

UNITED STATES DISTRICT COURT  
UNITED STATES COURTHOUSE  
FOLEY SQUARE  
NEW YORK, NY 10007

CHAMBERS OF  
HAROLD BAER, JR.  
DISTRICT JUDGE

October 2, 1995

Mr. Kenneth F. Schoen  
Office of Compliance Consultants  
225 Broadway - 13th Floor  
New York, New York 10007

Dear Ken:

The attached order resolves the few problems that remained. Writing an opinion seemed like a waste of time, especially since the role I played in reaching this result was minimal at best. If the Court played any role, it was Judge Lasker who devoted his time and valuable counsel to the food service problems over the last several years. This note accompanying the order is simply to thank you and your staff as well as the parties and their representatives for an effort which, while it traversed a rather long and tortuous route, now seems to be set on a firm course. I am confident that all concerned will bend every effort to insure that the annexed Food Service Order and the plan it envisions are fairly administered and timely completed.

Very truly yours,

  
Hon. Harold Baer, Jr.  
U.S.D.J.

HB:as

cc: Hon. Michael P. Jacobson  
John Boston, Esq.  
Laura Chamberlain, Esq.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
JAMES BENJAMIN, et al.,

Plaintiffs,

- against -

MICHAEL P. JACOBSON, et al.,

Defendants.

and consolidated cases.  
-----X

**SUPPLEMENTAL  
ORDER RE: FOOD  
SERVICE**

Index No. 75 Civ. 3073  
(HB)

**INTRODUCTION**

By notice dated March 31, 1995, defendants moved, pursuant to Fed. R. Civ. Pro. 60(b), to modify all prior Court orders in these cases obligating defendants to plan, develop and operate a "cook/chill" system of food service in the City's jails. The cook/chill system was conceived, among other things, as a method by which defendants could provide food service to its jail population in substantial compliance with the food service provisions of the Consent Decrees entered in these cases in 1979 ("Consent Decrees"). Defendants also moved for an immediate stay of all obligations in prior Court orders to proceed with development of the cook/chill system, including the obligation in the Court's Order of November 22, 1994 to identify the site on which a cook/chill production center would be located, pending resolution of the motion to modify.

On April 24, 1995, the Court granted a stay of defendants' obligations under these orders until June 15, 1995; the stay was subsequently extended, with the parties' agreement, to July 18, 1995. On June 12, 1995, defendants presented the parties and the Court with a proposed plan that they represented would bring the jails' food service system into substantial compliance with the food service provisions of the consent decrees, without

converting to cook/chill ("the plan"). The plan was supplemented by later submissions, and the parties met with the Office of Compliance Consultants, and with the Court, to discuss it.

The parties have now agreed that the elements of the plan set forth in this Order should be adopted, together with such additions and enforcement provisions as are also set forth in this Order. The parties have also agreed that defendants should be released from their obligation to convert to a cook/chill system. The parties were in disagreement over a small number of items proposed for this Order, and the Court has ruled on these matters by their inclusion or exclusion in the Order.

**ACCORDINGLY, IT IS HEREBY ORDERED:**

1. The Order re: Revised Food Service Work Plan dated July 10, 1992, and the Food Service Work Plan annexed thereto, shall be vacated, except as follows:
  - a. The obligation of Management Initiative IV, Activity 6, concerning automation of the food purchase process, shall not be vacated and shall be completed by October 9, 1995.
  - b. The system created pursuant to Management Initiative VIII, concerning computerized management of food service-related activities, shall be continued by defendants.
  - c. The obligations of Management Initiative X, Activities 4 through 7, concerning implementation of bar coding, shall not be vacated, and shall be completed on the following schedule:

Activity 4	October 1, 1995
Activity 5	December 15, 1995
Activity 6	March 30, 1996
Activity 7	April 29, 1996

2. The Order re: Noncompliance with Food Service Work Plan dated August 17, 1993, shall be vacated in full, provided, however, that the City may apply for recoupment of the fine of \$90,400, assessed thereunder for a 110-day delay in the design stage of phase I of the cook/chill kitchen rethermalization project. The City may apply for such a recoupment upon the timely completion of the short-term improvements set forth at Paragraphs 5-6 below, or at any time after the timely completion thereof. As indicated in Paragraphs 5-6 below, completion of those improvements will be timely if effected within 15 months of the entry of this Order.

3. The Order re: Motion for Modification and Cross Motion for Sanctions and Contempt, dated September 8, 1994, is hereby modified to the extent that it shall have no further prospective effect.

4. The Stipulation of Settlement of Motion to Amend Food Service Contempt Order, "so ordered" by the Court on November 22, 1994, is hereby vacated in full.

**I. SHORT-TERM EQUIPMENT PROCUREMENT AND INFRASTRUCTURE IMPROVEMENTS**

5. Within 15 months of the entry of this order, defendants shall procure, install and have operational the equipment for each jail's food service operation listed in Appendix 1. Modifications to the list of Appendix 1 equipment may be made with the parties' consent or Court approval.

6. Within 15 months of the entry of this order, defendants shall complete the electrical wiring, gas, steam, hot water and ventilation improvements to each jail in general conformity with Appendix 2. In addition, defendants shall by that date provide the electricity necessary to support the installation and operation of the food service equipment

referred to in Paragraph 5. Modifications to the list of improvements set forth in Appendix 2 may be made with the parties' consent or Court approval.

## **II. LONG-TERM CAPITAL PROJECTS**

7. The defendants shall carry out a series of capital projects for renovations in their jail kitchen, food storage and food service facilities (including in-house food service areas). Generally, defendants shall do so by contracting for the services of design teams to prepare designs for the said projects and by contracting for construction manager/construction services to implement the designs.

8. The capital projects referred to in Paragraph 7 shall substantially conform to those listed in Appendix 3. In that Appendix, the term "construct" means building a new structure or adding a new structure to an existing structure; "renovate" means the complete reconstruction of the area in question, unless otherwise limited in Appendix 3; "upgrade" means the provision of new equipment and utilities. Modifications to the capital projects listed in Appendix 3 may be made with the parties' consent or Court agreement.

9. The capital projects shall be commenced and completed consistently with the schedule set forth in Appendix 4.

## **III. INTERIM FOOD SERVICE DURING LONG TERM PROJECTS**

10. When the capital projects listed in Appendix 3 commence at each of the jail kitchens, defendants shall ensure that each jail population is provided throughout the project with the appropriate amount of food for its population. This food shall be transported, held, and served at the temperatures required by the Food Services provisions of the Consent Decrees and the Order re: Consent Decree Compliance During In-House Food Service dated December 14, 1994 (the "In-House Food Service Order"). The Food Services

provisions of the Consent Decree and the In-House Food Service Order are annexed together hereto as Appendix 9.

11. Defendants shall provide equipment necessary to transport food from working jail kitchens to facilities whose kitchens are undergoing construction, renovation or upgrading. Defendants shall also provide equipment to ensure that transferred food is moved from the receiving area to the point of service. Such equipment shall generally conform to the numbers and types of equipment listed for each facility in Appendix 5. Defendants shall notify OCC and plaintiffs' counsel of modifications to the list of Appendix 5 equipment; modifications beyond those in general conformity with Appendix 5 may be made with the parties' consent or Court approval.

12. Defendants shall use insulated trucks to transport food to and from facilities off of Rikers Island, provided, however, that modifications to this usage of insulated trucks for off-Island routes may be made with the parties' consent or Court approval.

13. During any period when the implementation of food service renovations requires that a jail's population be provided with food from another location, the defendants shall provide a sufficient number of dedicated trucks and dedicated drivers such that the jail population being fed through an interim plan is provided with food in accordance with Paragraph 10 hereof. The dedicated truck and driver coverage shall generally conform to the numbers listed in Appendix 6. Defendants shall notify OCC and plaintiffs' counsel of modifications to the list of Appendix 6 dedicated trucks and drivers; modifications beyond those in general conformity with Appendix 6 may be made with the parties' consent or Court approval.

#### **IV. STAFFING**

##### **A. Requirements**

14. By February 1, 1996, defendants shall fully staff the food service positions listed in Appendix 7 to this order, provided, however, that the number of positions for each category of food service employee listed in Appendix 7 shall automatically increase or decrease as the defendants open or close facilities. The amount of any such increase or decrease shall be consistent with the number of positions for each such category most recently listed in Appendix 7 for the facility that is opened or closed. If defendants open a new facility not included in Appendix 7 as of the date of this order, they shall comply with Appendix A of the order of February 14, 1995 in staffing food service positions, and shall modify Appendix 7 accordingly. As used in this order, "Appendix 7" shall refer to the most recent version of Appendix 7 at the pertinent point in time.

15. Defendants shall be relieved from any obligation based on any prior court order or work plan to staff "dietary aide" positions, and any such obligation is hereby vacated, provided however, that by February 1, 1996, defendants shall provide a combination of 139 inmate workers and dietary aides to perform the functions of the 139 dietary aide positions formerly included in Appendix 7. This number of inmate dietary aide positions shall automatically increase or decrease as the defendants open or close facilities. The amount of such increase or decrease shall be consistent with the number of inmate dietary aides most recently listed in Appendix 7 for the facility that is opened or closed. Defendants shall be required to notify OCC and plaintiffs' counsel of any change of 10% or more of the number of inmate dietary aide workers.

16. With the exception of automatic adjustments due to facility closings, defendants shall be required to consult OCC and plaintiffs' counsel for any change of 10% or

more of the number of food service positions in Appendix 7. If an agreement on changes cannot be reached, court approval for such changes must be sought.

**B. Method**

17. The defendants shall use the "post-audit" method of hiring for Appendix 7 food service positions, without a requirement of clearance by the Office of Management and Budget or the Vacancy Control Board. Sanitarians are not considered food service positions for purposes of this paragraph.

18. By February 1, 1996, the defendants shall notify OCC and plaintiffs' counsel of their plans for expanding recruitment efforts, and for developing training programs designed to provide a pool of eligible applicants, for the positions listed in Appendix 7 that have more than two positions.

**C. Enforcement**

19. "Actually employed" or "actual employment," for purposes of the succeeding paragraphs, means that an employee is assigned to perform the duties of the position in question. "Actually employed" does not include (a) persons expected to be on leave of absence for up to six months, maternity leave for up to six months, or sick or disability leave for up to six months, after the expiration of that six-month period, or (b) persons absent without leave for a period greater than three months.

20. Beginning with the month of February 1996, and thereafter on a monthly basis, defendants shall report to OCC the number of persons actually employed in each category listed in Appendix 7 for that month.

21. Except as set forth below, defendants shall be subject to monetary sanctions by month for each month that the percentage of persons actually employed in any category of Appendix 7 positions is below 90%. When calculating the number of positions



that make up the 90% fill rate, if the number of positions is not a whole number, fractions of numbers over .5 shall be rounded up, and fractions of .5 or below shall be rounded down.

22. The monthly sanctions shall be calculated at three times the monthly salary and benefits of the number of vacant positions by which the Department is below 90% actual employment in each category of Appendix 7 positions, for each month that the actual employment percentage in each Appendix 7 category remains below 90%, commencing the third consecutive month that the actual employment percentage is below that level.

Adjustments to this sanction shall be at the Court's discretion, upon application of either party.

23. For the categories of Appendix 7 having more than two positions, such sanctions shall not commence until the third consecutive month that the actual employment rate for that category is less than 90%, provided, however, that for the categories of dietician, food service administrator, food service manager and public health sanitarian defendants shall not be sanctioned unless the specific jail positions pushing the fill rate below 90% have been vacant for three or more months.

24. For the categories of Appendix 7 that consist of two or fewer positions, defendants shall have a four-month grace period during which they will not be subject to sanctions for failing to have persons actually employed in those positions. Such grace period shall commence at the time that an employee in one of these categories leaves or provides defendants with written notice of his/her departure, provided that the grace period shall not commence any earlier than one month before the departure of said employee. At the end of the four-month period, if no one is actually employed in the relevant position, defendants shall be sanctioned in the amount of three times the monthly salary and benefits of the vacant position for each subsequent month until the position is filled. If, however, at the end of the

four-month period, an offer has been extended to a prospective employee, but that person rejects it, or the prospective employee is disqualified from employment for reasons unknown or not discerned by defendants at the time the offer was extended, the four-month period will commence again from the time of the prospective employee's refusal or disqualification.

25. The sequence described in paragraphs 21-24 shall repeat each month that a category declines from an actual employment rate of 90% of the Appendix 7 level, as reflected in defendants' monthly reports to OCC.

26. The defendants shall not be sanctioned under this order for circumstances occasioned by unforeseen events or circumstances beyond the control of the agencies and personnel of the defendants. The unexpected termination of an employee, by resignation, discharge, or disability, does not constitute an unforeseen event for purposes of this order.

## **V. MAINTENANCE AND REPLACEMENT**

27. The defendants shall ensure that food preparation, storage, service and sanitation equipment is well maintained and shall use their best efforts to ensure that food preparation, storage, service and sanitation equipment is in a state of good repair.

### **A. Repair**

28. By November 1, 1995, the defendants shall identify to OCC and to plaintiffs' counsel the types of food service equipment for which they intend to enter into contracts for service and/or scheduled maintenance; those items for which they intend to enter into repair contracts; and those items for which they intend to rely on Department of Correction staff for maintenance. The defendants shall report changes in these designations annually.

29. Defendants shall create specifications for critical Appendix 1 equipment service contracts and/or contracts for scheduled maintenance and repair by December 1, 1995. Defendants shall produce or make available said specifications to OCC and plaintiffs' counsel.

30. The defendants shall enter into service contracts and/or scheduled maintenance contracts and/or service and repair contracts, for critical Appendix 1 food service equipment, when said equipment is purchased.

31. The defendants shall by April 30, 1996 prepare a directive covering key aspects of maintenance of food service equipment.

32. By January 1, 1997, the defendants shall have operational a system that tracks repair requests and response times for food preparation, service and storage equipment, including those subject to service or repair contracts.

33. By December 1, 1995, defendants shall submit to OCC and plaintiffs' counsel a plan for maintaining an inventory of kitchen equipment parts that most often fail and are difficult to procure on short notice, and shall begin creating that inventory as equipment is purchased.

**B. Replacement**

34. The defendants shall establish a life-cycle replacement program for capital items of food service equipment, which shall incorporate manufacturers' estimates as modified to reflect the greater stresses of the jail environment. Defendants shall incorporate said life-cycle replacement program into the City's ten-year capital plan, commencing with the next ten-year plan.

**C. Maintenance Training and Staff**

35. The defendants shall by July 31, 1996 establish a training program for appropriate maintenance staff on the service requirements of food service equipment.

36. The defendants shall by July 31, 1996 establish a training program for appropriate kitchen staff on food service sanitation and maintenance procedures.

37. The defendants shall by July 31, 1996 establish a training program for facility managers on oversight of food service operations.

38. The foregoing training programs shall provide for the training of new staff and shall provide for refresher training of existing staff as needed.

39. At the inception, the foregoing training programs shall be provided by service companies on the maintenance of Appendix 1 equipment. Service company maintenance training shall be provided at the introduction of new types or models of critical food service and preparation equipment which are covered by scheduled maintenance or service and repair contracts.

40. The defendants shall utilize the post-audit hiring procedure for hiring the maintenance positions listed in Appendix 8 of this order, as set forth in paragraph 17.

