

**Town of Bradford & Town of Clinton**  
**Special Meeting of Town Boards**  
**Tuesday, December 2nd, 2025 at 6:30 pm at the Clinton Town Hall**  
**Minutes**

1. Call to Order

Bradford Meeting called to order at 6:33 pm immediately following Town of Clinton calling meeting to order.

2. Roll Call

Present: Dave Moyer, Sharon Douglas, Loren Bobolz, Dan Huisheere, Ben Wellnitz, Marlina Jackson. Also present: Mike Hahn, Kevin Risseuw, Theresa Hubka, clerk Shannon, Phyllis, via speaker phone Duane Napper, Jimmy Churchill, William Churchill, Aaron Churchill, Jill Wegner, Wesley Milner, Jada Milner, Glenn Jackson, Jackie Jackson, Dalton Jackson, Sharon Hargarten. Not present: Jill Bier, Jeff Collins, and Kim Kietzman

3. Pledge of Allegiance

A motion to move agenda item 5 before item 4 (Dan Huisheere/Loren Bobolz). Motion carries by voice vote with no negative vote.

5. Discussion and action on Road use agreement between Town of Bradford, Town of Clinton and JAW Sand and Gravel LLC

Theresa states based on what has transpired, what needs to change based on the road agreement? The preference of a road agreement is in the interest of both towns. Mike states there has been a Road agreement for review and we need to insure proper maintenance and have cooperation but understands that Jimmy is not Rock Road. Mike continues to say the issue is that I have to have consistency, I did look at old road agreements for road usage. The original one for JAW entered into the Melin Pit was for 2012. The original draft agreement for Braukhoff in 2014 did not get signed. The road agreements have a 5 year term and specifies which roads can be used. Need to address duty to repair, determination of how, indemnify the towns. Milner, BC Townline Roads will be used, specifically ones for BC Townline. If improvements, like shouldering, it needs to be specified in the agreement. Main issue is from terms, the road itself is 140 to Milner stretch of BC. Determination for need to repair and approval based on Town Engineer. To his knowledge neither town has an engineer. Mike asks Town of Clinton, do you want it to be the chair, supervisor of Clinton, or Bradford? Theresa responds that we do not have a full time road individual. Identifying the roads need to be in consultation with the two towns. Dave asks Theresa if its in there {road agreement}? She reads agreement. Both agree to the term Town Representative for each town. Mike states in the agreement signed by Clinton in May that JAW assesses the road 2x annually with Chair. Mike states theres a couple of issues. Sharon Douglas chimes in that she sees issues too. Mikes states any further agreement moving forward we need to be consistent. When the Towns decide there's an issue. The towns and the operator have to agree the repairs are necessary. Mike states that I don't like the idea of only the entities that have to agree is the Towns. Sharon states regardless of twice annually or every 3 months and include upon receipt of complaints. Mike states that's a reasonable provision. Kevin Rissuew says if that road holds together upon receipt of written complaint from or at request of either municipality

