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Guard Up, Inc.  
Burlington, MA

## **Proposal for Lease of East Boston Camps Property**

December 2010

DEC 13 2010

To the Westford Conservation Commission,

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10 years ago, I made my first visit to East Boston Camps and immediately fell in love with her majestic, cathedral-like tree canopies and serene paths. Since the purchase of this camp by the town of Westford, I have returned to EBC with my family to share this treasure and to lose myself in the beauty of her lake and the company of her trees. A decade ago East Boston Camps touched a part of my soul and the spirit of EBC still resides within me. In fact, my experience with EBC was the inspiration for our summer and after school educational programs.

In the enclosed proposal you will find my company's commitment to WCC to work together in the preservation and restoration of this enchanting campground. I believe that my company's 11 year history and presence in local and international communities will provide the stability, resources and people necessary to accomplish this endeavor.

Within this proposal you will not only find our ability to meet your expectations, but also to exceed them through the following:

- **Community** – With a year-round client base of over 300 members, in addition to serving thousands of customers statewide, we provide a strong community through which we will promote and participate in EBC's volunteer and fund raising efforts.
- **Low Income Program** – We will dedicate a minimum of 10% of this camp's profits to providing scholarships to families in need of financial assistance for attending our camp. Furthermore, we will partner with non-profit organizations that service low income families to assist in additional fundraising and recruitment of campers in the greater Boston area.
- **Growth Plan** - In addition to our annual base rent of \$14,000 and an annual renovation fund of \$8,000, we will increase our rent AND renovation fund by \$1,000 each for every additional week that we inhabit the camp up to the allotted 9 weeks as defined within this RFP. This equates to an additional \$3,000 of rent and an additional \$3,000 of camp renovations in the year that we run our summer program at the camp for 9 weeks. Our growth plan projects us adding a minimum of one to two weeks of summer camp each summer.
- **Annual Renovation Plan** – We will jointly discuss our camp renovation programs with the Westford Conservation Commission to prioritize renovation efforts on an on-going basis.

Thank you for your time in reviewing this proposal. I am confident that Guard Up can work with the Westford Conservation Commission to further its goals of restoring East Boston Camp for the better enjoyment of the town of Westford. Please don't hesitate to contact me directly with any questions or other possibilities that I have not considered. The restoration of EBC is as important to me as it is to the people of Westford.

Thank you,



Meghan Gardner  
Owner/CEO  
Guard Up, Inc.  
Burlington, MA

"Unplug and LIVE the Adventure!"™  
www.guardup.com  
(781) 271-1491 (direct line)  
(781) 354-7661 (mobile line)

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## Company Profile

In 1999, Guard Up, Inc. was incorporated with the idea of offering numerous styles of empty hand and traditional weapon arts. In 2001, we opened our first full time training facility in Burlington, MA. It wasn't long before Guard Up caught the attention of the surrounding community. Here was a place where kids, teens and adults could learn sword fighting and fencing!

We noticed that many of our students were especially creative. They longed for an activity that provided mental stimulation... where strategy wasn't limited to a predefined model... where safety and fun were more important than winning... where questions were more than allowed – they were encouraged.

As the word spread, classes, students and staff grew so much that the facility was outgrown and relocated to our current home with 7200 square feet of climate controlled space, over 230 onsite members and another 150 offsite, and a new After School Program. Guard Up is now the largest swordsmanship training school in the USA.

In 2006, Meghan became involved in the Positive Coaching Alliance. The PCA endorses a modern coaching method that inspires kids and adults by emphasizing concepts such as "Honoring the Game" and redefining what it means to be a "Winner"... which aligned perfectly with the Guard Up philosophy.

Alongside the development of the professional coaching program at Guard Up, Meghan enlisted the help of a number of brilliant instructors and game developers to devise a custom Live Role Playing Game for Guard Up students. This game system became known as Points & Powers™ and is one of our most impressive offerings of our classes and events. It is also the foundation of our Wizards & Warriors™ Summer Camps and After School Program... providing an exciting and comprehensive rules system that allows students and campers to live the type of adventure they have only ever read about or seen in the movies. The focus of the game is to help students develop an understanding of strategy, tactics, teamwork, problem solving and other important life skills in a highly entertaining and creative environment. The success of this program has attracted the attention and dedication of people from all over the country who spend their summers at our camps – both as campers and as staff. During the school year, kids and teens also get to participate in these adventures through our weekly classes, monthly events and our After School Program.

Today, Guard Up is known in the surrounding communities and the sports industry for its high standard of instructor training as well as its emphasis on sports and creative games as vehicles for positive personal growth. We hope that you will join our family at Guard Up where exploration, fun and community are an integral part of our activities... where sword sports are taught for bright and creative minds. Come on by and you will find your adventure waiting for you.

### Philosophy

Our philosophy at Guard Up! Family Swordsmanship is simple. Every class, camp, party, program and event must precisely follow our primary Three Rules of Operation (3RO) in the following order:

1. All actions must be SAFE

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2. All actions must be FUN

3. And all actions, when #1 and #2 are met, must be EDUCATIONAL

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Guard Up is a company created by families for families. We understand the needs of various ages... from the youngest Little Knight all the way up to our adult competitive sport fencers. And since many of us are parents, we place Safety as our first priority. However, in our more than 10 years of operation, we have come to realize that everyone, even the most avid competitor, also wants to have fun. So we have applied this ingredient thoroughly in each of our programs and offerings. Our instructors are highly trained in our special coaching methods. And our team of plot writers make sure our interactive adventures capture your focus and inspire your imagination.

What motivates us is also simple: It is the excited, wide eye look our students have when they "get it" after practicing a technique and having their coach "catch them doing it right"... and it is the excited, wide eye look of wonder when a child sees their imagination come to life in front of them... offering them the chance to be the hero in a real life adventure they have only ever dreamed of before. This is why we are passionate about our work. We love to inspire.

**Minimum Requirement # 1 – Proposal Must Include a Statement of Understanding of RFP**  
*State in succinct terms the Camp Operator's understanding of what is required by this RFP, the objectives and goals to be achieved, the work involved, and the nature of operating a camp as described herein.*

## **Statement of Understanding**

Guard Up, Inc. understands that the organization awarded this Request for Proposal is not only signing a five year lease, but is also committing itself as a partner to the Town of Westford, The Westford Conservation Commission, The Friends of East Boston Camps, and all other parties who have a relationship with the property.

Guard Up understands that it is required to put sufficient resources into the camp property to obtain and maintain all necessary permits and licenses. Beyond that, Guard Up recognizes the desire of the Conservation Commission, The Town of Westford, and the people of Westford to see steady improvements in the quality of the camp facilities, and we are committed to providing the resources necessary to realize those desires.

In addition, Guard Up understands the significance of the property to the community of Westford, and is committed to maintaining the esthetic beauty and serenity of the property. Guard Up incorporates environmental and conservation education within its camper experience.

Guard Up is also committed to maintaining the tradition of community involvement in the enjoyment and care of the East Boston Camps land. To this end, Guard Up will host public fundraising and social events for the boy's camp property on a regular basis.

Guard Up has full understanding of the necessary resources in staff hour, property maintenance, and capital funds necessary to successfully operate its summer camp according to this RFP. Guard Up is prepared to invest heavily in the infrastructure and in the human resources necessary for our camp to be successful in operating and maintaining a positive relationship with all stake-holders.

Guard Up, Inc. understands the importance of the RFP and its potential impact on how Guard Up will run its camps for the 2011 season. Guard Up understands the informational needs of the RFP and has provided all required information.

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**Minimum Requirement # 2 – Proposal Must Identify Offeror’s Key Employees**

*Provide names and curriculum vitae (“CV”) of all key persons (all managers and supervisors) who will be employed at or in connection with the camp. The CV of each such person must also have the person’s complete educational and work history. It should also include accurate and updated contact information for all of such persons’ former employers that are listed on the CV.*

**Guard Up, Inc. Key Camp Employees**

Meghan Gardner – Owner/CEO

Jeffrey Wegman – Partner/Finance Director

Adam Rodgers – Executive Director of Camps and After School Programs

Christine Yablonski – Director of Human Resources and Parent Liaison

Christopher Wiley – Camp Director and Director of Instructors

Please see Appendix A for the key employees’ Curriculum Vitae.

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**Minimum Requirement # 3 – Offeror Must Have Minimum Level of Experience**

A minimum of **five years experience successfully operating and managing a summer camp** is required. For the purpose of this requirement, five years experience shall mean operation of a summer camp, similar to the camp contemplated in this RFP, for five summers, which need not be consecutive. The proposal must describe in detail the experience, location and nature of the camps operated and managed, together with the number of attendees for each camp. The proposal must also include the name, number and address of a representative of the owner of each property at which a camp was operated for the five year period.

**History of Camp Operations at Guard Up**

Guard Up, Inc. is proud of its ability to deliver positive, educational, and exciting camp experiences for children and teens. Guard Up has been in business since 1999 and Wizards & Warriors Camps have been operating since 2001. In the summer of 2010, Wizards & Warriors featured its first year of Quest Camp, an additional day camp that brought students daily by bus to its overnight location. Guard Up is looking forward to its 10th year in summer camps and estimates hosting 150 students per week between all three of camps.

**Day Camp and Business Addresses**

Date: 2001-2004

Address: 16A Garfield Circle, Burlington MA

Average Campers: 10/week

Contact information: Dell Realty Trust; Jim Delarraco (781) 862-1049

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Date: 2005-2009

Address: 141 Middlesex Turnpike, Burlington MA

Average Campers: 20/week

Contact information: The Berman Co.; Roger Berman (617) 338-0707

Date: 2009-2010

Address: 103 Terrace Hall Ave, Burlington MA

Average Campers: 30/week

Contact Information: Seaver Construction; Scott Seaver (781) 935-0130

**Residential Camp and Business Address**

Date: 2008-2010

Address: Ye Olde Commons, 120 Northside Rd., Charlton MA

Overnight Campers: 50/week

Day Campers: 25/week

Contact Information: Harald Henning (508) 248-7075

(We ask that you please use discretion when contacting this reference as we plan on using this facility for the coming year if this RFP is awarded to another bidder.)