**D. Budget**

41. The defendants shall, no later than October 1, 1996, develop a budget that yields an annual dollar figure for each jail's budget for maintenance of all food service-related facilities and equipment, based on a rational estimate of the actual amount needed to keep all facilities and equipment in good repair. The budget figure for each jail shall be based on available historical expenditure data for that jail, data regarding equipment replacement life cycles, warranties, and service contracts, and such other relevant data as the defendants may obtain or develop.

**VI. SANITATION**

42. Defendants shall ensure that the food service preparation, storage and dining areas, limited in housing areas, however, to communal areas where food is consumed, are maintained in a sanitary manner in compliance with the Food Services provisions of the Consent Decrees and In-House Food Service Order. To this end, inter alia, defendants shall maintain adequate sanitation equipment and supplies.

43. The defendants shall prepare and submit to OCC and plaintiffs' counsel, 60 days before the opening of the new central storage facility at the James A. Thomas Center, procedures for ensuring that food items are not retained in that storehouse past their expiration dates.

44. Within three months from the date of this order, the defendants shall promulgate Directive 3902 and 3905.

45. Commencing six months from the date of this order, the defendants, through DOC's Inspectional Services and Compliance Division, shall prepare and circulate to OCC and plaintiffs' counsel a monthly report listing, for each jail, all deficiencies in food service area sanitation discovered through the monthly DOC sanitarian facility inspections required in Directive 3905. The monthly report shall include DOC's actions taken in response to all deficiencies and shall indicate whether that action conformed to the requirements of Directive 3905. The defendant shall also circulate to OCC and plaintiffs' counsel the reports prepared by DOC sanitarians during their monthly food service area inspections.

46. Within three months from the date of this order, the parties shall negotiate protocols for monitoring defendants' compliance with the food service sanitation standards and procedures set forth in Directive 3902, and for updating the Directives 3902

and 3905 as needed. Within one month of the establishment of such monitoring protocols, defendants shall include in the monthly reports described in paragraph 45 information from these monitoring protocols regarding the jails' compliance with the food service sanitation standards and procedures set forth in Directive 3902.

47. After six months of receiving such reports, and at any time thereafter, OCC shall assess whether there are systemic and/or persistent problems with sanitation in food service areas as defined in paragraph 42, or with DOC's system of monitoring sanitation that need to be addressed by further remedial relief. OCC's assessment shall be based on the reports described in paragraphs 45 and 46, and on OCC's own observations and inspections of food service areas, including periodic inspections of food service areas by a trained sanitarian retained by OCC. If OCC believes that there are such systemic and/or persistent problems, after comments by the parties, OCC may at its discretion submit a proposed supplemental order to the Court, upon notice to the parties, to address such problems. Any such order may include the imposition of sanctions for repeated noncompliance with the food service sanitation requirements of the Consent Decree.

## **VII. ENFORCEMENT OF COMPLETION DATES**

48. If the defendants believe they cannot comply with any deadline contained within this order, they shall in writing request an extension of time from the Court via OCC as soon as the need for an extension becomes apparent, and in any case no later than one week before the date stated in the order.

49. The parties, with OCC's assistance, shall attempt to resolve in good faith all adjustments in completion dates and/or substantive provisions of this order as are necessary, and shall consult with each other before seeking court approval for such changes. The Court shall be notified in writing of such agreed upon changes. To the extent that the

parties are unable to reach agreement on extensions of completion dates or changes in substantive provisions, the appropriate party shall promptly and in writing request such extensions of time or changes in substantive provisions.

50. The following enforcement mechanism is adopted for all completion dates in this order, except for those pertaining to the hiring of staff:

a. In any case in which defendants fail to meet a completion date set forth herein, and have not obtained an extension of the completion date by agreement or from the Court, defendants shall be fined \$100 a day for each day of noncompliance for a period of 14 days. If noncompliance continues after 14 days, the fine shall be increased to \$500 a day for each day of noncompliance for a further period of 28 days. After the 28th day of noncompliance, the fine shall be increased to \$1000 a day for each additional day of noncompliance.

b. The amount of the fine imposed pursuant to subparagraph (a) above may be adjusted by the Court after the 14th day of noncompliance:

(1) upon a showing by the defendants that the amount is unreasonable and oppressive in relation to the seriousness of the noncompliance; or

(2) upon a showing by the plaintiffs that the amount is too small relative to the cost of compliance effectively to coerce defendants' efforts to achieve prompt compliance; or

(3) on the basis of any other factors the Court deems in its discretion to be relevant.

c. Any fine imposed for the failure to meet a "design" date or construction "start" date for a capital project will be recouped by defendants in the event that the defendants meet the construction "completion" date for the relevant capital project as

determined by OCC. Any fine imposed for the failure to timely meet the reporting requirements of Paragraphs 28-29 will be recouped by defendants in the event that the defendants meet the "completion" date for the purchase of critical Appendix 1 equipment and the critical Appendix 1 equipment service contracts and/or contracts for scheduled maintenance and repair referred to in Paragraph 29 as determined by OCC.

d. Defendants shall be excused from paying the above described fines in any case in which they show that their noncompliance with the relevant completion date was occasioned by unforeseen events or circumstances beyond the control of the agencies and personnel of the defendants.

e. All fines collected hereunder shall be set aside in a fund for the benefit of the plaintiff class, and shall be used specifically to purchase non-mandated literature/book/services for the plaintiff class, as determined by the Court. Such monies shall not replace monies previously planned for this purpose. Fines subject to recoupment provisions shall be held in escrow until such time as it is determined that there can be no recoupment.

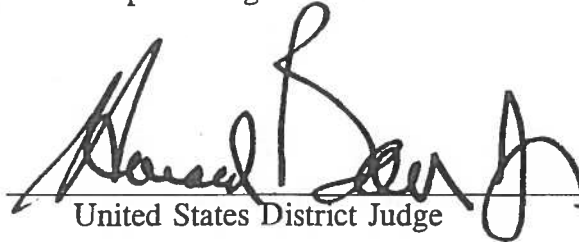
51. OCC shall compute the amount of any fines owed under Paragraph 50 above, subject to the parties' right to be heard in opposition and to de novo review by the Court. The defendants shall be given a reasonable period, and in any case no less than two weeks from receipt of written notice, to respond to any allegations of noncompliance prior to OCC requesting the imposition of fines from the Court.

52. In the event that defendants are unable to consistently maintain compliance with the staffing, maintenance and sanitation requirements of this order, plaintiffs' counsel may apply hereunder for further remedial relief. Conversely, in the event that defendants consistently maintain compliance with the staffing, maintenance and sanitation



requirements of this order, defendants may apply for vacatur of specific provisions of this order addressing those areas in accordance with prevailing law.

SO ORDERED  
DATED: Oct 2, 1995

  
United States District Judge

## APPENDIX 1

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### Food Service Equipment

This appendix lists the equipment for each jail's food service operation referred to in ¶5 of this order.

*The City of New York Department of Correction*  
*Food Service Plan*

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AMKC

- 6 Combi Ovens (Gas Fired)
- 6 Roll-in Racks
- 8 Roll in Heated Cabinets
- 8 Roll-in Racks
- 4 Roll in Refrigerated Cabinets
- 4 Roll-in Racks
- 24 Dozen 6" Half Pans
- 24 Dozen half pan lids
- 24 Dozen Sheet Pans
- 24 1200 MPC Cambros for transport GP food
- 24 1200 MPC Cambros for transport Halal food
- 24 600 MPC Cambros for GP
- 24 600 MPC Cambros for Halal
- 88 500 LCD Cambros Beverage Hot & Cold
- 44 Utility Carts
- 3000 Large Cafeteria Trays
- 44 Small Stainless Steel Tables
- 48 3 compartment Heated Cafeteria Carts with heated compartment under counter. 24 GP - 24 Halal
- 44 2 compartment refrigerated cafeteria carts with refrigeration under counter.
- 40 2 compartment heated cafeteria carts with heated compartments under counter. 20 GP - 20 Halal

Spoodles for GP	3 Oz Honey	5290040	8 Dozen
		5290140	8 Dozen
	4 Oz Honey	5290240	8 Dozen
		5290340	8 Dozen
	6 Oz Honey	5290440	8 Dozen
		5290540	8 Dozen

Spoodles for Halal	3 Oz Black	5290060	8 Dozen
		5290160	8 Dozen
	4 Oz Black	5290260	8 Dozen
		5290360	8 Dozen
	6 Oz Black	5290460	8 Dozen
		5290560	8 Dozen

*The City of New York Department of Correction*  
*Food Service Plan*

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ARDC

**Kitchen**

- 6 Combi Ovens (Gas Filled)
- 6 Roll-in Racks
- 8 Roll-in heated cabinets
- 8 Roll-in Racks
- 4 Roll-in Refrigerators
- 4 Roll-in Racks
- 1 Dishmachine

**Small Wares:**

- 10 1000 LCD Beverage Cambros
- 24 Dozen Sheet Pans
- 12 Dozen 6" hotel Pans
- 12 Dozen hotel lids
- 1 Meat Slicer
- 1 Vegetable Cutter with attachments
- 2500 Large Cafeteria Trays

Spoodles for GP	3 Oz Honey	5290040	6 Dozen
		5290140	6 Dozen
	4 Oz Honey	5290240	6 Dozen
		5290340	6 Dozen
	6 Oz Honey	5290440	6 Dozen
		5290540	6 Dozen

Spoodles for Halal	3 Oz Black	5290060	6 Dozen
		5290160	6 Dozen
	4 Oz Black	5290260	6 Dozen
		290360	6 Dozen
	6 Oz Black	5290460	6 Dozen
		5290560	6 Dozen

**Mod Two (2):**

- 3 1-Sect. Roll-in Heated Cabinet
- 2 1-Sect. Roll-in Refrigerator
- 5 Mobile pan Rack
- 12 Cambro #1200 MPC (Halal)
- 12 Cambro #1200 MPC (GP)

*The City of New York Department of Correction*  
*Food Service Plan*

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8	Cambro #1200 LCD
12	Cambro #350 LCD (GP)
12	Cambro #1200 LCD (Halal)

Equipment for ARDC Sprung Area

2	4-Well Mobile Hot Food Cart
2	mobile Cold Food counter
1	Coffe machine
1	Juice machine
1	Locked cabinet to house coffee and juice machines
1	1-Sect. Roll-in Heated Cabinet
1	mobile pan rack
1	Hand-sink
12	Cambro #1200 MPC (GP)
12	Cambro #1200 MPC (GP)
8	1000 LCD for Beverage.
12	Cambro #350 LCD (GP)
12	Cambro #350 LCD (Halal)

Inmate Housing Areas

6	3-Well mobile food carts (GP)
6	3-Well mobile food carts (Halal)
6	Mobile Cold Food counter
8 doz	6" hotel pans and lids
6	Cambro #600 MPC (GP)
6	Cambro #600 MPC (Halal)
12	Cambro #500 LCD

*The City of New York Department of Correction*  
*Food Service Plan*

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CIFM

**Kitchen**

- 6 Combi Ovens (Gas Fired)
- 6 Roll-in Racks
- 2 100 gallon kettles needs to be replaced
- 8 Roll-in heated cabinets
- 8 Roll-in Racks
- 4 Roll-in refrigerators
- 4 Roll-in Racks

**Small Equipment**

- 8 1000 LCD Beverage Cambros
- 24 Dozen Sheet Pans
- 8 Dozen 6" hotel Pans
- 8 Dozen hotel lids
- 1 Meat Slicers
- 1 Vegetable Cutter with attachments
- 2500 Trays

Spoodles for GP	3 Oz Honey	5290040	4 Dozen
		5290140	4 Dozen
	4 Oz Honey	5290240	4 Dozen
		5290340	4 Dozen
	6 Oz Honey	5290440	4 Dozen
		5290540	4 Dozen

Spoodles for Halal	3 Oz Black	5290060	4 Dozen
		5290160	4 Dozen
	4 Oz Black	5290260	4 Dozen
		5290360	4 Dozen
	6 Oz Black	5290460	4 Dozen
		5290560	4 Dozen

**Equipment needed for the main servery:**

- 1 Roll-in refrigerator
- 1 Roll-in Rack
- 1 Roll-in heated cabinet
- 1 Roll-in Rack
- 1 4 well heated cart
- 1 coffee machine

*The City of New York Department of Correction*  
*Food Service Plan*

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- 1 juice machine
- 1 Locked cabinet to house coffee and juice machines.

**Sprung Area at C1FM:**

- 1 coffee machine
- 1 juice machine
- 1 locked cabinet (reach-in storage)
- 3 roll-in heated cabinets
- 3 Roll-in Racks
- 2 roll-in refrigerators
- 2 Roll-in Racks
- 1 ice machine

**Equipment/ware**

- 1 Beverage table and sink
- 12 1200 MPC Cambros for General Pop.
- 12 1200 MPC Cambros for Halal
- 8 1000 LCD for Beverage.
- 12 350 LCD for soup GP
- 12 350 LCD for soup Halal

**Dining Areas: 8 housing areas**

- 16 3 compartment heated cafeteria carts with heated compartments under counter 8 GP - 8 Halal
- 8 2 compartment refrigerated cafeteria carts with refrigerators under counter.

**Equipment/ware**

- 8 Dozen 6" ½ hotel pans
- 8 Dozen lids
- 8 600 MPC Cambros for GP
- 8 600 MPC Cambros for Halal
- 16 500 LCD Cambros beverages

*The City of New York Department of Correction*  
*Food Service Plan*

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**GMDC**

**Main Kitchen:**

10 Combi-Ovens Gas Fired  
10 Roll-in Racks  
9 100 gal kettles  
12 Roll-in heated cabinets  
12 Roll-in Racks  
6 Roll-in refrigerators  
6 Roll-in Racks

**Small Wares:**

1 Meat Slicer  
1 Vegetable Cutter with attachments  
36 dozen sheet pans  
36 dozen 6" hotel pans  
36 dozen lids for hotel pans  
24 bakers bins with dollies  
3000 trays

Spoodles for GP	3 Oz Honey	5290040	8 Dozen
		5290140	8 Dozen
	4 Oz Honey	5290240	8 Dozen
		5290340	8 Dozen
	6 Oz Honey	5290440	8 Dozen
		5290540	8 Dozen
Spoodles for Halal	3 Oz Black	5290060	8 Dozen
		5290160	8 Dozen
	4 Oz Black	5290260	8 Dozen
		5290360	8 Dozen
	6 Oz Black	5290460	8 Dozen
		5290560	8 Dozen

**Equipment needed for the servery:**

Coffee Machine  
Juice Machines  
Locked cabinet to house coffee and juice machines.

**Mod 1:**

Food service equipment must be evaluated, repaired and/or replaced if needed.



*The City of New York Department of Correction*  
*Food Service Plan*

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- 2 Coffee Machine for servery.
- 2 Juice Machines for servery.
- 2 Locked cabinet to house coffee and juice machines.
- 6 Roll-In Heated Cabinets
- 6 Roll-in Racks
- 6 Roll-In Refrigerated Cabinets
- 6 Roll-in Racks
- 1 Dishmachine

**Small Wares:**

- |    |         |   |                |
|----|---------|---|----------------|
| 16 | Cambros | - | 1200 MPC GP    |
| 16 | Cambros | - | 1200 MPC Halal |
| 12 | Cambros | - | 1000 LCD       |

Exhaust needs to be upgraded, dining room needs to be renovated, and Dishmachine needs to be replaced.

