

## **Fluvanna County Community Center Commercial Kitchen Use Handbook**

Dated: March 15, 2023

### **ABOUT OUR KITCHEN**

The Fluvanna County Community Center Commercial Kitchen is a licensed commercial Kitchen that is certified for food production. Users can use the Kitchen by the hour or day to produce food while fulfilling regulatory compliance to create food products to sell directly to a consumer, online, wholesale, or to a retail establishment. Target Users of the commercial Kitchen include small business owners and startups interested in food production. The Kitchen features a commercial six-burner stove, large refrigerator and freezer, stainless steel serving line, stainless steel prep line, three compartment cleaning sink, and a dishwasher. The Kitchen has a 100-meal limit per day limit; could increase depending on weeks' use request. The Kitchen is available by appointment only during normal business hours generally from 8:00 A.M. to 5:00 P.M. Monday through Saturday. The Kitchen is closed when the County of Fluvanna Offices are Closed due to inclement weather emergencies.

### **HOW USERS GET STARTED USING THE KITCHEN**

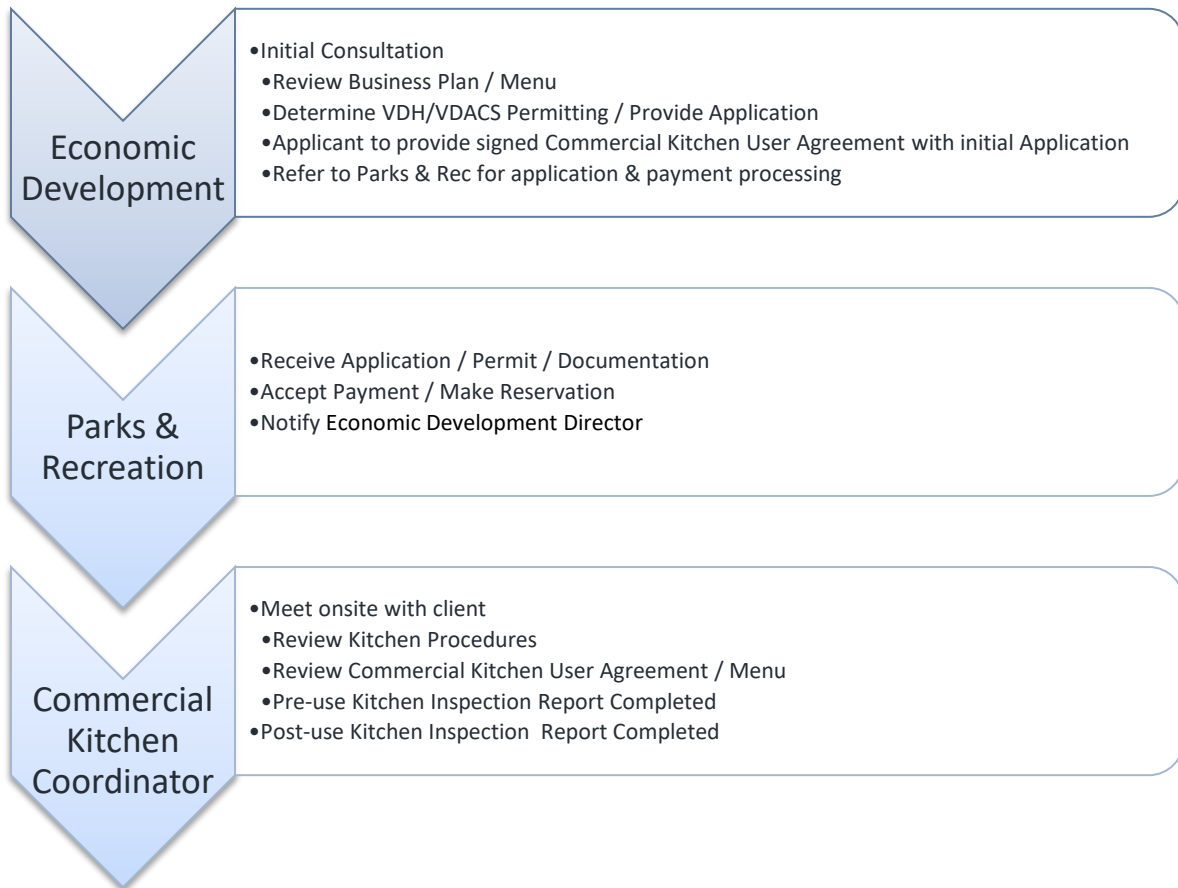
1. Contact the Economic Development Office at [econdev@fluvannacounty.org](mailto:econdev@fluvannacounty.org) to schedule an initial consultation to review your business plan and menu.
2. Fill out the Fluvanna County Community Center Commercial Kitchen Use Application, to be reviewed at time of meeting.
3. Review the Commercial Kitchen User Agreement which must be signed and submitted with your initial Application during the Term (as defined in the Commercial Kitchen User Agreement). The Commercial Kitchen User Agreement applies to all Applications submitted during the Term.
4. Submit full application to VDH/VDACS for permit and inspection.
5. Submit your completed application with deposit and use fees to Fluvanna County Parks and Recreation, indicate your desired use dates and time. Provide the following with application:
  - o Photo ID
  - o \$100 Security Deposit, due at time of reservation (at all times during the Term, as defined in the Commercial Kitchen User Agreement, the Security Deposit must be maintained at \$100)
  - o Copy of liability insurance (with County of Fluvanna listed as an additional insured and in complete conformance with the requirements of the Commercial Kitchen User

