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 **Irma Heinrichs**
06/09/2005 11:10 AM

To: Nancy Muth/CH/CLB@CLB
cc: Merianne Nakagawa
Subject: CBE additional comments on Long Beach Memorial Hospital EIR

Nancy,
This came in while I was out, I'm forwarding for your agenda file.
Thanks

Irma Heinrichs
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City of Long Beach
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Irma_Heinrichs@longbeach.gov

----- Forwarded by Irma Heinrichs/CH/CLB on 06/09/2005 11:04 AM -----



Scott Kuhn
<scottkuhn@sbcglobal.net>

06/07/2005 02:33 PM

To: cityclerk@longbeach.gov, district6@ci.long-beach.ca.us,
cityattorney@longbeach.gov, citymanager@longbeach.gov,
district4@longbeach.gov, district3@longbeach.gov,
district1@longbeach.gov, kell@longbeach.gov,
district7@ci.long-beach.ca.us, district8@longbeach.gov,
district9@longbeach.gov, dan_baker@longbeach.gov

cc:

Subject: CBE additional comments on Long Beach Memorial Hospital EIR

Attached please find additional comments from CBE on the Long Beach Memorial Medical Center EIR.

Communities for a

Better Environment

<?xml:namespace prefix = o ns = "urn:schemas-microsoft-com:office:office" />
*5610 Pacific Blvd., Suite 203, Huntington Park, CA 90025 * (323) 826-9771 Fax: 323-588-7079*

Via Fax (562-570-6789) and email to cityclerk@longbeach.gov

June 7, 2005

Mayor Beverly O'Neill and Members of the Long Beach City Council
C/o Ms. Anita Garcia, Project Manager, Department of Planning and Building
City Hall, 5th floor
333 West Ocean Blvd.
Long Beach, CA 90802

**Re: Addition Comments on Long Beach Memorial Medical Center Expansion
Environmental Impact Report and Request for Adoption of Mitigation Measures**

Honorable Mayor and Members of the City Council of Long Beach:

Communities for a Better Environment (CBE) requests that the City consider and adopt, or make findings as to why they are infeasible, the following mitigation measures:

A. AFFORDABLE HOUSING:

1. Long Beach Memorial Medical Center (LBMMC) shall avoid the destruction of any housing units by advancing the timing of the construction of a parking structure, and by increasing the size of the parking structure, rather than creating new surface-level parking on the site of existing housing units.

2. LBMMC shall pay a "linkage fee" in the amount of \$2,125,000 (\$5 per square foot times 425,000 square feet) to the Long Beach Housing Development Company to be used to assist with the construction of affordable housing in the City of Long Beach.

B. CONSTRUCTION AIR QUALITY: To reduce the impacts of heavy construction equipment generating diesel exhaust and particulate matter emissions the following mitigation measures:

1. During the construction of the Project LBMMC shall use only construction equipment that is powered either by electricity, or alternative fuels ("alternative fuels"), as defined by the California Air Resources Board (CARB) such as natural gas; or, if LBMMC demonstrates to the satisfaction of the City that alternative fueled equipment is infeasible for a particular application, then LBMMC may use either: (a) emulsified diesel fuel and diesel oxidation catalysts, or; (b) diesel fuel containing less than 15 ppm sulfur and particulate traps.

2. During the construction phase of the Project, LBMMC shall offer at no charge to any Long Beach resident living within a one mile radius of the Project screening visits for asthma and chronic obstructive pulmonary disease ("COPD") as often as once every six months for any resident taking advantage of the program. LBMMC shall mail written notices in English, Spanish and Khmer to each resident in the one mile radius coverage area informing them of the availability of this service, and shall post notice of the program in a local newspaper of general circulation.

3. Within one year of the execution of this Agreement, LBMMC shall equip all of the backup diesel electricity generators on the LBMMC site with particulate traps, such as the Cleaire BUGTraps or similar devices, and shall ensure that all such generators use only low-sulfur diesel fuel containing less than 15 ppm sulfur.

4. During construction of the Project, LBMMC shall install gravel pads at all access

points to unpaved construction areas to prevent trackout.

5. Prior to the commencement of construction, LBMMC shall install wind-breaks, or plant trees/vegetative wind breaks at the windward side(s) of construction areas.

6. For areas without continuing construction, LBMMC shall maintain live perennial vegetation, and/or stabilize surface soil with dust palliative unless immediate construction is to continue; and use water or dust palliative to form crust on soil immediately following clearing/grubbing.

7. During excavation activities, LBMMC shall pre-water to allow time for penetration; dig a test hole to depth of cut to determine if soils are moist at depth and continue to pre-water if not moist to depth of cut; and apply water or dust palliative to form crust on soil following fill and compaction.

8. LBMMC shall grade each phase separately, timed to coincide with construction phase or grade entire project, but apply chemical stabilizers or ground cover to graded areas where construction phase begins more than 60 days after grading phase ends.

9. LBMMC shall limit or expeditiously remove the accumulation of mud, dust or dirt from adjacent public streets at least once every 24 hours when operations are occurring. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. (Use of blower devices is expressly forbidden for this purpose).

10. LBMMC shall install barriers with 50% or less porosity located adjacent to roadways to reduce windblown material leaving a site.

11. During construction of the Project, LBMMC shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.

C. OPERATIONAL AIR QUALITY:

1. Within one year of the execution of this Agreement, LBMMC shall provide preferential parking for electric, hybrid and other alternative fueled vehicles.