**Dorm 10:**

Food service equipment must be evaluated, repaired and/or replaced if needed.

- 1 Coffee Machine for servery.
- 1 Juice Machines for servery.
- 1 Locked cabinet to house coffee and juice machines.
- 3 Roll-In Heated Cabinets
- 3 Roll-in Racks
- 2 Roll-In Refrigerated Cabinets
- 2 Roll-in Racks
- 1 Ice Machine

**Small Wares:**

- |    |         |   |                |
|----|---------|---|----------------|
| 16 | Cambros | - | 1200 MPC GP    |
| 16 | Cambros | - | 1200 MPC Halal |
| 12 | Cambros | - | 1000 LCD       |

**Sprung 6:**

- 3 Cafeteria 4 compartment heated wells,  
one for GP, Halal, and Therapeutic Diets.
- 3 Cafeteria 2 compartment refrigerated cold wells.
- 1 Coffee Machine for servery.
- 1 Juice Machines for servery.

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1	Locked cabinet to house coffee and juice machines.		
3	Roll-In Heated Cabinets		
3	Roll-in racks		
2	Roll-In Refrigerated Cabinets		
2	Roll-in Racks		
1	Ice Machine		
12	Cambros	-v	1200 MPC GP
12	Cambros	-	1200 MPC Halal
8	Cambros	-	1000 LCD

**Dorm 4: (Servery)**

2	Cafeteria 4 compartment heated wells, one for GP, Halal, and Therapeutic Diets.		
2	Cafeteria 2 compartment refrigerated cold wells.		
1	Coffee Machine for servery.		
1	Juice Machines for servery.		
1	Locked cabinet to house coffee and juice machines.		
3	Roll-In Heated Cabinets		
3	Roll-in Racks		
2	Roll-In Refrigerated Cabinets		
2	Roll-in Racks		
1	Ice Machine		

**Small Wares:**

12	Cambros	-	1200 MPC GP
12	Cambros	-	1200 MPC Halal
8	Cambros	-	1000 LCD

**Pantries Areas: In-house**

10	3 compartment heated cafeteria carts with heated compartments under counter SGP- 5 Halal		
5	2 compartment refrigerated cafeteria carts with refrigerators under counter.		
8	Dozen 6" ½ hotel pans		
8	Dozen lids		
5	600 MPC Cambros for GP		
5	600 MPC Cambros for Halal		
10	500 LCD Cambros beverages		
5	Hand Sinks		
5	Coffee Machine for servery.		
5	Juice Machines for servery.		
5	Locked cabinet to house coffee and juice machines.		

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GRVC

Kitchen

- 2 100 agl kettles
- 4 Roll-in heated cabinets
- 4 Roll-in Racks
- 1 Preewash sink

Replace the two (2) tilt braziers with two (2) 100 gallon kettles.

Repair the Servo-lift carts. Trays need to be purchased (Halal and GP) to fit these carts. 2400 hot trays 1600 cold trays

Install pre-wash sinks in the dishroom.

**Small Wares:**

- 1 Meat Slicer
- 1 Vegetable Cutter with attachments
- 12 dozen sheet pans
- 12 dozen 6" hotel pans
- 12 dozen lids for hotel pans

Spoodles for GP	3 Oz Honey	5290040	3 Dozen
		5290140	3 Dozen
	4 Oz Honey	5290240	3 Dozen
		5290340	3 Dozen
	6 Oz Honey	5290440	3 Dozen
		5290540	3 Dozen
Spoodles for Halal	3 Oz Black	5290060	3 Dozen
		5290160	3 Dozen
	4 Oz Black	5290260	3 Dozen
		5290360	3 Dozen
	6 Oz Black	5290460	3 Dozen
		5290560	3 Dozen

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JATC

5	Combi-Style Ovens (Gas Fired)
5	Roll-in Racks
6	Roll-In Heated Cabinets
6	Roll-in Racks
3	Roll-in Refrigerators
3	Roll-in Racks
1	Meat Slicer
1	Vegetable Cutter with attachments
12	Dozen 6" hotel Pans
12	Dozen lids to fit the above
8	Dozen 6" ½ Hotel Pans
8	Dozen ½ lids to fit the above
24	Dozen sheet pans
2	Dozen Cutting Boards
1	Dozen Cooking Forks (heavy Duty)
6	Pot & and Racks
3	80 QT. Mixing Bowls for Hobart Mixer
4	Electric Can Openers
1	Dishmachine

**Sanitation:**

All food trays, pans, utensil, Cambros will be returned to NIC for cleaning. The serving equipment in the congregate and in-house feeding areas will be cleaned there.

Warewashing Machine - A new Warewashing machine is needed to replace the present one at NIC in order to accommodate 5400 additional trays daily.

1 Somat type machine

Equipment needed for 1000 bulk in-house feeding: eight (8) day rooms, 1A and 1B a total of 10 feeding areas.

20 Two (2) permanent steam generated heated (3) compartment wells with heating cabinets under counter, one for GP, and one for Halal and Therapeutic Diets.  
10 GP - 10 Halal

10 Permanent refrigerated cold pans with refrigeration under counter.

20 500 LCD Beverage Cambros

10 600 MPC Cambros GP

10 600 MPC Cambros Halal

10 Hand Sinks for each feeding area

10 Coffee Machine for each feeding area.

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- 10 Juice Machine for each feeding area.
- 10 Locked cabinet to house coffee and juice machines.

**Servery:**

Three (3) permanent steam generated heated (4) compartment wells, one for GP, Halal, and Therapeutic Diets.

Three (3) permanent refrigerated cold pans.

Coffee Machine for servery.

Juice Machines for servery.

Locked cabinet to house coffee and juice machines.

- 3 Roll-In Heated Cabinets
- 3 Roll-in Racks
- 3 Roll-In Refrigerated Cabinets
- 3 Roll-in Racks
- 1 Ice machine
- 12 Cambros - 1200 MPC for GP
- 12 Cambros - 1200 MPC for Halal
- 12 Cambros - 1000 LCD
- 10 Utility Carts
- 2000 Large Trays

Spoodles for GP	3 Oz Honey	5290040	3 Dozen
		5290140	3 Dozen
	4 Oz Honey	5290240	3 Dozen
		5290340	3 Dozen
	6 Oz Honey	5290440	3 Dozen
		5290540	3 Dozen

Spoodles for Halal	3 Oz Black	5290060	3 Dozen
		5290160	3 Dozen
	4 Oz Black	5290260	3 Dozen
		5290360	3 Dozen
	6 Oz Black	5290460	3 Dozen
		5290560	3 Dozen

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NIC

16 600 MPC for GP  
16 600 MPC for Halal  
32 500 LCD  
1 Vegetable Cutter with Attachments  
1 Meat Slicer  
6 Sets Curtain Strips for refrigerators and Freezers  
8 2 compartment heated cafeteria carts with heated  
compartments under counter. 4 GP - 4 Halal  
4 2 compartment refrigerated cafeteria carts with  
refrigeration under counter.  
4 Dozen 6" ½ pans  
4 Dozen ½ lids  
1 Ice machine  
16 Mobile cold food carts  
1 Trayline  
2 3-well heated cafeteria carts  
2 3-well refrigerated cafeteria carts  
1000 Food Trays.

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OBCC

Replace the two (2) tilt braziers with two (2) 100 gallon kettles.

Install 1 pre-wash sinks in the dishroom.

- 1 Food Prep table with two Sinks
- 3 Roll-in Heated Cabinets
- 8 Roll-in racks

**Small Wares:**

1	Meat Slicer			
1	Vegetable Cutter with attachments			
18	dozen sheet pans			
2	dozen 6" hotel pans			
12	dozen lids for hotel pans			
2000 Trays				
Spoodles for GP	3 Oz Honey	5290040	4 Dozen	
		5290140	4 Dozen	
	4 Oz Honey	5290240	4 Dozen	
		5290340	4 Dozen	
	6 Oz Honey	5290440	4 Dozen	
		5290540	4 Dozen	
Spoodles for Halal	3 Oz Black	5290060	4 Dozen	
		5290160	4 Dozen	
	4 Oz Black	5290260	4 Dozen	
		5290360	4 Dozen	
	6 Oz Black	5290460	4 Dozen	
		5290560	4 Dozen	

**Pantries Areas: In- House:**

- 32 2 compartment heated cafeteria carts with heated compartments under counter  
16 GP - 16 Halal.
- 16 2 compartment refrigerated cafeteria carts with refrigerators under counter.

**Small Wares:**

- 32 500 LCD

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- 16 600 MPC for GP.
- 16 600 MPC for Halal.
- coffee urns
- juice machines
- cabinets to house machines
- 8 Dozen ½ 6" hotel pans
- 8 Dozen ½ hotel lids

**Servery Area:**

Servery and equipment must be evaluated, repaired and/or replaced if needed. Also, repair pre-existing dishroom, floors and also the ventilation system.

Evaluate the existing ice machines, repair and/or replace. Then relocate the ice machines to the old staff servery/dining room. Also, place the following equipment in this area:

- 1 Coffee Machines
- 1 Beverage Machines
- 1 Ice Machine

The area where the ice machine were located, place the following equipment:

- 3 roll-in heated cabinets
- 3 roll-in racks
- 2 roll-in refrigerated cabinets
- 2 roll-in racks

**Small Wares:**

- 12 1200 MPC Cambros GP
- 12 1200 MPC Cambros Halal
- 12 1000 LCD



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RMSC

**Kitchen**

1 Combi-Oven

**Small Equipment/ware**

1 meat slicer  
12 Dozen 6" hotel Pans  
12 Dozen hotel lids  
2000 Trays  
1 Vegetable cutter with attachments

Spoodles for GP	3 Oz Honey	5290040	3 Dozen
		5290140	3 Dozen
	4 Oz Honey	5290240	3 Dozen
		5290340	3 Dozen
	6 Oz Honey	5290440	3 Dozen
		5290540	3 Dozen
Spoodles for Halal	3 Oz Black	5290060	3 Dozen
		5290160	3 Dozen
	4 Oz Black	5290260	3 Dozen
		5290360	3 Dozen
	6 Oz Black	5290460	3 Dozen
		5290560	3 Dozen

**Equipment needed for the servery:**

Coffee Machine for servery.  
Juice Machines for servery.  
Locked cabinet to house coffee and juice machines.  
Repair and/or replace reach-in refrigerated cabinets.  
2 roll-in heated cabinets  
2 roll-in racks

**Pantry Areas:**

28 2 compartment heated cafeteria carts with heated compartments under counter  
14 GP - 14 Halal  
14 2 compartment refrigerated cafeteria carts with refrigerators under counter.

**Short Term Equipment/ware**

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- 8 Dozen 6" 1/2 hotel pans
- 8 Dozen lids
- 14 600 MPC Cambros for GP
- 14 600 MPC Cambros for Halal
- 28 500 LCD Cambros beverages

Dishroom- Evaluate and upgrade exhaust system and Dishmachine.

Plumbing, electrical and exhaust drain system, floors must be evaluated and serviced as necessary.

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West Facility

Servery

- 3 Roll-in heated cabinets
- 3 roll-in racks
- 2 Roll-in refrigerated cabinets
- 2 roll-in racks
- Coffee Machines
- Juice Machines
- Cabinet to store coffee/and juice machines.

Small Wares:

Spoodles for GP	3 OZ HONEY	5290040	3 DOZEN
		5290140	3 DOZEN
	4 OZ HONEY	5290240	3 DOZEN
		5290340	3 DOZEN
	6 OZ HONEY	5290440	3 DOZEN
		5290540	3 DOZEN
Spoodles for Halal	3 OZ BLACK	5290060	3 DOZEN
		5290160	3 DOZEN
	4 OZ BLACK	5290260	3 DOZEN
		5290360	3 DOZEN
	6 OZ BLACK	5290460	3 DOZEN
		5290560	3 DOZEN

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BCF

**Kitchen**

- 4 Combi-Ovens Gas Fired
- 4 roll-in racks
- 2 Roll-in heated cabinet
- 2 roll-in racks

**Small Wares:**

- 1 Vegetable Cutter with attachments
- 10 dozen sheet pans
- 1200 Trays
- Spoodles for GP
  - 3 Oz Honey 5290040 4 Dozen
  - 5290140 4 Dozen
  - 4 Oz Honey 5290240 4 Dozen
  - 5290340 4 Dozen
  - 6 Oz Honey 5290440 4 Dozen
  - 5290540 4 Dozen
- Spoodles for Halal
  - 3 Oz Black 5290060 4 Dozen
  - 5290160 4 Dozen
  - 4 Oz Black 5290260 4 Dozen
  - 5290360 4 Dozen
  - 6 Oz Black 5290460 4 Dozen
  - 5290560 4 Dozen

**Sergeries - Three Areas**

- 3 Cafeteria 3 compartment heated wells,  
for GP with heated compartments under counter
- 3 Cafeteria 3 compartment heated wells,  
for Halal with heated compartments under counter.
- 3 Cafeteria 2 compartment refrigerated cold wells.
- 3 Portable stainless steel tables 3'x 4' with shelf.
- 3 Coffee Machine for servery.
- 3 Juice Machines for servery.
- 3 Roll-In Heated Cabinets
- 3 Roll-in Carts
- 3 Roll-In Refrigerated Cabinets
- 3 Roll-in Carts
- 9 1200 MPC for GP.
- 9 1200 MPC for Halal.
- 18 500 LCD Beverage
- 12 Dozen 6" hotel pans
- 12 Dozen hotel lid

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**BKHDM**

**Kitchen**

- 4 Combi-Ovens Gas Fired
- 1 Roll-in heated cabinet
- 1 Roll-in Carts
- 1 Roll-in refrigerator
- 1 Roll-in Carts

**Small Wares:**

- 1 Meat Slicer
- 1 Vegetable Cutter with attachments
- 10 dozen sheet pans
- 4 Dozen Sandwich containers to transport sandwiches to courts
- 24 Dollies
- 2 Sandwich sealers
- 800 Trays

Spoodles for GP	3 Oz Honey	5290040	4 Dozen
		5290140	4 Dozen
	4 Oz Honey	5290240	4 Dozen
		5290340	4 Dozen
	6 Oz Honey	5290440	4 Dozen
		5290540	4 Dozen
Spoodles for Halal	3 Oz Black	5290060	4 Dozen
		5290160	4 Dozen
	4 Oz Black	5290260	4 Dozen
		5290360	4 Dozen
	6 Oz Black	5290460	4 Dozen
		5290560	4 Dozen

**Pantries Areas: In- House:**

- 16 3 compartment heated cafeteria carts with heated compartments under counter 8 GP - 8 Halal.
- 8 2 compartment refrigerated cafeteria carts with refrigerators under counter.

