## TOWN OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY

## <u>APPLICATION</u>

Development Agency. The Accordingly, all questions of your firm who is thoroughly familiar with the	tese answers will also be should be answered accordingly familiar with the e proposed project. The	estions contained in this application are necessary to ssistance from the Town of Montgomery Industrial e used in the preparation of papers in this transaction urately and completely by an officer or other employed business and affairs of your firm and who is also is application is subject to acceptance by the Agency.
TO: Town of Montgome 110 Bracken Road Montgomery, New Attention: Chief F	ery Industrial Developm York 12549	ent Agency
This application by applicate Cardinal HAPPLICANT:  APPLICANT'S STREET A		
	500 Neelvi	own Rd
APPLICANT'S STREET A	DDRESS:	- Swiff (d
iviontgomery Citty:	NY	12549
845-457-2114	STATE:	ZIP CODE:
PHONE NO.:	FAX NO.:	iown Rd  12549  ZIP CODE:Mike, Zatlukal@cardinalhealith.com  E-MAIL:
NAME OF PERSON(S) AU APPLICATION:	JTHORIZED TO SPEA	AK FOR APPLICANT WITH RESPECT TO THIS
IF APPLICANT IS REPRES Law Off NAME OF FIRM:	ENTED BY AN ATTO ice of Charles T. Baz	RNEY, COMPLETE THE FOLLOWING: zydlo, P.C.
C NAME OF ATTORNEY:	narles Bazydlo	
ATTORNEY'S STREET AD Thompson	5 Howard 8 DRESS:	Seely Rd
CITY: 845-361-3668	NY STATE:	10985 ZIP CODE:
PHONE NO.:	FAX NO.:	cbazydlo@hvc.rr.com E-MAIL:
NOTE: PLEASE READ 'APPLICATION.	THE INSTRUCTIONS	ON PAGE 2 BEFORE FILLING OUT THIS

#### INSTRUCTIONS

- 1. The Agency will not approve any application unless, in the judgment of the Agency, said application and the summary contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
- 2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").
- 3. If an estimate is given as the answer to a question, put "(est)" after the figure or answer which is estimated.
- 4. If more space is needed to answer any specific question, attach a separate sheet.
- 5. When completed, return two (2) copies of this application to the Agency at the address indicated on the first page of this application.
- 6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
- Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
- 8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (if applicable, such expenses may be paid out of proceeds of any bonds issued by the Agency to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel/special counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered as a part of the project, and if applicable included as a part of any resultant bond issue.
- 9. The Agency has established an application fee of Five Hundred Dollars (\$500) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.
- The Agency has established a project fee for each project in which the Agency participates. UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.

## FOR AGENCY USE ONLY

1.	Project Number	and the second of the second o
2.	Date application received by Agency	
3.	Date application referred to attorney for review	,20
4.	Date copy of application mailed to members	, 20
5.	Date notice of Agency meeting on application posted	, 20 Gardhal Haille, fice 2(Parint
6.	Date notice of Agency meeting on application mailed	, 20
7.	Date of Agency meeting on application	, 20
8.	Date notice of public hearing on application posted	, 20
9.	Date notice of public hearing on application mailed	, 20
10.	Date notice of public hearing on application published	, 20
11.	Date public hearing conducted	, 20
12.	Date Environmental Assessment Form ("EAF") received	, 20
13.	Date Agency completed environmental review	, 20
14.	Date of final approval of application	, 20

## AGENCY FEE SCHEDULE INFORMATION

1. APPLICATION FEE: \$500.00 (Non-refundable)

#### 2. AGENCY FEE:

- (a)  $\frac{3}{4}$  of 1% of the first \$2,000,000 of Total Project Costs
- (b) ½ of 1% of the remaining Total Project Cost

