
Request for ACRE Review- Porter Township-Logging

From John De Santis <redrock@verizon.net>

Date Mon 7/20/2026 9:37 AM

To ACRE Shared Mailbox <acre@attorneygeneral.gov>

Cc Doug Beaulieu <dbeaulieu@baillie.com>; George Thompson <wildbulld85@aol.com>; Scott Marshall <stmkap@gmail.com>; Jeff Anders <jeffreanders8@gmail.com>

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Request for ACRE Review- Porter Township-Logging

ACRE Shared Mailbox <acre@attorneygeneral.gov>

Dear Sir,

I am a member and the Secretary of **Timberline Sportsmen**, a hunting club that owns 157 acres of wood land at the end of **Whittaker Farm Road**, Porter Township, PA. Because **Whittaker Farm Road** serves as a local/DCNR forest access road, the drainage culverts are installed to state "Dirt and Gravel Road" standards. **Whittaker Farm Road** is approximately 2.5 miles long. There are approximately twenty state cabins located on this road.

Porter Township maintains the first mile of road off **RT 402**. DCNR maintains the remaining 1.5 miles of road. Porter Township has had several projects to maintain and improve their portion of the road. Those projects were administered through the PA Dirt and Gravel Program.

November 12, 2025 **Timberline Sportsmen** entered into an agreement with **Wagner Hardwoods** to perform a selective harvest of trees on our property. **Wagner Hardwoods** informed **Timberline Sportsmen** that they would check with PA DCNR and Porter Township about any permit requirements. Since January 2026 **Wagner Hardwoods** has been going back and forth with Porter Township trying to resolve the town's concerns over existing culverts under the town's portion of **Whittaker Farm Road**. **Wagner Hardwoods** has offered to install air bridges over the two culverts above **Saw Creek Stream**, and place steel plates over any drainage culverts.

The town informed **Wagner Hardwoods** that they were having an engineer evaluate the culverts to determine if they could carry the weight of logging trucks (this was never done). **Wagner Hardwoods** forwarded the Township copies of the PennDOT-221 and DCNR procedures to follow for posting a road. These procedures were never followed and the road has never been

posted. Subsequent to this, the Town sent [REDACTED] three different Road Use Agreements (RUA), the first requiring an RUA bond of \$500,000, then a revised RUA bond of \$200,000 and the latest requiring an RUA bond of \$10,000. Porter Township has never referenced any local ordinance as it relates to RUA's.

The issues are: Does Porter Township have the authority to:

- require [REDACTED] or anyone, i.e. the company that delivers propane to the state cabins, to pay a fee to use their portion of the road.
- require a Road Use Agreement and bond for timber harvest activity or any activity.
- dictate to [REDACTED] when they can perform logging on our property.

Due to the amount of time, it has taken for Porter Township to reach this agreement, our logging project if implemented in 2026 will run into the Hunting season. Therefore, the logging project will have to be postponed to 2027.

I respectfully request the Attorney General's Office to review the above and the attached information and make a ruling on this matter.

Thank you for your attention to this matter,

[REDACTED]

- [REDACTED] reached out to Porter Township to inquire about bonding the road. Porter Township has concerns over the two culverts above [REDACTED], which runs under [REDACTED], supporting the load of the logging trucks
- Over the past 10 years DCNR has completed 4 major logging operations in the immediate area. All the logging trucks associated with these operations brought the lumber out of the forest via [REDACTED]

There was never a problem with the culverts during these logging operations. Also, [REDACTED] was one of the companies that performed a logging operation during that time [REDACTED] was never required to post a Road Use Agreement (RUA) bond in the past.

- On March 13, 2026, Porter Township informed [REDACTED] that they were having an engineer evaluate the two culverts over [REDACTED] [REDACTED] to determine if they are safe to drive over with logging trucks.

- We understand that the Township had a site visit with [REDACTED] [REDACTED] to look at the culverts over the [REDACTED] It is our understanding that [REDACTED] has a program to replace culverts that are over Trout streams and would fund half of the project cost. Porter Township does not have the funds to cover their portion of the project.

- On March 20, 2026 [REDACTED] received an RUA from Porter Township asking [REDACTED] to post a \$500,000 bond for the road. No mention of the engineer report that was to have been completed. (Attachment A)

- April 8, 2026 [REDACTED] sent the Township Attorney the PennDot procedure 221 referencing the 7-step process on how to post a road along with security amounts that PennDOT uses. Typically, this process is followed prior to an agreement being developed and implemented. An agreement similar to that of the DCNR is typical of most municipalities. Usually, a video of the road prior to use is customary to document any prior existing damage, etc., followed by the same after the project completion. As previously mentioned, [REDACTED] is willing to bridge or protect the culverts by laying a steel plate or air bridge over them if your engineer thinks that will add protection and would be willing to meet on site to evaluate this accordingly.

- On May 7, 2026 [REDACTED] received a revised RUA from Porter Township asking [REDACTED] to post a \$200,000 bond for the road. No mention of the engineer report that was to have been completed. (Attachment B)

- On June 11, 2026 A supervisor for Porter Township asked for the name of a contact from [REDACTED] to discuss what we were trying to accomplish.