**Small Wares:**

- 8 600 MPC for GP.
- 8 600 MPC for Halal.
- 16 500 LCD Beverage coffee urns

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	juice machines
	cabinets to house machines
10	Dozen ½ 6" hotel pans
10	Dozen ½ hotel lids
8	Utility Carts

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**BXHDM**

**Kitchen**

- 3 Combi-Ovens Gas Fired
- 3 Roll-in Racks
- 2 Roll-in heated cabinets
- 2 Roll-in Racks
- 1 Roll-in refrigerators
- 1 Roll-in Racks
- 1 Dish Machine

**Small Wares:**

- 1 Meat Slicer
- 1 Vegetable Cutter with attachments
- 8 dozen sheet pans
- 2 Dozen Sandwich containers to transport sandwiches to courts.
- 12 Dollies
- 1 Sandwich sealer
- 500 Trays
- Spoodles for GP
  - 3 Oz Honey 5290040 4 Dozen
  - 5290140 4 Dozen
  - 4 Oz Honey 5290240 4 Dozen
  - 5290340 4 Dozen
  - 6 Oz Honey 5290440 4 Dozen
  - 5290540 4 Dozen
- Spoodles for Halal
  - 3 Oz Black 5290060 4 Dozen
  - 5290160 4 Dozen
  - 4 Oz Black 5290260 4 Dozen
  - 5290360 4 Dozen
  - 6 Oz Black 5290460 4 Dozen
  - 5290560 4 Dozen

**Pantries Areas: In- House:**

- 10 3 compartment heated cafeteria carts with heated compartments under counter 5 GP - 5 Halal.
- 16 2 compartment heated cafeteria carts with heated compartments under counter 8 GP - 8 Halal.
- 13 2 compartment refrigerated cafeteria carts with refrigerators under counter.

**Small Wares:**

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13	600 MPC for GP.
13	600 MPC for Halal.
26	500 LCD Beverage
	coffee urns
	juice machines
	cabinets to house machines
8	Dozen ½ 6" hotel pans
8	Dozen ½ hotel lids
13	Utility Carts



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MDC

**Kitchen**

- 3 Combi-Ovens
- 3 Roll-in Racks

**Small Wares:**

- 2 Meat Slicers
- 1 Vegetable Cutter with attachments
- 8 dozen sheet pans
- 4 Dozen Sandwich containers to transport sandwiches to courts.
- 2 Sandwich machine sealers
- 8 dozen 6" hotel pans
- 8 dozen lids for hotel pans
- 800 Trays
- coffee urns
- juice machines
- cabinets to house machines

Spoodles for GP	3 Oz Honey	5290040	4 Dozen
		5290140	4 Dozen
	4 Oz Honey	5290240	4 Dozen
		5290340	4 Dozen
	6 Oz Honey	5290440	4 Dozen
		5290540	4 Dozen
Spoodles for Halal	3 Oz Black	5290060	4 Dozen
		5290160	4 Dozen
	4 Oz Black	5290260	4 Dozen
		290360	4 Dozen
	6 Oz Black	5290460	4 Dozen
		5290560	4 Dozen

**Pantries In-house:**

In the South Tower evaluate the food service equipment in the following pantries repair and/or replace as needed.

4W    5W    5E    6W    6E    7W    8W    8E    9W    9E  
10W   11W   11E

In the North Tower the following food service equipment will be needed also, evaluate the electrical line and/or outlets for the following equipment:

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- 24     2 compartment heated cafeteria carts with heated compartments under counter  
for 12 GP and 12 Halal.
- 12     2 compartment refrigerated cafeteria carts with refrigerators under counter.

**Small Wares:**

- 25     600 MPC for GP.  
25     600 MPC for Halal.  
50     500 LCD Beverage  
8     Dozen ½ 6" hotel pans  
8     Dozen ½ hotel lids

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MTF III

**Kitchen**

**Small Wares:**

16 #500 LCD  
1 Meat Slicer  
1 Vegetable Cutter with attachments  
8 dozen sheet pans  
12 Utility Carts  
800 Trays  
coffee urns  
juice machines  
cabinets to house machines  
10 doz 6" Hotel Pans and Lids

Spoodles for GP	3 Oz Honey	5290040	4 Dozen
		5290140	4 Dozen
	4 Oz Honey	5290240	4 Dozen
		5290340	4 Dozen
	6 Oz Honey	5290440	4 Dozen
Spoodles for Halal		5290540	4 Dozen
	3 Oz Black	5290060	4 Dozen
		5290160	4 Dozen
	4 Oz Black	5290260	4 Dozen
		5290360	4 Dozen
	6 Oz Black	5290460	4 Dozen
		5290560	4 Dozen

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**QNHDM**

**Kitchen**

- 3 Combi-Ovens Gas Fired (Replace Stack Ovens)
- 3 Roll-in Racks
- 1 Two (2) compartment reach-in freezer.
- 1 100 Gallon kettle (steam)
- 1 Roll-in heated cabinets
- 1 Roll-in Rack
- 1 Roll-in refrigerator
- 1 Roll-in Rack
- 1 Dish Machine

**Small Wares:**

- 1 Meat Slicer
- 1 Vegetable Cutter with attachments
- 8 dozen sheet pans
- 2 Dozen Sandwich containers to transport sandwiches to courts.
- 12 Dollies
- 1 Sandwich sealer
- 500 Trays

Spoodles for GP	3 Oz Honey	5290040	4 Dozen
		5290140	4 Dozen
	4 Oz Honey	5290240	4 Dozen
		5290340	4 Dozen
	6 Oz Honey	5290440	4 Dozen
		5290540	4 Dozen
Spoodles for Halal	3 Oz Black	290060	4 Dozen
		5290160	4 Dozen
	4 Oz Black	5290260	4 Dozen
		5290360	4 Dozen
	6 Oz Black	5290460	4 Dozen
		5290560	4 Dozen

**Pantries Areas: In- House:**

- 10 3 compartment heated cafeteria carts with heated compartments under counter 5 GP - 5 Halal.
- 5 2 compartment refrigerated cafeteria carts with refrigerators under counter.

**Small Wares:**

- 5 600 MPC for GP.

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5	600 MPC for Halal.
10	500 LCD Beverage coffee urns juice machines & cabinets to house beverages
8	Dozen 1/2 6" hotel pans
8	Dozen 1/2 hotel lids
10	Utility Carts

## APPENDIX 2

### Scope of Short Term Food Service Plan

This chart summarizes the scope and cost of the work at each jail that is scheduled to be completed within 15 months of the entry of the order (referred to in ¶6 of this order).

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*Food Service Short Term Plan*

Facility	Scope of Work	Resource	Cost
AMKC	Purchase and install food service equipment.	Contract/DOC	\$857,000
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam and ventilation. Provide temporary generators to augment electrical power until permanent power project is completed.	Contract	\$583,400
ARDC	Purchase and install food service equipment.	Contract/DOC	\$505,300
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, hot water and ventilation. Provide temporary generators to augment electrical power until permanent power project is completed.	Contract	\$336,300
CIFM	Purchase and install food service equipment.	Contract/DOC	\$409,500
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, hot water and ventilation. Provide temporary generators to augment electrical power until permanent power project is completed.	Contract	\$350,000
GMDC	Purchase and install food service equipment.	Contract/DOC	\$949,600
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, hot water and ventilation. Provide temporary generators to augment electrical power until permanent power project is completed.	Contract	\$320,600
GRVC	Purchase and install food service equipment.	Contract/DOC	\$149,000
	Install additional electrical wiring for new equipment in housing areas. Provide additional steam, hot water and ventilation.	Contract	\$51,500
JATC	Purchase and install food service equipment.	Contract/DOC	\$506,500
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, hot water and ventilation. Provide temporary generators to augment electrical power until permanent power project is completed.	Contract	\$304,900

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Facility	Scope of Work	Resource	Cost
NIC	Purchase and install food service equipment.	Contract/DOC	\$69,800
	Install additional electrical wiring for new equipment in housing areas. Provide additional steam, and hot water. Provide temporary generators to augment electrical power until permanent power project is completed.	Contract	\$271,000
OBCC	Purchase and install food service equipment.	Contract/DOC	\$292,200
	Install additional electrical wiring for new equipment in housing areas. Provide additional steam, and hot water. Provide temporary generators to augment electrical power until permanent power project is completed.	Contract	\$268,500
RMSC	Purchase and install food service equipment.	Contract/DOC	\$206,600
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, hot water and ventilation. Provide temporary generators to augment electrical power until permanent power project is completed.	Contract	\$352,582
West	Purchase and install food service equipment.	Contract/DOC	\$18,800
	Install additional electrical wiring for new equipment in housing areas. Provide additional steam. Provide temporary generators to augment electrical power until permanent power project is completed.	Contract	\$85,200
BCF	Purchase and install food service equipment.	Contract/DOC	\$209,900
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, hot water and ventilation. Provide temporary electrical service connection to Con Ed to augment electrical power until permanent power project is completed.	Contract	\$133,900



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*Food Service Short Term Plan*

Facility	Scope of Work	Resource	Cost
<b>BKHDM</b>	Purchase and install food service equipment.	Contract/DOC	\$252,900
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, hot water and ventilation. Provide temporary electrical service connection to Con Ed to augment electrical power until permanent power project is completed.	Contract	\$150,000
<b>BXHDM</b>	Purchase and install food service equipment.	Contract/DOC	\$375,100
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, hot water and ventilation. Provide temporary electrical service connection to Con Ed to augment electrical power until permanent power project is completed.	Contract	\$121,500
<b>MDC</b>	Purchase and install food service equipment.	Contract/DOC	\$185,600
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, and hot water.	Contract	\$108,600
<b>MTF III</b>	Purchase and install food service equipment.	Contract/DOC	\$248,600
	Install additional electrical wiring for new equipment in housing areas. Provide additional steam and hot water.	Contract	\$3,000
<b>QNHDM</b>	Purchase and install food service equipment.	Contract	\$208,500
	Install additional electrical wiring for new equipment in housing areas. Provide additional gas, steam, hot water and ventilation. Provide temporary electrical service connection to Con Ed to augment electrical power until permanent power project is completed.	Contract	\$66,300
<b>Total</b>			<b>\$8,952,182</b>

### APPENDIX 3

#### Capital Projects

This Chart summarizes the capital projects planned for each facility and their projected costs (referred to in ¶8 of this order).

# NEW YORK CITY DEPARTMENT OF CORRECTION FOOD SERVICE PLAN

FACILITY NAME	MEAL COUNT				EXISTING FOOD SERVICE AREAS				PROPOSED FOOD SERVICE AREA CAPITAL COSTS		MISCELLANEOUS CAPITAL COSTS		TOTAL COSTS
	TOTAL	INMATES	STAFF		MAIN KITCHEN	INMATE DINING	STAFF DINING		ITEM DESCRIPTION	COST	ITEM DESCRIPTION	COST	
AMDC	9,323	8,595	728		30,500 SF	16,530 SF (2)	2,740 SF		CONSTRUCT NEW AMKITCHEN KITCHEN (40,000 SF @ \$450/SF)	\$26,000,000	CONSTRUCT HOUSING FEEDING SERVING LINES - 40 @ \$50,000 PROVIDE EMERGENCY POWER PROVIDE RPZ VALVES	\$2,000,000 \$2,750,000 \$1,500,000 \$50,000	\$32,300,000
ARDC	8,575	7,944	631		32,830 SF	13,600 SF (5)	4,600 SF		RENOVATE EXISTING KITCHEN SPACE (32,000 SF @ \$450/SF) (Does not include existing Storage Sprung which becomes available for other uses)	\$14,400,000	UPGRADE REMOTE CONGREGATE FEEDING SERVICES - 3 @ \$250,000 (SPRUNG, (2) @ MOD2) CONSTRUCT HOUSING FEEDING SERVING LINES - 12 @ \$50,000 CONSTRUCT ELEVATORS - 4 @ \$250,000 PROVIDE RPZ VALVES PROVIDE EMERGENCY POWER	\$750,000 \$600,000 \$1,000,000 \$50,000 \$500,000	\$17,300,000
CIFM	7,749	7,086	663		24,700 SF	8,300 SF (2)	2,100 SF		RENOVATE EXISTING KITCHEN SPACE (28,000 SF @ \$500/SF)	\$14,000,000	UPGRADE REMOTE CONGREGATE FEEDING SERVICE - 1 @ \$250,000 (HIP SPRUNG) CONSTRUCT HOUSING FEEDING SERVING LINES - 8 @ \$50,000 CONSTRUCT ELEVATORS - 3 @ \$250,000 PROVIDE RPZ VALVES PROVIDE EMERGENCY POWER	\$250,000 \$400,000 \$750,000 \$50,000 \$500,000	\$15,950,000
GMDC	11,150	9,900	1,250		32,100 SF	28,000 SF (5)	3,500 SF		RENOVATE EXISTING KITCHEN SPACE (34,000 SF @ \$500/SF)	\$17,000,000	CONSTRUCT HOUSING FEEDING SERVING LINES - 20 @ \$50,000 DOES NOT INCLUDE NEW KITCHEN @ MOD10 UPGRADE REMOTE CONGREGATE FEEDING SERVICES - 2 @ \$250,000 (MOD1, SPRUNG) PROVIDE RPZ VALVES DOES NOT REQUIRE STEAM SERVICE TO REMOTE SERVICES PROVIDE EMERGENCY POWER	\$1,000,000 \$0 \$500,000 \$50,000 \$500,000	\$19,050,000
GRVC	4,413	3,990	423		12,000 SF	3,800 SF	2,100 SF		NO WORK FACILITY HAS EXISTING NEW KITCHEN	\$0	CONSTRUCT HOUSING FEEDING SERVING LINES - 13 @ \$50,000 UPGRADE REMOTE CONGREGATE FEEDING SERVICE PROVIDE RPZ VALVES	\$650,000 \$250,000 \$50,000	\$950,000
JATC	5,757	5,400	357		22,800 SF	7,125 SF	2,675 SF		ABANDON KITCHEN WHEN NEW AMKITCHEN KITCHEN IS COMPLETE	\$0	CONSTRUCT HOUSING FEEDING SERVING LINES - 5 @ \$50,000 CONSTRUCT FOOD SERVICE LIFTS - 4 @ \$100,000 RENOVATE INMATE DINING AREA PROVIDE RPZ VALVES	\$250,000 \$400,000 \$2,500,000 \$50,000	\$3,200,000
JATC CENTRAL STORAGE (NON REFRIG.)	N.A.	N.A.	N.A.		N.A.	N.A.	N.A.		CONSTRUCT NEW CENTRAL STORAGE AREA WITHIN JATCS 22,800 SF ABANDONED KITCHEN (10,000 SF @ \$100/SF)	\$1,000,000	N.A.	\$0	\$1,000,000
NIC	1,743	1,500	243		12,520 SF	N.A.	1,150 SF		CONSTRUCT NEW NIC KITCHEN IN NEW LOCATION (17,500 SF @ \$450/SF)	\$8,125,000	CONSTRUCT HOUSING FEEDING SERVING LINES - 10 @ \$50,000 NO SITEWORK/UTILITY RELOCATIONS REQUIRED PROVIDE EMERGENCY POWER PROVIDE RPZ VALVES (Does not include New Dishwash Area) (Does not include Capital Costs to Existing Kitchen, or New Liveness)	\$500,000 \$0 \$200,000 \$50,000	\$8,875,000
OBCC	6,041	5,601	440		22,800 SF	5,950 SF	2,100 SF		NO WORK FACILITY HAS EXISTING NEW KITCHEN	\$0	CONSTRUCT HOUSING FEEDING SERVING LINES - 17 @ \$50,000 UPGRADE REMOTE CONGREGATE FEEDING SERVICE PROVIDE RPZ VALVES	\$850,000 \$250,000 \$50,000	\$1,150,000