**Minimum Requirement # 4 – Proposal Must Include an Operation and Management Plan**

Provide an Operation and Management Plan for the camp. This plan must include the following:

- Detailed description of the facilities (exact buildings) to be used by the offeror in the camp, and how they would be used by the offeror;
- Detailed description of how the Camp Operator will address the deficiencies that currently preclude the issuance of licenses/permits for camp operations;

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**Operation and Management Plan**

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**Facilities Use**

Guard Up plans on using the following buildings for the following functions:

- Main kitchen/dining hall (Building 18) as a kitchen and dining hall for all meals, and as a program activity area during inclement weather.
- The storage building (Building 19) will be used for storage.
- The Nurse's Cabin (Building 20) will be used as an infirmary and staff housing.
- The Cook's Cabin (Building 21) as a camp administration building.
- Cabin buildings (22-27) as housing for campers and their attendant staff.
- We have no plans on using the bath house (Building 28).
- Buildings 29 and 30 are not part of this RFP.
- The Nashoba Lodge (Building 31) will be used for storage and as the main indoor activity center.
- Building 32 will continue to be used as the maintenance building.
- The waterfront area for aquatic activities; the baseball field as an assembly area for opening and closing ceremonies, and large activities; and the basketball court for sporting activities.
- There are also various small clearings and fire circles which we would use for outdoor activities such as environmental education, music, and leadership classes.

**Addressing Deficiencies**

During the initial walk-through of the camp, Guard Up was accompanied by Jeffrey Mount, General Contractor, who agreed to address all of the deficiencies listed in Appendix C of the RFP. Based on the initial walk-through of the camp, we and the contractor are confident that these deficiencies will be addressed before the start of the camp season in early June 2011.

Upon award of RFP to use this camp, Guard Up will initiate a second walk-through of the camp with Mr. Mount, or another licensed general contractor, and the Board of Health, the Fire Department, and Building Inspectors, to address any further deficiencies not listed on Appendix C.

In addition to the specific repairs listed below, we are prepared to address any deficiencies that preclude the issuance of an Overnight Camp Permit, an Occupancy Permit, a Food Service Permit, or a Compliance Statement from the Fire Department.

**Annual Renovation** - In year one of the agreement, Guard Up will create an annual renovation fund of \$8,000. In addition to its use to bring EBC to a state of compliance, this fund will be used for upgrades and renovations to EBC that are sanctioned by the Westford Conservation Commission. In future years, we will increase our annual base contribution to the renovation fund of \$8,000 by \$1,000 for every additional week that we inhabit the camp up to the allotted 9 weeks as defined within the RFP. For example, Guard Up will commit a total of \$11,000 of

camp renovations in the year that we run our summer program at EBC for 9 weeks. Our growth plan projects us adding a minimum of one to two weeks of summer camp each summer. We will jointly discuss our camp renovation programs with the Westford Conservation Commission to prioritize renovation efforts on an on-going basis.

Guard Up's renovation fund and commitment of our community's volunteer efforts is just a part of our mission to leave East Boston Camp in better condition so it can be treasured by future generations. RECEIVED

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#### Nurse's Cabin

The floor in the nurse's cabin will be brought up to building and health codes. The bathroom, including the toilet, sink and shower facilities, will be repaired to working and functional order. Appropriate number of doorways will be widened to bring the building into ADA compliance. Exit signs and proper safety lighting will be installed in the building. General repairs will be completed, including repairing windows and screens, plugging of holes, and other necessary and esthetic repairs. CONSERVATION COMMISSION

#### Camper Cabins

Cabins will be given general upkeep repairs. We will ensure all windows and screens are properly repaired and attached. Any missing banisters will be replaced on the front stoop of each cabin. Cabins will be given other general repairs to ensure compliance.

#### Cook's Cabin

The Cook's Cabin will be given any necessary repairs to allow it to come into compliance with building and camp codes. In addition, the cabin will be repaired and cleaned to allow it to function as the main administration building for the camp.

#### Nashoba Lodge

We will repair the side entrance doorway, replacing the threshold and bringing entrance into compliance. We will replace or repair broken ceiling tiles. Lighting in the lodge will be upgraded with new fixtures as necessary; in addition, Exit signs and emergency lighting will be installed. Other electrical compliance issues will be addressed, such as exposed wiring and holes where wiring enters the building. Other general repairs will be conducted to bring the lodge into a state of compliance and good repair.

#### Bath House

We will not address the Bath House's deficiencies at this time. Instead, we plan on acquiring, with permission from the Conservation Commission and the Board of Health, portable bathroom and shower facilities which will be removed after the camp season. We agree with the belief that it is impractical to conduct repairs on the existing structure.

#### Dining Hall / Kitchen facility

It is our understanding that the necessary repairs to this structure will be completed by the Friends of East Boston Camps.

**Minimum Requirement # 4 – Proposal Must Include an Operation and Management Plan**

• *Proof of Insurance coverage (commercial general liability, automobile liability and workers' compensation, and such other insurance as is customarily maintained for the operation of a day camp).*

See Appendix B for Proof of Insurance Coverage. Please note that upon award of this lease, Guard Up will extend its current insurance policies to include the EBC property.

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**Minimum Requirement # 4 – Proposal Must Include an Operation and Management Plan**

• Detailed description of the offeror's staff recruitment plan; Detailed description of the offeror's procedure for conducting criminal background (so called "CORI") checks of all employees.

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**Recruiting Camp Staff**

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Recruiting for staffing our summer camps is handled using multiple methods:

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1. Recruiting from Guard Up staff
  - a. Guard Up staff includes all staff who are employed at Guard Up throughout the year, not just seasonally.
  - b. Based upon job performance, year-round staff are offered opportunities to work as counselors and/or as support/management staff for our Wizards & Warriors Camp.
  - c. All Guard Up staff are required to have all necessary documentation on file for a camp counselor, including certified First Aid/CPR training, regardless of their being scheduled to work at the camps. This is to ensure that if an emergency should occur any of our year-round staff will be legally eligible to step into a camp counselor roll.
2. Recruiting from Guard Up seasonal staff
  - a. Guard Up seasonal staff are staff employed during the summer to work at Wizards & Warriors Camp.
  - b. All seasonal staff are contacted by the Camp Director and Human Resources Director post-camp to answer a survey about their experiences. The survey includes an opportunity for the seasonal staff member to indicate interest in returning to work as a camp counselor for the following summer.
  - c. Based upon appropriate job performance as a camp counselor at Wizards & Warriors Camp, seasonal staff who indicate interest in returning are contacted by the Camp Director and Human Resources Director to determine if they will be returning as summer camp counselors and to begin the process of obtaining all necessary paperwork and updates from them by a set time before the beginning of camp season.
3. Recruiting new camp counselor staff
  - a. The Human Resources Director posts advertisements at various colleges and universities; online recruiting resources, such as Craigslist and LinkedIn; and social media resources, such as Facebook (Guard Up's page, as well as staff's pages). Camp Counselor positions are described in detail on our Web site's "Employment Info" page, which includes an online submittable form.
  - b. Representatives of Guard Up, normally Directors, attend Summer Job Fairs at area colleges and universities to recruit camp counselor candidates.
  - c. All candidates who submit basic contact information are contacted by the Human Resources Director and interviewed using a standardized form provided by the American Camping Association of New England training conference.
  - d. All candidates for camp counselor positions must:
    - i. Be 18 years of age or older
    - ii. Have previous experience working with children
    - iii. Be CORI and SORI screened
    - iv. Have three letters of reference from non-family members
    - v. Produce all required documentation as required by the American Camp Association, the Board of Health in the communities where we operate Wizards & Warriors Camp, and all federal and state requirements.

- e. All candidates for camp counselor positions who are selected for employment are required to submit all of their required paperwork and documentation by a set time before the beginning of camp season.

### ***CORI and SORI Background Check Procedures***

Guard Up requires all of its staff to undergo a CORI (Criminal Offender Record Information) and SORI (Sexual Offender Record Information) background check as a requirement for employment. Guard Up is a certified agency, and due to its camps, is authorized to receive the most comprehensive background information as allowable by law.

All Guard Up staff who have access to the CORI and SORI information have been trained and certified through CORI trainings sponsored by the ACA New England and abide by Agreements of Non-Disclosure.

All applicants fill out a CORI and SORI request form, which is then used by certified staff to run the CORI and SORI background check. Since Sept. 2, 2008, all applications for CORI certification are submitted through the Department of Criminal Justice Information Services Online Certification Application program. Certified agencies, such as Guard Up, must submit CORI requests through Web-CORI.

Information received is processed and maintained in accordance with state and federal laws.

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**Minimum Requirement # 4 – Proposal Must Include an Operation and Management Plan**

• *Copy of the expected camp budget, including tuitions as well as the fees charged for low income youth and other sources of income required to run the camp.*

Please review Appendix C for a copy of the Guard Up expected camp budget.

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**Minimum Requirement # 4 – Proposal Must Include an Operation and Management Plan**

- Detailed description of offeror's safety plan to maintain safety of camp property and attendees. Safety Plan.

**Safety Plan**

Guard Up operates under policies and procedures designed to ensure the safety of all participants in its camp programs.

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As detailed in our staff recruitment plan, all staff undergo:

- Background checks (CORI and SORI)
- Minimum of 40 hours of training
- Child Abuse Prevention Training
- First Aid for the Professional Rescuer Training
- CPR for the Professional Rescuer Training

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To ensure the health and well-being of our campers, Guard Up:

- Maintains Staff to Camper ratios at a minimum of 5:1
- Works closely with our Health Care Consultant (Jacqueline Frey, Licensed Physician Assistant) to develop policies and procedures to maintain a healthy camp
- Employs a licensed nurse (RN) to be on location at camp at all times when camp is operational
- Employs a full time staff member as Parent Liaison who is in constant contact with parents, informing them of developments with their children
- Requires updated physical and immunization forms from all participants (staff and campers) be reviewed by the Health Care Consultant and Camp Nurse prior to the beginning of camp and kept securely on location at camp
- Keeps all medications ( prescription and over the counter) under lock and key

In order to prevent bullying or other inappropriate behavior, Guard Up:

- Employs the Rule of Three; requiring all campers to be accompanied by at least two other campers or staff when they would be out of sight from the rest of the camp
- Trains staff on the signs and symptoms of bullying, and best practices to avoid bullying incidents in their groups
- Has a zero tolerance policy for physical violence
- Requires staff to report all suspected bullying to their supervisor
- Has weekly meetings with each cabin to talk about bullying

Emergency Safety Plans:

- Each camp has a dedicated safety manual which is required reading for all staff. Staff are tested on their knowledge during training.
- Emergency procedures and plans are documented and distributed to local emergency response agencies.
- All staff are given a two-way multi-channel radio and are in constant contact while on duty.
- Lost Camper drills are performed daily during training, and at a minimum weekly during the camp season.
- Emergency drills, including evacuation, fire, intruder, and severe injury drills performed during staff training and during the camp season.

Aquatic safety is ensured by the following:

- Waterfront Director is at least 23 years old and has held lifeguard certification for a minimum of three years.
- All Lifeguards are at least 18 years old and certified by a recognized national organization.
- All staff are trained in recognition and assistance of troubled bathers.
- Lost Bather Drills are performed daily during staff training and at least weekly during camp season.
- All campers are given swim tests upon arriving at camp and classified by waterfront staff into areas which are safe for the camper to enter.
- Swimming is strictly forbidden outside of defined swimming areas, in inclement weather, at night, or any other unusual circumstance.

