

Memorandum
Department of Planning and Development
Planning Division



To: Chair Delogu and Members of the Portland Planning Board
From: Rick Seeley, Senior Planner, GPCOG
Date: June 4, 2004
Re: June 8, 2004 Planning Board Meeting
Maine Medical Center Contract Zone
(Building Addition, Helipad, Parking Garage, and Central Utility Plant
Vicinity of Bramhall, Charles, Wescott, Ellsworth, Crescent, Gilman and
Congress Streets

Activities and Submissions Since the May 25, 2004 Planning Board Workshop

Draft Contract Zone Agreement

This document, included as Attachment 2, has been prepared by Christopher Vaniotis, Attorney for Maine Medical Center, and Penny Littell, Corporation Counsel, with input from various City staff. ¹ The draft Agreement in Attachment 2 is written so that most conditions of the Agreement are to be supported with further specifics in the Site Plan in its final approved form, referred to as Exhibit A in the Agreement language. For the most part, this memo will let the draft Agreement speak for itself and focus instead on draft conditions related to the following topics.

Future Expansions. The draft Agreement acknowledges and lists specific permissible building height limitations for future expansions to the Charles Street addition, the new garage, the central utility building and the Bean building. In addition, the applicants have submitted board mounted color elevation views of the proposed future expansions of the Charles Street addition, the new garage and an outline of the new central utility building future expansion, plus the three dimensional aerial views of future expansions presented by Paul Gray at the last workshop. The City has still not received estimates of how many additional patients, visitors, employees, and contractors these future expansions are likely to generate and how this translates into parking demand and traffic impacts in relation to

¹ MMC submitted a further revised draft contract Agreement on Friday, which is inserted in Tab 3 of the notebook, but staff did not have the chance to review it before the Planning Board packet went out.

new parking capacity in the expanded new garage. Should the Agreement allow for these expansions subject to site plan review as presently drafted or should the contract agreement itself be revisited when the time comes, in addition to requiring site plan review and other related approvals?

Housing Replacement Plan. Since the last workshop, the applicants have resolved their proposed approach to addressing their housing replacement responsibilities under Section 14-483, the City's housing replacement ordinance. The two residential structures on Crescent Street that will need to be demolished to make room for the new parking garage include a combined total of 7 dwelling units and 2 rooming units. The applicants propose to use a combination of payments to the Housing Development Fund and reclamation of units within a structure formerly used for residents, but presently being used for administrative offices. They proposed to convert office space in Hammett House, at 325-327 Brackett Street, across from the present hospital entrance at Brackett Street and Bramhall Street and to pay \$250,000 for the remaining 5 dwelling units, at \$50,000 per dwelling unit, plus \$60,000 for the two rooming units, at \$30,000 per rooming unit, for a total payment of \$310,000. The housing replacement plan that has been submitted in writing is included in Tab 15 of Attachment 1, and referred to in paragraph 3 of the draft Agreement.

Note that Conditional Use approval is needed for use that is to occupy the space previously occupied by the housing that is being replaced. Therefore the new parking garage will be subject Conditional Use review by the Planning Board.

Flight Routes/Noise. Staff has met with the applicant, Lifeflight of Maine, and the assistant jetport manager to attempt to establish standard flight paths for use by pilots and air traffic controllers during landings and takeoffs at the proposed helipad. The outcome of this discussion is not yet complete, but in concept it is complete enough to offer two alternate versions of paragraph 6 (b) on page 5 of the draft Agreement. Staff recommends reading Tab 7 as a precursor to considering questions of how to word contract zone conditions, including the two alternate paragraphs 6 (b). The Fly Friendly Plan is especially informative. Note that noise from helicopters will vary depending on whether the helicopter in question has a piston-driven or turbine-driven engine, with turbine-driven helicopters producing considerably less noise than piston-driven helicopters.

Building Elevations. In the notebook in Attachment 1, Tabs 5 – 8, you will find some reduced color renderings of the proposed building elevations views for the Charles Street addition (Tab 5), the new parking garage (Tab 6), the helipad (Tab 7) and the central utility building (Tab 8). You may also find it helpful to view the colored landscaping plan that is located in Tab 4 when considering these elevations.

In the last two weeks, larger versions of the elevations in your notebook, and of new elevations showing the future expansions of the Charles Street addition, the new parking garage, and the outlines of the future expansion height of the central utility building have

been submitted and reviewed by staff. Staff will have these larger elevations available for the Board and the attending public to see at the June 8th Planning Board workshop. In preparation for this discussion we met with Hank Dunn to discuss this architecture in detail.

Ultimately, the building elevations, in their final form, will become part of Exhibit A of the Contract Zone Agreement (the Site Plan). It is the staff's opinion, now that the draft elevations have been submitted at a large enough scale to show detail, and while the Contract Zone Agreement is still being negotiated, that now is the time to begin work on resolving the design issues relative to these elevations with the aim of resolving most, if not all of them in time for the public hearing on the draft Agreement. This approach will help to provide the City Council, the applicants, the neighbors and the public as clear a picture as possible of the hospital improvements that the City will be agreeing to with its approval of the contract zone agreement.