### 3. AGENCY COUNSEL FEE:

Determine on a Project by Project Basis

## SUMMARY OF PROJECT

Applicant: Cardina	al Health 200, Inc. LLC		
Contact Person: Mic	hael Zatlukal		
Phone Number:			
Occupant: Cardina	i Health		
Project Location: 50	0 Neelytown Rd., Montgomery	, NY	
Approximate Size of P	roject Site: 400,000 sf		
Description of Projects	Expansion of current Cardinal	Health Distribution	Center
Type of Project:	☐ Manufacturing ☐ Commercial ☐ Other-Specify		archouse/Distribution ot-For-Profit
Employment Impact:	Existing Jobs N/A		
	New Jobs 60		
Project Cost: \$ 24,000	0,000 Est		
Type of Financing:	□ Tax-Exempt □	Taxable	□ Straight Lease
Amount of Bonds Requ	nested: \$N/A	COS <sub>M-3</sub>	
Estimated Value of Tax	t-Exemptions:		
Mortga Real Pr	Sales and Compensating Use Tax ge Recording Taxes: coperty Tax Exemptions: please specify):	\$ 1,950,000 \$ N/A \$ 3,261,99 \$ N/A	Obstation and Communicate page 1994 with results reached the copy of 4000000
Provide estimates for th	e following:		· · · · · · · · · · · · · · · · · · ·
Estimate of Job Estimate of Job Average Estima Annualized Sal	Time Employees at the Project Si s to be Created: s to be Retained: ated Annual Salary of Jobs to be C ary Range of Jobs to be Created: age Annual Salary of Jobs to be R	reated:	350 60 <u>n/a</u> \$53,000 \$53,000 - 260,000 n/a

-4- Amended 8/12/2021 Median Jather

A.	Ident	tity of Company:
	1.	Company Name: Cardinal Health 200, LLC
		Present Address: 500 Neelytown Rd, Montgomery, NY
		Zip Code: 12549
		Employer's ID No.: 364095186
	2.	If the Company differs from the Applicant, give details of relationship:
	3.	Indicate type of business organization of Company:
		a Corporation (If so, incorporated in what country? What State, Date Incorporated? Type of Corporation? Authorized to do business New York? Yes; No).
		b Partnership (If so, indicate type of partnersh, Number of general partners, Number of limite partners).
		c. X Limited liability company (If so, formed in what state? DE Number of Members? 16, Date formed?06/26/96 Authorized to obusiness in New York State? Yes x No).
-		d. Sole proprietorship.
	4. organiz Cardi	Is the Company a subsidiary or direct or indirect affiliate of any oth zation(s)? If so, indicate name of related organization(s) and relationship: nal Health, Inc Parent
3.	Manag	gement of Company:
	l.	List all owners, officers, members, directors and partners (complete all columns person):

		<b>1</b>			
NAME (First, Middle, Last) HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS			
See Attached		DOUTTESS			
	·				
2. Is the Company civil or criminal	pany or management of the Compar litigation? Yes X; No	ny now a plaintiff or a defendant in			
3. Has any pe than a minor traffic v	erson listed above ever been conviolation)? Yes; No X	icted of a criminal offense (other			
connected each decil	erson listed above or any concern in receivership or been adjudicated oregoing, furnish details in a separa	la hankminta Von Carlo V			
5. If the answ separate attachment.	er to any of questions 2 through 4 See attached - Page 26 of N	is yes, please, furnish details in a May 2021 10Q filing			
C. <u>Principal Owners of (</u>	Principal Owners of Company:				
1. Principal ov If yes, list exchanges	wners of Company: Is Company puwhere stock traded:	ublicly held? Yes X; No			
2. If no, list all	stockholders having a 5% or more	interest in the Company:			

NAME	ADDRESS N/A	PERCENTAGE OF HOLDING

D. Company's Principal Bank(s) of account: Wells Fargo, NA 2000002932174

II. I	DATA	REGARDING	PROPOSED	PROJECT
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A. <u>Summary</u>: (Please provide a brief narrative description of the Project.)

Expand the current Distribution Center by 310,000 square feet of space to be used as a Replenishment Center for Medical devices and supplies within New York and the Northeastern Region of the United States.

B.	Location	of Pro	posed Pro	ject:

- 1. Street Address: 500 Neelytown Rd.
- 2. City of
- 3 Town of Montgomery
- 4. Village of
- 5. County of Orange
- 6. School District: Valley Central School District
- 7. Tax Map Number: Section 36, Block 1 Lot 27

#### C. <u>Project Site</u>:

1.	Approximate size (in acres or square feet) of Project site: 400,000sq ft  Is a map, survey, or sketch of the project site attached? Yes X; No.				
2.	Are there existing buildings on project site? Yes X; No				
	609,000 square feet Main building; 40,000 square feet annex				
	b. Are existing buildings in operation? Yes X; No  If yes, describe present use of present buildings:				
	Distribution Center and warehouse.				
	c. Are existing buildings abandoned? Yes; No x About to be abandoned? Yes; No x If yes, describe:				

d. Attach photograph of present buildings.

