



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Microbusiness

General Information:

License Number: MB281356
Original Issued Date: 03/12/2019
Issued Date: 03/05/2020
Expiration Date: 03/12/2021
Payment Received: \$2500 **Payment Required:** \$5000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Bodelle's Edibles, LLC
Phone Number: 413-657-0123 **Email Address:** bodelles420edibles@gmail.com
Business Address 1: 660 Riverside Dr **Business Address 2:**
Business City: Northampton **Business State:** MA **Business Zip Code:** 01062
Mailing Address 1: 41 Alfred St **Mailing Address 2:**
Mailing City: Ludlow **Mailing State:** MA **Mailing Zip Code:** 01056

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50 Percentage Of Control: 50
Role: Executive / Officer Other Role: Product Maker
First Name: Noelle Last Name: Pinsonnault Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 Percentage Of Control: 50
Role: Executive / Officer Other Role: Manager/Product Maker
First Name: Marc Last Name: Bode Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Noelle Last Name: Pinsonnault Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$21000 Percentage of Initial Capital: 33
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Marc Last Name: Bode Suffix:
Types of Capital: Monetary/Equity, Other Other Type of Capital: Money Total Value of the Capital Provided: Percentage of Initial Capital:
(Specify) Market \$43000 67
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Not Cultivating Establishment Activities: Manufacturing
Establishment Address 1: 660 Riverside Dr
Establishment Address 2:

Establishment City: Northampton

Establishment Zip Code: 01062

Approximate square footage of the Establishment: 600

How many abutters does this property have?: 16

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Zoning.pdf	pdf	5afdb35452bc563da3bfe1d6	05/17/2018
Certification of Host Community Agreement	HCA Affidavit.pdf	pdf	5b181d3fe0abb143d3545531	06/06/2018
Community Outreach Meeting Documentation	HCA Attestation Files pgs 1-3.pdf	pdf	5ba92dd64a9eb46ce8590562	09/24/2018
Community Outreach Meeting Documentation	HCA Attestation Files pgs 4-5.pdf	pdf	5ba92e0c34c75f6cf22cd845	09/24/2018
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant.pdf	pdf	5bfae8be4287b10d4f36fcc8	11/25/2018

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Postive Impact Plan.pdf	pdf	5be9e47de18f9d0d73850341	11/12/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:	Other Role:
First Name: Noelle	Last Name: Pinsonnault Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

Role:	Other Role:
First Name: Marc	Last Name: Bode Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Articles of Organization	LLC Articles of Organization.pdf	pdf	5ae87842a999e33d85063079	05/01/2018
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Noelle Pinsonnault.pdf	pdf	5ae88fcb1fc0413d614fdab7	05/01/2018
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Marc Bode.pdf	pdf	5ae8904bad75cc3d99a98cb8	05/01/2018
Bylaws	Bodelles-Edibles-LLC-BylawsOperating-Agreement_2018_05_01 (1).pdf	pdf	5aea3fa952bc563da3bfd90b	05/02/2018
Secretary of Commonwealth - Certificate of Good Standing	Good Standing Sec. Commonwealth0001.pdf	pdf	5aeb6db352bc563da3bfd9f2	05/03/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	NOELE Certificate of Good Standing.pdf	pdf	5e1384d7ef24345344e509e9	01/06/2020
Department of Unemployment Assistance - Certificate of Good standing	CERT Good Standing DUA.pdf	pdf	5e138a7f0aa7ba5339f6e46c	01/06/2020
Department of Revenue - Certificate of Good standing	MARC Certificate of Good Standing DOR.pdf	pdf	5e138f9abb37d053183e0455	01/06/2020
Secretary of Commonwealth - Certificate of Good Standing	scan Bodelles Jan 10 20200001.pdf	pdf	5e18e32f38abaf57497ad3bf	01/10/2020

Massachusetts Business Identification Number: 001324940

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan Bodelle's Edibles.pdf	pdf	5b33ec1cb47dfe43b93ec4ac	06/27/2018
Plan for Liability Insurance	Plan to Obtain Liability Insurance.pdf	pdf	5bfb4b17bcbac00d7d74bc42	11/25/2018
Proposed Timeline	Timeline.pdf	pdf	5bfddae51a7752047b592191	11/27/2018
Proposed Timeline	Updated Timeline.pdf	pdf	5e168607cb8cc6573ebd3508	01/08/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	5aeb3b243deece0450ce8439	05/03/2018
Types of products	Types of Marijuana Products.pdf	pdf	5aeb4a59ddf9b91046e61030b	05/03/2018
Production methods	Methods of Production.pdf	pdf	5b0e22252bc563da3bfe895	05/30/2018
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5b0eafc59a67bb11cc7e5260	05/30/2018
Maintaining of financial records	Financial Record Keeping.pdf	pdf	5b0eb5fd9eb86611ea7d47cc	05/30/2018

Inventory procedures	Inventory Procedures.pdf	pdf	5b0ff84153899e3d7b662020	05/31/2018
Prevention of diversion	Prevention of Diversion.pdf	pdf	5b2c03eb53361a503c1d5833	06/21/2018
Transportation of marijuana	Transportation Operating Plan.pdf	pdf	5b3946e2a18777320b0d7651	07/01/2018
Security plan	Security Plan.pdf	pdf	5bd1f8b7813a010d917ab7ac	10/25/2018
Diversity plan	Diversity Plan.pdf	pdf	5be9e3c2fe03b20d5f694b57	11/12/2018
Personnel policies including background checks	Personnel Policies & Procedures.pdf	pdf	5bfafd5ed84f77046ceede71	11/25/2018
Storage of marijuana	Storage of Marijuana Plan.pdf	pdf	5bfb04f682d97d04a0078a16	11/25/2018
Qualifications and training	Qualifications & Intended Trainings.pdf	pdf	5bfb4e7225766f0d55cc3a76	11/25/2018
Quality control and testing	Quality Control & Testing.pdf	pdf	5bfb5049813a010d917ad4fa	11/25/2018

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.: I Agree

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.: I Agree

I certify that all information contained within this renewal application is complete and true.: I Agree

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Bodelle's Edibles, LLC has made progress in initiating research and outreach to local organizations in order to achieve in the future the goals set forth in the Positive Impact Plan. Progress including, but not limited to;

1. Conducting initial research on creating the scholarship mentioned in our Positive Impact Plan through website platforms such as JotForm, FormSite, etc.
2. Executing an in-person visit to the Cannabis Education Center at Holyoke Community College in Holyoke, Massachusetts to inquire about holding future educational seminars.
3. Follow-up phone call and email to the CEC department.
4. Inquiring on how to make our scholarship visible and available to qualified applicants through the website / school.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: 1. Contacted Center for English Language Education (CELE) inquiring for services for ESL courses for potential employees who struggle with English as a second language. They are a nonprofit organization located in the city of Northampton, where Bodelle's Edibles,

LLC plans to operate.

2. Contacted via online form submission to the Women's Fund located in Springfield, Massachusetts, an area of disproportionate impact to acquire more information on setting up education seminars, and a possible partnership with the organization.

3. Performed outreach via phone call to Holyoke Community College to serve as potential internship placements for their business students.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Name of Item: N/A

Item Type: Edible MIP

Item Description: Bodelle's Edibles, LLC only maintains a provisional license at this time, therefore not permitted to produce Edible MIP's. This section is not applicable to the company at this time.

HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 10:00 PM
Tuesday From: 6:00 AM	Tuesday To: 10:00 PM
Wednesday From: 6:00 AM	Wednesday To: 10:00 PM
Thursday From: 6:00 AM	Thursday To: 10:00 PM
Friday From: 6:00 AM	Friday To: 5:00 PM
Saturday From: 6:00 AM	Saturday To: 5:00 PM
Sunday From: Closed	Sunday To: Closed

CONFIDENTIAL

Bodelle's Edibles, LLC

Business Plan

June 5th, 2018

Contact Information

Noelle Pinonnault
bodelles420edibles@gmail.com
413-657-0123
www.bodellesedibles.com
660 Riverside Dr
Northampton, MA 01062, USA

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Executive Summary

Opportunity

Problem Summary

Town officials and Marijuana Dispensary owners are already predicting a shortage of products within the first week of recreational sales. Bodelle's Edibles will strive to supply as much product as possible to help the predicted product shortage in licensed retail marijuana establishments across Massachusetts.

Solution Summary

Bodelle's Edibles, under its granted license will provide a diverse line of products to licensed retail marijuana establishments to satisfy the demands of diverse groups of consumers.

Market

Adults 21 years of age and older, and consumers who identify as vegetarians/vegans.

Why Us?

As a company we will hold true to the opportunity that we offer our consumers. All of our edibles will be handcrafted and lab-tested for quality assurance. Our mission is to provide a diverse line of Cannabis Products to consumers with vegan options to provide inclusiveness in the upcoming market. Bodelles Edibles, LLC will operate as a micro-business with a “mom & pop” business mindset and a focus on supporting other local businesses and organizations. Both owners have been Massachusetts residents for their entire lives and will proudly remain residents as business owners.

Opportunity

Problem & Solution

Problem Worth Solving

The predicted shortage of marijuana products at the commencement of recreational sales will only help the “black market” thrive. With over five-million adults age 21 years or older residing in Massachusetts, there is certain to be an overwhelming demand for product in the new recreational market. Bodelle's Edibles will work diligently to provide a multitude of products to various retail marijuana establishments across the state of Massachusetts, all while remaining in compliance with the requirements set forth in 935 CMR 500.000. In addition, vegans are a group of consumers who are growing rapidly in size and are being too-often overlooked by companies.

Our Solution

Besides providing more products to stores to meet projected demand, we strongly believe that edible cannabis products can have numerous positive effects for adult consumers, and we want everyone to feel included in the upcoming market by providing diverse, delicious infused cannabis products. By providing vegan, low-sugar and dairy-free options, more consumers overall, can experience the recreational benefits of edible marijuana products.

Target Market

Market Size & Segments

There are currently 5.7 million adults 21 years and older residing in Massachusetts, and according to recent research, roughly three percent are vegetarians or vegans—over one-hundred thousand people choose to not eat meat or animal products at all. Bodelles Edibles, LLC will be bringing vegan products to the market to immediately satisfy these specific consumer needs. The other products will be designed with regards to satisfying all ages of adults 21 years and older.

Our Advantages

Unlike medical cannabis dispensaries, we as a company will not need to create our product through growing our own cannabis supply. We will be able to provide much more product a lot quicker because we will be able to purchase wholesale extracts from suppliers to be immediately used in infusing our products. As a proposed recreational cannabis product manufacturer, we will not have the same limitations as current medical dispensaries do, and therefore can supply more product to more retail marijuana establishments to keep up with demand. This will provide more availability and more variety of products which will in turn, begin to wind down the illegal market in Massachusetts.

Execution

Marketing & Sales

Marketing Plan

Bodelles Edibles, LLC will conduct social media marketing with advertisement settings prohibiting view from users under the age of 21. The company will also choose to sponsor events where the audience is expected to be at least 85% adults 21 years or older. When there is a greater need for advertising, Bodelles Edibles, LLC will consult a marketing consultant to explore more legal options for marketing marijuana infused products.

Sales Plan

Brochures of available products, quantities and wholesale prices will be offered to licensed retail marijuana establishments through an inquiry form on the companies website. Retail establishments can inquire through the “contact” form provided on the website, and in addition the owners will be contacting operational retail establishments and offering a brochure of products to inspire interest in the products. In addition, the marijuana establishment shall attend various Cannabis business events for sales/networking purposes.

Company

Overview

Bodelle's Edibles is founded as a Limited Liability Company registered to do business in Massachusetts, and owned by two Massachusetts residents Noelle Pinsonnault and Marc Bode who each have a 50% stake in the business.

Team

Management Team

Noelle Pinsonnault – CEO, Chief Product Maker, & General Manager: Diverse talent and creativity, earned an associates degree graduating with a 4.0 GPA and on the Dean's List for 6 consecutive semesters. Excellent analytical skills, proficient in Microsoft Word, Excel, Access, and other computer programs. Previous experience in the food industry and marketing/media industry, with excellent references from each job. Currently training to become a Certified Food Protection Manager.

Marc Bode – CEO & Executive Manager of Sales and Deliveries, as well as Production Manager: Fifteen years of sales & driving experience with nationally renowned company Frito-Lay, independent, natural leadership skills with focus and attention to detail. Excellent verbal and written communication skills, the ability to negotiate and close on sales deals with retail establishments. Previous Chef experience in the restaurant and hotel industry. Currently training to become a Certified Food Protection Manager.

