

## **Yadkin County Business Development Kitchen (Incubator Kitchen)**

What is an Incubator/Shared Kitchen? An incubator kitchen is a commercially operated facility inspected and licensed by the County's Environmental Health Department. Financially, incubator kitchens provide an opportunity for individuals or groups to pioneer a food related business.

Entrepreneurs may take advantage of professional kitchen space while creating or growing a food related business. Individuals who want to start a food related business do not have to invest upfront capital for facilities or equipment, and are able to focus on marketing, sales, packaging, and distribution. Each individual or group must be inspected and licensed by Environmental Health.

An incubator kitchen can be beneficial for various groups of people. Farmers, catering services, food trucks, Mr. and Mrs. Tom Jones who want to start a chicken pot pie business, Miss Mendoza who makes and sells dried spices from an old family recipe, or even Mr. Perdue who needs a place to prep food for his food truck business. The list goes on and on of who can use an incubator kitchen. This space provides opportunity to produce product for marketable venture. This is the first step for creating a low cost food-related business.

How much time should be allotted for individuals to use incubator kitchens? Research suggests that approximately 12 to 24 months may be sufficient. Production on a long term basis would be completed in either a self-owned establishment, or with a co-packer. Mrs. Jones may have the ability to obtain a business loan and build a commercial kitchen after two years of using the incubator kitchen. Mr. Perdue might have the ability to extend usage of the incubator kitchen, or could potentially contract with Mrs. Jones who opened a commercial kitchen. The objective of incubator kitchens is to provide assistance to individuals who wish to establish a food-related business.

It is the responsibility of the renter to research products that the business will be producing, packaging, and labeling. The County has excellent employees who can provide assistance to entrepreneurs, whether it be by providing website links or answering questions. Ready-to-eat foods and mobile food carts or food trucks need a commercial kitchen to serve as a commissary. Make appointment with Environmental Health obtain all necessary forms and permit.

Informational Websites: [NC Department of Agriculture, Entrepreneur Initiative for Food \(ei4f\) from North Carolina State University, www.ncagr.gov/fooddrug/food/foodbiz.htm](http://www.ncagr.gov/fooddrug/food/foodbiz.htm)

The Environmental Health Department offers two Food Safety classes per year. Attendance at one of these classes is required for any one handling food. These are held at the buildings and permit office. The Cooperative Extension office will be able to direct you to the correct agency for your product, whether it be NCDA & CS, USDA, FDA, or Environmental Health. Environmental Health will operate as the main resource center. There are State and Federal regulations in place to protect the producer and the public concerning all food products. There are no gray areas when it comes to these regulations. Ready-to-eat products must have a written plan and testing program to address the pathogens Listeria monocytogenes and E-coli. Depending on the type of product is being prepared, some or all of the following from our various regulatory agencies will be required.

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### **Check List Required Before Approval**

- Registration and Licensures
- Standard Operating Plans (SOP)
- Hazard Analysis and Critical Control Point (HACCP) Plan
- Production Check list (pg. 5)
- Safety Data Sheets (SDS) for all chemicals, soaps, etc. All bottles must be labeled.
- An operating schedule, detailing the hours of operation, must be submitted and approved.
- Liability Insurance
- Completed Application Process (Appendix -A) (pg. 3-4)
- Food Safety Class Certifications (ServSafe, or others authorized by Environmental Health)
- Food Safety Program "*Orientation Checklist*"(Appendix-C)
- Water Portability Certificate from Environmental Health**

#### **The list below may not apply to everyone**

- Labels must meet regulatory requirements. ("Must have ingredients list and weight of ingredients. With heaviest listed first.")
- Letter of Guarantee from manufacturer on any spice, liquid, and packaging used to hold and sale product.
- UPC (Uniform Product Code) is required to obtain UPC identification.
- Obtain Sales & Use Tax ID Number.
- Power of Hydrogen (pH) verification of products.
- Watery Activity (aW) verification of products.
- Scales must be certified by Scale Technician.
- Packaged products will be inspected by the North Carolina Department of Agriculture and CS. If produced and packaged in jars, bottles, or bags; as frozen or refrigerated items; or as baked goods, the product may come under additional regulations and will be under subject to inspection by that agent or agencies.

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Orientation Check list

- Annual Memberships, Payments, and Contracts (Appendix-A)
- SOP Employee Health and Personal Hygiene (Appendix-C) (pg.20-21)***
- SOP Facilities and Equipment ( Appendix-C) ( pg. 23-26)***
- Communications SOP (Appendix-C) (pg. 27-28)***
- Read and Sign Rules Governing Kitchen Use
- Food Safety Introduction (if not certified)
- Equipment Training
- Time and Temperature Logs (**provided**)
- Thermometer Calibrations Logs (**provided**)
- Refrigerator/Freezer Logs (**provided**)
- Business Development Kitchen Sign-In-Form (**provided**)

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix -A

### **Yadkin County Business Development Kitchen Application**

Date: \_\_\_\_\_

#### **Renter Information:**

Name (Renter) : \_\_\_\_\_

Business Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Business phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Website: \_\_\_\_\_

Fax: \_\_\_\_\_

- You are required to notify us of any change in address or contact information.

#### **Business Status:**

New Business: \_\_\_\_\_ Date started: \_\_\_\_\_

Existing Business: \_\_\_\_\_ Date started: \_\_\_\_\_

Sole proprietorship: \_\_\_\_\_ LLC: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_

Other: \_\_\_\_\_

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## Products

Please describe the products you are planning on producing.

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Please check all categories that apply to products being created.

1. Baked Goods
2. Catering Services
3. Salsas, Sauces, Dressings
4. Pickles
5. Jams
6. Teas, Spice Mixtures, etc.
7. Mobile Truck
8. Hotdog Carts
9. Other, please describe:

Do any products require a scheduled process (acidified foods such as pickles, relishes, chutneys, etc.)?

Circle:      Yes      No      Don't know

Estimated hours of use: \_\_\_\_\_

How many staff members do you plan on having, besides yourself?