- On June 16, 2026 a member of [REDACTED] reached out to the Township Supervisor to discuss the logging operation. At that time, we asked the Township Supervisor for the results of the Engineer study on the Culverts. The supervisor told us that the inspection was never done because the Town could not afford to hire an engineer. The Supervisor also asked “what’s in it for Porter Township”?
- On June 22, 2026 a meeting took place at the Porter Township Municipal building. In attendance were Supervisors from Porter Township, a representative from [REDACTED] members of DCNR and members of [REDACTED] explained the steps they would take to protect the culverts under the road. It was explained that by installing an air bridge over each culvert the weight from the logging trucks would be carried on the air bridge and no weight would be directly on the culvert. This seemed to satisfy two of the township Supervisors and the representatives from DCNR. One remaining Supervisor was still not satisfied and is expecting a report from PA-DOT that he requested on June 18, 2026. He expects the report to specify the weight capacity of the culverts. One of the agenda items from the Township was the “costs for Porter Township research and monitoring road efforts”. The Township Supervisor expects the PA-DOT report by the end of June and will have a determination for [REDACTED] shortly after their July 6 Board Meeting.
- As of June 22, 2026, there have never been any weight limit signs posted on [REDACTED]
- On July 7, 2026 [REDACTED] received a second revised RUA from Porter Township dated July 6, asking [REDACTED] to post a \$10,000 bond for the road. [REDACTED] was also informed by phone that the weight limit for the culverts under [REDACTED] would be posted at 6 tons. Porter Township has never referenced a Township Ordinance as it relates to bonding or weight limits for this road. The RUA states that the harvesting of timber shall begin on or before June 1, 2026 and be completed on or before September 30, 2026. (Attachment C)
- In recent years, Porter Township also did maintenance on [REDACTED] [REDACTED]. They brought in numerous truckloads of material. There were also no issues with the culverts.

The following information was taken directly from a Safari search on June 23, 2026:

The culverts on [REDACTED] in Porter Township, Pike County, were primarily installed during the Phase 1 dirt and gravel road project completed in July 2021. Additional driveway culverts were subsequently approved and

added during a Phase 2 contract amendment in May 2023. It is our understanding that the culverts over [REDACTED] were not replaced during these projects.

Because [REDACTED] is unpaved and serves as a local/DCNR forest access road, the drainage culverts are installed to state "Dirt and Gravel Road" standards. These pipes are generally sized and buried to accommodate legal off-highway and logging weights, which correspond to typical state forestry management and heavy hauling limits.

The standard weight restriction for unposted state forest roads and public roads in Pennsylvania is a maximum gross vehicle weight (GVW) of 80,000 pounds, with standard axle caps of 20,000 pounds for a single axle and 34,000 pounds for tandem axles.

ATTACHMENT A, \$500,000 RUA

ROAD USE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026, by and between [REDACTED] of [REDACTED], hereinafter referred to as "User" and Porter Township, Pike County, hereinafter referred to as "Municipality":

WITNESSETH THAT

WHEREAS, User desires to use public roadways within Municipality to access User's operation; specifically, User has requested permission to use [REDACTED] in conjunction with the harvesting of timber on lands of DCNR with vehicles that will exceed 10 tons and,

WHEREAS, the parties recognize that the municipality's roads were not designed for and may not withstand the heavy truck traffic and overweight vehicles of User's operations; and,

WHEREAS, the public roadways to be used are described on "Exhibit A", namely [REDACTED] having a total length of about one mile for the purpose of hauling wood products and equipment and are described herein as "Roadway"; and,

WHEREAS, as a condition to the use of the Roadway by the User, Municipality is requiring the User to execute this agreement to obligate the User to maintain the municipal roads which it makes use of in the same or better condition the Roadway had been in prior to the commencement of User's operations, and to maintain the Roadway in a good state of repair during the User's operation; and,

WHEREAS, in order to secure the User's obligation to maintain the municipal Roadway, the User is required to execute this agreement to set forth the User's promise, covenant and agreement to maintain the Roadway and/or to reimburse Municipality for the cost of repairs and maintenance of the Roadway.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. User agrees that its use of [REDACTED] for purposes of harvesting timber shall begin on or before June 1, 2026 and shall be completed on or before September 30, 2026.
2. Unless sooner terminated as provided herein, User may request an extension of time to complete as long as said request is made on or before August 31, 2026 to Municipality in writing.
3. User shall pay a one time fee in advance of commencement of the hauling to Municipality in the sum of _____ per mile for usage of said road for a total of _____.
4. User shall insure compliance with this Agreement and provide security to Municipality that the roads/bridges will be returned to their present usable condition or a better condition after the operation is completed. A surety bond in the amount of \$ 500,000.00 shall be posted with Municipality, said amount representing an estimated cost of repair and replacement of four culverts along the Roadway and/or damage to the Roadway should any of said structures sustain damage during User's project. The surety bond will be obtained by User and will be posted with Municipality conditioned for the full performance of all the covenants and stipulations contained in this agreement, said security to continue until the expiration hereof and until all repairs have been made and all payments and all damage which may occur hereunder shall be fully paid and discharged. This bond will be presented to and held by Municipality prior to the commencement of the project and will be returned to the User upon completion of repairs (if deemed necessary) to said road/roads, bridge/bridges to the reasonable satisfaction of Municipality.
5. User shall cross the [REDACTED] and culverts on or along the Roadway and agrees to make all repairs for damages, if caused by User, and as determined by an independent contractor hired by User to suggest said repairs to be necessary for said culverts. User acknowledges that User may need to retain the services of an engineer to obtain estimated costs of repair work to said culverts and Roadway if User does not make the necessary repairs. User agrees to use the aforementioned bond to pay for any necessary repairs of damages in the even User is unable to make repairs on its own. If for any reason Municipality ends up having to make repairs, User agrees to pay Municipality promptly upon receipt of its invoice for said reasonable repair/improvement work and cost of an engineer and

