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WHEREAS plaintiffs, inmates of the Camden County Correctional Facility ("plaintiffs"), initiated this proceeding challenging the overcrowding and various other conditions and practices associated with their confinement at the Camden County Correctional Facility ("CCCF" or "jail") as violative of their rights;

WHEREAS the Court appointed a Special Master to conduct fact-finding hearings, issue findings of fact, recommend conclusions of law, and recommend remedies;

WHEREAS Special Master Sidney Schreiber issued his Second Supplemental Report on November 17, 1993, recommending various remedies to relieve overcrowding and improve medical care, and the State and County defendants having objected thereto;

WHEREAS the parties to this Decree entered into settlement discussions prior to the Court's entry of a final judgment;

WHEREAS the parties to this Decree have now agreed through their attorneys to the resolution of the issues raised herein without further litigation;

WHEREAS the following provisions shall be binding upon the parties and shall be incorporated into an Order of the Court,

NOW, THEREFORE, IT IS AGREED by the undersigned as follows:

I. GENERAL PROVISIONS

1. This Decree sets forth the parties' rights, obligations and responsibilities with regard to conditions at the CCCF.

2. The parties expressly agree and stipulate that this Decree does not constitute an admission of any liability, omission, or wrongdoing by the State or County defendants, which they deny,

against the class as a whole or any member of the class individually, under the Federal or State Constitutions or under Federal or State law.

3. The entry of a judgment approving this Decree does not constitute a finding that the standards set forth in this document are mandated by the Federal or State Constitutions or by Federal or State statutes or regulations.

4. The entry into this Decree by the State defendant is not intended to constitute a waiver of the applicability of the Eleventh Amendment, and the State defendant will assert the Eleventh Amendment where applicable.

5. This Decree shall not be construed as dismissing any claim for damages filed by an individual plaintiff against the County or State defendants, nor shall anything in this Decree be construed as an admission of liability by the defendants in those actions.

6. All claims against all defendants are hereby dismissed with prejudice except for medical care claims subsequent to October 22, 1993 and issues relating to the 1986 Second Amended Consent Judgment ("1986 SACJ").

7. This Decree is limited to the physical plant now known as the Camden County Correctional Facility.

II. POPULATION ISSUES

A. GENERALLY:

8. Population Issue to be Resolved in Two Phases:

This Decree addresses population issue in two phases.

The Phase I provisions apply until the Department of Corrections (DOC) opens for occupancy the new State prison to be constructed in Bridgeton, New Jersey or until the backlog of transfer-eligible State prisoners who cause the population caps of the CCCF to be exceeded is otherwise eliminated, whichever occurs first.

The Phase II provisions apply at such time as there is no longer a regular backlog of transfer-eligible State prisoners as that term is defined below in par. 9.

The parties note that under certain conditions set-forth at paragraphs 22 and 24, this Decree may be voided at the option of one of the parties, and this case will be sent back to court to resolve the underlying litigation on its merits.

9. Definitions: For the purposes of this Decree, the population housed in CCCF shall be classified according to the following categories of prisoners:

a. Transfer-Eligible State prisoner: For purposes of this Decree only, the term "transfer-eligible State prisoner" includes, as of the date the parties sign this Consent Decree, any prisoner who has been confined at CCCF fifteen or more days after imposition of a State custodial sentence and any State parole violator for whom a so-called "ship letter" has been issued after a probable cause hearing. The County reserves the right at any point during the duration of this Consent Decree to challenge the DOC's refusal to transfer parole violators without ship letters who have been confined at CCCF for 15 or more days, and nothing in this Decree

shall bar the County from applying, in an appropriate forum, for an order declaring that the DOC is responsible to provide custodial housing for, or compelling the DOC to transfer, all State parole violators who have been housed at the CCCF for more than 15 days based on a State parole violation warrant. If the County prevails in any such application, the parties intend that for purposes of this Consent Decree, the definition of "transfer-eligible State prisoners" shall thereafter be deemed to include all State parole violators who have been housed at the CCCF more than 15 days based on a State parole violation warrant, regardless of whether they have been issued a "ship letter."

b. Pre-Trial Detainee: A pretrial detainee is a prisoner who is confined in CCCF in connection with a pending criminal charge. This term refers to any custodial confinement during the period from the time of arrest until the time of sentencing, or such time as the charge is otherwise disposed of. However, the term "pre-trial detainee" does not include those inmates who are also State parole violators.

c. County Sentenced Prisoner: A County sentenced prisoner is a prisoner who has been sentenced to the CCCF and is serving a custodial sentence of 364 days or less.

d. Pre-Transfer-Eligible State Prisoner: A pre-transfer-eligible State prisoner is a prisoner confined in CCCF up to 15 days after sentencing for a newly-imposed custodial sentence or a prisoner held in custody on the basis of a parole warrant and for whom a ship letter has not yet issued.

e. State contract prisoner: A State contract prisoner is a prisoner who is serving a State custodial sentence at CCCF pursuant to a contract between the State and County defendants.

f. Per-diem parole violator: A per-diem parole violator is a prisoner who is being held in custody on the basis of a parole warrant and has been held in custody on the basis of the warrant for more than 15 days but for whom a ship letter has not yet issued. This group is a sub-category of the 'pre-transfer-eligible State prisoner' category.

g. Miscellaneous inmates: This category includes inmates who do not fall into any other category set forth in this paragraph and who are housed pursuant to any type of warrant, writ, order or detainer which authorizes the custodial confinement of a person for any reason, including, but not limited to, violation of probation, municipal proceedings, domestic relations matters, contempt proceedings, motor vehicle proceedings, extradition or any other type of detainer or writ.

h. County inmate population: For Phase I, this category includes categories b., c., d., e., and g. above. For Phase I, category f. is not considered part of the county inmate population. For Phase II, this category shall also include f. above unless a court shall otherwise rule pursuant to paragraph 9(a).

B. PHASE I - CCCF POPULATION PRIOR TO OPENING OF NEW STATE FACILITY AT BRIDGETON OR ELIMINATION OF BACKLOG OF STATE INMATES:

10. Phase I Cap Applicable Only to Inmates Housed in CCCF for Whom County Has Responsibility to House:

The Phase I cap shall establish the maximum number of inmates

for whom the County of Camden has housing responsibility ("County inmates") to house at the CCCF.