Chief Financial Officer & Financial Accountant: Noelle Pinsonnault

Plan to Obtain Liability Insurance

Bodelle's Edibles, LLC will obtain general liability and product liability insurance of no less than \$1 million, \$2 million in aggregate per occurrence, and \$1 million, \$2 million product coverage before beginning operations. The company plans to obtain liability insurance from an insurance agency who maintains an office location in Massachusetts and is licensed to sell liability insurance in the Commonwealth. Deductibles will be no higher than \$5,000 per occurrence, in compliance with 935 CMR 500.105 (10). "Reasonable quote" shall be defined as a yearly cost that is considerably lower than the annual licensure fee paid to the Commission.

Before provisional license is granted, the company will contact a minimum of two (2) insurance companies per week for quotes until a reasonable monthly/yearly quote is given. When issued a provisional license, if the company has not obtained a reasonable quote in which to obtain liability insurance, they will increase the number of companies contacted to five (5) per week until receiving a reasonable quote. Once a reasonable quote has been obtained, Bodelle's Edibles will then purchase the applicable liability insurance from the insurance agency prior to commencing operations. Under the circumstance that Bodelle's Edibles is unable to obtain liability insurance, owners will maintain compliance by opening an escrow account to cover cost of liabilities, in compliance with the regulations outlined in 935 CMR 500.105 (10)(b),(c).

Owners will maintain documentation of compliance with liability insurance requirements in compliance with the company's record-keeping procedures, and will provide appropriate documentation to the Commission upon request.

If owners of Bodelle's Edibles wish to switch insurance agencies once operational, the new insurance policy must take effect before, or immediately following the termination of the previous policy, in order to prevent a lapse or lack of insurance coverage. Owners must then notify the Commission, providing updated insurance documentation that displays that the new insurance policy complies with 935 CMR 500.105 (10).

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).


Applicant

I, Noelle Pinsonnault, (*insert name*) certify as an authorized representative of Badelles Edibles, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Northampton, MASSACHUSETTS (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on June 5th, 2018 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, DAVID J. NARKEWICZ, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF NORTHAMPTON (*insert name of host community*) to certify that the applicant and CITY OF NORTHAMPTON (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on JUNE 5, 2018 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Noelle Pinsonnault, (*insert name*) attest as an authorized representative of Bojelles Edibles, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 22nd, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 15th, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 10th, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 11th, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

NOTICE OF COMMUNITY OUTREACH HEARING

BODELLES EDIBLES, LLC.

660 RIVERSIDE DRIVE, FLORENCE, MASSACHUSETTS

In accordance with 935 CMR 500.101(1)(a)(9), Bodelles Edibles, LLC., will hold a Community Outreach Hearing on **Tuesday, May 22nd, 2018 at 5:00pm at the Lilly Library, 19 Meadow Street, Northampton, Massachusetts 01062.** Bodelles Edibles, LLC., intends to apply for the following Adult-use Marijuana Establishment license: Microbusiness Marijuana Infused Product Manufacturer at 660 Riverside Drive, Florence, Massachusetts pursuant to G. L.

c. 94G, Chapter 55 of the Acts of 2017, and 935 CMR 500.000, *et. seq.*

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors; and
4. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Interested residents may hear about the proposal and ask questions at the Community Outreach Hearing.

A copy of this notice is on file with the City Clerk, at the Mayor's office, and the Planning Board office, all located at 210 Main Street, Northampton, Massachusetts, 01060, and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to owners of land directly opposite on any public or private street or way, and abutters of the proposed address of the Marijuana Establishment within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Bodelles Edibles, LLC

Noelle Pinsonnault, AA
Founder/CEO

Mayor's Office

MAY 10 2018

Northampton MA

NOTICE OF COMMUNITY OUTREACH HEARING

BODELLES EDIBLES, LLC.

660 RIVERSIDE DRIVE, FLORENCE, MASSACHUSETTS

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and
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Bodelles Edibles, LLC

Noelle Pinsonnault, AA
Founder/CEO

Compliance with Local Code & Ordinances Plan

Bodelle's Edibles, LLC
660 Riverside Dr. Northampton,
MA 01062

Compliance Leader: Noelle Pinsonnault, CEO/Owner

Pursuant to 935 CMR 500.101(1)(10) Bodelle's Edibles, LLC submits the following Compliance with Local Code & Ordinances Plan.

Current Compliance State and Local Regulations and Ordinances:

- Zoning ordinance in the city of Northampton Chapter 350-ATT 9 mandates a buffer zone of 200 feet between a proposed marijuana establishment and a pre-existing school that teaches any grades from K-12. The proposed location of BODELLE'S Edibles LLC (hereinafter "BODELLE'S") is compliant with this ordinance. Bodelle's location will be outside of the 200 feet buffer zone, and there are no current plans for a school to be built/open within 200' of the establishment;
- Marijuana establishments are "Allowed by Right" to operate in Office-Industrial and General Business zoned properties in the city of Northampton. BODELLE'S proposed location zoned Office/Industrial/Manufacturing. A zoning permit was approved for the proposed property of 660 Riverside Dr, Northampton, MA 01062 by the Northampton building department on 17 May, 2018.
- Minor renovations are planned for the property leased by BODELLE'S. As per the request of the building commissioner, a building permit must be obtained pursuant to Chapter 105.1 of the International Building Code, and a Massachusetts licensed general contractor are required to oversee the project for the proposed renovations. Renovations will begin after a provisional license is granted by the Commission and after a building permit is approved by the building department.
- The city of Northampton implemented a community impact fee of 3% tax on gross sales of the marijuana establishment in the negotiated Host Community Agreement. Once the BODELLE'S begins operating, quarterly payments will be made to the city of Northampton in the beginning of the month(s) specified in the agreement.

Plan for Future Compliance with State and Local Regulations and Ordinances:

BODELLE'S will evaluate compliance with local codes, ordinances and bylaws at least once a calendar year, or immediately after such codes, ordinances or bylaws in the city of Northampton are newly introduced (law passed) or updated. The compliance

leader will analyze whether or not new regulations are applicable to the establishment's operations or physical location and will do the following:

- Analyze the new regulation and its effect on the marijuana establishment (i.e. BODELLE'S);
- If the new regulation is applicable to BODELLE'S, a meeting with other executives will be held, and possible changes will be discussed to remain in compliance with the new regulation. Changes will be implemented, documented and kept on record in compliance with the establishment's record-keeping policies;
- If the new regulation is not applicable to the BODELLE'S operations or physical location, the Compliance Leader will document that the new regulation was analyzed, not applicable to the establishment and that there are no necessary changes to be made. Such records will be kept as normal business records of BODELLE'S

Moreover, any renovation including electrical, plumbing, building work that is proposed for the BODELLE'S shall be submitted to the Northampton Building Department first in accordance with Town building codes and ordinances for approval. If the building department requires permits for the proposed changes, the documents will be completed and approved before renovations begin.

File # MP-2018-0061

APPLICANT/CONTACT PERSON NOELLE PINSONNAULT
ADDRESS/PHONE

PROPERTY LOCATION 660 RIVERSIDE DR
MAP 23C PARCEL 037 001 ZONE GI(100)/WP(48)/

THIS SECTION FOR OFFICIAL USE ONLY:
PERMIT APPLICATION CHECKLIST

	ENCLOSED	REQUIRED	DATE
ZONING FORM FILLED OUT			
Fee Paid			
Building Permit Filled out			
Fee Paid			
Type of Construction: ZPA - COMMERCIAL KITCHEN FOR MARIJUANA INFUSED PRODUCT MANUFACTURING			
New Construction			
Non Structural interior renovations			
Addition to Existing			
Accessory Structure			
Building Plans Included:			
Owner/ Statement or License			
3 sets of Plans / Plot Plan			

THE FOLLOWING ACTION HAS BEEN TAKEN ON THIS APPLICATION BASED ON INFORMATION PRESENTED:

Approved Additional permits required (see below)

PLANNING BOARD PERMIT REQUIRED UNDER : § _____

Intermediate Project : _____ Site Plan AND/OR _____ Special Permit with Site Plan
Major Project: _____ Site Plan AND/OR _____ Special Permit with Site Plan

ZONING BOARD PERMIT REQUIRED UNDER: § _____

Finding _____ Special Permit _____ Variance* _____

_____ Received & Recorded at Registry of Deeds Proof Enclosed _____

Other Permits Required:

_____ Curb Cut from DPW _____ Water Availability _____ Sewer Availability

_____ Septic Approval Board of Health _____ Well Water Potability Board of Health

_____ Permit from Conservation Commission _____ Permit from CB Architecture Committee

_____ Permit from Elm Street Commission _____ Permit DPW Storm Water Management


Signature of Building Official

5/17/18
Date

Note: Issuance of a Zoning permit does not relieve a applicant's burden to comply with all zoning requirements and obtain all required permits from Board of Health, Conservation Commission, Department of public works and other applicable permit granting authorities.

* Variances are granted only to those applicants who meet the strict standards of MGL 40A. Contact the Office of Planning & Development for more information.

Check 102
\$30.00

RECEIVED

File No. MA-18-0061

MAY 17 2018

ZONING PERMIT APPLICATION (§10.2)

Please type or print all information and return this form to the Building Inspector's Office with the \$30 filing fee (check or money order) payable to the City of Northampton
DEPT. OF BUILDING INSPECTIONS
NORTHAMPTON, MA 01060

- 1. Name of Applicant: Noelle Pinsonnault
Address: 41 Alfred St, Ludlow, MA 01056 Telephone: 413-657-0123
- 2. Owner of Property: Jeff Marney
Address: 175 Main St, Leeds, MA 01053 Telephone: 413-584-0737
- 3. Status of Applicant: Owner Contract Purchaser Lessee Other (explain) Future Lessee
- 4. Job Location: 660 Riverside Dr, Florence, MA 01062

Parcel Id: _____ Zoning Map# 23C Parcel# 037 District(s): _____
 In Elm Street District _____ In Central Business District _____
 (TO BE FILLED IN BY THE BUILDING DEPARTMENT)

- 5. Existing Use of Structure/Property: Light Manufacturing
- 6. Description of Proposed Use/Work/Project/Occupation: (Use additional sheets if necessary):
Building a commercial kitchen for use: marijuana-infused product manufacturing, only if granted license by the Mass. Cannabis Control Commission. Kitchen ^{will be} located in 500 sq/ft of downstairs area.
- 7. Attached Plans: Sketch Plan Site Plan Engineered/Surveyed Plans
- 8. Has a Special Permit/Variance/Finding ever been issued for/on the site?
NO DONT KNOW YES IF YES, date issued: _____
IF YES: Was the permit recorded at the Registry of Deeds?
NO DONT KNOW YES
IF YES: enter Book _____ Page _____ and/or Document # _____
- 9. Does the site contain a brook, body of water or wetlands? NO DONT KNOW YES
IF YES, has a permit been or need to be obtained from the Conservation Commission?
Needs to be obtained _____ Obtained _____, date issued: _____

(Form Continues On Other Side)

10. Do any signs exist on the property? YES NO

IF YES, describe size, type and location: There is a sign near the front of the building with the name of the upstairs tenant.

Are there any proposed changes to or additions of signs intended for the property? YES NO

IF YES, describe size, type and location: Near front, sign containing logo, minimum size 14"x20"

11. Will the construction activity disturb (clearing, grading, excavation, or filling) over 1 acre or is it part of a common plan of development that will disturb over 1 acre? YES NO

IF YES, then a Northampton Storm Water Management Permit from the DPW is required.

12. ALL INFORMATION MUST BE COMPLETED, or PERMIT CAN BE DENIED DUE TO LACK OF INFORMATION

This column reserved for use by the Building Department

	EXISTING	PROPOSED	REQUIRED BY ZONING
Lot Size	0.38 Acres - 16,466 sq/ft		
Frontage	162 Ft		
Setbacks	Front: N/A Side: L: R: Rear:	L: R: L: R:	L: R: L: R:
Building Height	10 Ft front, 20 Ft rear		
Building Square Footage	5,280 sq/ft		
% Open Space: (lot area minus building & paved parking)	5% - 10%		
# of Parking Spaces	20		
# of Loading Docks	0		
Fill: (volume & location)	0		

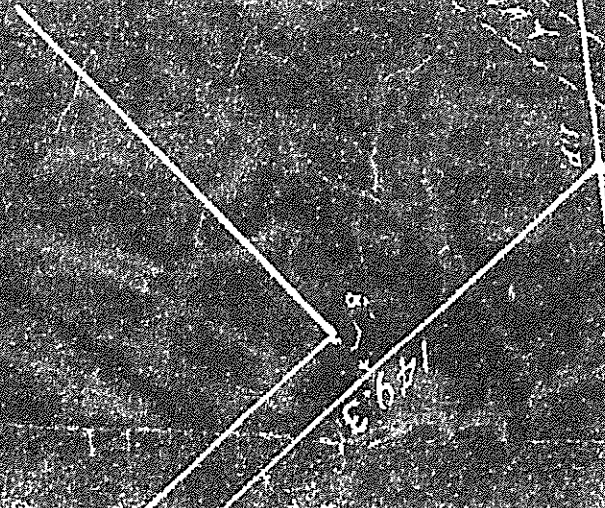
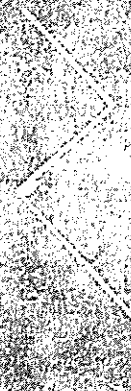
13. Certification: I hereby certify that the information contained herein is true and accurate to the best of my knowledge.

