



Advisory Neighborhood Commission 2A

“Serving the Foggy Bottom and West End communities of Washington, D.C.”

October 18, 2017

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue NW
Washington, DC 20004
PMendelson@dccouncil.us

RE: Proposed introduction of legislation to establish a helipad at GW Hospital

Dear Chairman Mendelson,

At its regular meeting on September 19, 2017, Advisory Neighborhood Commission 2A (“ANC 2A” or “Commission”) considered the above-referenced matter. Having considered a proposed Voluntary Neighborhood Agreement on this topic at a September 7, 2017 special meeting of the Commission – that Agreement having been approved on first reading by a 5-1-1 vote of the Commission – this matter now comes before the Commission for a second reading vote, in the form of this incorporating resolution and reflecting amendments to the Agreement (Attachment A) approved at this meeting.

With 5 of 8 commissioners present, a quorum at a duly-noticed public meeting, the Commission approved the following resolution by a vote of (3-2-0):

Representatives of The George Washington University Hospital (“GW Hospital” or “GWUH”) have been engaged in discussions with representatives of ANC 2A and the broader Foggy Bottom community for a period of ten months concerning proposed legislative action that would facilitate the effective repeal of the Helicopter Landing Pad Public Nuisance Act of 1987 (D.C. Law 7-40).

This existent law effectively prohibits the installation of an aeromedical facility at the current GW Hospital building, located at 900 23rd Street NW, by classifying helipads in residential districts that were not installed by June 1987 as “public nuisances.”

In recognition of the compelling public health and emergent care policy arguments for the provision of an aeromedical facility at GW Hospital – one of only two Level I trauma centers in the District of Columbia and the only one in the region without a helipad, which would facilitate more rapid patient transport in the service of potentially lifesaving care – ANC 2A is prepared to offer its support for the introduction and passage of legislation that would repeal the current statutory prohibition.

However, given the unique location of the Hospital vis-à-vis its presence in restricted airspace and its close proximity to dense multifamily housing, historic properties, and high-profile commercial, educational, and institutional buildings in the Foggy Bottom neighborhood, the Commission makes its support contingent on the satisfaction of the following two conditions intended to mitigate potential adverse impacts:

1. That GW Hospital enter into the Draft Voluntary Agreement attached to this resolution (Attachment A), and that such Agreement shall be made enforceable through statutory establishment of the community’s right-of-action or by modification of language within the Agreement to accomplish the same, by mutual agreement among the parties; and



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2. That the legislation introduced and passed in order to effect repeal of the existing statute reflect the language presented in Attachment B, or is otherwise substantially equivalent.

By passage of this resolution, the Commission authorizes the Chair to enter into the Agreement as reflected in Attachment A, provided that sufficient provision has been made to ensure the enforceability of the same.

Commissioner Patrick Kennedy (Patrick.Kennedy@anc.dc.gov) is authorized to be the Commission's representative in this matter, and give testimony on the basis of language contained in this resolution – including attachments.

ON BEHALF OF THE COMMISSION.

Sincerely,

Patrick Kennedy
Chairperson

cc: The Honorable Muriel Bowser; Mayor, District of Columbia
The Honorable Jack Evans; Councilmember, Ward 2
The Honorable Vincent Gray; Councilmember, Ward 7
GWUH Representatives

Attachment A

Voluntary Neighborhood Agreement

Voluntary Neighborhood Agreement

This Voluntary Neighborhood Agreement ("Agreement") is made on this 18th day of October, 2017, by and between George Washington University Hospital ("GWUH") and Advisory Neighborhood Commission 2A Foggy Bottom and West End ("ANC 2A"), also referred to as the "Parties". This Agreement reflects the mutual understanding and desire for cooperation cultivated over several months of conversation between the Parties.