Accordingly, planning staff offers the following opinions and recommendations concerning the designs of the building facades for the Charles Street addition, the new parking garage, and the central utility building:

Charles Street Addition - The applicants have done a good job at the façade designs and materials shown in the elevations in Tab 5. The materials and their colors and proportions seem to match the spirit of the existing buildings on the hospital campus. The design vocabulary, while it includes some modern elements such as the cantilevered façade extensions with surrounding glass walls, is compatible with the historic character of the neighborhood, and is an attractive addition to the hospital campus.

General Design Approach. As presently proposed, the Charles Street addition, the new parking garage and the central utility building use three different design vocabularies as expressed in their materials and their placement. As such they add to the already somewhat disparate set of buildings on the hospital campus, neither clearly related to what already exists nor to each other. The brick and granite materials of the Charles Street upper façade and the cleaved stone elements nearer the ground offer up a theme of design elements which offers the potential, if continued in other new elements, i.e. the new garage and the central utility building, of helping to show that buildings are all part of Maine Medical Center, as well as helping to better define where the hospital ends and the neighborhood begins. This potential underlies many of the more specific design recommendations that follow below.

Parking Garage. It is worth noting at the outset of considering the design of the new parking garage, as is duly noted in the draft Agreement, that the new garage will require conditional use approval under the terms of the housing replacement ordinance as the use which is physically displacing the housing that is to be replaced under the housing replacement plan.

Here are some of the specific design recommendations from staff concerning the parking garage 's Congress Street façade:

Extend the brick and cleaved stone block theme of the Charles Street addition to the façade of the new parking garage. Do not limit brick to just the first story, there should be brick elements throughout the multiple levels facing Congress Street. The horizontal wall panels or ribbons should be brick.

Provide an architectural "top" to the new garage, by differentiating the materials of the top tray or adding an architectural feature as was done on the new USM parking garage. The vaulted form on the top level of the Charles Street building could be referenced here.

Extend the brick and cleaved stone façade of the new parking garage around to the west side at the first story level, behind the existing stair tower of the Medical Office Building pedestrian bridge.

These three recommendations are consistent with a request from the Neighborhood Council as stated in a letter by email from Patrick Murphy to Paul Gray asking for more brick in the façade of the garage.

Add pedestrian pick up/drop off areas adjacent to the garage entrance, recessed, and thereby covered to some extent, for patients who require friends or taxicabs to pick them up or drop them off.

On the left side of the entrance this recessed area should allow pick up on both the exterior and interior sides of the recessed area.

On the right side of the entrance there should be a pedestrian entrance that allows pedestrian access to the elevator within the garage as a means of entering and exiting the hospital complex for those arriving by foot and for those being dropped off.

Both recessed areas should provide seating for those awaiting pick up or drop off.

This set of recommendations is made to help address the needs outpatients upon leaving the hospital while waiting for a ride. While the new redesigned entrances above in the Bramhall neighborhood will allow for this kind of pick up and drop off more readily than at present, there is the likelihood that at least some patients will prefer to use the Congress Street garage entrance for this purpose. Having this alternate option available for patients will also help to achieve the hospital's stated objective of bringing more traffic out of the Bramhall neighborhood and down to the Congress Street garage entrance. A third advantage offered by this set of recommendations is to allow for the recessed areas to help break up the flat mass of the garage, without sacrificing more than a few parking spaces if any.

When adding the pedestrian entrance recommended above, and linking it to the elevator and stairway system within the garage, design the system to serve as a year round, sheltered alternative pedestrian access way from the Bramhall neighborhood to Congress Street.

Integrate this pedestrian access way into the wayfinding signage plan.

As you will see in the draft Agreement, there are two alternative paragraphs presented concerning the proposed outdoor pedestrian access way east of the new parking garage that would be open only from April through December and would become the City's responsibility to maintain after Maine Medical Center constructed it and provided the right of access to allow construction and use. This set of recommendations would allow for a more direct route to commercial areas of Congress Street and provide it on a year round and sheltered basis, instead of leaving a period of four to five months in which no official, designated pedestrian access between the two areas would be available.

Redesign the stair/elevator towers on the new garage to include and consist primarily of fenestration, with brick and stone elements on the edges of the outer surface that are not glass.

Add some form of cap, perhaps similar to that on the present stair tower of the pedestrian bridge from the Medical Office Building or else again borrowing the vaulted form of the upper floor of the Charles Street building as a reference.

People tend not to want to use stairways that have no windows. Where light is only available from within from electric sources and there is no view the experience of using such stairways can be relatively claustrophobic and may, when compared to a more open, transparent design, inadvertently encourage hidden criminal behavior or be perceived to possibly do so by prospective stairway users. With no transparency in the design there may even be a greater likelihood of some people mistaking the stairwells for restrooms. It would also help to break up the solid mass facing Congress Street. Although the basis of the present design is in structural engineering considerations, staff feels that there is room for both structural integrity and a substantial degree of transparency through fenestration. Adding fenestration would be consistent with the approach of several existing garages recently developed in Portland that have achieved both objectives. The second recommendation regarding caps is made to address the unfinished look of the present tower design. It could also be used, depending on the design chosen to help add clarity to the notion that the garage is part of the overall hospital design scheme recommended in the general recommendation section above.

Add wall mounted light fixtures along the first story façade, beyond those currently proposed in the middle of and on either side of the entrance. These might be on every column or every other column shown.

Use the proposed banners to help direct the passing traffic's attention to the entrance to the garage and the garage's purpose of serving the hospital.