pay any and all attorney fees incurred by Municipality involving a legal action for the enforcement of the terms herein.

6. Upon termination of this agreement, User shall repair said road and vacate and leave same in as good condition as said road was in at the date of this agreement.

7. Any associated costs or fees incurred by Municipality for the restoration of its Roadway, culverts, surrounding vegetation as well as costs associated with the administration or supervision of User's operations shall be borne by User if User does not make said repairs.

8. User further agrees to immediately suspend its use of Roadway upon written notice from Municipality that, in the discretion and opinion of Municipality, the continued use of the Roadway may cause unnecessary damage, interference with access resulting from changes in weather conditions, and/or the User's operations. Upon receipt of the notice, the User agrees to suspend its use of Roadway immediately until, in the reasonable discretion of Municipality, the conditions causing the suspension of the use of the Roadway no longer exist.

9. No fire shall be set on or adjacent to said Roadway by User on any of its agents, employees, contractors or sub-contractors. Should any fire be so set, User shall be liable for all damages resulting therefrom, including costs incurred in controlling the fire.

10. The provisions of this agreement shall apply not only to the User's trucks, tractors and trailers, but also to any and all other equipment or vehicles used by the User, its agents, employees or assigns, during User's operations.

11. Should the User fail to maintain, repair, restore or resurface the Roadway to the condition existing prior to the execution of this agreement within 30 days from the date of completion of User's operations, said User hereby agrees to reimburse and indemnify Municipality for all costs and expenses incurred by Municipality to repair, restore or resurface the Roadway and surrounding vegetation to the same condition which existed prior to the User's operations. In addition, emergency repairs resulting from the User's operations and determined to be necessary by Municipality, may be made by Municipality with the User to reimburse Municipality for all costs incurred by Municipality in making such emergency repairs if Municipality gave written notice to User and User failed to make said repairs in 15 days.

12. User shall indemnify Municipality against all third-party claims, suits, demands, damages and costs, including litigation expenses and attorney fees arising out of or in connection with any of the aforementioned Roadway as shown on the attached Exhibit A, due to User's operations or use of the Roadway.

13. This agreement shall remain in effect until the User has complied with all the terms and conditions of this agreement.

14. This agreement shall be binding upon the parties hereto, their successors and assigns. Provided, however, that the User shall not assign

its interest, or any portion thereof, in this agreement to a third party without the prior written consent of Municipality.

15. This agreement shall be construed under the laws of the Commonwealth of Pennsylvania and constitutes the entire understanding between the parties hereto. No modification or amendment to this agreement shall be permitted or effective unless in writing and executed by both parties. The proper venue for any action brought hereunder shall be the Court of Common Pleas, Pike County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement this _____ day of _____, 2026.

Supervisor Porter Township

Porter Township Supervisor

Attest: Secretary Porter Township Supervisor

_____ 

Attest: By:

ATTACHMENT B, \$200,000 RUA

Good morning [REDACTED] Attached for your review is a revised road use agreement. After much discussion and consideration, the Supervisors decreased the proposed bond amount from \$500,000 to \$200,000. We did review the Penn Dot guidelines, however we also consulted our engineer who said that a replacement of the pipes with a box culvert could run to \$150,000. Thus, we want to cover that possibility along with an additional \$50,000 for possible road damage.

If [REDACTED] is willing to accept these terms, I would ask that you sign the Agreement and return to Porter Township for the Supervisors (attention [REDACTED]) to sign. They are willing to sign the Agreement prior to their June 1st meeting. Thank you.

Very truly yours,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

ATTACHMENT C, \$10,000 RUA

From: info <info@portertownship.net>
Sent: Tuesday, July 7, 2026 10:57 AM
To: [REDACTED]
Subject: Road use Agreement

Good Morning [REDACTED]

Please find attached the RUA adopted by the Porter Township Board of Supervisors on their meeting held 07/06/2025.

The Board agreed to the proposed bond amount of \$10,000.

If you are in agreement with the RUA as executed, please sign and return along with the surety bond.

Any questions, you can contact me quickly and directly by cell at [REDACTED]
[REDACTED]

Many thanks, [REDACTED] Porter Township