Name of Insurance Company: \_\_\_\_\_

Beginning date of Coverage: \_\_\_\_\_

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Production Checklist**

1. Meet with the staff to discuss product or service idea. Bring product samples.
2. To ensure that you are ready to start, check with the regulatory agencies:
3. Yadkin County Environmental Health Department and NCDA/FDA &CS to determine your process meets all requirements.
  - a. Does your product fall under these regulations: \_\_\_\_\_?
  - b. My inspector is: \_\_\_\_\_
4. Pay application fee and deposit.
5. Review all literature and signed agreements, which make up the legal framework for use of facility.
6. All contracts will be reviewed annually for renewal of the following year.
7. Obtain Product Liability Insurance. Copy must be on file at all times.
8. Schedule final orientation/training meeting with staff before production. You will have to sign and date the Sign-In-Form.

## **Packaged Foods**

1. Attend training session on Good Manufacturing Practices.
2. Maintain copies of the following (if applicable)
  - a. Product Liability Insurance
  - b. FDA Facility Registration or Health Department Permit
  - c. Copy of Course Certificate for “Pickle School”
  - d. Label Approval
  - e. Written Product Recall
  - f. Staff Names
  - g. ServSafe Certification or equivalent food safety course approved by Environment Health.

## **Caterers, Mobile Food Trucks and Hot Dog Stands**

1. Product Liability Insurance
2. Copy of ServSafe Certificate
3. Environmental Health Permit

## **Fee Schedule**

**The fees listed are intended to help guide budget planning.**

### **Initial Tour: \$45.00**

General tour of establishment and overview of services offered. A packet will consist of the application, rules and regulations. If you choose to use this facility, this fee will apply to the application fee.

### **Consultation and Application Fee: \$ 75.00**

One-time fee that covers the cost of the application package, required safety and sanitation training procedures, and one-on-one training with the equipment, and “Orientation.”

### **Cleaning and Security Deposit: \$125.00**

To be used if the kitchen is left in an unacceptable manner or for misuse and or damaged equipment. This will also cover any small kitchen-ware that was lost during rental time. Cleaning of the facility will vary depending on the severity of the cleanup. If equipment is damaged you will be expected to pay for the cost of the repair. All tenants will be required to keep a balance of \$125.00 in this account. If any part of the deposit concerning the above mentioned is not paid, you will not be allowed back until payment is resolved. The deposit may be refunded at any time after completion of rented time, inventory, equipment and sanitation check. A new deposit is required before time may be scheduled again.

### **Membership fee (Optional): \$100.00**

Annual fee with benefits that non-members are exempt from.

### **User Fees**

Rate are determined on usage.

**1-49 hours** per calendar quarter: \$ 24.00 per hour.

**50-100 hours** per calendar quarter: \$ 22.00 per hour.

The farmer processing rate for locally grown products for sale at family farms, farmers markets, or local stores is \$14.00 per hour. This allows farmers to reasonably produce value-added products from farms for local sales.

Hours exceeding 100 hours per quarter will decrease to \$10.00 per hour with no additional discounts.

Discounts are available for purchased packages. Please ask for more information to see if they can be applied.

Operating hours for the Business Development Kitchen are from 8:00am-5:00pm. Arrangements can be made on a case by case basis, if needed outside normal business hours.

### **Refrigerator and Freezer Availability**

Refrigerator and freezer space is available at a daily or monthly rate for a 20”x20” section. The Daily rate is \$10.00. Monthly rental is \$ 50.00 for 20” x 20” space. We are not responsible for personal items including any food or food related products used at YCBDK. An ice machine is also available for a fee of \$1.00 per 2 gallons of ice.

## **Food Trucks and Hotdog Carts**

Owners who use the facility as their commissary must carry the required insurance and certifications.

1. One time orientation/application fee: \$75.00
2. Hotdog Cart- monthly fee of \$50.00: includes a 20"x20" shelf in the walk-in cooler if needed.
3. Mobile Food Truck rate for 5 hours per week of prep work and cooking is \$75.00.
4. Food Truck full package includes: 5 gallons of ice per day and 5 hours of prep and cook time per month for \$200.00. Additional time for prep and cooking are available at a 5% discount.( Only available with full package purchase).
5. Refundable deposit will be required as stated on page 4.

## **Catering Services**

Caterers who use the facility as their commissary must carry required insurance and certifications.

1. One time orientation/application fee: \$75.00
2. The cost \$24.00 per hour for no less than 3 hours. General fee schedule will apply as stated on page 8.
3. Refundable deposit will be required as stated on page 8.

## **Set-Up Services**

Staff will set up and sanitize in-house equipment for clients for \$25.00/hour. This service will allow clients to come into facility and start their production process immediately.

## **Annual Membership (Optional):**

1. Free Ice
2. Additional 5% off hourly rental
3. Local residents receive another additional 5% off hourly rental

## **Yadkin County Business Development Kitchen Rental**

Date: \_\_\_\_\_ Date/hours rented: \_\_\_\_\_

Name of Renter /Business name: \_\_\_\_\_

Initial Tour: \$45.00 \_\_\_\_\_ Consultation & Application Fee: \$ 75.00 \_\_\_\_\_

Cleaning and Security Deposit: \$125.00 \_\_\_\_\_ Membership Fee (Optional): \$100.00 \_\_\_\_\_

**Rented Hours:**

- (1-49) \$24.00 per hour:** \_\_\_\_\_
- (50-100) \$22.00 per hour:** \_\_\_\_\_
- Farmer Processing Rate \$14.00 per hour:** \_\_\_\_\_
- Quarterly 100 hours. Plus \$10.00 per hour:** \_\_\_\_\_
- 20x20 Refrigerator Space, \$10.00 per day:  
\$ 50.00 per month** \_\_\_\_\_
- 20x20 Freezer Space, \$10.00 per day:  
\$ 50.00 per month** \_\_\_\_\_
- Ice Machine, \$1.00/2 gallons:** \_\_\_\_\_
- Hot Dog Cart, \$50.00 per month:** \_\_\_\_\_
- Mobile Food Truck, \$200.00 per month:** \_\_\_\_\_
- Set up Services (Optional), \$ 25.00 per hour:** \_\_\_\_\_

**Discounts Available:** Food Truck Full Package: 5% off additional hours booked; Membership Discount, 5% off Hourly Rates; Local Resident Discount, 5% off hourly rate.