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**Minimum Requirement # 4 – Proposal Must Include an Operation and Management Plan**

• A statement regarding public access during camp. How will the offeror maximize public access (for example casual passers-by and joggers) while assuring the safety of the campers.

**Statement Regarding Public Access**

Guard Up will seek to maximize public access to the property by providing signage and direction for alternative pathways and routes around the main camp area where children are residing (the protected zone). Passer-bys who inadvertently access the protected zone will be approached by staff and offered assistance, then escorted to the nearest path or route that will take them out of the protected zone. Guard Up is also willing to work with the commission for approval of possible plans to refine and clearly mark established trails that direct public traffic around the protected zone.

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### **Minimum Requirement # 5 – Proposal Must Include a Plan to Attract Low Income Children**

• Provide a detailed plan on how the offeror will attract children from low-income families residing in Westford and other communities, including communities in the Greater Boston region. The plan should include the Offeror's goal (%) of campers on scholarship. A family shall be considered low income under this RFP if its annual taxable income is less than 200 percent of the poverty level amount established by the U.S. Department of Health and Human Services (DHHS). For a family of four, the poverty level amount established by DHHS for 2008 is approximately \$21,200, and therefore, a family of four is low income if its annual taxable income is less than \$42,400.

### **Plan to Attract Low Income Children**

Guard Up is committed to attracting and assisting children from low-income families, as defined by the U. S. Department of Health and Human Services (DHHS), residing in Westford, the surrounding community and the Greater Boston region.

Guard Up's plan includes:

- Dedicating a minimum of 10% of our camp profits to need-based scholarships for children from low-income families to Guard Up's Camp Scholarship funds
- Allocating 100% of funds donated by an individual or organization toward Guard Up's Camp Scholarship funds
- Working with area advocacy and referral organizations, including, but not limited to:
  - First Parish Church United, Westford; Contact: Rev. Cindy Worthington-Berry
  - Cameon Senior Center, Food Pantry, Westford; Contact: Judy Ramirez, L.I.C.S.W., Social Worker
  - St. Vincent de Paul Ministry, St. Catherine's Roman Catholic Church, Westford
  - Casey Family Services, Lowell
  - Lowell Housing Authority
  - Westford Public Schools
  - Lowell Public Schools
  - Burlington Public Schools
  - Bedford Public Schools
- Hosting fundraising events within the area communities to increase donations to the Camp Scholarship fund
- Developing Camp Scholarship sponsorships with area business
- Highlighting the availability of scholarships on our camp website
- Detailing the process of applying for scholarships on our camp website

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**Minimum Requirement #6- Submission Forms**

*Provide in addition to the above-referenced documents the following:*

1. *Form of Rent Proposal*
2. *Certificate of Non-Collusion*
3. *Certificate of Tax Compliance*
4. *Certificate of Authority*
5. *Disclosure of Beneficial Interests*

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**Submission Forms**

Please review the following pages for the above required forms.

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**APPENDIX D TO RFP  
Form of Rent Proposal**

**EAST BOSTON CAMPS 2010 CAMP LEASE**

Submit this form and attachments with your proposal in a sealed envelope, clearly marked on the outside as "Proposal for Lease of East Boston Camps Property."

Offeror acknowledges receipt of the following addenda: Lease for Camp Operations - A portion of the East Boston Camps Property

Offeror Name: Guard Up, Inc.

Offeror Address: 103 Terrace Hall Ave., Burlington Ma 01803

Name of Signatory: Meghan Gardner

Title of Signatory: Owner/CEO

Offeror proposes to conduct a day and/or overnight camp operation on a portion of the East Boston Camps property for the nine(9) weeks beginning the last week of June thru August of 2011-2015 and pay to the Town the following lump sum rent: *Half the annual rent to be paid prior to the first day of camp of each year of the lease and half as of August 1 of each year of the lease.*

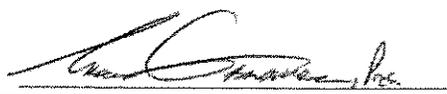
Figure: \$ 14,000/year rent and 8,000/year renovation fund

Words: Fourteen Thousand Dollars per year rent

and Eight Thousand Dollars per year renovation fund

In the event of a discrepancy between words and figures, the greater of the two shall constitute the license fee.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals



Authorized Official's Signature

**Meghan Gardner**

Typed or Printed Name of Person Signing

**781-270-4800**

Telephone Number

**781-270-4811**

Fax Number

Date: **12/10/10**

Title of Person Signing

**Guard Up, Inc.**

Company Name

**103 Terrace Hall Ave.**

Address

**Burlington, MA 01803**

Address

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(Note: This form must be included in the proposal submission)

**TOWN OF WESTFORD**

**Request for Proposals**

***Lease of Portion of East Boston Camps***

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**APPENDIX E**

**Certificate of Non-Collusion**

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

“The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

(Please Print)



Authorized Official's Signature

**Meghan Gardner**

Typed or Printed Name of Person Signing

**781-270-4800**

Telephone Number

**781-270-4811**

Fax Number

Date: **12/10/10**

**Owner/CEO**

Title of Person Signing

**Guard Up, Inc.**

Company Name

**103 Terrace Hall Ave**

Address

**Burlington, Ma**

Address

**(Note: This Form must be included in the proposal submission)**

**TOWN OF WESTFORD**

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**Request for Proposals**

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*Lease of Portion of East Boston Camps*

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**APPENDIX F**

**Certificate of Tax Compliance**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
\_\_\_\_\_

Authorized Official's Signature

**Meghan Gardner**

Typed or Printed Name of Person Signing

**781-270-4800**

Telephone Number

**781-270-4811**

Fax Number

Date: **12/10/10**

Tax ID. Number: **04-3465453**

**Owner/CEO**

Title of Person Signing

**Guard Up, Inc.**

Company Name

**103 Terrace Hall Ave.**

Address

**Burlington, MA**

Address

**(Note: This Form must be included in the proposal submission)**

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APPENDIX G

Certificate of Authority

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
Meghan Gardner	59 Dunster Rd., Bedford MA	01730
Jeffrey Wegman	61 Camden St., South Hadley, MA	01075
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: NA

ADDRESS ZIP CODE TEL. #

Business:

Home:

(2) If a Partnership NA

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TEL. # \_\_\_\_\_

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(3) If a Corporation, Limited Liability Company, or other entity

Full Legal Name: Guard Up Inc.

State of Incorporation:

Massachusetts

Principal Place of Business: 103 Terrace Hall Ave Burlington ZIP 01803

Qualified in Massachusetts: Yes  No \_\_\_\_\_

Place of Business in Massachusetts: ZIP CODE 01803 TEL. # 781-270-4800

(4) If a trust

Full Legal Name of Trust:

NA

Date of Declaration of Trust and Recording Information:

Name of all Trustees:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature of Proponent: 

Title: Owner/CEO

Date: 12/10/10

(Note: This Form must be included in the proposal submission)

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EXHIBIT H

DISCLOSURE OF BENEFICIAL INTEREST IN REAL PREMISES TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real Premises described below. Attach additional sheets if necessary.

- 1. Public agency involved in this transaction: Town of Westford  
[Name of Jurisdiction]
- 2. Complete legal description of the Premises:
- 3. Type of transaction:  Sale  Lease or rental for \_\_\_\_\_ [term]:
- 4. Seller(s) or Lessor(s): Town of Westford

Purchaser(s) or Lessee(s):

- 5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real Premises described above.

*Note: If a corporation has, or will have a direct or indirect beneficial interest in the real Premises, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than 10 percent of the outstanding voting shares need not be disclosed.*

Name	Address
<u>Meghan Gardner</u>	<u>59 Dunster Rd., Bedford MA 01730</u>
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

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Name

Title or Position

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. This section must be signed by the individual(s) or organization(s) entering into this real Premises transaction with the public agency named in Item 1. If the form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to Item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:



Printed Name:

Meghan Gardner

Title:

Owner/CEO

Date:

12/10/10

**(Note: This Form must be included in the proposal submission)**

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# Appendix A

## Employee Curriculum Vitae

# Curriculum Vitae

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*Meghan Gardner*

59 Dunster Road  
Bedford, MA 01730

**Mobile:** 781-354-7661

**Office:** 781-271-1491

**Email:** meghan@guardup.com

**Websites:** <http://www.guardup.com>

<http://www.wizardsandwarriorscamp.com>

**Date of Birth:** 26<sup>th</sup> December 1968

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## Education

**CPR & First Aid Certification**                      **1986-Present**      **Various Authorized Organizations**  
*To meet professional and personal requirements*

**Bachelor of Visual & Performing Arts**              **1991**      **Syracuse University**  
*Major in Video Research*

**Camp Director Certification**                      **2007**      **American Camping Association**  
*To supplement education*

## Awards

**Small Business Person of the Year Nomination**              **2010**      **Massachusetts Small Business Association**  
*Winner to be determined in Spring 2011*

## Martial Arts Education

- 1986      Participant in Guinness Book of World Records for Most Boards Broken In One Second.
- 1987, 1989, 1993, 1995, 1996      Seven Regional or East Coast Championships for Sparring, Kata or Board Breaking
- 1987      Regional Champion in Intermediate Foil Fencing
- 1988      2nd Place Regional Tournament for Advanced Foil Fencing
- 1991      Certified Instructor in Kang Duk Won Karate Association.
- 1994      Certified in PROTEC Spontaneous Knife Defense
- 1996      Online Assault Prevention and Awareness Advisor for America Online.
- 1996      Certified in the American Women's Self Defense Association Rape Prevention Instructor's Course.
- 2000      Assault Prevention Specialist for WHDH Boston NBC special project division
- 2000      Graduate of CQC Service Group Knife/Counter Knife Tactical Training.

## Business Owner History

- 1995 Started American Martial Way Association in Lexington, MA
- 1999 Incorporated as Guard Up! Inc. One employee.
- 2001 Opened full time 2200 sq ft. training facility for martial arts and swordsmanship in Burlington, MA. Started summer camp programs. Event services for 3 towns. Three employees.
- 2004 Expanded to 6000 sq. ft. facility near Burlington Mall. Event services for much of Eastern Massachusetts. Six employees.
- 2009 Expanded to 7200 sq. ft facility at current location. Event services from across the USA. Twelve year round employees, twenty seasonal. Largest swordsmanship facility in North America.
- 2010 Event services for clients from 4 different countries. 19 year round employees, 32 seasonal.