C. PHASE I COUNTY RESPONSIBILITIES:

11. Categories of Inmates Covered by Phase I Cap: During Phase I, the following categories of inmates shall be deemed County inmates and included within the population cap at CCCF: pretrial detainees; County sentenced inmates; miscellaneous inmates; State contract prisoners; and pre-transfer-eligible State prisoners, excluding per diem parole violators.

12. The Phase I Cap (Inclusive of Males and Females): The maximum number of County inmates for whom the County has housing responsibility as defined in paragraph 11 above who may be housed within CCCF at any one time shall not exceed 975 so long as the total number of beds at the CCCF is 1,003.

13. Expansion of Phase I Cap: The Phase I population cap may, in the discretion of the County, be expanded to 980 in the event that the total number of beds at the CCCF is increased to between 1,015 and 1,019 in accordance with paragraph 17. Any other changes in the Phase I population cap shall be in accordance with the provisions of paragraphs 48, 49, 50 and 52 below. The Phase I population cap shall be increased by 90% of any beds added pursuant to paragraphs 48, 49, 50 and 52.

14. Extra Cells: The population caps set forth in this Consent Decree take into account that there are cells set aside for special purposes such as protective custody, administrative segregation, and medical and psychiatric needs that may not be in

full-time use.

15. County Cap Not Applicable to Physical Expansion of CCCF:

This County cap shall not apply to any new units added outside the existing CCCF building, such as, for example, the installation of modular units adjacent to and outside of the CCCF building.

16. Implementation of County Cap: Upon the parties' signing of this Consent Decree, the Phase I Cap shall be implemented immediately with respect to those inmates for whom the County has housing responsibility as set forth in par. 11.

17. Provision of Additional Beds: The County currently houses female inmates in units 2 North A, 2 North B and 2 North C. The County may, in its discretion, add 12 to 16 additional beds in two dormitory areas to be located in two existing rooms adjacent to 2 North, one of the current women's units. Any such beds located in dormitory configurations shall be located outside of existing dayrooms, hallways and visiting areas. Within the cells in units 2 North A, 2 North B and 2 North C, that existed as of January 5, 1994, as reflected in Exhibit A, there shall be no more than two permanent-type beds per cell.

18. Population Sub-Cap for Women: Regardless of whether the County chooses to provide additional beds as set forth in par. 17, and in no event later than December 31, 1994, the number of female inmates housed at CCCF for whom the County is responsible to house shall not exceed the total number of existing beds in the units allocated to the housing of women. Each bed so provided shall be in a configuration of no more than two per cell or in a dormitory

configuration which provides inmates with adequate living space and adequate dayroom space. These additional beds shall not be located in currently existing dayroom or inmate program space. By December 31, 1994, the County shall implement a program of sentencing alternatives or shall otherwise act to provide at all times sufficient bed space in conformance with the terms of this Consent Decree for all women for whom the County has housing responsibility. Unit caps, as set forth in Exhibit A (as revised to account for any beds added in dormitory or other space pursuant to this Decree) shall apply to the housing of women in female units at such time as the State initiates the timely removal of all transfer-eligible female inmates from the CCCF.

D. PHASE I - STATE RESPONSIBILITIES:

19. Removal of Transfer-Eligible State Prisoners: It is the parties' objective that the backlog of transfer-eligible State prisoners at CCCF shall be reduced and eventually eliminated by the systematic removal of such prisoners by the DOC. In order to achieve this objective, the DOC shall, except as otherwise provided in paragraphs 22 through 25 below, remove from CCCF a total of 1,550 transfer-eligible State prisoners per calendar year until such time as Phase I is completed, as described in par. 8, due to the removal of all transfer-eligible State prisoners from CCCF who cause the population cap to be exceeded. Pursuant to this paragraph, the DOC shall remove from CCCF at least 129 transfer-eligible State prisoners per month for the first ten months of each calendar year, and at least 130 transfer-eligible State prisoners

per month for the last two months of each calendar year.

20. Effective Date of Paragraph 28: The provisions of paragraph 19 shall become effective on the date of the parties' signing of this Consent Decree. All State prisoners transferred from CCCF during the interval from January 1, 1994, to the date of the filing of this Decree shall be deemed a transfer pursuant to paragraph 19.

21. Order of Removal: In complying with the terms of this Consent Decree, the DOC and the County shall make every effort within a given classification category to remove first those State prisoners who have been confined the longest at the CCCF since becoming a transfer-eligible State prisoner. Nothing in this Decree shall be construed to limit the discretion of the State and the County to make transfer decisions based on an inmate's classification status and in consideration of the safe and orderly operation of the jail, regardless of a particular State prisoner's length of stay at CCCF.

22. State and County Option to Void Consent Decree: If State jurisdictional admissions at CCCF exceed 1,400 inmates in any one calendar year, the State defendant shall have the option of voiding this Consent Decree by notifying the Court and the parties of the need to schedule the matter for a ruling on the portions of the Special Master's Second Supplemental Report that pertain to the DOC. For the purposes of this Decree only, the term "State jurisdictional admissions" refers to those State prisoners housed within CCCF who attain transfer-eligible status during the course

of the calendar year operative for the purposes of this paragraph. Nothing in this Consent Decree shall prevent the DOC from deferring exercise of this voiding option and, instead, continuing to transfer State prisoners pursuant to paragraphs 19, 21, and 23.

In the event that the DOC shall exercise its option to void, and in the event that the population of the CCCF shall exceed 1,450 because of the presence of transfer-eligible State prisoners and per diem parole violators, the County may, in its discretion, void this Decree by notifying the Court and the parties of the need to schedule the matter for a ruling on the underlying merits of this litigation.

23. Obligation to Transfer if DOC Defers Voiding Option:

For each calendar year in which State jurisdictional admissions at CCCF exceed 1,400 inmates and the DOC elects to defer exercising its voiding option and chooses, instead, to continue transferring State prisoners pursuant to this Consent Decree, the DOC will be required for the calendar year in question to transfer State prisoners from CCCF equal in number to the total number of new State jurisdictional admissions in Camden County for that calendar year plus 150.

24. Option to Defer Court Review Pending Parties' Negotiation in Lieu of Voiding the Decree:

Upon receiving notice from the DOC or the County that it intends to exercise its option to void this Consent Decree, each party shall have a right to ask the Court to defer judicial review pending negotiation by the parties. During any such negotiations, the DOC's transfer obligation shall not exceed 1,550 prisoners per

calendar year, as set forth in paragraph 19 above. If the parties are able to reach agreement, they shall so notify the Court. If that occurs, this Consent Decree, as modified by the parties for the operative calendar year only, shall be considered in full force and effect.

