



Town of Dennis

P.O. Box 2060, South Dennis, MA 02660-2060
Telephone: 508-394-8300, Fax: 508-394-8309

December 5, 2007

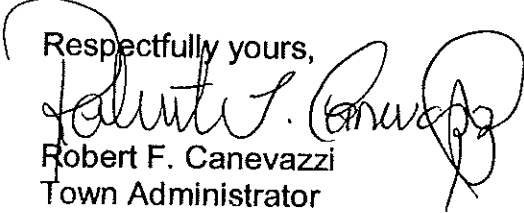
John Lipman, Chief Planner/Deputy Director
Cape Cod Commission
P.O. Box 226
Barnstable, MA 02630

Dear Mr. Lipman:

Enclosed please find two (2) copies of the agreement between the Town of Dennis and Barnstable County for the Dennisport Design Charrette project.

On behalf of the Dennis Board of Selectmen and the Dennisport Revitalization Committee, I want thank you and your staff for awarding LCP Implementation grant funding for this project. This funding will greatly assist the Committee's efforts to guide short and long range development and revitalization in the village of Dennisport.

Respectfully yours,


Robert F. Canevazzi
Town Administrator

/rfc

enclosure

cc: T. Huettner
D. Fortier
M. Gibbs
R. Buffington
Board of Selectmen



CAPE COD COMMISSION

3225 MAIN STREET
P.O. BOX 226
BARNSTABLE, MA 02630
(508) 362-3828
FAX (508) 362-3136
E-mail: frontdesk@capecodcommission.org

November 28, 2007

Mr. Daniel Fortier
Town Planner
Town of Dennis
P.O. Box 2060
South Dennis, MA 02660-1614

Dear Dan:

Attached is the contract for the Dennisport Revitalization Committee's charrette under Barnstable County's LCP Implementation Grant. Please have you chief elected official sign and return two copies. The third one is for your records.

Barnstable County is pleased to award the Town of Dennis funding for this important effort, and we look forward to working as a partner with you in its successful implementation.

Sincerely,

John Lipman
Chief Planner/Deputy Director

Cc: Barnstable County Commissioners
Brad Crowell, Cape Cod Commission
Nancy Hossfeld, Cape Cod Commission



Memorandum of Agreement
Between

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Town of Dennis
P.O. Box 2060
South Dennis, MA 02660-1614

This Memorandum of Agreement (Agreement) is entered into this 21st day of November 2007 by and between Lance Lambros, Mary J. LeClair and William Doherty as they are the Commissioners of Barnstable County (hereafter referred to as the "County") and the Town of Dennis (hereafter referred to as the "Town.")

Whereas the County has made funding available for growth management initiatives including planning grants to towns to promote the LCP Implementation program, and

Whereas, proposals were solicited for projects qualifying for use of these funds, and

Whereas, the Town was selected to receive funding for this purpose.

Now therefore the Town enters into this Memorandum of Agreement with the County.

1. RESPONSIBILITIES OF THE TOWN

- A. The Town agrees to perform work and/or services as outlined in Attachment A, which is incorporated herein by reference.
- B. The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.
- C. The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COUNTY

The County will act by and through the Cape Cod Commission on all matters concerning this grant with John Lipman acting as project manager. The County agrees to provide the Town with funds in an amount not to exceed \$25,000.00 for expenses incurred in connection with this Agreement. The Town will submit

written requests for payment, which will include copies of all vendor invoices and deliverables, as required.

3. DURATION

- A. This Memorandum of Agreement shall be effective until June 30, 2008 unless an extension in time is agreed to in writing by both parties.
- B. Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Town shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. AUTHORIZED SIGNATORIES

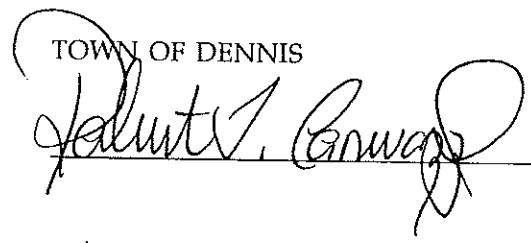
The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT


This Agreement shall take effect as an integrated instrument.

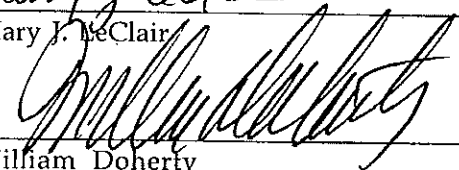
IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this 21st day of November in the year two thousand and seven.

BARNSTABLE COUNTY COMMISSIONERS

TOWN OF DENNIS



 Lance Lambros, Chairman


 Mary J. McClair


 William Doherty

12-5-07
 Date

11-21-07
 Date

DENNISPORT REVITALIZATION COMMITTEE

DESIGN CHARRETTE 2007

SCOPE OF WORK

The Dennisport Revitalization Committee in fulfillment of its charge from the Selectmen of the Town of Dennis shall hold a design charrette as shown on the attached timeline. The event will address and develop an actionable vision plan and associated agreements as may be necessary to implement sustainable solutions to pressing issues such as;

- impact of recent planning and zoning changes
- pending downtown redevelopment and investment
- affordable housing and associated impacts
- economic vitality
- water and wastewater planning issues
- open space and resource land identification and utilization
- bicycle and pedestrian safety
- traffic and transportation connectivity
- energy efficiency of existing infrastructure
- and renewable energy adaptation in Dennisport and surrounds where applicable

These benefits will be implemented in Dennisport and, where applicable, its surrounds.

