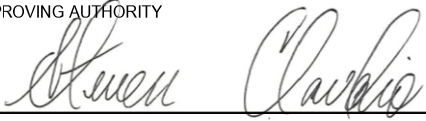
 <p><b>Corrections and Community Supervision</b></p> <p><b>DIRECTIVE</b></p>	<p>TITLE</p> <p><b>Local Conditional Release (LCR)</b></p>		<p>NO. 9200</p>
			<p>DATE 1/12/2017</p>
<p>SUPERSEDES</p> <p>DIR #9200 Dtd. 1/29/2015</p>	<p>DISTRIBUTION</p> <p>A B</p>	<p>PAGES</p> <p>PAGE 1 OF 12</p>	<p>DATE LAST REVISED</p>
<p>REFERENCES (Include but are not limited to)</p> <p>Penal Law §70.40(2); Correction Law Sections, 168e, 803; Executive Law Section 259-i(3); 9 NYCRR 8005.20</p>	<p>APPROVING AUTHORITY</p> 		

- I. **PURPOSE:** To guide staff in the preparation of Local Conditional Release (LCR) cases for review and decision by the New York State Board of Parole and supervision in the community by the New York State Department of Corrections and Community Supervision (DOCCS).
- II. **POLICY:** It is the policy of DOCCS to consider applications for LCR received from inmates in local custody who are eligible for consideration based on the requirements of New York State Penal Law §70.40(2). It is also the policy of DOCCS to prepare for the local conditional release of inmates approved by the Board of Parole and to supervise these releasees for a period of one (1) year from the date of release.
- III. **DEFINITIONS:** Local Conditional Release (LCR) – Penal Law §70.40(2)
  - A. Eligible Inmate: An inmate who is serving one (1), or more than one (1), definite sentence of imprisonment for a qualifying offense (see below “Ineligible Inmate”), with a term or aggregate term in excess of ninety (90) days may, upon the inmate’s request, and after consideration and approval by the New York State Board of Parole, be conditionally released to supervision within the community after service of at least sixty (60) days of that term. The sixty (60) day requirement includes any credit for pre-sentence jail time. If an inmate is serving consecutive sentences, the aggregate of such sentences cannot exceed two (2) years. LCR shall be at the discretion of the New York State Board of Parole. An inmate must serve a minimum period of thirty (30) days before applying for LCR. Before being released from a local jail or local correctional facility to serve a period of LCR supervision, the inmate must agree in writing to all conditions governing their release.

A locally confined inmate previously under DOCCS jurisdiction who has been discharged from sentence, has reached the maximum expiration of sentence, or has reached the post-release supervision maximum expiration date may apply for consideration. There must be no indeterminate sentence, determinate sentence, or post-release supervision time remaining. A locally confined inmate who was previously under probation supervision in the community and has been discharged from the term and sentence may apply for consideration.

- B. Ineligible Inmate: Inmates sentenced to a definite term(s) for offenses making them ineligible for a merit time allowance under Section 803 of the Correction Law; inmates previously convicted of offenses making them ineligible for a merit time allowance under Section 803 of the Corrections Law; and inmates sentenced to definite term(s) by Family Court or those serving an intermittent sentence(s) or split sentence(s) are ineligible for LCR consideration. Inmates resentenced on a probation violation and those inmates required to serve a period of probation, subsequent to release on the definite sentence, are also ineligible for LCR.
- Note**: A prior Youthful Offender (YO) adjudication has no bearing on an eligible individual's application for LCR. A prior YO adjudication for a merit ineligible offense does not disqualify an individual seeking consideration while presently serving a sentence for a qualifying offense.
- Note**: An outstanding warrant does not preclude LCR consideration; however, where there are pending charges the application for LCR may not be processed or considered by the Board of Parole.
- C. Local Conditional Release Supervision: LCR shall interrupt the service of the definite sentence(s) and the remaining portion of the term(s) shall be held in abeyance. The LCR releasee will be under the supervision of DOCCS for a period of one (1) year (less one (1) day), calculated from the date of release. The LCR releasee must complete one (1) year of unrevoked LCR supervision regardless of the scheduled maximum expiration of the court imposed sentence. Upon successful completion of the period of supervision, the balance of sentence time held in abeyance is deemed satisfied and the LCR releasee will be discharged from sentence.
- D. Revocation of Local Conditional Release: If the LCR releasee is found, after a final revocation hearing conducted pursuant to Section 259-i(3) of the Executive Law, to have violated a condition or conditions of release in an important respect, the LCR releasee will be returned to the local jail or county correctional facility to serve the balance of sentence time owed (i.e., that portion of the definite sentence held in abeyance).
- E. DOCCS Community Supervision Staff Assigned to Rikers Island Correctional Facility (CF): Under the direction and immediate supervision of the Senior Parole Officer, professional, paraprofessional, and support staff assigned to the Rikers Island CF Community Supervision Office are responsible for reviewing applications received from locally confined inmates, determining eligibility, procuring case-specific records and documents, and preparing the required reports for all eligible inmates in the custody of New York City Department of Corrections (Rikers Island CF). Community preparation investigations shall be conducted by assigned field staff.
- F. DOCCS Community Supervision Field Staff: Under the direction of the Regional Directors and the supervision of the Bureau Chiefs, professional, paraprofessional, and support staff assigned to field Area Offices/Bureaus are responsible for reviewing applications received from locally confined inmates, determining eligibility, procuring case-specific records and documents, preparing reports for all eligible inmates, conducting community preparation investigations, and supervising releasees granted release by the Board of Parole.
- G. Guidelines Entry System (GES): DOCCS PARTNER Program utilized for core case record creation, Parole Board application preparation, and Parole Board dispositions.

- H. Case Management System (CMS): DOCCS PARTNER Program defined as the core repository for case-specific information for the population of releasees under the jurisdiction of the Department. Staff shall enter and record all required contacts, interviews, activities, and case actions in the CMS record of the inmate.

LDIN: The Department issued case identification number for LCR applicants (locally confined inmates and releasees under supervision).

#### IV. PROCEDURE

A. Local Conditional Release Procedure

1. Application by an Inmate Serving a Definite Sentence (Local Custody)
  - a. All LCR applications, [Form LCR9200](#), "Application for Local Conditional Release (LCR) – NYS Penal Law §70.40 (2)," are to be submitted to the New York State Department of Corrections and Community Supervision, Attention: Community Supervision Operations, The Harriman State Campus, 1220 Washington Avenue, Albany, New York 12226-2050.
  - b. Upon receipt of a completed and signed application requesting LCR consideration, Community Supervision Operations (Central Office) staff will initiate core record creation in the GES and the LDIN identifier will be assigned.
  - c. The original LCR application will be directed to the attention of the Bureau Chief responsible for the particular county correctional facility. Applications received from inmates confined at Rikers Island CF will be directed to the attention of the Senior Parole Officer assigned to Rikers Island CF.  
**Note:** Upon receipt of an application, field staff must document in CMS any action taken on the case.
  - d. The Bureau Chief (and the Senior Parole Officer at Rikers Island CF) is primarily responsible for the following:
    - (1) Assigning of the LCR application to the Senior Parole Officer and Parole Officer,
    - (2) Supervising creation of the case file and compilation of the required documentation, and
    - (3) Monitoring the Parole Board case preparation, case review, and release processes.
  - e. Upon receipt of an inmate's LCR application and assignment to field staff, the Parole Officer responsible for application review and case processing shall contact the Jail Administrator, or other appropriate Records Office personnel, to ascertain the crime and sentence data, the date the sentence was imposed, and amount of pre-sentence jail credit. The Parole Officer must confirm that the definite sentence or aggregate of definite sentences is in excess of ninety (90) days.
  - f. After sentence eligibility is determined, the Parole Officer must verify that the inmate has served at least thirty (30) days of the sentence, prior to acceptance of a completed application. The Parole Officer will make arrangements with the Jail Administrator, or other appropriate staff person, in an effort to conduct an interview with the inmate at the local jail or local correctional facility.

- g. If the assigned Parole Officer determines that the inmate is not eligible for LCR, the Parole Officer shall inform the inmate and notify Community Supervision Operations staff in Central Office.
  - h. The assigned Parole Officer is responsible for procuring all case-specific documents and records from the Jail Administrator or Records Office staff at the county facility. Where necessary, the assigned Parole Officer will procure case-specific records from the county probation department or the sentencing court.
- 2. Pre-Parole Board Review and Initial Inmate Interview
  - a. The Parole Officer will conduct an initial interview with the inmate consistent with the requirements associated with the preparation of a Parole Board Report and in preparation for case review by a panel of the Board of Parole. The interview shall occur within five (5) days of the eligibility determination. The Parole Board Report is to be identified as a "Local Conditional Release Parole Board Report," [Form LCRPBR](#).
  - b. The Parole Officer must thoroughly explain the entire LCR process to the inmate including the Parole Board review and decision making process, the one (1) year requirement of LCR supervision, and the Parole Officer must also explain the impact a sustained revocation of LCR would have on the remaining portion of definite sentence(s). The Parole Officer must advise inmate applicants that they will be required to make weekly office reports, that there will be unannounced home visits conducted by field staff, that they will be required to pay a supervision fee, and in addition to the standard conditions of release, they may be required to comply with additional special conditions of release imposed by the Board of Parole and the assigned field Parole Officers.
  - c. If, during the course of the interview, the inmate decides to withdraw the application for LCR consideration, the Parole Officer will instruct the inmate to provide a brief written statement noting the voluntary withdrawal from consideration and the inmate shall be instructed to sign the document. The Parole Officer will retain the original copy of the document noting the withdrawal of the application and the Parole Officer shall also notify Community Supervision Operations staff in Central Office.
  - d. If the inmate elects to be considered for LCR, the inmate must sign the "Application for Conditional Release to Parole Supervision," [Form #3041CS](#).
  - e. If it is determined that the inmate will be required to register as a sex offender, the Parole Officer will review the "Notice of Duties as a Sex Offender," [Form #3012CS](#) with the inmate and have the inmate sign the form. [Form #3012CS](#) will not be distributed until such time as the Parole Board grants release and the actual release date is scheduled.
  - f. The Parole Officer must obtain the proposed residence and proposed employment information, as well as any other pertinent background information that is to be included in the Parole Board Report and the community preparation investigation.

- g. Prior to completion of the interview, the inmate is to be provided with the Parole Officer's contact information, including the name of the Area Office location, mailing address, office telephone number, and instructions regarding the preferred method of contact in response to changes in status or the need to contact the Parole Officer or Area Office personnel.
3. Procurement of Case Documents, Case Folder Organization, and Program Records
  - a. The Department will solicit recommendations from the Sentencing Judge, District Attorney, and Defense Attorney for all eligible inmates who submit an application for LCR. Upon receipt of an application from an eligible inmate, assigned field staff will prepare and direct letters to the aforementioned individuals requesting a recommendation regarding release consideration by the Board of Parole. Staff will utilize the attached sample letter, Attachment A. The Department will afford the Sentencing Judge, District Attorney, and Defense Attorney a period of twenty-one (21) days to provide a response. This requirement is to be incorporated into the local processing controls of the area field office and under no circumstances shall an application package (LCR case folder) be submitted to the Community Supervision Operations Office and the Board of Parole prior to receipt of the responses or, if no responses are received, until such time as the twenty-one (21) day period has expired. The letters are to be prepared and directed to the attention of the Sentencing Judge, District Attorney, and Defense Attorney on or about the date of the initial interview (Parole Officer initial interview with the inmate). During the twenty-one (21) day comment period, assigned field staff will address and complete all other procedural requirements in preparation for submission of the case to the Board of Parole.
  - b. The Parole Officer responsible for the interview and preparation of the Parole Board Report must obtain copies of the following documents on the date that the initial interview is conducted at the county correctional facility:
    - (1) Pre-Sentence Report (PSR),
    - (2) A copy of the sentence and commitment order document,
    - (3) Copy or copies of any warrants or detainers on file,
    - (4) The inmate's photograph, and
    - (5) Fingerprint identification card.

