

GUIDELINES AND POLICIES FOR THE USE OF OUR SAVIOUR'S LUTHERAN CHURCH COMMERCIAL KITCHEN

Exhibit B

Introduction

This handbook provides Our Saviour's Lutheran Church's (OSLC) policies and information to the client of our commercial kitchen. Client is responsible for knowing the content and he or she is expected to adhere to the policies that govern the operation of the commercial kitchen.

Changes to Our Policies

OSLC may publish amendments and new versions of this handbook. OSCL will inform client that changes have been made. The current version of the handbook is available on OSLC's website (www.oslcnorge.org). The client is encouraged to check the website for current information.

Requirements for Kitchen Use

Before using OSLC's commercial kitchen, client must:

- Attend one hour orientation to the commercial kitchen and facilities and finalize paperwork with OSLC.
- Sign the Operating Lease Agreement.
- Provide a copy of a valid Safe Serve Certificate, and have it with you during the use of the kitchen (if applicable).
- Provide a copy of a valid Virginia Health Department or US Agriculture License (if applicable).
- Provide proof of liability insurance with OSLC listed as additional insured, and maintain the policy for the duration of the use of the kitchen.

Reservations

You may check the availability of the kitchen by contacting OSLC's office (Monday through Friday from 9 a.m. to 2 p.m.) at 757.564-3745 or by e-mail (oslcnorge@verizon.net). Reservations are accepted in the order they are received.

Reserving Kitchen Time

The kitchen may be rented

Payment

After a reservation (or lease agreement signed) has been made, the client will receive an e-mail confirming the commercial kitchen has been booked (date and time). The client must pay a security deposit of \$300 prior to the rental of the kitchen. Three hundred dollars will be returned to the client provided there are no claims for equipment damage or loss, damages to

OSLC's facilities, the need to clean up following the client's use of the kitchen. The remaining \$50 is non-refundable for administrative fees.

Clients will lose their check writing privileges after one (1) returned check for insufficient funds.

Cancellation Policy

Once time has been reserved, it becomes unavailable to other clients. The cancellation policy is:

- A full refund up to 14 days prior to the rented time.
- Seventy-five (75) percent refund 13 to 4 days prior to the rented time.
- Fifty (50) percent refund up to 3 days prior to the rented time.
- No refund 2 days or less prior to the rented time.

Unused Hours

Unused hours for the kitchen time cannot be carried forward.

Kitchen reservations cannot be transferred or exchanged without prior approval from OSLC.

Scheduling Drop/off and/or Pick-up

The client must be present to receive deliveries or pick-ups.

Using Unreserved Time

The client is expected to finish and clean the kitchen within his or her reserved time. It is critical to respect another client's reserved time. Plan appropriately. If another client has reserved the time, and he or she has agreed to share the time, then work with him or her that all the work can be accomplished. Clean up as much of the space as possible to make room for the person with whom you are sharing time.

If a client uses the kitchen beyond his or her reservation time, and keeps another client waiting, then the client will be charged 150 percent of the fees for the time the other person is kept waiting. If there is no client waiting, then the client will be charged the regular hourly rate for overtime.

Storage

Dry Storage

Limited space maybe available to the client as agreed upon by the Licensor.

Refrigerator and Freezer Storage

The left-side of the refrigerator is available for storage. Avoid storing anything on shelves in the refrigerator or freezer that are marked reserved.

All products and food items not in their original containers must be labeled clearly with your name, current date, and contents. **Items that are not clearly labeled or stored appropriately will be thrown away.**

OSLC is not responsible for equipment, food, clothing, etc., left in the commercial kitchen.

Do not store anything on the kitchen floor.

Do not store anything on the storage rack unless permission from OSLC has been obtained.

Do not store anything in OSLC's equipment (e.g., mixing bowls, sheet pans, pots, and so forth).

Store all meat on the bottom shelf of the refrigerator or freezer. If space is limited, ask OSLC for assistance.

From time to time, OSLC may ask clients to remove any and all items from the refrigerator and/or freezer (e.g., to clean it) within 7 days. Any items not removed will be discarded.

Parking

Please avoid using the concrete pad for parking. Instead, park out in the lot. If the client has special parking needs, please ask OSLC. OSLC is not responsible for any damage, theft, etc.

Ordering from Vendors

Clients must have their own accounts with vendors and place orders for delivery to OSLC. Clients must be present to receive their deliveries. Do not call in an order under OSLC's name. OSLC is unable to accept an order on the client's behalf.