Agreement – see specifically Section K(3) thereof)

- o Copy of VDH or VDACS permit/certification - For caterers, personal chefs and food trucks, please submit a copy of your permit with Commercial Kitchen Use Application. For specialty food producers and/or bakers, please submit a copy of your Virginia Department of Agriculture Inspection Report.
- o Copy of ServSafe or Food Handler's certificate (if applicable)
- o Any other permits, licenses, menus or other documentation required by the Application or Commercial Kitchen User Agreement

6. Review this Fluvanna County Community Center Commercial Kitchen Use Handbook, return a Commercial Kitchen User Agreement signed by User or a duly authorized agent of the User.

7. The Commercial Kitchen Coordinator will contact you to set up an on-site tour and review policies and procedures. The Commercial Kitchen Coordinator is available by telephone at: (434) 842-3150 or email at [econdev@fluvannacounty.org](mailto:econdev@fluvannacounty.org).



## **PAYMENT OF FEES**

We use RecDesk software for billing, as all deposits and payments for use of the Kitchen are due in advance. We accept any major credit card, checks, and cash. You will use the Kitchen Inspection Report to clock in and out of the Kitchen having both the Commercial Kitchen Coordinator and client sign together. If your pre-scheduled time goes over it will be recorded in the Inspection Report. If you are going to be more than 30 minutes over the pre-scheduled time, please notify as soon as possible the Commercial Kitchen Coordinator that is on site. You will be required to pay the deposit, and all use and other fees at least two (2) weeks prior to your use date, or as otherwise agreed to by the Parks and Recreation department. Payments not made to Fluvanna County Parks and Recreation two (2) weeks prior to the use date will result in the cancellation of the use and may result in loss of any deposit or partial prepayments made per the Agreement. The Agreement has more detailed billing information and controls over this Handbook in the event of any conflict, please read the Agreement carefully for additional and more complete information.