The above referenced documents should be procured on the date that the inmate interview is conducted at the local correctional facility. It may be necessary to obtain a copy of the PSR from the county probation department or the sentencing court. If an inmate has been committed without a pre-sentence report, the Parole Officer will contact the sentencing court or local probation department in an effort to procure a copy of the report. If the Parole Officer is unable to obtain a copy of the PSR or if no PSR has been prepared by the probation department, the Parole Officer shall advise the Board of Parole by noting the fact that no pre-sentence report is available in the "Comment" area of the Parole Board Report, [Form LCRPBR](#).

- c. Assigned field staff is responsible for creating and organizing the case folder in preparation for Board of Parole review and supervision in the community. Staff will utilize the designated LCR “blue” case folder jacket. The case folder shall be organized as per established Department procedure.
- d. Field staff shall ensure a copy of the inmate’s DCJS Criminal History Profile (rap sheet) is placed in the case folder.
- e. Field personnel are required to provide the following information (case folder documents) to the Board of Parole:
  - (1) Parole Board Report
  - (2) Sentence and Commitment Order(s)
  - (3) Pre-Sentence Report (PSR)
  - (4) DCJS Criminal Justice Profile (rap sheet)
  - (5) Application for Local Conditional Release (LCR)
  - (6) Application for Conditional Release ([Form #3041CS](#))
  - (7) Confidential File (if applicable)
  - (8) Prior Parole and Post-Release Supervision Records (if applicable)
  - (9) Psychiatric Reports, Psychological Assessments, disciplinary history and Mental Status Evaluations (if applicable)
  - (10) Medical Reports (if applicable)
  - (11) “Commissioner’s Worksheet” ([Form #9026.2](#))
  - (12) Recommendations from Sentencing Judge, District Attorney, and Defense Attorney
  - (13) “Post-Interview Staff Worksheet” ([Form #9028](#))

**Note:** A copy of each of the documents referenced in Section IV-A-3-e-(1) through (13) (above), shall be directed to the Community Supervision Central Files Unit for inclusion in the inmate’s Central File.

**Note:** “Certificate of Release to Parole Supervision,” [Form #3010CS](#), will be prepared At Central Office.

- f. Assigned field staff shall direct the completed LCR record (LCR case folder) to the attention of Community Supervision Operations (Central Office). Upon receipt of the LCR case folder by Community Supervision Operations staff, the contents of the folder will be inspected to ensure that all required documentation has been placed in the folder and complete the GES core record using the Pre-Sentence Report, sentence and commitment document and the rap sheet. Operations staff will submit the case folder to Board of Parole Operations staff for presentation to and review by the Board of Parole.

**B. Parole Board Review and Decision**

- 1. Upon receipt of the documents identified in Section IV-A-3-f-(1) through (13), Board of Parole Operations staff will provide the information to the appropriate Board of Parole members for review and decision.



2. The Board of Parole shall review the case folder and render a decision within five (5) days of receipt of the required documentation (complete case folder). The Board of Parole members will record their decision on [Form #9026.2](#). [Form #9026.2](#) shall specify the approved open date and the Board of Parole imposed conditions of release. In the case of a denial, the Commissioner will specify the reasons for the denial on [Form #9026.2](#).
3. If the Board of Parole grants release, the decision shall reflect "Local Conditional Release Open Date." Board of Parole Operations staff shall ensure that the open date is established in accordance with Penal Law §70.40(2). The inmate is required to serve sixty (60) days prior to LCR. The sixty (60) day requirement must be taken into consideration when establishing the earliest release date.
4. The Board of Parole members (two member approval required) shall sign the "Certificate of Release to Supervision," [Form #3010CS](#).
5. Board of Parole Operations staff is responsible for entry of the decision in GES and distribution of the automatically generated "Parole Board Release Decision Notice," Form #9026, as follows:
  - Inmate (Applicant) – to be sent via the U.S. Postal Service
  - Jail Administrator – to be sent via the U.S. Postal Service
  - Community Supervision Central File Unit
  - Area Office and case folder copies are to be placed in the inmate's case folder
6. If the Board of Parole renders a denial decision, there is no additional opportunity for reapplication during the current definite term of imprisonment.
7. A Board of Parole decision to deny application for LCR may not be appealed. There is no provision in NYS Executive Law §259-i(4) that provides for an appeal mechanism in response to a Board of Parole decision to deny LCR.
8. Following completion of the Board of Parole decision phase and distribution of Form #9026, Internal Operations staff shall return the case folder to the attention of the field Bureau Chief. With regard to case folders prepared by Rikers Island CF Community Supervision staff, Board of Parole Operations staff shall return the case folders to the attention of the Rikers Island CF Senior Parole Officer.
9. If, after a decision to grant LCR, an inmate decides to withdraw from further consideration or refuses to be conditionally released to a period of supervision, assigned staff will proceed as follows:
  - a. The Parole Officer will interview the inmate and obtain the reason(s) for the decision to withdraw or refuse release, and record a chronological entry in the CMS record of the inmate.
  - b. The Parole Officer will direct the inmate to sign [Form #3010CS](#) and ensure that the document includes a brief statement noting the voluntary withdrawal or refusal. The Parole Officer will witness the signature of the inmate and also sign the document. The form will be placed in the case folder.
  - c. Assigned field staff shall amend the original GES Board of Parole decision record to reflect the withdrawal action. The amended Form #9026 will be distributed as per the required distribution as noted in Section IV-B-5.

- d. Staff shall immediately notify the Jail Administrator and Community Supervision Central Office Operations staff regarding the inmate's decision to voluntarily withdraw from consideration.

C. Field Case Assignment, Community Preparation Phase, and Release Interview

1. Assignment of Community Preparation Investigation

- a. Upon receipt of the LCR Parole Board decision, Community Supervision Operations staff shall assign the case to a Senior Parole Officer and Parole Officer via CMS (case create screen). The community preparation investigation shall be completed no later than fourteen (14) days following the Board of Parole decision to grant LCR. Where applicable, the following case identifiers shall be referenced in the community preparation investigation:
  - (1) Sex Offender Registry Case
  - (2) Discretionary Sex Offender Referral
  - (3) Sexual Assault Reform Act (SARA)
  - (4) Bureau of Special Services (BSS) Alert
  - (5) Bureau Chief Alert
  - (6) Victim notification required
  - (7) Other appropriate special identifiers
- b. If the inmate is confined at Rikers Island Correctional Facility, Rikers Island Community Supervision staff shall assign the community preparation investigation to appropriate field staff upon receipt of the Board of Parole decision to grant LCR and establish an investigation due date no later than fourteen (14) days from the assignment date.
- c. Community Supervision staff shall comply with the community preparation investigation requirements as detailed in Parole Manual Item #8405.09, "Community Preparation."

**Note:** An inmate (releasee) approved for LCR may apply for an interstate transfer of supervision in accordance with the requirements of the Interstate Compact Agreement.

2. Community Preparation Investigation Phase

- a. The Field Bureau Chief is responsible for ensuring the completion of the community preparation field investigation by the established investigation due date.
- b. Upon completion of the field investigation and approval of the residence program, the Bureau Chief or designee (Senior Parole Officer) shall establish a release date and provide formal release notification to the Jail Administrator or other designated personnel at the county correctional facility. The notification to personnel at the county correctional facility shall stipulate that the inmate (releasee) cannot be released until such time as the Jail Administrator or other designated personnel are in receipt of the fully executed and signed release agreements "Application for Conditional Release to Parole Supervision," [Form #3041CS](#), and the "Certificate of Release to Supervision," [Form #3010CS](#).



- c. If the inmate is required to register as a sex offender, the assigned Parole Officer shall notify the Jail Administrator or designee immediately upon receipt of the Board of Parole decision to grant LCR. Field staff must provide the Jail Administrator or designee with the supervision residence and program information, as well as the address and contact information for the Parole Officer who will be responsible for the supervision of the releasee in the community. County correctional facility personnel are responsible for submitting the sex offender registration form to the New York State Division of Criminal Justice Services and they are also responsible for executing any additional requirements related to registration under §168-e of NYS Correction Law.
  - d. Where applicable and based on case-specific circumstances, the Parole Officer will ensure that victim notification issues are addressed in accordance with Department policy and procedure. This shall include immediate notification of the Board of Parole decision to release to the Department's Office of Victim Assistance. The initial notification shall be made via telephone call and staff shall confirm receipt of the release decision via e-mail communication. Once the release date has been established and the date has been confirmed, assigned field staff shall also provide the Victim Assistance Unit with notification of release via both telephone call and e-mail.
  - e. Following receipt of the Board of Parole's decision to release the inmate and throughout the community preparation investigation phase, it is the responsibility of assigned field staff to monitor the status of the inmate and to assess the inmate's overall adjustment in preparation for release to supervision. If an inmate receives a serious disciplinary infraction while confined in the county facility, the matter is to be investigated by assigned field staff as soon as practicable. If the circumstances warrant a temporary suspension of the release date, the Bureau Chief shall authorize a temporary suspension of the release date pending the preparation of a rescission report and presentation of the report to the Board of Parole.
3. Release Preparation and the Release Interview
- a. The assigned field Parole Officer (or other designated Parole Officer) is responsible for making arrangements to conduct the release interview at the county correctional facility.
  - b. All release documents are to be prepared by Central Office staff prior to the release interview with the releasee. Staff must ensure that [Form #3010CS](#) includes the signatures of two Board of Parole members.
  - c. Central Office staff shall note on [Form #3010CS](#) that the releasee has been granted "Local Conditional Release (LCR) in accordance with New York State Penal Law §70.40(2)." The sentence type on the release form shall indicate a definite sentence.
  - d. The supervision maximum expiration date shall be recorded on [Form #3010CS](#). The supervision maximum expiration shall be set at one (1) year less one (1) day from the actual release date (e.g., if the release date is 12/2/2014, the releasee will be under the jurisdiction of DOCCS until 12/1/2015).

- e. During the release interview, there is to be a thorough review and explanation of the reporting instructions and all conditions of release. The releasee must sign [Form #3010CS](#).
- f. The interview must also cover all requirements of the one (1) year period of LCR supervision, including an explanation regarding the supervision maximum expiration date and the impact a revocation of release would have on the definite sentence(s).
- g. The Parole Officer is also responsible for providing both the releasee and the Jail Administrator or Records Office personnel with the "inmate" and "facility" copies of the release agreements ([Form #3010CS](#) and [Form #3041CS](#)).

**Note:** If the release location is Rikers Island CF, Rikers Island Community Supervision officer personnel are responsible for ensuring that each of the above referenced requirements (Section IV-C-3-a through g) are satisfied.

- h. The Bureau Chief or designee shall send e-mail notification of release to designated staff in the Community Supervision Central Office Operations Office. The e-mail notification must be sent on the actual date of release and the notification is to include the following information:
  - (1) Releasee name,
  - (2) LDIN,
  - (3) NYSID,
  - (4) Date of release,
  - (5) Name of the assigned Senior Parole Officer and Parole Officer,
  - (6) Bureau/Area Office,
  - (7) LCR supervision maximum expiration date,
  - (8) Releasee's address, and
  - (9) County of supervision.

