

**CITY OF BURLINGTON AND UNIVERSITY OF VERMONT**  
**MEMORANDUM OF UNDERSTANDING REGARDING HOUSING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is executed on behalf of the City of Burlington, Vermont (the City”) and The University of Vermont and State Agricultural College (“UVM”), collectively “the Parties.”

WHEREAS, the City has earned a reputation as one of the most livable cities in the country on account of its strong economy, attractive educational, arts and cultural opportunities, and amazing natural beauty; and

WHEREAS, UVM is recognized as a premier public research university and flagship campus for the State of Vermont attracting the best and brightest students from around the world to its campus and the City; and

WHEREAS, the City—like much of the State of Vermont—is experiencing a severe housing shortage on account of its and UVM’s attractive reputations as well as broader changes in the composition of households; and

WHEREAS, an inadequate number of new housing units being constructed has exacerbated the City’s long-term housing shortage, and only efforts on the part of numerous stakeholders will resolve this shortage; and

WHEREAS, UVM students, living on- and off-campus, comprise nearly one quarter (1/4) of the population of the City and, therefore, their presence is a component of both the City’s economic strength and its housing needs; and

WHEREAS, from 2009 to 2021 UVM, with its housing partners, created enough additional housing units to keep pace with modest growth in enrollment and wishes to provide additional housing in the future toward the goal of helping to provide some relief for the very challenging Burlington housing market; and

WHEREAS, the City, by and through its elected and appointed officials, has legal and regulatory authority over the City of Burlington; and

WHEREAS, UVM, by and through its Board of Trustees and the University officials to whom the Board of Trustees has delegated its authority, has legal and administrative authority over matters of academic and student affairs, including student enrollment and student housing; and

WHEREAS, UVM is currently constructing housing for graduate students, faculty, and staff, including approximately 620 beds at Catamount Run in South Burlington; and

WHEREAS, UVM has also initiated development of new Undergraduate Student housing, including approximately 540 beds for undergraduates at Catamount Woods in South Burlington; and

WHEREAS, the City and UVM desire to work together in good faith to create more housing on and around UVM’s campus primarily for undergraduate students, and changes to the City’s zoning ordinances are essential in this regard;

NOW THEREFORE, the City and UVM set forth the following mutual terms and understandings:

1. **Definitions.** For purposes of this MOU, the following terms shall have the following meanings and will be capitalized when used herein:

*Available Beds* means the total number of beds for UVM Undergraduate Students made available, or for which a contract for construction has been executed, as a result of efforts on the part of UVM through any of the following methods:

- Existing on-campus housing
- Newly constructed on- or off-campus housing
- Leasing additional newly constructed or currently existing off-campus housing units within Chittenden County for the specific purposes of housing Undergraduate Students

*Baseline* means the number of UVM Undergraduate Students enrolled on the 2023 Census Date.

*Census Date* means September 30 of each academic year.

*Force Majeure Event* means any unavoidable circumstance beyond the control of a Party, and which renders a Party unable to perform its commitment(s) set forth in this MOU. Such circumstances include, but are not limited to, any strike, closure, epidemic or pandemic, major regional or national financial disruption, natural disaster, explosion, fire, flood, accident, war, act of terror, riot, insurgency, or any other similar event which renders a Party unable to perform the commitments set forth in this MOU.

*Undergraduate Students* means full-time, degree-seeking undergraduate students who are enrolled in 12 or more credit hours at UVM on the Census Date of a given academic year and who attend some or all their classes on the UVM campus.

2. **UVM's Housing Increase Commitment.** If and when the City approves an amendment or series of amendments to zoning as described in Paragraph 6 of this MOU, UVM will increase the number of Available Beds by an amount that is at least 1.5 times the increase in the number of Undergraduate Students over and above the Baseline, as measured at the annual Census Date, for the duration of this MOU. UVM will accomplish the increase in Available Beds within twelve months of the date of the census that indicates that the number of Undergraduate Students has increased above the Baseline.
3. **Consequence of Force Majeure Event.** If a Force Majeure Event prevents UVM's meeting the terms of its commitment, UVM will not be said to have fallen short of its commitment if it can demonstrate its good faith efforts to meet the terms described in paragraph 2 of this MOU. UVM will provide the City with relevant documentation to establish its good faith efforts if UVM fails to fulfill its commitment by September 30, 2028.
4. **Overall Impact on Housing Market.** UVM and the City expect that UVM's commitments articulated in this MOU will positively impact the City's challenging housing market by increasing the number of beds available to its Undergraduate Students and also providing housing options for graduate students. The intention is to provide additional Available Beds to better serve current students as well as future housing needs.

At the time of signing of this MOU, the parties acknowledge that UVM views its commitment in paragraph 2 as a minimum one, and aspires to further increase Available Beds, as needed, if enabled by the zoning changes outlined in paragraph 6.

5. **UVM’s Commitment to Furnish Data.** UVM will provide the City an annual report depicting the number of and basis for calculating its Available Beds and Undergraduate Students on or before October 31 of each year in which this MOU is in place. The basis for calculating may be verified by the City by accessing the U.S. Department of Education’s Integrated Postsecondary Education Data System (“IPEDS”), to which UVM is required to report accurate data as a condition of its participation in federal financial student aid programs. UVM will enable access to its IPEDS data annually upon the City’s request.
  
6. **The City’s Regulatory Commitment.** The Parties acknowledge and agree that in order for UVM to meet the commitment to increase Available Beds in paragraph 2, changes to the existing zoning related to portions of UVM’s campus will be required. UVM and the City’s administration agree to work in good faith and in line with all local, state and federal laws to support amendments to the existing zoning ordinance consistent with those outlined in this paragraph, with the understanding that only the Burlington City Council and Planning Commission in their legislative capacities have statutory authority to adopt amendments to the zoning ordinance.
  - a. Zoning amendments or exceptions that enable, on or before March 31, 2024, the creation of an Institutional Core Campus (ICC) District specific to the 280 East Avenue Parcel with the existing setback, lot coverage of up to 75%, and a building height limitation of 80 feet.
  
  - b. Zoning amendments or exceptions that enable, on or before October 31, 2024, the creation of an ICC District specific to the Waterman Block with the existing setback, lot coverage of up to 75%, and a building height limitation of 80 feet.
  
  - c. Zoning amendments or exceptions that enable, on or before October 31, 2024, the construction of buildings on UVM’s Trinity Campus with the existing setback, lot coverage of up to 75%, and a building height limitation 80 feet.
  
7. **Term of MOU.** This MOU reflects the mutual terms and understandings of the Parties beginning on the date the final signature is affixed to the MOU through October 31, 2028. By or before the expiration of this MOU, the Parties will re-evaluate and memorialize future mutual understandings and commitments to a healthier Burlington housing market based on then-existing conditions at the discretion of the elected leaders of the City and UVM’s Board of Trustees.

The University is committed to the goal of incoming first-year classes of approximately 3000 students per year, and the Parties anticipate that UVM’s commitments in Paragraph 2 can be met based on this goal. However, should undergraduate enrollment as compared to the Baseline grow in such a way that UVM’s commitments in Paragraph 2 cannot be met, the Parties will reconvene to consider the possibility of amending this MOU. Further, the Parties agree that, if the terms of this MOU are not met within the timeframes stated herein, they will meet to discuss further options for achieving the goal of helping to provide relief for the Burlington housing market.

8. A copy of notices given under this MOU shall be delivered as follows:

To the City: City of Burlington  
City Attorney  
City Hall, 149 Church Street  
Burlington, Vermont 05401

To UVM: The University of Vermont and State Agricultural College  
General Counsel  
Office of General Counsel, 357 Waterman Building  
85 South Prospect Street  
Burlington, Vermont 05405

9. **Amendments or Modifications.** No amendment or modification of this MOU is effective unless the amendment or modification is in writing and signed by the duly authorized agents of each Party.

10. **Choice of Law/No Third-Party Beneficiary.** This MOU shall be interpreted in accordance with the laws of the State of Vermont. Nothing in this MOU is intended by the Parties to expand either Party's legal right or abridge, amend, or materially alter either Party's legal authority or responsibilities. The Parties agree that no right, remedy, or benefit shall be conferred by this MOU on any third party.

CITY OF BURLINGTON

UNIVERSITY OF VERMONT

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_