## **SECURITY DEPOSIT**

The \$100 Security Deposit due at time of reservation, covers any excess cleaning or damages to equipment due to misuse. It is fully refundable if, after inspection by the Commercial Kitchen Coordinator, the Kitchen is found to be clean and in good order. Security deposits will be refunded within 45 days of the end of the Term. Please note the County maintains your Security Deposit during the Term of the Commercial Kitchen User Agreement, and such will apply to future Applications so long as it is not depleted by cleaning or damage costs. For example, you submit your Commercial Kitchen User Agreement (which is valid through the current Term ending June 30, 2024), and an Application for use on March 1, 2023 with your \$100 deposit. You use the Kitchen on March 1, 2023, and return the Kitchen and Equipment timely in a clean condition and as required by the Commercial Kitchen User Agreement. The County will continue to hold your \$100 deposit to be used toward your next use during the Term. Thus, with your next Application during the Term you will not be required to pay the \$100 Deposit again, because the County will still be holding the initial \$100 deposit. At the end of the Term in accordance with the Commercial Kitchen User Agreement, the County will refund any Security Deposit it is still holding on behalf of any User which has not been depleted for cleaning, damage or misuse.

## **CANCELLATIONS**

The Fluvanna County Community Center Commercial Kitchen requires no less than two (2) business days' notice of cancellation. In the event that a cancellation is made without adequate notice, the hourly rate will still be assessed. In the event that equipment failure renders the facility temporarily unavailable, at no fault of the User, the User will be given credit for lost time or shall receive a refund.

Please reserve a block that includes sufficient time for set-up and clean-up, the County recommends at minimum one half hour for setup, and one half-hour for clean-up either side of

the hours you need for processing. Reservations may be made by submitting an Application up to one year in advance.

### **ACCESS TO THE FACILITY**

The Fluvanna County Community Center Commercial Kitchen is for use by appointment only and is not open to public access. Only pre-approved Users may be in the production area. Any children in the food processing area must be in the presence of an adult at all times.

Access to the facility will be provided by the Commercial Kitchen Coordinator or designated staff.

### **NUMBER OF USERS IN THE KITCHEN**

In order to prevent cross contamination and to minimize unsafe crowding of the Kitchen, no more than three Users from the business will be allowed in the Kitchen at the same time, provided this is agreeable to both processors, the types of processing are compatible, and safety and sanitation policies are not compromised. The total number of people directly involved in processing allowed in the Kitchen may not exceed six.

### **INSURANCE**

Proof of insurance is REQUIRED prior to use; and such shall comply with the requirements set forth specifically in Section K(3) of the Commercial Kitchen User Agreement.

### **FOOD SAFETY MANAGER CERTIFICATION**

The Commonwealth of Virginia requires that each participating business have at least one person on its staff participate in an accredited food manager certification program. Here's a list of accredited programs:

- ServSafe - National Restaurant Association, Educational Foundation
- Thompson Prometric - Certified Professional Food Manager
- National Registry of Food Safety Professionals, Food Safety Manager Certification
- Always Food Safe, Food Protection Manager Certification

### **EQUIPMENT**

Each User must bring their own cleaning towels, cooking items, ingredients, utensils, small wares and other special items necessary to their specific production needs. No equipment belonging to the Commercial Kitchen is ever to leave the Fluvanna County Community Center Commercial Kitchen.

## **STORAGE**

All storage use must be approved by the Commercial Kitchen Coordinator or designated staff. All Applicable Laws and guidelines applying to food/ingredient storage must be followed by the individual User.

## **INSPECTION**

The County and its agents, including without limitation the Commercial Kitchen Coordinator, shall have the right to inspect at all times without advance notice. Any regulatory body, including without limitation any state licensing agency, and food safety inspectors may inspect at all times without advance notice.

## **INSPECTION REPORTS**

State Permits/Inspections/Certificates: A copy of every inspection report must be submitted to the Commercial Kitchen Coordinator and will be kept in the User file. Users shall complete an inspection report prior to each use of the Kitchen; and shall also complete an inspection report at the end of each use of the Kitchen.