Date: 5/11/18 Applicant's Signature 

NOTE: Issuance of a zoning permit does not relieve an applicant's burden to comply with all zoning requirements and obtain all required permits from the Board of Health, Conservation Commission, Historic and Architectural Boards, Department of Public Works and other applicable permit granting authorities.

SELECT REALTY CORPORATION

MILL NO. 7



SELECT REALTY CORPORATION

George F. Bertram
Northampton, Mass. Federal
Building, 100 State St.
Northampton, Mass.

George F. Bertram
Northampton, Mass. Federal
Building, 100 State St.
Northampton, Mass.

CINDER

MILL NO. 7

BRIDGE STREET

TRIPLE ALLEY

BRIDGE STREET

100

100

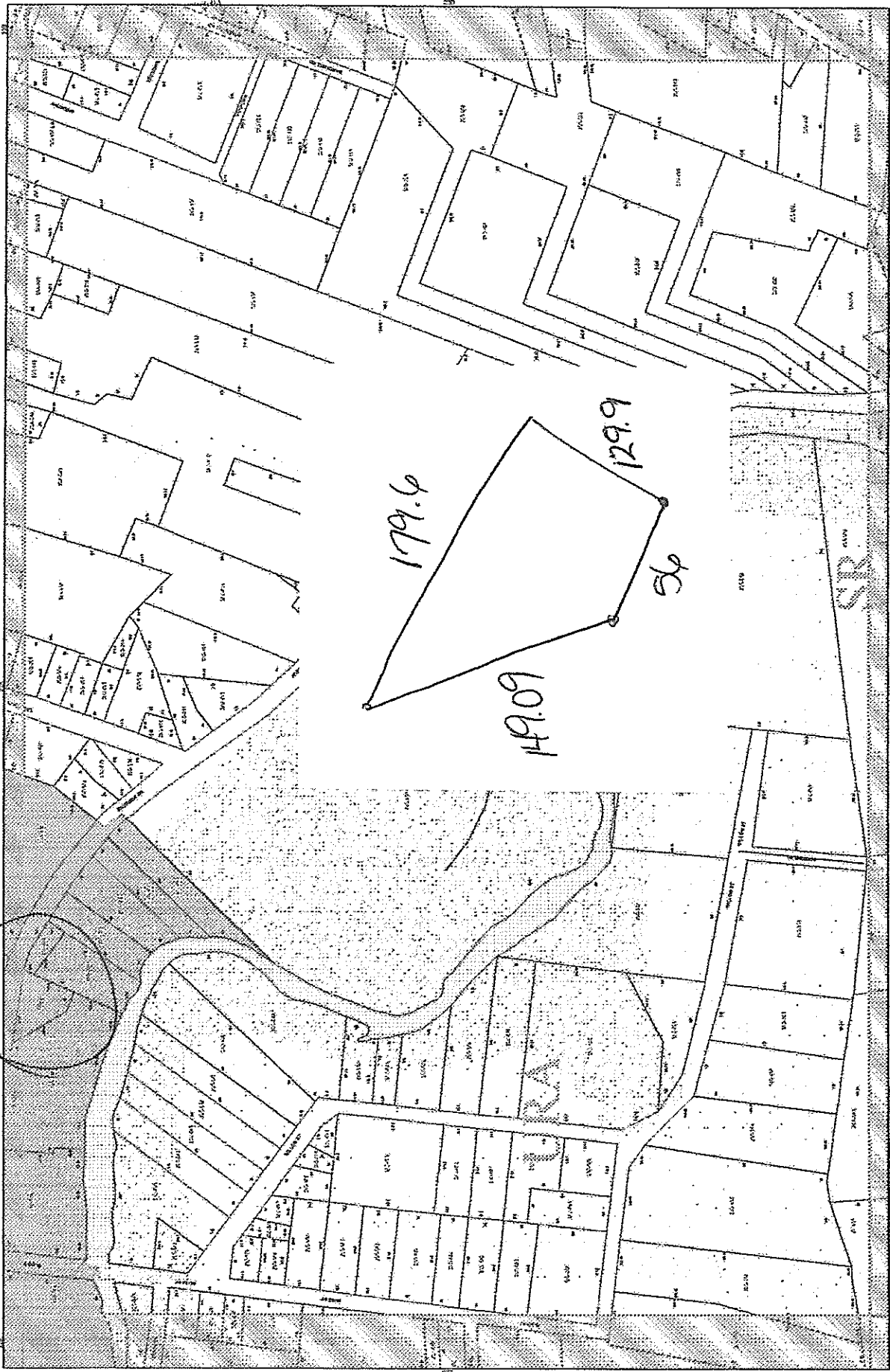
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23C-037

23C-090



Northampton Assessors and Zoning Map

Map Sheet **23C**

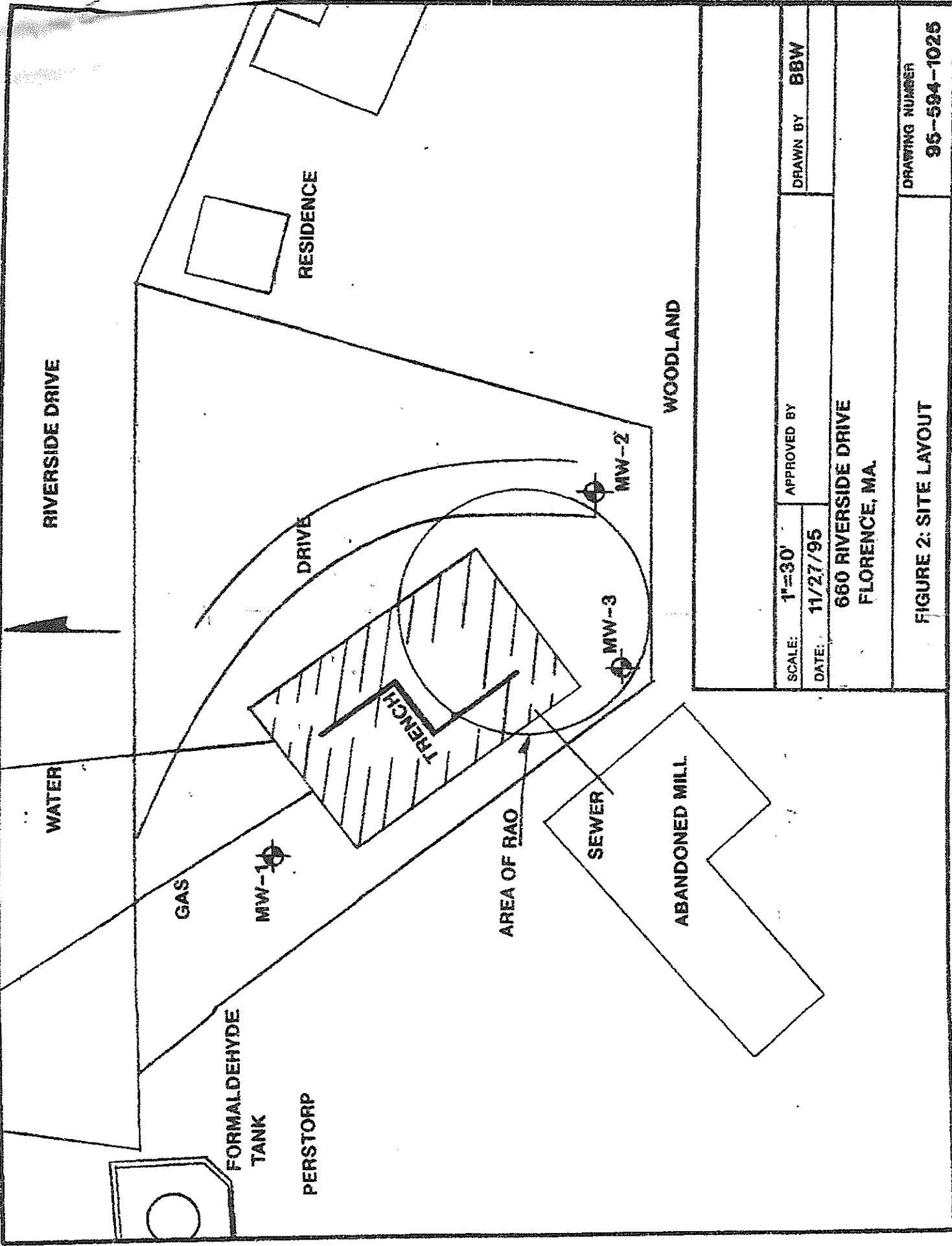
Scale: 1" = 100'

North Arrow

Legend:

Zoning Districts		Zoning Overlay	
OS	Office	SR	Special Review
CB	Community Business	SR	Special Review
MB	Medium Density Residential	SR	Special Review
LD	Low Density Residential	SR	Special Review
RD	Rural District	SR	Special Review
SP	Special Purpose	SR	Special Review
AG	Agriculture	SR	Special Review
IC	Industrial Community	SR	Special Review
IM	Industrial Medium Density	SR	Special Review
IA	Industrial Light	SR	Special Review
UP	Urban Professional	SR	Special Review
UR	Urban Residential	SR	Special Review
UR	Urban Residential	SR	Special Review
UR	Urban Residential	SR	Special Review

Copyright © 2002 Northampton Assessors and Zoning Map



SCALE: 1"=30'	APPROVED BY	DRAWN BY BBW
DATE: 11/27/95	660 RIVERSIDE DRIVE FLORENCE, MA.	
FIGURE 2: SITE LAYOUT		DRAWING NUMBER 95-594-1025

**ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY**

The undersigned organizer hereby adopts the following Articles:

ARTICLE 1

Name

The name of the Limited Liability Company is: Bodelles Edibles, LLC

ARTICLE 2

Principal and Mailing Address

2.01 The complete street address of the initial designated principal office is:

660 Riverside Dr

Florence, MA, 01062

2.02 The complete mailing address is:

41 Alfred St

Ludlow, MA 01056

ARTICLE 3

Registered Agent

3.01 The name of the initial registered agent is:

Noelle Pinsonnault

3.02 The street address of the registered agent is:

41 Alfred St

Ludlow, MA 01056

ARTICLE 9

Purpose

The purpose for which the company is organized is to conduct any and all lawful business for which Limited Liability Companies can be organized pursuant to 935 CMR 500.000 statute, including but not limited to: for the purpose of applying for a microbusiness marijuana license through The Massachusetts Cannabis Control Commission.

ARTICLE 10

Liability

Pursuant to 950 CMR 112 statute, any and all debts, obligations or other liabilities of Bodelles Edibles, LLC are solely the responsibility of the Limited Liability Company. Any manager or member of Bodelles Edibles, LLC is hereby not personally liable for such debts or liabilities solely by reason of their title.

ARTICLE 11

Organizer

I, Noelle Pinsonnault, residing at 41 Alfred St, Ludlow, MA 01056,
execute these Articles of Organization dated this 1st day of May, 2018.

Noelle Pinsonnault

Organizer

Correspondence information is:

Noelle Pinsonnault
41 Alfred St, Ludlow, MA 01056
413-657-0123

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Bodelles Edibles, LLC**

This Multi-member LLC Operating Agreement represents Bodelles Edibles, LLC that was formed in the State of Massachusetts on April 30th 2018, hereinafter known as the "Company".

There are a total of Two (2) Members in the Company known as:

Noelle Pinsonnault, of 41 Alfred St, Ludlow, Massachusetts, 01056 and has 50% percent ownership-interest in the Company;

Marc Bode, of 41 Alfred St, Ludlow, Massachusetts, 01056 and has 50% percent ownership-interest in the Company;

hereinafter known as the "Member(s)".

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Massachusetts and set forth the terms herein of the Company's operation and the relationship between Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business

The name of the Company is Bodelles Edibles, LLC with a principal place of business at 660 Riverside Dr, Florence, Massachusetts, 01062. The mailing address shall be 41 Alfred St, Ludlow, Massachusetts, 01056.

2. Registered Agent

The name of the Registered Agent is Noelle Pinsonnault with a registered office located at 41 Alfred St, Ludlow, Massachusetts, 01056 for the service of process as of May 1st 2018. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Massachusetts.

