

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

FILED  
OCT 9 12 15 PM '84  
CLERK  
U.S. DISTRICT COURT  
HARTFORD, CT.

JOSEPH L. LETEZEIO, JR.	:	
v.	:	CIVIL NO. H82-252
JOHN R. MANSON, et al.	:	
RICHARD BARTKUS	:	
v.	:	CIVIL NO. H80-506
JOHN R. MANSON	:	
PALMER GAINES	:	
v.	:	CIVIL NO. H81-512
JOHN R. MANSON	:	
ERNEST BRADSHAW, et al.	:	
v.	:	CIVIL NO. H81-843
JOHN R. MANSON, et al.	:	

STIPULATION

Bartkus v. Commissioner of Correction



PC-CT-003-006

The parties herewith agree and stipulate that:

I. BACKGROUND

1. They have engaged in numerous discussions directed toward resolving their disputes by means short of the entry of final judgment and by means which permit the parties to rescind this agreement pursuant to the provisions of paragraphs I.5, IV.1 and IV.3 infra.

2. These discussions have been held with the approval of this Court.

3. The discussions have included two tours of the Somers Correctional Institution, hereinafter referred to as Somers.

4. As a result of these discussions and the intentions stated below, the parties believe that further prosecution of these consolidated cases should be suspended for the duration of this agreement.

5. The defendants retain the option to unilaterally discontinue or to modify the intended measures set forth in this stipulation. Prior to doing so, however, they shall notify the plaintiffs' counsel so they might consider their options under IV.1 infra. If any emergency makes prior notice impossible the defendants shall notify the plaintiffs' counsel no later than two business days thereafter.

## II. COMPOSITION OF HOUSING UNITS

1. Upon the approval of this stipulation by the Court the defendants will maintain the inmate population at Somers according to the terms of this stipulation.

2. The defendants <sup>have</sup> will eliminate ~~dormitory~~ housing in the former cardroom area and return <sup>ed</sup> the cardroom to its former use.

3. Upon the approval of this stipulation by the Court, the <sup>present</sup> ~~defendants~~ will arrange for the overnight housing <sup>arrangement</sup> of inmates actually present in Somers, excluding those inmates admitted to the Somers hospital for medical reasons, as follows:

a. 949 cells or rooms, no more than 123 of which cells or rooms shall house two inmates. These cells shall be located 63 in E Block and 60 in G Block.

b. 33 bed spaces in "J 1" dormitory.

c. 33 bed spaces in "J 2" dormitory.

d. 46 bed spaces in "J Basement" dormitory.

e. 38 bed spaces in "G 2" dormitory.

f. A total of 35 bed spaces constituting the aggregate of 9 rooms in the second floor hospital area, 8 of which houses 4 inmates, and 1 of which houses 3 inmates.

g. 18 bed spaces on the Hospital third floor dormitory.

h. 12 bed spaces in dormitory #14 on the Hospital second floor.

i. 12 bed spaces in dormitory #12 on the Hospital second floor.

j. 24 bed spaces in dormitory #9 on the Hospital second floor.

k. 26 bed spaces in dormitory #11 on the Hospital second floor.

l. 30 bed spaces in "G 1" dormitory.

m. 18 bed spaces in the barbershop for general population inmates.

4. Except as is provided for in paragraphs II.5 and IV.1.b the defendants will house inmates no more than in the numbers listed in paragraphs II.3 (a) through II.3 (m).

5. Daily population counts for the institution and the housing units stated in paragraphs II.3 (a) through II.3 (m) shall be made available each working day to the plaintiffs' counsel at 340 Capitol Avenue. If the population counts for the housing units stated in paragraphs II.3 (a) through II.3 (m) exceed the numbers stated therein, defendants shall notify plaintiffs' counsel within two business days.

6. If the defendants establish inmate housing which is additional to that stated in paragraphs II.3 (a) through II.3 (m) then they shall provide plaintiffs' counsel with at least seven days written notice of that fact prior to inmate occupancy except in an

emergency. In any event defendants shall notify the plaintiffs' counsel in writing of such fact no later than the next business day following such inmate occupancy.

### III. DAILY SCHEDULE

1. It is the intention of the defendants to provide the following out-of-cell schedules. All times listed herein make reference to total out-of-cell time. The summer schedule shall run April through October, and the winter schedule shall run November through March, unless otherwise designated by the Warden in which case he will notify plaintiffs' counsel.

#### A. E Block Protective Custody

1. 5. days per week outdoor recreation (with the appropriate clothing provided) year round for approximately 2 hours per day out-of-cell time, except on those infrequent occasions (about 15% of the time) when staff absence does not permit coverage for outdoor recreation or weather conditions do not permit outdoor recreation.

2. Indoor recreation in the tier of the housing unit 1 day per week, year round, on the week-end and on those days when outdoor recreation cannot be held because of staff absence, or weather conditions, for approximately 1 to 1½ hours per day out-of-cell time.

