

CITY OF BURLINGTON and CHAMPLAIN COLLEGE INCORPORATED
MEMORANDUM OF UNDERSTANDING AND AGREEMENT
RE: 2009 Zoning Amendments

This Memorandum of Understanding and Agreement, made and entered into this ____ day of March, 2009, by and between the City of Burlington, a Vermont municipal corporation (“City”), and Champlain College Incorporated, a Vermont institution of higher education (“Champlain”).

W I T N E S S E T H:

WHEREAS, the City and Champlain entered into a Memorandum of Understanding and Agreement dated October 27, 1994, with a twenty year duration, relating to a fundamental principle that it would be most desirable to allow Champlain opportunity for reasonable growth in identified areas while simultaneously establishing definitive boundaries concerning such campus in recognition of the desire to preserve the surrounding residential neighborhoods, and so parking and traffic can be dealt with in the most efficient fashion; and

WHEREAS, the City and Champlain entered into a Memorandum of Understanding, dated June 2, 2008, relating to matters, including without limitation, acquisition and development of the Eagles club site;

WHEREAS Champlain has acquired the Ethan Allen Club for institutional use and development, with the support of the City;

WHEREAS, Champlain has created at the City's request, with City and community input, a Master Plan for its future growth and development;

WHEREAS, during the process of considering zoning changes related to development on or near Champlain property consistent with the Champlain Master Plan, several concerns

arose about the potential impact of Champlain development on the surrounding neighborhood;
and

WHEREAS, it remains in the best interest of both the City and Champlain that an agreement be reached which will provide to both entities and to the Champlain neighborhood opportunity to co-exist in the most advantageous manner possible;

NOW THEREFORE, IT IS AGREED by and between the City and Champlain as follows:

1. Enrollment: Champlain's enrollment of full time traditional undergraduate students in Burlington shall not exceed 2000 as of the Spring Census date in January of each year, during the duration of this Agreement. The designation, "traditional full-time undergraduate students" does not include graduate students and Continuing Professional Studies students (CPS or Adult).
2. Harrington Terrace/Jackson Court: Notwithstanding Section 8 of the 1994 MOU, the City and Champlain agree that neither party has any current intent to recommend rezoning of Harrington Terrace or Jackson Court. The parties agree that if either the City or Champlain proposes to rezone those streets there will be a neighborhood process to consider such a proposal. Champlain confirms its commitment in Section 8 of the 1994 MOU that it shall not acquire and/or utilize properties located on either of such streets for its institutional purposes.
3. Buffer West of South Willard: Champlain and the City agree to enter into a mutually agreeable enforceable legal mechanism providing that a 100-ft buffer will be created along the western boundary of all current and future Champlain owned properties west of South Willard Street and south of Maple Street, where

no new buildings will be constructed, as shown on Exhibit ____ attached hereto.

Said agreement shall not prohibit the restoration and use of the existing carriage house and relocation of the existing caretaker's cottage within the buffer which shall be subject to DRB approval.

4. Acquisition/Divestment of Properties: Champlain agrees that upon reaching its objective of housing all of its students, it will consider divesting certain properties located outside of institutional zoning district, specifically: North House, 44 South Willard St.; Sanders Hall, 368 College St.; and South House, 363 South Willard Street.
5. Student Housing:
 - a. Proposed Building D on Skiff lot: Champlain agrees to continue discussions with neighbors living near the proposed Building D on Champlain's Core Campus. Those discussions will include issues of density and view.
 - b. The City and Champlain will immediately enter into discussions regarding the timing and sequencing of new development by Champlain as contemplated in the Master Plan and to review the City's request that Champlain provide student housing for all of its students. Those discussions will include the number and location of off-campus student housing facilities.
6. Parking/Traffic: The City supports Champlain's goals of a car free campus and eliminating the surface parking lots on its core campus. Champlain will continue to implement a parking management program, shuttle bus system, car rental program and other approaches to address parking and transportation issues.

7. Quality of Life: Champlain will continue to provide security for its on and off campus student housing facilities. Champlain shall maintain and publicize a complaint system to enable anyone aggrieved by the actions of Champlain students to notify the Champlain administration so that appropriate investigation and action will be taken to address the matter.
8. Non-Residential Facilities: The City and Champlain will enter into discussions to consider the type and appropriate locations of Champlain non-residential facilities.
9. Effectiveness/Duration:

The duration of this Agreement shall coincide with the duration of the 1994 Agreement, so that the obligations stated herein shall expire on October 27, 2014.

IN WITNESS WHEREOF, the City and Champlain have executed this Agreement through the signatures of their duly authorized officers as of the day and date first above written.

THE CITY OF BURLINGTON

 Witness

By: _____
 Mayor Bob Kiss
 Duly Authorized

 Witness

STATE OF VERMONT
 COUNTY of CHITTENDEN, SS.

At Burlington, in said County, this _____ day of March, 2009, Bob Kiss, Mayor, Duly Authorized Agent of the City of Burlington, personally appeared and he acknowledged this

instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the City of Burlington.

Before me, _____
Notary Public

Commission Expires

CHAMPLAIN COLLEGE, INC.

By: _____

Duly Authorized

Witness

Witness

STATE OF VERMONT
COUNTY of CHITTENDEN, SS.

At Burlington, in said County, this ____ day of March, 2009, _____,
Duly Authorized Agent of the Champlain College, Inc., personally appeared and he/she
acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and
deed, and the free act and deed of the Champlain College, Inc.

Before me, _____
Notary Public

Commission Expires