

**Nicholas Racioppi, Jr.**  
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September \_\_, 2023

Midland Park Zoning Board of Adjustment  
Borough Hall  
280 Godwin Avenue  
Midland Park, NJ 07432

**Attn:**[\_\_\_\_\_]

Re: General Zoning Board of Adjustment Matters

Dear \_\_\_\_\_:

We thank you for selecting our firm to represent Midland Park Zoning Board of Adjustment in connection with the above-referenced matter.

We appreciate the confidence you have shown in us and look forward to a mutually beneficial relationship. It is our goal to provide you with quality service in a cost-effective manner. To help us accomplish this goal, and in accordance with the rules governing practice in New Jersey, we wish to state the terms and guidelines that will govern this engagement.

Our representation at the present time is limited to this matter. Unless you and our firm agree otherwise in writing, the terms included in this letter will govern any future matters we undertake for you. If we are not retained to represent you in other matters, our attorney-client relationship will conclude upon the completion of our services in this matter.

We will represent you on the basis of the time which our attorneys and paralegals spend performing services in this matter, except as provided herein. Attorneys shall be paid for attendance at all Board meeting the sum of \$250.00 per meeting. Attorneys shall be paid the sum of \$275 for work performed in connection with each residential variance application. Any additional work requested shall be billed at the rate of \$250.00 per hour. Linda M. Herlihy will be primarily responsible for this matter. From

time to time, other attorneys may work on your matter because of their experience in a given area or to further efficiencies. Should you have any questions or concerns with respect to any charge or statement submitted to you, please contact us immediately.

In addition to charges for services rendered, we will also bill you for reimbursement of our expenses incurred in connection with any work other than residential variance applications. There are a variety of expenses which we incur and typically pay during the course of our representation of a client. These charges will be identified in our statements and will be payable at the same time and in the same manner that our fees are payable.

We will be submitting monthly statements for our services and expenses directly to you, unless you advise us otherwise. These statements will describe the services rendered and the expenses incurred as well as the amount of time that is spent performing the services by each individual on each day. These statements are payable upon presentation and we respectfully request prompt payment. In no event should payment be delayed beyond thirty (30) days. As we are sure you can appreciate, because we are obligated to pay our own expenses on a regular basis, we must reserve the right to postpone or defer providing additional services or to discontinue our representation if our statements are not paid in accordance with these terms. Should our fees not be paid, we must reserve the right, as permitted by applicable Supreme Court rules, to retain the files and any work product we may hold for you or for your benefit in order to secure our right to payment.

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and disbursements. Our own files pertaining to the matter will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and disbursements incurred before termination and in connection with an orderly transition of the matter.

The firm also reserves the right to withdraw from our representation of you. While our withdrawal without cause would occur only in extraordinary circumstances, we would try to identify in advance and discuss with you any situation which could lead to our withdrawal, and if withdrawal becomes necessary, we will promptly give you written notice and provide appropriate assistance to you in any transfer of this matter to your chosen counsel. If it becomes necessary for us to withdraw from our representation, you agree to perform whatever steps are necessary to complete our withdrawal, including the execution of any appropriate documents, and to pay for all services rendered and expenses incurred on your behalf prior to withdrawal.

It is our general policy to retain a client file for seven (7) years after the file is closed. After that period, we destroy those files unless the client instructs us otherwise, in writing. If you wish us to retain your file beyond seven years, please provide us with such request, in writing.

If you should have any questions concerning the contents of this letter, please feel free to contact me. We look forward to working with you. Again, we thank you for selecting Riker, Danzig to represent you in this matter.

Sincerely,

Nicholas Racioppi, Jr.