Modify the grillwork shown, perhaps to better integrate its geometry with the Charles Street addition theme, but also to be sure that the design does not create a security problem by being climbable to the upper levels of the garage, as the present design appears it might be. Unauthorized or unobserved access to one level is also to all levels.

The design of the link to the existing garage from the new garage at ground level, behind the existing MOB pedestrian bridge stair tower, shows landscaping with a fence of unspecified type behind the landscaping. There are two recommendations staff makes concerning this design.

Make the fence a wall and continue the brick and stone elements of the lower part of the west façade of the new garage along the wall behind the landscaping around the stair tower to the edge of the existing garage.

Let the wall also pass in front of and obscure the street view of the existing transformer to the right of the MOB stair tower when viewed from Congress Street, before meeting up and ending at the façade of the existing garage.

Parking Garage, Crescent Street Entrance. There is also a Crescent Street, upper level entrance to the proposed new parking garage, as noted in previous submissions. However, an elevation drawing is required showing how this entrance and the related façade, on either the east side facing the neighborhood or the south side, facing the emergency department entrance, the Richards Wing, the Bean Building and the new Charles Street addition will appear. Accordingly, staff is requesting, but has not yet received, elevation drawings showing an elevation view of the Crescent Street entrance and the southeastern corner of the new parking garage. What specific design elements such an elevation view will show, will depend at least in part on the Planning Board's guidance at the June 8th workshop.

Extend the brick and cleaved stone block theme of the Charles Street addition to the façade of the new parking garage. Do not limit brick to just the first story, there should be brick elements throughout the multiple levels facing Crescent Street and the residences to the east of the garage.

Ribbons should be brick.

The application describes but does not show shielding on the upper stories to limit headlight glare onto neighboring residential uses. This should be shown in the elevation view requested.

Future New Garage Expansion. The draft Agreement allows for a height increase of 25'. In other application materials, this is characterized as an addition of 2 more levels. The new building elevation presented, however, shows three additional levels. Should the applicant be required to step these additions back some distance from the front or rear line of the façade established by lower levels?

Central Utility Building. The approach taken in the design submitted neither celebrates nor disguises the true use of the building. The result is a building that stands out as being a utility building amidst and in front of a sea of hospital buildings of brick, stone and glass. The landscaping proposed is better than none, but does not really begin to screen the proposed 45 feet of height or the possible future expansion to 70 feet. Staff recommends the following approach to address these design shortcomings.

Extend the brick and cleaved stone theme to encompass the exterior of the central utility building.

Break up the mass and uninhabited feel of the building as much as possible with the use of materials, perhaps including windows, as much as possible while remaining faithful to and consistent with noise reduction standards.

Install larger trees in front of the building, considering evergreen trees as one option for achieving this.

Geographic Extent of the Contract Zone. This question still remains to be resolved. Some options for its resolution were included in the last workshop's presentation by Paul Gray and these four maps should still be in your Attachment 1 notebook. Note that the draft Agreement text anticipates the possibility that the Board might impose conditions outside of the contract zone area selected.

Attachments

1. May 14, 2004 notebook submission: Application for Zoning Amendment, Comprehensive Submittal Package, May 2004
2. Draft Contract Zone Agreement, Maine Medical Center, June 3, 2004
3. Draft Guiding Principles for Maine Medical Center Development, 5/11/04, Neighborhood Council
4. Letter from Patrick Murphy to Paul Gray, by e-mail
5. Request for written response from MMC on remaining parking questions raised by John Peverada.

CONDITIONAL ZONE AGREEMENT

MAINE MEDICAL CENTER

AGREEMENT made this ____ day of _____, 2004, by MAINE MEDICAL CENTER, a Maine corporation with a principal place of business located in the City of Portland, County of Cumberland and State of Maine, its successors and assigns (“MMC”).

WITNESSETH:

WHEREAS, MMC is the owner of land and buildings located in Portland at Map 53, Block D, Lots 1, 2 and 7; Map 53, Block E, Lots 1, 2, 10 and 13; Map 53, Block G, Lots 1 and 13; Map 54, Block H, Lot 1; and Map 64, Block C, Lots 1 and 2 (the “PROPERTY”); and

WHEREAS, MMC is the largest provider of obstetrical services in Maine and provides the only statewide fulltime maternal fetal medicine service serving women and newborns at high risk and MMC has the only Level III neonatal intensive care unit in Maine; and

WHEREAS, in order to respond to the changing professional and clinical standards for space, noise and environmental controls for sick infants within the neonatal intensive care unit and to meet the spatial requirements of today’s routine and high risk obstetrical and newborn care, MMC must build an addition comprised of 192,000 square feet (the “Charles Street Addition”); and

WHEREAS, MMC proposes to construct the Charles Street Addition by expanding vertically, on the site of an existing medical building bounded generally by Charles Street, Wescott Street, Ellsworth Street and Crescent Street; and

WHEREAS, in order to avoid a substantial expansion of the footprint of the buildings at MMC and, instead, to construct the Charles Street Addition by vertical expansion, it is necessary to modify the otherwise applicable height requirement in the R-6 Zone; and

WHEREAS, in order to accommodate the needs of the Charles Street Addition and to improve parking and traffic circulation on the MMC campus, MMC proposes to construct a new 512 car capacity parking garage along Congress Street (the “New Parking Garage”); and