	3.	Utilities serving project site:  Water-Municipal: Town of Montgomery Other (describe)  Sewer-Municipal: Town of Montgomery Other (describe)  Electric-Utility: Central Hudson Other (describe)  Heat-Utility: N/A	
	4.	Other (describe) Present legal owner of project site:	
		a. If the Company owns project site, indicate date of purchase:	
	5.	a. Zoning District in which the project site is located:	
		b. Are there any variances or special permits affecting the site? Yes; No X If yes, list below and attach copies of all such variances or special permits:	:
D.	<u>Buildir</u>	ngs:	
	1.	Does part of the project consist of the acquisition or construction of a new building or buildings? Yes; No $\times$ If yes, indicate number and size of new buildings:	
	2.	Does part of the project consist of additions and/or renovations to the existing buildings located on the Project site? Yes X; No If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation:	
		One new building to be added for a total of 310,000 square feet, Distribution Center	
	3.	Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed, or expanded:  Expansion due to locating a new Replenishment Center to the Northeast from the Chicago area.	
			į

E. <u>Description of the Equipment:</u>
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Does a part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")? Yes X; No\_\_\_. If yes, describe the Equipment:

Will require forklift type equipment, battery chargers, high-bay racking, electrical fixtures (internal and external), plumbing, HVAC, office fixtures/furniture, IT infrastructure, security systems, shrink wrappers, guard station, generator, and fencing.

- 2. With respect to the Equipment to be acquired, will any of the Equipment be Equipment which has previously been used? Yes\_\_\_; No\_X\_\_. If yes, please provide detail:
- 3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed:

The equipment installed will be used to operate the expanded Distribution Center.

#### F. Project Use:

1. What are the principal products to be produced at the Project?

No products will be produced/manufactured at this new facility

2. What are the principal activities to be conducted at the Project?

Medical devices and consumable supplies will be stored and shipped from this site direct to customers and to other Cardinal Health Distribution Centers.

- 3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes \_\_\_\_; No X \_\_\_. If yes, please provide detail:
- 4. If the answer to question 3 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? N/A %
- 5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project:

	a.	Will the Project be operated by a not-for-profit corporation? Yes; No If yes, please explain: N/A	
	ъ.	Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes; No If yes, please explain: N/A	
	c.	Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes; No If yes, please explain: N/A	
	d.	Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes; No If yes, please provide detail:  N/A	
	e.	Will the Project be located in one of the following: (i) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes; No If yes, please explain: N/A	
6.	Projec perma	If the answers to any of subdivisions c. through e. of question 5 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? Yes; No If yes, please explain:  N/A	
7.	the Co from	the completion of the Project result in the removal of a plant or facility of ompany or another proposed occupant of the Project (a "Project Occupant") one area of the State of New York to another area of the State of New Project (a "Project Occupant")	

	8.	Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company located in the State of New York? Yes; No_X If yes, please provide detail:
	9.	If the answer to either question 7 or question 8 is yes, indicate whether any of the following apply to the Project:
		a. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes;  No If yes, please provide detail:  N/A
		b. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes; No If yes, please provide detail:  N/A
	10.	Will the Project be owned by a not-for-profit corporation? Yes; No_X If yes, please provide detail:
	11.	Will the Project be sold or leased to a municipality? Yes; No_X If yes, please provide detail:
G.	Othe	r Involved Agencies:
	1.	Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (including any city, county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions) involved in approving or funding or directly undertaking action with respect to the Project. For example, do you need a municipal building permit to undertake the Project? Do you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal building department or planning or zoning commission which would give said approvals.  Montgomery Municipal Planning Board
	2.	Describe the nature of the involvement of the federal, state, or local agencies described above:
		The Municipal Planning Board is involved to approve the overall engineering and land use design plans.

TT	Constant	04-4
Η.	Construction	Dianus:

1.	Has construction work on this project begun? Yes; No X . If yes, please
	discuss in detail the approximate extent of construction and the extent of
	completion. Indicate in your answer whether such specific steps have been
	completed as site clearance and preparation; completion of foundations;
	installation of footings; etc.:

2. Please indicate amount of funds expended on this Project by the Company in the past three (3) years and the purposes of such expenditures:

\$1,062,601.45 as of 7/30/2021.

3. Please indicate the date the applicant estimates the Project will be completed: July 15, 2022

#### I. Method of Construction after Agency Approval:

- 1. If the Agency approves the project which is the subject of this application, there are two methods that may be used to construct the project. The applicant can construct the project privately and sell the project to the Agency upon completion. Alternatively, the applicant can request to be appointed as "agent" of the Agency, in which case certain laws applicable to public construction may apply to the project. Does the applicant wish to be designated as "agent" of the Agency for purposes of constructing the project? Yes X ; No \_\_\_\_\_.
- 2. If the answer to question 1 is yes, does the applicant desire such "agent" status prior to the closing date of the financing? Yes X; No\_\_\_\_.

# III. INFORMATION CONCERNING LEASES OR SUBLEASES OF THE PROJECT. (PLEASE COMPLETE THE FOLLOWING SECTION IF THE COMPANY INTENDS TO LEASE OR SUBLEASE ANY PORTION OF THE PROJECT).