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## Appearance in Media and Publications

- 2000 WHDH Channel 7: Underwater Self Defense Training
- 2000 Guest Columnist for American Society for Training and Development's "Training & Development" Magazine
- 2002 WHDH Channel 7: Creative Play as Exercise
- 2009 CBS Chronicle Channel 5: Stay-cation – fun activities for kids and parents
- 2009 Boston Globe Lifestyle Section: Summer Camp for Unplugging Kids
- 2009 Buck's Life Magazine: The Coolest Camps on the Planet
- 2010 CBS Chronicle Channel 5: Specialty Summer Camp

## Hobbies & Other Interests

SCUBA Diving (Advanced Certification), Motorcycles (Licensed at Penguin School of Racing/Louden), Rugby (Beantown Women's Rugby Alumni), Volleyball Coaching (IMPACT Certified for Jr. Olympic Volleyball), Snowboarding, Fire Breathing and being a mom to two awesome teenage girls.

## Current Employment

**CEO/Marketing Director** Guard Up, Inc.  
1999 – Current

*Responsible for planning and carrying out the strategic plans and policies of the company as well as overseeing marketing and public relations.*

## Work History

**Owner/Instructor Director** American Martial Way Association  
1995 - 1999

*Directed and taught martial arts and assault prevention for hundreds of students. Educated and promoted seven adults to the level of Black Belt.*

**Customer Service Manager** Iron Mountain/San Francisco

1992 - 1994

*Account Manager responsible for internal sales, re-activating inactive accounts, client retention and training accounts on accessing their records.*

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**Independent Videographer** Various Companies/Individuals in San Francisco Bay Area

1991 - 1994

*Provided video operator and editing services for numerous companies and individuals. Special skills included Underwater Videography.*

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**Sound Engineer** CBS News, Binghamton NY

1991

*Responsible for all sound technology for 6:00pm and 11:00pm news program.*

### Professional References

**Mark Rosenzweig** SCORE Mentor / SCORE NE Massachusetts Chapter 411

Business Phone: 978-922-9441

Email: mrrosenzweig@comcast.net

**David Manley** SCORE Mentor / Chairman of SCORE Chapter 411

Business Phone: 978-766-7805

Email: dmanleyb@verizon.net

**Santiago Lopez** Business Consultant / Principal at Orguyo, LLC

Business Phone: 617-828-0639

Email: Santiago.lopez43@gmail.com

**Dr. Sharon Chirban, PhD** Business Coach / Amplifying Performance Consulting

Business Phone: 978-337-6095

Email: Sharon.chirban@gmail.com

### Personal References

**Bill Chamberlain** Teacher / Landmark School

Business Phone: (978) 595-6893

Email: dog.wjc@gmail.com

**Hector Laguette** Environmental Scientist / Massachusetts DEP

Business Phone: (978) 930-0649

Email: hector.laguette-rey@state.ma.us

**Betsy Kenerson** Nurse Consultant / Bridgewell

Business Phone: (978) 660-5087

Email: betsaboodl@aol.com

**David Kennedy** Paramedic / Westfield Fire Department

Business Phone: (413) 896-1438

Email: ryankane@aol.com

# Curriculum Vitae

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*Jeffrey Wegman*

61 Camden Street  
South Hadley, MA 01075

**Mobile:** 781-879-3447

**Office:** 781-270-4800

**Email:** [wegman@guardup.com](mailto:wegman@guardup.com)

**Websites:** <http://www.guardup.com/>  
<http://www.wizardsandwarriorscamp.com>

**Date of Birth:** 15 June, 1961

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## Education

**B.S. – Microbiology** 1983  
*University of Massachusetts, Amherst, MA*

## Certifications

**CPR & First Aid Certification** 2008 - Present  
*American Heart Association*

**Certified Camp Director** 2010  
*American Camping Association*

**Certified Purchasing Manager** 1998  
*American Purchasing Society*

**Certified Quality Engineer** 1990  
*American Society for Quality Control*

## Current Employment

**Partner/Finance Director** 2009 - Present  
Guard Up, Inc. – Burlington, MA  
*Responsible for financial operations including procurement programs, and day to day operations.*

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## Work History

**Business Consultant** 1999 - 2009  
Guard Up, Inc – Burlington, MA  
*Finances, Business Strategy and Planning, Employee Hiring, Contract Negotiations*

**Director Procurement** 2002 - 2009  
InteliCoat Technologies – South Hadley, MA  
*Responsible for \$100MM of inventory including metals, paper and chemicals.*

**Senior Quality Engineer** 1998-2002  
InteliCoat Technologies – South Hadley, MA  
*Responsible for quality production of Digital Imaging Business of approximately \$300MM in annual sales.*

**Supplier Quality Engineer** 1994-1998  
InteliCoat Technologies – South Hadley, MA  
*Responsible for procurement and quality of paper and film raw materials.*

## Other Skills

- Extensive public speaking and group presentation experience
- Proficient in Project Management, Goal Setting and Positive Coaching
- Proficient in Productivity Enhancing tools such as Gantt Charts, Pareto and Ishikawa methodology.
- Trained and well versed in applied Statistics

## Hobbies and Interests

- A cappella singing – member of a men's quartet group
- Volunteer for Habitat for Humanity
- Youth Mentor for 10 yrs – St. Peter's Lutheran Church, Holyoke, MA
- Parent Volunteer in local public school system
- Living life through the eyes of my three young boys

## References

**Gary Smith** CFO / HPF Fire Sprinkler Inc.  
Business Phone: 413-531-8657  
Email: terp77@comcast.net

**Dr. John Egelhofer** Physician  
Business Phone: 413-788-8572  
Email: john\_egelhofer@yahoo.com

**Peter Fusari** Manager Product Planning/ InteliCoat Technologies  
Business Phone: 413-539-5729  
Email: pfusari@intelicoat.com

# Adam Rodgers

58 Hancock St. Reading MA 01867; (781) 521-9717 rogers@guardup.com

## Experience

Executive Director of Camps and After School

**(2009-Present)** *Guard Up Inc, Burlington, MA*

- Oversee staffing, scheduling, program development, curriculum supervision, licensure, transportation, and parent relationships for both after-school program and summer camps.
- Implemented new after-school program offering transportation to site and fully licensed programming for elementary and middle school children.
- Supervise, train and schedule staff, so as to ensure positive customer experiences at three summer camps and year round after-school program.
- Coordinate retail store operations including product ordering,
- Participate as member of sales team; including sales and follow up for membership and programming, and ongoing promotional and client relationship efforts.

Child Care Program Director

**(2002-2009)** *Greater Boston YMCA Burbank Branch, Reading, MA*

- Administered daily after school and school vacation programs for 120 school age children, including staffing, parent communication, scheduling, transportation, program development, and curriculum supervision.
- Administered summer day and overnight camp for 150+ children aged six to sixteen.
- Hired, trained, and supervised seasonal and full year camp and after school staff.
- Planned, Promoted, staffed, and implemented teen activities, including regularly scheduled Night Spot Events, special events, and YMCA Youth and Government club.
- Communicated with parents and members at all levels, from individual conferences to brochure content and design.

Historical Guide

**(2005-Present)** *Bay Colony Historical Tours, Boston, MA*

- Lead Boston, Cambridge, Charlestown, Lexington, Concord, and Salem Tours with up to 50 children and/or adults on foot and on bus.
- Interpret sights using a mixture of facts, anecdotes, first person accounts, and humor.
- Coordinate schedules, transportation and meals to ensure a seamless visit for guests.
- Consistently high reviews for the education and entertainment of guests.

## Education

University of Massachusetts, Boston, Boston, MA

- Bachelor of Arts: Major in Historical Anthropology, Minor in Classics

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## Other Experience

- YMCA of Belarus: Consultant on camping and programs (2009 to present)
- Archaeological Field School Instructor: Roman City of Sanisera (2010)
- Habitat for Humanity Botswana (2002)

## Certifications and Skills

- YMCA Certified Camp Director
- ACA (American Camping Association) Certified Camp Director
- YMCA Certified Working with Teens
- YMCA Lifeguard
- ACA (American Canoe Association) Certified Canoe instructor
- USAA (United States Archery Association) Lvl. 1 Archery Instructor
- CDL Class C Drivers License School Bus and Passenger Endorsements
- Certified Archaeological Diver (PADI)



*Christine Yablonski*

50 Boston Road, Westford, MA  
Christine@GuardUp.com  
Mobile/Work Tel 781-879-3446

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### *Profile*

Christine Yablonski has more than twenty years experience working with children and families as a professional and as a volunteer. She has served on the Board of Directors and committees for numerous organizations and non-profits. She has experience representing organizations on television and radio programs and has been profiled on national television as a specific educational and parenting style advocate. She has worked at Guard Up's Wizards and Warriors Summer Camps for three summers at various levels of management and as a camp counselor.

### *Experience*

Director of Human Resources, Guard Up, Burlington, MA 2010 - Present

- Developed the position of a dedicated Human Resources professional at Guard Up.
- Manage all Human Resource duties and documentation for Guard Up and its staff.
- Responsible for the interviewing and hiring of all seasonal staff for the Wizards and Warriors Summer Camps.
- Assisted in the week-long training sessions for all seasonal staff for the Wizard and Warriors Summer Camps.

Parent Liaison, Guard Up, Burlington, MA 2009 - Present

- Developed the position of Parent Liaison for Guard Up's Wizards and Warriors Camps.
- Channel communication between parents of campers and Guard Up leading up to camp.
- Maintain quality control for all required documentation for campers' attendance, including medical records.
- Designated as the person all parents can contact, via phone, text or email, throughout the duration of camp.

Camp Counselor, Guard Up, Burlington, MA 2008 - Present

Perform all duties of a camp counselor at a live action, role playing residential summer camp.

President, Westford Chorus, Westford, MA 2007 - 2009

- President of the Board of Directors of a community choral group
- Community Relations Chair, Board of Directors 2006 - 2007
- Publicity Chair, Board of Directors 2005 - 2006
- Performer 2000 - 2009

Voyagers Homeschool Co-operative, 2004 - 2009

Led and co-led study groups for mixed-age groups of children. Study groups include:

- LEGO Mindstorm Robotics
- Foreign Culture Studies
- Forensic Science
- Geography
- Mythology
- Logic

Girl Scout Leader, Westford MA 2001 - 2004

Led Brownie Troop which included two girls who were characterized as having special education needs.