WHEREAS, in order to achieve the requisite parking capacity within the available space, MMC needs to build the New Parking Garage at a height taller than the currently applicable height limit in the R-6 Zone and also to locate the New Parking Garage closer to Congress Street than the currently applicable setback requirement in the R-6 zone; and

WHEREAS, in order reduce transport time for critical patients coming to MMC’s emergency department, MMC proposes to construct a helicopter landing pad on top of the existing parking garage which fronts on Congress Street (the “Helicopter Landing Pad”); and

WHEREAS, the Helicopter Landing Pad will increase the height of the existing parking garage slightly and will be located somewhat closer to Congress Street than the currently applicable setback requirement of the R-6 Zone; and

WHEREAS, in order to replace currently fragmented heating and cooling systems throughout its campus, MMC intends to construct a central utility plant, built into the hillside between the hospital and Gilman Street (the “Central Utility Plant”); and

WHEREAS, the Central Utility Plant will be built at a proposed height of 40 feet but is also designed to accommodate a future vertical expansion of two additional floors, with a maximum future height of 64 feet; and

WHEREAS, MMC currently has operating rooms, intensive care beds, and adult and pediatric beds in an existing building constructed in 1985 (expanded in 1998) and referred to as the "L. L. Bean Wing;" and

WHEREAS, MMC has no current construction plans for the L. L. Bean Wing, but anticipates that the L. L. Bean Wing will need to be expanded vertically at some time within the next decade or two; and

WHEREAS, the L. L. Bean Wing was designed structurally to accommodate such vertical expansion by an additional two stories; and

WHEREAS, it makes sense to provide for such eventual vertical expansion within this Agreement; and

WHEREAS, by expanding vertically for the Charles Street Addition rather than horizontally, MMC will need to remove only two residential buildings, and will do so in full compliance with the housing replacement requirements of section 14-483 of the Portland Code of Ordinances; and

WHEREAS, in addition to such required replacement, MMC will either rehabilitate three currently vacant buildings (two on Crescent Street and one on Ellsworth Street) and return them to residential use or divest itself of ownership of those buildings, enabling others to return them to residential use; and

WHEREAS, MMC and the CITY recognize that it is consistent with MMC's protection of its campus and with the good stewardship of the surrounding neighborhood by MMC for MMC to continue to own selected residential properties in the neighborhood; and

WHEREAS, MMC has requested a rezoning of the PROPERTY in order to permit the above-described improvements; and

WHEREAS, the CITY by and through its Planning Board, pursuant to 30-A M.R.S.A. §4352(8) and Portland City Code §14-60, *et seq.*, and §14-315.3, after notice and hearing and due deliberation thereon, recommended the rezoning of the PROPERTY as aforesaid, subject, however, to certain conditions more specifically set forth below; and

WHEREAS, the CITY has determined that because of the unique circumstances of the location of an urban medical center campus in the R-6 Zone, it is necessary and appropriate to have imposed the following conditions and restrictions in order to ensure that the rezoning is consistent with the City's Comprehensive Plan; and

WHEREAS, on _____, 2004, the CITY authorized the amendment to its Zoning Map based upon the terms and conditions contained within this Agreement, which terms and conditions become part of the zoning requirements for the PROPERTY;

NOW THEREFORE, in consideration of the rezoning, MMC covenants and agrees as follows:

1. The CITY shall amend the Zoning Map of the City of Portland, dated December 2000, as amended from time to time and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by Portland City

Code §14-49, by adopting the map change amendment below, which map change includes a Helistop Overlay Zone.

[INSERT MAP #1 (Bramhall Campus bordered by Congress, Wescott, Ellsworth, Charles, Bramhall and Gilman Streets)]

BOARDS NEEDS TO DETERMINE APPROPRIATE GEOGRAPHIC LOCATION OF THE CONTRACT ZONE (SEE TAB 3)

2. The **PROPERTY** and site improvements shall be developed and operated substantially in accordance with the site plan shown on Exhibit A (the “Site Plan,” which Site Plan includes but is not limited to street layouts, landscaping, building elevation drawing for initial construction and “future expansions”) upon approval of the Site Plan by the City’s Planning Board in compliance with the requirements of Chapter 14, Article V. Any amendments to the Site Plan which are contemplated by section 5(b) of this Agreement may be approved by the Planning Board, and minor revisions to the Site Plan in the nature of field adjustments may be approved by the Planning Authority, each without the need for amendment of this Agreement or further approval by the City Council.

3. No occupancy of the newly constructed buildings shall be permitted unless and until **MMC** receives conditional use approval pursuant to section 14-474 (Expansion of Institutional Use) and section 14-483 (Housing Replacement), and site plan approval pursuant to section 14-483(e) of the City Code, and all site plan conditions of approval have been satisfied and the City Council has taken final action on the street discontinuances and street acceptances required for the realignment of certain streets, as shown on the Site Plan (Exhibit A).

4. **MMC** shall provide to the **CITY** a performance guarantee covering the site improvements described in paragraph 2 and the housing replacement units required by Portland City Code 14-483 as the same may be applicable.

5. The **PROPERTY** shall be governed by the provisions of the R-6 Residential Zone, except as follows:

(a) Height Limits – Initial Construction . The maximum structure height (measured according to the definition of “building, height of” in section 14-47) shall be:

95 feet for the Charles Street Addition, as depicted on the Site Plan

70 feet for the New Parking Garage, as depicted on the Site Plan

45 feet for the Central Utility Plant, as depicted on the Site Plan

111 feet for the L. L. Bean Wing, as already constructed.