- A. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes\_\_\_\_; No\_X\_\_\_. If yes, please complete the following for each existing or proposed tenant or subtenant:
  - 1. Sublessee name: N/A
    Present Address:

	City:	State:		Zip:
	Employer's ID No.:  Sublessee is: Corpor Relationship to Company: Percentage of Project to be Use of Project intended by Date of lease or sublease t Term of lease or sublease Will any portion of the making retail sales of go Project? Yes; No	e leased o Sublesse to Subless to Subless space lea ods or se If ye	Partnership: r subleased: e: ee: see: seed by this sublevices to customes, please provide	
2.	making retail sales of go Project? Yes; No	Partnote Par	ership:So or subleased: ee: see: ssee: ased by this sub crvices to custom es, please provide	
3. Wha	Relationship to Company Percentage of Project to Use of Project intended In Date of lease or sublease Will any portion of the making retail sales of general Project? Yes; Nodetails and (b) the answ sublessee.	ration:	or subleased: see: ssee: eased by this su ervices to custor yes, please provid stions II(F)(4) the	Zip: Sole Proprietorship blessee be primarily used in mers who personally visit the e on a separate attachment (a) rough (6) with respect to such subleased is now subject to a
bindi N/A	ing written lease or sublease	e?	to be leased of s	actement to how subject to a

B.

#### IV. Employment Impact

A. Indicate the number of people presently employed at the Project site and the <u>additional</u> number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

TYPE OF EMPLOYMENT Employees of Applicant						
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals	
Present Full Time	30		211		241	
Present Part Time						
Present Seasonal					+	
First Year Full Time	34		268	<u> </u>	301	
First Year Part Time						
First Year Seasonal						
Second Year Full Time	34		268		301	
Second Year Part Time						
Second Year Seasonal				·		

TYPE OF EMPLOYMENT Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time	7		95		102
Present Part Time					
Present Seasonal				,	
First Year Full Time	7		95		102
First Year Part Time					
First Year Seasonal					
Second Year Full Time	7		95		102
Second Year Part Time					
Second Year Seasonal					

TYPE OF EMPLOYMENT Employees of Independent Contractors						
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals	
Present Full Time						
Present Part Time						
Present Seasonal						

First Year Full Time							
First Year Part Time			- yyan		. ,,,		
First Year Seasonal	:						
Second Year Full Time							
Second Year Part Time			. 740	77.0	u.	<u> </u>	
Second Year Seasonal				-			

B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the Mid-Hudson Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

	RELATED EMPI	LOYMENT INFOR	RMATION	
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges	\$80,000 - \$260,000	\$72,900 - \$84,700		\$53,000-\$74,700
Estimated Number of Employees Residing in the Mid-Hudson Economic Development Region <sup>1</sup>	40	48		190

C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

It is projected that staffing for the expansion would start with professional employees in February/March, 2022 and un-skilled workers in April-June 2022.

<sup>&</sup>lt;sup>1</sup> The Mid-Hudson Economic Development Region consists of the following counties: Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester.

D. Please prepare a separate attachment describing in detail the types of employment at the Project site. Such attachment should describe the activities or work performed for each type of employment.

#### V. Project Cost and Financing Sources

A. Anticipated Project Costs. State the costs reasonably necessary for the acquisition of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<b>Description of Cost</b>	Amount
	0
Land	\$
D. State	17,700,000
Buildings	\$
Machinery and equipment costs	230,000
wachinery and equipment costs	\$ <u>270,000</u>
Utilities, roads and appurtenant costs	270,000 \$
o marco, route and appartenant cooks	300,000
Architects and engineering fees	\$
	0
Costs of Financing	\$
	0
Construction loan fees and interest (if applicable)	\$
Other (specify)	
Site work	1,750,000
	\$
Furniture/Fixtures	2,000,000
	\$
IT Comm/Security Sys.	1,750,000
	\$
	24,000,000
TOTAL PROJECT COSTS	\$