**Note:** If the release location is Rikers Island CF, the Rikers Island Community Supervision Senior Parole Officer is responsible for sending the e-mail notification of release to designated staff in the Community Supervision Central Office Operations Office and to the field Bureau Chief, Senior Parole Officer, and Parole Officer.

D. Community Supervision – Local Conditional Release (LCR)

- 1. Local conditional releasees shall be supervised in the same manner as releasees released under either parole supervision or post-release supervision. Releasees will be subject to the standard conditions of release and any additional conditions of release imposed by the Board of Parole or staff responsible for the supervision of the releasee.
- 2. Local conditional releasees are not subject to the revocation guidelines as defined in 9 NYCRR 8005.20. If release is revoked, the releasee will be returned to the county correctional facility and held to the maximum expiration of the definite term(s). The time to serve equates to the balance of sentence time owed or that portion of the definite sentence or aggregate of definite sentences held in abeyance.

3. Upon completion of the one (1) year period of supervision, the releasee shall be discharged from supervision. There are no early discharges and the one (1) year period of supervision requirement must be satisfied.

**Sample Letter for Local Conditional Release (LCR)**  
**Letter Head (See Directive #0008, "Use of Department Stationery & Business Cards")**

Date:

First, MI, Last (Name of District Attorney)  
Name of County  
Street Address  
City, State, Zip

Name:  
DIN:  
NYSID:

Dear (Judge) or (District Attorney) or (Defense Attorney):

The above referenced inmate was convicted of the following offense(s):

<u>Offense</u>	<u>Date</u>	<u>Sentence</u>	<u>County</u>	<u>Indict/Dkt Nos</u>
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The above-identified individual is eligible and has applied for local conditional release consideration pursuant to New York State Penal Law §70.40(2). The grant of local conditional release shall be in the discretion of the Board of Parole and shall be subject to any conditions that may be imposed by the New York State Board of Parole. If granted this type of release, the individual will be supervised in the community by the Department of Corrections and Community Supervision (DOCCS) for a period of one (1) year and the balance of the definite term(s) shall be held in abeyance at the time of release to the Department's jurisdiction.

At the time of the conditional release consideration, the Board of Parole will perform an extensive review of the subject's instant offense, prior criminal history, personal, and social history. The Board of Parole also wishes to consider any recommendations received from the Sentencing Judge, District Attorney, and Defense Counsel regarding the possible conditional release of this individual. Accordingly, the Board of Parole and Department of Corrections and Community Supervision respectfully request a statement or recommendation from you regarding the possible release of above referenced individual. We respectfully request that you provide our Department with a response no later than **twenty-one (21)** days from the date of this request. If you would like your recommendation and/or statement to remain confidential, please note your desire for confidentiality in your response letter.

Thank you for your time, attention, and consideration.

Very truly yours,

**Signature**

Name (Bureau Chief)  
(Title)

**Please direct your response to:**

NYS Department of Corrections and Community Supervision  
(Name of Bureau Chief and Bureau/Area Office Name)  
(Address)  
(City/Town, New York, Zip Code)

CC: Area Office/Bureau Case File  
Office of Victim Assistance

STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (DOCCS)  
CERTIFICATE OF RELEASE TO PAROLE SUPERVISION

SENTENCE: ☐ INDETERMINATE ☐ DEFINITE NYSID #: \_\_\_\_\_ DIN# \_\_\_\_\_

\_\_\_\_\_, now confined in \_\_\_\_\_ who was convicted of \_\_\_\_\_

and sentenced in the county of \_\_\_\_\_ at the term of the \_\_\_\_\_ Court, Judge \_\_\_\_\_ presiding on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for a term of \_\_\_\_\_ the maximum term of which sentence expires on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, has agreed to abide by the conditions to which (he) (she) has signed (his) (her) name below, and is

hereby granted ☐ Conditional Release ☐ Parole by the Board of Parole, by virtue of the authority conferred by New York State Law.

It is hereby directed that (he) (she) be released and placed under legal jurisdiction of the Department of Corrections and Community Supervision

until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_

Date of Release: \_\_\_\_\_ Board of Parole: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, voluntarily accept Parole Supervision. I fully understand that my person, residence and property are subject to search and inspection. I understand that Parole Supervision is defined by these Conditions of Release and all other conditions that may be imposed upon me by the Board or its representatives. I understand that my violation of these conditions may result in the revocation of my release.

CONDITIONS OF RELEASE

1. I will proceed directly to the area to which I have been released, and, within twenty-four hours of my release, make my arrival report to the Community Supervision Office indicated below, unless other instructions are designated on my release agreement.
2. I will make office and/or written reports as directed.
3. I will not leave the State of New York or any other state to which I am released or transferred, or any area defined in writing by my Parole Officer without permission.
4. I will permit my Parole Officer to visit me at my residence and/or place of employment and I will permit the search and inspection of my person, residence and property. I will discuss any proposed changes in my residence, employment or program status with my Parole Officer. I understand that I have an immediate and continuing duty to notify my Parole Officer of any changes in my residence, employment or program status when circumstances beyond my control make prior discussion impossible.
5. I will reply promptly, fully and truthfully to any inquiry of or communication by my Parole Officer or other representative of the Department of Corrections and Community Supervision.
6. I will notify my Parole Officer immediately any time I am in contact with or arrested by any law enforcement agency. I understand that I have a continuing duty to notify my Parole Officer of such contact or arrest.
7. I will not be in the company of or fraternize with any person I know to have a criminal record or whom I know to have been adjudicated a Youthful Offender except for accidental encounters in public places, work, school or in any other instance with the permission of my Parole Officer.
8. I will not behave in such a manner as to violate the provisions of any law to which I am subject which provide for a penalty of imprisonment, nor will my behavior threaten the safety or well-being of myself or others.
9. I will not own, posses, or purchase any shotgun, rifle or firearm of any type without the written permission of my Parole Officer. I will not own, posses or purchase any deadly weapon as defined in the Penal Law or any dangerous knife, dirk, razor, stiletto, or imitation pistol. In addition, I will not own, posses or purchase any instrument readily capable of causing physical injury without a satisfactory explanation for ownership, possession or purchase.
10. In the event that I leave the jurisdiction of the State of New York, I hereby waive my right to resist extradition to the State of New York from any state in the Union and from any territory or country outside the United States. This waiver shall be in the full force and effect until I am discharged from Parole of Conditional Release. I fully understand that I have the right under the Constitution of the United States and under law to contest an effort to extradite me from another state and return me to New York, and I freely and knowingly waive this right as a condition of my Parole or Conditional Release.
11. I will not use or possess any drug paraphernalia or use or possess any controlled substance without proper medical authorization.
12. Special Conditions:

13. I will fully comply with the instructions of my Parole Officer and obey such special additional written conditions as he or she, a Member of the Board of Parole or an authorized representative of the Department of Corrections and Community Supervision may impose.

I hereby certify that I have read and that I understand the foregoing conditions of my release and that I have received a copy of the Certificate of Release.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Releasee: \_\_\_\_\_ Witness: \_\_\_\_\_

STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (DOCCS)  
CERTIFICATE OF RELEASE TO PAROLE SUPERVISION

SENTENCE: ☐ INDETERMINATE ☐ DEFINITE NYSID #: \_\_\_\_\_ DIN# \_\_\_\_\_

\_\_\_\_\_, now confined in \_\_\_\_\_ who was convicted of \_\_\_\_\_

and sentenced in the county of \_\_\_\_\_ at the term of the \_\_\_\_\_ Court, Judge \_\_\_\_\_ presiding on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for a term of \_\_\_\_\_ the maximum term of which sentence expires on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, has agreed to abide by the conditions to which (he) (she) has signed (his) (her) name below, and is

hereby granted ☐ Conditional Release ☐ Parole by the Board of Parole, by virtue of the authority conferred by New York State Law.

It is hereby directed that (he) (she) be released and placed under legal jurisdiction of the Department of Corrections and Community Supervision

until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_

Date of Release: \_\_\_\_\_ Board of Parole: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, voluntarily accept Parole Supervision. I fully understand that my person, residence and property are subject to search and inspection. I understand that Parole Supervision is defined by these Conditions of Release and all other conditions that may be imposed upon me by the Board or its representatives. I understand that my violation of these conditions may result in the revocation of my release.

CONDITIONS OF RELEASE

1. I will proceed directly to the area to which I have been released, and, within twenty-four hours of my release, make my arrival report to the Community Supervision Office indicated below, unless other instructions are designated on my release agreement.
2. I will make office and/or written reports as directed.
3. I will not leave the State of New York or any other state to which I am released or transferred, or any area defined in writing by my Parole Officer without permission.
4. I will permit my Parole Officer to visit me at my residence and/or place of employment and I will permit the search and inspection of my person, residence and property. I will discuss any proposed changes in my residence, employment or program status with my Parole Officer. I understand that I have an immediate and continuing duty to notify my Parole Officer of any changes in my residence, employment or program status when circumstances beyond my control make prior discussion impossible.
5. I will reply promptly, fully and truthfully to any inquiry of or communication by my Parole Officer or other representative of the Department of Corrections and Community Supervision.
6. I will notify my Parole Officer immediately any time I am in contact with or arrested by any law enforcement agency. I understand that I have a continuing duty to notify my Parole Officer of such contact or arrest.
7. I will not be in the company of or fraternize with any person I know to have a criminal record or whom I know to have been adjudicated a Youthful Offender except for accidental encounters in public places, work, school or in any other instance with the permission of my Parole Officer.
8. I will not behave in such a manner as to violate the provisions of any law to which I am subject which provide for a penalty of imprisonment, nor will my behavior threaten the safety or well-being of myself or others.
9. I will not own, posses, or purchase any shotgun, rifle or firearm of any type without the written permission of my Parole Officer. I will not own, posses or purchase any deadly weapon as defined in the Penal Law or any dangerous knife, dirk, razor, stiletto, or imitation pistol. In addition, I will not own, posses or purchase any instrument readily capable of causing physical injury without a satisfactory explanation for ownership, possession or purchase.
10. In the event that I leave the jurisdiction of the State of New York, I hereby waive my right to resist extradition to the State of New York from any state in the Union and from any territory or country outside the United States. This waiver shall be in the full force and effect until I am discharged from Parole of Conditional Release. I fully understand that I have the right under the Constitution of the United States and under law to contest an effort to extradite me from another state and return me to New York, and I freely and knowingly waive this right as a condition of my Parole or Conditional Release.
11. I will not use or possess any drug paraphernalia or use or possess any controlled substance without proper medical authorization.
12. Special Conditions:

13. I will fully comply with the instructions of my Parole Officer and obey such special additional written conditions as he or she, a Member of the Board of Parole or an authorized representative of the Department of Corrections and Community Supervision may impose.

I hereby certify that I have read and that I understand the foregoing conditions of my release and that I have received a copy of the Certificate of Release.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Releasee: \_\_\_\_\_ Witness: \_\_\_\_\_



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (DOCCS)  
CERTIFICATE OF RELEASE TO PAROLE SUPERVISION

SENTENCE: ☐ INDETERMINATE ☐ DEFINITE NYSID #: \_\_\_\_\_ DIN# \_\_\_\_\_

\_\_\_\_\_, now confined in \_\_\_\_\_ who was convicted of \_\_\_\_\_

and sentenced in the county of \_\_\_\_\_ at the term of the \_\_\_\_\_ Court, Judge \_\_\_\_\_ presiding on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for a term of \_\_\_\_\_ the maximum term of which sentence expires on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, has agreed to abide by the conditions to which (he) (she) has signed (his) (her) name below, and is

hereby granted ☐ Conditional Release ☐ Parole by the Board of Parole, by virtue of the authority conferred by New York State Law.