(b) Height Limits – Future Expansions . After initial construction described in subparagraph (a) above, the maximum structure height (measured according to the definition of “building, height of” in section 14-47) for any expansion of those buildings described in subparagraph (a) shall be:

130 feet for the Charles Street Addition

95 feet for the New Parking Garage

70 feet for the Central Utility Plant

145 feet for the L. L. Bean Wing

provided any such expansion is approved by the Planning Board under the site plan review provisions of Chapter 14, Article V and complies with all other applicable ordinance provisions.

(c) Setbacks.

The setback of the New Parking Garage shall be zero (0) feet from the right of way line of Congress Street.

The setback of the southeast corner of the Charles Street Addition shall be five (5) feet from the right of way line of Ellsworth Street, which will be realigned pursuant to the Site Plan.

Lot Coverage. The maximum lot coverage shall be the actual coverage of all buildings and structures, existing and proposed, as depicted on the Site Plan, or the maximum lot coverage for the zoning district in effect immediately preceding the effective date of this Conditional Zone Agreement, whichever is greater.

(e) Existing Structures. To the extent buildings and structures lawfully existing on the **PROPERTY** as of the effective date of this Conditional Zone Agreement do not comply with any dimensional standards of the R-6 Residential Zone, such existing buildings and structures shall be deemed to be conforming buildings and structures as of the effective date of this Conditional Zone Agreement. Existing structures off site and owned by **MMC**, namely _____ and _____ and _____ shall be refurbished, and made code compliant, and returned to residential use within one (1) year of the occupancy of the Charles Street Addition. Such use and the condition of said buildings shall be maintained, as part of this conditional rezoning, unless and until **MMC** divests itself of said properties or otherwise amends this Contract with the approval of the Portland City Council.

(f) Replacement Housing . The replacement of the two existing residential structures at 35 Crescent Street and 37 Crescent Street (identified as Map ____, Block ____, Lot ____ and Map ____, Block ____, Lot ____ and containing a total of seven (7) dwelling units and two (2) single-room occupancies) by a portion of the New Parking Garage shall be deemed to meet the requirements of section 14-137(c), provided that MMC shall comply fully with the requirements of section 14-483 (Preservation and Replacement of Housing Units). Specifically, MMC shall comply with section 14-483 by (i) converting within one year after occupancy of the Charles Street Addition the building at 325-327 Brackett Street identified as Map ____, Block ____, Lot ____ (the last approved use of which was office space) into two dwelling units **THIS NEEDS TO BE DONE BEFORE A C O F O FOR THE GARAGE** and (ii) paying three hundred ten thousand dollars (\$310,000.00) into the CITY' s Housing Development Fund (representing five dwelling units and two single-room occupancies) upon approval of the Site Plan by the CITY' s Planning Board.

6. The Helicopter Landing Pad shall be governed by the provisions of the Helistop Overlay Zone, except as follows:

(a) Setbacks. Because it is to be located on the roof of an existing structure, the landing pad shall not be required to meet the setback requirements of Section 14-327(3) or the fencing requirements of Section 14-327(4).

(b) Flight routes. MMC shall identify preferred flight routes designed to minimize noise impact of helicopter flights on surrounding residential areas, shall notify all flight providers likely to use the Helicopter Landing Pad of such preferred routes, and shall use its best efforts to ensure that such preferred routes are utilized whenever weather conditions, safety considerations and the best interests of the patient being transported permit. Initially, such preferred flight routes shall be as shown on the map attached to this Agreement as Exhibit B. If, based on operational experience, significant changes in such preferred routes become appropriate, MMC shall submit proposed changes to the Planning Authority which may, in its discretion, call a neighborhood meeting to apprise the residents of any affected residential areas before the new preferred flight routes are implemented.

OR

Flight Routes. Specific and preferred flight routes, as shown on Attachment __, and incorporated herein, shall be followed by the pilots of the medical aircraft utilizing said helipad except when conditions warrant alternative routes as determined by the pilot/control tower personnel or safe operations. Reasons for alternative routes shall be documented and maintained by MMC in a contemporary log record open to inspection by the CITY. The map of said routes may be amended from time to time with the approval of the **PLANNING AUTHORITY** (or the Planning Board upon referral) after consultation with the Portland International Jetport and after a duly noticed neighborhood meeting, where such amendment is deemed to be in the best interest of the City.

Monitoring of the routes of such aircraft, to ensure compliance with the accepted flight routes shall be performed by the Portland Jetport, with all costs associated with said monitoring to be borne by MMC.

(c) Fly Neighborly. In negotiating any contract or agreement with any provider of emergency medical transport by helicopter, MMC will utilize its best efforts to require the provider to operate in compliance with the "Fly Neighborly Guide " revised February 1993, (See Tab 7) prepared by the Helicopter Association International Fly Neighborly Committee and published by the Helicopter Association International. A complaint number and protocol for handling complaints shall be established by MMC or its helicopter contractor which shall be publicized within the neighborhood.