25. Decision to Defer Voiding Option is Without Prejudice:

If the DOC elects to continue transferring State prisoners in lieu of exercising its voiding option, it will retain the right to exercise the voiding option any time thereafter so long as State jurisdictional admissions in Camden County continue to exceed 1,400 per calendar year. If State jurisdictional admissions drop below 1,400 per calendar year before the DOC has exercised its voiding option, then the DOC's obligation to remove transfer-eligible State inmates pursuant to paragraphs 19 and 21 will resume.

26. Verification: Compliance with the requirements of par. 19, 21 and 23 shall be verified on a monthly basis in the manner more fully described in Paragraph 38. Verification shall be based upon weekly reports that the County shall prepare in the format of Exhibit B attached hereto and upon monthly reports that the State defendant shall prepare in the format(s) of Exhibit D or as subsequently agreed upon by the parties.

27. Documentation of State Jurisdictional Admissions:

Upon signing this Decree and beginning January 1 of each year, the County shall maintain a separate log book that sets forth, on a daily basis, the name of each individual the County believes to be a new State jurisdictional admission. The County shall note as

to each name listed, the date of sentence, the date of incarceration, whether or not there is a detainer or a parole warrant, and/or the date that a State parole violator received a ship letter, as may be appropriate to the determination of a State jurisdictional admission. As each page of the log book is filled, the County shall send a copy of that page to the counsel of all parties.

Upon request, counsel for the parties shall have access to inspect and review the log books of State jurisdictional admissions.

E. PHASE II - COUNTY OBLIGATIONS:

28. County Cap Becomes Institutional Cap: The Phase II provisions apply as soon as the total inmate population at CCCF is less than or equal to the Phase I population cap or as soon as the State has removed all transfer-eligible State prisoners, whichever comes first. At that point in time, the Phase I population cap shall become the cap for the institution (hereinafter "Institutional cap" or "Phase II cap").

For the purposes of this Decree only, the following categories of inmates shall be counted to determine whether the County is within the "Phase II" or "Institutional" population cap at CCCF: pretrial detainees; County sentenced inmates; miscellaneous inmates, State contract prisoners; pre-transfer-eligible State prisoners, including per-diem parole violators unless a Court shall otherwise order as set forth in paragraph 9a. If the State fails to remove transfer-eligible inmates in accordance with this Decree,

and the population rises above the Phase II cap as a result, then the Phase I provisions shall apply for that duration of time until the State removes the regular backlog of transfer-eligible inmates from the CCCF.

29. Unit Caps Become Applicable: While operating within the Phase II or Institutional cap, the County shall limit the number of inmates housed within an individual housing unit to the number of beds in said unit as set forth in Exhibit A ("Unit cap") as may be modified pursuant to this Decree, except that the population limits for the housing units utilized for female inmates shall become effective December 31, 1994.

30. Prohibited Activities Once Phase II Cap Reached:

Whenever the Phase II cap applies and except in the case of an emergency as set forth in paragraph 39, the County shall not:

- (a) House inmates overnight anywhere in CCCF without an assigned bunk that is in working condition;
- (b) Require inmates to sleep in a hallway or dayroom or in any other space that is not specifically designed to house inmates except when necessary to provide for the safety or well-being of an inmate and after notice to plaintiffs' counsel as provided in pars. 40 through 42;
- (c) Require inmates to sleep either directly on the floor of any cell or on mattresses or cots on the floor of any cell; or
- (d) Require inmates to sleep three or more to a cell except as provided in subparagraph (e) below.
- (e) However, the seven cells located in the medical

units in 2 South C (four cells) and 2 South D (three cells) which contained three bunks as of January 5, 1994, may be used to house three inmates at a time if all three of the inmates occupying any one of those cells have a bona fide medical need to be in the medical unit while they are occupying said cell, or if there is a court order directing or authorizing CCCF to house a non-medically needy inmate in the medical unit, or if the Warden, in the exercise of his reasonable discretion, determines that the health, safety and welfare of an inmate is best protected in a medical unit.

31. Categorization: The County shall, within the guidelines established by the DOC, and in accordance with the Warden's sound discretion, establish and maintain in the CCCF special housing areas reserved for designated functions, including separate new admissions areas for men and for women, separate medical, mental health, close custody and observation units for men, and separate housing areas for women.

32. Use of Special Needs Housing Units: Subject to the proper and reasonably exercised discretion of the Warden to categorize inmates to achieve the goals of institutional and personal safety, only appropriately classified inmates, based on applicable State regulations, shall be housed in the special needs housing units. Unless a court orders otherwise, or unless the Warden, in the exercise of his discretion, determines that the health, safety and welfare of an inmate is best protected in a

medical unit, the decision to place an inmate in a medical or mental health unit shall be made by the appropriate medical or mental health staff based on medical or mental health considerations, not on housing needs in the CCCF or other non-medical or non-mental health considerations.

33. Classification of Females: The County shall make every effort to separate female inmates according to their classification within the smaller housing units designated for women. It is understood, however, that the number of female inmates requiring separate housing is generally small and fluctuates widely. The County shall designate portions of the female housing units for specialized needs on an as-needed basis. Any additional cells in such designated areas that are not needed for specialized needs may be used for general population housing.

F. PHASE II - STATE RESPONSIBILITIES:

34. Notices Concerning Construction of New Facilities:

Within 10 days prior to the date that the new State prison at Bridgeton is open for occupancy, and within 10 days prior to the completion of the ongoing bedspace construction at the Edna Mahon State Correctional Facility results in new beds open for occupancy, the DOC shall provide notice to plaintiffs' counsel that such facilities will be ready for occupancy by State prisoners.

35. Removal of Transfer-Eligible State Male Inmates: It is the parties' intent that once the new prison at Bridgeton is open for occupancy, the DOC shall remove as expeditiously as possible all transfer-eligible State prisoners that cause the CCCF to exceed

its institutional or unit caps. Toward this end, sixty days prior to the anticipated date that the prison at Bridgeton will be open for occupancy, the DOC shall provide to all counsel a schedule to remove these State prisoners from the CCCF. If any party objects to the DOC's proposed schedule, the parties shall seek to resolve the dispute through negotiation, and if necessary, may bring the matter before the District Court for resolution.