Total Deposit: \_\_\_\_\_ 10-21590 Subtotal: \_\_\_\_\_

Receipt #: \_\_\_\_\_ Discounts: \_\_\_\_\_

Method of Payment: \_\_\_\_\_ 1044000-48610 Grand Total: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Yadkin County Business Development Kitchen User Services Contract

Legal Name of Business:	Legal Status of User <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____
Authorized Representative:	Title:
Mailing Address:	Email Address:
Home Phone:	Business Phone:
Cell Phone:	Fax Number:

The following User Services Agreement is between the User (identified above) and Yadkin County Agricultural Business Development Kitchen, owned and operated by Yadkin County Government. This agreement is effective upon the date of execution shown below. User and Yadkin County Government agree to the following terms:

1. **SERVICES:** Yadkin County will provide User with nonexclusive access to and usage of Yadkin County Government commercial kitchen facility, subject to the terms of the Agreement.
  - a. **Facility:** The Kitchen is a shared-use facility; equipped with commercial stoves, ovens, mixer, sinks, refrigerator, tables, cooler storage, dishwasher, and other food preparation equipment. Yadkin County Government shall maintain the Kitchen equipment in a sanitary and orderly state and ensure that all equipment available to User operates to all applicable health and safety standards.
  - b. **Business Services:** Yadkin County Government may also provide user with the following services/advice on assistance with complying with food safety regulations, training in safety and sanitation.
  - c. **User Prerequisites:** All users of Yadkin County Government will have completed the following activities and provided appropriate documentation to the Operations Manager of Yadkin County Government before User may enter and use the facility:
    - o Completed application for, pay application fee and deposit;
    - o Successfully completed the Yadkin County Government Facility Operation & Training;
    - o Provide proof of product liability insurance, as detailed in Appendix A;
    - o Provide proof of permit/permits from appropriate regulatory agency or agencies;
  - d. **Authorized Food Products:** User must submit notification in advance to Yadkin County Government prior to producing each food product. This does not apply to caterers. If the product is an acidified food, which requires a scheduled process, a copy of the Certificate of Attendance at an approved Better Process Control School must be on file at YCBDK. Along with all letters of scheduled processes, a copy of 2541(a) filed with the FDA; and Process Production Sheets for every production. Other products, such as fermented, dried, or unpasteurized products may also require a Scheduled Process from an approved authority (usually a university-based food scientist).

- e. **Scheduling of Use:** Due to being a shared facility, Yadkin County Government shall control times and manner of all Users' access and usage of the Kitchen. User shall reasonably request use of the kitchen.
2. **PAYMENT TERMS:** User will pay Yadkin County Government rent for each hour (or part thereof) The user occupies the Kitchen and uses the Services described in this Agreement according to the following terms:
  - a. **Fee Schedule:** The fees for various uses of the Kitchen and/or equipment are set out in the Fee Schedule, attached to this Agreement (see Appendix C). Yadkin County Government may change this fee schedule at any time and will notify users as soon as possible in advance of changes.
  - b. **Payment Terms:** Each User will pay for the Facility use on a "pay-as-you-go" basis for the 1<sup>st</sup> three months of using the Facility. Yadkin County Government will provide User with a bill after each use. Payment is due upon receipt. User may not use the Facility until all outstanding bills are paid. After 3 months of on-time payments, Yadkin County Government may choose to bill User for Facility and storage use at the end of each month. If User pays any bill late, Yadkin County Government may require User to return to "pay-as-you-go".
  - c. **Late Payment:** User will pay a late fee on all outstanding balances more than 30 days after the date on each invoice. The Late Payment Fee will be 1.5 % per month for all past User Fees and other invoiced expenses. Should any amount remain unpaid for 60 days, Yadkin County Government may in its discretion suspend User's rights to use the Facility under this Agreement until entire balance is paid in full.
3. **USER DUTIES:** User agrees to assume the following duties in its use of the Facility under this agreement.
  - a. **Rental and Use Policies:** User acknowledges that User has received and read the *Rental and Use Policies, Schedule of Fees, S.O.P's*, and any forms associated with this contract. Yadkin County Government reserves the right to amend the Rental and Policies at any time upon written notice to User. If User violates these Policies, Yadkin County Government may impose a fine upon User, and upon repeated violation Yadkin County Government may in its discretion terminate Agreement. User agrees to comply with all of the rules and obligations set forth in the *Rental and Use Policies* as currently stated and as modified at any time in the future.
  - b. **Contact Information:** User promises that the identification, address and contact information stated at the beginning of the document is current and correct. User agrees to keep Yadkin County Government informed of any changes in User's legal identity, address or other contact information.
  - c. **Security:** User agrees that Yadkin County Government assumes no responsibility for the security of any equipment, supplies, or final product the User brings for their use in the facility.
  - d. **Food and Equipment Safety and Sanitation:** All Users and their employees are required to successfully complete the Facility Orientation & Training before they may use the kitchen.
  - e. **Housekeeping Policies:** User policies include but are not limited to the following:
    - o Users will provide their own cleaning towels, cooking items, ingredients, utensils, small wares, and other special items necessary to their specific production needs.
    - o No equipment or items owned by Yadkin County Government shall ever leave the premises.
    - o Users will strictly follow the SOP's and Equipment Cleaning Guidelines provided by Yadkin County Government before, during and after each use of the facility.

- If the User fails to leave the Facility in the proper condition, User will receive a warning and will be held responsible to pay the cost of cleaning as determined by Yadkin County Government. Upon a second failure, User will pay the cleaning cost and application will be pulled to consider termination from the Facility.
- f. **Assignment:** Except for User's properly trained and authorized employees, User may not transfer or assign User's privileges under this Agreement to any third party. The User shall not grant access or allow a third party to operate in the Kitchen any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of that User from the Kitchen.
- g. **Signs and Advertising:** No signs or advertising materials shall be painted or attached in any way on the premises.