(d) Helipad operating guidelines. Under normal operating circumstances, take-offs, landings and standing-by on the Helicopter Landing Pad shall be conducted according to the Operating Guidelines, attached hereto as Exhibit C, subject at all times to the judgment of the helicopter pilot concerning safety and to the judgment of the emergency medical personnel concerning the health of the patient. **WE NEED A COPY OF THE OPERATING GUIDELINES SINCE WE DO NOT KNOW WHAT IS BEING REQUIRED.**

(e) Equipment. In negotiating any contract or agreement with any provider of emergency medical transport by helicopter, MMC will utilize its best efforts to require that helicopters utilizing the Helicopter Landing Pad are relatively new aircraft possessing the quietest operating characteristics practicable, and are equipped with the best practicable technology for noise reduction and suppression. Turbine aircraft are preferred since they substantially quieter than piston aircraft. Any piston-powered helicopters used shall be equipped with substantial mufflers.

7. Signage shall comply with the requirements of sections 14-336 through 14-372.5 of the City Code, except as otherwise specifically depicted on the Site Plan (Exhibit A). **NEED TO EXAMINE THE SITE PLAN TO DETERMINE COMPLIANCE**

8. For the purpose of keeping surrounding residential areas apprised of its future development plans, and to address any neighborhood issues related to the operations of the MMC campus, (including but not limited to complaints or operating issues with respect to the helipad and future planning and development programs associated with MMC) MMC shall, no less than quarterly, invite representatives of the Maine Medical Center Neighborhood Council to meet with designated representatives of MMC. For purposes of this requirement, the Maine Medical Center Neighborhood Council shall consist of one representative of the Parkside neighborhood, one representative of the West End neighborhood and one representative of the Gilman/Valley Streets neighborhood. In the event of any disagreement as to the persons to constitute the representatives of those neighborhoods, the City Manager may designate the persons who shall serve on the Maine Medical Center Neighborhood Council.

9. **MMC**, prior to occupancy of the Charles Street Addition, shall relocate the sewer serving 31 Crescent Street, as depicted on the Site Plan (Exhibit A). In addition, **MMC** shall provide two off-street parking spaces for use by the tenants of 31 Crescent Street for so long as 31 Crescent Street serves as a residential structure.

10. With respect to each of the existing structures owned by **MMC** located at 15 Crescent Street (Map ____, Block ____, Lot ____), 25 Crescent Street (Map ____, Block ____, Lot ____) and 25 Ellsworth Street (Map ____, Block ____, Lot ____), **MMC** shall within one year of occupancy of the Charles Street Addition either rehabilitate such structure in compliance with all applicable codes and return it to residential use or, after rehabilitation, divest itself of ownership of such structure.

11. **MMC** shall provide landscaping of the area surrounding its Vaughn Street parking lot as shown on the landscaping plan attached hereto as Exhibit D and shall construct, maintain and continue to own the “pocket park” located at Ellsworth and Charles Streets as shown on the Site Plan (Exhibit A).

12. **MMC** will utilize its best efforts to obtain necessary consents/releases from property owners abutting the 20-foot wide passageway shown on Map ____, Block ____ as leading from Crescent Street to Congress Street, bounded by Map ____, Block ____, Lots ____, ____, ____ and _____. If **MMC** is able to obtain such necessary consents/releases, **MMC** will construct a stairway/landscaped walkway within the 20-foot wide passageway connecting Crescent Street to Congress Street, provided that, prior to such construction, the **CITY** agrees to accept such improvements as a public passageway when they are complete and provided **MMC** shall have no responsibility for maintenance of such improvements and no liability arising out of the use of such improvements by the public. **OR:** In addition, **MMC** shall provide and maintain (from April 15 through December 1 of each year) a landscaped walkway from Crescent Street to Congress Street, which walkway shall be open to the public. A public pedestrian easement, satisfactory to Corporation Counsel, shall be provided to the City.

#13? **MMC**, as part of its development, shall relocate the sewer serving 31 Crescent Street, as depicted on Attachment ____. In addition, **MMC** shall provide __ parking spaces to the owner of __ Crescent Street for use by its tenants, for so long as 31 Crescent Street serves as a residential structure.

14? **MMC** shall pay to the **CITY** a sum of \$300,000.00 as a one time contribution to the reconstruction/ rehabilitation of sidewalks in the **MMC** neighborhood.

13. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the **PROPERTY**, shall bind and benefit **MMC**, its successors and assigns, and any party in possession or occupancy of the **PROPERTY** or any part thereof, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. **MMC** shall record a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the book and page of the deeds to the property underlying said **PROPERTY**. Unless otherwise stated within this Agreement, this Agreement governs only the **PROPERTY** and applies only within

the boundaries of the rezoned area as shown on the map. Nothing in this Agreement shall have any effect on or be construed as having any bearing on the use or development of any other properties owned by **MMC** or its affiliates, all of which shall continue to be governed by the applicable provisions of the Portland Land Use Code, without regard to this Agreement.

14. If any restriction, provision, condition, or portion thereof, set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination and shall not affect the validity of the remaining portions hereof.

15. Except as expressly modified herein, the development, use, and occupancy of the **PROPERTY** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.

16. In the event that **MMC** or any successor fails to continue to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **MMC's** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code that would otherwise be applicable to property in the R-6 Zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. § 4452 or in any other manner available by law. Should **MMC** be found to have breached this Agreement, the Planning Board, at the request of the Planning Authority, or the City Council, on its own initiative, may propose that the zoning of the **PROPERTY** be modified or that the **PROPERTY** be rezoned.