we need to suggest maintaining Township. Who knows who the maintaining township is? Who continues on what on their maintaining portion? Mike responds that the whole point as boards change. He asks Jimmy what the life of the pit is? Is it 30 years? Ben states the road has been there since 2014. Dan asks Jimmy how long the life of the pit is? Aaron responds at least 30 years. Jimmy states 50 years and says look at how long Melin's pit has been there. Board discusses. Mike states the other issue is particularly based on quality of repairs, the earlier draft agreement it specifies that repairs shall be to the extent identified by the towns, will be to the towns specifications. Dave says with that being said he was there to tell Rock Road how to repair. He let it happen to repair it as they thought the first two times and it got done close to how they want it. Mike says If the repairs are not done in timely fashion previous agreements included the town electing to do repairs itself and the party would be billed, that includes 4 week written notice for compliance. Doing the work and contractually they are liable. Other things in terms of damage the agreement does get specific—pot holes, depressions, alligator cracking—doesn't know if its necessary. Dave asks the board what are their thoughts? Do we need to include the specifics? Sharon asks if there has been pictures taken of the road? Dave states once things melt off we will take pictures. Mike states we should get pictures of both roads and document what the condition of the road is now. As of date of the agreement, there is no existing damage and in agreed upon improvements. Towns have agreed to asphalt. Sharon states the PASER ratings have been completed. Mike responds those types of things don't need to go into agreements. Dan says the PASER rating is a good base. Mike states in the culvert agreement repairs do not include asphalt over the new culvert, it was put there to eliminate any doubt. Theresa says the piece in the agreement if resident or tax payer has concern be it by phone or email if it needs to be addressed right away. If it is there, say qualified-whover is qualified-obviously like Kevin or Rich are more qualified. Mike responds that the default is the Town Chair but can appoint a supervisor. Mike states it does allow for a little flexibility. Mike asks Theresa if she wants to make Rich the designated road contact if she doesn't want it to be the Town Chairs? Default is the Town Chairs or their designee. As far as complaints—that is not limited. Complaints regarding the condition of the road . The process or discretion needs to be timely or allow for discretion on action required. Not that anything wouldn't be done if complaint was not received properly. Mike says he sees terms go wrong. Upon receipt of complaint. Dave responds the name of the complainer needs to be included. That is why we made a form. If they didn't identify who they are that stops the pain in the butt complainers and only lets it be an actual issue. Kevin responds if you're willing to put your name on it it better mean something. Dan says when it comes down to the complaints being a road problem that's fixable. If a vehicle complaint, there has to be a truck number and license plate. Kevin responds that's not our problem. Mike states in terms of road, the wording to address that concern upon receipt regarding the condition of the road. With respect to the vehicle traffic Dan interjects that if they don't have a vehicle description or picture we don't have enough to chase them. Chasing tail will do nothing. Road itself, condition of the road, we can solve that issue. Issues of trucks speeding down or driving dangerously, that is more difficult. Requests for additional patrol don't

work. Dan says Jimmy doesn't need to handle 100 truck complaints. Theresa says we need to be reasonable. Mike says he doesn't think it's necessary for this agreement. Theresa says there are things both towns can do. Mike says for trucks that are bad actors without having to rely on the sheriff's department but it is more complicated. Certain things you want to do and there are ways to build in to agreements. If town believes necessary, there is a 5 year limit but that is more of a discussion for Rock Road renewal. Ways to be contractual fine for certain circumstances, unless anyone thinks it's an issue. Mike states it's not verbal enforcement and it works through the road agreements. Dan states complaints received about vehicles and not complaining about this and that will need their name, phone number, picture of truck-anything. Dave says if you can come up with a name and plate number that is helpful. Dan states with that information Jimmy is going to know whose hauling and it's not just Churchill trucks hauling. Mike says they can address both. Kevin states that's not a good idea—that's throwing gas on a fire we don't know where it is. If you complain to the Sheriff's dept enough we can get a little action, Mike states there are ways to do it but it doesn't have real teeth. Sharon says upon complaints of roads, whether it's a shouldering issue or other conditions to discuss. Jimmy says today, he shouldered the roads and when the county guy plowed they knocked the shoulder off it. Jimmy and Rich had a meeting. Jimmy states he put the shoulders in and doesn't want to have to do it every spring. Theresa says the county doesn't plow Clinton roads. Mike asks who is responsible for the shoulder damage? Jimmy says he has to maintain it. Mike says with county there should be a provision in there for damage. Dave responds that shoulders have not been an issue but mailboxes have been. Kevin asks Jimmy if he wants to put a quantity of gravel on the road? Like 4 truckloads a year or something. Doesn't want to put it on every 6 months. Kevin says there is a portion of that that is normal wear and tear. Theresa asks Jimmy if Rich had anything to say about it? Jimmy says the other portion is the water. Dave says some of that has been addressed through tiling, Theresa says it can be from addressing in the pictures and doing the repairs, a soft road isn't on you. Certain things are on the towns. Mike says that's why it is on certain things but it's inherently a judgement call. Shouldn't be an issue. Shouldering is damaged if as a result from truck traffic or if it is result from plowing Theresa asks Mike if that's in the agreement? Mike reads it, says there is no magic words but it's going to have to be a judgement call. If either of the towns decide it needs to be repaired it does not have to be unanimous decision. A decision by either town is sufficient. Assume everyone is going to operate in good faith. Dave says Jim has indicated he is going to widen the road with asphalt and then gravel. Mike asks Jimmy how wide? Jimmy responds depends. By Hoffmans they have a nice yard but up ahead it gets ugly. A handful of us will get together and mark the road—certain places there's good yards but spots that need a bit of gravel. Mike says on that point, it's up to the board. Kevin says it's up to the board but it's 33 feet from the center. Mike says to Jimmy if you're agreeing to widen it it needs to be consistent. The right of way is the right of way. Widening would need to be done to the right of way and done to normal town road specifications. In identifying there's trees or something like that, let the towns know and Kevin is right. Dave says he doesn't disagree with Mike but it needs to be the same all the way down. Theresa says it would be the same expectation as if JAW, Ayres, etc were doing