For the duration of this Consent Decree, the DOC shall continue to remove all transfer-eligible State prisoners by the date they become transfer-eligible or the next of the twice weekly transport dates, if the failure to remove these inmates would cause the CCCF to exceed its institutional or unit caps.

G. Provisions Applicable to Phase I and Phase II

36. Removal of Transfer-Eligible State Female Inmates:

Within two weeks after the date that the bed space construction at the Edna Mahan State Correctional Facility is completed and this bed space is available for occupancy, the DOC shall remove, by the next of the weekly transport dates, all female transfer-eligible State prisoners from CCCF if the failure to remove these inmates would cause the population cap of the female unit or of the CCCF to be exceeded. For the duration of this Consent Decree, the DOC shall continue to remove, by the next of the weekly transport dates, all female transfer-eligible State prisoners by the date they become transfer-eligible if the failure to remove these inmates would cause the population cap of the female unit or the CCCF to be exceeded.

37. County Reporting: The County shall send to plaintiffs' counsel on a weekly basis a report of the population in the CCCF. This report shall contain information that provides a basis for determining the total number of inmates in the CCCF, the number of those inmates who are transfer-eligible State prisoners, and the number of State prisoners who are being housed at CCCF pursuant to a contract with the State. For purposes of this notification, County inmates sentenced to confinement only on weekends shall be separately identified and shall be included in the total population count at a ratio of one County inmate for every three week-enders. Inmates who are physically located in a hospital outside of CCCF on the date of the report or who are otherwise not physically housed at the CCCF shall not be included in the jail population count, but the number of such inmates shall be separately identified in this report, including the number who are State-sentenced prisoners and the number who are County inmates on the date of the report. The report shall also specify by gender the number of inmates housed in each housing unit listed in Exhibit A, attached. The report may take the form of Exhibit C, attached, or may be in any other format that provides the same information.

38. State Reporting Requirements: On or before the 15th day of each month, the State shall provide to plaintiffs' counsel a monthly report or reports of the number of transfer-eligible State inmates who were removed from CCCF during the prior calendar month and the number of State inmates who remained at CCCF after such removal. The report may take the form of Exhibit D, attached, or

may be in any other format that provides the same information.

39. Authority to Exceed Maximum Capacity in Emergencies: The County defendants shall not be in violation of this Decree if the inmate population for the whole facility or for individual units at CCCF exceeds the applicable County Cap, or if inmates are housed in violation of par. 30, for the duration of an emergency situation caused by a sudden, reasonably unexpected and unforeseeable event or series of such events. The type of unexpected or unforeseeable events or incidents contemplated as presenting an emergency situation under this paragraph are intended to include events such as fires, disasters, riots, or the prevention of imminent violence involving the potential for serious destruction of property or harm to individuals.

40. Notice of Emergency: In the event of such an emergency situation, the County defendants shall provide notice to plaintiffs' counsel immediately by telephone and within 24 hours in writing. This notice shall state the number of inmates at CCCF, the number of inmates added by the emergency or the number of inmates housed in violation of par. 30 because of such emergency, the locations where these inmates are being housed, the expected duration of the emergency, and the expected impact on conditions, services or programs available to these inmates.

41. Enlargement of Emergency: In the event of such an emergency situation, the County shall make good faith efforts to comply as soon as possible with applicable population caps and the requirements of par. 30, but at least within 7 days. The County

may enlarge this 7 day period to 14 days in the event of a continuing emergency which the County shall certify to plaintiffs' counsel prior to the expiration of the initial 7 day period.

42. Further Enlargement Due to Emergency: If the County anticipates the need to exceed the capacity limits or to house inmates without bunks for more than 14 days, the County shall notify the plaintiffs' counsel before the expiration of the 14 day period of the reason for exceeding the 14 day time limit and the steps the County is taking to comply with applicable population caps and the housing requirements of par. 30.

43. Contingency Plan: Within 6 months after the entry of this Consent Decree, the County shall develop a realistic and appropriate contingency plan, subject to plaintiffs' approval, which shall be implemented if any then-applicable Unit or Institutional Cap is exceeded for non-emergency reasons for more than 72 hours. The contingency plan shall set forth the procedures which shall enable the County to reduce the population of County inmates to the applicable population cap within 33 days of the date on which the County inmate population of the CCCF first exceeded the cap. Any time that the County inmate population at the CCCF exceeds the cap for 72 consecutive hours, the County will be required to implement the contingency plan within five days from the date that the County inmate population first exceeded the cap.

44. Resolution of Disputes Concerning Contents of Contingency Plan:

If, upon review, plaintiffs believe that the County's contingency plan is not realistic and appropriate, the plaintiffs

and the County shall attempt to resolve such concerns with the County. If reasonable negotiations do not produce a plan that is agreeable to both parties, either party may apply to the Court to resolve such dispute.

45. Notice that Population Cap is Reached: Within 72 hours of the time that the County inmate population at CCCF first reaches the cap, the County shall provide written notice to plaintiffs' counsel that the population cap has been reached. In the event that the County inmate population does not return to the cap levels by the end of the 72 hour period, the County shall provide notice to Plaintiff's counsel of the steps which it is implementing to reduce the population and the time frame for such implementation. The County may take steps in accordance with the contingency plan, or may otherwise act in good faith to reduce the population to County cap levels.

46. Contempt Applications: If the County implements the contingency plan or other reasonable steps within 5 days of the date the population at CCCF first exceeded the applicable population cap, the plaintiffs agree to defer for a period of 33 days from the date that the County inmate population first exceeded the cap any contempt application against the County based on the jail population having exceeded the established population cap. The purpose of such a deferral is to enable the County to bring the jail population within the cap by means of its contingency plan or by other reasonable measures, and thereby avoid the need for judicial intervention.

47. Alternatives to Formalized Contingency Plan: Nothing in this Consent Decree shall prevent the County from utilizing alternatives not specified in the contingency plan if those alternatives are reasonably calculated to bring the jail population within the population cap no later than 33 days from the first date that the population first reached the applicable institutional cap.

48. Further Expansion of Phase I or Phase II Caps Require Court Approval:

Except as otherwise provided in paragraphs 17 and 49, the County shall not undertake physical renovations to the CCCF for the purpose of adding any additional beds or additional housing areas, whether in the form of cells, dormitory-style beds, or any other form of housing, within the physical plant now known as the CCCF unless the County first obtains the written consent of the plaintiffs or the approval of the Court after a hearing.

