

**MINUTES OF THE MEETING OF THE EXECUTIVE COMMITTEE  
OF THE LIBERTARIAN PARTY OF NEW YORK  
HELD ON MONDAY, SEPTEMBER 25, 2023 ON THE ZOOM MEETING APP**

**MEMBERS PRESENT**

Andrew M. Kolstee, Chair  
Duane J. Whitmer, 1st Vice-Chair  
Richard F. Purtell, 2nd Vice-Chair  
Mark S. Braiman, Secretary  
William Cody Anderson, Treasurer  
Maura E. Botsford, Member-At-Large (JD8)  
Justin N. Carman, Member-At-Large (JD3)  
Karyn A. Keniry-Thompson, Member-At-Large (JD4)  
Keith C. Redhead, Member-At-Large (JD5)  
William K. Schmidt, Member At-Large (JD9)

**OBSERVERS**

David B. "Chance" Haywood, State Committee Member, Judicial District 1  
Christopher M. Olenski, State Committee Member, Judicial District 6  
James M. Ziobro, State Committee Member, Judicial District 7  
Michael R. Rebmann, State Committee Member, Judicial District 8

The meeting was called to order at 7:04 p.m. by Andrew Kolstee, Chair. Secretary Mark Braiman conducted a roll call and determined that a quorum was present.

A request for public comment by Chair Andrew Kolstee received no comments.

Secretary Mark Braiman issued a written report (**Exhibit 1**). Chair Andrew Kolstee stated that he had reviewed and found necessary corrections for the minutes of the State Committee meetings of March 5, 2023, March 19, 2023, and June 4, 2023, and so consideration of approval of these minutes was postponed until the next meeting of the Executive Committee. **The reading of the minutes for Executive Committee meetings of May 21, 2023 and June 25, 2023 was waived, and these minutes were approved** without objection.

Chair Andrew Kolstee issued a report. He has created an itemized list of tasks for the Executive Committee, allowing individual members of the Committee to prioritize their own contributions to completion. Data migration has begun to the new database with Humanitru. Online donations with a new credit card processor will also be integrated with Humanitru. Chair Andrew Kolstee also announced his intent to create a special 2024 Petitioning Committee to investigate the process and possible resources needed for statewide petitioning. No funds are to be expended by this committee, in accordance with the earlier resolution regarding petitioning. No Petitioning Committee Chair has yet been identified. There was discussion, and a **Petitioning Committee was constituted** without objection.

Events Committee Acting Chair Karyn Keniry-Thompson issued a report regarding planning for the November in-person event. She outlined the budget. The Events Committee has identified four or five speakers, who are mostly willing to speak without charge. Motion by Karyn Keniry-

Thompson on behalf of the Events Committee to **authorize the Chair to sign the contract (Exhibit 3) with Crowne Plaza hotel for the November 10-12, 2024 event** was debated. Andrew Kolstee expressed a concern about the anticipated cost of \$500 per day for meeting room rentals, totaling \$1,000 that were not previously stated. Duane Whitmer asked for a clarification of the estimated number of attendees needed to break even. The Events Committee estimate is fifty (50) attendees at a cost of \$100 per ticket, of whom twenty-five (25) will need to be donors at the Saturday fundraiser at an additional \$100 per person. The original motion failed by voice vote. The sense of the meeting was that the Events Committee should scale back the event to a smaller one day event without a hotel contract, focusing less on Presidential candidates and more on training and workshops to be held at the Rail Line in Syracuse, which will likely be able to offer us the use of its space for free.

Motion by Communications Director Duane Whitmer to **authorize the expenditure of up to \$500 in copying and mailing costs to send a letter to the Department of Taxation and Finance and all state legislators requesting the cessation of unannounced in-person visits** was seconded by William Cody Anderson and debated. Anderson spoke in favor of the motion and announced that he is making an unrestricted donation of \$100 in support. The original motion passed without objection.

Motion by William Cody Anderson to **authorize the expenditure of up to \$600 for printing and mailing costs for the reply in support of the *certiorari* petition before the Supreme Court of the United States** was seconded by Mark Braiman and passed by voice vote.