3. Summer schedule: an additional 2 hours per day of outside recreation Monday through Friday.

Winter schedule: 2 days per week (Tuesday and Thursday) an additional 2 hours of recreation per day in the gym (including shower). Monday, Wednesday and Friday inmates shall be allowed out of their cells for showers insofar as time and demand permits

4. Intra-block meals, 3 times per day for approximately 30 minutes out of cell time per meal.

5. Daily showers Monday through Friday approximately 10 minutes per day insofar as inmate demand and time permits. This section contemplates the availability of daily showers for most of the inmate population.

6. Visits approximately 2 hours per week during the week and approximately 1 hour every other week-end, and 1 hour per week at night during the week.

7. Intra-block work assignments for approximately 20% of inmates for approximately 2 hours per day.

8. One telephone call approximately 15 minutes per week pursuant to applicable regulations pertaining to conduct.

9. Miscellaneous programs for those eligible including sex offenders therapy, 1 hour per week; Alcohol Anonymous, one hour per week, bible class study, 1 hour per week and intra-block school program approximately 2 hours per week.

B. Hospital Second Floor Protective Custody

1. 5 days per week<sup>1</sup> outdoor recreation year round for approximately 2 hours per day Monday through Friday, under the same system as stated in paragraph III.A.1., except that such recreation will be held in the hospital recreation yard.

2. Winter schedule: 3 days per week, an additional 2 hours of recreation per day in the gym.

Summer schedule: Monday through Friday, an additional 2 hours of outside recreation per day in the hospital recreation yard.

3. 3 meals per day for approximately 30 minutes each meal within housing unit. Those inmates housed in the area stated in paragraph II.3 (f) will take their meals out of their room and in the multi-purpose room located on the hospital second floor.

---

<sup>1</sup> Except in those weeks with a holiday. There is no outside recreation on weekends or holidays.

4. Daily showers approximately 10 minutes per day insofar as inmate demand and time permits. This section contemplates the availability of daily showers for most of the inmate population.

5. One telephone call approximately 15 minutes per week pursuant to applicable regulations pertaining to conduct.

6. Miscellaneous programs for those eligible: Alcohol Anonymous, 1 hour per week; bible class study, 1 hour per week and school, 2 hours per week.

7. Work assignments, 4 tier men working approximately 8 hours per day.

8. Visits - same as E block.

C. Inmates - G Block; G 2 Dormitory; Hospital Third Floor

1. Recreation, summer schedule approximately 1 and  $\frac{1}{2}$  hours week day afternoons and 2 hours week day evenings. Weekend afternoons and evenings approximately 3 to 5 hours per weekend day.

2. Winter recreation approximately 1  $\frac{3}{4}$  hours per day week days and 1  $\frac{1}{2}$  hours per day during the evening hours and approximately 3 hours per day weekend days.

3. Meals, in the institutional dining hall approximately 45 minutes per meal.



4. Showers daily, approximately 10 to 15 minutes insofar as time and demand permits. This action contemplates the availability of showers for most of the inmate population.

5. Visits same as "E Block."

6. Commissary, approximately 1 hour per week.

7. Orientation program including medical examination, approximately 16-17 hours over approximately a 10-12 week period.

8. One telephone call, 15 minutes per week pursuant to applicable regulations pertaining to conduct.

9. Sick call, routinely twice per week. Additional for emergencies.

D. General Population Inmates

1. As used in this stipulation the term "general population inmates" means inmates who do not have special safety, security, or emotional needs which require their confinement in separate and special housing units isolated from other housing units.

2. Assignments of inmates who are placed in general population status at their initial classification hearing, shall be in accordance with the following time schedule:

a. Inmates who have been assessed or tested at or below the 8th grade level of overall proficiency will be offered and placed in a school program within 4 months of such classification.

b. Inmates with a history of substance abuse who have been determined suitable for a drug or alcohol treatment program during the classification process will be offered and placed in such program with 4 months of such classification. ,

c. Inmates who have not been classified as in the categories stated in paragraphs 2 (a) and (b) above will be offered and placed in a work assignment which removes them from their cells for at least 3 hours per day 5 days per week, within 6 months of the conclusion of the classification process.

3. If any inmate in any of the categories stated in paragraphs 2 (a), (b) or (c) above rejects the assignment or placement offered him, any further assignment or placement shall not be subject to any time limitation.

#### E. Miscellaneous Provisions

1. No newly admitted inmate shall be introduced into the general population of the prison or confined in excess of 48 hours without having received an examination by a physician, or by a nurse or medically trained technician operating under the direction of a physician, with specific instructions as to when the physician is to be consulted, and such examination shall include such tests as are necessary in the opinion of the physician to identify and isolate those who have communicable diseases. This requirement shall not apply to newly admitted inmates for whom there is a record of a

medical examination having been performed within the three-month period prior to admission. Pending such examination, a newly admitted inmate may be confined in a cell containing no more than one bunk.