3. Formation

The Company was formed on April 30th 2018, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Massachusetts (the "Statutes").

4. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions

Contributions to the Company shall be made by following: two (2) members:

Noelle Pinsonnault shall be contributing \$21,000 or more;

Marc Bode shall be contributing \$50,000 or more;

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

7. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "Capital Transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

The "Capital Account" for each Member shall mean the account created and maintained for the Member(s) in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth with the name of each Member.

During each weekly period the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order or priority: (a) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. Books, Records and Tax Returns

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a

capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a Multi-Member Limited Liability Company in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company

The business and affairs of the Company shall be conducted and managed by a manager in accordance with this Agreement and the laws of the State of Massachusetts.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of the Members unanimously.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior authorization of over fifty percent (50%) of the Members' ownership-interest in favor to sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The Members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

11. Meetings of Members

The annual meeting of the Members shall be held on the 10th of June (day/month) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12. Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the unanimous vote of the Members in each instance.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Members agree that a Member may voluntarily withdraw from the Company without the approval, vote, or consent of the Members. Unless the withdrawing member's ownership interest was sold it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

13. Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

14. Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into by the purchase of another Member's ownership interest and a vote for adding the new Member consisting of the unanimous vote of the Members in each instance.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation,

filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15. Sale of Company

The sale of the Company, either partially or in its entirety, shall only be approved by a unanimous vote of the Members. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Members and put up to a vote within a seven (7) day period thereafter. At the option of any Member the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Members, then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

16. Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy,

insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstated and in effect for thirty (30) days.

17. Dissolution and Liquidation

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the Members unanimously; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

18. Representation of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is of legal age; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

19. Certificates Evidencing Membership

Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Bodelles Edibles, LLC dated effective as of May 1st 2018, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

20. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Agreement.

21. Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the

party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

22. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

23. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Massachusetts. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on May 1st 2018.

The Member(s) of Bodelles Edibles, LLC



Noelle Pinsonnault



Marc Bode



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MARC BODE
41 ALFRED ST
LUDLOW MA 01056-1807

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MARC BODE is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: yzj76f



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NOELLE
41 ALFRED ST
LUDLOW MA 01056-1807

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, NOELLE is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: 4wqcy3



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

April 30, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

BODELLES EDIBLES, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 30, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NOELLE SAISON PINSONNAULT**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **NOELLE SAISON PINSONNAULT, MARC RICHARD BODE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Bodelle's Edibles, LLC
660 Riverside Dr.
Northampton, MA 01062

Commonwealth Massachusetts
Cannabis Control Commission

Bodelle's Edibles LLC, Diversity Plan & Social Equity Programs

I. Diversity Mission Statement:

The mission of Bodelle's Edible's LLC, (hereinafter "Bodelle's) is to provide transparent, professional, high-quality edible cannabis products to our customers **while simultaneously** creating a workforce that is diverse and empowers traditionally underrepresented workers. As stated throughout this Diversity Plan, Bodelle's hiring policies: (a) will prioritize employment review for applicants who reside in areas of disproportionate impact and have been traditionally underrepresented in the workforce by virtue of race, ethnicity, religion, gender, disability or sexual orientation; (b) will also use equitable and inclusive hiring & training practices with potential employees who are disabled or handicapped in compliance with state and federal law; (c) will offer specific and inclusive accommodations for qualified disabled applicants and employees; and (d) provide mandatory employee orientation and training that emphasizes our non-discrimination policies as well as awareness & sensitivity training to cultural variances.

We are also dedicated toward forming partnerships with local public service organizations and educational institutions to promote diversity and inclusion in an effort to reduce systemic barriers that prohibit equal access to employment opportunities—not simply those within our own company. Moreover, we are also committed to promoting wellness, education, and training opportunities for those disproportionately harmed previously by marijuana prohibition.

Thus, and in compliance with 935 CMR 500.101(e), **Bodelle's has created its own** Social Equity Programs. As illustrated herein, Bodelle's seeks to promote social equality and upward economic mobility to minorities, veterans, and people with disabilities, regardless of gender identities or sexual orientation. (See also Bodelle's Edibles, LLC, Positive Impact Plan Programs ("PIPP") – attached hereto). Indeed, it is the goal of all **Bodelle's Diversity & Social Equity Programs** to reduce institutional and systemic barriers that have negatively impacted those marginalized in our society. Embedded within the culture of Bodelle's is a goal of diversity, community cooperation, and equality. We are equally committed to utilizing Bodelle's Social Equity Programs (listed below) to make valuable contributions to our community as well as providing an example of a diversity plan and social equity plan for other microbusinesses

Accordingly, Bodelle’s Diversity Plan & Social Equity Programs were created and are dedicated to ***empowerment through diversity***. Indeed, CEO, Noelle Pinsonnault and CEO Marc Bode share equally in the ownership and operation of Bodelle’s and, as shown below, are committed to expanding their inclusive business culture and philosophy to the community as a whole. As a result, Bodelle’s has utilized strategic planning techniques using qualitative and quantitative data and created a specific process and to ensure measurement and compliance with the Massachusetts Cannabis Commission’s (MCC) guidelines on community impact and diversity. We are confident that as Bodelle’s expands its operations in the future, our workforce will be reflective of that diverse philosophy.

II. Bodelle’s Diversity & Social Equity Plan Programs

(A.) Geographic Areas of Impact & Social Equity Plan Program Goals

The headquarters of Bodelle’s Edibles, LLC’s will be in Northampton Massachusetts. We anticipate providing services to areas of disproportionate impact as defined by 935 CMR 500.101, such as Amherst, Greenfield, Holyoke, and Springfield. Within that geographic area we are committed to providing employment and educational opportunities to the diverse demographic who live in those communities.

(B.) Bodelle’s Social Equity Program & Measurement Overview

Bodelle’s Social Equity Programs include four overall goals which include providing: (1) *employment and education opportunities* for minorities, veterans, people with disabilities, regardless of gender identity and/or sexual orientation disproportionality impacted by cannabis prohibition; (2) Scholarships; business trainings; and mentorship for women—with a focus on women re-entering the workforce.¹; (3) Service-oriented contributions to non-profit organizations that focus on educating communities, in disproportionality impacted areas, on responsible cannabis use and preventing underage substance abuse; and (4) Community education and training opportunities with an emphasis on careers in the cannabis industry and work on de-stigmatizing the responsible use of cannabis products. As illustrated throughout this filing and Bodelle’s Positive Impact Statement, all of our social equity programs were created to allow equal access for opportunity to women, veterans, and minorities regardless of disability, gender identity or sexual orientation.²

Bodelle’s will *measure and track accountability* of each of its social equity

¹ All workshops and trainings will comply with 935 CMR 500.105 (4) (a) 2.

² Bodelle’s will include awareness & sensitivity to cultural variances as mandatory part of employee orientation and training, making non-discrimination policies clear.

programs using a variety of metrics twice a year. Each program will be monitored and measured independently using the metrics included in the “Measurement and Accountability Procedures” section of each goal listed. (See below Goals 1-4) Data from each goal will be recorded and analyzed in an Excel (or comparable) format; and stored using a secure cloud-based data storage system such as Dropbox. Bodelle’s will monitor diversity percentages of the company's staff to state of Massachusetts diversity statistics. Short-term goal matching the state's 20% diversity level, with a long-term goal of at least 40% by the end of five (5) years operation. All program data will be made available to the Commission upon request.

(C.) Social Equity Program Goals & Measurements Procedures (1-5)

Program Goal 1.

(Recruiting / Training): Provide employment opportunities and education for minorities, veterans, people with disabilities regardless of gender identity or sexual orientation who have been disproportionality impacted by cannabis prohibition.

Goal Overview:

Bodelle’s is committed to **increasing employment opportunities** to those marginalized in our communities particularly minorities, veterans, people with disabilities, as well as people of all gender identities and sexual orientations who have been disproportionately impacted by previous marijuana laws.

Program Overview :

To accomplish this goal, Bodelle’s will focus its **recruiting/training program** to include the aforementioned areas that have been disproportionality impacted with a particular emphasis to those candidates—should Bodelle’s expand its operation and require additional staff.

The methods to accomplish this goal include, but are not limited to, contributing monetary resources to assist local agencies that assist minorities and veterans access to job training and employment. Bodelle’s will also participate in local job fairs that are located in the areas of disproportionate impact closest to its base of operation: such as, Amherst, Greenfield, Holyoke, and Springfield.

- **Bodelle’s Job Fair:**

If no such job fairs are available, ***Bodelle’s will host its own independent job fair*** in one of the municipalities of disproportionate impact listed herein. Priority follow-up interviewing after the job fairs will be given to applicants who have been negatively affected by previous marijuana laws, and/or reside in areas of disproportionate impact.

- **Bodelle’s Employment Training:**

In addition to participating in job fairs, ***Bodelle’s will also host a job training in a***

central location of disproportionate impact as our staffing requirements increase. That training will focus on:

- a) How to start a small business;
- b) How to positively contribute to and get involved in your community;
- c) Building a professional resume;
- d) Reducing and Refusing the stigma on cannabis use;
- e) Preparing for a job fair and/or interview;
- f) How to get involved in the cannabis industry;
- g) Feature community leaders and industry experts as guest speakers who possess particular professional experience in the training.

Measurement and Accountability Procedures:

Each training / recruitment program will be recorded and measured independently through self-identified demographic data that will include: **(i)** date(s) of the event; **(ii)** specific location of the training or job fair; **(iii)** who attended from Bodelle’s (and focus of the presentation); **(iv)** number of attendees or participants at the event; and **(v)** whether other agencies cooperated in the event (as well as their demographic information). Moreover, Bodelle’s will also request that **(vi)** residents who attend the trainings, participate in a voluntary survey to measure the impact / results that each training produced; **(vii)** Bodelle’s will also measure and record how many surveys were distributed at each training/ job fair and that data will be included. Finally Bodelle’s will also show efficacy of recruitment by **(viii)** requesting that all applicants for employment with Bodelle’s complete a survey that includes their own individual demographic information. All trainings and job fair data will be maintained and memorialized as business records of Bodelle’s Edibles LLC. Data from each goal component will be recorded and analyzed in an Excel (or comparable) format; and stored in using a secure cloud-based data storage system. Accordingly, our trainings /mentorships/ recruitment programs will be adjusted based on the aforementioned data.

Program Goal 2.

Provide, scholarships, business trainings, and mentorship, opportunities for young women, and women re-entering the workforce—with particular emphasis on those women residing in areas of disproportionate impact.

Goal Overview:

Bodelle’s is firmly committed to providing scholarship opportunities, training, and mentorship to young women and women re-entering the workforce in areas of disproportionate impact to become business owners and leaders in their communities. Bodelle’s is acutely aware of the systemic barriers that prohibit women re-entering the workforce from reaching their full potential. Accordingly, our goal is provide a wide-range of opportunities to those women to re-enter the workforce with confidence to

compete on a level playing field.

Program Overview:

As stated in the attached PIPP, Bodelle's will work to form partnerships with local civic groups that provide *skills based education to young women and advance not only economic empowerment of women in business but also entrepreneurship and community leadership*. For example, such organizations may include: the Women Business Owners Alliance of Pioneer Valley; Women's Shelter/Compañeras; and the Professional Women's Chamber. These organizations provide a backdrop of the types of groups that Bodelle's will offer mentorship; coaching; and internships for women who aspire to become business owners or leaders in their communities. Moreover, Bodelle's will also explore partnerships with Springfield Technical Community College, Holyoke Community College, Greenfield Community College to serve as potential internship placements for their business students. Bodelle's will also create an annual **\$500 college scholarship** available to women students.

Examples of our training and mentorship include:

- a) How to start a small business;
- b) How to positively contribute to and get involved in your community, using business enterprises;
- c) Building a professional resume;
- d) Preparing for a job fair and/or interview;
- e) How to network with other women business owners.

Scholarships for female students:

The specific scholarship criteria remains to be developed, however, a focus of the scholarship will emphasize providing women in college who are re-entering the workforce with financial assistance to accomplish that goal.

Measurement & Accountability Procedures:

All scholarship / training / mentorship programs will be overseen by Ms. Pinonnault. All data produced from those programs will be maintained and memorialized as business records of Bodelle's Edibles LLC. Data from each program goal will be recorded and analyzed individually using an Excel (or comparable) format; and stored in using a secure cloud-based data storage system. Data metrics will include: **(i)** All scholarship information including recipients and amounts; **(ii)** All the training(s); **(iii)** all mentorship(s); **(iv)** location of all trainings; **(v)** whether the training resulted in employment opportunities for the applicant(s); **(v)** whether the applicant received any formal educational credit for participating in the mentorship/training program and; **(vi)** longitudinal data on applicants' future employment as a result of **(vii)** participating in the program (based on applicant's voluntary participation survey data). Accordingly, our trainings /mentorships will be adjusted based on the aforementioned data.