# NEW YORK CITY DEPARTMENT OF CORRECTION FOOD SERVICE PLAN

FOOD SERVICE PLAN											JUNE 1995	
FACILITY NAME	MEAL COUNT		EXISTING FOOD SERVICE AREAS				PROPOSED FOOD SERVICE AREA CAPITAL COSTS		MISCELLANEOUS CAPITAL COSTS		TOTAL COSTS	
	TOTAL	INMATES	STAFF	MAIN KITCHEN	INMATE DINING	STAFF DINING	ITEM DESCRIPTION	COST	ITEM DESCRIPTION	COST		
RAMSC	5,532	4,881	651	N.A.	3,800 SF	2,100 SF	CONSTRUCT NEW KITCHEN SPACE (18,000 SF @ \$650/SF) RENOVATE EXISTING SERVRY (4,300 SF @ \$350/SF)	\$11,700,000 \$1,505,000	CONSTRUCT HOUSING FEEDING SERVING LINES - 18 @ \$50,000 SITEWORK/UTILITY RELOCATIONS PROVIDE EMERGENCY POWER DOES NOT INCLUDE NEW DORM 4 (SWING) KITCHEN/DINING AREA PROVIDE RPZ VALVES	\$900,000 \$2,000,000 \$500,000 \$0 \$50,000	\$16,655,000	
WEST FACILITY	3,176	2,826	350	13,643 SF	6,480 SF	N.A.	1,925 SF	NO WORK - FACILITY HAS EXISTING NEW KITCHEN	\$0	CONSTRUCT HOUSING FEEDING SERVING LINES - 7 @ \$50,000 UPGRADE REMOTE CONGREGATE FEEDING SERVRY CDU SCOPE OF WORK PLAN RECONSTRUCT REFRIGERATION FLOORS PROVIDE RPZ VALVES	\$350,000 \$250,000 \$250,000 \$250,000 \$50,000	\$1,150,000
BCF	4,200	3,762	438	11,000 SF	7,000 SF	N.A.	3,000 SF	PARTIALLY RENOVATE EXISTING KITCHEN SPACE (FLOOR & CEILING REPAIRS)	\$500,000	UPGRADE REMOTE CONGREGATE FEEDING SERVRIES - 3 @ \$250,000 (Does not include new Elevator work - Separate Contract) (Does not include new Programs work - Classroom, etc.) (No additional Emergency Power is required) (Does not include Yard work or Loading Dock work)	\$750,000	\$1,250,000
BKJIDM	2,796	2,445	351	8,700 SF	N.A.	N.A.	1,400 SF	RENOVATE EXISTING KITCHEN SPACE (8,700 SF @ \$450/SF)	\$3,915,000	CONSTRUCT HOUSING FEEDING SERVING LINES - 15 @ \$50,000 PROVIDE EMERGENCY POWER CONSTRUCT ELEVATOR - 1 @ \$250,000	\$750,000 \$200,000 \$250,000	\$5,115,000
DXJIDM	1,698	1,407	291	5,900 SF	N.A.	N.A.	1,200 SF	RENOVATE EXISTING KITCHEN SPACE (5,900SF @ \$450/SF) CONSTRUCT NEW STORAGE AREA (1,500 SF @ \$400/SF)	\$2,655,000 \$600,000	CONSTRUCT HOUSING FEEDING SERVING LINES - 14 @ \$50,000 CONSTRUCT ELEVATOR - 1 @ \$250,000 PROVIDE EMERGENCY POWER	\$700,000 \$250,000 \$250,000	\$4,455,000
MDC	3,178	2,643	535	17,600 SF	N.A.	N.A.	5,200 SF	NO WORK - FACILITY HAS EXISTING NEW KITCHEN	\$0	SECURITY IMPROVEMENTS IN PANTRY AREAS (COST UNDETERMINED)	\$0	\$0
MTF III	2,751	2,400	351	14,200 SF	N.A.	N.A.	2,300 SF	NO WORK - FACILITY HAS EXISTING NEW KITCHEN	\$0	CONTINUE FEEDING HOUSING UNITS USING EXISTING HOT CARTS	\$0	\$0
QNHDM	1,829	1,506	323	10,000 SF	N.A.	N.A.	850 SF	RENOVATE EXISTING KITCHEN SPACE (8,000SF @ \$450/SF) RENOVATE STORAGE: (2,000 SF @ \$300/SF)	\$3,600,000 \$600,000	CONSTRUCT HOUSING FEEDING SERVING LINES - 9 @ \$50,000 PROVIDE EMERGENCY POWER (Does not include new Elevators)	\$450,000 \$200,000	\$4,850,000
GRAND TOTALS	79,911	71,886	8,025									\$133,250,000

COST SUMMARY		TODAYS DOLLARS	
ESTIMATED LONG TERM CAPITAL CONSTRUCTION COSTS			

NOTES:  
1. Scope of work is based on a cook-serve feeding methodology  
2. Dry storage is based on 14 days. Refrigerated storage is based on 7 days.  
Frozen storage is based on 10 days inventory.

**APPENDIX 4**  
**Schedule for Capital Renovations**  
**for Long Term Food Service Plan**

This chart summarizes the schedule of capital renovations referred to in ¶¶ 7-8 of the order.

	Start Design	Start Construction	Complete Construction
AMKC/JATC New Kitchen	1/2/96	6/4/97	6/4/99
AMKC Remote Feeding Areas	1/2/96	6/4/97	6/4/99
JATC Remote Feeding Areas	1/2/96	2/4/97	8/4/98
NIC New Kitchen and Remote Feeding Areas	1/2/96	6/4/97	2/3/99
RMSC New Kitchen	1/2/96	6/4/97	2/3/99
RMSC Remote Feeding Areas	1/2/96	2/4/97	10/2/98
BXHDM Kitchen and Remote Feeding Areas	1/2/96	2/4/97	10/5/98
BKHDM Kitchen and Remote Feeding Areas	1/2/96	2/4/97	8/6/98
GRVC Remote Feeding Areas	1/2/96	2/4/97	5/5/98
OBCC Remote Feeding Areas	1/2/96	2/4/97	5/5/98
West Facility Remote Feeding Areas	1/2/96	2/4/97	5/5/98
BCF Kitchen and Remote Feeding Areas	7/7/97	8/6/98	11/5/99
Central Storage	7/4/98	6/4/99	6/6/00
ARDC Kitchen and Remote Feeding Areas	1/5/98	6/4/99	2/5/01
CIFM Kitchen and Remote Feeding Areas	1/5/98	6/4/99	2/5/01
GMDC Kitchen and Remote Feeding Areas	1/5/98	6/4/99	6/6/01
QNHDM Kitchen and Remote Feeding Areas	5/7/98	6/4/99	12/1/00

## APPENDIX 5

### Interim Food Service Plan

This chart summarizes the Department's plans to transport food from working jail kitchens to facilities with kitchens undergoing construction, renovation or upgrading (referred to in ¶11 of this order).

**CITY OF NEW YORK DEPARTMENT OF CORRECTION  
INTERIM FOOD SERVICE - JULY, 1995**

FACILITY NAME	CONSTR. PHASE	CONSTR. DATES (DURATION)	FED BY	FOOD DESTINATION	TRAVEL DISTANCE	OVERALL TRANSPORT TIME (MINUTES)	MEAL COUNT (MEALS/DAY)	FOOD SERVICE DELIVERY EQUIPMENT REQUIRED				TRUCKS REQUIRED	
								1200 MPC CARTS	600 MPC CARTS	350 LCD CONTAINERS	100 LCD CONTAINERS	20' TRUCKS	28' TRUCKS
BKIDM	I	FEB. 1997 - AUG. 1998 ( 18 MONTHS )	BCF	BKIDM - N YARD DOCK	1.7 MILES	89	2796	0	22	0	10	1	0
BXIDM	I	FEB. 1997 - OCT. 1998 ( 20 MONTHS )	MTF III	BXIDM - S. YARD	4.5 MILES	127	1698	0	28	0	13	1	0
RMSC	I	JUNE 1997 - FEB. 1999 ( 20 MONTHS )	CIFM	RMSC - E. CORRIDOR	1.1 MILES	100.15	5532	12	20	14	10	0	1
ARDC	II	JUNE 1999 - FEB. 2001 ( 20 MONTHS )	EXISTING NIC	ARDC - MAIN (S DOCK) ARDC - MAIN (S DOCK) ARDC - SPRUNG	1 MILE 1 MILE 1 MILE	72 79.5 43.5	5115 2560 900	26 0 0	0 22 10	24 0 6	6 0 0	0 1 1	1 0 0
CIFM	II	JUNE 1999 - FEB. 2001 ( 20 MONTHS )	NEW AMKC / JATC KITCHEN	CIFM - MAIN (S DOCK) CIFM - HIIP SPRUNG	0.5 MILES 0.5 MILES	87.25 39.25	6849 900	20 0	10 9	30 8	5 0	0 1	1 0
GMDC	II	JUNE 1999 - JUNE 2001 ( 24 MONTHS )	EXISTING AMKC	GMDC - MOD 1 GMDC - MOD 1 GMDC - MOD 10 GMDC - SPRUNG 6	0.6 MILES 0.6 MILES 0.7 MILES 0.8 MILES	85.15 43.15 40.6 28.1	6850 1150 2250 900	32 0 12 6	0 10 0 0	0 18 8 8	0 10 0 0	0 1 1 1	1 0 0 0
JATC	II	FEB. 1997 - AUG. 1998 ( 18 MONTHS )	WEST FACILITY	JATC - W. DOCK	0.8 MILES	81.5	5757	12	14	14	8	0	1
QNHDM	II	JUNE 1999 - DEC. 2000 ( 18 MONTHS )	NEW RMSC KITCHEN	QNHDM - INTAKE ACCESS	9 MILES	93	1829	0	17	0	8	1	0
BCF	II	AUG. 1998 - NOV. 1999 ( 15 MONTHS )	BKIDM	BCF - N.E. YARD DOCK	1.7 MILES	98	4200	0	25	0	13	1	0

**CITY OF NEW YORK DEPARTMENT OF CORRECTION  
INTERIM FOOD SERVICE - JULY, 1995**

FACILITY NAME - DESTINATION (TRUCK TYPE)	LOADING TIME										DEPARTURE CHECKPOINT TIME (MINUTES)	INTER - FACILITY TRAVEL TIME (MINUTES)	ARRIVAL CHECKPOINT TIME (MINUTES)	UNLOADING TIME						OVERALL TRANSPORT TIME (MINUTES)
	CONGREGATE FOOD SERVICE DELIVERY EQUIPMENT					HOUSING FOOD SERVICE DELIVERY EQUIPMENT								CONGREGATE FOOD SERVICE DELIVERY EQUIPMENT			HOUSING FOOD SERVICE DELIVERY EQUIPMENT			
	NO. OF CARTS (MPC 1200)	TIME / CART (MINUTES)	TOTAL TIME (MINUTES)	NO. OF CARTS (MPC 600)	TIME / CART (MINUTES)	TOTAL TIME (MINUTES)	NO. OF CARTS (MPC 1200)	TIME / CART (MINUTES)	TOTAL TIME (MINUTES)	NO. OF CARTS (MPC 600)				TIME / CART (MINUTES)	TOTAL TIME (MINUTES)	NO. OF CARTS (MPC 1200)	TIME / CART (MINUTES)	TOTAL TIME (MINUTES)		
BKDHM (20' TRUCK)	0	1.5	0	22	1.5	33							5	0	0.75	0	22	1.5	33	89
BXDHM (20' TRUCK)	0	1.5	0	28	1.5	42							5	0	0.75	0	28	1.5	42	127
RMSC (EXISTING TRUCK)	12	1.5	18	20	1.5	30							5	12	0.75	9	20	1.5	30	100.15
ARDC - MAIN (28' TRUCK)	26	1.5	39	0	1.5	0							5	26	0.75	19.5	0	1.5	0	72
ARDC - MAIN (20' TRUCK)	0	1.5	0	22	1.5	33							5	0	0.75	0	22	1.5	33	79.5
ARDC - SPRUNG (20' TRUCK)	0	1.5	0	10	1.5	15							5	0	0.75	0	10	1.5	15	43.5
CIFM - MAIN (28' TRUCK)	20	1.5	30	10	1.5	15							5	20	0.75	15	10	1.5	15	87.25
CIFM - HIIP (20' TRUCK)	0	1.5	0	9	1.5	13.5							5	0	0.75	0	9	1.5	13.5	39.25
GMDC - MOD 1 (28' TRUCK)	32	1.5	48	0	1.5	0							5	32	0.75	24	0	1.5	0	85.15
GMDC - MOD 1 (20' TRUCK)	0	1.5	0	10	1.5	15							5	0	0.75	0	10	1.5	15	43.15
GMDC - MOD 10 (20' TRUCK)	12	1.5	18	0	1.5	0							5	12	0.75	9	0	1.5	0	40.6
GMDC - SPRUNG 6 (20' TRUCK)	6	1.5	9	0	1.5	0							5	6	0.75	4.5	0	1.5	0	28.1
JATC (28' TRUCK)	12	1.5	18	14	1.5	21							5	12	0.75	9	14	1.5	21	81.5
QNHHM (20' TRUCK)	0	1.5	0	17	1.5	25.5							5	0	0.75	0	17	1.5	25.5	93
BCF (20' TRUCK)	0	1.5	0	25	1.5	37.5							5	0	0.75	0	25	1.5	37.5	98



## APPENDIX 6

### Dedicated Truck and Driver Coverage for Interim Food Service Delivery

This Appendix states the requirements for truck and driver coverage as described in ¶13 of the order.

Brooklyn House of Detention for Men	1 dedicated truck and driver
Bronx House of Detention for Men	1 dedicated truck and driver
Rose M. Singer Center	1 dedicated truck and driver
Adolescent Reception and Detention Center	3 dedicated trucks and drivers
Correctional Institution for Men	2 dedicated trucks and drivers
George Motchan Detention Center	4 dedicated trucks and drivers
Queens House of Detention for Men	1 dedicated truck and driver
Brooklyn Correctional Facility	1 dedicated truck and driver

## APPENDIX 7 Mandated Food Service Positions

This appendix lists the mandated positions referred to in §§ 14-26 of the order, states the required number of each, and describes the origin of each requirement. It also states the required numbers of staff for each facility in certain positions as referred to in §§ 14-15 of the order.

### Cook (220)

The 1991 work plan called for the Department to develop a staffing model, use the model to calculate the food service personnel needs at each facility, and submit a staffing request to OMB for funding. Activity 11 of Management Initiative III reads "City to take all necessary measures to have employees, as detailed in Staffing Model, on board" by 9-1-92.

Due to the failure of the Department to meet the hiring deadlines of the 1991 work plan, the 1992 Revised Food Service Work Plan established a new schedule of submitting a staffing model to OMB for funds and hiring employees. The staffing model was reviewed and accepted by LAS and OCC. Activity #29 reads "City to take all necessary measures to begin hiring employees as detailed in the staffing model and hiring schedule" by 11-1-92.

### Senior Cook (81)

These positions are derived from the staffing model and work plan activities described above.

### Dietary Aide/Inmate Dietary Aide (139)

These positions are derived from the staffing model and work plan activities described above.