It is hereby directed that (he) (she) be released and placed under legal jurisdiction of the Department of Corrections and Community Supervision

until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_

Date of Release: \_\_\_\_\_ Board of Parole: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, voluntarily accept Parole Supervision. I fully understand that my person, residence and property are subject to search and inspection. I understand that Parole Supervision is defined by these Conditions of Release and all other conditions that may be imposed upon me by the Board or its representatives. I understand that my violation of these conditions may result in the revocation of my release.

CONDITIONS OF RELEASE

1. I will proceed directly to the area to which I have been released, and, within twenty-four hours of my release, make my arrival report to the Community Supervision Office indicated below, unless other instructions are designated on my release agreement.
2. I will make office and/or written reports as directed.
3. I will not leave the State of New York or any other state to which I am released or transferred, or any area defined in writing by my Parole Officer without permission.
4. I will permit my Parole Officer to visit me at my residence and/or place of employment and I will permit the search and inspection of my person, residence and property. I will discuss any proposed changes in my residence, employment or program status with my Parole Officer. I understand that I have an immediate and continuing duty to notify my Parole Officer of any changes in my residence, employment or program status when circumstances beyond my control make prior discussion impossible.
5. I will reply promptly, fully and truthfully to any inquiry of or communication by my Parole Officer or other representative of the Department of Corrections and Community Supervision.
6. I will notify my Parole Officer immediately any time I am in contact with or arrested by any law enforcement agency. I understand that I have a continuing duty to notify my Parole Officer of such contact or arrest.
7. I will not be in the company of or fraternize with any person I know to have a criminal record or whom I know to have been adjudicated a Youthful Offender except for accidental encounters in public places, work, school or in any other instance with the permission of my Parole Officer.
8. I will not behave in such a manner as to violate the provisions of any law to which I am subject which provide for a penalty of imprisonment, nor will my behavior threaten the safety or well-being of myself or others.
9. I will not own, posses, or purchase any shotgun, rifle or firearm of any type without the written permission of my Parole Officer. I will not own, posses or purchase any deadly weapon as defined in the Penal Law or any dangerous knife, dirk, razor, stiletto, or imitation pistol. In addition, I will not own, posses or purchase any instrument readily capable of causing physical injury without a satisfactory explanation for ownership, possession or purchase.
10. In the event that I leave the jurisdiction of the State of New York, I hereby waive my right to resist extradition to the State of New York from any state in the Union and from any territory or country outside the United States. This waiver shall be in the full force and effect until I am discharged from Parole of Conditional Release. I fully understand that I have the right under the Constitution of the United States and under law to contest an effort to extradite me from another state and return me to New York, and I freely and knowingly waive this right as a condition of my Parole or Conditional Release.
11. I will not use or possess any drug paraphernalia or use or possess any controlled substance without proper medical authorization.
12. Special Conditions:

13. I will fully comply with the instructions of my Parole Officer and obey such special additional written conditions as he or she, a Member of the Board of Parole or an authorized representative of the Department of Corrections and Community Supervision may impose.

I hereby certify that I have read and that I understand the foregoing conditions of my release and that I have received a copy of the Certificate of Release.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Releasee: \_\_\_\_\_ Witness: \_\_\_\_\_

STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (DOCCS)  
CERTIFICATE OF RELEASE TO PAROLE SUPERVISION

SENTENCE: ☐ INDETERMINATE ☐ DEFINITE NYSID #: \_\_\_\_\_ DIN# \_\_\_\_\_

\_\_\_\_\_, now confined in \_\_\_\_\_ who was convicted of \_\_\_\_\_

and sentenced in the county of \_\_\_\_\_ at the term of the \_\_\_\_\_ Court, Judge \_\_\_\_\_ presiding on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for a term of \_\_\_\_\_ the maximum term of which sentence expires on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, has agreed to abide by the conditions to which (he) (she) has signed (his) (her) name below, and is

hereby granted ☐ Conditional Release ☐ Parole by the Board of Parole, by virtue of the authority conferred by New York State Law.

It is hereby directed that (he) (she) be released and placed under legal jurisdiction of the Department of Corrections and Community Supervision

until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_

Date of Release: \_\_\_\_\_ Board of Parole: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, voluntarily accept Parole Supervision. I fully understand that my person, residence and property are subject to search and inspection. I understand that Parole Supervision is defined by these Conditions of Release and all other conditions that may be imposed upon me by the Board or its representatives. I understand that my violation of these conditions may result in the revocation of my release.

CONDITIONS OF RELEASE

1. I will proceed directly to the area to which I have been released, and, within twenty-four hours of my release, make my arrival report to the Community Supervision Office indicated below, unless other instructions are designated on my release agreement.
2. I will make office and/or written reports as directed.
3. I will not leave the State of New York or any other state to which I am released or transferred, or any area defined in writing by my Parole Officer without permission.
4. I will permit my Parole Officer to visit me at my residence and/or place of employment and I will permit the search and inspection of my person, residence and property. I will discuss any proposed changes in my residence, employment or program status with my Parole Officer. I understand that I have an immediate and continuing duty to notify my Parole Officer of any changes in my residence, employment or program status when circumstances beyond my control make prior discussion impossible.
5. I will reply promptly, fully and truthfully to any inquiry of or communication by my Parole Officer or other representative of the Department of Corrections and Community Supervision.
6. I will notify my Parole Officer immediately any time I am in contact with or arrested by any law enforcement agency. I understand that I have a continuing duty to notify my Parole Officer of such contact or arrest.
7. I will not be in the company of or fraternize with any person I know to have a criminal record or whom I know to have been adjudicated a Youthful Offender except for accidental encounters in public places, work, school or in any other instance with the permission of my Parole Officer.
8. I will not behave in such a manner as to violate the provisions of any law to which I am subject which provide for a penalty of imprisonment, nor will my behavior threaten the safety or well-being of myself or others.
9. I will not own, posses, or purchase any shotgun, rifle or firearm of any type without the written permission of my Parole Officer. I will not own, posses or purchase any deadly weapon as defined in the Penal Law or any dangerous knife, dirk, razor, stiletto, or imitation pistol. In addition, I will not own, posses or purchase any instrument readily capable of causing physical injury without a satisfactory explanation for ownership, possession or purchase.
10. In the event that I leave the jurisdiction of the State of New York, I hereby waive my right to resist extradition to the State of New York from any state in the Union and from any territory or country outside the United States. This waiver shall be in the full force and effect until I am discharged from Parole of Conditional Release. I fully understand that I have the right under the Constitution of the United States and under law to contest an effort to extradite me from another state and return me to New York, and I freely and knowingly waive this right as a condition of my Parole or Conditional Release.
11. I will not use or possess any drug paraphernalia or use or possess any controlled substance without proper medical authorization.
12. Special Conditions:

13. I will fully comply with the instructions of my Parole Officer and obey such special additional written conditions as he or she, a Member of the Board of Parole or an authorized representative of the Department of Corrections and Community Supervision may impose.

I hereby certify that I have read and that I understand the foregoing conditions of my release and that I have received a copy of the Certificate of Release.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Releasee: \_\_\_\_\_ Witness: \_\_\_\_\_

STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (DOCCS)  
CERTIFICATE OF RELEASE TO PAROLE SUPERVISION

SENTENCE: ☐ INDETERMINATE ☐ DEFINITE NYSID #: \_\_\_\_\_ DIN# \_\_\_\_\_

\_\_\_\_\_, now confined in \_\_\_\_\_ who was convicted of \_\_\_\_\_

and sentenced in the county of \_\_\_\_\_ at the term of the \_\_\_\_\_ Court, Judge \_\_\_\_\_ presiding on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for a term of \_\_\_\_\_ the maximum term of which sentence expires on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, has agreed to abide by the conditions to which (he) (she) has signed (his) (her) name below, and is

hereby granted ☐ Conditional Release ☐ Parole by the Board of Parole, by virtue of the authority conferred by New York State Law.

It is hereby directed that (he) (she) be released and placed under legal jurisdiction of the Department of Corrections and Community Supervision

until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_

Date of Release: \_\_\_\_\_ Board of Parole: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, voluntarily accept Parole Supervision. I fully understand that my person, residence and property are subject to search and inspection. I understand that Parole Supervision is defined by these Conditions of Release and all other conditions that may be imposed upon me by the Board or its representatives. I understand that my violation of these conditions may result in the revocation of my release.

CONDITIONS OF RELEASE

1. I will proceed directly to the area to which I have been released, and, within twenty-four hours of my release, make my arrival report to the Community Supervision Office indicated below, unless other instructions are designated on my release agreement.
2. I will make office and/or written reports as directed.
3. I will not leave the State of New York or any other state to which I am released or transferred, or any area defined in writing by my Parole Officer without permission.
4. I will permit my Parole Officer to visit me at my residence and/or place of employment and I will permit the search and inspection of my person, residence and property. I will discuss any proposed changes in my residence, employment or program status with my Parole Officer. I understand that I have an immediate and continuing duty to notify my Parole Officer of any changes in my residence, employment or program status when circumstances beyond my control make prior discussion impossible.
5. I will reply promptly, fully and truthfully to any inquiry of or communication by my Parole Officer or other representative of the Department of Corrections and Community Supervision.
6. I will notify my Parole Officer immediately any time I am in contact with or arrested by any law enforcement agency. I understand that I have a continuing duty to notify my Parole Officer of such contact or arrest.
7. I will not be in the company of or fraternize with any person I know to have a criminal record or whom I know to have been adjudicated a Youthful Offender except for accidental encounters in public places, work, school or in any other instance with the permission of my Parole Officer.
8. I will not behave in such a manner as to violate the provisions of any law to which I am subject which provide for a penalty of imprisonment, nor will my behavior threaten the safety or well-being of myself or others.
9. I will not own, posses, or purchase any shotgun, rifle or firearm of any type without the written permission of my Parole Officer. I will not own, posses or purchase any deadly weapon as defined in the Penal Law or any dangerous knife, dirk, razor, stiletto, or imitation pistol. In addition, I will not own, posses or purchase any instrument readily capable of causing physical injury without a satisfactory explanation for ownership, possession or purchase.
10. In the event that I leave the jurisdiction of the State of New York, I hereby waive my right to resist extradition to the State of New York from any state in the Union and from any territory or country outside the United States. This waiver shall be in the full force and effect until I am discharged from Parole of Conditional Release. I fully understand that I have the right under the Constitution of the United States and under law to contest an effort to extradite me from another state and return me to New York, and I freely and knowingly waive this right as a condition of my Parole or Conditional Release.
11. I will not use or possess any drug paraphernalia or use or possess any controlled substance without proper medical authorization.
12. Special Conditions:

13. I will fully comply with the instructions of my Parole Officer and obey such special additional written conditions as he or she, a Member of the Board of Parole or an authorized representative of the Department of Corrections and Community Supervision may impose.

I hereby certify that I have read and that I understand the foregoing conditions of my release and that I have received a copy of the Certificate of Release.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Releasee: \_\_\_\_\_ Witness: \_\_\_\_\_

NOTICE OF DUTIES AS A SEX OFFENDER  
IN ACCORDANCE WITH NEW YORK STATE CORRECTION LAW ARTICLE 6-C (SOR ACT)

TO:	<div></div> <div>Name</div>	<div></div> <div>DIN and NYSID</div>
FROM:	<div></div> <div>Offender Rehabilitation Coordinator Name</div>	<div></div> <div>Facility</div>
DATE:	<div></div>	<div></div> <div>Release Date</div>

1.

You must register with the Division of Criminal Justice Services (DCJS) Sex Offender Registry, Alfred E. Smith Building, 80 South Swan Street Albany, NY, 12210, 15 days prior to release from a state or local correctional facility to verify your intended home address.
2.

You must notify DCJS in writing of any change of home address no later than 10 days after you move. (NOTE: Change of address forms are available at your local law enforcement agency, DOCCS field office, or from DCJS). If you move to another state, you must register as a sex offender within 10 days of establishing residence. You must also register in any state in which you are employed or are a student.
3.

You must notify DCJS in writing if you attend, enroll at, reside at or are employed at any institution of higher education. You must also notify DCJS in writing of any change of status at an institution of higher education no later than 10 days after such change.
4.

You must register in writing with DCJS all of your internet accounts with internet service providers and any e-mail addresses and screen names used for chat, instant messaging, social networking, etc. If you change internet accounts, e-mail addresses or screen names, you must notify DCJS in writing no later than 10 days after such a change.
5.

You must verify your home address once a year, for the duration of your registration through the return of a signed address verification form to DCJS within 10 days of its receipt. If you have any questions regarding this form, ask your Parole Officer.
6.

If it is determined that your **Risk Level is 3**, or that you are a **sexual predator**, you must verify your home address IN PERSON with your local law enforcement agency every 90 days. You must also verify your home address once a year, as described above.

If you live OUTSIDE the five boroughs of New York City, ask your Parole Officer for assistance in determining where you must report.

If you live WITHIN the five boroughs of New York City, (Manhattan, Brooklyn, Queens, Staten Island, and Bronx) you must report to:

New York City Police Department - Sex Offender Monitoring Unit  
100 Centre Street – Room 1414  
New York, NY 10013  
(212) 323-7101; (212) 323-7102; (212) 323-7105

Reporting Hours are between 9:00 a.m. and 3:00 p.m. Monday through Friday.

7.

You may be requested to provide fingerprints, a photograph, or other pertinent information found necessary for compliance with this Act.

If you live OUTSIDE the five boroughs of New York City, ask you Parole Officer for information regarding local requirements.

If you live WITHIN the five boroughs of New York City, (Manhattan, Brooklyn, Queens, Staten Island, and Bronx) DOCCS requires you to report to the NYPD Sex Offender Monitoring Unit (address above) within two (2) business days of release or relocation to New York City for photo imaging. Photo imaging is available between 9:00 a.m. and 3:00 p.m., Monday through Friday. All registrants must bring a copy of this notice to their initial report to the NYPD Sex Offender Monitoring Unit.

8.

Pursuant to Section 168-t of the SOR ACT, if you fail to register, verify or provide the required information as described above in the manner and within the time periods provided for, you shall be guilty of a Class E Felony upon conviction for the first offense. If you are convicted of a second or subsequent offense, you shall be guilty of a Class D Felony. Failure to register, verify or provide the required information as described above, may also be the basis for revocation of parole, conditional release, post-release supervision, and/or strict and intensive supervision and treatment.

I certify that I have read and that I understand my obligations under the Sex Offender Registration Act and that I have received a copy of this notice.

<div></div> <div>Signature</div>	<div></div> <div>Witness</div>
<div></div> <div>Date</div>	<div></div> <div>Date</div>

STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (DOCCS)  
APPLICATION FOR CONDITIONAL RELEASE TO PAROLE SUPERVISION

SENTENCE: ☐ State ☐ Local NYSID: \_\_\_\_\_ DIN# \_\_\_\_\_

I, \_\_\_\_\_, now confined in \_\_\_\_\_ having been convicted  
of \_\_\_\_\_ and sentenced in the county of \_\_\_\_\_ at a term of the  
\_\_\_\_\_ Court, Judge \_\_\_\_\_ presiding, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
for the term of \_\_\_\_\_ the maximum term of which expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
hereby apply for Conditional Release. I understand that I will be in the legal custody of the Department of Corrections and Community Supervision until  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and agree to abide by the conditions of my release with full knowledge that failure to do so may result in  
my re-imprisonment by order of the Board of Parole pursuant to law.

CONDITIONS OF RELEASE

1.

I will proceed directly to the area to which I have been released and, within twenty-four hours of my release, make my arrival report to the Community Supervision Office, unless other instructions are designated on my release agreement.
2.

I will make office and/or written reports as directed.
3.

I will not leave the State of New York or any other State to which I am released or transferred, or any area defined in writing by my Parole Officer without permission.
4.

I will permit my Parole Officer to visit me at my residence and/or place of employment and I will permit the search and inspection of my person, residence and property. I will discuss any proposed changes in my residence, employment or program status with my Parole Officer. I understand that I have an immediate and continuing duty to notify my Parole Officer of any changes in my residence, employment or program status when circumstances beyond my control make prior discussion impossible.
5.

I will reply promptly, fully and truthfully to any inquiry of or communication by my Parole Officer or other representative of the Department of Corrections and Community Supervision.
6.

I will notify my Parole Officer immediately any time I am in contact with or arrested by any law enforcement agency. I understand that I have a continuing duty to notify my Parole Officer of such contact or arrest.
7.

I will not be in the company of or fraternize with any person I know to have a criminal record or whom I know to have been adjudicated a Youthful Offender except for accidental encounters in public places, work, school or in any other instance with the permission of my Parole Officer.
8.

I will not behave in such a manner as to violate the provisions of any law to which I am subject which provide for a penalty of imprisonment, nor will my behavior threaten the safety or well-being of myself or others.
9.

I will not own, posses, or purchase any shotgun, rifle or firearm of any type without the written permission of my Parole Officer. I will not own, posses or purchase any deadly weapon as defined in the Penal Law or any dangerous knife, dirk, razor, stiletto, or imitation pistol. In addition, I will not own, posses or purchase any instrument readily capable of causing physical injury without a satisfactory explanation for ownership, possession or purchase.
10.

In the event that I leave the jurisdiction of the State of New York, I hereby waive my right to resist extradition to the State of New York from any state in the Union and from any territory or country outside the United States. This waiver shall be in the full force and effect until I am discharged from Parole of Conditional Release. I fully understand that I have the right under the Constitution of the United States and under law to contest an effort to extradite me from another state and return me to New York, and I freely and knowingly waive this right as a condition of my Parole or Conditional Release.
11.

I will not use or possess any drug paraphernalia or use or possess any controlled substance without proper medical authorization.
12.

Special Conditions:
13.

I will fully comply with the instructions of my Parole Officer and obey such special additional written conditions as he, a Member of the Board of Parole or an authorized representative of the Department of Corrections and Community Supervision may impose.

☐

**Local Sentence:** I also understand and agree that if I am returned to a correctional facility for violation of any of the above conditions; the time spent under Conditional Release will not be credited against the term of my sentence.

☐

**State Sentence:** I understand and agree that if I am returned to an institution under the jurisdiction of the Department of Corrections and Community Supervision for violation of any of the above conditions, that the good behavior time earned by me prior to the date of my Conditional Release cannot be used as a basis for requesting any subsequent release. I further understand that if I am so returned I may, however, subsequently receive time allowance against the remaining portion of my maximum or aggregate maximum term not to exceed in the aggregate of one-third of such portion provided such remaining portion of my maximum or aggregate maximum term is more than one year and that I shall not again earn any good behavior time against the remaining portion of my sentence if such remaining portion of my sentence is one year or less.

I certify that I have read and that I understand the foregoing and have received a copy of this application.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Applicant: \_\_\_\_\_ Witness: \_\_\_\_\_

STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (DOCCS)  
APPLICATION FOR CONDITIONAL RELEASE TO PAROLE SUPERVISION

SENTENCE: ☐ State ☐ Local NYSID: \_\_\_\_\_ DIN# \_\_\_\_\_

I, \_\_\_\_\_, now confined in \_\_\_\_\_ having been convicted  
of \_\_\_\_\_ and sentenced in the county of \_\_\_\_\_ at a term of the  
\_\_\_\_\_ Court, Judge \_\_\_\_\_ presiding, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
for the term of \_\_\_\_\_ the maximum term of which expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
hereby apply for Conditional Release. I understand that I will be in the legal custody of the Department of Corrections and Community Supervision until  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and agree to abide by the conditions of my release with full knowledge that failure to do so may result in  
my re-imprisonment by order of the Board of Parole pursuant to law.

CONDITIONS OF RELEASE

1.

I will proceed directly to the area to which I have been released and, within twenty-four hours of my release, make my arrival report to the Community Supervision Office, unless other instructions are designated on my release agreement.
2.

I will make office and/or written reports as directed.
3.

I will not leave the State of New York or any other State to which I am released or transferred, or any area defined in writing by my Parole Officer without permission.
4.

I will permit my Parole Officer to visit me at my residence and/or place of employment and I will permit the search and inspection of my person, residence and property. I will discuss any proposed changes in my residence, employment or program status with my Parole Officer. I understand that I have an immediate and continuing duty to notify my Parole Officer of any changes in my residence, employment or program status when circumstances beyond my control make prior discussion impossible.
5.

I will reply promptly, fully and truthfully to any inquiry of or communication by my Parole Officer or other representative of the Department of Corrections and Community Supervision.
6.

I will notify my Parole Officer immediately any time I am in contact with or arrested by any law enforcement agency. I understand that I have a continuing duty to notify my Parole Officer of such contact or arrest.
7.

I will not be in the company of or fraternize with any person I know to have a criminal record or whom I know to have been adjudicated a Youthful Offender except for accidental encounters in public places, work, school or in any other instance with the permission of my Parole Officer.
8.

I will not behave in such a manner as to violate the provisions of any law to which I am subject which provide for a penalty of imprisonment, nor will my behavior threaten the safety or well-being of myself or others.
9.

I will not own, posses, or purchase any shotgun, rifle or firearm of any type without the written permission of my Parole Officer. I will not own, posses or purchase any deadly weapon as defined in the Penal Law or any dangerous knife, dirk, razor, stiletto, or imitation pistol. In addition, I will not own, posses or purchase any instrument readily capable of causing physical injury without a satisfactory explanation for ownership, possession or purchase.
10.

In the event that I leave the jurisdiction of the State of New York, I hereby waive my right to resist extradition to the State of New York from any state in the Union and from any territory or country outside the United States. This waiver shall be in the full force and effect until I am discharged from Parole of Conditional Release. I fully understand that I have the right under the Constitution of the United States and under law to contest an effort to extradite me from another state and return me to New York, and I freely and knowingly waive this right as a condition of my Parole or Conditional Release.
11.

I will not use or possess any drug paraphernalia or use or possess any controlled substance without proper medical authorization.
12.

Special Conditions:
13.

I will fully comply with the instructions of my Parole Officer and obey such special additional written conditions as he, a Member of the Board of Parole or an authorized representative of the Department of Corrections and Community Supervision may impose.

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**Local Sentence:** I also understand and agree that if I am returned to a correctional facility for violation of any of the above conditions; the time spent under Conditional Release will not be credited against the term of my sentence.

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**State Sentence:** I understand and agree that if I am returned to an institution under the jurisdiction of the Department of Corrections and Community Supervision for violation of any of the above conditions, that the good behavior time earned by me prior to the date of my Conditional Release cannot be used as a basis for requesting any subsequent release. I further understand that if I am so returned I may, however, subsequently receive time allowance against the remaining portion of my maximum or aggregate maximum term not to exceed in the aggregate of one-third of such portion provided such remaining portion of my maximum or aggregate maximum term is more than one year and that I shall not again earn any good behavior time against the remaining portion of my sentence if such remaining portion of my sentence is one year or less.