Classroom Volunteer, Westford MA 2000 - 2004  
Volunteered several times per month at both of my children's classrooms

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First Parish Church United, Westford, MA

- Fellowship Committee from 2003 - 2005
- Music Committee from 2003 - 2004
- Religious Education Teacher 2001 - 2003
- Choir Member 2000 - 2005

Board of Directors, League of Women Voters, Westford MA

- Membership Committee 2001 - 2003
- Education Reform Committee, 2000 - 2002
- Member 2000 - present

First Church Unitarian Universalist, Leominster MA

- Trustee 2000
- Religious Education Committee 1998 - 2000
- Choir 1997 - 2000
- Member 1996 - 2000

Board of Directors, MOMS Club of Leominster, MA 1998 - 2000

- Membership Chair and Newsletter Chair on the Board of Directors
- MOMS Club was a stay-at-home mothers group that ran events, meetings, field trips and other gatherings for them and their families
- Member 1996 - 2000

La Leche League Leader, Leominster MA (1998 - 2000) and Westford MA (2000 - 20001)

- Advised and counseled mothers and mothers-to-be on all health and parenting issues related to breastfeeding
- Member of La Leche League 1994 - 2001.

Child Specialist, Project Return, New York, NY 1992

- Counseled mothers who were mentally ill and chemically abusers (MICA) and their children, ages birth to 3 years old, in a residential treatment center
- Led group therapy sessions at an other Project Return residential addiction treatment center for adult male probation violators.

Counselor, Fernald School, Summer Residence, Barnstable MA 1991

Counseled and assisted adults residential patients of the Fernald Schools (Waltham and Templeton, MA) at the Fernald School's summer residence in Barnstable.

Counselor, The Devereux Foundation, Rutland MA 1990 - 1991

- Counseled children and adolescents at a residential treatment school as part of my Masters practicum
- Individual counseling case load of two male adolescents, one female adolescent and one male child
- Co-lead two group counseling groups of sexual abuse survivors, one male, one female.

Adjustment Counselor Intern, Worcester East Middle School, Worcester MA 1988 - 1989

Internship as undergraduate, advised and counseled middle school students having behavioral issues while at school.

Co-Leader, Big Brother/Big Sister, Clark University, Worcester MA 1988 - 1989

- Co-lead the organization
- Duties included organizing group events, coordinating matches between Clark University students and the local elementary school, maintaining records of participants and submitting detailed budgets to Clark University and

requesting funds for the upcoming year.

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### *Education*

- Boston College - Masters of Arts 1991
  - Counseling Psychology, specializing in Children and Adolescents
- Clark University - Bachelor of Science 1989
  - Psychology (major)
  - Education and Philosophy (minors)
  - Who's Who Among American Colleges and Universities
- Gardner High School Class of 1985
  - Peer Counseling Program 1984 - 1985
    - Chosen by faculty to be member of a prototype peer counseling program
    - Extensive training in conflict remediation, anti-bullying and anti-peer pressure techniques
    - Co-wrote and performed skits for high school and junior high school students that dealt with numerous teen issues
  - Musicals
    - *You're a Good Man, Charlie Brown* 1985
    - *West Side Story* 1984
    - *Music Man* 1982
  - Chorus
    - Tapestry (audition chorus) 1984 - 1985
    - Chorus 1981 - 1985

### *Skills*

#### *Singing and Performing*

- Studied Voice and Acting for Singers, Indian Hill Music School, Littleton MA 2006 - 2009
- Studied Voice, Valerie Schleppe, Maynard MA 2004 - 2006
- Westford Chorus theatrical performances, including *Pirates of Penzance*, *Le Nozze di Figaro*, *Carmen* and *Show Boat*
- Clark University Centennial celebration - wrote, directed and performed in student-created one-act plays as part of a series of cultural events celebrating Clark University's centennial in 1987

#### *Public Speaking*

- Speak and write about a specific parenting and educational method
- Has been a featured speaker at several national and regional homeschooling conferences and gatherings
- Profiled on numerous national and local television and radio programs
- Interviewed on television and in newspapers on behalf of La Leche League of Leominster and Westford Chorus

### *References*

#### **Liz Adams**

Phone: 978-692-5216

#### **Personal**

Email: elizabeth\_adams@brown.edu

#### **Janet Breslau**

Phone: 617-538-1397

#### **Guard Up Parent**

Email: contramom@yahoo.com

#### **Kathryn Baptista**

Phone: 978-744-4796

#### **Conference Coordinator, Northeast Unschooling Conference**

Email: kathrynb@aol.com

235 Main Street, Apt. 1  
Medford, MA 02155

770-328-2150  
[crwiley@gmail.com](mailto:crwiley@gmail.com)  
[chris@guardup.com](mailto:chris@guardup.com)

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# Christopher Wiley

---

## Education

2002-2006 LaGrange College LaGrange, GA  
Bachelors of Arts in Theater Arts and English

## Highlight of Skills

- Worked as a camp director for a 60+ youth overnight camp
- Three years experience as a counselor at an overnight camp
- Strong writing and public speaking experience
- Managerial experience in a number of fields
- Experience in retail sales, customer service, and trouble shooting
- Practical knowledge of Double Goal/Positive coaching philosophies
- Has worked with many children with learning disabilities

## Technical Skills

- American Camp Association Certified Camp Director
- CPR/Family First Aid Certified
- Extensive work with Microsoft Word and Excel

## Experience

2009 - 2010 Guard Up, Inc. Burlington, MA

### Camp Director / Head Counselor

- Managed a staff of 12 counselors during a two week overnight camp session
- Oversaw and helped direct the education of counselors including a week-long training session at the camp site
- Worked one summer as head counselor and the following summer as a camp director with 90+ campers in attendance
- Helped create and run the new Counselor-in-Training program

2009 - 2010 Guard Up, Inc. Burlington, MA

### Director of Instructors

- Managed a staff of 20+ employees
- Ran payroll and billing for all employees
- Oversaw and directed the education of instructors working with children
- Ran weekly instructor training meetings with emphasis on positive coaching, child management, and experiential education
- Lead a number of new programs including a Junior Instructor Training program and a Youth Based Work Study program

2008 - 2009 Guard Up, Inc. Burlington, MA

**Counselor**

- Attended a week-long counselor training session
- Worked as an overnight camp counselor for two weeks
- Managed groups of 10-12 campers individually; 36+ in groups

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2008 - 2010 Guard Up, Inc. Burlington, MA

**Instructor**

- Worked as a special event and weekly birthday instructor of various children's programs
- Organized schedules to balance weekly classes, monthly events, and summer counseling positions
- Attended weekly instructor meetings to further experience and skills in my teaching disciplines

2006-2008 IBM - Atlanta Atlanta, GA / Boston, MA

**Parts/Delivery Technician**

- Analyzed parts delivery/service status on over 400 cases a day
- Issued daily feedback reports
- Adapted to an ever-changing array of customer issues

2005-2006 LaGrange College LaGrange, GA

**Residence Assistant**

- Oversaw 70+ freshmen
- Coordinated innovative program events for the building
- Addressed conflict management problems on a nearly day to day basis

2005 EB Games Newnan, GA

**Sales Associate**

- Stocked and maintained the stores inventory
- Conducted floor and promotional sales
- Assisted in customer service trouble shooting and purchases

2002-2005 LaGrange College LaGrange, GA

**Writing Tutor**

- Worked with a variety of students with differing writing backgrounds
- Assisted clients in the use of computers in the writing process

**References**

Meghan Gardner  
CEO and Founder  
Guard Up, Inc.  
Burlington, MA 01730  
781-271-1491  
Meghan@guardup.com

Dr. Laine Scott  
Professor of English Arts  
LaGrange College  
LaGrange, GA 30240  
706-880-8309  
lscott@lagrange.edu

Kimberly Davis Basso  
Owner and Artistic Director  
Atlantis Playmakers  
Burlington, MA 01803  
978-667-0550  
kdb@atlantisplaymakers.com

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# Appendix B

## Proof of Insurance

**Commercial Auto Policy Declarations**

Insured: <b>GUARD UP INC</b> 2129 103 TERRACE HALL AVE BURLINGTON, MA 01803-3417	Transaction: <b>Additional</b> Tran Effective: <b>9/15/10</b> Pol Number: <b>BBJD05</b> Pol Effective: <b>9/15/10</b> Pol Expire: <b>9/15/11</b> Billed Prem: <b>\$0.00</b>	NAIC: <b>34754</b> Product: Group Code: <b>RECEIVED</b> Form of Business: <b>DEC 1 3 2010</b>
Company: <b>DB Commerce Insurance Co</b> Agent: <b>LTB Insurance Agency</b> Agent Code: <b>BS0</b> Agent Sub Code: <b>BS0</b>	<b>CONSERVATION COMMISSION</b>	

**AUTO COVERAGES**

Coverage	Covered Autos	Limit*	Premium
Compulsory Bodily Injury		20,000	Each Person
		40,000	Each Accident
Personal Injury Protection		8,000	Each Person
Optional Bodily Injury		1,000,000	Combined Single Limit
			Each Person
			Each Accident
Property Damage (\$5,000)			Combined Single Limit Each Occurrence
Auto Medical Pay Insurance			Each Person
Uninsured Motorists (\$20,000/\$40,000)			Combined Single Limit
			Each Person
			Each Accident
Underinsured Motorists (\$20,000/\$40,000)			Combined Single Limit
			Each Person
			Each Accident
Comprehensive			Deductible
Specified Perils			Deductible
Collision			Deductible
Limited Collision			Deductible
Loss of Use - Rental Reimb			187
Towing and Labor		\$25 for each disablement of a private passenger "auto"	
<b>Premium for Endorsements</b>			
<b>*See schedule for unlisted limits and deductibles.</b>			<b>Total Premium 187</b>

**VEHICLE INFORMATION**

Auto No.	Year	Make	Model	Reg Plate#	Cost New	GVW, GCW Seat Cap.	Garaging City Territory	State Zip
1	2007	FORD	ECONOLIN		20,000		BURLINGTON	MA 01803
	1FTNE24W67DA77864							

**VEHICLE CLASSIFICATION**

Auto No.	Use	Symbol	Age	Class	Radius	Mobile Equipment	Inspect Code	Loss of Use Amount/Days
1		6		585200				60 30

**LIABILITY**

Compulsory Bodily Injury		Pers. Inj. Ea. Person	Optional Bodily Injury		Property Damage			Auto Med Payments		Uninsured Motorist		Underinsured Motorist	
Auto	Prem.	Premium	Limit	Prem.	Limit	Ded.	Prem.	Limit	Prem.	Limit	Prem.	Limit	Prem.
1			1,000,000							20,000		20,000	
										40,000		40,000	

**PHYSICAL DAMAGE**

Auto No.	Value Typ and Limit	Specified Perils			Comp		Collision		Lim Coll		Waiv Ded.	Loss of Use	Tow Lab
		Cov.	Ded.	Prem.	Ded.	Prem.	Ded.	Prem.	Ded.	Prem.			
1					500		500					187	

**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

**LIABILITY COVERAGE - RATING BASIS, COST OF HIRE**

State	Estimated Cost of Hire For Each State	Rate per Each \$100 Cost of Hire		Limits		Premium	
		BI	PD	Bodily Injury	Property Damage	Bodily Injury	Property Damage
				1,000,000			