### Dietitian (15) and Head Dietitian (2)

The Benjamin v. Malcolm consent decree requires a dietitian or trained nutritionist in each facility. Section V.17 of the consent decree states that "[d]efendants shall have all food which is served to detainees prepared in each institution under the direct supervision of a trained nutritionist or dietitian. . . " and that he/she " . . . shall be employed in the institution within eight months of the date of the signing of this stipulation."

Activity #42 of the 1992 Revised Food Service Work Plan states that the City is to ". . . take all necessary measures to have dietitians on Department payroll" by 9-15-92.

### Director of Clinical Nutritional Services (1)

The 1991 work plan required the Department to recruit a qualified director of clinical nutritional services. Activity 4 of Management Initiative V reads "City to take all necessary measures to have Director of Clinical Nutritional Services on payroll" by 10-1-91.

#### Deputy Executive Director (1)

The 1991 work plan called for the creation of a deputy director of nutritional services. The second activity under Management Initiative III of the work plan read "City to take all necessary measures to have Deputy Director of Nutritional Services on Department Payroll" by 8-1-91.

#### Director of Fiscal Management (1)

The 1991 work plan required the nutritional services division to develop a job description for the position of director of fiscal management. Activity 4 of Management Initiative IV reads "City to take all necessary measures to have Director of Fiscal Management on Department Payroll" by 10-1-91.

#### Director of Materials Management (1)

The 1992 Revised Work Plan required the Department to hire a director of materials management. Activity #52 reads "City to take all necessary measures to have Director of Materials Management on Dept. payroll" by 8-15-92.

#### Food Service Administrator (16)

The 1991 work plan required that each facility kitchen be staffed with a food service administrator, in addition to the food service manager required by the consent decree, who is charged with the overall responsibility for the entire food service operation. (Management Initiative II).

Due to the failure of the Department to meet the hiring deadlines of the 1991 work plan, the 1992 Revised Food Service Work Plan established new deadlines and a plan to hire food service administrators in three groups. Activity #22 reads "City to take all necessary measures to have Food service Administrators on Department payroll" beginning 8-18-92 through 11-15-92.

#### Food Service Manager (16)

These positions are described in three documents that have been adopted by the court. The Benjamin v. Malcolm consent decree requires that a food service manager be employed by each facility. Section V.17 states the Department ". . . shall have all food which is served to detainees prepared in each institution under the direct supervision of . . . a professional food service manager who is employed within the institution."

Management Initiative II of the 1991 work plan noted that, even though each facility was now being staffed with a food service administrator, "each facility will continue to have a food service manager on its staff, who will be charged with the responsibility of overseeing the production segment of the operation. The Food Service Manager will report directly to the Food Service Administrator."

The 1992 Revised Food Service Work Plan, Management Initiative II, stated as well that "The Production Manager (currently known as Food Service Manager) . . . will report directly to the Food Service Administrator."

#### Public Health Administrator (1)

The 1991 work plan called for the creation of a public health administrator. (Management Initiative VI). Due to the failure of the Department to meet the hiring deadline of the 1991 work plan, the 1992 Revised Food Service Work Plan established a new deadline for hiring a public health administrator. Activity #46 of the revised work plan reads "City to take all necessary measures to have Public Health Administrator on payroll" by 8-15-92.

#### Public Health Sanitarian (8)

The preface to Section II of the Environmental Health Work Plan for Sanitation (November 10, 1993) states that the environmental health unit had received funding for five public health sanitarians, bringing the full complement of sanitarians to eight. The Department's subsequent workload analysis confirmed that seven to nine sanitarians are necessary to perform the duties expected of sanitarians. (Earlier drafts of the work plan had included hiring sanitarians as a mandated activity, but the positions were filled before the work plan was finalized, so this activity was omitted.)

Facility by Facility Listing of Positions

**AMKC**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 22  
Senior Cooks: 7

**ARDC**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 21  
Senior Cooks: 7

**Bronx HDM**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 8  
Senior Cooks: 4  
Dietary Aides or Inmates: 18

**BCF**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 13  
Senior Cooks: 4  
Dietary Aides or Inmates: 18

**Brooklyn HDM**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 13  
Senior Cooks: 4  
Dietary Aides or Inmates: 30

**CIFM**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 19  
Senior Cooks: 7

**GMDC**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 22  
Senior Cooks: 7

**GRVC**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 14  
Senior Cooks: 5

**JATC**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 13  
Senior Cooks: 5

**MDC**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 12  
Senior Cooks: 4  
Dietary Aides or Inmates: 25

**MTF III**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 11  
Senior Cooks: 4  
Dietary Aides or Inmates: 20

**NIC**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 10  
Senior Cooks: 4

**OBCC**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 13  
Senior Cooks: 5

**Queens HDM**

Dietitian: 1  
Food Service Administrator: 1  
Food Service Manager: 1  
Cooks: 8  
Senior Cooks: 4  
Dietary Aides or Inmates: 18

**RMSC**

Dietitian: 1

Food Service Administrator: 1

Food Service Manager: 1

Cooks: 13

Senior Cooks: 5

Senior Cooks: 5

**West**

Dietitian: 1

Food Service Administrator: 1

Food Service Manager: 1

Cooks: 7

Senior Cooks: 4

Dietary Aides or Inmates: 10

## APPENDIX 8

### Maintenance Positions

This appendix lists the maintenance positions that are subject to the post-audit hiring method (referred to in ¶ 41 of this order).

- 1) Supervisor of Mechanics
- 2) Bricklayer
- 3) Carpenter
- 4) Electrician
- 5) Electrician Helper
- 6) Maintenance Worker
- 7) Welder
- 8) Plumber
- 9) Plumber Helper
- 10) Exterminator
- 11) Stationary Engineer
- 12) Locksmith
- 13) Cement Mason
- 14) Sheet Metal Worker
- 15) Steam Fitter
- 16) Steam Fitter Helper



APPENDIX 9

v

Food Service Provisions of the Consent Decree  
and

Order re: Consent Decree Compliance During In-House Food Service

(Referred to in ¶10 of this order.)

Food Preparation, Service and Storage Areas

11. The environmental health officer at HDM shall, in coordination with the food services manager at the institution, inspect daily all food program facilities and equipment and maintain a written description of all daily inspections, including remedial action taken in order to assure the following:

a. The institution is in compliance with all environmental health requirements provided for elsewhere in this stipulation with regard to food services, and all deficiencies and malfunctions are reported and corrected promptly.

b. Any failure to meet relevant health standards shall be remedied immediately.

c. Food storage, preparation, and service facilities, including floors, walls and ceilings, and equipment within such facilities, shall be kept well-maintained, sanitary and free of dirt, dust, vermin, insects, grease, food waste and other contamination.

d. In the food storage, preparation, and service areas, including all dayrooms and dining areas where food is served, refuse shall be collected and removed in a safe and sanitary manner, according to the requirements of subparagraph 6 of this provision of this stipulation, after each meal and more.

often if necessary to maintain sanitary conditions.

e. All cleaning procedures shall be conducted in a manner which prevents food contamination.

f. All food service, preparation and service areas shall have proper drainage.

g. All surfaces to which food or drink are exposed shall be kept clean and in good repair, free from breaks, corrosion, open seams, cracks or chipped places.

h. After each use, all kitchenware, utensils, food-contact surfaces, and equipment which is used in the preparation, serving, display, or storage of food, shall be thoroughly cleaned.

i. All multi-use eating and drinking utensils shall be thoroughly cleansed, rinsed, and sanitized in dish-washing machines at appropriate temperatures, after each use.

j. No articles, polish, or other substance containing any poisonous material shall be used for cleaning or polishing utensils. Poisonous materials shall not be used in any way so as to contaminate working surfaces, food, equipment, or utensils, or to constitute a hazard to inmates.

k. Sufficient ventilation shall be provided so that all food storage, preparation and service areas are kept free from excessive heat, steam, condensation, vapors, smoke or fumes. Grease or condensate shall be prevented from dripping into food or onto food preparation surfaces.

l. Toilets and washrooms with fly-tight partitions and doors shall be sufficient in number and conveniently located for use of inmates or others assigned to any work involving the handling of foods.

m. Hot and cold running water under pressure, and adequate supplies of soap and sanitary towels, shall be provided, and hand-washing signs shall be posted, in each washroom. Basins, taps, and dispensers shall be in good repair.

n. Food supplies shall be stored on clean surfaces, protected from dust, dirt, splash, or other contamination,

and resting at least six inches above the floor.

c. Food handlers shall not use tobacco in any form while engaged in food preparation or service, or while engaged in equipment and utensil washing, except in designated locations for smoking where no contamination hazards will result. The garments of all food handlers must be clean and sanitized; aprons or uniforms and hairnets shall be worn by all food handlers. Food handlers shall maintain a high degree of personal cleanliness and conform to good hygiene practices during all working periods.

## V. FOOD SERVICES

### Nutrition and Menu Planning

1. Defendants shall provide each detainee with three meals per day which meet or exceed, on a daily basis, the standards stated in the Recommended Daily Dietary Allowances (RDA) of the Food and Nutrition Board, National Academy of Sciences and the United States Department of Agriculture's Daily Food Guide, including the following adjustments:

a. appropriate adjustments for age and sex and for those determined to have been suffering from nutritional deficiencies;

b. supplementation, as required by the Daily Food Guide, for energy and calories.

2. Defendants shall provide all detainees with salads or raw vegetables daily and with fresh fruit at least once each week, and by January 1, 1979, fresh fruit shall be provided twice each week.

3. Defendants shall provide all detainees, at each meal, with the choice of a hot or cold beverage.

For at least the breakfast meal, defendants shall provide coffee as a hot beverage; tea bags shall also be provided. Neither coffee, tea nor milk shall be pre-sweetened; however, sugar shall be available for individual use.

Defendants shall equip each housing area with a mechanism which provides hot water, which shall be available to all detainees during meal periods and between meals for, among other purposes, preparation of their own beverages. In addition, the commissary shall be stocked with instant coffee, tea and hot chocolate available for purchase by detainees.

4. Defendants shall have all menus planned by a trained and certified nutritionist. Such menus shall:

a. be planned in advance, dated and posted for detainees' information;

b. respond to the ethnic, religious and social needs and tastes of the detainee population;

c. provide food variety and avoid frequent repetition of particular menu items; at each meal food shall be varied in color, texture and flavor;

d. take advantage of the seasonal availability of different foods and respond to the seasonal preference for different foods.

5. Substitutions in planned menus shall be made only by or with the approval of a trained nutritionist, and such substitutions shall be equal in nutritional value to the items replaced.

6. Defendants shall provide therapeutic diets to every detainee who has been prescribed such a diet by a physician. Such diets shall conform as closely as possible to the food served other detainees, shall be prepared in the institutional kitchen, and shall be provided in the regular food service facilities, unless a detainee requiring a therapeutic diet otherwise requires special housing in a medical facility; provided, however, that nothing in this subparagraph shall prevent defendants from assigning a detainee requiring a therapeutic diet to a particular housing area in the facility so long as that assignment does not affect the detainee's security classification, program opportunities or any other terms or conditions of his confinement.

7. Defendants shall provide special diets to those detainees whose religious beliefs require their adherence to dietary rules. If, for religious reasons, a detainee does not eat particular foods, he shall be provided with substitutes of comparable nutritional value.

8. Defendants shall never withhold food nor vary the standard menu as a disciplinary sanction or as a reward for good behavior.

9. Defendants shall maintain written records of all meals actually served to detainees, published menus and substitutions in planned menus. Plaintiffs' counsel shall be allowed access to such records on request.

Food Preparation and Service

10. Defendants shall provide every detainee with food which is properly prepared so as to preserve vitamins, minerals, and nutrients and which is palatable in terms of color, flavor, texture and aroma. Defendants shall:

a. utilize standardized recipes in the preparation of all meals;

b. store, cook, serve and maintain food under sanitary conditions and at appropriate temperatures. Food shall be served expeditiously after preparation, and where food transportation is necessary, it shall be accomplished in carriers which have functioning heating and cooling mechanisms which maintain cold foods at below 40 degrees F. and hot foods at above 140 degrees F.;

c. provide adequate quantities of appropriate condiments, such as salt, pepper, ketchup and mustard, for individual detainee use at each meal.

11. Defendants shall provide all meals on schedule and at times which parallel the hours at which meals are generally eaten in civilian life. In no event shall the last meal of the day be served before 4:30 P.M.

12. Defendants shall provide at every meal sufficient and equitable quantities of all foods to each detainee, without the need to send for additional quantities of food before each detainee is fully served.

13. Defendants shall provide each detainee at every meal with sufficient quantities of appropriate eating utensils, glasses, cups, and non-metal dishes and trays, at the time the food is

ready to be served. The above items shall be clean, sanitized in dish-washing machines at appropriate temperatures, and made of material which produces a minimal amount of noise.

14. Defendants shall provide and maintain sanitary dining areas which are designed to provide comfortable communal eating. Seating shall be available for all detainees.

15. Defendants shall provide to detainees returning or admitted to the institution after the last regularly scheduled meal has been completed, the same meal as was provided to all other detainees. Such meals shall be served at appropriate temperatures.

16. Personnel, both at the departmental level and at the institution, who are responsible for menu planning, food preparation and service, shall be kept regularly apprised of the quality of food service in the institution by at least the following means:

a. regular canvassing of detainees to obtain their reactions to the food services program;

b. a procedure by which detainees can make known daily, to those responsible for food services, including specified personnel in the Commissioner's office, their complaints regarding food services, and by which supervisory personnel will respond regularly to detainee complaints;

c. personal observation, sampling and evaluation, on a regular basis, of meals served to detainees; and

d. plate waste studies on a regular basis.

Records of evaluations by all of the above methods shall be maintained in writing and shall include, among other things, all studies and evaluation reports, as well as detainee concerns and actions taken in response to those concerns. Plaintiffs' counsel shall be allowed access to such records on request.

#### Food Services Personnel

17. Defendants shall have all food which is served to detainees prepared in each institution under the direct supervision



of a trained nutritionist or dietitian and a professional food services manager who is employed within the institution. The trained nutritionist or dietitian shall be employed in the institution within eight months of the date of the signing of this stipulation. The food services manager shall have had experience and training in institutional or commercial food preparation, management and service, including training in the prevention of bacteriological contamination and in the safe and sanitary use of kitchen equipment, and knowledge of city and state health standards.

18. Defendants shall employ a sufficient number of paid, skilled cooks in each institution.

19. Defendants shall employ detainees who are adequately trained in food preparation to assist in the preparation of food. However, such detainees shall not serve as substitutes for professional staff.

20. Defendants shall have all meals distributed and served to detainees under the direct supervision of non-inmate personnel, trained in food services.

21. Defendants shall assure that all food services personnel, including detainees, comply with applicable health laws and regulations, and that each day such personnel are clean and free of illness and infection.

22. Defendants shall provide all food services personnel with an orientation program and adequate structured training in the safe and sanitary handling of food and of equipment for preparation and storage of food, in food preparation techniques, in personal hygiene, and in the responsibilities of the position the employee will hold.

23. Defendants shall provide all food services personnel with written work descriptions, in addition to oral instructions as to their responsibilities.

