



market address: 116 Main Street, Philmont, NY 12565 • philmontmarket@gmail.com • philmontmarket.com

PHILMONT MARKET & CAFE COOPERATIVE COMMUNITY/COMMERCIAL PROCESSING KITCHEN

The Philmont Market & Cafe Cooperative Commercial Processing Kitchen is a shared-use, fully licensed, commercial kitchen facility. It provides kitchen space for local farmers and food entrepreneurs to explore new food business ideas with **minimum capital investment**, allows farmers to **add value** to their raw agricultural products, and existing food businesses to **sustain and scale-up**.

Under our current licensing with the NYSA&M (New York State Agriculture & Markets), processors can produce many items, such as fresh packed pre-cut produce, prepared dips like humus, salsa (not canned), frozen food items, and baked goods. Items made in this facility are legally allowed to be sold at Philmont Market & Cafe Cooperative or anywhere in the USA!

Philmont Market & Cafe Cooperative does not currently have a canning and bottling license, however processors with their own licenses may be able to process these products in our kitchen. We will consider adding equipment and licensing as demand grows.

Please contact philmontmarket@gmail.com to discuss your ideas. Don't be afraid to dream! Our team is happy to work with you and put you on the path to make your product ideas into reality!

Renting the Kitchen for Commercial Processing

Commercial Processors rent the kitchen to process their own products that will be sold under their name. Once product and process is approved, the producer is fully responsible for all aspects of production and sale. Producers must provide proof of ServSafe certification and insurance.

Cooperative processing under Philmont Market & Cafe Cooperative name/license

As a co-op, Philmont Market & Cafe Cooperative feels that it is important to support small, new, and trial products and producers. To help the kitchen fit into the business goals and budget considerations of even the smallest producers, Philmont Market & Cafe Cooperative also offers the option for producers to process products under the Philmont Market & Cafe Cooperative name and license. At this time, this arrangement is only available for things like ready to eat foods or frozen produce for off season sale. *Other items may be considered, please discuss your ideas with co-op management!*

These products are the property of Philmont Market & Cafe Cooperative, must be stored/sold only at Philmont Market & Cafe Cooperative, and will be labeled as a Philmont Market & Cafe Cooperative product. However, each product will also be sub-identified with the producer information. Philmont Market & Cafe Cooperative will track products through the bar code system so that the producer can be paid upon sale. Philmont Market & Cafe Cooperative makes no guarantee of sale.

Those wishing to preserve fruits/veggies for winter sale may learn to process the products themselves, attend group "processing parties", or give product to another Philmont Market & Cafe Cooperative volunteer for

processing (if one is available). Philmont Market & Cafe Cooperative has freezer bags and labels available for use.

All products must be packaged and labeled for individual sale by the producer, follow co-op guidelines, and health safety rules. In addition, Ready-to-eat foods must be labeled with a sell by date of 1 week (per Health Department rules) and be approved by café staff so as not to conflict with café menu. Producers will need to provide all ingredients, packaging, and labels.

This arrangement allows the producer to preserve or “test the waters” with no additional upfront cost (rent, insurance, etc) and is designed for smaller quantities, seasonal products, and trial runs. Each producer will need to work closely with, and under the supervision of, Philmont Market & Cafe Cooperative management or trained volunteers.

Processing Options for Producers

	<u>Commercial Processing</u> (as Individual)	<u>Cooperative Processing</u> (as Philmont Market & Cafe Cooperative)
Types of Products	Any approved product	Ready to eat foods to be served on site or preserved (frozen) produce with no additives
	Sell anywhere	Sell only at Philmont Market & Cafe Cooperative
1. Membership	See Member-Ownership Agreement	
2. Food Safety & ServSafe	Producer must provide proof of ServSafe Level 1 Certification (Food Handler)	Producer must provide proof of ServSafe Level 1 Certification (Food Handler) or work with ServSafe certified person onsite
3. Cleaning Deposit	\$50	\$50 for individual users No fee for group uses
4. Insurance	Producer must have \$1M product general liability insurance, naming PMCC as additional insured	N/A
5. Costs	\$10-\$30/hr depending on equipment (see table below)	Commission to producer upon sale: 82% commission for fresh/ready to eat foods, 75% for frozen foods If producer provides product to a PMCC volunteer for processing: 50% commission upon sale

GENERAL RULES

1. Membership

All processors must have an up to date membership of the Philmont Market & Cafe Cooperative, Inc before using the commercial kitchen. Cost of Membership is \$100 or 10 hours of volunteer time annually.

2. Food Safety

Safety of the product and processor is the top priority of Philmont Market & Cafe Cooperative. There must be a certified person onsite whenever processing is taking place. Anyone wishing to use the kitchen for processing must have completed Level 1 ServSafe (Food Handler) training and provide certificate of completion to be kept on file or schedule time to work with a certified individual.

A ServSafe certified member of co-op management who is familiar with the kitchen will be present during the initial use of the kitchen for training and to review and document processes. Find at <http://www.servsafe.com/home>.

If at any time management feels that the processor is being unsafe, they may be asked to leave forfeiting all pre-paid fees.

Other Basic Safety Rules:

- No children under the age of 16 or untrained individuals are allowed in kitchen while processing is taking place. No one under the age of 18 may use equipment.
- Processors must wear proper clothing. Sandals, shorts, tank tops, and jewelry that could fall in to your product are not permitted (wedding band OK).
- Hair must be worn back and covered with a hairnet.
- Finger nails should be short and clean – NO fake nails or nail polish allowed unless you wear gloves.
- All cuts shall be bandaged with waterproof protectors, and watertight disposable gloves shall be worn.
- Beards and mustaches must be covered with a beard net (provided by the processor).