**Commercial Auto Policy Declarations**

Insured:	<b>GUARD UP INC</b>	Transaction:	<b>Additional</b>	NAIC:	<b>34754</b>
2129	<b>103 TERRACE HALL AVE</b>	Tran Effective:	<b>9/15/10</b>	Product:	
	<b>BURLINGTON, MA 01803-3417</b>	Pol Number:	<b>BBJD05</b>	Group Code:	
		Pol Effective:	<b>9/15/10</b>	Form of Business:	
Company:	<b>DB Commerce Insurance Co</b>	Pol Expire:	<b>9/15/11</b>		
Agent:	<b>LTB Insurance Agency</b>	Billed Prem:	<b>\$0.00</b>		
Agent Code:	<b>BS0</b>	Agent Sub Code:	<b>BS0</b>		

Prem:	<b>MERCHANTS AUTOMOTIVE GROUP</b>	Interest:	<b>AI</b>	<b>Additional Insured</b>
Bldg:	<b>1278 HOOKSETT ROAD</b>	Rank:		This Interest is Payor (X):
Veh:	<b>1 HOOKSETT, NH 03106</b>	Ref#:		
Boat:		Phone:		
Item:		Fax:		

**REMARKS**

**NOTE: Vehicle number 1 has a Combined Single Limit for Optional Bodily Injury and Property Damage.**

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# Berkley Life and Health Insurance Company

Urbandale, Iowa  
Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690  
A Berkley Company  
866.723.4452

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## Blanket Accident Policy

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**Policyholder:** Guard Up, Inc.  
59 Dunster Road  
Bedford, MA 01730

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**Policy Number:** PAI L00200680-001

**Effective Date:** 8/17/2010

**State of Issue:** Massachusetts

This Policy is a legal contract between the Policyholder and Berkley Life and Health Insurance Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company:



President

Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE POLICY.  
THE POLICY DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS.  
THIS IS A LIMITED POLICY.  
PLEASE READ THE POLICY CAREFULLY.**

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## DEFINITIONS

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The male pronoun includes the female whenever used.

For the purposes of this Policy the capitalized terms used herein are defined as follows:

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**ACCIDENT** means a sudden, unexpected event that results in Injury to the Covered Person.

**BENEFIT PERIOD** means the period of time, as stated on the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid.

**COVERED ACCIDENT** means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

**COVERED LOSS or COVERED LOSSES** means an accidental death, dismemberment or other Injury covered under this Policy and indicated on the Schedule of Covered Losses.

**COVERED PERSON** means an eligible person who is within the covered class(es) listed in the Policy, who is a U.S citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States, and for whom the required premium is paid when due.

**DEDUCTIBLE** means the dollar amount of Covered Expenses that must be incurred by the Covered Person as an out-of-pocket expense for each Accident before Accident Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under this Policy. Only one Deductible will apply to the Covered Person and his or her Dependents if Injured in the same Covered Accident.

**HOSPITAL** means an institution that:

- 1) operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
- 2) provides 24-hour nursing service by registered nurses on duty or call;
- 3) has a staff of one or more licensed Physicians available at all times;
- 4) provides organized facilities for diagnosis, treatment and surgery, either
  - a) on its premises; or
  - b) in facilities available to it, on a pre-arranged basis;
- 5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- 6) is not a place for drug addicts, alcoholics or the aged.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

- 1) the Joint Commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.

**IMMEDIATE FAMILY** means the Covered Person's parent, grandparent, spouse, Child(ren) (includes legally adopted or step Child(ren)), brother, sister, step-Child(ren), grandchild(ren), or in-laws.

**INJURY** means bodily Injury caused by the direct result of an Accident occurring while the Policy is in force as to the person whose Injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

**MEDICAL EMERGENCY** means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

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**MEDICALLY NECESSARY** means a treatment, service or supply that is:

- 1) required to treat an Injury;
- 2) prescribed or ordered by a Physician or furnished by a Hospital;
- 3) performed in the least costly setting required by the condition;
- 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

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The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered Medically Necessary.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.

**PHYSICIAN** means a person who is a qualified practitioner of the healing arts, including a chiropractor and a dental practitioner. As such, He or She must be acting within the scope of his/her license under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.

**USUAL AND CUSTOMARY CHARGES** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

**WE, OUR, US** means Berkley Life and Health Insurance Company underwriting this insurance.

**YOU, YOUR, YOURS, HE or SHE** means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

#### ELIGIBILITY FOR INSURANCE

If the Covered Person is in one of the Classes of Eligible Persons shown on the Policy Schedule of Benefits, He or She is eligible to be covered on the Policy Effective Date. We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

#### EFFECTIVE DATE OF INSURANCE

**Policy Effective Date.** This Policy begins on the Policy Effective Date shown in the Schedule of Benefits at 12:01 A.M. at the address of the Policyholder.

#### Covered Person's Effective Date

A Covered Person's coverage under this Policy begins on the later of:

- 1) the Policy Effective Date; or
- 2) the date such person becomes eligible, subject to any required waiting period, as described in the Schedule of Benefits.

## TERMINATION DATE OF INSURANCE

### Policy Termination Date

Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

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This Policy terminates automatically on the earlier of:

- 1) The Policy Termination Date shown in this Policy; or
- 2) The premium due date if premiums are not paid when due subject to any grace period.

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Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.

This Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate this Policy at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

### Covered Person's Termination Date

A Covered Person's coverage under this Policy ends on the earliest of:

- 1) The date this Policy terminates;
- 2) The date the Covered Person enters full-time active duty in the armed forces of any country or international authority;
- 3) The date the Covered Person ceases to be eligible as described in the Policy provided all required premiums are paid; or
- 4) The last day of the period for which premiums have been paid.

## PREMIUMS

The Company provides insurance in return for premium payments. The premium showed in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premium is due on the Policy Effective Date. After that, premium will be due monthly unless otherwise stated in the Policy.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date.

If any premium payment is not paid when due, the Policy will be cancelled as of the premium due date, except as provided under the Grace Period section.

### Changes in Premium Rate

The Company may change the premium rates from time to time with at least 31 days advanced written or authorized electronic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more than once in a 12 month period. However, the Company reserves the right to change rates at any time if any of the following events occur:

- 1) A change in the terms of the Policy.

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- 2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
- 3) A change in any federal or state law or regulation affecting this Policy and Our benefit obligation.
- 4) A change in the factors bearing on the risk assumed.
- 5) A misrepresentation in the information relied on in establishing the rate for this Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

#### **Grace Period**

After the payment of the first premium, this Policy will have a 31 day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the 31 day grace period. During this time, this Policy will stay in force provided the Policyholder pays all the premiums due by the last day of the grace period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.

#### **HAZARDS INSURED AGAINST**

We will pay benefits described in this Policy when a Covered Person suffers a Covered Loss or Injury as a result of a Covered Accident during one of the Covered Activities listed in the Schedule of Benefits. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one Hazard.

#### **SPORTS COVERAGE**

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- (1) taking part in:
  - (a) a regularly scheduled athletic game or competition; or
  - (b) a practice session for an athletic team or club; or
- (2) traveling to or from such a game, competition or practice session provided he is:
  - (a) traveling with the athletic team or club; and
  - (b) under the direct and immediate supervision of:
    - (i) the athletic team or club; or
    - (ii) an adult authorized by the athletic team or club; or
- (3) traveling directly, without interruption:
  - (a) between his home and a scheduled game, competition or practice session;
  - (b) in a vehicle which is operated by a properly licensed driver.

Travel time includes the time:

- (1) to or from home, a scheduled game, competition or practice session;
- (2) before required attendance time;
- (3) after the Covered Person is dismissed; and
- (4) after the Covered Person completes extra duties assigned by the Policyholder.

Conditions which result over a period of time (such as blisters, tennis elbow, heat exhaustion, hernia, etc.), and which are a normal, foreseeable result of the sport, are not covered. These items are considered a sickness and are not covered.

DESCRIPTION OF BENEFITS

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All benefits payable are shown in the Schedule of Benefits.

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ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If Injury to the Covered Person results in any of the Covered Losses shown below, within the Time Period for Loss as shown in Schedule of Benefits, the Company will pay the percentage of the Principal Sum shown below for that loss. The Principal Sum is shown in the Schedule of Benefits. If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.

Schedule of Covered Losses

<u>Loss of:</u>	<u>Benefit:</u> (Percentage of Principal Sum)
Life .....	100%
Two or More Members .....	100%
One Member.....	50%

“Member” means Loss of Hand or Foot, Loss of Arm or Leg, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of a hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of Arm or Leg” means complete Severance through or above the elbow or knee joint. “Loss of sight” means total and permanent loss of sight of one/both eyes that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body.

ACCIDENT MEDICAL AND DENTAL EXPENSE BENEFIT

We will pay Accident Medical and Dental Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the Deductibles, Coinsurance Factors, Co-payments, Benefit Periods, Benefit Maximums and other terms or limits shown below and in the Schedule of Benefits.

Accident Medical Expense Benefits are only payable:

- 1) for Usual and Customary Charges incurred after the Deductible has been met;
- 2) for those Medically Necessary Covered Expenses incurred by or on behalf of the Covered Person;
- 3) for Covered Expenses incurred within 365 days after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

Covered Medical Expenses, from a Covered Accident, include:

- 1) Hospital room and board expenses: the daily room rate when a Covered Person is Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
- 2) Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
- 3) Daily Intensive Care Unit/Cardiac Care Unit Expenses: the daily room rate when a Covered Person is Hospital confined in a bed in the Intensive Care Unit/Cardiac Care Unit and nursing services other than private duty nursing services.
- 4) Registered Nurse Services Expenses for private duty nursing while a Covered Person is Hospital Confined, when services are ordered by a Physician.

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- 5) Medical Emergency Care (room and supplies) expenses incurred within 72 hours of a Covered Accident and including the attending Physician's charges, x-rays, laboratory procedures, use of the emergency room and supplies.
- 6) Outpatient surgery expenses, including Ambulatory Surgical Center.
- 7) Outpatient surgical room and supply expenses for use of the surgical facility.
- 8) Outpatient diagnostic x-rays, laboratory procedures and test expenses.
- 9) Physician non-surgical treatment/examination expenses (excluding medicines) including the Physician's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Physician.
- 10) Second surgical opinion expenses.
- 11) Physician surgical expenses. If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.
- 12) Assistant Surgeon expenses when Medically Necessary.
- 13) Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
- 14) Outpatient laboratory test expenses.
- 15) Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, chiropractic, adjustments, manipulation, massage or any form of physical therapy.
- 16) Post surgical physical medicine expenses and office visits connected with such treatment when prescribed by a Physician.
- 17) Diagnostic imaging expenses including magnetic resonance imaging (MRI) and CAT scans.
- 18) Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Covered Accident.
- 19) Outpatient registered nurse services if ordered by a Physician.
- 20) Ambulance expenses for transportation from the Accident site to the Hospital.
- 21) Rehabilitative braces or appliances prescribed by a Physician. It must be durable medical equipment that is primarily and customarily used to serve a medical purpose and can withstand repeated use and generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
- 22) Prescription drug expenses prescribed by a Physician and administered on an outpatient basis.
- 23) Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for the Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.
- 24) Medical services and supplies for blood and blood transfusions; oxygen and its administration.
- 25) Eyeglasses, contact lenses and hearing aids when damage occurs in a Covered Accident that requires medical treatment.
- 26) Artificial limbs, eyes and larynx for initial acquisition and fitting. We will not pay for repair or replacement of artificial limbs, eyes or larynx.