Motion by Karyn Keniry-Thompson to **request a hearing to be held by the full State Committee to consider the revocation of the affiliation of the New York County (Manhattan) affiliate on the grounds that they have not had quarterly meetings in the previous three calendar quarters** was seconded by William Schmidt. The affiliate has not held a meeting since the September 2022 convention, nor has its Executive Committee held a meeting. There was not a quorum at the September 2022 meeting. By the Manhattan affiliate's Rules, only the County Chair can call a meeting, and the current chair has not called a meeting in almost a year.

Motion by William Schmidt to **enter Executive Session to discuss a personnel matter** was seconded by William Cody Anderson and passed by voice vote.

The meeting entered Executive Session at 8:10 p.m.

Executive Session was adjourned at 8:26 p.m.

The motion to **request a hearing to be held by the full State Committee to consider the revocation of the affiliation of the New York County (Manhattan) affiliate on the grounds that they have not had quarterly meetings in the previous three calendar quarters** passed by voice vote.

Motion by William Cody Anderson to **adjourn** was seconded by Karyn Keniry-Thompson and passed without objection.

The meeting was adjourned at 8:30 p.m.

Mark Stephen Braiman  
Secretary

## Exhibit 1

### **Secretary's Report for LPNY Executive Committee Meeting of September 25, 2023.**

The Secretary requests approval today of the posted (Draft) Minutes for Executive Committee meetings of May 21, 2023; and June 25, 2023; and State Committee meetings of March 5, 2023; March 19, 2023; and June 4, 2023. (See [https://lpedia.org/wiki/Index\\_of\\_New\\_York\\_State\\_Party\\_Meetings](https://lpedia.org/wiki/Index_of_New_York_State_Party_Meetings). Scroll to near the bottom of the page for the list of 2022-2024 meetings, and then click on the appropriate link in the rightmost column for the minutes).

These minutes are complete as of 8/23/2023. My apologies for not having yet finished correcting and reformatting my drafts of Executive Committee meetings of December 18, 2022 and January 15, 2023; and the State Committee meeting of October 23, 2022. These earlier meetings took place before I had my system in place for getting the minutes recorded and formatted accurately and efficiently. In case anyone needs to check back on what transpired at those meetings, the incorrectly formatted drafts already have essentially all the information that will end up in the final minutes, except Porcupine vote details for the October 23, 2022 meeting.

## Exhibit 2 (page 1 of 4)



701 East Genesee Street  
Syracuse, New York 13210  
Tel. (315) 479-7000

### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between the Crowne Plaza Syracuse and Libertarian Party of New York and outlines conditions and services to be provided.

ORGANIZATION: Libertarian Party of New York  
CONTACT: Shawn Hannon  
327 W. Fayette St Sute 412 (office)  
530 S. Clinton St (event venue)  
Syracuse, NY 13202

PHONE NUMBER: 315-263-9146  
E-MAIL ADDRESS: hannon.shawn@gmail.com  
NAME OF EVENT: LPNA Room Block  
OFFICIAL PROGRAM DATES: Friday, Nov 10, 2023 - Sunday, Nov 12, 2023

### CONCESSIONS

- Discounted Guestroom Rate of \$139
- Parking: \$5 per day

### GUEST ROOM COMMITMENT

The Hotel agrees that it will hold the following per the agreement terms. Hotel confirms the following **non-commissionable** group rates (plus applicable state and local taxes (currently 8% sales tax, 7% room tax) in effect at the time of check-in:

	Fri 11/10/23		Sat 11/11/23	
	Rooms	Rate	Rooms	Rate
Room with (1) King Non Smoking	7	\$139.00	10	\$139.00
Room with (2) Dbl Beds Non Smoking	3	\$139.00	5	\$139.00

CHECK-IN TIME: 3:00PM

CHECK-OUT TIME: 12NOON

### METHOD OF RESERVATIONS

Reservations for the Event will be made via:

- Individual Call-ins directly with the Crowne Plaza Syracuse reservations at (888) 227-6963 or (315) 479-7000 by **Friday, October 13, 2023**. To receive this special rate, guests must identify themselves as members of **Libertarian Party of New York** or reference **group code RLS** by the cut-off date indicated.