Using the Equipment

Clients are welcome to use the equipment in the commercial kitchen. There are a number of items and supplies that OSLC does not provide. This includes, but is not limited to, the following items:

- Parchment paper
- Gloves
- Hairnets
- Plastic wrap
- Garbage bags (other than for the two large trash containers)

Use of the Telephone

During office hours (normally Monday through Thursday from 9 a.m. to 2 p.m.), the telephone is available in the office in case of emergencies. The telephone may not be used by clients for business or personal calls.

Commercial Kitchen Use and Cleaning Policies

General Guidelines

Clients are expected to follow all the sanitation requirements of James City County and the Commonwealth of Virginia. Appendix A provides a quick reference for specific requirements and guidelines to be followed.

Please note: any fines incurred by OSLC because of a client's or a client's employee failing to adhere to these guidelines and policies will be charged to the client.

Dish Washing

Proper dish washing and sanitizing is critical for both public health and cost containment. Clients are expected to scrape and pre-rinse in the double sink and follow the standard wash, rinse, sanitize procedure in the triple sink.

Scrape into the trash and pre-rinse all heavily soiled dishes, including large food scrapes, greasy/buttery equipment, animal products, and so forth, in the double sink. This will make washing in the three-compartment sink easier, and save costs associated with overuse of soap and sanitizer due to changing dirty dish water.

Use the triple sink for standard wash, rinse, sanitization of all dishes and equipment. If any compartment becomes too dirty or too cold, empty the compartment, clean the sink, and refill as needed. However, scraping and pre-rinsing should keep this to a minimum.

Sweeping and Mopping Floor

The client is expected to sweep and mop the kitchen floor, including under the sink areas. Fill the mop bucket with fresh hot water and bleach. When finished mopping, empty the mop bucket, rinse and ring the mop and hang it above the slop sink to dry. Replace broom and dustbin to storage area.

Wiping Down Equipment

Wipe down all equipment used. Always use a clean rag, first with soap and water, followed by a sanitizer solution. Be sure to wipe down all equipment used (sheet pans, table can opener, inside the microwave, etc.). For equipment that disassembles into smaller parts (i.e., table can openers, mixers) wash, rinse, and sanitize the parts in the three compartment sink. If the stove is soiled, remove the grates and wash in the three compartment sink. Wipe down the stove.

Appendix A

Kitchen Use Policies Reference

Attire

- Aprons or chef jackets must be worn by anyone using the kitchen.
- No sandals or open-toed shoes are to be worn by anyone using the kitchen, even when picking up or dropping off.
- Cover or tie back long hair.

Health and Safety

- No glass, ceramic, or breakable containers in the kitchen.
- No eating in the kitchen. Drinks should be kept under the tables with lids/caps on them.

Sanitation and Cleaning

- Scrape and pre-rinse all heavily soiled dishes (large scraps, greasy/buttery bowls, grounds, animal products) in the double sink.
- Wash all dishes and equipment in the three compartment sink (right to left: wash, rinse, sanitize).
- Air dry all dishes and equipment.
- Do not stack cutting boards or sheet pans while they are drying. Dry board individually on speed racks or drying racks. Dry sheet pans inverted on speed racks.
- Follow all proper sanitary guidelines for preparation of meat, including proper sanitation of equipment, tables, cutting boards, etc.

Finishing the Use of the Kitchen

- Be sure that large sheet pans, bowls, etc. are clean for the next person to use them. Especially any greasy/buttery residue and baked-on food.
- Wipe down and sanitize all counters, tables, sinks, and equipment (doors, knobs, controls, bases, etc.) using sanitizer and a clean towel. Remember to clean the stove and inside the microwave.
- Sweep and mop thoroughly mop the kitchen.
- Be sure that all food – not in its original containers – is properly labeled (name, date and contents).
- Take out the trash. Trash bags should be tied and placed in the large dumpster.
- Empty any trash that has spilled outside of a bag, and into the garbage can or dumpster. Replace all trash containers with clean bags.
- Clean and break down all cardboard/paper boxes and place in the dumpster.

Application Process

Step 1: Application and General Requirements

- Complete and submit an application (www.oslcnorge.org).
- Pay a one-time, non-refundable \$50 processing fee.
- Provide proof of your valid ServeSafe™ certification.
- OSLC' Commercial Kitchen Committee Chair will notify applicants of their "pre-approval" as soon as possible.

Step 2: Pre-Approval

- Upon approval, applicants need to take the following actions:
 - Review, sign, and submit the Commercial Kitchen Lease Agreement.
 - Review OSLC's Commercial Kitchen Policy and Procedure Handbook and sign and submit the form verifying you read the handbook and will follow the policy and procedures.
 - Provide proof of both general and product liability insurance coverage of at least two million dollars that names "OSLC" as an additional insured.
- With the completion of the above, OSLC will issue an Approval Letter for your business.