**Terms of Payment for Accident Medical and Dental Expense Benefit**

**Full Excess:**

If a Covered Person incurs Covered Expenses, We will pay the applicable benefit, subject to any applicable Deductible, Coinsurance Factor and Benefit Period shown on the Schedule of Benefits that are in excess of expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan. The first expense must be incurred within the Loss Period stated on the Schedule of Benefits. The Total Benefit Maximum payable and sub-limits under the Policy are shown on the Schedule of Benefits.

Failure by a Covered Person to follow the terms and conditions and/ or failure to utilize the network providers and facilities of His primary coverage will result in a benefit reduction of Covered Expense to 50% of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by His primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.

For the purposes of this provision, "Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

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- (1) group or blanket insurance, whether on an insured or self-funded basis;
- (2) hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis;
- (4) group labor management plans;
- (5) employee benefit organization plan;
- (6) professional association plans on a group basis;
- (7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
- (8) automobile no-fault coverage (unless prohibited by law).

### EXCLUSIONS

This Policy does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following even if the immediate cause of the loss is an accidental bodily Injury, unless otherwise covered under this policy by Additional Benefits:

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.
2. War or any act of war, declared or undeclared.
3. Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.
4. Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
5. Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.
6. Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.
7. Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
8. Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
9. Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.
10. Treatment of a hernia whether or not caused by a Covered Accident.
11. Treatment of Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, whether or not caused by a Covered Accident.
12. Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy.
13. Eyeglasses, contact lenses, hearing aids.
14. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
  - While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers

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## CLAIMS PROVISIONS

CONSERVATION COMMISSION

**NOTICE OF CLAIM:** Written notice of death or Injury must be given to the Company within 30 days after a Covered Loss begins or as soon as reasonably possible. Notice can be given to the Company at Berkley Accident and Health, 2445 Kuser Road Suite 201, Hamilton Square NJ 08690, Attn: Claims Department. Notice should include the Covered Person's name and address as well as this Policy Number. If written notice is not received within 30 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 30 day period; and
- 2) it is further shown that notice was given as soon as possible.

**CLAIM FORMS:** When the Company receives a notice of claim, the Company will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, Proof of Loss requirements stated below will be deemed to have been met if, within the Proof of Loss time period specified below, written proof of the nature and extent of the loss is submitted.

**PROOF OF LOSS:** Written proof of loss must be given to the Company within 180 days after the date of loss. If the proof of loss is not submitted within 180 day, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 180 day period; and
- 2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**TIME OF PAYMENT OF CLAIMS:** Benefits for loss covered by this Policy, other than benefits that require periodic payment, will be paid as soon as the Company receives proper written proof of such loss. Benefits for loss covered by this Policy that require periodic payment shall be paid monthly provided that the Company receives proper written proof of such loss.

**PAYMENT OF CLAIMS:** All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of this Policy entitled 'General Policy Provisions'. To receive proceeds, a beneficiary must be living on the earlier of the following dates: the date the Company receives proof of the loss of life; or the 10<sup>th</sup> day after the death.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision of this Policy entitled 'General Policy Provisions'.

**PHYSICAL EXAMINATIONS AND AUTOPSY:** We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**RECOVERY OF OVERPAYMENT:** If benefits are overpaid, or paid in error We have the right to recover the amount overpaid or paid in error by any of the following methods.

- 1) A request for lump sum payment of the amount overpaid or paid in error or
- 2) Reduction of any proceeds payable under this Policy by the amount overpaid or paid in error.

**SUBROGATION:** The Policyholder is required to investigate and prosecute all valid claims that it may have against third parties arising out of any claim for which benefits were paid by this Policy. The Policyholder shall account to the Company for all amounts recovered. If the Policyholder fails to pursue any action against a third party and the Company has made benefit payments under this Policy, the Company will be subrogated to all of the Policyholder's rights to make recoveries. However, the Company's Subrogation right is secondary to the Policyholder's right to be fully compensated for its damages. The Policyholder is required to cooperate fully and do all things necessary and required for the Company to pursue any action to recover against the third party; the

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scope of the Policyholder's cooperation shall include, without limitation, the execution of a Subrogation receipt or assignment in favor of the Company and the granting of authorization to the Company to commence litigation or other legal proceedings in the name of the Policyholder to seek recoveries from third parties. The Company agrees to pay its portion of the Policyholder's attorneys' fees or other costs associated with a claim or lawsuit to the extent that the Company recovers any portion of the benefits paid under this Policy pursuant to its Subrogation right.

### GENERAL POLICY PROVISIONS

**ENTIRE CONTRACT/CHANGES:** This Policy and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company.

Changes to this Policy may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

**TIME LIMIT ON CERTAIN DEFENSES:** In the absence of fraud, all statements made by the Policyholder or by a Covered Person shall be deemed representations and not warranties. No such statement shall be used to contest this Policy or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the person who made the statement, or to their beneficiary or representative. No such statement will be used to contest this Policy after this Policy has been in force for two years.

**ARBITRATION:** All disputes between the Policyholder and the Company shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association, except with regard to rules governing the selection of arbitrators. It is further stipulated that the arbitrator(s) shall, when adjudicating any dispute under this Policy, consider the terms and conditions of this Policy, applicable substantive law, and may, in the arbitrators' discretion, consider applicable custom and practice in the Accident and Health industry. All matters shall be decided by a panel of three (3) arbitrators, all of whom must be either current or former officers or directors of Life, Health and Accident insurers or current or former insurance brokers or administrators with substantial experience in the. Each party shall select its own party arbitrator and the parties' chosen arbitrators shall jointly select the third; in the event that the two party-arbitrators cannot agree on the third arbitrator, each party shall appoint three candidates, two of whom shall be stricken by the other party, and the third arbitrator shall thereafter be chosen from the remaining two candidates by the drawing of lots. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of this Policy. The arbitrators shall have no power or authority to award punitive or exemplary damages. Any arbitration shall be confidential, and except as required by law, neither party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. The parties hereto may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision. This provision will survive the termination or expiration of this Policy.

**CLERICAL ERROR:** Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

**CONFORMITY WITH STATE STATUTES:** Any provision of this Policy in conflict on its effective date with the laws of the State of Issue indicated on the front page of this Policy is amended to conform to the minimum requirements of such laws.

**DESIGNATION OR CHANGE OF BENEFICIARY:** Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order of preference:

- 1) Beneficiaries designated in writing by the Covered Person for this Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
  - a) a Covered Person's lawful spouse, if not legally separated or divorced, or Domestic Partner;
  - b) a Covered Person's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Covered Person has or had legal guardianship (proof will be required); or
  - c) a Covered Person's parents, whether natural, step or adoptive; otherwise.
- 4) The estate of the Covered Person.

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A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Dependent's beneficiary is the Covered Person. If no beneficiary is living on the date of a Dependent's death, the beneficiary is the Covered Person's estate.

**ASSIGNMENT:** No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

**INSOLVENCY:** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in this Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under this Policy.

**LEGAL ACTION:** All Policy terms will be interpreted under the laws of the state in which this Policy was issued. No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

**MISSTATED DATA:** The Company has relied upon the underwriting information provided by the Policyholder, its Third Party Administrator or other Agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates, Deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, Deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.

**WAIVER:** Failure of the Company to strictly enforce its rights under this Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

**WORKERS' COMPENSATION:** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**SCHEDULE OF BENEFITS**

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**POLICYHOLDER:** Guard Up, Inc.

**POLICY EFFECTIVE DATE:** 8/17/2010

**POLICY NUMBER:** PAI L00200680-001

**PREMIUM DUE DATE:** Annual in advance

**POLICY PERIOD:** 08/17/10 - 08/17/11

**CLASSES OF ELIGIBLE PERSONS:**

Class 1 All Participants and Staff of the Policyholder's martial arts studio

**PREMIUMS – \$150.45**

**HAZARDS INSURED AGAINST:**

<u>Class</u>	<u>Description of Hazard</u>
Class 1	Sports Coverage

**Covered Activity(ies):** Martial Arts Activities

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

<b>Class 1 Principal Sum:</b>	\$50,000.00
<b>Time Period for Loss:</b>	365 days from the date of the Accident

**ACCIDENT MEDICAL AND DENTAL EXPENSE BENEFIT**

<b>Total Benefit Maximum for all Accident Medical:</b>	\$100,000.00
<b>Loss Period (first Covered Expenses must be incurred within):</b>	90 days after the Covered Accident.
<b>Benefit Period:</b>	1 Year
<b>Deductible:</b>	\$250.00
<b>Terms of Payment</b>	Full Excess

Accident Medical Expense benefits may be available on an allocated or unallocated basis as shown, that is to say there may be specific limits or coinsurance rates on certain Covered Expenses (allocated) or all Covered Expenses may be subject to the same maximum limit and coinsurance factor (unallocated).

Any Deductibles, Coinsurance, Co-payments, Benefit Periods, and Benefit Maximums apply on a per Covered Person, per Covered Accident basis.

# Berkley Life and Health Insurance Company

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Urbandale, Iowa

Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690

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A Berkley Company

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## MASSACHUSETTS RIDER

This Rider is attached to and made a part of PAI L00200680-001 issued to Guard Up, Inc. . The Policy/Certificate are hereby amended for Massachusetts as follows:

Any requirement for medical treatment or services to be subjected to a Medically Necessary determination is deleted.

### **DEFINITIONS**

The definition of **MEDICALLY NECESSARY** is deleted.

The definition of **PHYSICIAN** is amended to also include a psychotherapist, optometrist, podiatrist, certified nurse midwife, nurse anesthetist and nurse practitioner.