### GUARANTEED RESERVATIONS

All reservations for arrival after 4:00 PM must be accompanied by a first night room deposit or guaranteed with a major credit card or by *Rail Line Syracuse*. Hotel will not hold any reservations after 4:00 PM unless secured by one of the above methods. Cancellation of a reservation must be made 24 hours in advance; otherwise, the reservation will be charged for one night room and tax.

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### **CUT-OFF DATE**

Reservations by attendees must be received on or before **Friday, October 13, 2023** (the "Cut-Off Date"). At the Cut-Off Date, the Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the *Libertarian Party of New York* group rate after this date. Release of rooms for general sale following the Cut-Off Date does not affect *Libertarian Party of New York's* obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

### **BILLING ARRANGEMENTS**

The following billing arrangements apply:

- Individuals to pay all charges (cash-paying guests may be asked to leave cash or credit card deposit to guarantee payment)

### **ROOMS ATTRITION**

Hotel is relying upon *Libertarian Party of New York's* use of the Room Night Commitment. *Libertarian Party of New York* agrees that a loss will be incurred by the Hotel if *Libertarian Party of New York's* actual usage is less than 80% of the Room Night Commitment. If *Libertarian Party of New York's* actual usage is less than 80% of the Room Night Commitment, *Libertarian Party of New York* agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and *Libertarian Party of New York's* actual usage, multiplied by the average group room rate.

### **METHOD OF PAYMENT**

The group must provide a credit card with contract signing. The credit card will be authorized (3) business days prior to arrival based on the estimated group charges. Upon departure, the credit card will be charged for final amount owed.

### **CANCELLATION**

Cancellation of a reservation must be made 24 hours in advance; otherwise, the reservation will be charged for one night room and tax.

### **CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or *Libertarian Party of New York* will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

### **LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

### **LIQUOR LICENSE**

*Libertarian Party of New York* understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

### **TERMS AND CONDITIONS**

This agreement constitutes the complete agreement between the Crowne Plaza Syracuse Hotel (hereinafter "Hotel") and the Customer. This contract memorializes the result of all planning and negotiations, which have previously taken place regarding the conference / event, which is the subject of the agreement. Each party hereto has verified that they have authority to enter in to this contract (hereinafter "Agreement") and that the undersigned is over eighteen years of age. The agreement constitutes the entire contract and any additional; addendum and subsequent contracts must be agreed to, in writing, by the parties and only then become a part hereof. Upon written

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written notice to the other party identifying the event or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

### **PAYMENT AGREEMENT**

The undersigned agrees to pay all charges associated with the accommodations that are established herein including any and all sums shown on any addendum to this agreement and incorporated herein, or to any Conference/Event agreement to which this agreement constitutes an addendum or addition. The undersigned agrees to pay any guarantee amounts pursuant to the Guarantee and Cancellation provisions. The undersigned agrees to pay any and all incidental and additional charges that result from changes, additions and rescheduling requested by the undersigned.

### **ACCEPTANCE**

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies at any time prior to *Libertarian Party of New York's* execution of this document, the outlined format and dates will be held by the Hotel for *Libertarian Party of New York* on a first-option basis until **Wednesday October 4, 2023**. If *Libertarian Party of New York* cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed version of this Agreement prior to until **Wednesday October 4, 2023**, or upon Hotel's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and *Rail Line Syracuse*. Hotel and *Libertarian Party of New York* have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

Group: **Libertarian Party of New York**

Name: **Andrew Kolstee**

Title: **LPNY Chairman**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Hotel: **The Crowne Plaza Syracuse**

Name: **Maria Mirarcki**

Title: **Sales Manager**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Hotel: **The Crowne Plaza Syracuse Hotel**

Name: **Amber Burch**

Title: **Director of Sales**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## Exhibit 2 (page 4 of 4)

written notice to the other party identifying the event or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Name: **Maria Mirarcki**

Title: **Sales Manager**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Hotel: **The Crowne Plaza Syracuse Hotel**

Name: **Amber Burch**

Title: **Director of Sales**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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