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The following Decision is distributed for your information. This Decision has been made in consideration of the specific facts of this case. This Decision is not to be interpreted as establishing any new mandatory policy or procedure otherwise officially promulgated.

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

FINAL DECISION

OAL DKT. NO. HPW **07743-25 B.P.**

AGENCY DKT. NO. **C220965013 (MONMOUTH COUNTY DIV. OF SOC. SVCS)**

Petitioner appeals from the Respondent Agency's termination of Emergency Assistance ("EA") benefits and the imposition of a six-month period of ineligibility for EA benefits due to violation of shelter rules. Because Petitioner appealed, the matter was transmitted to the Office of Administrative Law for a hearing. On September 5, 2025, the Honorable Nicole T. Minutoli, Administrative Law Judge ("ALJ"), held a telephonic plenary hearing, took testimony, and admitted documents. On September 18, 2025, the ALJ issued an Initial Decision, affirming the Agency's determination.

No Exceptions to the Initial Decision were received.

As Assistant Commissioner, Division of Family Development ("DFD"), Department of Human Services, I have reviewed the ALJ's Initial Decision and the record, and I hereby MODIFY the ALJ's Initial Decision, and AFFIRM the Agency's determination, based on the discussion below.

EA benefits shall not be provided for a period of six months to adult recipients who are terminated from an EA placement when the termination is the result of the recipient's actions, without good cause, which may include, but are not limited to, "[t]hreatening and/or disruptive behavior that affects the operations of the shelter or the safety of other residents." See N.J.A.C. 10:90-6.3(c), (3).

EA benefits recipients are required to develop and sign an SP with the Agency. See N.J.A.C. 10:90-6.6(a). Failure to comply with the requirements identified in the SP, without good cause, shall result in the termination of EA benefits and the imposition of a six-month period of EA ineligibility. Ibid.

Here, the record reflects that Petitioner applied for EA benefits, and signed an Interim EA service plan ("SP") wherein he agreed, among other things, to comply with all rules and regulations of his housing placements on February 5, 2024. See Initial Decision at 2; see also Exhibits R-1 at 5-11, R-2 at 12-13. Petitioner was placed at a motel where, in addition to the previously executed SP, he signed Emergency Assistance Placement Rules and the motel Guest Rules. See Initial Decision at 2; see Exhibits R-2 at 12-15, R-3 at 15. Thereafter, on March 8, 2024, Petitioner signed a new SP and Emergency Assistance Placement Rules. See Initial Decision at 2; see also Exhibits R-4 at 16-17, R-4a at 18. On May 31, 2024, Petitioner signed another new SP and Emergency Assistance Placement Rules. See Initial Decision at 2; see also Exhibit R-5 at 19-21, R-5a at 22.

On December 2, 2024, Petitioner was involved in an altercation with another motel guest. See Initial Decision at 3. Petitioner had contacts with the Agency during January and February 2025, during which he was reminded of the placement rules and terms of his SP, specifically regarding visitors to his motel room. Ibid. On April 17, 2025, a motel



guest phoned law enforcement, claiming that a visitor to Petitioner's motel room was harassing her, which led to Petitioner advising law enforcement that his visitor was intoxicated and yelling through the motel wall, which led to the visitor being removed from the motel premises. Ibid.; see also Exhibit R-7 at 25-27. On April 21, 2025, following this incident, the motel requested that Petitioner be placed elsewhere, noting that he was regularly violating the motel's visitor policy. See Initial Decision at 3. An Agency representative contacted Petitioner regarding his relocation, at which time Petitioner became angry and made offensive comments to the Agency representative. Ibid. The Agency representative then contacted the motel, at which time, during the phone conversation, the Agency representative heard an aggressive confrontation between Petitioner and the motel employee such that the Agency representative became concerned for the employee's safety and called the police for assistance. Ibid. Petitioner also contacted the police. Ibid. The April 21, 2025 incident resulted in law enforcement advising Petitioner to stay away from the motel management office. Ibid.; see also Exhibit R-7a at 28-29. On April 21, 2025, the Agency notified Petitioner that his EA benefits would terminate effective May 20, 2025. See Initial Decision at 4; see also Exhibit R-9 at 31-38.

The ALJ found, and the record substantiates, that Petitioner's EA benefits were terminated for violating shelter rules by having numerous visitors on multiple occasions for extended periods of time in his motel room, and for engaging in threatening/disruptive actions, specifically on April 17, 2025. See Initial Decision at 5; see also Exhibit R-7. Petitioner continued to engage in threatening/disruptive behavior on April 21, 2025 when he had a confrontation with the motel manager which required police intervention and directly violated the terms of his EA SP and the placement rules. See Initial Decision at 5; see also Exhibit R-9. Based on the foregoing, the ALJ concluded that Petitioner had engaged in disruptive behaviors at his EA motel placement, and therefore, the Agency's termination of Petitioner's EA benefits, was proper and must stand. See Initial Decision at 5; see also N.J.A.C. 10:90-6.6. I agree.

The ALJ further found that the April 21, 2025 termination notice failed to advise Petitioner as to the imposition of the six-month period of EA benefits ineligibility and the ALJ therefore concludes that a six-month period of EA ineligibility should not be imposed. Respectfully, I disagree. A review of the April 21, 2025 termination notice indicates that the following language was included, "N.J.A.C. 10:90-6.6(a) Failure to comply with the mandatory activities of the service plan without good cause shall result in the termination of EA benefits for a period of 6 months." See Exhibit R-9. In addition, the SPs and Emergency Assistance Placement Rules include language that put Petitioner on notice regarding the imposition of a six-month period of EA ineligibility if he engaged in disruptive behaviors. See Exhibits R-2, R-2a, R-4, R-4a, R-5, R-5a. Therefore, as I agree with the ALJ's conclusion, that the EA termination was proper, in accordance with regulatory authority set forth at N.J.A.C. 10:90-6.6(a), and that Petitioner received notice that the disqualification may be made due to non-compliance with his SP, I hereby also affirm the Agency's imposition of a six-month EA ineligibility penalty upon Petitioner. See Initial Decision at 5; see also Exhibits R-2, R-2a, R-4, R-4a, R-5, R-5a, R-9, and N.J.A.C. 10:90-6.6(a). The Initial Decision is modified to reflect this finding.

By way of comment, as Petitioner has received continued benefits pending the fair hearing, Petitioner's six-month EA ineligibility penalty shall begin to run upon issuance of this Final Agency Decision.

By way of further comment, the Agency shall refer Petitioner to any and all agencies and organizations that may be able to assist with his current needs, including Social Services for the Homeless.

Accordingly, the Initial Decision is hereby MODIFIED, and the Agency's determination is AFFIRMED, as outlined above.

Officially approved final version. November 06, 2025

Natasha Johnson
Assistant Commissioner

