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 Lavallee
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 )  
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

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 corporation 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 Selicaro  
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.
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 )

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

We the undersigned, being the president and secretary of the board of trustees of Starr Institute, hereby certify that at a special meeting held on the ____ of ____________, 2023 and called for this purpose, three-fourths of the whole board 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

________________________________
Valerie Jacob
Secretary, Board of Trustees
Starr Institute

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

4834-5581-0145
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: ______________________
CONSENT TO SERVE AS AN INITIAL TRUSTEE OF STARR INSTITUTE

I, ___________________________ , do hereby consent to serve as an initial trustee of Starr Institute.

__________________________
Signature

__________________________
Typed name

STATE OF NEW YORK    ss:
COUNTY OF DUTCHESS    ss:

On this______ day of ______________________ 2023 before me personally came
(__________________________) to me known to be the person described in and who
executed the foregoing application, and they duly acknowledged to me that they executed the same.

(Typed name, stamp and signature of notary public)