declaration have increased and are now in larger and/or bolder type. Serving sizes have been updated to reflect what people actually eat and drink today. For example, the serving size for ice cream was previously 1/2 cup and now is 1/4 cup.

There are also new requirements for certain size packages, such as those that are between one and two servings or are larger than a single serving but could be consumed in one or multiple sittings.

2. Calories
“Calories” is now larger and bolder.

3. Fats
“Calories from Fat” has been removed because research shows the type of fat consumed is more important than the amount.

4. Added Sugars
“Added Sugars” in grams and as a percent Daily Value (DV) is now required on the label. “Added Sugars” include sugars that have been added during the processing or packaging of a food. Scientific data shows that it is difficult to meet nutrient needs while staying within calorie limits if you consume more than 10 percent of your total daily calories from added sugar.

5. Nutrients
The lists of nutrients that are required or permitted on the label have been updated. Vitamin D and potassium are now required on the label because Americans do not always get the recommended amounts. Vitamins A and C are no longer required since deficiencies of these vitamins are rare today. The actual amount in grams in addition to the %DV must be listed for vitamin D, calcium, iron, and potassium.

The daily values for nutrients have also been updated based on newer scientific evidence. The daily values are reference amounts of nutrients to consume or not to exceed and are used to calculate the %DV.

6. Footnote
The footnote at the bottom of the label has changed to better explain the meaning of %DV. The %DV helps you understand the nutrition information in the context of a total diet.

Manufacturers will need to use the new label by July 28, 2018, and small businesses will have an additional year to comply. During this transition time, you will see the current Nutrition Facts label or the new label on products.

For more information about the new Nutrition Facts label, visit:
www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/LabelingNutrition/ucm385655.htm

July 2018
Note: The images above are meant for illustrative purposes to show how the new Nutrition Facts label might look compared to the old label. Both labels represent fictional products. When the original hypothetical label was developed in 2014 (the image on the left-hand side), added sugars was not yet proposed so the “original” label shows 1g of sugar as an example. The image created for the “new” label (shown on the right-hand side) lists 12g total sugar and 10g added sugar to give an example of how added sugars would be broken out with a % Daily Value.
**Imperial Bag & Paper Company**

Contact:
Phone – 201-437-7440
Website - [www.ImperialBag.com](http://www.ImperialBag.com)

**Hubert Co.**

Contact:
Phone – 1-866-482-7357
Website – [www.hubert.com](http://www.hubert.com)

**JB Prince**

Contact:
Phone – 212-683-3553
Website – [www.JBPrince.com](http://www.JBPrince.com)

**Inline Plastics Corp.**

Contact:
Phone – 800-826-5567
Website – [www.inlineplastics.com](http://www.inlineplastics.com)

**CupTainers**

Website – [www.cuptainers.com](http://www.cuptainers.com)

**ULINE Shipping Supply Specialists**

Website – [www.uline.com](http://www.uline.com)

**Bake-A-Box**

Website – [www.bakeabox.com](http://www.bakeabox.com)
Recommended Insurance Agencies

**Eastern Classic Coverage Insurance Agency**

1055 Stewart Avenue,  
2nd Floor, Suite #5  
Bethpage, NY  11714

Contact:  
**Bob Bleistein**  
Bobb@classiccoverage.com  
www.ClassicCoverage.com  
516-320-8120 – Phone  
516-320-8121 – Fax  
516-448-4212 – Cell

**Price, Capell and Associates, Inc.**

1150 Portion Road, Suite 14  
Holtsville, NY  11742

Contact:  
**Michelle League, Acct. Representative**  
mleague@capellinsurance.com  
631-698-7400 – Phone  
631-698-8310 – Fax

**Sharon Hamilton**  
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