



Beth Martin <clerk@hamburgnj.org>

2026-136  
Fuel

## OPRA request - Shared service agreement- fuel

1 message

Opra Requester 1234 <opra+request-94548-20f87294@requests.opramachine.com>

Tue, Aug 18, 2026 at 7:30 AM

To: OPRA requests at Hamburg Borough <Clerk@hamburgnj.org>

Dear Hamburg Borough,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-5(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM NOT seeking records in connection with a legal proceeding.

Records requested:

Shared service agreement/contract between Hamburg and Hardyston for use of fuel pumps. This shall include the cost of fuel being paid per gallon by the Borough of Hamburg

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

Opra Requester 1234

-----  
Please deliver records electronically via email to the below UNIQUE address for all replies to this request:  
[opra+request-94548-20f87294@requests.opramachine.com](mailto:opra+request-94548-20f87294@requests.opramachine.com)

Is [Clerk@hamburgnj.org](mailto:Clerk@hamburgnj.org) the wrong address for OPRA requests to Hamburg Borough? If so, please contact us using this form:

[https://opramachine.com/change\\_request/new?body=hamburg\\_borough](https://opramachine.com/change_request/new?body=hamburg_borough)

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

[https://opramachine.com/request/shared\\_service\\_agreement\\_fuel](https://opramachine.com/request/shared_service_agreement_fuel)

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

"OPRAMachine's mission is to give people easy and affordable access to New Jersey public records. For more information, contact us at: (732) 707-1628 or PO Box 3180, New Brunswick, NJ 08903."

-----  
PD Admin Asst ✓  
Chief of PD ✓  
CFO ✓

Received:  
8/18/2026  
Sent: 8/18/2026  
Beth Martin



## TOWNSHIP OF HARDYSTON

HARDYSTON, NEW JERSEY 07419

Carrine Piccolo-Kaufer, P.P., AICP  
Township Manager/Planner  
149 Wheatworth Road, Suite A  
Hardyston, NJ 07419  
(973) 823-7020  
Extension: 9444  
Fax: (973) 823-7021  
E-mail: ckauffer@hardyston.com

October 27, 2023

Doreen Schott, Borough Clerk  
Hamburg Borough  
16 Wallkill Ave  
Hamburg, NJ 07419

Re: Renewal of Commodity Resale Agreement

Dear Doreen:

Enclosed please find a copy of the commodity resale agreement for the period of January 1, 2024 – December 31, 2028. The terms of the agreement are similar to the existing agreement; however the proposed agreement approved by the Hardyston Township Council includes an additional surcharge for future capital upgrades to the fuel system located at the public works facility on North Church Road. As you may recall the previous contract incorporated a fixed rate capital surcharge based on a prorated portion of the upgrade to the system completed in 2016. The proposed agreement as approved by the Hardyston Council includes a \$.10 per gallon surcharge to be held in reserve for future repairs and upgrades to the existing system. The fees associated with the surcharge will be less than your current fixed capital surcharge and will result in an annual savings based on your average fuel usage.

We appreciate the positive relationship we have with Hamburg Borough. As always, if you have any questions or concerns relative to this agreement please do not hesitate to give me a call. The enclosed agreement was approved by the Township Council. Should Hamburg's Mayor and Council take affirmative action to approve the agreement, kindly have your mayor sign and return a fully executed copy to us for our files and keep the other original.

Thank you again for your help ensuring we continue to have a successful relationship.

Very truly yours,

Carrine Piccolo-Kaufer  
Township Manager

Encs.

Cc: Jane Bakalarczyk, Township Clerk  
Hardyston Township Council

## COMMODITY RESALE AGREEMENT

**THIS AGREEMENT**, entered into this 25<sup>th</sup> day of OCTOBER, 2023 by and between the TOWNSHIP OF HARDYSTON, a municipal corporation of the State of New Jersey, located at 149 Wheatsworth Road, Suite A, Hardyston, New Jersey 07419, hereinafter referred to as "PROVIDER", and HAMBURG BOROUGH, located at 16 Walkill Ave, Hamburg, New Jersey 07419, hereinafter referred to as "RECIPIENT".

**WITNESSETH**, that the Provider and the Recipient, for the consideration hereinafter named, agree as follows:

### 1. AUTHORITY

The Provider, Township of Hardyston, located in the County of Sussex, State of New Jersey, as Lead Agency, is hereby authorized by Resolution to establish a commodity resale system and to enter into this contract with the Recipient for the sale of GASOLINE AND DIESEL FUELS.

### 2. HAMBURG BOROUGH

The Provider shall permit the Recipient to utilize the gas and diesel fuel tanks located at the Hardyston Road Department on North Church Road in Hardyston Township. The Provider shall bill the Recipient monthly for fuel utilized based upon tank meter readings. The Provider shall charge the Recipient its cost for fuel (based upon the per gallon cost for diesel or gasoline fuels from the vendor authorized by the Morris County Cooperative Pricing Counsel, currently \$2.3512 or gas and \$3.5506 for diesel) plus an additional \$0.10 per gallon administrative fee.

The Provider shall also charge a \$0.10 per gallon capital improvement fee to fund repairs and upgrades to the fueling system as needed. Capital improvement fees shall be held in reserve for future improvements to the system.

The Recipient shall remit payment via check to the Provider within sixty (60) days of receipt of the Provider's bill.

### 3. INSURANCE; INDEMNIFICATION; HOLD HARMLESS

The Recipient shall obtain and shall maintain in full force and effect during the term of this Agreement, a Certificate of Insurance naming Provider as loss payee.

The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Recipient or the Recipient's agents, officer, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the service set forth in this Agreement. Nothing in this Agreement shall limit the immunity or Title 59 protections of either party.

---

#### 4. GENERAL PROVISIONS

This Agreement and all of the obligations and covenants hereunder shall bind the parties, their legal representatives, successors and assigns and shall insure to the benefit of their legal representative, successors and assigns.

This Agreement shall not be modified, amended or terminated, except by another writing executed by the parties, subject to the terms and conditions set forth hereon.

This Agreement constitutes the entire understanding of the parties and the parties have carefully read and understand this Agreement and had an opportunity to consult with legal counsel.

This Agreement and its provisions merge any prior Agreements or agreements, if any, of the parties and is the complete and entire agreement of the parties.

In the event that any terms, provision or paragraph of this Agreement is declared illegal, void, or unenforceable, it shall not effect or impair the other terms, provisions or paragraphs of this Agreement.

This Agreement and all rights, obligations and liabilities arising hereunder shall be constructed and enforced in accordance with the laws of the State of New Jersey.

#### 5. DURATION/TERMINATION

The term of this Agreement shall be for a term of five (5) consecutive years, beginning on January 1, 2024 and terminating on December 31, 2028. Any party may have the right to terminate this Agreement by giving sixty (60) days' notice. The notice must be in writing and delivered by registered or certified mail to the principal address of the Provider or Recipient.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the day and year first above written.

Attest:

TOWNSHIP OF HARDYSTON

  
Jane Bakalarczyk, Municipal Clerk

  
Brian J. Kaminski, Mayor

Dated: 10/25/2023

Attest:

HAMBURG BOROUGH

  
Doreen Schott, Municipal Clerk

  
Richard Krasnomowitz, Mayor

Dated: 11-06-2023