17. In the case of any issue related to the **PROPERTY** which is specifically addressed by this Agreement, neither **MMC** nor their successors may seek relief which might otherwise be available to them from Portland's Board of Appeals by means of a variance, practical difficulty variance, interpretation appeal, miscellaneous appeal or any other relief which the Board would have jurisdiction to grant, if the effect of such relief would be to alter the terms of this Agreement. In cases that fall outside of the above parameters (i.e., alleged violations of any provisions of Portland's Land Use Code, including, but not limited to, the Site Plan Ordinance, which were neither modified nor superceded by this Agreement), the enforcement provisions of the Land Use Code, including, but not limited to, the right to appeal orders of the Planning Authority, Building Authority and Zoning Administrator shall apply. Nothing herein, however, shall bar the issuance of stop work orders.

WITNESS

MAINE MEDICAL CENTER

By:
Its:

STATE OF MAINE
CUMBERLAND, ss.

Date: _____, 2004

Personally appeared before me the above-named _____, in his capacity as of Maine Medical Center, and acknowledged the foregoing instrument to be his free act and deed in his said capacities and the free act and deed of Maine Medical Center.

Before me,

Notary Public/Attorney at Law

DRAFT 4/28/04

Guiding Principles for MMC developments

On the understanding that the MMC will continue to evolve and grow over the years beyond the current project, the following are guiding principals for being a good neighbor for this and all future projects.

Support quality of residential life: Future developments should maintain the quality of life for neighboring residents by not creating unacceptable noise, traffic, congestion, pollution, poor aesthetic design or other negative impact.

Support healthy commercial corridor: Future developments should enhance rather than diminish the viability of the commercial corridor on Congress Street.

No loss of housing stock: Future developments should maintain the number of housing units available in the neighborhoods, returning to residential use, where possible, existing houses which are used for offices

Integrated campus edges: Future projects should have campus edges which integrate with the neighborhoods rather than create barriers.

Coordinated pedestrian movement: Future developments should invite pedestrian movement to and through the campus coordinating with the City's pedestrian plans and Metro bus stops and should encourage hospital staff and visitors to use the commercial area on Congress Street

Eliminate blighted property: The hospital should develop, rehab or maintain other neighborhood property it owns so that it will not be a blight on the neighborhood, whether or not the property is part of an immediate project.

Regular communication: MMC should maintain ongoing communication with the neighborhoods through the Neighborhood Council, which will serve as a place to monitor progress and compliance, to field complaints and concerns, to provide timely communication back and forth between the neighborhoods and the hospital and to involve the neighborhoods in the early stages of any future developments.

Rick Seeley

From: Rick Seeley
Sent: Tuesday, May 25, 2004 12:30 PM
To: Paul D. Gray (E-mail)
Cc: Alex Jaegerman (E-mail); John Pevarada (E-mail); Sarah Hopkins (E-mail)
Subject: FW: FW: Responses to John P

Hi Paul,

Thank you for your responses to John Pevarada's questions concerning parking last week. I have forwarded your responses to John, and it is my understanding that they were incorporated into tab 6 in your notebooks that went to the Planning Board as an attachment to my review memo on Friday. In the message below, John has two questions from his list that we still have not received responses to. Please send us a written response to these questions as well. Thank you.

Rick

-----Original Message-----

From: John Pevarada [mailto:JBP@portlandmaine.gov]
 Sent: Tuesday, May 25, 2004 11:44 AM
 To: Rick Seeley
 Cc: ldu@ci.portland.me.us; AQJ@portlandmaine.gov; SH@portlandmaine.gov
 Subject: Re: FW: Responses to John P

Rick, I did see MMC's response dated 5/20 last week, and I sent the following comments in a previous e-mail dated 5/21/04, but never heard a response from MMC.

My two remaining concerns are as follow:

1. SNOW BAN Parking

Once again the City and the neighborhood appreciate the fact that the hospital makes the Congress Street Medical Office Building Garage (at the corner of Forest St.) available for snow ban parking, however there is a need for a more convenient snow ban parking facility for the residents in the Vaughan St./Bramhall St. neighborhood. Councilor Geraghty has received many complaints on this issue.

2. PARKING for VENDORS

My final comment related to vendors/ sub contractors who are performing ongoing regular maintenance at the facility unrelated to new construction. For just one example Johnson & Jordan mechanical contractors are purchasing up to 10 on street occupancy permits per day (for the last 9+ months), because the hospital has told them that they can only park one vehicle in the MMC lots/garage. Therefore "will the hospital agree to provide off street parking for all of their vendors/sub contractors, alleviating the need for them to purchase on street occupancy permits and tying up valuable on street parking spaces needed by residents and for turnover parking " ?

>>> "Rick Seeley" <rseeley@gpcog.org> 5/25/2004 10:59:58 AM >>>
 John,

Here is the copy of MMC's formal response. Apparently it was included under tab 6 in the notebook of recent submissions that was given to each Board member in their May 21st packet. Please let me know which questions remain unanswered once you have reviewed this, and I will be happy to relay your response and request for answers to Paul Gray if that is still needed. Thanks.