**4. HEALTH AND SAFETY RESPONSIBILITIES:** To ensure the safety of all persons associated with the Yadkin County Government Facility, User must also comply with the following:

- a. **Worker Safety:** User is exclusively responsible to ensure the User and its employees observe proper safety procedures while using the Kitchen. All User employees must have registered with the Operations manager and provided contact information in case of emergencies before being authorized to work at Yadkin County Business Development Kitchen. **No children under 16 are allowed in the Kitchen.**
- b. **Right of Inspections:** The Yadkin County Government staff retains the right to enter and inspect operations at any time during use. The Health Department of Yadkin County as well as any other regulatory agency, Food and Drug Administration, USDA and etc., shall and will have the right to inspect without prior notice at any time deemed necessary by their organizations.
- c. **Product Liability Insurance:** Each User will maintain a minimum coverage of \$2,000,000 of general liability and product liability insurance, with Yadkin County Government named as "Added Named Insured" on each policy. Users must provide proof of insurance. A copy is provided to the Operations Manager for records before User is allowed to enter the Kitchen for use.

**5. LIMITATION OF LIABILITY:** User agrees that any and all claims involving Yadkin County Government are strictly subject to the following limitations:

- a. **Business Services:** All business services provided by Yadkin County Government and/or any officers, staff or other agents of Yadkin County Government are provided solely for the purpose of assisting User in the operation of its business. Yadkin County Government makes no representations, warranties or guarantees that the business services provided will result in the success of the Company. User understands and acknowledges that User is solely and completely at freedom to accept or reject any business services or failure. User acknowledges and agrees that Yadkin County Government and officers, staff, trustees or other agents of Yadkin County Government are not liable to the Company or its principal(s) or owners(s) for any damages resulting from the use of or reliance upon the services provided by Yadkin County Government.
- b. **Liability:** Yadkin County Government shall not be liable for any damage to either person or property sustained by the tenant or by any third party arising in any way out of User's use, operation, occupancy of Yadkin County Government premises, or sale or distributing

of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless Yadkin County Government and its employees from all claims, cost, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon, or about Yadkin County Government premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the Yadkin County Government Premises.

6. **CONFIDENTIALITY:** User and Yadkin County Government agree and acknowledge that the kitchen is a shared-use facility, and may be occupied and used simultaneously by similarly situated third-party Users. The Parties further acknowledge and agree that the conduct of User's business and production of Users food products may involve the use of recipes, techniques, sources of ingredients, financial and business records and other information that is owned and used exclusively by the User that constitute trade secrets or proprietary knowledge that must remain confidential for the protection of User's business ("Confidential Information"). User acknowledges and agrees that others may have Confidential Information that applies to the conduct of their own business. User and Yadkin County Government acknowledge and agree that User's confidential information may be disclosed to Yadkin County Government.
  - a. In the course of using the Facility, User shall make reasonable efforts to not give User's Confidential Information to others or any third party. User shall also respect that Others using the Facility may be applying their Confidential Information and shall take care not to discover others' Confidential Information. Any spying or deliberate intrusion into others' Confidential Information is grounds for terminating this Agreement.
  - b. In the course of dealing with Yadkin County Government and its officers and employees under this Agreement, user shall take care to inform Yadkin County Government whenever disclosing confidential information. Yadkin County Government shall make all reasonable efforts to prevent disclosure of Users' Confidential Information to any third party.
  - c. Confidential Information does not include information that is already known to Yadkin County Government, to public or any third party beyond User's control, or obtained by User from an independent source or otherwise developed independently from the User. This agreement does not cover any disclosure required by applicable law or regulation.

7. **TERMINATION:** Annually Agreements will terminate on June 30<sup>th</sup> unless already terminated.
  - a. **Annual Renewal:** The parties may elect to renew the agreement for additional terms of one year. Yadkin County Government may, in its discretion, modify the terms of this Agreement upon renewal and may require User to execute a new version of this Agreement as a condition of renewal. A fee of \$50.00 will be applied for Annual Application Renewals. The renter must provide current and updated Certifications, Insurances, and Licensures.
  - b. **Voluntary Termination:** This Agreement may be terminated at any time upon mutual agreement of Yadkin County Government and the User. User may terminate this Agreement at any time upon written notice to Yadkin County Government.
  - c. **Breach or Default:** User must correct any violation, breach, or failure to keep or perform any conditions of this Agreement or the Rental and Use Policies within three (3) days after receiving written notice of such from the Operations Manager of Yadkin County Government. If more than three (3) days pass without any corrective action taken by the

User, Yadkin County Government may, in its sole discretion, terminate this Agreement. This Agreement may also be terminated as provided in earlier sections of this Agreement.

d. **User Property:** Upon termination, User shall remove all of User's property from the Facility. If the User's property is not promptly removed, Yadkin County Government may either take possession or remove User's property to trash or donation to a nonprofit agency.

## 8. MISCELLANEOUS PROVISIONS:

- a. **Jurisdiction and Venue:** Any disputes regarding this Agreement shall be resolved in the courts of Yadkin County, North Carolina, and according to the laws of North Carolina.
- b. **Relationship of Parties:** This Agreement shall not be construed to form a partnership or any other business association between the Parties other than independent parties to contract. User, its officers, agents, and employees are not employees or agents of Yadkin County Government.
- c. **No Oral Modification:** This Agreement may only be modified in writing signed by the parties.

## 9. ENJOYMENT:

The kitchen has been furnished to accommodate a variety of start-up food businesses. It is necessary that all Users work collectively to make this shared-use space work for all. Cooperation will benefit everyone and will allow harmony in the entire space. It is the desire of Yadkin County Government to aid the many persons that may desire to start their business and provide a clean and workable space for all parties. Yadkin County Government wish each User's business the greatest success with their product and with their business. May each grow and prosper and become a part of our community.

This Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the duly Authorized representative of each party.

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Legal Names of User's Business

By: \_\_\_\_\_  
Yadkin County Government  
Representative

By: \_\_\_\_\_  
Signature of Business Owner/Authorized Representative

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Name Printed

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Title

## Equipment List

### Equipment provided by Yadkin County Business Development Kitchen

Each person will sign agreement once equipment training has been complete. As new equipment is added, additional training will be required, and amendment will be signed.

- Mixer
- Food Processor
- Hood Range
- Commercial Range
- Convection Ovens
- Grill
- Griddle
- Warmers
- Prep Cooler, Display Cooler, Sandwich Cooler, Prep Cooler
- Deep Fryer
- Food Server warmer
- Dish Washer
- 3-Compartment Sink
- Blender
- Meat Slicer
- Mop Room
- Trash/Recycle Bins

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Equipment and supplies furnished by renter

- Thermometers
- Cutting Boards
- Food Labels
- Foil and Film
- Non-Latex Gloves, Hairnets, Aprons
- Food Storage Containers with Covers
- Spices and Seasonings
- Utensils
- Pot Holders
- Kettles
- Pans
- Stock Pots
- Knives

## Appendix-C

### SOP for Calibration of Thermometers

Processor or Designee will calibrate thermometers prior to use by using the specifications of the manufacturer of the equipment (this will vary) by procedures listed below:

Each thermometer will be assigned an ID number.

Thermometer intended for measuring higher temperature items, i.e. cooked products, will be calibrated in hot water, while those used for taking lower temperatures will be calibrated in ice water. All thermometers will be calibrated within +/- 2°F.

Thermometers in use will be checked against a certified thermometer during calibration, if available. Otherwise, all thermometers will be calibrated either against each other, or against a thermometer that is used only during calibration. These methods require a minimum of three thermometers for accuracy.

#### Calibration in Ice Water:

1. Add crushed ice and distilled water to a clean container to form a watery slush.
2. Place thermometer probe into slush for at least one minute, taking care to not let the probe contact the container.
3. If the thermometer does not read between 30-34°F, adjust to 32°. Non-adjustable thermometers will be removed from use until they have been professionally serviced. Thermometers that have been adjusted for 3 consecutive months will be replaced.
4. Record the results, using actual values, on the thermometer calibration log, along with the date and initials of the person performing the calibration procedure.

#### Calibration in Hot Water:

1. Heat a clean container of water to a temperature range that is used for cooked product. Running clean water through the coffee maker gives a water temperature of approximately 145°F. Another option is to bring a clean container of water to a rolling boil.
2. Place the thermometer probe into the hot water, along with the certified thermometer and/or reference thermometer, for at least one minute, taking care not to let the probe contact the container.
3. If the test thermometer does not read within +/- 2° of the reference thermometer, adjust accordingly. Nonadjustable thermometers will be removed from use until they have been professionally service. Thermometers that have been adjusted for 3 consecutive months will be replaced.
4. Record the results, using actual values, on the thermometer calibration log, along with the date and initials of the person performing the calibration procedure.

Thermometers that cannot be easily calibrated through direct immersion in either ice water or hot water, can be calibrated by comparing readings with another calibrated thermometer. Thermometers that may be calibrated this way include smokehouse probes and room temperature thermometers. When doing this, a recently calibrated thermometer will be used as the reference. Room temperature thermometers that are outside +/- 2°F range will be professionally serviced. Results will be recorded using actual values on the thermometer calibration log, along with the date and initials of the person performing calibration procedure.

Thermometers will be calibrated at the frequency dependent on production volumes, and use of monitoring CCP values or SOP values. Any thermometer that has been dropped or abused will be taken out of service until it has been recalibrated. Any “loose” thermometers, or thermometers that have been out of calibration for 3 consecutive months shall be disposed.

### **SOP Temperature Measurement Procedures**

When performing the monitoring procedure for a CCP, a calibrated thermometer will be used in various product in various sections of the storage area.

For example: when monitoring the final internal temperature of a batch of breakfast sausage patties, a temperature reading will be taken from a piece in the middle of the storage shelf or lug, as well as one from the top and one from the bottom. Depending on where the “hot spots” may be in a particular storage area, product temperatures may also be taken from the front and rear of a shelf or lug. The HACCP plan may be written that all monitored product temperatures will be recorded, or just the highest temperature of the specified number of pieces monitored will be recorded. The number of pieces tested will depend on the product and the storage or processing area. Actual values will be documented on the official HACCP record, along with the monitor’s initials, the date, and time the procedure was performed

## **Food Safety Program**

The YCBDK overall food safety program is based on HACCP principles and has been put into place using the Guidelines for Shared-Use Facilities from the Yadkin County Environmental Health. This program is designed to address the potential risk present in a shared kitchen and identify steps to prevent them. This requires the commitment of all parties using the kitchen to follow these guidelines in order to run a safe facility. This is important because violations of the shared kitchen may result in point deductions and enforcement actions from Yadkin County Environmental Health for all permitted businesses using the shared kitchen.

Three potential risks that are unique to shared kitchens are:

1. Increased potential for cross contamination of food contact surfaces with physical, chemical, or biological hazards. This risk increases with the increase of potential users and the variety of menu items and processes.
2. Contamination of food products either by accidental or intentional means. It is essential to control access to the kitchen area to only authorized personnel.
3. Increases potential for foodborne illness outbreaks due to exceeding the design characteristics of the Facility.

In order to ensure food safety in our shared kitchen, the following Standard Operating Procedures (SOP's) have been put into place. All business owners/managers using the Kitchen must train their staff in safe kitchen practices in order to adhere to this Safety Program. Any staff that uses the Kitchen must complete a kitchen orientation and have signed "Orientation Checklist" form on file at all times in the files.

In addition to following these SOP's, all kitchen users must have their own permit from USDA or the Yadkin County Health Department. All kitchens users must have a ServSafe certified employee onsite any time they are in the kitchen.