24. Nothing in this stipulation resolves the issues of excessive noise levels in the dining areas and the location of meals served to detainees returning or admitted to the institution after the last regularly scheduled meal has been completed. In the event that these issues cannot be resolved, they are reserved for determination by the Court.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
JAMES BENJAMIN, et al.,

Plaintiffs,

- against -

BENJAMIN J. MALCOLM, et al.,

Defendants.  
-----X

ERNESTO MALDONADO, et al.,

Plaintiffs,

- against -

WILLIAM CIUROS, JR., et al.,

Defendants.  
-----X

DETAINEES OF THE BROOKLYN HOUSE OF  
DETENTION FOR MEN, et al.,

Plaintiffs,

- against -

BENJAMIN J. MALCOLM, et al.,

Defendants.  
-----X

DETAINEES OF THE QUEENS HOUSE OF  
DETENTION FOR MEN

Plaintiffs,

- against -

BENJAMIN J. MALCOLM

Defendants.  
-----X

IOLA FORTS, et al.,

Plaintiffs,

- against -

BENJAMIN J. MALCOLM, et al.,

Defendants.  
-----X

75 Civ. 3073  
(MEL)

76 Civ. 2854  
(MEL)

ORDER RE: CONSENT DECREE  
COMPLIANCE DURING  
IN-HOUSE FOOD SERVICE

79 Civ. 4913  
(MEL)

79 Civ. 4914  
(MEL)

76 Civ. 101  
(MEL)

-----X  
GUY ZEPH AMBROSE, et al.,

Plaintiffs,

76 Civ. 190  
(MEL)

- against -

BENJAMIN J. MALCOLM, et al.,

Defendants.

-----X

In 1979 this Court and other courts entered consent decrees in the above entitled cases settling plaintiffs' claims that conditions of confinement for pre-trial detainees in the New York City jails were unconstitutional. By consent, these cases were then consolidated before this Court for enforcement purposes. In 1982, the Court entered a further order creating the Office of Compliance Consultants (OCC), a neutral third party intended to assist the defendants in attaining compliance.

The Court has been informed by OCC and the parties of persistent failures of compliance with consent decree provisions governing food service in areas where food is served "in-house," i.e., in the inmates' housing areas rather than in a central dining area. In order to ensure compliance with these provisions, the Court deems it appropriate to enter a further order enforcing the relevant consent decree provisions, specifying certain actions that must be performed and practices that must be avoided in order to ensure compliance, and providing for the formulation of an implementation plan for the substantive terms of the order.

It is ORDERED, ADJUDGED, and DECREED:

1. The defendants shall, by July 1, 1994, ensure that in-house feeding is conducted in compliance with the provisions of the consent decree governing food service and with the further provisions of this order, except as set forth in §16 and §17 of this order.

#### Food Temperatures

2. Defendants shall comply in the course of in-house feeding with the provision of the consent decree (§ V.10b) requiring them to

store, cook, serve and maintain food . . . at appropriate temperatures. Food shall be served expeditiously after preparation, and where food transportation is necessary, it shall be accomplished in carriers which have functioning heating and cooling mechanisms which maintain cold foods at below 40 degrees F. and hot foods at above 140 degrees F.

In particular, defendants shall take the following actions:

3. Provide each jail with a sufficient number of food transportation carriers with functioning heating and cooling mechanisms to accommodate all in-house feeding in that jail, with sufficient extra carriers to provide replacements as needed. It is understood that for purposes of this provision, carriers

sufficiently insulated and capable of maintaining the required food temperatures may be substituted.

4. All food transportation carriers shall be taken to the point at which the food is to be served as soon as food is placed in them.

5. The officer in charge of the housing unit shall test the temperature of all food to be served in each housing area immediately before such food is to be served. In addition, at each meal, a representative of the Nutritional Services Division shall check the temperature of all food to be served in certain housing areas as set out in § 17 of this order. Any food that does not meet the food temperature requirements of § V.10 of the consent decree shall be returned to the kitchen, where the food service administrator shall ensure that the food is restored to proper temperatures, or properly discarded and replaced with an appropriate substitute at the proper temperatures.

#### HYGIENE

6. Defendants shall comply in the course of in-house feeding with the provisions of the consent decree requiring them to:

- store, cook, serve and maintain food under sanitary conditions (§ V.10b);
- provide each detainee at every meal with sufficient quantities of appropriate eating utensils, glasses, cups and non-metal dishes and trays, at the time the food is ready to be

served. The above items shall be clean, sanitized in dish-washing machines at appropriate temperatures. . . . (§ V.13);

- provide and maintain sanitary dining areas which are designed to provide comfortable communal eating. Seating shall be available for all detainees. (§ V.14);

Defendants shall comply in the course of in-house feeding with the provisions of the consent decree providing:

All multi-use eating and drinking utensils shall be thoroughly cleansed, rinsed and sanitized in dish-washing machines at appropriate temperatures, after each use. (§ S.11i)

The garments of all food handlers must be clean and sanitized; aprons or uniforms and hairnets shall be worn by all food handlers. Food handlers shall maintain a high degree of personal cleanliness and conform to good hygiene practices during all working periods. (§ S.10o).

In particular, the defendants shall take the following actions:

7. Place the food for each separate area where food will be

served in a separate food transportation carrier or carriers for delivery. The practice of combining the food for two or more housing units, or two or more "sides" where food is served separately, in a single food transportation carrier shall be discontinued.

8. With each meal served in-house, provide suitable and adequate serving utensils for all food and beverage items, and a knife, fork, spoon, drinking glass or cup, or food tray for each inmate. Multi-use serving or eating utensils shall have been sanitized in dishwashing machines at appropriate temperatures since their last previous use. If disposable utensils are used, new disposable utensils shall be provided at each meal. The practice of retaining food service utensils in housing areas between meals shall be discontinued.

9. Ensure that with each meal served in-house, all personnel, staff or inmates who handle food are provided with and wear new sanitary plastic gloves.

10. Ensure that beverages are served from containers with functioning spigots or with a clean ladle.

11. Ensure that Halal and non-Halal utensils used for in-house feeding are maintained, used and stored separately.

12. Ensure that all persons who serve or otherwise handle food, including inmates, are provided with and wear clean aprons or uniforms and hairnets/coverings. The Department shall also ensure that food handlers shall maintain a high degree of personal cleanliness and conform to good hygiene practices during all



working periods.

13. End the practice of placing food or beverage containers designed for table use on the floor before or during the serving of food.

14. Ensure that each communal area where food is served in-house has a chair and adequate table space for each inmate.

15. Ensure that each communal area where food is served in-house is thoroughly cleaned after each meal.

#### Supervision

16. Defendants shall comply in the course of in-house feeding with the provision of the consent decree that requires:

Defendants shall have all meals distributed and served to detainees under the direct supervision of non-inmate personnel, trained in food services. (§ V.20)

In particular, defendants shall by March 1, 1995 ensure that each officer who supervises meals served in-house has been provided with instruction in the proper supervision of maintaining and distributing food in non-congregate settings in accordance with the requirements of the consent judgments, this order, Department of Health requirements and Department of Correction policy, and in measuring food temperatures. After March 1, 1995 no officer who has not had that training will supervise the service of meals in-house, and no meals shall be served in-house except under the

supervision of an officer who has received this training or an employee of the Nutritional Services Division.

17. In addition, at each meal, representatives of the Nutritional Services Division shall directly observe meal service, including the taking of temperatures of all food items, in accordance with the schedule attached as Schedule 1 to this order. This is to ensure that food is served in compliance with the consent judgements, this order, Department of Health requirements and Department of Correction policy. Housing areas to be observed in this manner by Nutritional Services Division personnel shall be selected so that in each jail, all housing areas in which in-house feeding is conducted shall receive roughly equal scrutiny, but housing area personnel shall not know in advance when a particular housing area will be observed. After September 1, 1994, no meals shall be served in-house except in compliance with the terms of this paragraph.

#### Implementation

18. Defendants shall by June 1, 1994 provide to OCC a plan for implementing the provisions of this order at all jails in which in-house feeding is conducted. The implementation plan shall include, but not be limited to the following items:

a. A determination of the necessary minimum number of functioning cambros or other food transportation carriers to be maintained at each jail, including sufficient extra

carriers to provide replacements as needed at each jail, and deadlines for providing this equipment to each jail.

b. Promulgation of an internal order governing in-house feeding and consistent with the requirements of the consent judgements and this order.

c. The curriculum and schedule of instruction of the training program described in § 16 of this order, for existing as well as new officer staff.

#### Enforcement

19. The terms of this order shall be enforceable as follows:

a. All time deadlines in this order shall be considered to be "work plan deadlines" within the meaning of the Order re: Compliance with Work Plan Deadlines, signed by the court on July 10, 1992, and the terms of the order shall apply to them.

b. OCC shall monitor compliance with the terms of this order in accordance with the guidelines attached as Attachment 1 to this order. In the event that defendants or their employees violate any provision of this order, other than violations of the time deadlines referred to in § 19(a), by acting with gross negligence or repetitive disregard of this

order, defendants shall be fined \$100 for each violation. The defendants shall not be fined for non-compliance occasioned by unforeseeable events beyond the control of the agencies and personnel of New York City government. OCC shall compute the amount of any fines owed under this subsection and shall have the discretion to excuse isolated de minimis incidents of non-compliance that are of minor impact. The defendants shall have the right to contest any application for the imposition of fines by Legal Aid or OCC before this court. The defendants shall be given a reasonable period to respond to any allegations of non-compliance prior to OCC or Legal Aid requesting the imposition of fines from the court.

c. No fines shall be imposed under § 19(b) of this order until December 1, 1994.

Dated: New York, New York

\_\_\_\_\_, 1994

S/12/14/95

U.S.D.J.

## ATTACHMENT 1

### Monitoring Protocols for In-House Food Service Order

- Violations that constitute a clear and present health hazard will be reported as finable incidents. These include the handling of food in a way that is clearly unsanitary. Examples are:
  - The serving of perishable foods (including milk or milk products, eggs, meat, poultry, fish, shellfish, or other ingredients capable of supporting rapid progressive growth of pathogenic microorganisms) under circumstances or at temperatures that pose a potential health hazard. Potentially hazardous foods are those held at temperatures between 45 degrees Fahrenheit and 140 degrees Fahrenheit either for a period of time exceeding that reasonably required for preparation or for more than two hours, the allowed service time.
  - The failure to ensure that beverages are served from containers with functioning spigots or with a clean ladle.
  - The failure to ensure that food is not served from containers on the floor.
  - The provision of dirty or unsanitized multi-use serving or eating utensils at the start of meal service. Dirty or unsanitized means failure to wash the multi-use serving or eating utensils in dishwashing machines at appropriate temperatures since their last use.
  - The failure to ensure that staff or inmate servers who handle food are provided with and wear clean gloves, hair coverings, and aprons.
  - The failure to provide eating utensils and cups for each inmate. Eating utensils are defined as trays, cups, forks and spoons. A "spork" may be substituted for a fork and/or spoon.
- Violations of the in-house food service order that do not present an immediate health hazard, but are part of a pattern of infractions that has been established within a particular jail, will be reported as a finable event. A pattern of infractions is defined as the occurrence of the same type of violation three (3) times within a one year period. Examples of this type of violation include:
  - The serving of food at temperatures that are outside the stated ranges and therefore fail to meet standards of palatability.

- After the Department's training of food service personnel is completed on March 1, 1995, the failure to ensure that meals are served to detainees under the direct supervision of staff trained in food service.
- The failure to maintain, use and store Halal and non-Halal utensils separately.
- The combining of food for two or more sides of a housing area in a single food transportation carrier.

# SCHEDULE 1

## NUTRITIONAL SERVICES DIVISION In-House Feeding Temperature Spot Check By Food Service Staff 7/94 (Revised)

FACILITY	# Feeding Areas	# Readings Per Tour	*Readings Per Day	All Areas Read
AMKC	88	6	12	7.3 Days
ARDC	12	2	4	3 Days
BCF	3	1	1	3 Days
BKHDM	16	4	8	2 Days
BXHDM	22	2	4	5.5 Days
CIFM (***)	8	4	8	Daily
GMDC	10	4	8	2 Days
GRVC/ADDITION	10	2	4	2.5 Days
JATC	8	2	4	2 Days
MDC	28*	4	8	3 Days
MTF 3	34	4	8	5 Days
NIC	17**	2	4	4 Days
OBCC/ADDITION	17	4	8	2 Days
QUEENS	28	4	8	5 Days
RMSC	7	1	2	4 Days
WEST	12	2	4	3 Days

\* MDC has 12 housing areas with "A" and "B" sides and 4 single dorms in the South Tower

\*\* NIC has 7 housing areas with "A" and "B" sides and 3 single dorms

\*\*\* CIFM DETAINEES ONLY (Non-sentenced Inmates)

NOTE: VISITS BASED ON TWO TOURS TO BE DETERMINED BY THE FOOD SERVICE ADMINISTRATOR IN RESPONSE TO WORK SCHEDULE  
DENOTES ONLY TWO TOURS BEING COVERED PER DAY

# **Exhibit 22**



1998 WL 799161  
(Cite as: 1998 WL 799161 (S.D.N.Y.))



Only the Westlaw citation is currently available.

United States District Court, S.D. New York.

**James BENJAMIN**, et al., Plaintiffs,

v.

Bernard KERIK, Commissioner of the New York  
City Department of Correction et  
al., Defendants.

**No. 75 CIV. 3073(HB).**

Nov. 13, 1998.

Decision and Order

BAER, District J.

\*1 Plaintiffs, a class of pretrial detainees, move for an order that requires the defendants to improve the fire safety conditions at the Brooklyn and Bronx Houses of Detention as well as the modular units on Rikers Island, to comply with Consent Decrees between the parties. A hearing was held and testimony taken on May 26 and May 27 as well as June 1 through June 3, 1998. For the reasons discussed below, certain relief is GRANTED.

#### I. Background

The original Consent Decrees at issue in this litigation were agreed to in 1978-79. They are designed to ensure the safety and humanity of prison conditions. Institutionally, the Consent Decrees, among other things, strive to maintain the physical plant of the jails in a condition safe for human habitation. On December 17, 1993 an order was issued that required fire safety improvements which included a functioning alarm system, operable smoke detectors or heat sensors, sprinkler systems not dependant on human intervention and electronic egress doors.

The Bronx House of Detention is a nine-story jail constructed primarily of concrete and steel that houses 400 beds on the second through sixth floors. The Brooklyn House of Detention is an eleven story structure that houses 800 inmates in two-tiered cell blocks with open barred fronts. The modular housing units on Rikers Island are generally one story wood-framed structures appended to the Adolescent Reception and Detention Center ("ARDC"), the Anna

M. Kross Center ("AKC"), the George Motchan Detention Center ("GMDC") and the Rose M. Singer Center ("RMSC"). The modular units contain only dormitory style housing and are guarded by at least two correction officers 24 hours per day.

