

CITY OF BURLINGTON AND UNIVERSITY OF VERMONT  
MEMORANDUM OF AGREEMENT  
RE: 2009 ZONING AMENDMENTS

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is executed by and between Daniel M. Fogel, as President and on behalf of the University of Vermont and State Agricultural College (“UVM”) and Bob Kiss, as Mayor and on behalf of the City of Burlington, Vermont (“the City”) (collectively, “the parties”).

WHEREAS, UVM has proposed several amendments to the City’s zoning ordinance that will enhance development capacity on the UVM Campus; and

WHEREAS, during the process of considering zoning changes related to development on the UVM Campus consistent with the UVM Master Plan, concerns arose about the impact of student housing on residential neighborhoods throughout the City; and

WHEREAS, it is in the best interest of both the City and UVM that an agreement be reached to address those concerns;

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

1. UVM will diligently pursue permits and construction to allow utilization of McAuley Hall for 163 student beds, with a goal of having those beds available Fall 2009.
2. UVM will diligently pursue permits and construction to develop, likely through a third party developer, 400 new beds in an apartment style project on the Redstone campus, in some other location within the institutional districts defined in the Burlington zoning ordinance in effect on March 9, 2009, or outside the boundaries of the City of Burlington, with a goal of having those beds available Fall 2011.

3. After Fall 2009 and continuing throughout the duration of this agreement, UVM agrees to provide, by its own means or by working with a third party developer, student housing within the institutional districts defined in the City zoning ordinance in effect on March 9, 2009, or outside the boundaries of the City of Burlington on a 1:1 basis relative to increased enrollment of undergraduate students beyond the number enrolled in Fall 2009.
  - a. For the purposes of this agreement undergraduate students are defined as those who are enrolled in an undergraduate degree program for at least 9 credit hours per semester and have not yet earned a baccalaureate degree.
  - b. The City agrees that the 1:1 requirement would be applicable over a two year time frame. For example, in the Fall of 2011 UVM would certify that the total increased enrollment of undergraduate students between Fall 2009 and Fall 2011 has been matched by the same number of new student beds as described above.
4. UVM agrees to identify the number and where UVM students live off-campus based on information reasonably available to UVM, to enable the City and UVM to work together to address impacts on neighborhoods.
5. City and UVM agree to work together to identify and support potential sites for student housing, including future student housing development on campus within the enhanced capacity for development provided by the amendments to the zoning ordinance. UVM will also explore the creation of incentives for some students to live at home or outside of Burlington in order to mitigate the need to build additional student housing.
6. City and UVM specifically agree to make good faith efforts to work together to address impediments to developing new student housing, classroom and office space, and

other University facilities on the Redstone Campus and the Trinity Campus in a cost effective, economically viable manner.

7. The City and UVM will continue to make good faith efforts to work together to reduce the current impact of UVM students on neighborhoods.

8. Beginning in 2010, UVM shall provide an annual progress report to the City by June 30 of each year based on its commitments contained in this Agreement.

9. The commitments of the City and UVM specified in this Agreement shall only be effective if the City does not include the On-Campus Student Housing Requirements proposal recommended by the Planning Commission in the currently pending amendment of its zoning ordinance.

10. This Agreement shall become null and void if during the duration of this Agreement the City enacts any ordinance amendment or other mandate that requires UVM to create additional student housing.

11. The duration of this Agreement shall extend until June 30, 2015 and may be extended by joint agreement of the parties for an additional five years.

12. The following agreements entered into between the parties shall remain in full force and effect:

a. Agreement entered into on November 6, 2000, relating to various matters.

b. Agreement for Payment in Lieu of Taxes entered into on March 16, 1989, as amended on May 31, 2001.

c. Letter of Agreement entered into on September 26, 2007, relating to payment for services.

13. This Agreement shall be effective as of the date of its execution by the second party.

14. A copy of notices given under this Agreement shall be delivered as follows:

To the City: City of Burlington  
City Attorney  
City Hall, 149 Church St., Suite 11  
Burlington, Vt. 05401

To UVM: University of Vermont  
General Counsel  
Office of the General Counsel  
357 Waterman Bldg.  
Burlington, Vt. 05405

15. No modification to this Agreement shall be effective unless memorialized in writing and signed and dated by duly authorized agents of each party.

16. This Agreement shall be interpreted in accordance with the laws of the State

**AGREED:**

FOR THE UNIVERSITY OF VERMONT AND  
STATE AGRICULTURAL COLLEGE:

\_\_\_\_\_ Date: \_\_\_\_\_  
Daniel M. Fogel, President

FOR THE CITY OF BURLINGTON:

\_\_\_\_\_ Date: \_\_\_\_\_  
Bob Kiss, Mayor