Rick

-----Original Message-----

From: Paul Gray [mailto:GRAYP@mmc.org]
 Sent: Thursday, May 20, 2004 9:58 AM
 To: Rick Seeley

Cc: Henry Dunn; Michael Ryan; AQJ@portlandmaine.gov;
SH@portlandmaine.gov
Subject: Fwd: Responses to John P

Rick

Attached are our responses to John P

We will provide copies of this memo fro inclusion in Tab 6 of the notebook

Paul

----- Original Message -----

From: Patrick Murphy

To: Paul Gray

Cc: Larry Mead ; Joseph E. Gray ; Alex Jaegerman ; RedRaina@yahoo.com ;

Dan@SawyerCompany.com ; Steven Scharf ; John Orestis ; Anne Pringle ; Sam Van Dam ; George Silverman ; Stephen Spring ; Peter Murrau ; Vincent Conti

Sent: Thursday, May 20, 2004 5:33 PM

Subject: MMC Redevelopment Plan

Mr. Paul Gray

Director of Planning

Maine Medical Center

Dear Paul,

We look forward to meeting with you and the Planning Board at a Workshop next Tuesday, May 25. Over the last several months we have raised a number of issues in connection with the hospital's redevelopment plan.

We have asked that:

1.. MMC support and fund for an independent sound study of proposed helicopter operations and the impact of such operations on the neighborhood.

2.. MMC provide the Neighborhood Council with a detailed noise mitigation plan for the proposed helicopter operations.

c.. MMC improve the facade of parking garage by incorporating more brick - amount of brick and degree of change still to be discussed.

d.. MMC improve the façade of the utility plant and assure adequate screening with large trees.

e.. MMC remove the chainlink fencing to be replaced by steel or aluminum fencing on the Vaughan Street parking lot and that the handicapped ramp be rebuilt to fit in with the historic aspect of the neighborhood.

f.. MMC play a role in facilitating the renewal of the Congress Street area contiguous to the hospital. We will be seeking that at least the following issues (which may be more fully described), be addressed in the contract that MMC hopes to strike with the City:

1.. Provisions limiting the use of the helipad to those cases in which door-to-door transport by helicopter is medically necessary, as opposed to those cases where helicopter transport to the Portland Jetport would be sufficient, together with some means to review cases for compliance with such limitations with the Neighborhood Council.

b.. A definition of the MMC "campus" to be bounded by the northern side of Bramhall Street and the western side of the relocated ___??___ Street.

c.. A binding commitment to provide substitute housing in the Parkside-Western Prom neighborhoods to replace housing being demolished for the new facilities. Such substitute housing is not to be provided in existing housing space not currently in use or being used by MMC for other purposes.

d.. A binding commitment to reconvert former housing space currently being used by MMC for other purposes.

e.. A binding commitment to dispose of, within a reasonable time, real estate not located within the redefined "campus".

f.. A binding commitment to propose a comprehensive plan for the redevelopment of the Reservoir parking lot within a 1-year period or to dispose of such site for redevelopment by others.

g.. A binding commitment to make parking facilities (Reservoir lot and new facility?) available for neighborhood residents for night and weekend parking on a reasonable basis.

h.. A binding commitment to provide and maintain an access path and steps from Congress Street to Crescent Street as proposed.

We hope that our dialogue over the past few months has helped move consideration of these issues forward in MMC's Master Planning Process that will accommodate all interests.

We look forward to continuing to work with you. So that we can adopt a formal position on the MMC plan we would appreciate your detailed response to this letter within the coming week.

Patrick R. Murphy,

President WPNA on behalf of the Neighborhood Council

Rick, I did see MMC's response dated 5/20 last week, and I sent the following comments in a previous e-mail dated 5/21/04, but never heard a response from MMC.

My two remaining concerns are as follow:

1. SNOW BAN Parking

Once again the City and the neighborhood appreciate the fact that the hospital makes the Congress Street Medical Office Building Garage (at the corner of Forest St.) available for snow ban parking, however there is a need for a more convenient snow ban parking facility for the residents in the Vaughan St./Bramhall St. neighborhood. Councilor Geraghty has received many complaints on this issue.

2. PARKING for VENDORS

My final comment related to vendors/ sub contractors who are performing ongoing regular maintenance at the facility unrelated to new construction. For just one example Johnson & Jordan mechanical contractors are purchasing up to 10 on street occupancy permits per day (for the last 9+ months), because the hospital has told them that they can only park one vehicle in the MMC lots/garage. Therefore "will the hospital agree to provide off street parking for all of their vendors/sub contractors, alleviating the need for them to purchase on street occupancy permits and tying up valuable on street parking spaces needed by residents and for turnover parking " ?

>>> "Rick Seeley" <rseeley@gpcoq.org> 5/25/2004 10:59:58 AM >>>
John,

Here is the copy of MMC's formal response. Apparently it was included under tab 6 in the notebook of recent submissions that was given to each Board member in their May 21st packet. Please let me know which questions remain unanswered once you have reviewed this, and I will be happy to relay your response and request for answers to Paul Gray if that is still needed. Thanks.

Rick

-----Original Message-----

From: Paul Gray [<mailto:GRAYP@mmc.org>]
Sent: Thursday, May 20, 2004 9:58 AM
To: Rick Seeley
Cc: Henry Dunn; Michael Ryan; AQJ@portlandmaine.gov;
SH@portlandmaine.gov
Subject: Fwd: Responses to John P

Rick

Attached are our responses to John P
We will provide copies of this memo fro inclusion in Tab 6 of the notebook
Paul