I certify that I have read and that I understand the foregoing and have received a copy of this application.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Applicant: \_\_\_\_\_ Witness: \_\_\_\_\_



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POST-INTERVIEW FACILITY STAFF WORKSHEET

NAME: \_\_\_\_\_ DIN: \_\_\_\_\_ NYSID: \_\_\_\_\_

OPEN DATE OR EARLIER UPON RECEIPT  
OF APPROVED FIELD INVESTIGATION: ☐

ELIGIBLE FOR SUPERVISION FEE: YES  
EEC: ☐ ISSUED ☐ DENIED ☐ NON-CERT ☐ N/A  
☐ WARRANT AND PROGRAM ☐ CPDO/ECPDO ☐ WARRANT

TRANSIT CASE: (YES/NO)

COMMENTS:

CONFIDENTIAL COMMENTS: (YES/NO)

GES CODE	SPECIAL CONDITIONS (CHECK ALL CONDITIONS IMPOSED)
	<input checked="" type="checkbox"/>
SC01	<input type="checkbox"/> 1. I WILL SEEK, OBTAIN AND MAINTAIN EMPLOYMENT AND/OR AN ACADEMIC/VOCATIONAL PROGRAM
SC02	<input type="checkbox"/> 2. I WILL SUBMIT TO SUBSTANCE ABUSE TESTING AS DIRECTED BY THE P.O.
SC03	<input type="checkbox"/> 3. I WILL PARTICIPATE IN A SUBSTANCE ABUSE TREATMENT PROGRAM AS DIRECTED BY THE P.O.
SC04	<input type="checkbox"/> 4. I WILL PARTICIPATE IN AN ALCOHOL ABUSE TREATMENT PROGRAM AS DIRECTED BY THE P.O.
SC05	<input type="checkbox"/> 5. I WILL NOT CONSUME ALCOHOLIC BEVERAGES.
SC06	<input type="checkbox"/> 6. I WILL NOT FREQUENT ANY ESTABLISHMENT WHERE ALCOHOL IS SOLD OR SERVED AS ITS MAIN BUSINESS WITHOUT THE PERMISSION OF THE P.O.
SC07	<input type="checkbox"/> 7. I WILL NOT OPERATE ANY MOTOR VEHICLE, APPLY FOR, RENEW, OR POSSESS ANY DRIVERS LICENSE WITHOUT THE WRITTEN PERMISSION OF THE P.O.
SC08	<input type="checkbox"/> 8. I WILL ABIDE BY A CURFEW ESTABLISHED BY THE P.O.
SC09	<input type="checkbox"/> 9. I WILL SUPPORT MY DEPENDENT CHILDREN.
SC10	<input type="checkbox"/> 10. I WILL PARTICIPATE IN ANTI AGGRESSION/ANTI VIOLENCE COUNSELING AS DIRECTED BY THE P.O.
SC11	<input type="checkbox"/> 11. I WILL COOPERATE WITH A MENTAL HEALTH EVALUATION REFERRAL, AND FOLLOW UP TREATMENT AS DIRECTED BY THE P.O.
SC12	<input type="checkbox"/> 12. I WILL PARTICIPATE IN SEX OFFENDER COUNSELING/TREATMENT AS DIRECTED BY THE P.O.
SC13	<input type="checkbox"/> 13. I WILL HAVE NO CONTACT WITH ANY PERSON UNDER THE AGE OF EIGHTEEN WITHOUT WRITTEN PERMISSION OF THE P.O.
SC14	<input type="checkbox"/> 14. I WILL COMPLY WITH ALL CASE SPECIFIC SEX OFFENDER CONDITIONS TO BE IMPOSED THE P.O.
SC15	<input type="checkbox"/> 15. I WILL NOT ASSOCIATE IN ANY WAY OR COMMUNICATE BY ANY MEANS WITH (VICTIM) WITHOUT THE PERMISSION OF THE P.O.
SC16	<input type="checkbox"/> 16. I WILL NOT ASSOCIATE IN ANY WAY OR COMMUNICATE BY ANY MEANS WITH (ASSOCIATE) WITHOUT THE PERMISSION OF THE P.O.
SC17	<input type="checkbox"/> 17. I WILL NOT ASSOCIATE IN ANY WAY OR COMMUNICATE BY ANY MEANS WITH (OTHER) WITHOUT THE PERMISSION OF THE P.O.
SC18	<input type="checkbox"/> 18. I WILL COOPERATE WITH ALL MEDICAL REFERRALS AND TREATMENT RECOMMENDATIONS.
SC19	<input type="checkbox"/> 19. I WILL PARTICIPATE IN DOMESTIC VIOLENCE COUNSELING AS DIRECTED BY THE P.O.
SC20	<input type="checkbox"/> 20. I WILL COMPLY WITH ALL COURT ORDERS INCLUDING THOSE ORDERING FINES, SURCHARGES, AND/OR RESTITUTION.
SC21	<input type="checkbox"/> 21. I WILL NOT BE MEMBER OF ANY GANG OR ASSOCIATE WITH ANY KNOWN GANG MEMBER OR ATTEND ANY GANG ACTIVITY OR FUNCTION. I WILL NOT WEAR, DISPLAY, POSSESS, DISTRIBUTE OR USE ANY GANG INSIGNIA OR MATERIAL.
SC22	<input type="checkbox"/> 22. I WILL NOT ACT IN ANY FIDUCIARY CAPACITY WITHOUT THE PERMISSION OF THE P.O.
SC23	<input type="checkbox"/> 23. I WILL NOT HAVE A CHECKING, SAVINGS, DEBIT, OR CREDIT CARD ACCOUNT WITHOUT THE PERMISSION OF THE P.O.
SC24	<input type="checkbox"/> 24. I WILL NOT BE INVOLVED IN ANY GAMBLING OR GAMBLING RELATED ACTIVITY WITHOUT THE PERMISSION OF THE P.O.
SC25	<input type="checkbox"/> 25. I WILL PARTICIPATE IN A DWI VICTIM IMPACT PANEL AS DIRECTED BY THE P.O.
SC26	<input type="checkbox"/> 26. I WILL COMPLY WITH ALL ORDERS OF PROTECTION.
SC27	<input type="checkbox"/> 27. OTHER
SC28	<input type="checkbox"/> 28. I WILL ABIDE BY THE MANDATORY CONDITION IMPOSED BY THE SEXUAL ASSAULT REFORM ACT, CHAPTER 1 OF THE LAWS OF 2000 ("SARA").
SC29	<input type="checkbox"/> 29. I WILL PROPOSE A RESIDENCE TO BE APPROVED BY THE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION AND WILL ASSIST THE DEPARTMENT IN ANY EFFORTS IT MAY MAKE ON MY BEHALF TO DEVELOP AN APPROVED RESIDENCE.
SC30	<input type="checkbox"/> 30. I WILL RESIDE ONLY IN THE RESIDENCE APPROVED BY THE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION.
SC31a	<input type="checkbox"/> 31. I WILL PROCEED DIRECTLY TO THE ICE WARRANT AND IF RELEASED PRIOR TO THE MAXIMUM EXPIRATION DATE OF MY SENTENCE OR IF RELEASED PRIOR TO THE POST-RELEASE SUPERVISION MAXIMUM EXPIRATION (PRSME) DATE, I WILL, WITHIN 24 HOURS OF MY RELEASE, REPORT TO THE AREA OFFICE AS NOTED ON MY CERTIFICATE OF RELEASE. IF DEPORTED, I UNDERSTAND THAT I CANNOT RE-ENTER TO UNITED STATES UNLESS MY RE-ENTRY IS AUTHORIZED UNDER 8 U.S.C. 1326. IF I AM CONVICTED OF ILLEGALLY RE-ENTERING THE UNITED STATES, 8 U.S.C. 1326 AUTHORIZES THE UNITED STATES DISTRICT COURT TO IMPOSE A FINE, PERIOD OF IMPRISONMENT UP TO TEN (10) YEARS, OR BOTH.
SC31b	<input type="checkbox"/> 31. I FURTHER UNDERSTAND THAT I CANNOT RE-ENTER THE UNITED STATES PRIOR TO THE MAXIMUM EXPIRATION DATE OF MY SENTENCE, UNLESS I RECEIVE PRIOR WRITTEN PERMISSION FROM THE NEW YORK STATE BOARD OF PAROLE. ALSO, I FULLY UNDERSTAND THAT RE-ENTRY TO THE UNITED STATES, PRIOR TO THE MAXIMUM EXPIRATION OF MY SENTENCE, MAY BE THE BASIS FOR A REVOCATION OF MY RELEASE.
SC32	<input type="checkbox"/> 32. I WILL NOT USE OR POSSESS ANY MEDICATIONS OR SUPPLEMENTS DESIGNED OR INTENDED FOR THE PURPOSE OF ENHANCING SEXUAL PERFORMANCE OR TREATING ERECTILE DYSFUNCTION WITHOUT THE WRITTEN PERMISSION OF MY PAROLE OFFICER AND THE APPROVAL OF HIS OR HER AREA SUPERVISOR.
SC33	<input type="checkbox"/> 33. I WILL PARTICIPATE IN THE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION’S POLYGRAPH PROGRAM AS DIRECTED BY PAROLE OFFICER. I UNDERSTAND THAT THIS WILL INCLUDE PERIODIC POLYGRAPH SESSIONS CONSISTING OF A PRE-EXAMINATION INTERVIEW, POLYGRAPH EXAMINATION, AND POST-TEST INTERVIEW WITH THE POLYGRAPH EXAMINER OR MY PAROLE OFFICER.
SC34	<input type="checkbox"/> 34. PRIOR TO RELEASE, I SHALL PROVIDE A SAMPLE, APPROPRIATE FOR DNA TESTING, TO BE INCLUDED IN THE NEW YORK STATE DNA INDEX PURSUANT TO 9 NYCRR 6192.1(w).
SC35	<input type="checkbox"/> 35. I WILL NOT USE THE INTERNET TO ACCESS PORNOGRAPHIC MATERIAL, ACCESS A COMMERCIAL SOCIAL NETWORKING WEBSITE, COMMUNICATE WITH OTHER INDIVIDUALS OR GROUPS FOR THE PURPOSE OF PROMOTING SEXUAL RELATIONS WITH PERSONS UNDER THE AGE OF EIGHTEEN, AND COMMUNICATE WITH A PERSON UNDER THE AGE OF EIGHTEEN UNLESS I RECEIVE WRITTEN PERMISSION FROM THE BOARD OF PAROLE TO USE THE INTERNET TO COMMUNICATE WITH A MINOR CHILD UNDER EIGHTEEN YEARS OF AGE WHO I AM THE PARENT OF AND WHO I AM NOT OTHERWISE PROHIBITED FROM COMMUNICATING WITH.

