

**MINUTES OF THE MEETING OF THE EXECUTIVE COMMITTEE
OF THE LIBERTARIAN PARTY OF NEW YORK
HELD ON TUESDAY, AUGUST 5, 2025 ON THE ZOOM MEETING APP**

MEMBERS PRESENT

Duane J. Whitmer, Chair
Daniel J. Castello, Vice-Chair
Andrew M. Kolstee, Secretary
David B. “Chance” Haywood, Treasurer
Christopher Skelly, Communications Director
Mark N. Axinn, Fundraising Director
Pietro S. Geraci, Outreach Director
Paul M. Grindle, Political Director
Catrina Rocco, Volunteer Director

MEMBERS ABSENT

Justin N. Carman, IT Director
Richard F. Purtell, Legislative Affairs Director

OBSERVERS

Samuel J. Hordeski, Member of the State Committee (JD5)
Steven G. Becker, Member of the State Committee (JD7)
James B. Fitch, Member of the State Committee (JD7)
Vincent J. O’Neill, Member of the State Committee (JD10)
Karyn A. Keniry-Thompson, Saratoga County Treasurer
John Clifton, Queens County Chair

The meeting was called to order at 9:02 p.m. by Duane Whitmer, Chair. Secretary Andrew Kolstee conducted a roll call and determined that a quorum was present.

Motion by Andrew Kolstee to **direct the Chair to sign the fundraising contract with Scott Kohlhaas (Exhibit 1)** was seconded by Chance Haywood and passed without objection.

Other issues were discussed.

Motion by Mark Axinn to **adjourn** passed without objection

The meeting was adjourned at 9:31 p.m.

Andrew M. Kolstee
Secretary

Exhibit 1 (page 1 of 2)

Contract for LP New York Ballot Access Fundraising

This agreement is effective on the 4th of August 2025 by and between Scott A. Kohlhaas (Contractor), a private contractor and the Libertarian Party of New York, a political party (Client).

Scope of Services

Project Description: Client seeks to retain Scott Kohlhaas to raise funds to qualify the Libertarian Party of New York for placement on any upcoming statewide general election ballot.

Acknowledgement: Contractor represents to Client that the fundraising goals are feasible under the timeline set forth in this contract. Client agrees that after Contractor's commissions and fundraising expenses are paid, all funds remaining will go to the signature gathering expenses of the ballot drive under the direction of the LP New York executive committee to place candidates of the Libertarian Party on a statewide general election ballot.

Service: Contractor agrees to raise a total of up to \$250,000.

Schedule and Completion Date: Contractor will begin fundraising upon the signing of this contract. If this contract is not signed by August 15, 2025, the proposal will terminate as of that date. Fundraising shall be completed on or before June 1, 2030.

Reporting: Contractor agrees to send daily reports to Client via email detailing donations. Client agrees send to bi-weekly reports of donations received to Contractor. Contractor will be available for phone conferences as Client deems necessary.

Independent Contractor: This proposal establishes an independent contractor relationship between Client and Contractor. Contractor is in no fashion an employee, staff, and/or a subcontractor of Client, nor is he subject to control by Client.

Compensation and Method of Payment: Strictly as compensation for services provided by Contractor, of all actual funds received as a consequence of Contractor's efforts, after such payments have cleared, Client shall pay a 50% commission to Contractor, less expenses as outlined herein. Client will send a wire on the 1st and 15th of each month to Contractor for all commissions from donations received due to Contractor fundraising. All fundraising expenses, including credit card fees and thank-you letters to donors upon receipt of their gift by the LP New York, shall be deducted from the gross amounts due Contractor, and paid out of the proceeds. Client shall subtract the actual bi-weekly wire expense from Contractor's commission payment. Prompt payment is an important aspect of this fundraising drive. All commissions require payment within fifteen days of being received by Client via wire transfer on the 1st and 15th of each month. Any past due payment of commissions will result in immediate suspension of fundraising efforts. Contractor or Client may suspend this project for any reason at any time by giving 72 hour's written notice, which may be accomplished by facsimile, e-mail, or other electronic means. Client accepts responsibility for all commissions owed to Contractor. Client agrees that all remaining proceeds will be used for ballot access expenses, including all expenses related to signature gathering for 2026 and/or the 2028 and/or 2030 ballots.

Exhibit 1 (page 2 of 2)

During the term of this agreement, LPNY and/or any subdivision thereof, including without limitation LPNY Petitioning Committee and anyone acting on its or their behalf, may engage in similar and simultaneous fundraising activities as Scott Kohlhaas on behalf of LPNY. No commission or other fee will be deemed earned or due to Scott Kohlhaas for any donation(s) received by LPNY or any subdivision thereof as a result therefrom. Scott Kohlhaas shall only be entitled to a fee hereunder for donation(s) received by LPNY where his direct solicitation was the sole procuring cause thereof.

Compliance with Legal Requirements: Contractor shall provide Client with the name, address and telephone number of all donors, as well as the Occupation and Employer of each donor. Contractor shall not raise more than \$10,000 in a calendar year from any individual donor. Compliance with all laws relating to donations to political parties shall be the sole responsibility of the Client, including any reporting required by the State of New York.

Scott A. Kohlhaas:

By:

Title:

On:

Libertarian Party of New York:

By:

Title:

On: