



Erie County Water Authority

295 Main Street, Rm. 350 • Buffalo, NY 14203-2494
716-849-8484 • Fax 716-849-8467

May 3, 2018

Zeppelin Communications, LLC
dba ZeppCom
578 Main Street
East Aurora, New York 14052

Re: Professional Services Contract

Dear Zeppelin Communications:

On August 20, 2015, the Erie County Water Authority (ECWA) and Zeppelin Communications dba ZeppCom (Consultant) entered into a Professional Services Contract (Agreement) for public relations and other related services. By resolution dated May 3, 2018 the ECWA has determined it is no longer in need of Consultants services and has opted to invoke the termination clause of the Agreement. This letter along with the resultant resolution is intended to give Consultant the minimum 30-day notice of termination as provided in paragraph 7 of the Agreement and is effective as of this date.

Upon review of this account, the ECWA has examined the invoices submitted by Consultant over the course of the Agreement and has noted many deficiencies. It is evident that the invoices have failed to provide itemized billing and specific details for each billable hour. ECWA is requiring Consultant to review all invoices and any other charges submitted from September 30, 2015 through to the present, and provide detailed billing for each and every statement and or charge for the entire period that services were provided. For example, if the Consultant billed 2 hours for vendor engagement then that billing should identify the vendor name and purpose; 10 hours billed for preparation of meetings should identify the purpose of the meeting and the participants; 7 hours of telephone conversations should identify the purpose of the call and the participants, and so forth.

Furthermore, pursuant to paragraph 11 of the Agreement the "Consultant shall during and subsequent to the terms of this Agreement, assign to the authority, without further consideration, all right, title and interest in all material produced under this Agreement". This includes, but is not limited to all work product, copyrights, trademarks, licensing, domains and social media accounts. The required material should be provided to ECWA forthwith; should Consultant be unable to comply with the terms of this paragraph an explanation should be provided to ECWA for the delay.



Zeppelin Communications, LLC
dba ZeppCom
Page 2
May 3, 2018

Finally, ECWA is in receipt of Consultants termination letter hand delivered on May 1, 2018, however, the right to terminate clause of paragraph 7 of the Agreement is a unilateral one inhering solely to the benefit of the ECWA. The termination letter provided by Consultant will be deemed by the ECWA to be a breach of that Agreement allowing the ECWA to pursue any remedies available to it as a result of that breach. Consultant should further be mindful that paragraph 7 directs that upon notice of termination by ECWA, "consultant shall not be entitled to lost profit and shall perform only such services, after notification as the Authority directs".

Should you have any questions regarding this letter, please feel free to contact me. Thank you in advance for your cooperation.

Very truly yours,

ERIE COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read 'T. McCracken', with a long horizontal flourish extending to the right.

Terrence McCracken
Secretary to the Authority

cc: Jerome D. Schad, Chairman
Mark S. Carney, Vice-Chairman
Karl Simmeth, Treasurer
Earl L. Jann, Executive Director