WHEREAS, GWUH, located at 900 23rd Street, NW, Washington, DC 20037 ("GWUH Building"), currently has a Level One trauma center, but does not have a helipad; and

WHEREAS, only one District of Columbia hospital, Washington Hospital Center, has both a Level One trauma center and a helipad; and

WHEREAS, the Parties seek to form an understanding for the construction and operation of an aeromedical helipad at the GWUH Building to serve the District of Columbia and surrounding region; and

WHEREAS, the Parties have identified various conditions that will benefit GWUH helipad operations and ANC 2A's desires for a peaceful and livable community; and

NOW, THEREFORE, in recognition of the above and the conditions set forth in this Agreement, the Parties agree as follows:

Article I. Recitals

The above recitals are incorporated into this Agreement as if fully set forth herein.

Article II. ANC 2A Commitments

- A. ANC 2A will pass a resolution at its October 18, 2017 regularly scheduled meeting supporting while establishing conditions relating to:
 - i. GWUH constructing and operating a helipad on the roof of the GWUH Building; and
 - ii. The DC Council passing legislation that will allow for such GWUH helipad being built and operated on the roof of the GWUH Building.

Article II(A)(i) and (ii) above are conditioned by Article III and Article IV below.

Article III. GWUH Commitments

A. Prevention of disturbances

- i. GWUH will construct, operate, and maintain one and only one helipad on the current GWUH Building that meets FAA standards, the standards of the District of Columbia Building Code, and all other applicable D.C. regulations. The helipad shall support only one medical transport helicopter meeting FAA standards, weighing no more than 15,000 pounds.
- ii. GWUH agrees that the helipad referenced in subsection (i.) above will support operations at the current GWUH facility, specifically, which is for GWUH's bed count limit as set forth in GWUH's Certificate of Need as of the date of this agreement.
- iii. GWUH agrees that by entering this agreement, it will not construct, operate, and maintain any other helipad than that referenced in subsection (i.) above in the Foggy Bottom/West End neighborhoods.
- iv. GWUH will not maintain a fueling station on the GWUH Building for helicopter refueling.
- v. GWUH will not allow a helicopter to park on the GWUH Building unless forced to due to weather, mechanical issues(s), or force majeure.
- vi. GWUH will not allow a helicopter to idle on the landing pad for longer than is reasonably necessary for medical transfer, unless forced to due to weather, mechanical issue(s), or force majeure.
- vii. GWUH will encourage all flight operators to follow a "Fly Neighborly" policy in accordance with best practice guidelines established by Helicopter Association International, so as to minimize any impact of flights to and from the GWUH Building on residential neighbors. The most recent edition of the "Fly Neighborly" guidelines are incorporated into this agreement as "Appendix A."

B. Communication and transparency

- i. GWUH will maintain a 1-800 number available to all residents to call to register any questions or concerns regarding the helipad.
- ii. GWUH will notice ANC 2A within 72 hours following the conclusion of any flight that occurs between the hours of 11:00PM and 5:59AM.
- iii. For years one (1) and two (2) of the helipad's operation, GWUH will meet quarterly to discuss flight times of helicopters which land at the] GWUH Building helipad between the hours of 11:00PM and 5:59AM if requested by ANC 2A.
- iv. GWUH shall provide semi-annual reports to ANC 2A regarding the use of the helipad within fifteen (15) days following the close of the reporting

period.¹ GWUH will also make available, if requested by ANC 2A, a GWUH representative to discuss the report at the next regularly scheduled ANC 2A meeting after the report is provided.

- v. The reports delivered pursuant to subsection (iv.) shall be prepared in accordance with the template provided in “Appendix B” of this Agreement and shall include, at minimum:
 - a. The total number of flights² made in the reporting period;
 - b. The date and time of each flight use of the helipad in the reporting period;
 - c. The purpose of each flight use of the helipad (e.g., inbound or outbound care) in the reporting period;
 - d. A designation that indicates whether each flight use of the helipad was for emergent, noncritical, or mass casualty patient care in the reporting period;
 - e. Type of aircraft used on each flight in the reporting period (if known by GWUH); and
 - f. The path of each flight made to the helipad during the reporting period (if known by GWUH);
 - g. Any additional reporting information or metrics that the parties may establish by mutual agreement.