49. Process for Expanding Inmate Capacity by Adding Up to 75 Additional Beds:

The County may, in its discretion, add a cumulative total of up to 75 additional beds within the CCCF, in addition to the beds referenced in paragraph 17, if the County first provides plaintiffs' counsel with 60 days advance notice explaining:

(a) the reasons why an expansion is needed;

(b) the specific plans for expanding the bed capacity, including but not limited to:

(1) the dimensions of the proposed area for expansion, specifying the dimensions of the living space, dayroom space, and shower, toilet, and sink space,

(2) the number of beds to be added;

(3) the specific area(s) of the jail in which these beds will be located;

(4) the previous use(s) of the area(s) in question;

(5) the proposed configuration of the additional beds (i.e., dormitory space, single- or double-bunked cells, etc.); and

(c) the specific plans for how the County will continue to meet the terms of the Consent Decree and Par. 14/SACJ, including any modifications pursuant to pars. 59 through 61 of this Consent Decree, for all inmates after the proposed expansion is completed. However, schematic information provided to plaintiffs' counsel shall not be made available to either inmates or the public.

Plaintiffs shall have 60 days from the receipt of the entire expansion proposal to object to the proposed expansion by filing an application to the Court.

50. Process for Obtaining Court Approval for Expansion Above 75 Additional Beds:

If the County at any point seeks to add more than a cumulative total of 75 additional beds within the CCCF, the County must apply to the Court for leave. Such application must explain:

- (a) the reasons why an expansion is needed;
- (b) the specific plans for expanding the bed capacity, including but not limited to:
- (1) the dimensions of the proposed area for expansion, specifying the dimensions of the living space, dayroom space, and shower, toilet, and sink space,
- (2) the number of beds to be added;

(3) the specific area(s) of the jail in which these beds will be located;

(4) the previous use(s) of the area(s) in question;

(5) the proposed configuration of the additional beds (i.e., dormitory space, single- or double-bunked cells, etc.); and

(c) the specific plans for how the County will continue to meet the terms of the Consent Decree for all inmates after the proposed expansion is completed.

The Court shall determine (a) whether the expansion is needed; (b) whether the proposed expansion plan is feasible, (c) whether adequate living space is provided to inmates under the proposed expansion, and (d) whether the County's plan for continuing to comply with the terms of this Consent Decree and Par. 14/SACJ, including any modifications pursuant to pars. 59 through 61 of this Consent Decree, is achievable. The County shall take no steps to implement the proposed expansion until the Court has ruled on the County's application.

51. Plaintiffs' Response to Expansion: Plaintiffs shall have the right to oppose any plan for expansion pursuant to paragraph 49 or any application to the Court for approval to expand pursuant to paragraph 50. Plaintiffs agree that they will not object to any such plan or application on the grounds that a need to expand was foreseeable or anticipated at the time the parties entered into this Consent Decree. Plaintiffs further agree that they will not object to any proposed plan based on the fact that the expansion is not based on a significant change in circumstance making compliance

with the Decree substantially more onerous. The parties note that paragraphs 49 and 50 do not require that the County demonstrate that the need for an expansion was based on a change in law or policy.

The plaintiffs reserve the right to raise any other objections to the proposed increase including, but not limited to, the absence of the need for any proposed or requested expansion, infeasibility of the particular expansion plan, insufficient capacity of CCCF to confine additional inmates, the extent to which the proposed expansion complies or does not comply with N.J.A.C. 10A:31-3.7, or the inability of the County to provide the required level of programs and services to additional inmates. Any other application by a party to modify the terms of this Consent Decree shall be governed by relevant case law and statutes.

52. Cap Increase in Response to Additional Beds: If the County adds any additional beds pursuant to paragraphs 49 and 50 above, the population cap for CCCF may be increased by 90% of the beds added.

53. Conditions Pertaining to Cap Expansion: In connection with any expansion of beds in CCCF undertaken within the presently existing physical confines of the CCCF beyond the present number of 1,003, 1,015, to 1,019 beds, as per paragraph 17, the County shall:

(1) provide all inmates housed within CCCF, including those housed pursuant to any expansion, with the same services and programs otherwise required to be provided to inmates housed in accordance with the applicable Phase I or Phase II cap;

(2) insure that no cell contains more than two beds, except for the seven cells specified on Exhibit A;

(3) insure that no beds shall be placed in current dayroom or hallway space except if necessary to best protect the safety and welfare of an inmate; and

(4) provide additional bathroom and shower facilities to meet the standards set forth in N.J.A.C. 10A:31-3.7.

54. Underlying Assumptions: The County defendant asserts that it entered into this Consent Decree based upon presently existing statutes and other applicable law, administrative procedures, executive orders, judicial practices, parole practice, Department of Corrections practice and procedure, and other public policies, practices and procedures effecting the inmate population at the CCCF.

The plaintiffs maintain that the ability of a correctional facility like CCCF to deliver necessary services and programs to inmates and to provide appropriate supervision to protect inmate and staff safety is limited by the existing physical space and staff, regardless of the number of beds in the facility. The plaintiffs further maintain that if the number of County inmates exceeds the population cap of 975 or 980 because of a change in any of the above factors or for any other reason, the County should work with the prosecutor and the courts to utilize sentencing alternatives in lieu of incarceration within the CCCF and should implement rehabilitative programs such as substance abuse treatment and vocational and educational programs which enable ex-offenders

to lead productive and law-abiding lives in the community.

The parties agree that no negative inference should be drawn from the fact that the State defendant has not set forth its assumptions in this Decree.

H. PROGRAMS AND SERVICES APPLICABLE TO PHASE I AND PHASE II:

55. Heating and Ventilation: Effective immediately, the County shall continue to provide regular maintenance and periodic re-balancing of the heating and ventilation system within the CCCF, including but not limited to cleaning all vents and filters in accordance with standard maintenance schedules. Compliance with this provision shall be assessed by means of the provision of maintenance logs to the Plaintiff's counsel on a quarterly basis.

56. Cleaning of Showers: Effective immediately, the County shall institute a regular system of steam cleaning all showers on an appropriate schedule, which schedule shall be subject to plaintiffs' approval. Effective 90 days from the date the parties sign this Consent Decree, the County shall provide quarterly reports to plaintiffs' counsel documenting that such steam cleaning is occurring. The County shall also supply appropriate cleaning materials, including disinfectants, to inmates responsible for cleaning the showers.