YCBDK Personnel will make periodic visual inspections of the kitchen users to verify that all parties are adhering to the Food Safety Program. Any user found not adhering to these procedures is grounds for immediate termination of rights to the use of shared spaces and equipment.

## **Employee Health and Personal Hygiene SOP**

**POLICY:** All foodservice employees using the YCBDK will maintain good personal hygiene practices to ensure food safety. This includes adhering to the following policies:

1. Follow state and local health department requirements.
2. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food production area.
3. Follow Hand Washing Procedure:
  - Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and water for a period of 20 seconds.
  - Wash when entering the facility before work begins.
  - Wash as often as necessary during food preparation when contamination occurs.
  - Wash in the restroom after toilet use and when you return to your work station.
  - Wash when switching between working with raw foods and working with ready-to-eat or cooked foods.
  - Wash after touching face, nose, hair, or any other body part, and after sneezing or coughing.
  - Wash after cleaning duties.
  - Wash between after each task performed, example; taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped food items, etc.
  - Wash hands only in hand sinks designated for that purpose and dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.
4. Proper Attire: Wear skid resistant close-toed work shoes that are comfortable for standing and walking on floors that can be slippery. Wear apron on site, as appropriate. Do not wear apron to and from work. Take off apron before using the restroom. Remove apron when leaving the kitchen area. Change apron if it becomes soiled or stained.
5. Treat and bandage wounds and sores immediately. Bandage any cuts, abrasions, or burns that have broken the skin. Cover bandages on hands with gloves and finger cots, and change as appropriate. Inform your supervisor of all wounds.
6. Wear suitable and effective hair restraints while in the kitchen so all hair is covered. Beard restraints are required in any food production area.
7. Wear gloves when handling ready-to-eat foods that will not be heat-treated. Change disposable gloves as often as hand washing is required. Wash hands before donning and after discarding gloves.
8. Refrain from wearing jewelry in the food production area. Only a plain wedding band is allowed.
9. Illness: Report any flu-like symptoms, diarrhea, and/or vomiting to the Kitchen Manager. Managers must send home employees with these symptoms. This includes any service employee diagnosed with an infection from Norovirus, Hepatitis A, Nontyphoidal Salmonella, *Salmonella Typhi*, *Shigella*, or *Shiga Toxin-producing Escherichia Coli*.
10. No smoking or chewing tobacco shall occur inside kitchen facilities.
11. Eat (with the exceptions of cooks tasting foods to ensure quality) outside of the kitchen. A closed beverage container may be used in the production area.

12. All foodservice workers will use the correct and sanitary tasting method to prevent contamination and ensure food safety.
13. YCBDK personnel will ensure that soap, paper towels are available at all times in the kitchen. If any of these are not available, the on duty kitchen personnel will be immediately notified. The Renter will provide their own gloves.

**MONITORING:** Each business owner/manager will ensure employees are following proper Employee Health and Personal Hygiene Policies when they work in the kitchen by visually observing their employees. The YCBDK Manager will verify every day that gloves, soap and paper towels are available in the Kitchen.

**CORRECTIVE ACTION:** Each business owner/manager will retrain foodservice employees found not following the procedures in this SOP. Discard any affected food.

**VERIFICATION AND RECORD KEEPINGS:**

The YCBDK Manager will keep a copy of all “*Orientation Forms*” for all food service workers using the kitchen on file.

## **Contact with Blood and Bodily Fluids SOP**

**POLICY:** Blood and other bodily fluids will be handled to minimize the possibility of cross contamination and exposure of employees, consumers, food, and surfaces to the blood or other bodily fluids. Bodily fluids include vomit, diarrhea, and blood and are considered potentially infectious.

All food service workers in the kitchen must:

1. Contain the affected area.
2. Wear disposable gloves when exposed to blood or bodily fluids to minimize the risk of contamination.
3. Dispose of contaminated gloves so that they do not come in contact with other people, food, or equipment.
4. Dispose of any contaminated foods.
5. Clean and sanitize any affected food contact surfaces.
6. Cleaning supplies should be washed or discarded after use.

**MONITORING:** YCBDK Manager will review practices with new employee during orientation. Business owner/manager will visually ensure employees are following proper procedure during any incident.

**CORRECTIVE ACTION:** Each business owner/manager will retrain foodservice employees found not following the procedures in this SOP. Discard any affected food.

### **VERIFICATION AND RECORD KEEPING:**

Business owner will complete an incident report and verify that appropriate steps have been followed. A copy of this report will be given to the YCBDK Manager within 1-2 days.

## **Facilities and Equipment SOP**

**POLICY:** All foodservice employees using the YCBDK will maintain proper procedure for maintaining safe facilities and equipment use to ensure food safety. This includes adhering to the following policies:

1. Follow state and local health department requirements.
2. Only users that have been authorized by YCBDK Staff can access the kitchen or use shared equipment including food storage areas. Allowing unauthorized persons in the kitchen without permission is grounds for immediate termination of rights for use of shared spaces and equipment.
3. Shared kitchen will be locked after hours.
4. Prevent foodborne illness by ensuring that all food contact surfaces are properly cleaned and sanitized before, during and after the shift.
5. Follow manufacturer's instructions regarding the use and maintenance of equipment and use of chemicals for cleaning and sanitizing food contact surfaces.
6. Wash, rinse, and sanitize food contact surfaces of sinks, tables, utensils, thermometers, carts and equipment:
  - At the beginning of your shift in the kitchen and before each use.
  - Between uses when preparing different types of raw animal foods, such as eggs, fish, meat, and poultry.
  - Between uses when preparing or handling known allergens such as tree nuts, peanuts, gluten products, dairy, and soy ingredients.
  - Anytime contamination occurs or is suspected.
  - At the end of your rental time in the kitchen. Un
7. Wash, rinse, and sanitize food contact surfaces of sinks, tables, utensils, thermometers, carts and equipment using the following procedure:
  - Wash surface with detergent solution.
  - Rinse surface with clean water.
  - Sanitize surface using a sanitizing solution mixed at a concentration specified on the manufacturer's label.
  - Place wet items in a manner to allow air-drying.
8. Use the 3-compartment sink as follows:
  - Anyone who uses the 3-compartment sinks will be responsible for knowing how to use them properly, and document concentrations and/or temperatures.
  - Rinse, scrape, or soak all items before washing.
  - In the first compartment, wash with a clean detergent solution at or above 110 degrees F. Check the water temperature periodically during use by using a calibrated thermometer.
  - In the second compartment, rinse with clean water. Replace water when it becomes cloudy, dirty, or sudsy.
  - In the third compartment, sanitize with a sanitizing solution mixed at a concentration specified on the manufacturer's label for 30 seconds. Test the chemical sanitizer solution concentration by using approved test strips at the beginning of rental time in the

kitchen. If the concentration level is incorrect, add more sanitizer or water, as appropriate, until the proper concentration is achieved.