C. Resolution of concerns

- i. If flights between the hours of 11:00PM and 5:59AM exceed twenty-five percent (25%) of all reported flights to or from the GWUH Building in two (2) consecutive reporting periods, then the Parties will proceed as follows:
 - a. If ANC 2A decides by majority vote to request a meeting with GWUH, then GWUH representative(s) will be made available to meet with a delegation of ANC 2A commissioners to discuss the reasons for these flights and possible solutions. A first meeting shall be held within thirty (30) business days of a request from ANC 2A. Second and third meetings will be held within forty-five (45) days of the first meeting, if needed.
 - b. If no resolution is reached in meetings between ANC 2A and GWUH, then ANC 2A by majority vote can request that the D.C. Department of Health review flights to or from GWUH between 11:00PM and 5:59AM and evaluate whether to impose any limitations on these flights as may be appropriate in order to serve the best interests of the residents of ANC 2A and the District of Columbia.
 - c. If no resolution is reached in these meetings, either party may

¹ The “reporting periods” shall be defined as January 1st through June 30th; and July 1st through December 31st of each calendar year.

² For the purposes of this agreement, a “flight” shall be defined as a single take-off and landing pair (e.g., a round-trip) which utilizes the GWUH helipad facility.

request that the Parties retain the services of a professional mediator, the cost of which shall be borne equally by the parties, and who shall meet with the Parties within 30 days of the request to attempt a mediated solution.

- ii. Advisory Neighborhood Commission 2A, by and through the Foggy Bottom Association, and the George Washington University Hospital may pursue a remedy in the District of Columbia Superior Court. This right of action may be used to enforce any section of this Agreement.
- iii. These remedies are provided for in addition to any and all other remedies available to the Parties under law.

Article IV. Exemptions

Certain demands on GWUH facilities are unavoidable and will not count against any commitment stated in Article III(A)(vi), including: flights from a mass casualty event³ that occurs within the District of Columbia, Virginia, Maryland, West Virginia, or Delaware; flights that take place during a State of Emergency as declared by the Mayor pursuant to D.C. 7-2304 et seq.; helipad landing requests from the National Park Police, Metropolitan Police Department, U.S. Secret Service, Capitol Police, Supreme Court of the United States Police, U.S. Homeland Security, D.C. Homeland Security, or other state or federal police departments and their associated emergency management agencies. Notwithstanding the exemptions provided for herein, all such “exempted” flights shall be reported pursuant to Article III(b) of this Agreement.

Article V. Mutual Cooperation

GWUH and ANC 2A agree to cooperate with each other in the performance of this Agreement without unreasonably disrupting their normal operations or incurring any out-of-pocket costs or expenses (except as expressly provided in this Agreement or otherwise agreed to in writing by the Parties).

Article VI. Notice

All notices and requests to a party hereunder shall be in writing and shall be effective (i) when received by overnight or same day courier service or facsimile telecommunication (provided that a copy of such notice or request is deposited into the United States mail within one (1) business day of the facsimile transmission), (ii) three (3) days after being deposited into the United States mail (sent certified or registered, return receipt requested), or (iii) via electronic mail (sent with delivery or read receipt), in each case addressed as follows (or to such other address as either party may designate in writing to the other party in accordance with this Article): Via electronic mail (sent with delivery or read receipt).

³ As defined in the District of Columbia Mass Casualty Trauma Plan, for the purposes of this agreement, a “mass casualty event” shall be defined as a singular incident resulting in nine or more casualties.