B. <u>Anticipated Project Financing Sources</u>. State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<b>Description of Sources</b>	<u>Amount</u>
Delicate Control Pinnello	0
Private Sector Financing	\$
Public Sector	
P. L. J. D.	0
Federal Programs	\$
State Programs	0 \$
Local Programs	O \$
Local Flograms	<sup>\$</sup> 24,000,000
Applicant Equity	\$
Other (specify, e.g., tax credits)	
(aposta), org., tantologias)	•
	\$
TOTAL AMOUNT OF PROJECT	24.000.000
FINANCING SOURCES  Have any of the above expenditures already been m  Yes X ; No If yes, indicate particulars	24,000,000 \$ade by the applicant?
FINANCING SOURCES  Have any of the above expenditures already been m Yes X ; No If yes, indicate particulars Engineering/Design - \$120,874	ade by the applicant?
Have any of the above expenditures already been m Yes X ; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500	ade by the applicant?
Have any of the above expenditures already been m Yes X ; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500  Dev. Fees and Planning Approval - 85,955.65	ade by the applicant?
Have any of the above expenditures already been m Yes X ; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500  Dev. Fees and Planning Approval - 85,955.65  Material Procurement - \$837,271.80  N/A	ade by the applicant?
Have any of the above expenditures already been m Yes X; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500 Dev. Fees and Planning Approval - 85,955.65 Material Procurement - \$837,271.80  N/A  Amount of loan requested: \$	ade by the applicant?
Have any of the above expenditures already been m Yes X ; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500  Dev. Fees and Planning Approval - 85,955.65  Material Procurement - \$837,271.80  N/A	ade by the applicant?
Have any of the above expenditures already been m Yes X; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500  Dev. Fees and Planning Approval - 85,955.65  Material Procurement - \$837,271.80  N/A  Amount of loan requested: \$N/A	ade by the applicant?
Have any of the above expenditures already been m Yes X ; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500  Dev. Fees and Planning Approval - 85,955.65  Material Procurement - \$837,271.80  N/A  Amount of loan requested: \$  N/A  Maturity requested:years.  Has a commitment for financing been received as o	ade by the applicant?  .  f this application date, and if so
Have any of the above expenditures already been m Yes X ; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500 Dev. Fees and Planning Approval - 85,955.65  Material Procurement - \$837,271.80  N/A  Amount of loan requested: \$	ade by the applicant?  . ;  f this application date, and if so
Have any of the above expenditures already been m Yes X ; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500  Dev. Fees and Planning Approval - 85,955.65  Material Procurement - \$837,271.80  N/A  Amount of loan requested: \$  N/A  Maturity requested: years.  Has a commitment for financing been received as owhom?  X Yes; No Institution Name:	ade by the applicant?   f this application date, and if so we may contact.
Have any of the above expenditures already been m Yes X ; No If yes, indicate particulars Engineering/Design - \$120,874  Land Prep - \$18,500  Dev. Fees and Planning Approval - 85,955.65  Material Procurement - \$837,271.80  N/A  Amount of loan requested: \$	ade by the applicant?  .  f this application date, and if so we may contact.

G.		total amount estimated to be borrowed to finance the Project is equal to the ving; \$ N/A
BENI	EFITS E	XPECTED FROM THE AGENCY
A.	<u>Finan</u>	cing
	1.	Is the applicant requesting that the Agency issue bonds to assist in financing the project? Yes $\underline{\hspace{1cm}}$ ; No $\underline{\hspace{1cm}}$ . If yes, indicate:
		<ul> <li>a. Amount of loan requested: N/A Dollars;</li> <li>b. Maturity requested: N/A Years.</li> </ul>
	2.	If the answer to question 1 is yes, is the interest on such bonds intended to be exempt from federal income taxation? Yes; No
	3.	If the answer to question 2 is yes, will any portion of the Project be used for any of the following purposes:
	4.	a. retail food and beverage services: Yes; No b. automobile sales or service: Yes; No c. recreation or entertainment: Yes; No d. golf course: Yes; No e. country club: Yes; No f. massage parlor: Yes; No g. tennis club: Yes; No h. skating facility (including roller skating, skateboard and ice skating): Yes; No i. racquet sports facility (including handball and racquetball court): Yes; No j. hot tub facility: Yes; No k. suntan facility: Yes; No l. racetrack: Yes; No If the answer to any of the above questions contained in question 3 is yes, please furnish details on a separate attachment.
B.	<u>Tax I</u>	Benefits .
	1.	Is the applicant requesting any real property tax exemption in connection with the Project that would not be available to a project that did not involve the Agency? Yes X; No If yes, is the real property tax exemption being sought consistent with the Agency's Uniform Tax Exemption Policy? Yes X; No
	2.	Is the applicant expecting that the financing of the Project will be secured by one or more mortgages? Yes $\underline{}$ ; No $\underline{}$ . If yes, what is the approximate

VI.

