

**MINUTES OF THE MEETING OF THE EXECUTIVE COMMITTEE  
OF THE LIBERTARIAN PARTY OF NEW YORK  
HELD ON TUESDAY, OCTOBER 3, 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  
Justin N. Carman, Member-At-Large (JD3)  
Karyn A. Keniry-Thompson, Member-At-Large (JD4)  
Keith C. Redhead, Member-At-Large (JD5)  
Maura E. Botsford, Member-At-Large (JD8)  
William K. Schmidt, Member At-Large (JD9)

**OBSERVERS**

Paul M. Grindle, Member of the State Committee (JD2), Political Director  
Thomas D. Quiter, Chenango County Liaison, Candidate for Guilford Town Supervisor

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

Motion by William Cody Anderson **reconsider authorizing the Chair to sign a contract with the Crown Plaza Hotel** was seconded by Karyn Keniry-Thompson and passed by voice vote.  
Motion by William Cody Anderson to **authorize the Chair to sign a revised contract with the Crowne Plaza Hotel (Exhibit 1)** was seconded by Justin Carman and passed by voice vote.

Political Director Paul Grindle issued a report. Craig Colwell is running for City Council in Elmira and has requested \$1,000 to support his and Nick Grasso's campaigns. Motion by Richard Purtell to **authorize one thousand dollars (\$1,000) from the constituted committee account to the campaign of Craig Colwell** was seconded by Duane Whitmer, debated, and passed by voice vote.

Thomas Quiter spoke on his campaign for Guilford Town Supervisor. He has requested \$800 for a direct mailing. Motion by Richard Purtell to **authorize eight hundred dollars (\$800) for Thomas Quiter's campaign for Guilford Town Supervisor** was seconded by Justin Carman and passed by voice vote.

Motion by William Cody Anderson to **adjourn** was seconded by Duane Whitmer.

The meeting was **adjourned** at 7:20 p.m.

Mark Stephen Braiman  
Secretary

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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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notice either party may be excused from performing this agreement due to acts of God, war, government regulations, union disturbances, disorder, making it illegal or impossible to provide the facilities or to hold the event. This Agreement shall be constructed in accordance with the laws of New York, Onondaga County. The Crowne Plaza Syracuse is a New York Corporation.

### **LIABILITIES AND SECURITY**

The Crowne Plaza Syracuse reserves the right to inspect and control all private functions. The Hotel will not be responsible for damage or loss of any articles or merchandise left on the property prior to, during or following the event. Security arrangements must be made for all items set up prior to a planned event, or left unattended at any time. Any and all personal injuries occurring on premises must be reported to the Crowne Plaza Syracuse Security / Management immediately. The Hotel is not liable for damages resulting from any personal injuries, which occur on the premises. The Hotel is not responsible for any lost or stolen articles. Special security requirements must be arranged prior to any event.

### **MATERIALS AND DELIVERIES**

The Hotel will receive materials for incoming events no earlier than three (3) days prior to the function date. Any courier service must be informed that all deliveries are to be inside deliveries. Hotel personnel will not be available for unloading materials received from couriers. Deliveries are accepted in the receiving area of the Hotel only. All materials sent must be labeled with the following information: Name of Event, HOLD FOR and the Date of the event, and the Crowne Plaza Syracuse address of 701 E. Genesee Street, Syracuse NY 13210. Special arrangements must be made in advance with the Catering / Conference Services Manager for the shipment of large equipment and for the return shipment of materials. Additional related charges for labor and shipping will be made accordingly.

### **WALK POLICY**

Should the Hotel find itself in an oversold situation, every attempt will be made to accommodate the group's attendees. However, should a confirmed attendee get walked to another property the Hotel will provide transportation to the alternate site and pay for the room along with one (1) phone call. Upon request from the attendee the Hotel will provide one (1) shuttle at agreeable time to/from the new property one (1) time in the morning and one (1) time in the evening.

### **TAXES**

All charges are subject to all applicable state, county, and city taxes. Groups that are tax exempt must furnish a New York State Tax Exempt Certificate form ST-119.1 to the Hotel 30 days prior to the date of arrival. If individuals are paying their own charges, they must provide the Hotel with individual certificates.

### **FORCE MAJEURE**

Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, government ordered closure or cancellation due to public health emergency, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstances makes it illegal or impossible for Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut, unless related to/resulting from, the above listed events or circumstances. Either party that wishes to cancel the Event pursuant to this section must provide

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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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