All notices and requests will be addressed as follows (or to such other address as either party may designate in writing to the other party):

To GWUH:

Name: George Washington University Hospital
Address: c/o The office of the Chief Executive Officer
900 23rd Street, NW suite G-2054
Washington, DC 20037
Telephone: 202-715-4006
Facsimile: 202-715-4015
E-mail: Kimberly.Russo@gwu-hospital.com

To ANC 2A:

Name: Patrick Kennedy
Address: 532 20th Street NW Apt. 312
Washington, DC 20006
Telephone: 202-630-2201
Facsimile: N/A
E-mail: 2A01@anc.dc.gov

Article VII. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic mail shall be sufficient for all purposes and shall be binding on any party to the Agreement.

Article VIII. Entire Agreement

This Agreement constitutes the entire Agreement and understanding of the Parties with respect to the helipad. No oral or other written provisions shall have any force or effect except those contained in a written amendment to this Agreement executed by the Parties or as specifically provided for in this Agreement.

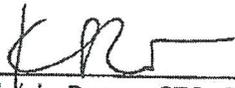
Article IX. Severability

The Parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal state or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

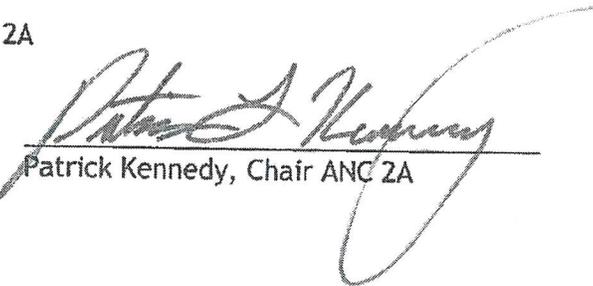
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IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Voluntary Neighborhood Agreement between George Washington University Hospital and Advisory Neighborhood Commission 2A Foggy Bottom and West End.

GEORGE WASHINGTON UNIVERSITY HOSPITAL

By: 
Kimberly Russo, CEO, The George Washington University Hospital

ANC 2A

By: 
Patrick Kennedy, Chair ANC 2A

Attachment B

**Proposed DC Council Legislation
Language**

A BILL

IN THE DISTRICT OF COLUMBIA

To amend the Helicopter Landing Pad Public Nuisance Act of 1987 to allow hospital helipads as a matter of right.

BE IT ENACTED BY THE DISTRICT OF COLUMBIA, That this act may be cited as the “Helicopter Landing Pad Amendment Act of 2017”.

Sec. 2. A new paragraph (c) is added to section 2:

“(c)(1) This Act shall not apply to the operation of a singular helipad at any hospital in the District of Columbia which:

(A) is a certified Level One Trauma Center by the District of Columbia Department of Health per section 20 of the Emergency Medical Services Act of 2008, effective March 25, 2009 (D.C. Law 17-357; D.C. Official Code § 7-2341.19); and

(B) does not have a helipad on its property as of the date that this legislation is approved by the Council of the District of Columbia.

(2) If a helipad is approved per this section and is used for more than 175 round trip flights in a calendar year, the Mayor, per the rulemaking authority provided below, shall review the flight information for that helipad and take any appropriate action it deems necessary. The Mayor shall communicate the results of its review to the Advisory Neighborhood Commission in which the helipad is located.

Sec. 3. Rules.

“The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this Act, including but not limited to, receiving comments from effected Advisory Neighborhood Commissions and making a determination if operations of helicopter flights from helipads between the hours 11PM and 5:59AM need to be curtailed for any or all hospital helipads built after this Act is effective.

Sec. 4. Fiscal impact statement

The Council adopts the fiscal impact statement of the Chief Financial Officer as the fiscal impact statement required by section 4a of the General Legislative Procedures Act of 1975, approved October 16, 6006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

Sec. 5. Effective date.

This act shall take effect following approval by the Mayor, (or in the event of a veto by the Mayor, action by the Council of the District of Columbia to override the veto), a 30-day period of congressional review as provided in section 602(c)(2) of the District of Columbia Home Rule Act, approved December 24, 1973 987 Stat. 813; D.C. Official Code § 1-206.06(c)(2)), and publication in the District of Columbia Register.