the work. Mike asks what is the width you're shooting for? 22'-24'? Are you hoping for that to be all hard surface? Kevin says they are trying to get all Clinton roads to 20'+2' on each side and that's the plan moving forward. Mike asks if that's the width they are shooting for? Jimmy says essentially that would be about it. Jimmy asks how wide the road is now? Board discusses and responds they think 18'-19'. Mike asks if you're agreeing to widen the road, at least 20' wide asphalt with 2' shoulders? Mike says subject to any specific erosion, we have 20 year flood but he doesn't think we should be responsible. Obligations to repair is JAW and participants for either town. Mike says either cases, if reasonable, are part of it. Mike says he thinks he's running through, instead of more truncated agreements and wants to make it longer and in depth. Mike states the terms discussed thus far:

- include pursuant to CUP

- term of 5 years or until customers stop hauling

- limiting use to BC Townline from 140 to Milner

- Duty to repair by either town

- Determination repairs are the result if truck traffic is the primary cause-giving reasonable time to be completed. Either town can give written notice. All failsafes if stop communication. Any such notice would require copy to other town.

- Duty to indemnify Towns, insurers, etc. May incur damages by JAW, customers, agents, etc

- Upon execution of agreement as reasonable necessary of use of pit

- Attorney fee provision for enforcement

- Improvements that as condition of agreement JAW agrees to widen road to 20' asphalt + shoulder. Since it is in the middle of winter, what is a reasonable time frame for that?

Jimmy responds that they don't pave until frost goes out of the ground. Kevin asks Jimmy if he wants to put a timeline on it? Jimmy says he has to have shouldering done by someone else but doesn't want to delay for safety. Mike asks if May 31st is fair? Theresa states that's a good target. Jimmy says the other thing in there, we need to have the right of way marked. Dave says that will be done by the towns and at least that way we will know it is done right. Mike states he will include same wording as the culvert agreement. However that's marked out is fine. No discrepancy on anyone's part. Prior to improvements beginning Towns and JAW will have the ROW marked by survey. Mike asks for any other conditions or terms? Mike states a separate motion and vote from each township is needed. Town of Clinton: Kevin Risseeuw makes motion to approve conditions and terms for BC Townline road agreement. Phyllis seconds. Motion carries by voice vote with no negative vote.

Dan asks about the hauling times? Mike states that's in the CUP. Monday-Friday

6:30am-5:30pm. Saturday 7:00am-noon, no Sundays. A motion to approve the conditions and terms discussed for the BC Townline Road Agreement (Dan Huisheere/Ben Wellnitz). Motion carries by voice vote with no negative vote.

Mike states he will prepare the final written agreement consistent with those terms. As far as signatures go, its the Town Chairs and JAW.