57. Establishment of Additional Programs: Effective immediately, the County agrees to undertake all reasonable efforts using existing resources and any available non-tax funding sources to establish additional programs designed to enhance rehabilitation and prevent recidivism of inmates at CCCF. Such programs may

include, but need not be limited to: substance abuse counseling and rehabilitation, career and adjustment counseling, job training, expanded educational programs, and expanded work release programs.

In accordance with the provisions of this section, the County has established a work-release program for women, a pre-release/post-release counseling program for all County-sentenced inmates, and an art for inmates program through the Perkins Center for the Arts.

The County shall provide to plaintiffs' counsel semi-annual reports detailing program activity.

58. Equal Access to Programs and Services: Effective immediately, the County shall continue to ensure that all inmates have equal access to counselling services and religious and educational programs. After sufficient transfer-eligible State prisoners have been removed to permit implementation of the applicable population cap, the County shall ensure, in addition, that all inmates have equal access to work programs.

III. THE 1986 SECOND AMENDED CONSENT JUDGMENT

59. Proposed Plan: The parties to the SACJ agree that as to issues pertaining to the 1986 SACJ, the County shall, within 90 days of the entry of this Consent Decree, set forth its proposed plan for modification and/or performance of the provisions of Paragraph 14 thereof, the sole paragraph of the SACJ that is applicable to the CCCF (hereinafter "Par. 14/SACJ"). The plan shall specify which provisions shall be instituted prior to the time that CCCF reaches the Phase II Cap as herein below set forth

and which provisions shall be effective only at such time as the CCCF reaches the Phase II Cap.

60. Acceptance or Rejection of Plan: The proposed plan shall be subject to revision as a result of discussions between the County and plaintiffs' counsel. If these parties are able to reach a final agreement on the plan, it shall be memorialized as a consent judgment modifying the 1986 SACJ. If the plaintiffs are dissatisfied with the plan, and the plaintiffs and the County are unable to reach a final agreement, plaintiffs shall provide written notice to the County declaring their rejection of the proposed County plan.

61. Application for Modification and Temporary Suspension of Provisions:

The County may, within 60 days of receiving notice from the plaintiffs rejecting the proposed plan, apply to the Court for modification of the provisions of the 1986 SACJ. During such time as (a) the preparation of the plan; (b) acceptance of the plan or formal notice of rejection of the plan plus 60 days is pending, or (c) a motion for modification is pending before the Court, the provisions of Par. 14/SACJ shall be deemed temporarily suspended, and neither the Court nor any party to the SACJ shall be empowered to seek enforcement of same. If the County has not moved for modification within 60 days, the requirements of Par. 14/SACJ shall be reinstated and shall again be binding on the County.

IV. MEDICAL CARE:

62. Provision of Medical Care: The parties acknowledge that prior to October 22, 1993, and during the course of this

litigation, the County used County employees to provide medical services to inmates at the CCCF. The parties further acknowledge that on October 22, 1993, the County entered into a contract with Correctional Medical Systems ("CMS") effective October 22, 1993, to provide medical care to inmates at the CCCF. In the absence of any order or Decree to the contrary, the County shall provide, within the time frames permitted in the contracts between CMS and the County and between The Steinger Center and the County, medical care at the CCCF which is (a) in immediate conformance with applicable State regulations and constitutional requirements; (b) in conformance with all of the contract specifications contained in the contract by and between the County and CMS dated October 22, 1993, a copy of which is incorporated herein by reference; and (c) in conformance, no later than October 23, 1994, with all of the 1992 Standards for Health Services in Jails as promulgated by the National Commission on Correctional Health Care. As used in this Consent Decree, the term "medical care" encompasses medical, mental health and dental care.

63. Maintenance of Adequate Physician Hours: The parties agree that the physician staffing levels at CCCF shall not be decreased below 45 primary care physician hours per week as provided in the CMS contract so long as the inmate population at CCCF is at or above 900 inmates. Even if the inmate population at CCCF drops below 900, any decrease in physician hours must be consistent with the standards set forth in paragraph 62 of this Consent Decree.

64. Changes in Medical Care: In the event that the County terminates or otherwise ends the contractual relationship with CMS and/or the Staininger Center during the effective term of this Consent Decree, any new contract which the County shall enter into with an outside health or mental health care provider, or any medical or mental health care provided by CCCF through its own in-house staff, shall conform to the standards set forth in paragraphs 62 and 63 of this Consent Decree. Upon notice to plaintiffs' counsel, all contract performance specifications which are incorporated herein by reference may be modified if the modification shall not interfere in any way with the delivery of medical care which (a) conforms with applicable State regulations and constitutional standards, (b) complies with or shall lead to compliance on or before October 23, 1994, with all of the 1992 Standards for Health Services in Jails, and (c) provides the same types and levels of staffing and the same types and levels of medical care which the contract specifications now require.

65. Informal Review of Current Medical Care: The parties agree that the new system of medical care provided by CMS shall be subject to review by plaintiffs' counsel on an informal basis, which plaintiffs' counsel shall begin immediately and shall complete as quickly as possible.

"Informal basis" shall be understood to mean that no statement or document generated specifically for this informal review process and offered by CMS or by any party during the course of this informal review, with the exception of documents which exist

independent of this informal review, such as medical records, may be used for any purpose against the interests of another party or shall otherwise be deemed admissible in any later proceeding without the consent of all parties.

At the County's request, CMS has agreed to cooperate and facilitate in this informal review.

66. Incorporation of Reasonable Changes in Medical Care by the County:

Both in connection with the plaintiffs' informal review of current medical care, and for the duration of this Consent Decree, the County shall take reasonable steps to assure that the objective of quality medical care, as reflected in the contract between the County and CMS, is achieved.

67. Review of Current Medical Care - Retention of Medical Expert:

The plaintiffs shall have the opportunity to have their medical expert conduct an on-site examination of the medical services at CCCF at least once per year for up to two days per examination for the duration of this Consent Decree, and shall be entitled to additional or longer on-site examinations with the County's consent or leave of the Court. In the event that such an expert is retained, the medical expert shall have access to any area where medical care is provided to inmates and any area where inmates with medical needs are housed, subject to such reasonable limitations as the Warden shall determine to be necessary to adequately provide for safety and security. Plaintiffs' counsel and plaintiffs' medical expert shall have access to any documents

relating to the medical care provided by CCCF that are not otherwise protected by the privilege of internal self-examination or the attorney-client privilege.

