

ALLEGHENY COUNTY HEALTH DEPARTMENT
ADMINISTRATIVE HEARING

RECOVERY UNITED PROPERTY	:	In re: Recovery United
ACQUISITION, LLC and JOHN MILLER,	:	Docket No. ACHD-19-025
	:	
Appellants,	:	
	:	
v.	:	
	:	
ALLEGHENY COUNTY HEALTH	:	
DEPARTMENT,	:	
	:	
Appellee.	:	
	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (hereafter “Consent Agreement”) is made and entered by and between the Allegheny County Health Department (hereafter the “ACHD”) and Recovery United Property Acquisition, LLC and John Miller (hereinafter jointly referred to as “Recovery United”).

WHEREAS, the ACHD is a local health agency organized under Local Health Administration Law, Act 315 of August 24, 1951, P.L. 1304, as amended, 16 Pa.C.S. §12001 et seq., whose powers and duties include the enforcement of laws relating to public health within Allegheny County, including the Allegheny County Health Department's Rules and Regulations, Article VI, Housing and Community Environment (hereinafter “Article VI”); and

WHEREAS, Recovery United Property Acquisition, LLC is a limited liability corporation organized under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, John Miller, an individual, is a member of Recovery United Property Acquisition, LLC and Chief Executive Officer of Recovery United Pittsburgh, Inc.; and

WHEREAS, Recovery United Pittsburgh, Inc., formerly known as Recovery United Pittsburgh Foundation Inc., is a Pennsylvania non-profit organization that provides housing, education, support, and training to people in recovery from drug and alcohol addiction; and

WHEREAS, John Miller is the owner of the subject properties at 2218 Dellrose Street, Pittsburgh, PA 15210, 2254 Brownsville Road, Pittsburgh, PA 15210, 2044 Brownsville Road, Pittsburgh, PA 15210, and 3 Wynoka Street, Pittsburgh, PA 15210; and

WHEREAS, Recovery United Property Acquisition, LLC is the owner of the subject property at 623 Brookline Boulevard, Pittsburgh, PA 15226; and

WHEREAS, Recovery United Pittsburgh, Inc. rented the residential properties at 623 Brookline Blvd., 2218 Dellrose St., 2044 Brownsville Rd., 2254 Brownsville Rd., and 3 Wynoka St., all of which are located in the City of Pittsburgh, Allegheny County, Pennsylvania, for the purpose of using those properties as recovery housing for individuals with drug and alcohol addiction (hereafter collectively referred to as the “subject properties”); and

WHEREAS, Article VI defines “rooming house” as “Any dwelling or part of any dwelling that contains one (1) or more rooming units, which space the operator has let to four (4) or more persons who are not related by blood, marriage or adoption, exclusive of usual servants, including boarding homes, whether or not operated for profit”; and

WHEREAS, during the time period relevant to the appeal, Recovery United Pittsburgh, Inc. leased each of the subject properties to 4 or more persons who were not related by blood, marriage, or adoption; and

WHEREAS, on April 18, 2018, September 10, 2018, and November 1, 2018, the ACHD issued Notices of Violation against Recovery United alleging that the subject properties were being operated as “rooming houses” without a proper permit from the ACHD and that the ACHD was

denied entry to inspect the properties. Per the November 1, 2018 Notice, the ACHD levied a civil penalty of \$2,500.00 against Recovery United for each of the subject properties, totaling \$12,500.00; and

WHEREAS, on December 3, 2018, Recovery United appealed the civil penalties levied against the subject properties (Docket No. ACHD-18-058, consolidated at Docket No. ACHD-19-025); and

WHEREAS, neither Recovery United Pittsburgh, Inc., Recovery United Property Acquisition, LLC, nor John Miller ever held permits from the ACHD to operate rooming houses at the subject properties; and

WHEREAS, on December 28, 2018, Recovery United submitted a variance request for the subject properties regarding the applicability of the “rooming house” designation for the subject properties. As part of the variance request process, Recovery United submitted applications for ACHD permits to operate rooming houses at 2218 Dellrose St., 2044 Brownsville Rd., 2254 Brownsville Rd., and 623 Brookline Blvd. An ACHD permit application to operate a rooming house at 3 Wynoka St. had been submitted at an earlier date. Plan review fees were not submitted with any of these applications. Recovery United also submitted applications for designation of the subject properties as Public Service Rooming Houses; and

WHEREAS, Recovery United no longer leases the subject properties to Recovery United Pittsburgh, Inc. to be used in a capacity that would subject them to designation as a “rooming house” under the ACHD’s Rules and Regulations; and

WHEREAS, on January 3, 2022, the ACHD administrative tribunal dismissed the appeal filed on May 30, 2019 by Recovery United (Docket No. ACHD-19-020, consolidated at Docket No. ACHD-19-025) by mutual consent of the Parties; and

NOW THEREFORE, without any final determination or admission of fact or law, intending to be legally bound hereby, with the consent of the Parties and their mutual desire to amicably resolve Recovery United's appeal, Docket No. ACHD-18-058, it is hereby **AGREED, ORDERED** and **DECREED** as follows:

1. The Parties represent that the above recitals are true and accurate to the best of their knowledge.

2. Solely for the purposes of this Consent Agreement and the underlying violations, Recovery United waives all objections and defenses it may have to jurisdiction or venue. Recovery United shall not challenge ACHD's jurisdiction to enter into or to enforce this Consent Agreement.