2. Orientation status will last no more than 10-12 weeks, There will, however, be exceptions on an individual basis, due to an individual's inability to complete the orientation program within this period.

3. There will be reasonable access to toilets for all inmates housed in dormitories.

4. Each inmate housed in a dormitory will be provided with a storage box which can be locked.

#### IV. COMPLIANCE

1. The plaintiffs may terminate this agreement at their option, if:

a. The use of the cardroom as a dormitory is resumed; it shall not be grounds for termination that the cardroom is used for some purpose other than as a dormitory.

b. The total overnight population of inmates actually present in Somers, excluding inmates admitted to the Somers hospital for medical reasons exceeds the housing capacity of the housing facilities stated in paragraph II.3(a) through II.3(m).

c. Notified by the defendants that they have exercised their options under I.5 supra.

d. Defendants establish housing according to paragraph II.7 and counsel for plaintiffs do not approve of said housing.

e. Defendants do not provide the daily schedule as outlined in Section III supra.

2. Neither the intention to establish and maintain such conditions by the defendants nor the acceptance of such intentions by the plaintiffs may be construed in any way or in any proceeding as arising from any legal obligation to do so. If these cases or any other case proceeds to adjudication, the parties retain the right to make any claim they deem proper concerning their respective lawful rights and obligations and nothing in this stipulation or in its approval by the Court shall prejudice that right.

3. The above stated intentions are, of course, subject to suspension or modification in part or in their entirety if the defendants determine that a genuine emergency exists. "Genuine emergency" means any circumstance, or combination of circumstances, under which it is reasonably necessary to conclude that there is an actual or potential threat to a) the security and order of Somers, or to b) the safety of the staff, inmates, or other persons within Somers; provided that, the existence of a genuine emergency may not be determined on the basis of the number of inmates confined at that time.

For the purpose of this paragraph, overcrowding shall not constitute a genuine emergency. For a particular individual, the agreement can be suspended or modified as a consequence of his violation of institutional rules, as outlined in the Department of Correction's Administrative Directives or through standing institutional practices and procedures.

4. No sanctions of any kind shall be imposed for failure to comply with this stipulation; the sole remedies will be to terminate the stipulation and to proceed with these actions in Court.

5. In the event that there is a dispute concerning the meaning of this stipulation, such dispute shall be resolved by considering the language of the stipulation without reference to the observations made in any Status Report.

6. No costs or attorney's fees of any kind shall be paid or awarded as a result of the approval by the Court of this stipulation.

7. Commencing with the date that this Stipulation is approved by the Court, the parties shall jointly advise the Court every 90 days thereafter as to whether this Stipulation is still in effect.

8. The following notice shall be printed in the institutional newspaper, The Weekly Scene:

A stipulation has been agreed to by the parties and approved by the United States District Court for the District of Connecticut (Honorable José A. Cabranes, Judge) with regard to various claims of overcrowding in Somers.

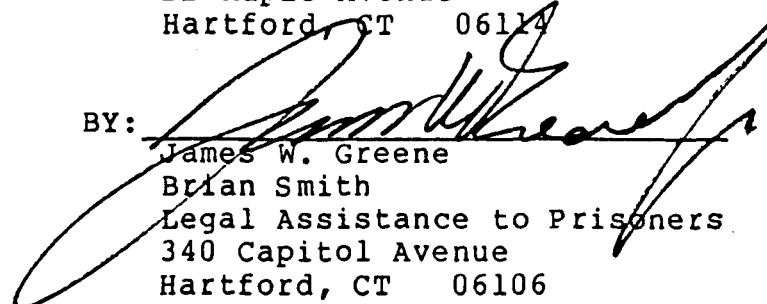
Copies of this stipulation are available to be read in the main library and mini-library for segregated inmates.

9. Such copies shall be available for one year following the approval of this stipulation by the Court unless said stipulation is terminated earlier as provided for herein.

10. In view of the foregoing, the parties join in requesting that all further proceedings in these cases be held in abeyance for a period of one year from the date of approval by the Court.

Respectfully Submitted,

BY: Martha Stone  
Martha Stone  
Connecticut Civil Liberties  
Union Foundation  
22 Maple Avenue  
Hartford, CT 06114

BY:   
James W. Greene  
Brian Smith  
Legal Assistance to Prisoners  
340 Capitol Avenue  
Hartford, CT 06106

Attorneys for Plaintiffs

JOSEPH I. LIEBERMAN  
ATTORNEY GENERAL

BY: Stephen J. O'Neill  
Stephen J. O'Neill  
Assistant Attorney General  
340 Capitol Avenue  
Hartford, CT 06106

BY: Peter F. Wiese  
Peter Wiese  
Assistant Attorney General  
340 Capitol Avenue  
Hartford, CT 06106

Attorneys for Defendants

SO APPROVED:

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE