

**Mitigation Measures Proposed by Long Beach Coalition for Responsible Development for the Long Beach Memorial Medical Center Expansion**

A. **AFFORDABLE HOUSING:** WHEREAS the Project proposes to remove from the Project site 51 units of housing currently occupied by many lower-income residents to create room for approximately 515 surface-level parking spaces, and the Project will create a demand for approximately 250 new units of additional workforce housing, the Parties agree to the following mitigation measures:

1. 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 paid in the Housing Trust Fund and to create affordable housing in the City of Long Beach.

B. **CONSTRUCTION AIR QUALITY:** WHEREAS the Project will require the use of heavy construction equipment generating diesel exhaust emissions, and will generate particulate matter emissions from diesel exhaust and other sources, the Parties agree to the following additional 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.

2. LBMMC shall retain an independent consultant to implement the sampling and site characterization protocol, and shall provide the results of all testing to SEIU, 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") 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. LBMMC shall provide the Plan to SEIU, the City and DTSC for a two week review and comment period prior to implementing the Plan.
  4. LBMMC 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: WHEREAS abandoned oil and gas wells exist on the site that were not closed in accordance with modern requirements, the Parties agree to the following additional mitigation measures:
1. LBMMC 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 LBMMC to obtain fixed and biogenic gas (O<sub>2</sub>, CO<sub>2</sub>, and CH<sub>4</sub>) data using a Thermal-Conductivity Detector (TCD) or a hand-held instrument. LBMMC shall provide the sampling and site characterization protocol to SEIU, 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 SEIU, 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 SEIU, the 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.