Step 3: Complying with Specific Food Safety Regulatory Requirements

OSLC commercial kitchen is licensed by the Virginia Health Department (VHD) and inspected by the Virginia Department of Agriculture and Consumer Services (VDACS).

The types of food products your business produces or intends to produce will determine how your business is or will be regulated and by which of these and/or other related authorities, e.g., U. S. Department of Agriculture. If your food business conducts interstate commerce, it may also be subject to Food and Drug Administration (FDA) requirements.

To help your business navigate through and comply with applicable food safety requirements and get your business operating legally from OSLC's commercial kitchen, here are the requirements in accordance with two main food business categories:

Category 1

Food businesses that produce, prepare, assemble, or provide food for immediate consumption by the public to include, but not limited to: caterers, personal chefs, meal preparation and delivery.

Category 1 food businesses are primarily regulated by local health departments. The point contact is James City County.

Category 2

Food businesses that manufacture, produce, process, and package food for sale (retail or wholesale) to include, but not limited to: specialty food producers and bakers. In the Commonwealth of Virginia, Category 2 food businesses fall under the jurisdiction of Virginia Department (<http://www.vdacs.virginia.gov/regulatory/index.shtml>).

Category 1 Food Businesses Specific Requirements for Caterers, Personal Chefs and Meal Preparation/Delivery Operations

The following are **specific requirements of the VDH** for businesses that produce, prepare, assembly or provide food for immediate consumption by the public such as food catering or meal preparation/delivery operation.

Complete and submit the **VHD application for permit to operate a food service establishment (Food Establishment Permit Application)** along with the following:

- OSLC's Approval Letter
- A copy of your business license (or a copy of the business license application)
- Proof of a valid Servsafe™ certification
- Non-refundable fee of \$40.00 payable to VHD

Upon receipt of the Food Establishment Permit Application, VHD will schedule a "Pre-opening Inspection" of your base of operations (i.e., OSLC's Commercial Kitchen). According to VHD, the inspection should be scheduled within 5-10 days after notification.

Make sure you inform OSLC's office when you have scheduled your VHD Pre-opening Inspection (757.564.3745) in order to avoid any conflicts. Upon passing the inspection, VHD will issue the Food Establishment Permit to allow your business to operate from OSLC's Commercial Kitchen.

This permit will allow you to operate your food business at OSLC.

Please note:

- Each food business that operates from OSLC's Commercial Kitchen must be approved for a permit.
- Once your food business is permitted to operate in OSLC's Commercial Kitchen, other types of inspections by VHD may or will be necessary. For more information see: <http://law.lis.virginia.gov/admincodeexpand/title12/agency5/chapter421/>
- Your business is responsible for complying with all VHD inspection requirements.
- Once your business has been issued a Food Establishment Permit by VHD, you may proceed to Step 4.

Category 2 Food Businesses

Specific Requirements for Specialty Food Produces and Bakers

The following are **specific requirements of VDACS** for businesses that manufacture, produce, process, and offer packaged food for sale (retail or wholesale) such as specialty food producers and bakers that sell food products at retail stores, farmer's markets, cafes, restaurants, and online.

Review Virginia's Food Safety and Security Laws and Regulations (<http://www.vadacs.virginia.gov>).

Submit your packet, along with OSLC's Permission Letter, to VDACS. Upon receipt of the VDACS Information Packet, the inspector will contact you to schedule a "Pre-Opening Inspection" of your base operations (i.e., OSLC Commercial Kitchen). According to VDACS, the inspection should take place between 5-10 days. **If you need assistance completing the VDACS Information Packet, please contact VDACS directly 804-692.0601.**

Make sure you inform OSLC's office when you have scheduled your VHD Pre-opening Inspection (757.564.3745) in order to avoid any conflicts. Upon passing the inspection, VHD will issue the Food Establishment Permit to allow your business to operate from OSLC's Commercial Kitchen.

Please note:

- Each food business that operated from OSLC Commercial Kitchen must be inspected and issued an Inspection Report.
- Once your food business receives its initial Inspection Report from VDACS, other types of inspection by VDACS may or will be necessary. . For more information see: <http://www.vdh.virginia.gov/EnvironmentalHealth/Food/index.htm>.

Step 4: Final Step Prior to Leasing OSLC's Commercial Kitchen

Now that your food business has received either a Food Establishment Permit by VHD and/or Inspection Report by VDACS, here are your final steps prior to leasing the kitchen:

- Pay a basic deposit fee of \$300 that is refundable provided that OSLC's Commercial Kitchen doesn't any damage to the equipment, facility, or for failure to clean the kitchen and equipment, or non-payment.
- Attend a one hour orientation to the facility and receive training on the proper use of the equipment.

Upon successful completion of this step, OSLC will allow you to lease and schedule the use of the commercial kitchen.