

PETITION FOR MERGER WITH EDUCATION CORPORATION AS THE SURVIVING CORPORATION AND PETITION FOR ABSOLUTE CHARTER

TO THE REGENTS OF THE UNIVERSITY OF THE STATE OF NEW YORK:

The trustees of Starr Institute and the trustees of Starr Institute, Inc. hereby petition you for an order of merger pursuant to Education Law §223. As a basis for such petition the following is hereby certified to be true:

1. Starr Institute was incorporated under Education Law §216 by the issuance of a provisional charter granted by the Board of Regents on December 11, 2012; which provisional charter was extended on December 14, 2021.
2. Starr Institute, Inc. was incorporated as the Starr Institute pursuant to an act of the New York State Legislature entitled, “An Act to Incorporate the Starr Institute,” Chapter 344 of the Laws of 1862. On December 12, 1972, the trustees of the Starr Institute filed with the New York State Department of State (“DOS”) a Certificate of Amendment to change the name of the corporation to Rhinebeck Community Center Inc. On May 22, 1995, the trustees of the Rhinebeck Community Center Inc. filed with the DOS a Certificate of Amendment to change the name of the corporation to Starr Institute, Inc.
3. The above corporations have entered into an Agreement of Merger that sets forth the name of the surviving corporation, which shall be Starr Institute; the location of the surviving corporation; the number of trustees; the names of the persons to serve as the trustees of the Starr Institute upon merger; the length of term of trustees; and the terms and conditions of merger.
4. The Agreement of Merger has been approved by three-fourths of the trustees of each constituent corporation at a meeting separately and specially called for that purpose, which approval has been verified by the chairman and the clerk of the special meeting.

5. The surviving corporation, Starr Institute, will continue to administer the educational operations and purposes of the constituent corporations in the same manner as they presently exist. The purposes of the surviving corporation are to operate an association library that provides library services and facilities for the benefit and free use of all people residing in the town of Rhinebeck, Dutchess County.

6. As a result of the Agreement of Merger, all of the property of the constituent corporations will be vested in the surviving corporation, the Starr Institute, which will undertake all of the liabilities and obligations of the constituent corporations to the extent as if they had been contracted for or incurred by it.

7. The surviving corporation, Starr Institute, requests that an absolute charter be granted.

The trustees of Starr Institute and the trustees of Starr Institute, Inc. respectfully request your attention to their petition and that an Order of Merger and absolute charter be granted.

IN WITNESS WHEREOF, we have made, signed and acknowledged this application on this _____ day of _____, 2023.

STARR INSTITUTE

David Lavalley
President, Board of Trustees
Starr Institute

Valerie Jacob
Secretary, Board of Trustees
Starr Institute

STARR INSTITUTE, INC.

David Lavallee
President, Board of Trustees
Starr Institute, Inc.

Valerie Jacob
Secretary, Board of Trustees
Starr Institute, Inc.

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

On this ____ day of _____, 2023, before me personally appeared David Lavallee, and Valerie Jacob to me known to be the persons described in and who executed the foregoing petition, and they severally duly acknowledged to me that they executed the same.

Notary Public

4849-1945-9936

**AGREEMENT OF MERGER
WITH EDUCATION CORPORATION AS SURVIVING CORPORATION**

The trustees of the Starr Institute and the trustees of the Starr Institute, Inc. hereby agree as follows:

1. The names of each constituent corporations to be merged are Starr Institute and Starr Institute, Inc., the latter formed in 1862 as Starr Institute, which name was changed in 1972 to Rhinebeck Community Center, Inc., which name was changed in 1995 to Starr Institute, Inc.
2. The name of the surviving corporation shall be Starr Institute.
3. The location of the surviving corporation shall be 68 West Market Street, Rhinebeck, New York, in Dutchess County.
4. The board of trustees of the surviving corporation shall be elected by the association and shall be composed of not fewer than nine and not more than eleven trustees. The following nine persons shall serve as the first board of trustees:

Laura Reid Charles
403 Laurel Lane
Rhinebeck, New York 12572
Term to expire December, 2023.

Eve Wood
35 Peacock Road
Rhinebeck, New York 12572
Term to expire December, 2023.

Erin Humbaugh
24 Cove Road
Rhinebeck, New York 12572
Term to expire December, 2023.

David Lavallee
32 Rosewood Lane
Rhinebeck, New York 12572
Term to expire December, 2024.