Program Goal 3.

Provide an English as Second Language (ESL) tutoring program for employees who utilize English as a second language as a way to increase opportunity for advancement for those who have been disproportionality impacted, not only in the company, but the community as a whole.

Goal Overview:

Bodelle’s is committed to providing opportunities, training, and mentorship to a diverse workforce. Bodelle’s is aware of the systemic barriers that prohibit people from advancing in the workforce to reach their full potential—including **language barriers**. Accordingly, our goal is provide a wide- range of cultural and educational opportunities to assist people to assimilate into the workforce and community with confidence to compete on a level playing field.

Program Overview:

Bodelle’s will offer English as a second language courses (ELS) to workers whose native languages are different than English. Bodelle’s will partner with community service providers to implement the proper ELS course for its employees.

Measurement & Accountability Procedures:

All data regarding Bodelle’s ESL Program will be maintained and memorialized as business records of Bodelle’s Edibles LLC. Data from each program goal will be recorded and analyzed individually using an Excel (or comparable) format; and stored in using a secure cloud-based data storage system. Data metrics will include: **(i)** Employees’ training information; **(ii)** All ESL training(s) provided; **(iv)** location of all trainings;; **(v)** Facilitation of the trainings; **(vi)** longitudinal data on employees’ career trajectory post-ESL training (e.g. promotions; career change; etc.) Accordingly, our trainings /mentorships will be adjusted based on the aforementioned data.

Program Goal 4.

Provide service-oriented contributions to non-profit organizations that focus on educating communities on responsible adult cannabis use and preventing substance abuse.

Goal Overview:

Imbedded within the culture and mission statement of Bodelle’s Edibles LLC, is a commitment to participate with other civic groups to provide community education in areas of disproportionate impact. The content of our program goal will focus on substance abuse prevention and education as well as promoting the responsible adult use of cannabis products with an emphasis on community resources and supports.

Program Overview:

To achieve this goal, Bodelle’s will offer an **annual community education seminar** in each of the communities identified above (Springfield, Holyoke, Amherst, and Greenfield). Bodelle’s CEO Ms. Pinonnault will be responsible for the facilitation of each seminar. Each presentation will be provided free of charge at a local location available to Bodelle’s. We anticipate that our educational presentations will be facilitated in collaboration with local community service agencies including but not limited to: CHD; ServiceNet; Massachusetts Dept. of Mental Health and/or other local service agencies. If, however, said agencies are not available for collaboration, Bodelle’s will seek out other qualified professionals to assist in the facilitation of the community seminars. Bodelle’s will place a priority on holding its Annual Community Education Seminar in areas of underrepresentation.

Measurement & Accountability Procedures:

All contacts and correspondence with civic groups and community service agencies will be maintained and memorialized as business records in both hard copy and a secure cloud-based storage system. Each seminar will be recorded and measured through self-identified demographic data that will include: **(i)** date(s) of each seminar; **(ii)** where the seminar took place; **(iii)** subject matter of presentation of the seminar (with outline or PowerPoint, etc.); **(iv)** name(s) of seminar presenter(s); **(v)** presenter’s qualifications; **(vi)** amount of people in attendance. Accordingly, future presentations will be adjusted based on the aforementioned data.

Program Goal 5.

Provide Community education with an emphasis on the career opportunities in the cannabis industry and work on de-stigmatizing the responsible use of cannabis products.

Goal Overview:

It is an important goal of Bodelle’s Edible’s LLC to encourage and promote the de-stigmatization regarding the responsible adult use of cannabis products while simultaneously encouraging career opportunities within the industry. We are committed to not only the education regarding the benefits of cannabis products but also promoting professional and ethical career opportunities in the cannabis industry.

Program Overview:

Similar to our goals in ## 1&3, Bodelle’s **cannabis career opportunity program** will include a skills based training program that educates participants about the career opportunities in the cannabis industry. To effectuate this goal, Bodelle’s will present a “cannabis workshop” annually in each area of disproportionately impact. Preferential acceptance and space will be given to those previously trained by the Commissions Social Equity Program—if space in the workshops is limited.

Our cannabis career opportunity program will focus on: how to start a small

business; creating a business plan; understanding the administrative process of applying for licensure in the cannabis industry; pros, cons, and challenges of succeeding in the cannabis industry, etc. The programs will be held in each city of disproportionate impact listed previously annually. At a minimum, the programs will:

- Feature community leaders and industry experts as guest speakers;
- Include workshops that encourage group participation on the program's topic (E.g., understanding the administrative process of applying for licensure in the cannabis industry, etc.);
- Offer opportunities for follow-up appointments for further guidance with a managing member of Bodelle's; and
- Include participation of local cannabis vendors.

Measurement Overview:

As stated above, Bodelle's will hold one annual "**cannabis workshop**" in each area of disproportionate impact listed above. All data regarding each cannabis workshop will be maintained and memorialized as business records in both hard copy and a secure cloud-based storage system. Each workshop will be recorded and measured through self-identified demographic data that will include: **(i)** date(s) of each workshop; **(ii)** the location of each workshop; **(iii)** who facilitated the workshop on behalf of Bodelle's. Moreover, as a further metric toward the furtherance of this goal, Bodelle's **(iv)** will request that residents who participate in the trainings to participate in a survey to measure the impact / results that each training produced; and also measure **(v)** how many surveys were given out at each training/ job fair. Accordingly, our trainings /mentorships will be adjusted based on the aforementioned data.

Respectfully submitted,

Marc Bode, CEO & Noelle Pinsonnault, CEO
Bodelle's Edibles, LLC
660 Riverside Dr.
Northampton, MA 01062

Financial Record Keeping Procedures

In compliance with 935 CMR 500.105 (9) (e), Bodelles Edibles will maintain sufficient record-keeping of financial documents both computerized and manual forms. Transactions documented manually such as possible cash payments from licensed dispensaries, will be subsequently entered into a digital spreadsheet, and both forms of the record will be maintained securely by computer encryption and a lockable filing cabinet. Financial information such as assets and liabilities will be entered into a digital or manual balance sheet every month and reported on accordingly to analyze opportunities for improvement and to influence future financial decisions. Digitally-received monetary transactions and invoices will be maintained digitally in their own folder. Physical records such as receipts for business expenses will be kept manually in a locked filing cabinet and will be scanned into a computer in order to preserve the document. All other records will be maintained digitally, such as documentation of salaries and wages, unless otherwise specified herein. Books of accounts and sales records and all other documents shall be maintained and stored in a manner that only chief executives can access the documents for reporting or in the case of an inspection. Documents will be prepared and handled with best accounting practices, consulting an accountant when necessary, and will be stored and maintained perpetually unless otherwise allowed by the Commission.

Personnel Policies & Procedures Including Background Checks

Bodelle's Edibles, LLC

Noelle Pinsonnault, Marc Bode

660 Riverside Dr.

Northampton, MA 01062

Personal Safety Policies:

All employees must complete the safety training course mandated by the company before operating machines used in production. To best avoid injury:

Employees, under no circumstances, may use equipment or machinery they have not been trained to use.

Do not place hands, arms or any other body parts inside or near the moving parts of a machine while it is operating or plugged in.

Do not attempt to halt a moving mechanical part with hands, arms or other body parts.

If equipment malfunctions, notify owner(s) or manager(s) of the malfunction and wait for further instruction. Do not attempt to fix the machine unless given authority to do so.

Production of marijuana products will include highly-boiled sugar, which can cause serious burns if spilled on bare skin. Employees may not touch or handle product before it has cooled properly to avoid burns and injury.

Crime Prevention Techniques:

Any unidentified individual(s) loitering or behaving suspiciously outside the premises of the establishment must be reported immediately to a manager. Managers must either ask the individual to leave the premises, or contact law enforcement authorities. Furthermore, any employee or manager who witnesses an individual visibly demonstrating violent behavior or attempting to unlawfully enter the establishment must immediately contact law enforcement through triggering an emergency alarm or use of a cellular device approved by the company. Employee safety on all levels is the utmost priority of the company.

Transportation Crime & Diversion Prevention Techniques

During transportation, employees may not show their registered marijuana establishment agent identification cards, or share information revealing they are transporting marijuana products to any other individual besides law enforcement, destination establishment agents or members of the Commission. The goal is to remain anonymous while transporting marijuana products. Sharing information about the company or alluding to one's position to anyone else besides authorized individuals listed herein, could result in theft or diversion of marijuana products. All employees must take confidentiality policies seriously as a technique for preventing diversion of product during transportation. Appropriate disciplinary actions will be taken for employees who are found to have violated such policies. If an employee's violation of policy indirectly or directly results in an attempt at diversion or the diversion of marijuana products, the individual shall immediately be dismissed from the company.

During transportation of marijuana products, an employee may not share their location with any individual except for the owners/managers of the originating establishment. Upon arrival at the destination establishment, employees must examine their surroundings before exiting the vehicle to

unpack the order to the receiving marijuana establishment agent. The vehicle doors must be locked immediately after one employee exits the vehicle. The agent who remains in the vehicle must continuously examine their surroundings while waiting for the secondary agent to return, and make contact with the originating establishment communicating that the vehicle has arrived at the destination. The agent remaining inside the vehicle may not divert their attention, open any window or door to the vehicle unless they are ordered to do so by law enforcement. Any other unidentified or unauthorized individual who seeks to enter the vehicle by force must be reported to law enforcement immediately. Incidents of such manner will be recorded and kept in compliance with 935 CMR 500.105 (9) and the company's record-keeping procedures.

The agent who unpacks the order to the receiving establishment agent must check their surroundings for any sign of suspicious activity before unlocking the back of the vehicle and unloading marijuana products. Unloading marijuana products from the delivery vehicle must be done out of public view, and the back doors of the vehicle must be closed and locked as soon as is practically possible after the product has been taken out. The agent must then positively identify the receiving establishment agent's credentials before providing packaged marijuana products and completing the manifest form.

Staffing Plan

- Bodelle's Edibles, LLC at its startup will be limited to owners as its only employees. However, job applications will be available on the company's website prior to the start of operation, in order to begin interviewing and hiring as soon as necessary. Hiring and interviewing practices will follow the guidelines of the company's Positive Impact and Diversity plans.
- There will always be at least two registered marijuana establishment agents present in the building during production. At startup, owners will operate any time between the hours of 6 a.m. and 10 p.m. If deliveries are scheduled on the same day that production takes place, the owners will close the establishment, set perimeter alarms and leave the establishment to transport marijuana products.
- Once employees are hired, regular shift times will be allocated between the operation hours. There will be a minimum of two registered marijuana establishment agents in the vehicle during transportation. As sales increase, more employees will be hired to assist with tasks that have increased workload.
- Prospective staffing plan would be to have at least one manager overseeing one to two employees in each department: edibles production, transportation, accounts & billing, marketing & sales outreach. Owners of Bodelle's Edibles will handle all departments until sales and workload increase to necessitate hiring employees.
- Once the company begins hiring employees, each individual will have their own personnel records, including all documents and records outlined in 935 CMR 500.105 (9) (2).

Anti-Discrimination Policy

(a) It is the policy and commitment of Bodelle's Edibles to not discriminate against any individual based on race, age, color, sex or gender identity, national origin, physical or mental disability, or religion. Individuals on all level of employment will be held accountable for upholding the company's anti-discrimination policies. All individuals employed by the company must sign a document stating that they have read and agree to uphold the policy, and understand that a violation of such policy may

result in employment termination.

(b) Equal Employment Opportunity:

Bodelle's Edibles is committed to a policy of equal employment opportunity and does not discriminate in the terms, conditions, or privileges of employment on account of race, age, color, sex or gender identity, national origin, physical or mental disability, or religion or otherwise as may be prohibited by federal and state law. Any employee, board member, volunteer or client who believes that s/he or any other affiliate of Bodelle's Edibles has been discriminated against is strongly encouraged to report this concern promptly to the company's management, or directly to the Commission. The complaint will be investigated immediately and corrective action shall be taken if necessary.

Discriminatory Harassment:

Harassment or intimidation of a client or employee because of that person's race, age, color, sex or gender identity, national origin, physical or mental disability, or religion is strictly prohibited and may be grounds for termination. Harassment and intimidation includes abusive, foul or threatening language or behavior. Bodelle's Edibles is committed to maintaining a workplace that is free of any such harassment and will not tolerate discrimination against staff members, volunteers or clients. Issues of discriminatory treatment, harassment, or intimidation on any of these bases should immediately be reported to the owners and, if substantiated, prompt corrective action will be taken. Any employee who is victim to such harassment will have the option of remaining anonymous with their complaint is investigated.