3. Cleaning Deposit

All processors will be required to pay an upfront deposit of \$50 for extra cleaning time. In the event that the kitchen requires extra cleaning after the processor leaves, all or a portion of the deposit may be withheld. This deduction will be made at the discretion of the Co-op Management after their inspection.

The processor will be required to re-pay the deposit upon scheduling the next visit.

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ADDITIONAL RULES FOR INDIVIDUAL COMMERCIAL PROCESSING

4. Insurance

All tenants must provide proof of a \$1M general liability insurance, naming Philmont Market & Cafe Cooperative as additionally insured, to be kept on file.

Products may be covered under the processors home/farm insurance. Processors should contact their insurance agent and add Philmont Market & Cafe Cooperative as an additional insurer

5. Kitchen Rental Rates

Type of Kitchen Use	Cost
Kitchen Space/Small Equipment (prep tables, sinks, scales, vacuum sealer, etc)	See Kitchen Manager
Large Equipment (stove, ovens, mixer, etc)	
Whole Kitchen Scheduled (all equipment, no sharing with other renters)	
Shared Kitchen Use Daily Rate	

Fees are negotiable based on agreement with each individual tenant. Tenants who rent a set amount of time per week/month and pay in advance are entitled to a discount.

Reserving Kitchen Space

Processor should schedule kitchen use in advance to avoid conflicts. Set up and cleaning time should also be considered. All rental fees must be prepaid.

Prioritization of Kitchen Use

It is the goal of Philmont Market & Cafe Cooperative to promote locally sourced products as well as those that will be sold through the Philmont Market & Cafe Cooperative Market. If space becomes limited; PMCC will give these processors priority.

All efforts will be made to ensure the most efficient use of the kitchen facility at all times.



OTHER INFO

Equipment/Tools

PMCC provides basic equipment and consumables (gloves, hairnets, aprons) as well as basic cleaning equipment (dish soap). Everything else needed for processing must be supplied by the processor such as chopping boards, tongs, tasting spoons, whisks, mixing bowls, “hot” gloves/mitts, towels, and parchment paper/foil/plastic wrap.

Processor should ID what will be needed to process prior to use.

Processor may bring their own small appliances for use. All appliances must be inspected and approved by Kitchen Manger prior to use.

Processors may make agreements to borrow/rent equipment from each other. All agreements should be made in writing and submitted to the co-op management. PMCC assumes no responsibility for such agreements or any issues that may arise. Use of another renter’s personal equipment or ingredients without consent may result in removal from the kitchen and forfeit of any pre-paid fees.

Labeling

Is the responsibility of the processor to insure that all products are labeled in accordance with the NYSA&M requirements including: statement of responsibility (name/address), ingredients and all sub-ingredients, weights.

Current labeling regulations do not include a requirement for shelf life or freshness date (Best Before or Use By) dates on labels. These may be voluntarily included as a way to encourage retailers to rotate products and let consumers know when the time is up for highest product quality. (<http://www.foodlabels.com/faq.htm>)

Products may qualify for Small Business Nutrition Labeling Exemption. See <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/LabelingNutrition/ucm2006867.htm> for details.

Storage Space

Processors wishing to leave, tools, equipment, or ingredients on site must rent storage space. Processors must provide tubs/boxes that can be closed and clearly labeled with the owner's name. Perishable contents must be labeled and dated. All other personal items must be removed upon leaving the facility. PMCC will not be held responsible for any loss of perishable products or equipment left unattended. At this time, storage space is available for those using the kitchen for processing at no charge. Charges may be added as space becomes limited. Renters will be given plenty of advanced notice.

Receiving Delivery of Perishable Ingredients

We are available to accept deliveries of perishable ingredients, however, notification in writing must be made with Kitchen Manager prior to shipment. If written request is not completed prior to delivery, order will be refused by Co-op staff. Producers must make arrangements with Kitchen Manager to schedule the production of perishable products immediately upon delivery. If perishable products adulterate any other food products or the refrigerated environment, Producer must process immediately or it will be at the sole discretion of PMCC to dispose of products. PMCC will not be held responsible for any loss of perishable ingredients.

Selling Products at Philmont Market & Cafe Cooperative Market

Processors who would like to sell product through Philmont Market & Cafe Cooperative must follow the Market's application procedure found at <http://philmontmarket/producers>. Production in the Commercial Processing Kitchen does not guarantee sales opportunity in the market.

Cooperation

Sharing a kitchen space requires cooperation on the part of everyone involved! All users should work to be understanding, flexible, and have an open cooperative attitude to working with co-op management and other users.

Questions

All questions regarding operations should be directed to info@philmontmarket.com or call.



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COMMERCIAL PROCESSING KITCHEN AGREEMENT
(Individual Producers)

Name(s) _____ Member # _____

Farm/Business Name _____

Mailing Address _____

City _____ State _____ Zip Code _____ County _____

Phone _____ Email _____

Web page _____

Section 1 – Products

Please list products you will be producing:

Section 2 – Licensing/Insurance

Need prior to scheduling kitchen time (attach copies of documents as necessary):

- Up to date membership to Philmont Market & Cafe Cooperative, Inc.
- ServSafe certificate of completion
- Cleaning deposit of \$50
- Member-Ownership of \$100
- 50% of estimated monthly kitchen rental charge
- \$1M product general liability insurance, naming PMCC as additional insured
- Prepaid rental time

Section 3 – Agreement

I agree to comply with all Philmont Market & Cafe Cooperative market rules, regulations and requirements. I affirm that all information in this application is complete and accurate. I understand that being a part of a cooperative requires flexibility and cooperation from everyone involved.

Signature _____

Date _____