Laura Selicaró
5937 Route 9
Rhinebeck, New York 12572
Term to expire December, 2024.

Craig Oleszewski
10 Seymour Drive
Rhinebeck, New York 12572
Term to expire December, 2024.

Valerie Jacob
15 Wall Street
Rhinebeck, New York 12572
Term to expire December, 2025.

Andrew Schulkind
14 Peacock Road
Rhinebeck, New York 12572
Term to expire December, 2025.

Eric Steinman
78 South Parsonage
Rhinebeck, New York 12572
Term to expire December, 2025.

5. Thereafter, as terms expire, their successors shall be appointed by the Board of Trustees for terms of three years.
6. Terms and conditions of merger:
 - a. When the merger shall become effective pursuant to an Order of Merger by the Board of Regents, the separate existence of Starr Institute, Inc. shall cease, and the surviving corporation, Starr Institute, shall possess all of the rights, privileges, and powers and be subject to all of the duties and obligations of a corporation chartered by the Board of Regents of the University of the State of New York.
 - b. Upon merger all property, real, personal and mixed and all debts to each of the

constituent corporations on whatever account, shall be vested in the surviving corporation, and all debts, liabilities and duties of each constituent corporation shall thereafter attach to the surviving corporation and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

- c. The purpose of the surviving corporation will be to operate an association library that provides library services and facilities for the benefit and free use of all people residing in the town of Rhinebeck.
- d. The proposed corporation is to be a nonstock corporation organized and operated exclusively for educational purposes, as defined in 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future Federal tax code) and no part of the net earnings or net income shall inure to the benefit of any member, trustee, director or officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation); and no member, trustee, director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the corporation.
- e. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future Federal tax code) or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future Federal tax code).

- f. No substantial part of the activities of the corporation shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation, (except to the extent authorized by Internal Revenue Code section 501(h) as amended, or the corresponding provision of any future Federal tax code, during any fiscal year or years in which the corporation has chosen to utilize the benefits authorized by the statutory provision) and the corporation shall not participate in or intervene (including the publishing or distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office.
- g. Upon dissolution of the corporation, the board of trustees shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of the remaining assets of the corporation exclusively for one or more exempt purposes, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future Federal tax code), or shall distribute the same to the Federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by order of the Supreme Court of the State of New York in the judicial district where the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, organized and operated exclusively for such purposes, as said Court shall determine.
- h. The New York State Commissioner of Education is designated as the representative of the corporation upon whom process in any action or proceeding against it may be served.

The above agreement of Merger has been adopted by three-fourths of the trustees of Starr Institute and three-fourths of the trustees of Starr Institute, Inc. as evidenced by the annexed verified certificates of approval.

4812-6448-3169

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

We the undersigned, being the president and secretary of the board of trustees of Starr Institute, Inc., hereby certify that at a special meeting held on the ____ day of _____, 2023 and called for this purpose, three-fourths of the whole number of trustees voted to approve the annexed Agreement of Merger of Starr Institute and Starr Institute, Inc., with Starr Institute being the surviving corporation.

David Lavallee
President, Board of Trustees
Starr Institute, Inc.

Valerie Jacob
Secretary, Board of Trustees
Starr Institute, Inc.

STATE OF NEW YORK)
)
COUNTY OF DUTCHESS) ss.:

On this __ day of _____, 2023, before me personally appeared David Lavallee and Valerie Jacob, to me known to be the persons described in and who executed the foregoing petition, and they severally duly acknowledged to me that they executed the same.

Notary Public

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

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David Lavallee
President, Board of Trustees
Starr Institute

Valerie Jacob
Secretary, Board of Trustees
Starr Institute

STATE OF NEW YORK)

ss.:

COUNTY OF DUTCHESS)

On this __ day of _____, 2023, before me personally appeared David Lavallee and Valerie Jacob, to me known to be the persons described in and who executed the foregoing petition, and they severally duly acknowledged to me that they executed the same.

Notary Public

*The University of the State of New York
The State Education Department
Division of Library Development
Room 10B41, Cultural Education Center
Empire State Plaza
Albany, NY 12230*

TERMS OF OFFICE OF TRUSTEES

This is to certify that at a meeting of the Trustees of Starr Institute held
_____, 2023 the terms of the trustees were established by vote as follows:

One year _____

Two years _____

Three years _____

(Signed) _____

(Title) _____

Date: _____