Anti-Sexual Harassment Policy

Bodelle's Edibles, LLC, is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. Bodelle's Edibles will operate a zero tolerance policy for any form of sexual harassment in the workplace, and will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No individual will be victimized for making such a complaint.

Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. It includes situations where an individual is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient. Sexual harassment can involve one or more incidents, and actions constituting harassment may be physical, verbal and non-verbal. Examples of conduct or behavior which constitute sexual harassment include, but are not limited to:

Physical conduct

- Unwelcome physical contact including pinching, stroking, kissing, hugging, or inappropriate touching
- Physical violence, including sexual assault
- Physical contact, e.g. touching, pinching
- The use of job-related threats or rewards to solicit sexual favors

Verbal conduct

- Comments on a worker's appearance, age, private life, etc.
- Sexual comments, stories and jokes

- Sexual advances
- Repeated and unwanted social invitations for dates or physical intimacy
- Insults based on the gender of the worker
- Condescending or paternalistic remarks
- Sending sexually explicit messages (by phone or social media)

Non-verbal Conduct

- Display of sexually explicit or suggestive material
- Sexually-suggestive gestures
- Whistling

Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. Bodelle's Edibles understands that sexual harassment may also occur between people of the same sex. What matters is that the sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.

Bodelle's Edibles recognizes that sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between manager or supervisor and employee. Anyone, including employees of Bodelle's, clients, or contractors who sexually harasses another will be reprimanded in accordance with this policy. All sexual harassment is prohibited whether it takes place within the establishment's premises or outside, including at social events, business trips, training sessions or company conferences.

Complaint Procedures:

Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. Bodelle's Edibles recognizes that sexual harassment may occur in unequal relationships, and that it may not be possible for the victim to inform the alleged harasser. If a victim cannot directly approach an alleged harasser, he/she can approach one of the designated staff members responsible for receiving complaints of sexual harassment. When the designated person receives a complaint of sexual harassment, he/she will:

- Immediately record the dates, times and facts of the incident(s)
- Determine the views of the victim as to what outcome he/she wants
- Ensure that the victim understands the company's procedures for dealing with the complaint
- Discuss and agree the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
- Keep a confidential record of all discussions
- Respect the choice of the victim
- Ensure that the victim knows that they can lodge the complaint outside of the company through relevant legal framework.

Bodelle's Edibles recognizes that because sexual harassment often occurs in unequal relationships within the workplace, victims often feel that they cannot come forward. Bodelle's Edibles understands the need to support victims in making complaints.

Disciplinary Actions:

Anyone who has been found to have sexually harassed another person under the terms of this policy is liable to any of the following sanctions:

- verbal or written warning

- adverse performance evaluation
- suspension
- dismissal from company

The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable preventative sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial. Certain serious cases, including physical violence, will result in the immediate dismissal of the harasser.

Bodelle's Edibles will ensure that this policy is widely broadcast to all relevant persons. All new employees must be trained on the content of this policy, sign a document stating that they have read, and agree to uphold the policy as part of their induction into the company. It is the ongoing responsibility of every owner and manager to ensure that all his/her employees are aware of the policy.

Alcohol, Smoke & Drug-free workplace Policy:

Bodelle's Edibles will be a substance-free workplace environment. Absolutely no drugs or alcohol should ever be present inside the establishment, nor outside within 100ft of the establishment. Employees who are found using or have on their possession any such illegal substance shall immediately be dismissed from the company. Employees who are found using or have an open package of unregulated marijuana product or an open container of alcohol, shall be given a written warning. Second offense will result in employee suspension or termination of employment. Employees who smoke cigarettes will be advised to smoke at a different location while on their allocated break time. Employees will not be allowed to smoke cigarettes on the premises. If an employee is caught smoking directly outside the establishment, they will receive a written warning. Repeat violations of this policy could result in employee suspension. All employees must read and sign a document stating that they have read and agree to the policy. Such documents will be stored in compliance with the company's record-keeping policies.

Confidentiality Policy:

All information that is stored digitally shall have controlled accessibility through encryption, security questions and passwords. Only executives or authorized managers will have access to certain confidential documents. Employee records and background check records will be kept strictly confidential to executives, and under no circumstances will that information be shared with anyone except for the Commission and law enforcement upon request. Any information that is kept on a local drive that can be detached from a computer, such as a USB drive, will be encrypted in such that a password must be entered before one is able to view files. Passwords shall be changed no less than once per year, with more frequently used passwords being changed at least twice a year. USB drives that contain confidential information will be stored in a lockable storage cabinet. Computerized documents that are shared digitally will be electronically mailed through a secure e-mail.

Manual documents that contain confidential information shall be kept in locking filing cabinets, that are secured by combination locks. Confidential documents that have been kept for the legal amount of time and are ready to be destroyed, will be shredded by either a company-owned shredding machine or the company may contract with an authorized third-party company that shreds confidential documents. Any book of passwords or physical document that contains confidential information will be stored appropriately in locked filing cabinets.

Terms for Immediate Employee Termination:

In compliance with 935 CMR 500.105 (1) (l), an individual's employment will be immediately terminated if they have:

- Diverted marijuana products from the company, or if the employee's actions directly resulted in marijuana products being diverted, such as violating policies put in place to prevent diversion.
- Engaged in unsafe practices in regard to the establishment's operations, or purposely put another employee in danger.
- Been convicted of a felony drug offense involving distribution to a minor in the Commonwealth of Massachusetts or other United States territory.

If an individual is found to have violated any of the terms listed herein, they will be notified that their employment has ended with the company. Employment termination will be reported to the Commission within 24 hours and the individual's Registered Marijuana Establishment Agent card will be considered expired. In addition to employment termination, all information regarding such event will be reported to the Commission, law enforcement, and documents will be maintained for at least 12 months after employee termination.

Handling of Cash on or off premises:

- **Collection Frequency**
Bodelle's Edibles plans to maintain financial accounts with GFA Federal Credit Union in order to receive and make payments electronically. Electronic invoice payments will be due no later than one week after receipt. If a retail establishment chooses to pay their invoice with cash, it will be collected upon arrival and immediately placed in a drop safe located inside the transportation vehicle.
- **Storage**
Cash will be stored in a drop safe during transportation, and will be transferred immediately to the establishment's commercial-grade safe if stored temporarily at the establishment.
- **Transportation to Bank**
Cash will be deposited the same day it is collected, or it will be temporarily stored in the marijuana establishment's commercial-grade safe. Transportation of cash to the financial institution will be subject to the same policies for transporting marijuana products. In the event that transporting cash becomes impractical to the establishment, a third-party courier agency will be contracted to deliver cash safely to the financial institution.

Grievance procedures:

Any employee who wishes to issue a complaint against the company shall have the opportunity to write a letter explaining their complaint, meet directly with the owners or executive management and have the option to appeal the decisions made in response to the complaint. The appeal process will include a secondary meeting with management to possibly renegotiate a final action based on the complaint. Complaints dealing with discriminatory or sexual harassment will be handled in accordance with the policies listed herein.

Background Checks:

In compliance with 935 CMR 500.030, all potential employees must be 21 years of age or older, and will be subject to a mandatory CORI background check before the company seeks to register potential employee as a marijuana establishment agent. All background check information revealed to the owners will be held strictly confidential in conjunction with the company's *Confidentiality Policy* and used only to determine suitability for employment. Any record of an offense including distribution

of a controlled substance, or diversion of marijuana to a minor, will immediately deem the employee unsuitable for hire. Information retrieved from background checks will be electronically sent to the Commission upon request. Once hired and registered, each employee will have a corresponding personnel record containing all background check information and documents submitted to the Commission, verification documents of employee references, job description, and documentation of all required employee training, pursuant to 935 CMR 500.105 (9)(d)(2). Personnel records for each individual shall be kept perpetually, and for at least one year after termination of employment.

Emergency Action Plan and Procedures:

EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS

DESIGNATED RESPONSIBLE OFFICIAL

Name: Noelle Pinsonnault Phone: (413) 657-0123

EMERGENCY COORDINATOR:

Name: Marc Bode Phone: (413) 297-0465

Date 10/30/18

EVACUATION ROUTES

- Evacuation route maps will be posted in each work area. The following information will be marked on evacuation maps:

1. Emergency exits
2. Primary and secondary evacuation routes
3. Locations of fire extinguishers
4. Fire alarm pull stations' location

- Site personnel should know at least two evacuation routes.

EMERGENCY PHONE NUMBERS

FIRE DEPARTMENT: (413) 587-1032

AMBULANCE: (800) 650-6299

POLICE: (413) 587-1100

OWNERS: (413) 297-0465, (413) 657-0123

UTILITY COMPANY EMERGENCY CONTACTS

ELECTRIC: Marney Electric, INC., (413) 584-0737

WATER: Northampton Water Division, (413) 587-1097

EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported by site personnel are:

- MEDICAL
- FIRE
- SEVERE WEATHER / TREE DAMAGE
- BOMB THREAT

MEDICAL EMERGENCY

- Call Local Ambulance Services: (800) 650-6299

Provide the following information:

- a. Nature of medical emergency,
 - b. Building location
 - c. Your name and phone number from which you are calling.
- Do not move victim unless absolutely necessary.
 - If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:

Stop the bleeding with firm pressure on the wounds (avoid contact with blood or other bodily fluids).
Clear the air passages using the Heimlich Maneuver in case of

FIRE EMERGENCY

When fire is discovered:

- Activate the nearest fire alarm
- Notify the local Fire Department by calling
- If the fire alarm is not available, notify the site personnel about the fire emergency

Fight the fire ONLY if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency, personnel must:

- Leave the building using the designated escape routes.
- Remain outside until fire chief or building owner announces that it is safe to reenter.

Owners, Emergency Coordinator or supervisors must (underline one):

- Provide the Fire Department personnel with the necessary information about the facility.

Date: 10/30/18

BOMB THREAT PROCEDURES VIA TELEPHONE CALL

If the threat is made by telephone call, be calm, courteous and listen carefully. Do not interrupt the caller.

Grab the nearest notepad, writing utensil and write down what the caller is saying. Write down details about the callers voice (masculine, adult or juvenile, etc.) Pretend you are having difficulty hearing the caller to keep them on the line. Write down as many characteristics about the caller as you can, including the tone of their voice, language, if they have an accent, background noises (if any).

Keep caller on the phone. If caller seems agreeable to further conversation, ask questions like:

- When will it go off?
- Where is it located?
- What kind of bomb?
- What kind of package?
- How do you know so much about the bomb?

If building is occupied, inform caller that detonation could cause injury or death. If you are able, contact authorities by triggering a silent alarm before the phone call is over.

Once the call has ended, activate malicious call location trace by hanging up phone and dialing *57. Listen for the confirmation announcement and hang up. Contact law enforcement immediately after dialing *57 and notify your supervisor(s).

Did the caller appear familiar with plant or building (by his/her description of the bomb location)? Write out the message in its entirety and any other comments on a separate sheet of paper, and be ready to surrender the information to law enforcement when they arrive.

BOMB THREAT VIA INTERNET / SOCIAL MEDIA

If a bomb threat is made via electronic mail, direct message, or posted on a social media site, attempt to capture an image of the threat through screenshot or phone camera and notify authorities immediately. The Emergency Coordinator will then evacuate the building and wait for the authorities to arrive. If the threat is made before certain employees are scheduled to arrive, those employees will be asked to stay home and wait for notification that the threat has been dismissed before coming to work.

SEVERE WEATHER AND NATURAL DISASTERS

Tornado:

- When a warning is issued, seek inside shelter.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

Earthquake:

- Stay calm and await instructions from the Emergency Coordinator.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator

Flood:

If indoors:

- Be ready to evacuate as directed by the Emergency Coordinator or the designated official.
- Follow the recommended primary evacuation routes.

If outdoors:

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to higher ground.

Blizzard:

- Once blizzard warning has been issued, owners will notify all employees scheduled to work during the arrival time of the blizzard, that the establishment will be closed for the safety of its employees.
- If a blizzard watch/warning has been issued for an employees town of residence, but not for the city of the establishment, the employee may choose to stay home from their shift without being penalized. Employee safety is of utmost concern to the owners.
- Owners will closely monitor the security cameras from a remote device and notify emergency authorities if an individual appears to be attempting to enter the building.

OTHER EMERGENCIES

All other emergency situations shall be handled by notifying authorities, or by triggering a panic alarm as soon as possible. Employees should then seek instructions from the Emergency Coordinator before taking any other action.