Commercial Kitchen Pre/Post Use Inspection Report: The User must complete a Pre-Use inspection of the Kitchen and Equipment before each use and detail any damages or issues on the Commercial Kitchen Pre/Post Use Inspection Report. If the Commercial Kitchen Coordinator reasonably disagrees with the substance of such pre-use report, then the User's use of the Kitchen will be denied for cause. After each use of the Kitchen, the User must complete a Post-Use inspection of the Kitchen and Equipment and detail any damages or issues on the Commercial Kitchen Pre/Post Use Inspection Report. Users must also report on the Post-Use Inspection Report any injuries or accidents that occurred. The User certifies the information on such pre/post use inspection report is true and correct.

## **FOOD AND EQUIPMENT SANITATION**

Foodborne illness outbreaks have been linked to food workers preparing foods while they are sick. Outbreaks of illness have also been linked to workers experiencing symptoms of illness. These illnesses are then transferred to the food that the ill workers are preparing.

Food Operators are subject to Virginia Department of Health (VDH) Rules and Regulations. Consistent therewith there is an Exclusion and Restriction of Ill Persons in the Kitchen as follows:

1. Persons who have specific symptoms (e.g., vomiting, diarrhea, jaundice) shall not be in the Kitchen.
2. Persons who have been diagnosed with one of the following: Salmonella Typhi, Shigella spp., Shiga toxin-producing Escherichia coli or Hepatitis A virus must be excluded from the Kitchen as required by VDH.
3. Persons, who have been exposed to these specific agents by a family member or someone who lives in their household, or because of an outbreak, must be restricted or excluded, if required by VDH.
4. Employee with a lesion containing pus or an infected wound must be evaluated and excluded if and as required by VDH.

All individuals using the Kitchen must not be ill (as defined by Applicable Law and VDH), and follow all required sanitation requirements as identified by the VDH including dress code, food handling, equipment sanitation, personal hygiene, hand washing, hair nets, and gloves as required by Applicable Law.

### **CLEANING THE FACILITY**

Each User is responsible for cleaning the Kitchen to the same standard they find it in upon arrival. If the Kitchen is not cleaned to the required standard prior to User's reserved time period, the User must notify the Commercial Kitchen Coordinator. Instructions for cleaning the Kitchen are provided to each User during orientation and are posted in the Kitchen. Users who do not comply with proper cleaning procedures will be assessed a minimum \$100 cleaning fee, in the event the costs of cleaning exceed \$100 the User shall be liable for all such costs of cleaning.

### **PRODUCTS PRODUCED**

All products produced must be permitted and meet the approval of the County and the Blue Ridge Health District and/or Virginia Department of Agriculture. All products must be processed, labeled, packaged, and warehoused according to Applicable Law. Copies of all labels must be included in the on-site User file.

### **INGREDIENT AND PACKAGING RECORDS**

Sourcing of all ingredients and packaging used in the production of foods at the Fluvanna County Community Center Commercial Kitchen must be identified and filed at the Kitchen facility in the on-site User file.

### **NOTICE OF RECALL, CLAIMS, AND SUITS**

The Fluvanna County Economic Development Director and Fluvanna County Parks and Recreation Director must be notified immediately of any recall, claims, suits, or pending litigation.

### **DISMISSAL FROM FACILITY**

If the User fails to comply with requirements of the Commercial Kitchen User Agreement, this Handbook, or the reasonable policies of the County, dismissal from the facility may result. If the User is in breach of the Commercial Kitchen User Agreement or policy or otherwise puts others at harm or risk, or puts the Kitchen or Equipment at risk, the dismissal will be immediate and the County may immediately terminate the Commercial Kitchen User Agreement for cause and not allow the User to use the Kitchen in the future (permanently or for a period of time). For lesser violations which are not material in nature the County may choose to provide warnings as follows. Failure to comply one time will result in a verbal reminder and warning. Failure to comply a second time will result in a written warning. Failure to comply a third time will result in suspension for three months. The User may return after three months on a probationary period with reviews after each use for three months.