	amo	unt of financing to be secured by mortgages? S n/a	1
3.	No appl	ding payment of N.Y.S. Sales Tax or Compensating.  If yes, what is the approximate amount of icant expects to be exempt from the N.Y.S. Sales es? \$ 1,950,000	Use Tax? Yes x;
4.	COIII	t is the estimated value of each type of tax-exensection with the Project? Please detail the type of tatch exemption.	nption being sought in ex-exemption and value
	a.	N.Y.S. Sales and Compensating Use Taxes:	s_1,950,000
	b.	Mortgage Recording Taxes:	\$_n/a
	c.	Real Property Tax Exemptions:	S_3,261,996
	ď.	Other (please specify):	the second secon
		processing and angiven analysis of the contract of the contrac	S
		2.175 (control 22) (275 (277 (277 (277 (277 (277 (277 (277	\$
5.	mcon	any of the tax-exemptions being sought in connects sistent with the Agency's Uniform Tax Exemption I. If yes, please explain.	ction with the Project Policy? Yes; No
<u>Proje</u>	ct Cost/	Benefit Information, Complete the attached Cost/B.	anafit Amalania at

- C. Project Cost/Benefit Information. Complete the attached Cost/Benefit Analysis so that the Agency can perform a cost/benefit analysis of undertaking the Project. Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).
- VII. <u>REPRESENTATIONS BY THE APPLICANT</u>. The applicant understands and agrees with the Agency as follows:
  - A. <u>Job Listings</u>. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.
  - B. <u>First Consideration for Employment.</u> In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by

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collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

- C. Annual Sales Tax Filings. In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.
- D. Annual Employment Reports. The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, within 45 days of the end of the calendar year, reports regarding the number of people employed at the Project site, including (1) the NYS-45 Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return for the quarter ending December 31 (the "NYS-45"), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable.
- E. <u>Uniform Agency Project Agreement</u>. The applicant agrees to enter into a project benefits agreement with the Agency where the applicant agrees that (1) the amount of Financial Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the "Public Benefits") and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to the applicant if the project is unsuccessful in whole or in part in delivering the promised Public Benefits.
- F. Representation of Financial Information. Neither this Application nor any other agreement, document, certificate, project financials, or written statement furnished to the Agency or by or on behalf of the applicant in connection with the project contemplated by this Application contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the special knowledge of any of the officers of the applicant which has not been disclosed herein or in writing by them to the Agency and which materially adversely affects or in the future in their opinion may, insofar as they can now reasonably foresee, materially adversely affect the business, properties, assets or condition, financial or otherwise, of the applicant.
- G. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:

- H. Compliance with Article 18-A of the General Municipal Law: The Project, as of the date of this Application, is in substantial compliance with all provisions of article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.
- I. <u>Compliance with Federal, State, and Local Laws</u>. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.
- J. <u>False or Misleading Information</u>. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.
- K. <u>Absence of Conflicts of Interest</u>. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:
- L. <u>Additional Information</u>. Additional information regarding the requirements noted in this Application and other requirements of the Agency are included in the Agency's Policies which can be accessed at:

 $\underline{http://www.townofmontgomery.com/DepartmentsBoards/Boards/IndustrialDevelopment} \\ \underline{Agency}.$ 

I affirm under penalty of perjury that all statements made on this application are true, accurate, and complete to the best of my knowledge.

By its execution below, the Applicant acknowledges and agrees to the following:

- (i) The undersigned has read, understands and consents to the Agency's Local Labor Law Policy as adopted and amended (See, Policies at www.montgomeryida.com);
- (ii) The undersigned affirms under the penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge; and
- (iii) The undersigned understands and agrees that the Agency will rely on the statements made in this application.

Michael Zatlukal

NOTE: APPLICANT MUST ALSO COMPLETE THE APPROPRIATE VERIFICATION APPEARING ON PAGES 24 THROUGH 27 HEREOF BEFORE A NOTARY PUBLIC AND MUST SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 28.

By: Title:

#### VERIFICATION

(If applicant is limited liability company)
STATE OF $N.V.$ ) SS.:
COUNTY OF Orange)
Michael Zatlukal
, deposes and says (Name of Individual) Cardinal Health 200 Inc, LLC
that he is one of the members of the firm of
that he is one of the members of the firm of
the limit liability company named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said limited liability company.
Muchan & Billeur D
Sworn to before me this 1.3 day of August, 2021
Suzanne Hadden (Noter Public) Suzanne Hadden
Qualified in Orange County Registration No. 01HA6117399 Commission Expires October 25, 20
NOTE: THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 30 IS SIGNED BY THE APPLICANT.