Acknowledgment of Policies

All employees must carefully read and acknowledge each personnel and emergency policy listed herein before beginning work. Individuals must sign and date below testifying that they have received a copy of the company policy handbook and have read and agreed to uphold each policy while employed by the company. Individuals must sign that they understand that violation of any policy will result in employment suspension or in some cases, immediate termination with the involvement of law enforcement.

Bodelle's Edibles, LLC

Noelle Pinsonnault, Marc Bode

660 Riverside Dr.

Northampton, MA 01062

Qualifications and Intended Training

The following are job requirements and qualifications for individuals who wish to apply for a position with the company:

Job Function:

Delivery Driver

Responsibilities

- Loading the delivery vehicle at the beginning of the day for deliveries that will happen throughout the day.
- Ability to obey all rules of the road.
- Uphold strict company policies for preventing diversion of marijuana products.
- Understand and be able to follow a GPS device.
- Ability to communicate effectively when issues arise while making deliveries.
- Detail-oriented, ability to remember details in the case of an emergency.
- Other duties as assigned.

Requirements

- Massachusetts driver's license
- Clean driving record for the past 5 years.
- Must be 21 years of age or older.
- Must pass all required background checks.
- Must be and remain compliant with any and all legal regulations for working in the adult-use marijuana industry.
- Must be approved to receive an Marijuana Establishment Agent badge.
- High School Education or GED graduate.

Preferred Experience

- 3-5 years experience in transportation related job.
- Clean driving record for 5+ years.

Working Conditions

- Must be able to sit and drive for extended periods of time while maintaining focus on road and surrounding drivers

Job Function:

Secondary Transportation Agent

Responsibilities

- Randomize delivery routes while upholding practical route logistics
- Organizing delivery manifests based on delivery route
- Communicate with originating establishment every 30 minutes, updating manager(s) or owner(s) on traffic conditions, delays, completed orders, and other information as necessary.
- Uphold strict company policies for preventing diversion of marijuana products.
- Ability to set, operate or troubleshoot a GPS device throughout the workday.
- Obtain signature from destination establishment's receiver, pack out product containers, and complete manifest forms.
- Depositing cash payments into drop-safe inside vehicle
- Ability to communicate effectively if issues arise while making deliveries.

Additional Responsibilities

- Maintain positive relationships with destination establishment staff.
- Assist driver as necessary, inspect and report any vehicle malfunctions that occur.
- Report to proper officials in case of emergency.
- Other duties as assigned.

Requirements

- Massachusetts driver's license
- Clean driving record for the past 5 years.
- Must be 21 years of age or older.
- Must pass all required background checks.
- Must be and remain compliant with any and all legal regulations for working in the adult-use marijuana industry.
- Must be approved to receive a Marijuana Establishment Agent badge.
- High School Education or GED graduate.

Preferred Experience

- Detail-oriented, ability to remember details in the case of an emergency.
- 3-5 years experience in transportation related job.

Working Conditions

- Physical demands: Must be able to lift, carry and balance 25-50lbs.
- Must be able to sit for extended periods of time while on deliveries

Job Function:

Product Associate

Responsibilities & Requirements

- Assist Chief Product Maker to meet the production demand quantity based on sales orders.
- Complete all work assigned during scheduled shift, including but not limited to:
- Conduct regular inventory tracking of production ingredients by completing hand-written or electronic inventory logs.
- Maintaining and cleaning production equipment as required by procedures and manufacturer specifications.
- Cleaning equipment and tools used in the production of marijuana products.
- Maintaining positive, open communication with owners and co-workers
- Provide necessary support to the management team to ensure MIP operations, as assigned, trained and/or requested
- Follow all company standards to maintain quality control and cleanliness.
- Package, label and seal finished marijuana products.
- Operate job functions in compliance with local and state regulations, in addition to company's personnel policies.
- Follow all company safety guidelines and protocols.
- Ability to maintain focus for extended periods of time during repetitive job tasks.
- Other duties as assigned.

Additional Requirements

- Maintain excellent personal cleanliness
- Report to proper officials in case of emergency.
- Other duties as assigned.

Qualifications

- Must be 21 years of age or older.
- Must pass all required background checks.
- Must be and remain compliant with any and all legal regulations for working in the adult-use marijuana industry.
- Must be approved to receive a Marijuana Establishment Agent badge.
- High School Education or GED graduate.
- Knowledge and adherence to the policies, procedures and goals of the company.
- Ability to work effectively with other employees, management and owners.
- Ability to listen well and communicate effectively, orally and in writing with managers and owners.
- Must be detail-oriented, precise and punctual while performing job functions that require precision and accuracy.
- Excellent work-ethic and positive attitude towards job tasks.
- Understanding of applicable state regulations as they pertain to the industry, safety regulations, and company rules, regulations, directives.

Preferred Experience

- Associates Degree in Confection/Culinary Arts or minimum 3 years experience in related field.

Working Conditions

- Physical demands: Must be able to stand or sit for extended periods of time, depending on job tasks.

Job Function:

General Manager

Responsibilities & Requirements

- Recruit, train, develop, and communicate through consistent daily interactions and weekly meetings with employees.
- Identify strategies to improve work-flow and productivity in the kitchen.
- Control receiving and inventory levels and report all concerns to the OP.
- Create and delegate daily goals and tasks and ensure completion through consistent follow-up.
- Adhere to company policies, procedures, all state and federal regulations.
- Ensure all equipment is in good repair.
- Communicate with transportation agents while they are on delivery routes.
- Organize and file all documents related to the establishment's operations in compliance with the company's record-keeping policies.
- Respond to emails as directed by owners.
- Responsible for managing any job task or associate as directed by owner(s).
- Other duties as assigned.

Qualifications

- Must be 21 years of age or older.
- Must pass all required background checks.
- Must be and remain compliant with any and all legal regulations for working in the adult-use marijuana industry.
- Must be approved to receive a Marijuana Establishment Agent badge.
- Must have a degree in Business Development or 5+ years experience as a general manager in related field.
- Knowledge and adherence to the policies, procedures and goals of the company.
- Excellent leadership and team-building skills, with ability to maintain positive and professional relationships with subordinates.
- Understanding of applicable state regulations as they pertain to the industry, safety regulations, and company rules, regulations, directives.
- Must be proficient in Microsoft Word, Excel and PowerPoint.
- Ability to communicate clearly and concisely, both orally and in writing with owners.
- Ability to handle confidential and sensitive information.

Preferred Experience

- Bachelor's Degree preferred.

Working Conditions

- Must be able to lift up to 50lbs

Intended Training

In compliance with 935 CMR 500.105 (2), all employees will complete training before performing job functions. This is to ensure that employees know how to operate in compliance with state regulations and prevent the diversion of marijuana products. Staff will receive at least 16-20 hours of supervised training once all background checks and employee registration has been completed. After supervised training, new employees will be expected to score 70 percent or higher a written or oral test on job-specific compliance standards in 935 CMR 500.000, company policies and procedures, and job-specific operations, before training is considered complete. Employees must also sign documentation stating the date, time and place he/she received training, and that they agree to uphold the company's confidentiality and privacy requirements. Employees will receive at least 8 hours of on-going training every year, including additional training immediately following any changes or updates to laws that affect the establishment's policies and/or operations, or any major updates to the company's operating plans. Periodic performance evaluations will be conducted by management in order to determine what the continued training should focus on based on the individual's performance report. All performance reports, as well as documentation of disciplinary actions taken towards employees will be maintained in compliance with the company's record-keeping procedures.

Owners, managers, and all other employees of the company will complete a “responsible vendor” program that has been approved by the Commission, on or after July 1, 2019 in compliance with 935 CMR 500.105(2)(b). Once designated as a responsible vendor, owners and all employees who handle marijuana products within the company will complete a responsible vendor program each year. All new employees who handle marijuana products must complete a responsible vendor program within 90 days of hire. Employees who do not handle marijuana products may choose not to take a responsible vendor program. All records of responsible vendor training attendance, completion, test results and other related documents will be kept on file in compliance with the company's record-keeping procedures for at least 4 years. Documents will be made available to the Commission and other authorities upon request. The company will not complete a responsible vendor program that has not first been approved by the Commission, or does not meet the standards of 935 CMR 500.105 (2)(6),(7). The company will require verification of approval from the Commission and compliance with regulations before contracting with a company that is offering responsible vendor programs, unless such company has been referred directly by members the Commission.

Quality Control & Testing Procedures

Quality Control:

Bodelle's Edibles, LLC, and any marijuana establishment agent registered with the company who prepares or packages marijuana products will comply with the requirements set forth in 105 CMR 300.000, 935 CMR 500.105(3), and 935 CMR 590.000. All employees will be required to wash their hands at the hand-washing sink and wear restaurant-grade latex gloves provided by the establishment before beginning their shift. Gloves must be changed frequently throughout the day or after every time the gloves become soiled. Employees must wash hands before applying a new pair of gloves. Employees must dry hands on disposable paper towels from the provided paper towel dispenser. Bathrooms will be readily accessible to employees, kept in working order and maintained in a sanitary condition to prevent contamination. All employees must wash hands after using the bathroom and again before applying new pair of gloves to produce or package marijuana products. The hand-washing sink provided by the establishment will be in the direct vicinity of marijuana production areas, and shall provide and maintain a minimum hot water temperature of 120 degrees Fahrenheit. Plumbing in the establishment will be adequately designed, sized and maintained in order provide sufficient water supply for sanitizing hands, equipment, and all other operations in the establishment.

In addition to hand-washing policies, all employees are expected to maintain personal cleanliness before arriving to work and during their shift. Jewelry, such as piercings, and all other removable personal aesthetic materials must be removed before an employee begins their shift. Hair must be tied back or put in a hair-net to further prevent contamination of marijuana products. Any employee who refuses to remove an aesthetic object that could reasonably cause contamination of marijuana products through production or packaging, will not be allowed to work their shift and will be sent home.

All contact surfaces used for preparing, producing and packaging marijuana products will be cleaned frequently to protect products from contamination. Walls, light fixtures and floors will be cleaned as frequently as necessary, or after they become soiled or contaminated. Machines that are in constant use throughout the work day will be cleaned before closing the establishment at the end of the day. Toxic items, such as cleaning agents, will be kept in a storage container that is separate from any marijuana products or ingredients used to produce marijuana products. Storage spaces will be adequately sized to store equipment and cleaning materials to maintain cleanliness in the establishment. All litter and waste produced by the establishment will be promptly removed from surface areas and disposed of in compliance with 935 CMR 500.105 (12).

Ingredients such as dairy products will be kept in a refrigerator that can maintain a minimum temperature of 41 degrees Fahrenheit in order to prevent rapid growth of bacteria. Any other ingredient used in production that can quickly grow undesirable bacteria will be stored in a manner to prevent such occurrence. Vehicles and the storage containers used to transport marijuana products will be maintained and equipped with proper temperature control to protect finished marijuana products from becoming contaminated or unsafe during transportation. If the vehicle experiences a malfunction that could compromise the safety against contamination of the marijuana products, the vehicle will not be used for transportation until the issues are resolved.

Testing Procedures:

Bodelle's Edibles, LLC will not sell, market or advertise any product that is incapable of being tested by an Independent Testing Laboratory licensed by the Commission. Products will not be sold until they are tested for contaminants and for the THC profile and deemed in compliance with 935 CMR 500.160. Each batch will have a corresponding file with documentation of the weight, amount of active THC, number of servings the batch produced, and the complete list of ingredients. Each batch produced will have a corresponding number, and will be entered into the approved "Seed to Sale"

tracking database approved by the Commission. All files containing information on each production batch will be kept for at least one year in compliance with 935 CMR 500.160 (3).

If laboratory results indicate contaminant levels in a sample that are above the acceptable limits, Bodelle's Edibles, LLC will report such results to the Commission within 72 hours, and will promptly dispose of the production batch associated with the sample in compliance with 935 CMR 500.105 (12). At least two marijuana establishment agents will witness and document the destruction of the contaminated batch. Products that cannot immediately be disposed of, will be stored in a separate, secure storage container within the establishment. Upon receiving the results from the Independent Testing Laboratory, Bodelle's Edibles, LLC will initiate an internal investigation to identify the cause of contamination. The owners of Bodelle's Edibles, LLC, shall review video surveillance, and the production information log in order to best determine where and when the deviation in production occurred. Once the source of contamination has been identified, the information will be recorded, filed, and corrective action will be taken to prevent future contamination of products. The Commission will be notified of any updates made to operating procedures regarding quality control and preventing contamination of marijuana products.

Record Keeping Procedures:

As required by 935 CMR 500.105 (9), Bodelles Edibles, LLC will maintain sufficient record-keeping policies, both computerized and manual for all business practices and procedures required by the Commission that the Marijuana Establishment engages in. Each category of documents will be organized and stored so that it is easily accessible in the event of an inspection conducted by the Commission or its agents pursuant to 935 CMR 500.300.