4. Discussion and action on recommendation of Conditional Use [Permit](#) (25-1) modification

Dave states it was his perception that once the road improvement was made that JAW would be able to drive up and down BC Townline full and empty. Dave states he didn't think that was in the original thoughts or plans. Mike Hahn states that pursuant to the CUP signed in item #6 and reads CUP item #6 to the boards. He states he went back and looked at his notes as well as the approved minutes. The CUP is consistent with his notes from May. Mike states from a procedural standpoint he also reviewed the minutes for the P&Z Committee meeting and the Town Board. A motion to recommend approval of the P&Z Minutes was made by Bob Risseeuw, seconded by Sharon Hargarten. The minutes approved by the P&Z Committee did include empty trucks would be allowed on BC Townline. States empty trucks on BC Townline according to the approved minutes. Mike states the minutes approved at the town board included discussion on the culvert and the timing of a road agreement on the actual motion. There was a motion of final approval of the minutes by Dan Huisheere and 2nd by Loren Bobolz. Mike states the question for the board is whether those minutes and the Conditional Use Permit accurately reflect the recollection and the Conditional Use Permit. If the board believes those minutes are not accurate, procedurally there would be a motion to rescind. It would not rescind the permit but would change the action from a prior meeting. It would require a 2/3 vote to change that if the board ultimately desires. If the board doesn't make the change, it does not affect the ability of the board to enter into a road agreement. And if regardless of how this discussion goes nothing stops the permit holder from amending the Conditional Use Permit but it would require a public notice and the involvement of the Planning and Zoning committee. Dave asks the board if they have any questions? Dave states when the board was going through this process his thought that was that driving only unloaded with a little bit of not heavy traffic and that driving loaded on it was intended after culvert and weight limits are posted. Everything references the culvert such as weight of trucks and its weight limit. Waiting for the county to get written approval. Dave states Nick indicated it was fine. Rick is the one to inspect it but that has not happened yet and now that the culvert has been replaced and the county has to approve the use after inspection. Mike states that the question is limited to looking at the approved meeting minutes. He asks were the comments and conditions approved limited to only while the culvert issue was being sorted out or was that not sorted out? He states he does not see anything in the P&Z minutes to suggest the condition is tied to a culvert issue. Dave interjects and states that the P&Z made a recommendation but the board has final decision Mike responds that the minutes are the final approval for the conditions and the recommendation from the P&Z. Mike asks when that motion was made and discussion was had, was the intent to modify those recommendations supposed to be hauling or empty or be only while culvert issue was there? That's the question for the board. Ben responds that it is not fair that we leave it that way and we can't discriminate against JAW. Mike responds as part of the Conditional Use Process goes it is not an issue and it is perfectly within board authority to determine whether or not JAW hauls empty or loaded on BC. And whether or not that's what the board intended is accurate. Mike states nothing is wrong from a legal standpoint and the board has the right to limit hauling on BC. Dave states to Ben it was his