POST-INTERVIEW FACILITY STAFF WORKSHEET

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- SC36 ☐ 36. I SHALL NOT BE RELEASED UNTIL SUCH TIME AS ANY RESIDENCE THAT HAS BEEN OR MAY BE APPROVED ON MY BEHALF CAN BE EVALUATED BY THE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION TO DETERMINE ITS APPROPRIATENESS IN LIGHT OF ANY DETERMINATIONS MADE BY A COURT OF COMPETENT JURISDICTION PURSUANT TO ARTICLE 10 OF THE MENTAL HYGIENE LAW.
- SC37a ☐ 37. PURSUANT TO THE AUTHORITY CONFERRED UPON THE NEW YORK STATE BOARD OF PAROLE UNDER SECTION 70.45(3) OF THE N.Y. PENAL LAW TO IMPOSE CONDITIONS OF RELEASE UPON AN INDIVIDUAL SERVING A DETERMINATE SENTENCE WHO IS TO BE RELEASED TO THE JURISDICTION OF THE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION TO SERVE A PERIOD OF POST-RELEASE SUPERVISION, IT IS HEREBY DETERMINED THAT AS A CONDITION OF YOUR POST-RELEASE SUPERVISION, YOU
- SC37b ☐ 37. SHALL BE TRANSFERRED TO AND PARTICIPATE IN THE PROGRAMS OF A RESIDENTIAL TREATMENT FACILITY, AS THAT TERM IS DEFINED BY N.Y. CORRECTION LAW 55(2)(6) FOR A PERIOD OF TIME DEEMED APPROPRIATE BY THE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION, BUT IN NO EVENT SHALL SUCH PERIOD EXCEED SIX MONTHS FROM THE DATE OF YOUR ENTRANCE INTO SAID RESIDENTIAL TREATMENT FACILITY.
- SC38 ☐ 38. YOU SHALL NOT BE RELEASED UNTIL THE BOARD OF PAROLE AND DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION ARE INFORMED OF THE SEX OFFENDER RISK LEVEL THAT HAS BEEN OR WILL BE ESTABLISHED BY A COURT OF COMPETENT JURISDICTION PURSUANT TO CORRECTION LAW 168-N.
- SC39a ☐ 39. I WILL HAVE NO CONTACT DIRECTLY, INDIRECTLY, THROUGH THIRD PARTY, ELECTRONICALLY OR BY INITIATION OR RESPONSE WITH \_\_\_\_\_, I WILL ONLY HAVE CONTACT WITH ANY MINOR CHILDREN IN COMMON WITH \_\_\_\_\_ WITH APPROVAL AND SUPERVISION OF A FAMILY COURT ORDER OF THE PERMISSION OF THE PAROLE OFFICER. I WILL ENTER, COMPLETE, AND COMPLY WITH A DOMESTIC VIOLENCE OFFENDERS PROGRAM AS DIRECTED BY THE PAROLE OFFICER. I WILL ENTER, COMPLETE, AND COMPLY WITH A PARENTING COURSE AS DIRECTED BY THE PAROLE OFFICER.
- SC39b ☐ 39. I WILL NOT RESIDE WITH ANY PARTNER WITHOUT PRIOR WRITTEN PERMISSION OF THE PAROLE OFFICER. I WILL IMMEDIATELY PROVIDE THE PAROLE OFFICER OF THE CONTACT INFORMATION FOR ANY AND ALL RELATIONSHIPS I BECOME INVOLVED IN. I WILL PROVIDE A COPY OF ANY ACTIVE ORDER OF PROTECTION ISSUED AGAINST ME OR FOR MY PROTECTION TO THE PAROLE OFFICER WITHIN 48 HOURS OF BEING SERVED WITH THE ORDER. I WILL COMPLY WITH ANY AND ALL “ACTIVE” ORDERS OF PROTECTION.
- SC40a ☐ 40. I WILL NOT OWN, USE, POSSESS, PURCHASE OR HAVE CONTROL OF ANY COMPUTER, COMPUTER RELATED MATERIAL, ELECTRONIC STORAGE DEVICES AND/OR THE INTERNET UNLESS I OBTAIN PRIOR WRITTEN PERMISSION FROM MY PAROLE OFFICER. FURTHER MORE, IF APPROVED:  
IF I AM PERMITTED BY MY PAROLE OFFICER TO POSSESS A COMPUTER AT MY RESIDENCE, PERMISSION WILL BE GRANTED FOR ONLY ONE COMPUTER.  
I WILL PROVIDE ALL PERSONAL, BUSINESS, PHONE, INTERNET SERVICE PROVIDER, AND/OR CABLE RECORDS TO MY PAROLE OFFICER UPON REQUEST.
- SC40b ☐ 40. I WILL PROVIDE COPIES OF FINANCIAL DOCUMENTS TO MY PAROLE OFFICER UPON REQUEST. THESE DOCUMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, ALL CREDIT CARD BILLS, BANK STATEMENTS, AND INCOME TAX RETURNS.  
I WILL PROVIDE ALL USER ID’S AND PASSWORDS REQUIRED TO ACCESS THE COMPUTER, MY C.M.O.S. AND BIOS, INTERNET SERVICE PROVIDER, ANY/ALL EMAIL ACCOUNTS. INSTANT MESSAGING ACCOUNTS, ANY REMOVABLE ELECTRONIC MEDIA, INCLUDING BUT NOT LIMITED TO MEDIA SUCH AS SMART CARDS, CELL PHONES, THUMB DRIVES AND WEB VIRTUAL STORAGE.
- SC40c ☐ 40. I WILL PROVIDE MY PAROLE OFFICER WITH MY PASSWORD AND USER ID FOR ANY APPROVED DEVICE.  
I ACKNOWLEDGE THAT INDIVIDUALS WHO HAVE ACCESS TO MY COMPUTER SYSTEM AND/OR OTHER COMMUNICATION OR ELECTRONIC STORAGE DEVICES WILL ALSO BE SUBJECT TO MONITORING AND/OR SEARCH AND SEIZURE. I AGREE TO BE FULLY RESPONSIBLE FOR ALL MATERIAL, DATA, IMAGES AND INFORMATION FOUND ON MY COMPUTER AND/OR OTHER COMMUNICATION OR ELECTRONIC STORAGE DEVICES AT ALL TIMES.
- SC40d ☐ 40. I WILL NOT CREATE OR ASSIST DIRECTLY OR INDIRECTLY IN THE CREATION OF ANY ELECTRONIC BULLETIN BOARD SYSTEM, SERVICES THAT PROVIDE ACCESS TO THE INTERNET, OR ANY PUBLIC OR PRIVATE COMPUTER NETWORK WITHOUT PRIOR WRITTEN APPROVAL FROM MY PAROLE OFFICER.  
I WILL NOT USE ANY FORM OF ENCRYPTION, CRYPTOGRAPHY, STEGANOGRAPHY, COMPRESSION AND/OR OTHER METHOD THAT MIGHT LIMIT ACCESS TO, OR CHANGE THE APPEARANCE OF, DATA AND/OR IMAGES WITHOUT PRIOR WRITTEN APPROVAL FROM MY PAROLE OFFICER.
- SC40e ☐ 40. I WILL NOT ATTEMPT TO CIRCUMVENT, ALTER, INHIBIT, OR PREVENT THE FUNCTIONING OF ANY MONITORING OR LIMITING EQUIPMENT, DEVICE OR SOFTWARE THAT HAS BEEN INSTALLED BY OR AT THE BEHEST OF, OR IS BEING UTILIZED BY, THE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FOR THE PURPOSES OF RECORDING, MONITORING OR LIMITING MY COMPUTER OR INTERNET USE AND ACCESS, NOR WILL I TAMPER WITH SUCH EQUIPMENT, DEVICE OR SOFTWARE IN ANY WAY.
- SC40f ☐ 40. I WILL COOPERATE WITH UNANNOUNCED EXAMINATIONS DIRECTED BY MY PAROLE OFFICER OF ANY AND ALL COMPUTER(S) AND/OR OTHER ELECTRONIC DEVICE(S) TO WHICH I HAVE ACCESS. THIS INCLUDES ACCESS TO ALL DATA AND/OR IMAGES STORED ON HARD DISK DRIVES, FLOPPY DISKETTES, CD ROMS, OPTICAL DISKS, MAGNETIC TAPE, CELL PHONES, AND/OR ANY STORAGE MEDIA WHETHER INSTALLED WITHIN A DEVICE OR REMOVABLE.  
I WILL INSTALL OR ALLOW TO BE INSTALLED, AT MY OWN EXPENSE, EQUIPMENT AND/OR SOFTWARE TO MONITOR OR LIMIT COMPUTER USE.
- SC41A ☐ 41. YOU SHALL INSTALL AND MAINTAIN, IN ACCORDANCE WITH THE PROVISIONS A&B OF SECTION 1198 OF THE N.Y. VEHICLE AND TRAFFIC LAW, AN IGNITION INTERLOCK DEVICE IN ANY MOTOR VEHICLE OWNED OR OPERATED BY YOU DURING THE PERIOD OF YOUR COMMUNITY SUPERVISION. THIS CONDITION DOES NOT AUTHORIZE YOU TO OPERATE A MOTOR VEHICLE IN THE EVENT YOUR LICENSE OR PRIVILEGE TO OPERATE A MOTOR VEHICLE HAS BEEN REVOKED OR SUSPENDED
- SC41B ☐ 41. PURSUANT TO THE PROVISIONS OF THE VEHICLE AND TRAFFIC LAW OR THE LAWS OF ANY OTHER STATE. YOU MAY OBTAIN A LICENSE TO OPERATE A MOTOR VEHICLE ONLY WITH THE PRIOR WRITTEN PERMISSION OF YOUR PAROLE OFFICER. IF YOU POSSESS A LICENSE TO OPERATE A MOTOR VEHICLE, YOU MAY OPERATE A MOTOR VEHICLE ONLY WITH THE PRIOR WRITTEN PERMISSION OF YOUR PAROLE OFFICER AND IN ACCORDANCE WITH THIS CONDITION OF RELEASE.
- SC42 ☐ 42. I WILL SUBMIT TO PHOTO IMAGING EVERY 90 DAYS, OR WHENEVER DIRECTED BY MY PAROLE OFFICER OR OTHER REPRESENTATIVE OF THE N.Y.S. DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION.