#### *A. Plaintiffs' Fire Safety Concerns*

##### *1. Modular Units*

At the hearing plaintiffs presented evidence of several fire safety problems in the modular units. To begin with, the sprinkler systems were originally built as pre-action systems and they did not fill with water until after a signal from the smoke detectors. However, leaks in the modular unit roofs would short these detectors, and as a consequence the signal to the sprinkler systems became unreliable. Accordingly, the Department of Correction undertook to convert the pre-action systems to wet systems that simply needed a signal from the sprinklers' heat detectors to begin releasing water. Unfortunately, in several modular units wet systems were apparently not installed, and as a result, pre-action sprinkler systems prone to malfunction remained in place. (Tr. 88, 147-49)

The plaintiffs also presented evidence of malfunctioning fire alarms that were physically damaged or extremely dirty. (Tr. 339-40, 850) Further evidence was presented to show that staff members, including a jail fire safety officer at GMDC, could not reset an alarm when it went off accidentally or even explain the functions of various fire alarm panels. (Tr. 274-75, 334-35) The modular units presently have two means of egress. The rear egress doors have magnetic locks that release when an alarm is confirmed by a signal from the control room. At times, these magnetic locks have malfunctioned, a situation that caused the Department of Correction to padlock some doors from the outside. These padlocks, the plaintiffs contend, violate an order that requires the modular doors to be "openable at all times by an electronic lock." Ex. 8 at ¶ 3. Although the magnetic locks have been repaired, many of the doors remain padlocked from the outside, creating a potential fire hazard given the possible delay in opening the doors in case of an emergency.

\*2 Roof leaks are largely responsible for the fire alarm and exit malfunctions. (Tr. 127-28) In 1997, the defendants began to replace the defective roofs by using a sprayed foam roofing system. While this system appears to have reduced the number of leaks and the resultant damage to fire safety equipment, the plaintiffs presented evidence from an architect, Elliot

P. Rothman, who concluded that the new roofs were installed in a haphazard fashion and are likely to leak in the future. (Tr. 190, 209-10, 214-15) Lastly, there was a concern that the modular units are not compartmentalized and thus a fire in one area could spread throughout the entire structure.

## *2. Bronx House of Detention*

Here, there were two major facility design problems highlighted by the plaintiffs. Presently, there is no fire compartmentalization, a problem the plaintiffs argue is significant since they contend there is no adequately secure area outside of the facility large enough to accommodate such an evacuation. A second concern relates to the sufficiency of egress. In the west wing dormitories on the second to sixth floors, there is only one means of egress--through a locked gate. Consequently, if a fire blocks that area the inmates on the west wing will be trapped. Another egress problem stems from the fact that the four stairways do not discharge directly outside. Rather, the stairways all lead to either the ground or first floors. As a result, a fire on either of these floors would make it extremely difficult to evacuate safely.

The plaintiffs also express concern with the smoke detection, alarm and sprinkler systems. In particular, the alarm system is old and prone to false signals. Automatic sprinklers are only provided on part of the ground floor and have not been regularly maintained. Smoke detectors are limited to the elevator lobbies.

## *3. Brooklyn House of Detention*

To begin with, a new alarm system installed in 1995 is not deployed. (Tr. 604) In addition, smoke detectors installed in the elevator lobbies, law library, telephone equipment room and housing area day room were not operational. (Tr. 606) Deputy Commissioner Antonio Figueroa attributed the delay, at least in part, to "paperwork." (Tr. 62) Even were these systems operational, the plaintiffs offered testimony to the effect that additional smoke detectors should be installed throughout the building to render the jail reasonably safe. The plaintiffs also presented expert testimony that suggested the need for additional sprinklers in any area where combustible material is or may be stored. These areas include the basement, first and second floors and third floor kitchen--where high combustible loading occurs. (Tr. 623)

Smoke and fire compartmentalization exists only between floors. Accordingly, any smoke or fire condition that arises in one area will likely spread across the entire floor without containment. The facility, according to the plaintiffs, also suffers from egress problems. Despite the existence of two

stairways that lead out of the building, there is in essence only one means of egress. (Tr. 69) The two stairways are located in the central core, approximately thirty feet apart. Plaintiffs contend that given the relatively close proximity of one stairway to the other, a serious fire could possibly block both exits. Finally, there are problems with the locking mechanisms in the facility. Many of the 120 cells are locked manually and would have to be individually unlocked by hand if a fire were to break out.

## *4. Maintenance of Fire Safety Equipment*

\*3 The plaintiffs correctly assert that the maintenance of fire safety equipment is essential to protect inmates in case of fire and further that by definition the equipment remains unused for significant periods of time. Nevertheless, the fact is that the equipment must nonetheless be operational when an emergency arises. According to the plaintiffs, the Fire Safety Officer's ("FSO's") weekly inspections often failed to identify serious problems, such as fire extinguishers that required recharging or improperly blocked exits. (Tr. 778-79, 781-83) More troubling, the plaintiffs contend, is the failure to correct identified deficiencies. For instance, in 1996 and again in 1997 the defendants promised to repair a gate that impaired egress at the Bronx House of Detention. (Tr. 499-500) The gate, however, was not corrected until 1998--shortly before the fire safety hearing occurred. (Tr. 501)

In a similar vein, there were standpipes in the Brooklyn House of Detention that could not be opened by hand, that the defendant has promised to remedy since 1995. Again, the standpipes were not replaced until immediately prior to the hearing. (Tr. 507-11, 528-29) Figueroa conceded that many fire safety violations remained uncorrected from year to year, and as a general matter he could not explain the failure to act. (Tr. 118) According to the testimony of Nicholas Mazzola, a FSO with the Department of Correction, many of the deficiencies that went uncorrected for lengthy periods of time were capital projects that required significant funds. (Tr. 460)

## *B. Department of Correction Response*

In response to these fire safety concerns raised long before the hearing, the Department of Correction to its credit undertook a comprehensive improvement program. [FN1] In the modular housing units, most of the leaking roofs that caused damage to fire safety equipment in general, and electromagnetic locks in particular, were replaced.

FN1. The fire safety improvements are being undertaken pursuant to three contracts.

The C-138 contract entails fire safety improvements proposed for all of the facilities at issue in this litigation. (Tr. 26); Ex. 135. The C-104 contract is a capital program providing for extensive renovations in the borough correctional facilities, and fire safety is an integral component. (Tr. 26-27); Ex. 135. The C-141 contract affects all facilities and any work performed in the kitchen area, with a fire safety component also included. (Tr. 27); Ex. 135.

At the Bronx House of Detention, additional compartmentalization is planned that includes upgrading doors to enable them to be fire-rated, restoration of the fire ratings of interior partitions and improving the fire safety between utility chases and housing floors. (Tr. 46-48) Also, the defendants are constructing an additional means of egress that will serve the west dormitory areas, and the north stairs are being extended from the fifth to the sixth floor. (Tr. 49, 52) In addition, improvements include the installation of smoke detectors throughout the basement and ground floor, on the second through ninth floors with the exception of the cells, in the catwalks, dormitory areas, central core, day rooms at the end of the north and south wings, storage areas and in the air handling units. The defendants have removed combustible material previously stored in the seventh floor gym. Perhaps most importantly, the defendants are installing a centralized fire alarm system that features new panels and pull stations in the central core, day rooms in the north and south wings, housing floor dorms, first floor and basement.

\*4 With respect to the Brooklyn House of Detention, two additional means of egress will be constructed on the north side of the facility, providing another mode of exit from cell areas in the east and west wings. (Tr. 72) This project is presently in the design phase. The defendants have installed new smoke detectors on the first and second floors. In addition, smoke detectors will be installed in the third floor kitchen and in the catwalks. Similarly, there are plans to install sprinklers in the central core and in program spaces on the housing floors. (Tr. 77) Areas that contained large volumes of combustible materials, such as records and debris, have been cleaned out and the mechanical, electrical and boiler rooms have been cleared. Finally, the defendants have installed an addressable supervised alarm system with pull stations, gongs, strobe lights and integrated smoke detectors.

## II. Discussion

"Ensuring compliance with a prior order is an equitable goal which a court is empowered to pursue

even absent a finding of contempt." Berger v. Heckler, 771 F.2d 1556, 1569 (2d Cir.1985) (district court appropriately amended decree given "its duty to protect the integrity of its judgments"); *see also* Juan F. By and Through Lynch v. Weicker, 37 F.3d 874, 878-79 (2d Cir.1994) (adjustment of consent decree to ensure compliance proper despite absence of contempt finding). Accordingly, I need not find that the defendants are in contempt to issue an order that enforces the Consent Decrees between the parties.

Plaintiffs, a class of pretrial detainees, seek an order that enforces Section S of the original Consent Decree that requires the maintenance of "safe" correctional facilities. The Due Process clause of the Fourteenth Amendment governs claims brought by pretrial detainees with respect to conditions of confinement. *See Bell v. Wolfish*, 441 U.S. 520, 535 n. 16, 99 S.Ct. 1861, 60 L.Ed.2d 447 (1979). The absence of adequate and reliable fire protection can give rise to a Fourteenth Amendment Due Process claim. *See Harrison v. Ienuso*, 1995 WL 375915, at \*2 (S.D.N.Y. Jun.23, 1995). Accordingly, a "safe" correctional facility for pretrial detainees must comport with the requisite standards of the Due Process clause of the Fourteenth Amendment. In Harrison, the court concluded that "fire safety conditions that are adequate, and do not subject detainees to a constant [and] imminent risk of death or injury impose no severe hardship on detainees and therefore do not offend the Constitution." *Id.* (citation and internal quotations omitted).

The plaintiffs, however, contend that the "constant and imminent risk" language articulated in Harrison must be interpreted consistently with the Supreme Court's decision in Helling v. McKinney, 509 U.S. 25, 32-34, 113 S.Ct. 2475, 125 L.Ed.2d 22 (1993). I agree. In Helling, the Supreme Court held that a prisoner stated a viable Eighth Amendment claim given the potential health problems that might arise as a result of exposure to cigarette smoke. *Id.* at 28-29, 37. The defendant there argued that only deliberate indifference to current and serious inmate health problems can give rise to an Eighth Amendment claim. *Id.* at 34. The Supreme Court rejected this argument, and concluded that an allegation that prison officials exposed an inmate to levels of environmental tobacco smoke that "pose an unreasonable risk of serious damage to his future health" is actionable under the Eighth Amendment. *Id.* at 34-35.

\*5 The Due Process rights of pretrial detainees "are at least as great as the Eighth Amendment protections available to a convicted prisoner." City of Revere v. Massachusetts General Hosp., 463 U.S. 239, 244, 103 S.Ct. 2979, 77 L.Ed.2d 605 (1983); *see also* County of Sacramento v. Lewis, 523 U.S. 833, ----,

118 S.Ct. 1708, 1718, 140 L.Ed.2d 1043 (1998) ("Since it may suffice for Eighth Amendment liability that prison officials were deliberately indifferent to the medical needs of their prisoners ... it follows that such deliberately indifferent conduct must also be enough to satisfy the fault requirement for due process claims ...."); Weyant v. Okst., 101 F.3d 845, 856 (2d Cir.1996) (same). Given that the rights of pretrial detainees under the Due Process clause of the Fourteenth Amendment are at the very least co-extensive with those of convicted prisoners under the Eighth Amendment, I conclude--consistent with Helling--that fire safety protections must be afforded at a level that does not expose the plaintiffs to an unreasonable risk of serious damage to their future health. See Helling, 509 U.S. at 33 (constitutional protection "against future harm to inmates is not a novel proposition").

While the conditions in the modular units, Bronx House of Detention and Brooklyn House of Detention pose an unreasonable risk of serious damage to the future health of pretrial detainees through fire, the improvements, both those implemented and scheduled, "have substantially reduced the extent to which judicial interference is warranted." Coniglio v. Thomas, 657 F.Supp. 409, 414 (S.D.N.Y.1987) (extensiveness of remedy curtailed by fire safety improvements made after the onset of litigation). While each of the proposed improvements should be timely made, it is particularly important that the defendants diligently act with respect to the conversion of all sprinklers in the modular units to wet systems, implementation of the centralized alarm system in the Bronx House of Detention and construction of the two additional means of egress in the Brooklyn House of Detention. [FN2]

[FN2]. The improvements are comprehensively detailed in Section I.B of this decision.

Therefore it is directed that: (1) to ensure that these improvements-- necessary to the operation of constitutionally adequate fire safe facilities-- are completely implemented, the defendants are to adhere to the currently proposed schedules for completion. At the Bronx House of Detention the improvements undertaken pursuant to the C-138 project--which include a new supervised fire alarm system and an electronically operated gang release system--are "expected to be completed by the end of calendar year 1999." Ex. 135 at pp. 1-2. The contract for construction of a second means of egress at the Brooklyn House of Detention will be registered with the New York City Comptroller prior to the end of

June 1999 and "is expected to take two years and therefore be completed by June 2001." Ex. 135 at p. 3. Design changes at the Brooklyn House of Detention--which include improvements in the fire alarm, smoke detection and fire suppression systems, as well as enhanced egress, fire separation and smoke management--are "scheduled and budgeted for Fiscal Year ("FY") 1999, and construction is scheduled to commence in FY 2000 and to be completed in FY 2002." Ex. 135 at p. 3. At modular housing units six and seven at GMDC on Rikers Island, automatic dry or wet sprinkler systems will be installed, egress improved and better fire and smoke detection systems added. Ex. 135, Attachment A. These improvements were "expected to begin in July 1998 and to take approximately six months to complete." Ex. 135 at p. 5.

\*6 It is further directed that: (2) the defendants are to appraise the plaintiffs and the Office of Compliance Consultants ("OCC") of all progress and any potential delays in the improvement projects. This is to be accomplished by the submission of quarterly status reports, in letter form, beginning on January 4, 1999. [FN3] Cf. United States v. Oregon State Medical Soc., 343 U.S. 328, 333 (1952) ("It is the duty of the courts to beware of efforts to defeat injunctive relief by protestations of repentance and reform, especially when abandonment seems timed to anticipate suit, and there is probability of resumption.").

[FN3]. Thereafter, status reports are due on the first Monday in each subsequent quarter until further order of the Court.

Further it is directed that: (3) the defendants submit to the Court, within sixty days of the date hereof, a proposed internal procedure for responding to Fire Safety Unit reports that will ensure that deficiencies are promptly identified and corrected. Since the occurrence of fires and especially fires of a life-threatening nature are infrequent, safety equipment such as extinguishers may often remain dormant for extended periods of time. In an emergency, however, the equipment must be in working order. Consequently, the failure when needed of such equipment could result in serious physical injury or the loss of life, and therefore must be functional to ensure constitutionally safe facilities. See Jones v. City and County of San Francisco, 976 F.Supp. 896, 908 (N.D.Cal.1997) (defendants abdicated constitutional responsibility to provide reasonably safe fire protections where, among other problems, fire-rated door assemblies and automatic sprinklers were not installed); Coniglio, 657 F.Supp. at 414 (smoke barriers and system of effective smoke

management found "necessary to provide minimum fire safety for the plaintiff class as required by the Constitution").

Finally on an allied tack, the evidence suggests that not infrequently, the weekly inspections as presently carried out fail to identify serious problems, such as fire extinguishers that require recharging or improperly blocked exits that could leave individuals trapped should a fire occur. (Tr. 778-79, 781-83) Unfortunately, even when deficiencies were reported, the resultant fire safety violations often went uncorrected from year to year--without explanation. (Tr. 118; 507-11; 528-29) Given this pattern, taken together with the concern of both parties that fire safety equipment be functional at all times, an improved internal procedure is appropriate. The parties are directed to draft such a procedure in consultation with OCC, within sixty days of the date hereof, and to arrange a conference with the Court on or before January 15, 1999 should any problem arise. *See Hoptowit v. Spellman*, 753 F.2d 779, 784-85 (9th Cir.1985) (while the court "need not wait until actual casualties occur" to order relief it should not "tell the administrators of the prison how to cure the unconstitutional conditions").

SO ORDERED.

END OF DOCUMENT

# **Exhibit 23**