3. The Parties agree that as a consequence of Recovery United's appeal, the Hearing Officer of the Allegheny County Health Department maintains jurisdiction over the matters currently on appeal, and therefore, jurisdiction over the resolution of said matters presently on appeal.

4. Recovery United shall pay the ACHD a total of \$2,555.00. Payment shall be made over six installments and received by the ACHD by or before 4:00pm on each of the following dates with the following amounts:

\$430.00 by February 11, 2022

\$425.00 by March 11, 2022

\$425.00 by April 8, 2022

\$425.00 by May 6, 2022

\$425.00 by June 3, 2022

\$425.00 by July 1, 2022

- a. Payment shall be made by money order or the like, made payable to the “Environmental Health Fund”, and mailed to Allegheny County Health Department, c/o Alan Ezzeddine, 542 Fourth Avenue, Pittsburgh, PA 15219.
 - b. In the event Recovery United fails to comply in a timely manner with making a payment due under the terms of this Consent Agreement, Recovery United shall be in violation of this Consent Agreement and shall pay the full penalty of \$12,500.00 immediately.
 - c. Any payment shall neither waive Recovery United’s duty to meet its obligations under this Consent Agreement nor preclude the ACHD from commencing an action to compel Recovery United’s compliance with the terms and conditions of this Consent Agreement.
5. Within 30 days of entry of this Consent Agreement, Recovery United shall file with the ACHD Hearing Officer a stipulation to withdraw Recovery United’s appeal, filed on December 3, 2018.
6. Upon the ACHD receiving full payment due under the terms of this Consent Agreement, Recovery United shall be absolved of penalties assessed against it in the November 1, 2018 Notices.
7. The Parties do not authorize any other persons to use the findings in this Consent Agreement in any matter or proceeding.
8. Nothing herein is intended to limit the authority of the ACHD with respect to violations that may have occurred prior or subsequent to the date of this Consent Agreement, if any, or to limit the authority of ACHD to seek further enforcement of this Consent Agreement.

9. In the event that Recovery United fails to comply with any provision of this Consent Agreement, the ACHD may, in addition to any remedies prescribed herein, pursue any remedy available under law, including an action to enforce this Consent Agreement. The ACHD shall provide Recovery United with written notice of Recovery United's failure to comply with any provision of this Consent Agreement that specifies the specific provision with which Recovery United has failed to comply and shall provide Recovery United with ten (10) days to cure any default prior to pursuing any remedy available under law, including an action to enforce this Consent Agreement. Notice shall be sent to Recovery United's legal counsel and directly to Recovery United at 133 Stevens Ridge Drive, Jefferson Hills, PA 15025.

10. The paragraphs of this Consent Agreement shall be severable, and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the Parties.

11. The provisions of this Consent Agreement shall apply to, be binding upon, and inure to the benefit of the ACHD, Recovery United, and upon their respective officers, directors, agents, contractors, employees, servants, successors, and assigns.

12. The undersigned representative of Recovery United certifies that he or she is fully authorized to execute this Consent Agreement on behalf of Recovery United, and to legally bind Recovery United to this Consent Agreement.

13. This Consent Agreement shall constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for the purposes of determining the meaning or intent of any provisions herein in any litigation or other proceeding.

14. The Parties shall bear responsibility for their respective attorneys' fees, expenses, and other costs with regard to the prosecution or defense of this matter or any related matters arising prior to the execution of this Consent Agreement.

15. This Consent Agreement may be modified only by written agreement of the Parties hereto.

16. This Consent Agreement may be signed by the Parties in counterparts which together shall constitute one and the same agreement among the Parties. Signatures sent via facsimile or electronic mail shall constitute original signatures for purposes of this Consent Agreement.

17. This Consent Agreement shall take effect as of the last signature hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Consent Agreement to be executed by their duly authorized representatives. The Parties hereby declare that the terms of this Consent Agreement have been completely read, all signing Parties have had the opportunity to fully discuss the terms of this Consent Agreement with legal counsel of their choice if they so choose, that the terms of the Consent Agreement are fully understood and voluntarily accepted, and they agree to be legally bound by all the terms of this Consent Agreement. Each of the undersigned representatives of Recovery United and ACHD certify under penalty of law, as provided by 18 Pa.C.S. § 4904, that he or she is authorized to execute this Consent Agreement on behalf of his or her respective Party; that Recovery United consents to the entry of this Consent Agreement as a final ORDER of the ACHD; and that, except as otherwise provided herein, Recovery United hereby knowingly waives its right to appeal this Consent Agreement and to challenge its content or validity, which rights may be available under Article XI of the ACHD

Rules and Regulations for Hearings and Appeals, and Pennsylvania Administrative Agency Law,
2 Pa.C.S. §103(a), or any other applicable provision of law.

By:

1/24/22
Date



John Miller
CEO of Recovery United Pittsburgh, Inc.
President of Recovery United Property Acquisition, LLC

1/31/2022
Date



Lori Horowitz
Program Manager
Housing and Community Environment Program
Allegheny County Health Department

1/31/2022
Date



Max Slater, Esq.
Administrative Hearing Officer
Allegheny County Health Department