- Visually monitor that the water in each compartment is clean during use of the kitchen. Drain and refill periodically as needed to keep the compartments clean.
- Air-dry all items on a drain board or drying rack.

9. When using the dish machine:

- Anyone using the dish machine will be responsible for knowing how to use the machine, document its use, and properly maintain it after use.
- Follow manufacturer's instructions for use, which will be covered in orientation.
- At the beginning and end of your shift, visually monitor that the water and the interior parts of the machine are clean and free of debris.
- During your shift, monitor the temperature and pressure gauges to ensure that the machine is operating according to the data plate.
- If the machine is not operating properly, retest one more time. If it still is not running properly, contact YCBDK personnel/ use the 3- compartment sink until the machine is repaired.

10. Check the levels of detergent and sanitizer for the dish machine and the 3-compartment sink, making sure the levels are sufficient. Fill if needed, or contact the kitchen manager to refill the required chemical. (This will not apply to YCBDK at this time.)

11. Kitchen users who use equipment will be responsible for washing and sanitizing removable parts after each use. Equipment that handles potentially hazardous foods is cleaned at least every four hours.

12. Kitchen users will follow procedures to ensure safety of ice in facility.

- Use a scoop to transfer ice to a clean and sanitized container.
- The scoop should be stored in a sanitary manner adjacent to the ice machine. It should never be stored in the ice stored bin.
- Scoop should be cleaned and sanitized daily.
- Keep the ice machine lid closed when not in use.
- Avoid using bare hands or inserting a glass directly into the ice storage bin. Cross contamination or introduction of physical hazard (glass) could occur.
- Do not use ice containers to store ice that formerly held chemicals or potentially hazardous foods.

13. The ice machine will be cleaned and sanitized by the YCBDK Staff according to manufacturer's guidelines. Record date of cleaning and employee's initials on the *Ice Machine Cleaning Log* which is located in the log book.

14. YCBDK staff will:

- Ensure cleaning soap, sanitizers, and hand soap and paper towels at all times.
- Monitor the maintenance of *ventilation systems*, ensuring that systems are adequate and regularly cleaned according to the recommended schedule.
- Assure all equipment is well maintained.
- Contract with an equipment repair company to have preventive maintenance done for all equipment.
- Log all preventative and repair work maintenance.
- Follow up on any equipment issues or needs

- Provide linen services for towels used in the kitchen and provide sufficient containers to store clean and soiled linen separately.
- Arrange for scheduled deep cleaning of ovens, walls, grease trap, refrigerators, freezers, etc.

15. All kitchen users will ensure that clean and sanitized towels are used at appropriate intervals during the work period.

- Wiping towels used for food contact surfaces shall be held between uses in an appropriate sanitizing solution.

16. Floors should be swept and mopped as needed to maintain a clean safe environment. At the end of the shift, floors should be swept and any heavily soiled areas mopped.

17. YCBDK staff will check to ensure areas have been swept and mopped.

18. Wet mop heads should be hung to dry at the end of each shift. This will minimize mold growth and infestation by pests.

19. It is expected that the kitchen users help the kitchen remain free of pest by using the following steps.

- Deny access to pests by using reputable suppliers for all deliveries. Check all deliveries before they enter the kitchen. Refuse shipments that have signs of pest infestation, such as gnaw marks on cardboard containers. Report any openings, cracks, broken seals, or other opportunities for pest infestation to YCBDK staff.
- Deny pests food, water, and a hiding or nesting place by disposing of garbage quickly and correctly. Keep garbage containers clean, in good condition, and tightly covered in all areas (indoor and outdoor). Clean up spills around garbage containers immediately. Wash, rinse, and sanitize containers regularly. Store recyclables in clean, pest-proof containers away from the building. Place food and supplies after delivery as quickly as possible into storage.
- Keep all foods and supplies at least six inches off the floor and six inches away from walls. Refrigerate foods such as powdered milk, cocoa, and nuts after opening. These foods attract insects, but most insects become inactive at temperatures below 41 degrees F. Place other opened packages of cereals and grains in storage containers with tight fitting lids. Use FIFO (First In First Out) rotate inventory, so pests do not have time to settle into these products and breed.
- Clean the facility thoroughly and regularly after each use. Careful cleaning eliminates the food supply, destroys insect eggs, and reduces the number of places pests can safely take shelter.
- Report any signs of pest to YCBDK staff.

20. YCBDK will use a licensed pest control operator.

21. YCBDK staff will monitor the temperature of the refrigerator and freezer units daily and record on the *Temperature Logs*.

**MONITORING:** YCBDK Manager will review practices with new staff/renters during orientation. Business owner/manager will visually ensure employees are following proper procedure during work hours.

**CORRECTIVE ACTION:** Each business owner/manager will retrain any foodservice employees found not following the procedures in the SOP. Discard any affected food.