POST-INTERVIEW FACILITY STAFF WORKSHEET

NAME: \_\_\_\_\_ DIN: \_\_\_\_\_ NYSID: \_\_\_\_\_

DID THE COMMISSIONER MENTION ANY OF THE FOLLOWING AS A REASON FOR DENIAL (CHECK ALL THAT APPLY):

- ☐ ABSCONDED/REMOVED/FAILED IN TEMP/WORK RELEASE PROGRAM; FURLOUGH FAILURE
- ☐ SERIOUS DISCIPLINE HISTORY OR RECENT DISCIPLINE PROBLEM; KEEPLOCK; SHU; TIER I, II, OR III
- ☐ FAIL TO DEAL WITH ALCOHOL/DRUG PROBLEM OR FURTHER TREATMENT; ASAT
- ☐ EXTREME/EXCESSIVE USE OF VIOLENCE AGAINST VICTIM(S) (BY INMATE AND/OR ACCOMPLICES)
- ☐ PREYED UPON A PARTICULARLY VULNERABLE VICTIM(S) (CHILD-ELDERLY-DISABLED)
- ☐ HISTORY OF PROBATION/PAROLE FAILURES
- ☐ INVOLVED WEAPON USAGE/SHOTGUN
- ☐ HISTORY OF ASSAULTIVE BEHAVIOR
- ☐ LENGTHY PRIOR CRIMINAL BEHAVIOR
- ☐ REFUSED TO APPEAR (INTERVIEWED IN ABSENTIA)
- ☐ NEEDS TO PARTICIPATE IN PSYCHOTHERAPY; MSE, MHSE; MENTAL STATUS EVALUATION; MENTAL HEALTH STATUS EVALUATION
- ☐ ACQUIRE GED OR ADDITIONAL ACADEMIC/VOCATION SCHOOLING
- ☐ SHOWS NO REMORSE OR RECOGNITION OF GUILT
- ☐ FURTHER INSTITUTIONAL PROGRAM (WHEN COMMISSIONER HAS NOT SPECIFIED)
- ☐ DA/JUDGE IS OPPOSED TO INMATES RELEASE
- ☐ OFFENSE INVOLVED LARGE QUANTITIES OF DRUGS
- ☐ MULTIPLE VICTIM
- ☐ BIZARRE NATURE OF OFFENSE
- ☐ MULTIPLE OFFENSES/MULTIPLE COUNTS
- ☐ OFFENSE WAS AMONG A SERIES OF OFFENSES
- ☐ OFFENSE COVERED LONG SPAN OF TIME
- ☐ HIGH DEGREE OF SOPHISTICATION INVOLVED IN OFFENSE(S)
- ☐ ALTHOUGH VICTIM WAS INITIATOR
- ☐ ALTHOUGH INVOLVEMENT OF OFFENSE WAS MINIMAL
- ☐ SERIOUSNESS OF THE OFFENSE
- ☐ INVOLVED LARGE AMOUNT OF MONEY
- ☐ MORE THAN ONE PERPETRATOR/ACTING IN CONCERT WITH OTHERS
- ☐ ESCALATION OF CRIMINAL BEHAVIOR
- ☐ DESPITE MINIMAL PRIOR CRIMINAL BEHAVIOR
- ☐ UNSATISFACTORY PAROLE PLAN
- ☐ PATTEN OF SIMILAR OFFENSES
- ☐ OFFENSE INCLUDED SEXUAL ABUSE
- ☐ CAUSED DEATH OF VICTIM
- ☐ RESENTENCE/COURT ORDER
- ☐ PIE CREDIT
- ☐ NEEDS SEX OFFENDER COUNSELING
- ☐ INVOLVEMENT IN OFFENSE BY COERCION/DURESS

POSTPONEMENTS:

- ☐ COMPLETION OF RECORDS
- ☐ INMATE NOT PRODUCED
- ☐ PSYCHIATRIC REPORT; MSE; MHSE; MENTAL STATUS EVALUATION; MENTAL HEATH STATUS EVALUATION
- ☐ NO CONSENSUS
- ☐ NO SENTENCING MINUTES
- ☐ INMATE REFUSAL
- ☐ PAROLE BOARD COMMISSIONER RECUSAL
- ☐ REQUIRES AN INTERPRETER
- ☐ REASONABLE ACCOMMODATION REQUIRED





## DIN:

[illegible]

**STATE OF NEW YORK - DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**  
**ATTENTION: COMMUNITY SUPERVISION OPERATIONS**  
**THE HARRIMAN STATE CAMPUS – BUILDING 2**  
**1220 WASHINGTON AVENUE**  
**ALBANY, NEW YORK 12226-2050**

**APPLICATION FOR LOCAL CONDITIONAL RELEASE (LCR) – NYS PENAL LAW §70.40 (2)**

**SECTION A**

**Local Conditional Release (LCR) Penal Law §70.40 (2)**

An inmate who is serving one, or more than one, definite sentence of imprisonment for a qualifying offense (see below “Ineligible Inmate”) with a term or an aggregate term in excess of ninety (90) days may, upon the inmate’s request and submission of an application for Local Conditional Release (LCR), and after consideration and approval by the New York State Board of Parole, be conditionally released to supervision within the community after service of at least sixty (60) days of the term. The sixty (60) day requirement includes any credit for pre-sentence jail time. If an inmate is serving consecutive sentences, the aggregate of such sentences cannot exceed two (2) years. Local Conditional Release (LCR) shall be at the discretion of the New York State Board of Parole. An inmate must serve a minimum period of thirty (30) days before applying for Local Conditional Release (LCR). Before being released from a local jail or local correctional facility to serve a period of LCR supervision, the inmate must agree, in writing, to all conditions governing their release.

If an inmate is granted local conditional release, the releasee will be under the legal jurisdiction of the Department of Corrections and Community Supervision (DOCCS) and supervised by a Parole Officer for a period of one year from the date of release. A violation of the conditions of release may result in a revocation of local conditional release and return to a local correctional facility (jail).

**Ineligible Inmate:** Inmates sentenced to definite term(s) for offenses making them ineligible for a merit time allowance under section 803 of the Corrections Law; inmates previously convicted of offenses making them ineligible for a merit time allowance under section 803 of the Correction Law; and inmates sentenced to definite terms(s) by Family Court or those serving intermittent sentence(s) or split sentence(s) are ineligible for Local Conditional Release (LCR) consideration. Inmates resentenced on a probation violation and those inmates required to serve a period of probation, subsequent to release on a definite sentence, are also ineligible for Local Conditional Release (LCR).

**SECTION B**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

County Correctional Facility: \_\_\_\_\_ NYSID: \_\_\_\_\_

Date Incarcerated: \_\_\_\_\_ Inmate ID No: \_\_\_\_\_

Length of Sentence: \_\_\_\_\_

**PROPOSED RESIDENCE IF RELEASED:**

Street & Apt. No: \_\_\_\_\_

City & State: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Name and Relationship of All Persons Living at the Residence: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### SECTION C

#### PROPOSED EMPLOYMENT IF KNOWN:

Type of Employment: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Street: \_\_\_\_\_

City & State: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Contact Person or Representative: \_\_\_\_\_

Have you Previously Worked for this Employer? \_\_\_\_\_ Yes \_\_\_\_\_ No

#### PROPOSED TREATMENT PROGRAM IF KNOWN:

Type of Program: \_\_\_\_\_

Name of Program: \_\_\_\_\_

Street: \_\_\_\_\_

City & State: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Has The Program Agreed to Accept You? \_\_\_\_\_ Yes \_\_\_\_\_ No

Who Will Pay for the Treatment? \_\_\_\_\_

### CERTIFICATION

I certify that I have read and that I understand Section A of this application, and that I have completed Sections B and C. I understand that this application will only be considered if I am determined to be eligible and I have served at least thirty (30) days on this sentence, prior to application.

I agree to abide by the conditions established by the New York State Board of Parole and any additional special conditions that may be imposed by my Parole Officer. I understand that, if I am granted Local Conditional Release (LCR), I will be under the legal jurisdiction of the Department of Corrections and Community Supervision (DOCCS) for a period of one (1) year from the date of release. If I am not granted Local Conditional Release, I understand that I cannot reapply during the present term of incarceration.

I understand that I will be required to make office reports on a regular basis and that my Parole Officer will make unannounced visits to my residence and place of employment. I will be required to pay a monthly supervision fee in the amount of \$30.00 to the New York State Department of Corrections and Community Supervision. I understand that my person, residence, and property will be subject to search and inspection by my Parole Officer. I may be required to abide by a curfew and I understand that I may be required to submit to periodic drug and alcohol testing.

I understand that I must remain within the confines of the county of confinement and/or any area defined by my Parole Officer, and I may not travel outside these boundaries unless I receive prior approval from my Parole Officer. I will fully comply with any additional conditions of release that are imposed by the Board of Parole or my Parole Officer.

I HEREBY APPLY FOR LOCAL CONDITIONAL RELEASE (LCR) CONSIDERATION.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF NEW YORK DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION  
PAROLE BOARD REPORT

CORRECTIONAL FACILITY

PAROLE BOARD TYPE/ DATE: TYPE MONTH YEAR

NAME:	RECEIVED DATE:	CMC: A <input type="checkbox"/>	B <input type="checkbox"/>
DOB:	DIN:	NYSID:	FBI:
PE DATE:	CR DATE:	ME DATE:	

PRS: \_\_\_\_ years PV NT: Yes ☐ No ☐ TIME ON PAROLE: \_\_\_\_ TIME SERVED: \_\_\_\_ months

CRIMES OF COMMITMENT, FELONY CLASSES, SENTENCE, PLEA OR VERDICT, COMMIT COUNTY

EEC: ISSUED ☐ DENIED ☐ NON-CERTIFIABLE ☐ INELIGIBLE / N/A ☐

OFFICIAL STATEMENTS: JUDGE - Yes ☐ No ☐ DA - Yes ☐ No ☐ DEF ATTY - Yes ☐ No ☐

SENTENCING MINUTES: Yes ☐ No ☐ IF NO, DATE(S) REQUESTED:

CO-DEFENDANT: NAME/NYSID STATUS

DETAILED PRESENT OFFENSE:

OFFENDER STATEMENT:

CRIMINAL HISTORY: Warrant: Yes ☐ No ☐ ICE: Yes ☐ No ☐  
IF YES, EXPLAIN:

NEW YORK STATE – CLICK HERE

JUVENILE: Yes ☐ No ☐ OUT OF STATE: Yes ☐ No ☐ FEDERAL: Yes ☐ No ☐  
IF YES, EXPLAIN:

CERTIFICATE OF RELIEF: Eligible ☐ Ineligible ☐ Youthful Offender ☐

INTERPRETER NEEDED: Yes ☐ No ☐ IF YES, LANGUAGE:

PROPOSED RESIDENCES:

PRIMARY:

ALTERNATE:

PROPOSED EMPLOYMENT:

Drop Down List, ORC

Date:

Drop Down List, SORC

Date:

**CONFIDENTIAL REPORT: TYPE MONTH YEAR**

**OFFENDER NAME:**                      **DIN:**                      **NYSID:**

**CONFIDENTIAL FILE:**        Yes ☐ No ☐

**SUPERVISION AND INVESTIGATION CONCERNS:**

**ACTIVE OR PRIOR ORDERS OF PROTECTION:** Yes ☐ No ☐

If Yes, Dates of OOP:                      , Expiration Dates:

Name(s)/Relationship(s):

**PAST BEHAVIORS:**

**HISTORY OF COMMUNITY SUPERVISION:**

**INTELLIGENCE INFORMATION:** Gang affiliation / Tattoos / Information from Bureau Special Services (BSS):

**SEX OFFENDER HISTORY:** Yes ☐ No ☐                      If Yes, Risk Level:

**MENTAL HEALTH:** Level                      OMH Evaluations (dates/ diagnosis):

**MEDICAL CONCERNS:** Yes ☐ No ☐                      Level

If Yes, Explain:

**DISCHARGE PLAN::** Yes ☐ No ☐

**FAMILY INFORMATION:**

**DOMESTIC VIOLENCE HISTORY:**

Active or Prior Orders of Protection: Yes ☐ No ☐

If Yes, Dates of OOP:                      , Expiration Dates:

Name(s)/Relationship(s):

**FINANCIAL INFORMATION:**

**VICTIM INFORMATION:** Check all applicable.

**Stranger:** Adult ☐ 65 and Over ☐ Under 18 ☐ Under 13 ☐

**Non-stranger:** Adult ☐ 65 and Over ☐ Under 18 ☐ Under 13 ☐

**Non-stranger's Victim's Relationship to Offender:**

Grandparent ☐ Parent ☐ Spouse ☐ Child ☐ Sibling ☐

Aunt ☐ Uncle ☐ Cousin ☐ Girlfriend/Boyfriend ☐

**Non-Stranger Other:** ☐ (This could mean a person's neighbor/employer/friend.)

**Law Enforcement:** ☐

**Multiple Victims:** ☐

**Unknown:** ☐

**ENEMIES NOTED:**

**GUN OFFENDER REGISTRATION ACT (GORA) FORM COMPLETED AND ON FILE (NYC only):** Yes ☐ No ☐

**SUMMARY/EVALUATION**