The County and plaintiffs' counsel agree to request a court order that allows access to medical records maintained by the County and/or its medical provider pursuant to a protective order that obviates the need for plaintiffs' counsel to obtain medical records pursuant to individually signed release forms but restricts the public disclosure of inmates' names with respect to medical issues.

68. Dismissal of Prior Findings Based on Changed Conditions:

In exchange for the County's Decree to the provisions set forth in paragraphs 62 through 67 of this Consent Decree, and unless the County exercises its option to void this Decree pursuant to paragraphs 22 and 24, the parties stipulate and agree that the medical care issues which predate the rendering of services by Correctional Medical Systems ("CMS"), the County's private medical contractor, beginning on October 22, 1993, are hereby deemed settled, and all claims pertaining thereto are hereby dismissed with prejudice.

69. References to Prior Medical Care: In the event that the plaintiffs apply to the Court for a review of the medical care provided inmates at CCCF since October 22, 1993, and unless the County exercises its option to void this Decree pursuant to paragraphs 22 and 24: (1) no party shall urge the Court to incorporate or adopt the findings of the Special Master concerning

medical care at the CCCF prior to October 22, 1993, and (2) no party shall reference the substance of such findings in any argument to the Court.

V. MONITORING AND ENFORCEMENT

70. Copies of Decree: The County shall maintain at all times in the CCCF law library 5 copies of this Decree which shall be readily available for inmates to review and copy.

71. Access to CCCF: In order to ensure compliance with this Consent Decree, plaintiffs' counsel shall, upon reasonable notice, have reasonable access to the CCCF and to all relevant records, except that the County may redact from any relevant document any specific references that would otherwise be privileged under the attorney-client privilege or confidential under the privilege of self-examination. In the event that plaintiffs' counsel determines that a professional consultant is needed in connection with the evaluation of the County's compliance with this Consent Decree, plaintiffs' counsel shall advise the County that plaintiffs are retaining the services of a professional consultant, and the County shall provide a reasonable time for such access. However, access for plaintiffs' professional consultants shall be limited to one two day visit per year per type of professional consultant unless otherwise ordered by the Court or with the County's consent.

72. Conferences with Inmates: Plaintiffs' counsel shall have the right to meet freely with individual inmates selected by plaintiffs' counsel from each of the jail's 27 housing units. The Warden, in his reasonable discretion, may permit plaintiffs'

counsel to meet with more than one inmate at a time.

VI. RETENTION OF JURISDICTION, SANCTIONS AND FINAL CLOSURE

73. Court Retains Jurisdiction: The Court shall retain jurisdiction to enforce the terms of this Consent Decree for its duration. In the event of substantial non-compliance with any of the obligations of this Consent Decree, the plaintiffs shall seek, in the first instance, specific performance of the terms of the Consent Decree. The moving party shall bear the burden of demonstrating substantial non-compliance with the terms of this Consent Decree. Nevertheless, nothing in this Consent Decree shall be interpreted as limiting in any way the authority of this court to issue whatever relief it deems appropriate.

74. Duration: The duration of this Consent Decree is three (3) years from either the date that the new State prison at Bridgeton is open for occupancy or the date that all remaining transfer-eligible State prisoners that cause the institutional or unit caps at CCCF to be exceeded are removed from CCCF, whichever occurs later. Except as provided in paragraph 75, nothing in this Consent Decree shall be construed to extend the application of the Consent Decree beyond this period.

By agreeing to the specified termination date, the plaintiffs do not waive their right to bring a new lawsuit concerning the conditions of the Camden County correctional system that occur after expiration of the specified time period that governs this Consent Decree or that occur during the time period that governs this Consent Decree but are not covered by the terms of this

Consent Decree.

75. Extension of Duration: If a motion asserting non-compliance with the terms of this Consent Decree is pending on the date of the expiration of this Consent Decree, the District Court shall have the jurisdiction to resolve the motion. The provisions of the Consent Decree which are the subject of the motion shall be identified with particularity, including reference to the pertinent paragraph of this Consent Decree. If the District Court grants the motion, the obligation to comply with those provisions of the Consent Decree which are at issue shall be extended for six months.

76. Non-Severability: This Consent Decree is a wholly integrated Decree, and its terms are non-severable.

77. Null and Void if Not Approved in Entirety: If the Court does not approve this Consent Decree in its entirety, then this Consent Decree is null and void.

78. Closure: After the Court has approved this Consent Decree, this matter will be closed as provided above. Closure of this case will have all the effect provided for under applicable legal principles.

It is the intent of the parties that the entry of this Consent Decree will resolve all questions with respect to the State which are the subject of the Orders of Reference to a Special Master entered May 3 and July 24, 1989.

It is the intent of the parties that the entry of this Consent Decree will resolve all questions with respect to the County which are the subject of the Orders of Reference to a Special Master

entered May 3 and July 24, 1989, except as otherwise provided in this Decree.

VII. MISCELLANEOUS PROVISIONS

79. Construction: The rule of construction that interprets a document against the drafter shall not apply.

80. Waiver: The plaintiffs and counsel for the plaintiffs waive any right and claim to attorney's fees, expert fees and costs incurred to date in this litigation to be paid by any defendant pursuant to any applicable state or federal law.

81. Paragraphs Applicable to State Defendant: The only paragraphs of this Consent Decree entered into by the State defendant, William H. Fauver, and intended to be binding on him in his official capacity and his successors in office are paragraphs 1-9, 19-27, 34-36, 38 and 54, 73-82, inclusive.

VIII. USE OF SPECIAL MASTER

82. Future Fact Finding by Federal Magistrate: The parties recognize the applicability of 28 U.S.C. 636(b)(1)(B), and that reference of any matter concerning this Decree to a Magistrate would not incur the expense that is incurred by reference to a Special Master.

The undersigned hereby consent to the entry of this Order.

SUSAN L. REISNER, Public Defender
Office of the Public Defender
CN 850
Trenton, New Jersey 08625
Attorney for Plaintiffs

Dated: Aug 5, 1994

By: SRS
Susan Remis Silver, Director
Office of the Inmate Advocacy

Robert G. Millenky, County Counsel
Attorney for Defendant Camden County
and Board of Chosen Freeholders
Courthouse-14th Floor
520 Market Street
Camden, NJ 08102-1375

Dated: 8-5-94

Robert G. Millenky
Robert G. Millenky, Esq.