motion. Ben responds it was the intention of getting the culvert replaced. Mike reviews the approved minutes and states there was discussion on the culvert. Sharon Douglas states when P&Z discussed there was mention of no blasting, site consistencies, comply with reclamation, and JAW entering into a road agreement and states it was never discussed if hauling on BC would be loaded or unloaded. She states it was not put into the CUP. Mike states with the discussion had by the P&Z loaded and unloaded trucks were not tied to the culvert, however the culvert issue was brought up during the board meeting. Mike reads a portion of the minutes to the board-discussion regarding BC Townline, Dan has concern about braking at Townline and pavement rolling. Eliminate BC. Trucks only going West empty. Than the culvert discussion came about and Dave states he was going to call Duane. Dan said can go in and out on Milner. Mike suggests road agreement can't be finalized until road is stamped. Ben's initial motion was to approve hauling use on Milner Road. That is the extent of the discussion specific to the BC culvert says Mike. Dave says the reason behind that was at the P&Z meeting was Marlina talked to Duane. Dan says that stems back from the culvert inspections with the county. Dave says he remembers Dan saying it would roll down and asks the board when was the last time BC road was done? Board discusses. Ben responds around 2014 ish. Dave states with all the cheaters that road has not peeled. Mike states he understands the concern about other truck traffic and wants to make sure the conversation is within the criteria here and not based on inappropriate discussion, more importantly the minutes--do they reflect the boards intent? Its an issue for the Bradford board. Dan says he does not think the motion reflects the intention and in terms of traffic allowed on BC Townline, loaded and unloaded. Ben made the motion and once the culvert was fixed--what would have been the intent? Loaded and unloaded at any time subject to final approval. Class B weight limits still apply. Dan states it is a Class B road. He doesn't know what those weights are. Dave states he believes Class B road does not allow for truck traffic, with ag exemption and local deliveries. The motion could be we move and once county has approved weight to being sound it would allow us with permitted use of Class B for Class A roads. Mike states he doesn't know either and generally speaking that is true. Dave asks the board what is their intent? Dan motions to rescind the motion from May to reword JAW to travel in both directions, and haul loaded and unloaded, and make sure we get shouldering. Dave interjects to include pending county approval and see if we can get speed limits reduced to 35 mph. Mike states that is seperate and apart from the CUP as it is for traffic. All other things we can address in the road agreement. Truck traffic, is it just JAW trucks or contracted trucks? We need to make sure to discuss. Jimmy states its different trucks as its open to the public so he doesn't know the best words. Ben suggests the same verbiage as the Braukhoff pit. Mike states thats more of a separate issue. Dan states if it isn't JAW trucks, JAW isn't responsible. Mike states as long as we're discussing, the Braukhoff agreement is up after 5 years and will need to be revisited. Dave states we need to move on. He states members of the board were not aware of the culvert at the time culvert discussion came up. Mike responds this is why it is a recollection of the approval and the P&Z motion. Simply loaded and unloaded on BC Townline. No conditions on it. Conditions with culvert cannot be finalized and we can't do a road agreement. We need to take

action separately. We don't want to see Jimmy have to re-do the road in full and are waiting on a road agreement for after the culvert approval. Mike states the current stand is that the intent of the minutes is not there. Sharon Hargarten speaks, Dave interjects and speaks over her stating she cannot speak. Sharon Douglas interjects and states the board wants to hear what Sharon Hargarten has to say. Dave asks Mike if she can. Mike advises Dave that it is the decision of the presiding officer but she is a member of the Planning and Zoning committee and it would be best interest to allow her to address the board. Dave calls on Sharon Hargarten to allow her to speak. Sharon Hargarten states that when the P&Z approved it, we looked at what's happening on the other side of the road and that road is dangerous. 1 way, empty. The culvert did not come into it because the culvert was not involved. Coming down the hill is dangerous enough. Jimmy states the motion was made already. He will widen the road, there will be 2 accesses in and out, and he cannot be compared to Rock Road. He states he does not haul 1/10th of what is coming out of Rock Road and everything is safe. He has hauled thousands of loads from Wyman Rye and they have dispatch and everything and have had no complaints. You guys cannot compare me to Rock Road! Its not 50/50 but from my standpoint it was his understanding that he do the bridge and would have full access both ways. Wouldn't have spent the money to go empty. Dave states only P&Z members can speak to the board and we allowed 2 zoning people to speak. Marlina asks Mike if she can speak. Mike agrees. Marlina asks the board members why they waited 7 months if they thought the minutes were incorrect from May? Marlina states the P&Z approved the minutes. The board approved the P&Z minutes as well as the board minutes and the CUP was approved. Loren responds they were not aware of the culvert being an issue. Dave interjects that there is a motion to allow JAW to drive both directions and we don't limit the grain trucks or whatever else hauls on it that's a legal load. Dave asks for a 2nd. Loren seconds. A motion and 2nd received. A voice vote carries with no negative vote. Dave states that's all we need. Mike responds that this will require a revision to the CUP.

#### 6. Adjournment

A motion to adjourn (Sharon Douglas/Dan Huisheere). Motion carries by voice vote with no negative vote. Meeting adjourned at 8:11pm.