2. Within one year of the execution of this Agreement, LBMMC shall provide preferential parking for vehicles used for carpools.

3. Within one year of the execution of this Agreement, LBMMC shall provide commuter checks allowing staff to pay for public transportation tickets with pre-tax earnings.

4. Within six months of the execution of this Agreement, LBMMC shall establish a "ride-share" board to facilitate carpooling by its employees.

5. LBMCC shall use light-colored roofing materials for all facilities to be constructed as part of the Project in accordance with guidelines of the California Energy Commission.

6. LBMCC shall use light-colored paving materials for all parking facilities to be constructed as part of the Project.

D. HAZARDOUS MATERIALS: As the Project site is contaminated with hazardous materials due to historic uses of the property as an oil and gas field and as a waste dump, the Parties agree to the following additional mitigation measures:

1. LBMCC shall retain an independent consultant to develop a sampling and site characterization protocol capable of detecting all chemicals of concern known or suspected to be present throughout the site, with sampling detection limits at or below United States Environmental Protection Agency ("US EPA") and Regional Water Quality Control Board screening levels for shallow soil intended for residential use. The protocol shall include sampling for benzene, trichloroethylene, arsenic, lead, selenium, xylene, ethylbenzene, toluene and hydrogen sulfide. LBMCC shall provide the sampling and site characterization protocol to the City and the Department of Toxic Substances Control ("DTSC") for a two week review and comment period prior to implementing the protocol.

2. LBMCC shall retain an independent consultant to implement the sampling and site characterization protocol, and shall provide the results of all testing to the City and the DTSC for a two week review and comment period.

3. LBMCC shall retain an independent consultant to review the results of the sampling and site characterization protocol and to develop a site remediation plan ("Plan") to remediate all chemicals of concern detected throughout the site to levels at or below US EPA and Regional Water Quality Control Board screening levels for shallow soil intended for residential use. LBMCC shall provide the Plan to the City and DTSC for a two week review and comment period prior to implementing the Plan.

4. LBMCC shall complete all site remediation activities on each parcel in accordance with the Plan and any other requirements imposed by DTSC and/or the City prior to commencing construction on each parcel.

E. ABANDONED OIL AND GAS WELLS AND METHANE:

1. LBMCC shall retain an independent consultant to develop a sampling and site characterization protocol capable of detecting all abandoned oil and/or gas wells, and of detecting methane throughout the Project site with detection limits of 1,000 ppmv or less. The sampling protocol shall also require LBMCC to obtain fixed and biogenic gas (O₂, CO₂, and CH₄) data using a Thermal-Conductivity Detector (TCD) or a hand-held instrument. LBMCC shall provide the sampling and site characterization protocol to the City and DTSC for a two week review and comment period prior to implementing the protocol.

2. LBMMC shall retain an independent consultant to implement the sampling and site characterization protocol, and shall provide the results of all testing to the City and the DTSC for a two week review and comment period.

3. LBMMC shall retain an independent consultant to review the results of the sampling and site characterization protocol and to develop a site remediation plan ("Plan"), including: soil gas venting; constructing impermeable barriers to interrupt gas migration pathways; subsurface indoor air monitoring; and indoor air venting and alarms; and also including proper closure of all wells in accordance with the modern standards of the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR). LBMMC shall provide the site remediation plan to City, DOGGR and DTSC for a two week review and comment period prior to implementing the protocol.

4. LBMMC shall complete all site remediation and methane mitigation activities on each parcel in accordance with the Plan and any other requirements imposed by DTSC, DOGGR and/or the City prior to commencing construction on each parcel.

If the vast majority of these feasible mitigation measures are not adopted, CBE will strongly consider bringing suit to challenge the certification of the EIR and approvals for the Project.

CBE requests that the City review and consider, and include in the administrative record for this matter, the following draft and final EIRs:

1) West Gateway EIR, all pages discussing mitigation measures, including but, not limited to, section 12.2, specifically air quality mitigation measures AQ1-8 (available at <http://www.longbeach.gov/civica/filebank/blobdload.asp?BlobID=7388>)

2) Home Depot project, April 2005, all pages discussing mitigation measures, including, but not limited to, section 1.5, pages 1-4 to 1-10 (mitigation measures 4.2.1 to 4.2.8. See <http://www.longbeach.gov/civica/filebank/blobdload.asp?BlobID=7588>)

3) Douglas Park, formerly PacificCenter@LongBeach, SCH EIR No. page 2001051048, all pages discussing mitigation measures, including, but not limited to, pages 7 to 15 of the mitigation monitoring program, MM V.B.-1 to MM V.B.-27 (available at <http://www.longbeach.gov/apps/cd/projects/boeingair/issues/Appendix%20A.pdf>)

4) Long Beach Sports Park CEQA documents – all pages discussing mitigation measures, including but, not limited to, pages 7-17 to 7-21, air quality mitigation measures 4.8.1 to 4.8.9 (available at <http://www.longbeach.gov/civica/filebank/blobdload.asp?BlobID=6441>)

Thank you.

Sincerely,

**<?xml:namespace prefix = v ns =
"urn:schemas-microsoft-com:vml" />**

J. Scott Kuhn
CBE Legal Director

Cc: Laura Richardson via email to: district6@ci.long-beach.ca.us
City Attorney of Long Beach via email to: cityattorney@longbeach.gov
City Manager via email to: citymanager@longbeach.gov.

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www.cbecal.org CBE2ndCommentLetteronLongBeachMemorialHospital.pdf