Manual records will be kept for documents such as manifests from the transportation of marijuana products, and the data will be entered into a digital spreadsheet and stored on a computer hard drive. Any information that is received virtually, such as Independent Laboratory Testing Facility product analysis results, will be stored on a secured, encrypted computer hard drive only accessible to authorized executives. Each category of records will be labeled and organized accordingly, both digitally and physically as necessary to allow records to be quickly accessed or obtained when needed for review or inspection. In addition to computerized and manual record-keeping, Bodelles Edibles, LLC shall maintain and operate a seed-to-sale tracking system for all marijuana products that are distributed to other licensed marijuana establishments. All security footage will be stored virtually on a computer hard drive with sufficient memory, for at least 90 days or longer as required by the Commission. Each month, records will be reviewed and reported on by an authorized executive to ensure that no discrepancies are present in the information collected throughout the month. If a discrepancy is suspected earlier than the normal reviewing period, records will be reviewed for accuracy as soon as there is reasonable doubt. In addition to all that is stated herein, Bodelles Edibles, LLC will remain in compliance with all record-keeping requirements pursuant to 935 CMR 500.000.

Restricting Access to age 21 and older Operating Plan:

Bodelles Edibles, LLC will restrict access to the marijuana establishment in compliance with 935 CMR 500.000, to hired employees who are 21 years of age or older, registered Marijuana Establishment Agents from other establishments for the purpose of delivering marijuana extracts used for production, law enforcement authorities, local inspectors and health departments, and delivery drivers who are delivering bulk wholesale dry goods for production, e.g., sugar, flour, cornstarch, etc. Visitors will be limited for business purposes only, and will need to provide identification verifying their age prior to and upon arrival at the business location. Bodelles Edibles, LLC will not be open to the public, and will only distribute laboratory-tested, infused marijuana products to other licensed retail Marijuana Establishments in the commonwealth of Massachusetts, but not to consumers in compliance with 935 CMR 500.050 (4).

Bodelle's Edibles, LLC
660 Riverside Dr.
Northampton, MA 01062

Commonwealth Massachusetts
Cannabis Control Commission

Positive Impact Plan Programs

I. Introduction:

Bodelle's Edibles LLC (hereinafter "Bodelle's") will be a local, family-owned, micro-business. Our mission is to provide transparent, professional, high-quality edible cannabis products to our customers while simultaneously promoting wellness, education, and training opportunities for those disproportionately harmed previously by marijuana prohibition. We are also dedicated toward forming collaborative relationships with local public service organizations and educational institutions to create professional and scholarship opportunities for those seeking careers in the cannabis industry.

Bodelle's is also committed to creating a platform to train and encourage young female entrepreneurs, business owners, and women re-entering the workforce throughout Western Massachusetts. Our CEO, Noelle Pinsonnault, is passionate about providing those disproportionately impacted by cannabis prohibition with: business, training, education, and scholarship opportunities. Our positive impact programs will deliver: (a) a \$500 annual college scholarship for women who are re-entering the workforce; (b) mentoring; (c) business planning; (d) start-up training; (e) internships; and (f) potentially future employment. We are also exploring relationships with Springfield Technical Community College, Holyoke Community College, and Greenfield Community College as potential internship placements for their business students.

Last, Bodelle's is equally committed to hiring a diverse workforce that is representative of the communities that we will be serving. We are acutely aware of the impact that marijuana prohibition has had on minorities, veterans, and those marginalized in our surrounding communities. Thus, we look forward to not only working with organizations that service those affected but also providing trainings, workshops, and employment opportunities within Bodelle's to those individuals.

II. Positive Impact Plan Programs

A. Geographic Areas of Impact and Overview of Goals

Bodelle's Edibles, LLC's headquarters will be in Northampton Massachusetts. As such, we anticipate providing services to areas of disproportionate impact as defined by 935 CMR 500.101, such as Amherst, Greenfield, Holyoke, and Springfield. Our **Positive Impact Plan Programs'** goals include, providing: (1) Service-oriented contributions to

non-profit organizations that focus on educating communities on responsible cannabis use and preventing underage drug abuse; (2) employment education and training opportunities for veterans and minorities disproportionately impacted by cannabis prohibition; (3) community education and training opportunities with an emphasis on careers in the cannabis industry and work on de-stigmatizing the responsible use of cannabis products; and (4) scholarships; business trainings; and mentorship for young women.¹

As a small business, Bodelle's will dedicate at least 25 hours per year for the programs listed below for the first 2 years of operation. It will then increase that amount of service time to 40 hours per year by the end of 5 years of operation. Records and measurements of the programs, its attendance, efficiency, and outcome will be reviewed every 6 months. Moreover, Bodelle's will create an annual \$500 college scholarship for women re-entering the workforce.

B. Goals and Measurements (1-4)

Goal 1. Provide service-oriented contributions to non-profit organizations that focus on educating communities on responsible adult cannabis use and preventing drug abuse.

Goal Overview:

Imbedded within the mission statement of Bodelle's Edibles LLC, is a commitment to participate with other civic groups to provide community education and awareness for those located in areas of disproportionate impact. The content focus of our program goal will focus on drug abuse prevention and education as well as promoting the responsible adult use of cannabis products with an emphasis on community resources and supports.

Program Overview:

To achieve this goal Bodelle's will offer an **annual community education seminar** in each of the communities identified above (Springfield, Holyoke, Amherst, and Greenfield). Bodelle's CEO Ms. Pinsonnault will be responsible for the facilitation of each seminar. Each presentation will be provided free of charge at a local location available to Bodelle's. We anticipate that our educational presentations will be facilitated in collaboration with local community service agencies including but not limited to: CHD; ServiceNet; Massachusetts Dept. of Mental and/or other local service agencies. If, however, said agencies are not available for collaboration, Bodelle's will seek out other qualified professionals to assist in the facilitation of the community seminars.

Measurement Overview:

All contacts and correspondence with civic groups and community service agencies will be maintained and memorialized as business records. Each seminar will be recorded and measured through self-identified demographic data that will include:

¹ All workshops and trainings will comply with 935 CMR 500.105 (4) (a) 2.

date(s); where seminar took place; subject matter of presentation (with outline or PowerPoint); presenter(s) and their qualifications; amount of people in attendance. Accordingly, future presentations will be adjusted based on the aforementioned data.

Goal 2. Provide, scholarships, business trainings, and mentorship, opportunities for young women, and women re-entering the workforce—especially those residing in areas of disproportionate impact.

Goal Overview:

As mentioned previously, Bodelle’s is committed to providing scholarship opportunities, training, and mentorship to young women and women re-entering the workforce in areas of disproportionate impact to become business owners and leaders in their communities.

Program Overview:

To effectuate this goal, Bodelle’s will work to form partnerships with local civic groups that provide **skills based education to young women and advance not only economic empowerment of women in business but also entrepreneurship and community leadership**. For example, such organizations may include: the Women Business Owners Alliance of Pioneer Valley; Women’s Shelter/Compañeras; and the Professional Women’s Chamber. These organizations provide a backdrop of the types of groups that Bodelle’s will offer mentorship; coaching; and internships for women who aspire to become business owners or leaders in their communities. Moreover, Bodelle’s will also explore partnerships with Springfield Technical Community College, Holyoke Community College, Greenfield Community College to serve as potential internship placements for their business students. Thus, Bodelle’s will create an annual **\$500 college scholarship** available to female students.

Examples of our training and mentorship include:

- a) How to start a small business;
- b) How to positively contribute to and get involved in your community, using business enterprises;
- c) Building a professional resume;
- d) Preparing for a job fair and/or interview;
- e) How to network with other women business owners.

Scholarships for female students:

The specific scholarship criteria remains to be developed, however, a focus of the scholarship will emphasize providing women in college who are re-entering the workforce with financial assistance to accomplish that goal.

Measurement Overview:

All training / mentorship programs will be overseen by Ms. Pinsonnault and maintained and memorialized as business records. All scholarship recipients and amounts will also be recorded as business records. Each training / mentorships programs will be

recorded and measured through self-identified demographic data that will include: (a) all the training(s) and mentorship(s); (b) whether the training resulted in employment opportunities for the applicant; (c) whether the applicant received any formal educational credit for participating in the mentorship/training program and; (d) longitudinal data on applicants' future employment as a result of participating in the program. Accordingly, our trainings /mentorships will be adjusted based on the aforementioned data.

Goal 3. Provide employment education and opportunities for veterans and minorities disproportionately impacted by cannabis prohibition.

Goal Overview:

Bodelle's is committed to **increasing employment opportunities** to those disproportionately impacted by previous marijuana laws with a particular emphasis on veterans and minorities who have been marginalized and harmed by the previous marijuana policies.

Program Overview :

To effectuate this goal will focus its **recruiting/training program** to include the aforementioned areas that have been disproportionality impacted with a particular emphasis to those candidates—should Bodelle's expand its operation and require additional staff.

The methods to accomplish this goal include, but are not limited to contributing **monetary resources** to assist agencies that assist minorities and veterans' access to job training and employment. Bodelle's will also participate in **local job fairs** that are located in the areas of disproportionate impact closest to its base of operation: e.g., Amherst, Greenfield, Holyoke, and Springfield.

If no such job fairs are available, Bodelle's will host its own independent job fair in one of the municipalities of disproportionate impact listed herein. Priority follow-up interviewing after the job fairs will perpetually be given to applicants who have been negatively affected by previous marijuana laws, and/or reside in areas of disproportionate impact.

In addition to participating in job fairs when staffing needs arise, **Bodelle's will also host a job training in a central location of disproportionate impact.** That training will focus on:

- a) How to start a small business;
- b) How to positively contribute to and get involved in your community;
- c) Building a professional resume;
- d) Reducing and Refusing the stigma on cannabis use;
- e) Preparing for a job fair and/or interview;
- f) How to get involved in the cannabis industry;
- g) Feature community leaders and industry experts as guest speakers who possess

particular professional experience in the training.

Measurement Overview:

All trainings and job fair data will be maintained and memorialized as business records of Bodelle’s Edibles LLC. Each training / recruitment program will be recorded and measured through self-identified demographic data that will include: (a) date(s) of the event; (b) where the training or job fair took place; (c) who attended from Bodelle’s. Moreover, as a further metric in effectuating this goal, Bodelle’s will request that (d) residents who participate in the trainings to participate in a voluntary survey to measure the impact / results that each training produced—at the very least measurements will illustrate how many surveys were given out at each training/ job fair. Accordingly, our trainings /mentorships will be adjusted based on the aforementioned data.

Goal 4. Community education with an emphasis on the career opportunities in the cannabis industry and work on de-stigmatizing the responsible use of cannabis products.

Goal Overview:

It is the goal of Bodelle’s Edible’s LLC to encourage and promote the de-stigmatization regarding the responsible adult use of cannabis products while simultaneously encouraging career opportunities within the industry. We are committed to not only the education regarding the benefits of cannabis products but also promoting professional and ethical career opportunities in the cannabis industry.

Program Overview:

Similar to our goals in ## 1&3, Bodelle’s **cannabis career opportunity program** will include a skills based training program that educates participants about the career opportunities in the cannabis industry. To effectuate this goal, Bodelle’s will present a “cannabis workshop” annually in each area of disproportionately impact. Preferential acceptance and space will be given to those previously trained by the Commissions Social Equity Program—if space in the workshops is limited.

Our cannabis career opportunity program will focus on: how to start a small business; creating a business plan; understanding the administrative process of applying for licensure in the cannabis industry; pros, cons, and challenges of succeeding in the cannabis industry, etc. The programs will be held in each city of disproportionate impact listed previously annually. At a minimum, the programs will:

- Feature community leaders and industry experts as guest speakers;
- Include workshops that encourage group participation on the program's topic (E.g., understanding the administrative process of applying for licensure in the cannabis industry, etc.);
- Offer opportunities for follow-up appointments for further guidance with a managing member of Bodelle’s; and

- Include participation of local cannabis vendors.

Measurement Overview:

As stated above, Bodelle’s will hold one annual “cannabis workshop” in each area of disproportionate impact listed above. All trainings and job fair data will be maintained and memorialized as business records of Bodelle’s Edibles LLC. Each cannabis workshop will be recorded and include data of: date(s); where the training or job fair took place; who attended from Bodelle’s. Moreover, as a further metric in effectuating this goal, Bodelle’s will request that residents who participate in the trainings to participate in a survey to measure the impact / results that each training produced—at the very least measurements will illustrate how many surveys were given out at each training/ job fair. Accordingly, our trainings /mentorships will be adjusted based on the aforementioned data.

Respectfully submitted,

Bodelle’s Edibles, LLC
660 Riverside Dr.
Northampton, MA 01062