Howard Wilson, Esq.
Attorney for Camden County Sheriff
Wilson
520 Market Street - First Floor
Camden, NJ 08102-1375

Dated: 8.5.94

Howard Wilson
Howard Wilson, Esq.

Deborah T. Poritz
Attorney General, State of New Jersey
CN 112
Trenton, New Jersey 08625
Attorney for Defendant William Fauver
Commissioner, Department of
Corrections

Dated: 8/5/94

By: Catherine M. Brown
Catherine M. Brown
Senior Deputy Attorney General

IT IS ON THIS 5th DAY OF 1994, SO ORDERED:

Harold A. Ackerman
Harold A. Ackerman, U.S.D.J.

CAMDEN COUNTY CORRECTIONAL FACILITY
HOUSING AREA BREAKDOWN

<u>DORM</u>	<u>CELLS</u>	<u>BEDS</u>	<u>CLASSIFICATION</u> <u>AS OF 8-5-94</u>
2-North A	19	38	FEMALE
2-North B	6	12	FEMALE
2-North C	6	12	FEMALE-STATE
2-South A	18	34	SPECIAL NEEDS
2-South B	7	14	MEDICAL
2-South C	4	12	MEDICAL
2-South D	3	9	MEDICAL
3-North A	38	76	MINIMUM
3-North B	28	56	MIN.-DISORDERLY
3-North C	24	48	KITCHEN & FLOOR WORKERS
3-North D	14	28	STATE CONTRACT
3-North E	6	12	LOCK-IN, PC ETC.
3-South A	38	76	INTAKE
3-South B	28	56	MINIMUM
3-South C	24	48	SEX OFFENDERS, SPECIAL NEEDS
3-South D	14	28	WORK RELEASE
3-South E	4	8	LOCK-IN, PC ETC.
5-North A	38	76	COUNTY SENTENCED
5-North B	28	56	MEDIUM
5-North C	24	48	MINIMUM
5-North D	14	28	MAXIMUM
5-North E	6	12	LOCK-IN, PC ETC.
5-South A	38	76	STATE PRISONERS
5-South B	28	56	MAXIMUM
5-South C	24	48	STATE PRISONERS
5-South D	14	28	STATE PRISONERS
5-South E	4	8	LOCK-IN, PC ETC.
<u>TOTALS</u>	<u>499</u>	<u>1003</u>	

EXHIBIT A

**INDIVIDUALS REMOVED FROM CCCF
BY DEPARTMENT OF CORRECTIONS**

NAME

**DATE OF
INCARCERATION**

**DATE OF
SENTENCE**

**DATE OF
REMOVAL**

EXHIBIT B

STEVEN M. PETRILLO

Freeholder

DAVID S. OWENS JR.

Warden



Camden County

OFFICE OF THE WARDEN
CORRECTIONAL FACILITY
330 Federal Street
Camden, New Jersey 08101

DATE: AUGUST 1, 1994
TO: CAPT. J. PETRUZZI
FROM: C/O VERONICA LEE HILTON
RE: WEEKLY REPORT - POPULATION COUNT

35 INMATES WERE TRANSPORTED TO NJSP DURING THE WEEK.

JAIL COUNT

MALE INMATES: 1,130 MALE WORK RELEASE: 17
FEMALE INMATES: 85 FEMALE WORK RELEASE: 1

TOTAL: 1,233

PRISON BACK UP:

NJSP	SENTENCED	OVER 15 DAYS
PRISON:	129	101
YARDVILLE:	0	0
CLINTON:	9	7
AVENEL:	6	6
SUBTOTAL:	144	114

PAROLE VIOL.:

PRISON PV W/SHIP LETTER:	183
PRISON PV W/OUT SHIP LETTER:	52
CLINTON PV W/SHIP LETTER:	2
CLINTON PV W/OUT SHIP LETTER:	4
TOTAL (PAROLE VIOL.):	241
SUBTOTAL (WITHOUT CONTRACT):	385

CONTRACT: 45
TOTAL STATE INMATES: 430

TOTAL TO BE SHIPPED: 355
PV W/SHIP LETTER: 185
PV W/OUT SHIP LETTER: 56
STATE SENT. OVER 15 DAYS: 114

NOT INCLUDED IN TOTAL COUNT

STATE, WRITS: 1
COUNTY, WRITS: 10
STATE, HOSP.: 1
COUNTY, HOSP.: 20
WEEKENDERS: 26

INCLUDED IN TOTAL COUNT

GRAND JURY: 575
VIOL. PROB.: 42
MUNICIPAL: 58
DOM. REL.: 30
REGULAR COUNTY SENT.: 80
WORK RELEASE: 18

DAVID S. OWENS, JR.
WARDEN

EXHIBIT C

CAMDEN COUNTY CORRECTIONAL FACILITY
HOUSING AREA BREAKDOWN

<u>DORM</u>	<u>CELLS</u>	<u>BEDS</u>	<u>CLASSIFICATION</u> <u>AS OF 8-5-94</u>	<u>M/F</u> <u>POPULATION</u>
2-North A	19	38	FEMALE	
2-North B	6	12	FEMALE	
2-North C	6	12	FEMALE-STATE	
2-South A	18	34	SPECIAL NEEDS	
2-South B	7	14	MEDICAL	
2-South C	4	12	MEDICAL	
2-South D	3	9	MEDICAL	
3-North A	38	76	MINIMUM	
3-North B	28	56	MIN.-DISORDERLY	
3-North C	24	48	KITCHEN & FLOOR WORKERS	
3-North D	14	28	STATE CONTRACT	
3-North E	6	12	LOCK-IN, PC ETC.	
3-South A	38	76	INTAKE	
3-South B	28	56	MINIMUM	
3-South C	24	48	SEX OFFENDERS, SPECIAL NEEDS	
3-South D	14	28	WORK RELEASE	
3-South E	4	8	LOCK-IN, PC ETC.	
5-North A	38	76	COUNTY SENTENCED	
5-North B	28	56	MEDIUM	
5-North C	24	48	MINIMUM	
5-North D	14	28	MAXIMUM	
5-North E	6	12	LOCK-IN, PC ETC.	
5-South A	38	76	STATE PRISONERS	
5-South B	28	56	MAXIMUM	
5-South C	24	48	STATE PRISONERS	
5-South D	14	28	STATE PRISONERS	
5-South E	4	8	LOCK-IN, PC ETC.	
<u>TOTALS</u>	<u>499</u>	<u>1003</u>		

EXHIBIT C