## **VERIFICATION AND RECORD KEEPING:**

1. The Business owner/renter/manager will verify that foodservice employees have taken the required temperatures and tested the sanitizer concentration by visually monitoring foodservice employees during the shift.
2. The Business owner/renter/manager will be given the Food Safety Checklist that they may choose to use daily in order to maintain records of food safety.
3. The YCBDK staff will record date of cleaning and employee's initials on *Ice Machine Cleaning Log* located in binder in kitchen.
4. The business owner/renter will be responsible for maintaining all proper cleaning procedures by conducting a visual inspection of employees and all equipment to be certain that it has been cleaned properly before they start working in the kitchen and when they are done working in the kitchen. Owner/renter/manager will review, initial and date the *Daily Kitchen Cleaning Checklist*.
5. YCBDK Manager will keep a *Master Schedule* of who is using the kitchen that can be accessed anytime by USDA and Environmental Health.
6. A *Deep Cleaning Schedule Log* will be kept by YCBDK manager.
7. YCBDK staff will keep a *Daily Checklist* to assure cleaning supplies are available, and equipment is working properly.
8. *Refrigerator and Freezer Temperature Logs* are completed by staff.

## **COMMUNICATIONS SOP**

### **RESPONDING TO A FOODBORNE ILLNESS COMPLAINT**

**Policy:** All vendors/business owners and their employees will respond to a complaint of foodborne illness promptly and will show concern for the individual making the complaint.

**Procedure:** When a complaint is received related to a foodborne illness, vendor/business owner will report this complaint as soon as possible to Yadkin Environmental Health and then to YCBDK manager. Document the following: Date; symptoms; names and phone numbers and address of customers and employees affected; physicians' names and phone numbers.

If necessary, the vendor/business owner or manager will remove all suspected food from service and keep this food in refrigerator in separated, dated container labeled "DO NOT EAT". If a foodborne illness outbreak is suspected, call the local Health Inspector to report the possibility of an outbreak and obtain assistance with the foodborne illness investigation.

### **RESPONDING TO A PHYSICAL HAZARD FOUND IN FOOD**

**Policy:** All vendors/business owners and their employees will respond to a complaint of physical hazard in food promptly and will show concern for the individual making the complaint.

**Procedure:** Vendor/business owner or manager will report details to Kitchen Personnel in written form within 2 days if there was any physical harm to customer. These details should include date, information about the foreign object in food, anyone who was affected, and owners/manager's follow-up response.

### **VISITORS IN THE KITCHEN**

**Policy:** No visitors are allowed in the kitchen without previous authorization from YCBDK personnel. When visitors are present, they must adhere to the food safety practices followed in the kitchen. Visitors must be monitored at all times by approved users of the kitchen at all times.

### **NEW EMPLOYEE ORIENTATION**

**Policy:** All new users of the YCBDK must complete an orientation before using the kitchen and have a signed *Orientation Checklist* form on file indicating understanding and agreement with stated procedure with YCBDK. It is the responsibility of the vendor/business owner or manager to schedule an orientation with YCBDK manager before allowing any employee use of the kitchen.

It is the responsibility of the business owner to make sure that their employees follow all SOP's identified by YCBDK.

It is the responsibility of the business owner to maintain records of their operation in the YCBDK including these SOPS and any other requirements by the USDA and Yadkin County Environmental Department, such as, but not limited to HACCP plans, monitoring procedure, or corrective action.

## Appendix-D

### **Refrigeration/Freezer Logs**

- All coolers must be maintained to a hold temperature of 41°F or lower with daily monitoring and documentation.
- All freezers must be maintained to hold a temperature of 0°F or lower, with daily monitoring and documentation.

### **Rules for Kitchen Use**

1. All users are required to sign-in/out upon arrival and departure.
2. The facility's equipment and/or small-wares shall not leave the kitchen for any reason.
3. Renter agrees to remove all trash generated. Renter will separate recyclables from general trash. The county provides trash and recycle bins, which are located on the property.
4. Preparation areas will be cleaned with proper sanitizer before leaving, including but not limited to, the kitchen and all other surfaces used which have food or spillage including all floors. (Sanitizer, brooms, and mops are provided for you.)
5. Ice machines are provided. Always use ice scoop to help avoid cross contamination.
6. Never set empty pots, kettles, or paper products on the gas burners, griddle or grill.
7. If damage occurs please have the integrity to let someone know. Accidents do happen.
8. No children under 16 are allowed in the kitchen, nor will they be allowed to freely roam the building.
9. Users will provide their own cleaning towels, small-wares, ingredients, sheet pans, aprons, non-latex gloves, head covers, Band-Aids, etc. (First-Aid Kit available)
10. The facility will not be responsible for items left behind. If any items are found by employees during routine inventory counts, we will set them aside for 2 weeks for identification and retrieval. If not claimed the item will be absorbed into the kitchens inventory.
11. Follow all the SOP's for this kitchen. You may have to develop additional SOP's just for your products.

## Grey Water Disposal Policy

**Policy:** Mobile Food Units will dispose of Grey water in a health department and Town of Yadkin approved grease interceptor at our location in which you prepare your food. Records will be maintained of each dump including gallons, and time. Only approved Mobile Food Units will be allowed to use this site. Toilet water is not greywater and cannot be dumped at this location.

**Procedure:** The dump station will be maintained by Yadkin County. The dump site will be pumped annually. The owner of the MFU or designee is responsible for clean up any spillage that may occur while dumping your grey water. The dump station will be lock at all times.

1. MFU that rent from YCBDK are the only MFU that will be allowed to dump their grey water at this site.
2. Arrangements will be made in advanced for dumping. A representative of Yadkin County will meet the renter at an agreed time. If the agreed time is unable to be meet by unforeseen circumstances, contact your representative, for other arrangements. The site will only be unlocked and locked back during and after grey water dumping.
3. No, dumping during the time students are being drop off for school.
4. Refusal of cleaning up a spill may lead to fines by the Town of Yadkinville, and Health Department. Privileges will be suspended at YCVBK without refund of deposit for refusing to clean up your spill outside and hose not properly returned to its station.
5. The dump station is located on the South side, first level of the Agriculture Building. The water is located about 20 feet from the dump station in the corner of the building.
6. Follow your check list for emptying your grey water from your MFU.
7. MFU operator will demonstrate how to clean portable water hose in 3 comp sink.