GOAL

To produce a holistic design charrette on Dennisport which will create schematic planning documents and related outline specifications to guide development of the sustainable revitalization of Dennisport and surrounds.

PURPOSES

The purposes of the design charrette are (1) to bridge the gap between known and unknown factors which limit opportunities for revitalization; (2) to coordinate the interests and efforts of many interested stakeholders; (3) to build on recent efforts by the Town of Dennis, which include the Local Comprehensive Plan, the Downtown Dennisport Streetscape Master Plan, the recently adopted mixed use zoning by-law, the recently acquired seventeen acres of open space, and the new town library in the village center; and (4) to find sustainable solutions to those areas of concern outlined in the Scope of Work.

TASK LIST

The DRC, in cooperation with the town planner, will retain a certified design charrette facilitator (or equivalent) to design and manage a two and a half day event.

Tasks are identified on the attached Task List (see addendum 1), and are divided into expected areas of responsibility, as follows: DRC in cooperation with Dan Fortier, Town Planner, the charrette designer and facilitator, and charrette participant(s). The tasks specified are subject to negotiation with providers.

The DRC, with the cooperation of the Town, will produce the event and document the results.

HOW TO PROCEED

Following a series of preliminary meetings with town officials and regulatory stakeholders we will invite appropriate public and private interested parties and contract with technical expert advisers for a two and a half day working seminar charrette which will address the situation in a comprehensive way and frame a workable solution for immediate public and private implementation and create the actionable vision plan and associated agreements.

FOLLOW UP

A follow-up action plan will be developed to evaluate progress and maintain a forum to ensure adherence of the accepted design intention as well as to evaluate the effectiveness of the charrette summary documents.

Dennisport Revitalization Committee Design Charrette Task List and Time Line

| Task | Month | | | | Month | | | | Month | | | | Month | | | | Month | | | | Month | | | |
|------------------------------|-------|---|---|---|-------|---|---|---|-------|---|---|---|-------|---|---|---|-------|---|---|---|-------|---|---|---|
| | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Week | | | | | | | | | | | | | | | | | | | | | | | | |
| DRC Meetings | Δ | | | | | | | | | | | | | | | | | | | | | | | |
| Secure Funding | Δ | | | | | | | | | | | | | | | | | | | | | | | |
| Produce Stakeholder Meetings | Δ | | | | | | | | | | | | | | | | | | | | | | | |
| Retain Facilitator | | | | | | | | | | | | | | | | | | | | | | | | |
| Engage Stakeholders | | | | | | | | | | | | | | | | | | | | | | | | |
| Design Charrette | | | | | | | | | | | | | | | | | | | | | | | | |
| Identify Participants | | | | | | | | | | | | | | | | | | | | | | | | |
| Set Up Facilities | | | | | | | | | | | | | | | | | | | | | | | | |
| Invite Participants | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare Background Materials | | | | | | | | | | | | | | | | | | | | | | | | |
| Provide Contextual Materials | | | | | | | | | | | | | | | | | | | | | | | | |
| Advertise and Host Charrette | | | | | | | | | | | | | | | | | | | | | | | | |
| Participate in Event | | | | | | | | | | | | | | | | | | | | | | | | |
| Produce Planning Documents | | | | | | | | | | | | | | | | | | | | | | | | |
| Compile Summary Document | | | | | | | | | | | | | | | | | | | | | | | | |

BUDGET

INCOME

CCRPP Planning Funds Grant \$25,000

EXPENSES

| | | |
|--|--------------------------|----------------|
| Event Facilities | Two days | \$1,500 |
| Food Service | \$35 x 25 pers. X 2 days | 1,750 |
| Accommodations | 10 pers. @\$150 x 2 days | 3,000 |
| Miscellaneous Administrative Expenses | | 500 |
| Event fees | | |
| Master Plan & Technical Consultation | | 8,000 |
| Advertise & Prepare Background Materials | | 1,000 |
| Report Documentation | | 1,500 |
| Legal Documents | | 3,500 |
| Secretarial | | 1,000 |
| Follow up Action Plan | | 3,250 |
| | Total Expenses | <hr/> \$25,000 |

Submitted by:

Dennisport Revitalization Committee
Henry G. Bowen co-chair *HGB*
Thomas E. Huettner co-chair *TH*
Carlyn M. Carey
Alex P. Kennedy
Leonard H. Phelan

Addendum #1

Task List

DRC with Town Planner

Secure funding

Produce schedule of, and attend, stakeholder events and meetings

Advertise and host event

Set up facilities

Compile and publish event summary documents

Hire Design Charrette Facilitator

Design Charrette Facilitator

Design the charrette and invite the participant(s)

Engage stakeholders with respect to the design of the charrette

DRC, Town Planner, Design Charrette Facilitator

Identify charrette participant(s)

Prepare background materials

Provide contextual information

Charrette Participant(s)

Participate in 2 ½ day event

Produce schematic planning documents (e.g., maps, drawings) and related outline specifications (e.g., X number of units of affordable housing, Y miles of bike trails)