### **TERMINATION OF INSURANCE**

The following provision is added:

#### **State Continuation of Coverage**

A Covered Person, Covered Dependent spouse and Covered Dependent Children, upon involuntary loss of employment or death of the Covered Person, may elect to continue participation by giving at least thirty days written notice thereof to the Policyholder. Such Covered Person, surviving Dependent spouse or Dependent Child, is responsible for the payment of the whole premium due for such coverage. The coverage so continued will include the Dependent spouse and such Dependent Children as would otherwise be terminated. Continuation will cease on the earlier of:

- 1) The date the Covered Person, Dependent spouse and Dependent Children become eligible for coverage under a group health plan;
- 2) Failure to make timely premium payment;
- 3) Thirty nine weeks from the date of involuntary loss of employment or death;
- 4) Ninety days from the date of involuntary loss of employment due to a plant closing or covered partial closing.

A Covered Dependent spouse under the Policy, in the event of dissolution of marriage or legal separation may elect to continue coverage without additional premium or evidence of insurability. Continuation will cease on the earlier of:

- 1) The date the Covered Person or the former spouse remarries;
- 2) Failure to make timely premium payment;
- 3) The date provided by the judgment.

### **DESCRIPTION OF BENEFITS**

The following benefits shall always be included in the list of Covered Medical Expenses under the Accident Medical and Dental Expense Benefit, subject to the same terms and conditions:

- 1) Charges for chiropractic services;
- 2) Charges for emergency care provided for a Medical Emergency;

3) Charges incurred for Home Care Services. As used in this benefit "Home Care Services" mean health care services for a patient provided by a public or private home health agency which meets the standards of service of the purchaser of service, provided in a patient's residence; provided, however, that such residence is neither a Hospital nor an institution primarily engaged in providing skilled nursing or rehabilitation services. Such services shall include, but not be limited to, nursing and physical therapy. Additional services such as occupational therapy, speech therapy, medical social work, nutritional consultation, the services of a home health aid and the use of durable medical equipment and supplies shall be provided to the extent such additional services are determined to be a necessary component of such nursing and physical therapy. Benefits for home care services shall apply only when such services are necessary and provided in conjunction with a Physician approved home health services plan.

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**CLAIMS PROVISIONS**

Our right to have an **AUTOPSY** performed is deleted.

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The **TIME OF PAYMENT OF CLAIMS** provision is replaced with the following:

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Benefits for loss covered by the Policy will be paid as soon as We or Our authorized representative receive proper written proof of such loss. Within 45 days from such receipt of proof of loss if payment is not made We shall notify the claimant in writing specifying the reasons for the nonpayment or whatever further documentation is necessary for payment of such claim within the terms of the Policy. If We fail to comply with this provision, We shall pay, in addition to any benefits which inure to such claimant or provider, interest on such benefits, which shall accrue beginning 45 days after Our receipt of proof of loss at the rate of 1 ½% per month, not to exceed 18% per year. The provisions of this paragraph relating to interest payments shall not apply to a claim which We are investigating because of suspected fraud. Benefits for loss covered by the Policy that require periodic payment shall be paid monthly provided that We or Our authorized representative receive proper written proof of such loss.

Signed for the Company:



President

Secretary

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**BERKLEY LIFE AND HEALTH INSURANCE COMPANY  
PRIVACY NOTICE**

CONSERVATION COMMISSION

Berkley Life and Health Insurance Company (the "Company"), a member company of the W. R. Berkley Corporation ("Berkley") group of companies and each other member of the Berkley group of companies ("Affiliates") understands our customers' concern about privacy of their information collected by the Company. Our Company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using the terms "us," "we," or "our." The law requires that we send you a notice describing our privacy policy and how we treat the nonpublic personal information about our customers that we receive in connection with our business (Information").

**Why We Collect and How We Use Information.**

We collect and use Information for business purposes with respect to our insurance products and services and other business relations involving our customers. We gather this Information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about you as may be required or permitted by law.

Your insurance agent or broker also collects this Information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use Information to offer you other products or services that we or our Affiliates provide.

**How We Collect Information.**

Most Information collected by us is provided by you or your insurance agent or broker to us. We obtain Information from (i) applications or other forms submitted by you, your insurance agent or broker or your authorized representatives to us and our Affiliates, and (ii) your transactions with us or our Affiliates. We may also obtain Information from other sources such as (i) consumer reporting agencies, (ii) other institutions or information services providers, (iii) employers, (iv) other insurers, or (v) your family members.

**Information We Disclose.**

We disclose any Information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (i) Information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, social security numbers, assets, employer information, salaries, etc., (ii) Information about your transactions with us and our Affiliates, such as policy coverages, premiums, payment history, etc., and (iii) Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

**To Whom We Disclose Information.**

We may, as permitted or required by applicable law, disclose your Information to nonaffiliated third parties, such as (i) your insurance agent or broker, (ii) independent claims adjusters, (iii) insurance support organizations, (iv) processing companies, (v) actuarial organizations, (vi) law firms, (vii) other insurance companies involved in an insurance transaction with you, (viii) law enforcement, regulatory, or governmental agencies, (ix) courts or parties therein pursuant to a subpoena or court order, (x) businesses with whom we have a marketing agreement, or (xi) our Affiliates.

We may share Information with our Affiliates so that they may offer you products and services from the Berkley group of companies or to analyze our book of business and to consolidate necessary information. We do not disclose Information to other companies or organizations not affiliated with us for the purpose of using Information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

**How We Protect Information.**

We require our employees to protect the confidentiality of Information as required by applicable law. Access to Information by our employees is limited to administering, offering, servicing, processing or maintaining of our products and services. We also maintain physical, electronic and procedural safeguards designed to protect Information. When we share or provide Information to other persons or organizations, we contractually obligate them, if required by law, to treat Information as confidential and conform to our privacy policy and applicable laws and regulations.

**Correction and Access to Information.**

Upon our receipt of your written request to us at Berkley Life and Health Insurance Company, 475 Steamboat Road, Greenwich, Connecticut 06836-2519 we will, generally, make available Information for your review. If you believe the Information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such Information if required by applicable law.

**Requirements for Privacy Notice.**

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please write to us at 475 Steamboat Road, Greenwich, Connecticut 06836-2519.

Revised: February 7, 2006

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CONSERVATION COMMISSION

DATE (MM/DD/YY)  
8/13/2010

PRODUCER  
**FOR SERVICE CALL:**  
FRANCIS L. DEAN & ASSOCIATES, INC.  
1776 S. NAPERVILLE RD., BLDG. B  
P.O. BOX 4200  
WHEATON, IL 60189  
(800) 745-2409  
www.fdean.com

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**COMPANIES AFFORDING COVERAGE**

COMPANY A RIVERPORT INSURANCE COMPANY

COMPANY B RECEIVED

COMPANY C DEC 13 2010

COMPANY D CONSERVATION COMMISSION

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION  
(PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:  
  
Guard Up, Inc.  
59 Dunster Road  
Bedford, MA 01730 CERT. #AP129518-00

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	WRD 180035	8/17/2010	8/17/2011	GENERAL AGGREGATE \$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 1,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000.00
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				FIRE DAMAGE (Any one fire) \$ 300,000.00
					MED EXP (Any one person) \$ 5,000.00
					COMBINED SINGLE LIMIT \$
	<b>AUTOMOBILE LIABILITY</b>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	<b>OTHER</b>				
	Total Certificate Premium:				\$321.30

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Martial Arts Activities

**CERTIFICATE HOLDER**

Guard Up, Inc.  
59 Dunster Road  
Bedford, MA 01730

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

Francis L. Dean

# ADDITIONAL INSURED

Date (MM/DD/YY)  
8/13/2010

<b>AGENCY</b>	PHONE (A/C, No, Ext): <b>800-745-2409</b> FAX (A/C, No.): <b>630-665-7294</b>	<b>APPLICANT (First Named Insured)</b>	Phone (A/C, No, Ext): <div style="text-align: right; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: right; font-weight: bold; font-size: 1.5em;">DEC 13 2010</div>
FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60187		Guard Up, Inc. 59 Dunster Road Bedford, MA 01730	CONSERVATION COMMISSION
CODE: AGENCY CUSTOMER ID	SUBCODE: POLICY NUMBER: WRD 180035 ACCOUNT NUMBER:	EFFECTIVE DATE: 8/17/2010 EXPIRATION DATE: 8/17/2011 CO/PLAN:	

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER								
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Seaver Construction 59 Russell Street  Woburn, MA 01801			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>LOCATION:</td><td>BUILDING:</td></tr> <tr><td>VEHICLE:</td><td>BOAT:</td></tr> <tr><td colspan="2">SCHEDULED ITEM NUMBER:</td></tr> <tr><td colspan="2">OTHER</td></tr> </table>	LOCATION:	BUILDING:	VEHICLE:	BOAT:	SCHEDULED ITEM NUMBER:		OTHER	
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# Appendix C

## Estimated Camp Budget

# Guard Up 2011 Budget - Overnight and Day Camps Westford

Revenue Breakout			
	# Camper #	Weeks	Avg Tuition
Overnight	56	5	\$1,100
Day	50	5	\$500

campers per week

Projected Campers	Overnight	Day
Revenue	56	50
Costs	\$ 308,000	\$ 125,000
Camp Rent	\$ 6,000	\$ 6,000
Camp Upgrades	\$ 5,000	\$ 5,000
Food Plan	\$ 69,800	\$ 11,000
Parents Event Food	\$ 750	
Training Week Food	\$ 3,400	\$ 2,100
Payroll - Staff	\$ 22,648	\$ 18,604
Payroll - Counselors	\$ 42,000	\$ 10,500
Payroll - Offseason	\$ 20,160	\$ 10,080
Payroll - Training Week	\$ 6,048	\$ 3,024
Required Certifications	\$ 1,300	\$ 455
Licensing & Permits	\$ 250	\$ 250
Camp Operational Equipment	\$ 6,000	
Liability Insurance	\$ 1,260	\$ 1,125
Marketing	\$ 5,500	\$ 3,250
Membership & Training	\$ 375	\$ 375
Field Trips	\$ 2,000	\$ 2,000
Shower Trailer Rental	\$ 15,500	
Bathroom Rental	\$ 3,000	\$ 3,000
Low Income Program*	\$ 5,000	\$ 6,000
Camp Fairs	\$ 700	\$ 700
Merchant Fees	\$ 1,674	\$ 925
Mileage	\$ 1,500	\$ 500
Day Camp Transportation	\$	\$ 5,000
Supplies	\$ 5,000	\$ 5,000
<b>Total Costs</b>	<b>\$ 224,865</b>	<b>\$ 94,888</b>
<b>Net Profit</b>	<b>\$ 83,135</b>	<b>\$ 30,112</b>

NOTE: Rent is distributed across BOTH Overnight and Day camp as we will run both types of camps at EBC

Director/Nurse/Admin etc.

CORI/SORI/CPR/First Aid/Life Guard etc.

\*Note: This is a minimum guaranteed commitment of 10% of Profit for Low Income. This number can increase according to fundraising efforts. Props, consumables, etc.

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CONSERVATION COMMISSION