#### HOLD HARMLESS AGREEMENT

Applicant hereby releases Town of Montgomery Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the project described therein or the financial assistance requested therein are favorably acted upon by the Agency, (B) the Agency's financing, acquisition, construction and/or installation of the Project described therein; and (C) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project or, if applicable, find buyers willing to purchase the total bond issue requested, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

(Applicant) Muchael of Field

BY: Michael Zatlukal, VP Operations

Sworn to before me this

dtary Public)

SUZANNE HADDEN
Notary Public, State of New York
Qualified in Orange County
Registration No. 01HA6117399
Commission Expires October 25, 20

TO:	Project Applicants	
FROI RE:	M: Town of Montgomery Industrial Development Approximation Cost/Benefit Analysis	gency
conta This	In order for the Town of Montgomery Industrial Develop st/Benefit Analysis for a proposed project (the "Project"), the ained in this Project Questionnaire (the "Questionnaire") Questionnaire and the attached Schedule will provide inforcet, and the costs and benefits associated therewith.	he Applicant must answer the questions and complete the attached Schedules mation regarding various aspects of the
comp	This Questionnaire must be completed before we can further this Questionnaire and forward it to us at your earliest content of the complete content of the complete complete complete complete this Questionnaire and forward it to us at your earliest content of the complete c	nalize the Cost/Benefit Analysis, please onvenience.
	PROJECT QUESTIONNA	<u>ire</u>
1.	Name of Project Beneficiary ("Company"):	
2.	Brief Identification of the Project:	
	Estimated Amount of Project Benefits Sought:	
	A. Amount of Bonds Sought:	\$_0
	B. Value of Sales Tax Exemption Sought	\$ <u>1,950,000</u>
	C. Value of Real Property Tax Exemption Sought	\$ 3,261,996
	D. Value of Mortgage Recording Tax Exemption	
4.	Sought Library Course History & British	\$O
	Likelihood of accomplishing the Project in a timely fashion:	
'	timety fasinon.	High
	PROJECTED PROJECT INVES	STMENT
A.	Land-Related Costs	•
1	I. Land acquisition	\$ 0

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920,100

75,000

270,000

745,990

2. Site preparation

4. Utilities and infrastructure development

5. Access roads and parking development

6. Other land-related costs (describe)

3. Landscaping

B.		Building-Related Costs	e e de la companya d
	1.	Acquisition of existing structures	<b>\$0</b>
	2.	Renovation of existing structures	\$0
	3	New construction costs	\$15,221,441
	4.	Electrical systems	\$1,171,163
	5.	Heating, ventilation and air conditioning	\$685,212
	6.	Plumbing	\$622,184
	7.	Other building-related costs (describe)	\$52,500 (BMS)
	· ·	omer danding related conta (desertion)	\$32,000 (BINO)
Ċ.		Machinery and Equipment Costs	en e
	1.	Production and process equipment	\$56,000
	2.	Packaging equipment	\$52,500
	3.	Warehousing equipment	\$80,625
	4.	Installation costs for various equipment	\$Incl.
	5.	Other equipment-related costs (describe)	\$437,500
		The second secon	127
D.		Furniture and Fixture Costs	
	1.	Office furniture	\$270,000
	2.	Office equipment	\$272,000 (Incl. Wrhse IT)
	3.	Computers	\$56,000
	4.	Other furniture-related costs (describe)	\$1,649,375 (racking)
		omor lumiture related costs (describe)	\$1,049,070 (racking)
E.		Working Capital Costs	
	1.	Operation costs	\$0
	2.	Production costs	\$0
	3.	Raw materials	\$0
	4.	Debt service	\$0
	5.	Relocation costs	\$0
	6.	Skills training	\$0
	7.	Other working capital-related costs (describe)	\$0
F.		Professional Service Costs	· · · · · · · · · · · · · · · · · · ·
	1.	Architecture and engineering	£200.000
	2.	Accounting/legal	\$300,000
	3.	Other service-related costs (describe)	\$10,000
	J.	onici scrvice-related costs (describe)	\$0
G.		Other Costs	
	1.	IT Infrastructure	\$808,500
	2.	Security	\$626,500
			Ψ

H.	Summary of Expenditures	
1.	Total Land-Related Costs	\$2,020,090
2.	Total Building-Related Costs	\$17,752,500
3.	Total Machinery and Equipment Costs	\$626,625
4.	Total Furniture and Fixture Costs	\$2,247,375
5	Total Working Capital Costs	\$0
6	Total Professional Service Costs	\$300,000
7	Total Other Costs	\$1,435,000
/ -	Total Other Cooks	

#### PROJECTED PROFIT

I. Please provide projected profit as defined by earnings after income tax but before depreciation and amortization:

YEAR	Without IDA benefits	With IDA benefits
1	\$N/A	\$N/A
2	\$N/A	\$N/A
3	\$N/A	\$N/A
4	\$N/A	\$N/A
5	\$N/A	\$N/A

#### PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

I. Please provide estimates of total construction jobs and the total annual wages and benefits of construction jobs at the Project:

Year	Number of Construction Jobs	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year	8	\$631,774	\$39,991
Year 1	99	\$1,502,644	\$91,618
Year 2		\$	\$
Year 3	·	\$	\$
Year 4		\$	\$
Year 5	0	\$	\$

#### PROJECTED PERMANENT EMPLOYMENT IMPACT

- I. Estimates of the total number of existing permanent jobs to be preserved or retained as a result of the Project are described in the tables in Section IV of the Application.
- II. Estimates of the total new permanent jobs to be created by the Project are described in the tables in Section IV of the Application.
- III. Please provide estimates for the following:
  - A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.
- IV. Provide the projected percentage of employment that would be filled by Town of Montgomery residents: 13%
  - A. Provide a brief description of how the project expects to meet this percentage: Based off and assumes the current demographic percentage for town of Montgomery employees.

#### PROJECTED OPERATING IMPACT

1. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1st year following project completion)	\$ <u>0</u>
Additional Sales Tax Paid on Additional Purchases	\$_0
Estimated Additional Sales (1 <sup>st</sup> full year following project completion)	\$ <u>0</u>
Estimated Additional Sales Tax to be collected on additional sales (1st full year following project completion)	\$_0

II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes ("Pilot Payments"):

Year	Existing Real Property Taxes (Without IDA involvement)	New Pilot Payments (With IDA)	Total (Difference)
Current Year	0		
Year I	\$795,433	\$318,173	\$477,260
Year 2	\$795,433	\$318,173	\$477,260
Year 3	\$795,433	\$318,173	\$477,260
Year 4	\$795,433	\$397,716	
Year 5	\$795,433	•	\$397,716
Year 6	•	\$437,488	\$357,945
·-	\$795,433	\$477,260	\$318,173
Year 7	\$795,433	\$517,013	\$278,402
Year 8	\$795,433	\$556,803	\$238,630
Year 9	\$795,433	\$636,346	•
Year 10	\$795,433	\$715,890	\$159,807 \$ 79,543

III. Please provide a detailed description for the impact of other economic benefits and all anticipated community benefits expected to be produced as a result of the Project (attach additional pages as needed for a complete and detailed response):

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#### CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge; such responses are true, correct, and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

Date Signed: August 12, 2021

Name of Person Completing Project Questionnaire on behalf of the Company.

Name: Michael Zatlukal

Title: VP Operations

Phone Number: 845-457-2114

Address: 500 Neelytown Rd Montgomery, NY 12549

Signature: Mulant Toller

#### SCHEDULE A

#### CREATION OF NEW JOB SKILLS

Please list the projected new job skills for the new permanent jobs to be created at the Project as a result of the undertaking of the Project by the Company.

New Job Skills	Number of Positions Created	Range of Salary and Benefits
Warehouse Employees	60	\$53,000 - \$74,000
Supervisor	<b>. .</b>	\$88,000
<u>Manager</u> Director	1	\$130,000 \$260,000

Should you need additional space, please attach a separate sheet.

Sub-Type         Effective From         Effective To           Vice President - Global Trade Operations         2020-09-15           Director - Regulatory Management         2020-05-22           Director - Regulatory Management         2020-05-22           Vice President - Tax         2020-05-22           Assistant Secretary         2020-05-22           Assistant Secretary         2020-05-22           Assistant Secretary         2020-02-21           Assistant Secretary         2020-02-21           Assistant Secretary         2020-02-21           Chief Financial Online: Madical Segment         2020-02-21           Chief Financial Online: Madical Segment         2020-02-21           Chief Egal and Compliance Officer         2019-08-16           Chief Legal and Compliance Officer         2019-03-16           Exective Officer Statety & Composte Development         2019-03-16           Descriptive (Vice President: Strategy & Composte Development         2019-03-16
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Type
Officer

Eric Zink Wayne Robinson Travis Leonard Scott Zimmerman Steve Mason

Name
Cardinal Health 200, LLC
Cardinal Health

Jessica Mayer Scott Barnhart Michele Holcomb Kate Spirko

Keegan Chamberlain John Martin Laura Vaughn Samantha Bourdette

Name Maryam Duffey Jason Hollar

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#### Officer (F. P. )

## Legal Proceedings

In addition to the proceeding described below, the legal proceedings described in <u>Note 6</u> of the "Notes to Condensed Consolidated Financial Statements" are incorporated in this "Legal Proceedings" section by reference.

In June 2019, Melissa Cohen, a purported shareholder, filed an action on behalf of Cardinal Health, Inc. in the U.S. District Court for the Southern District of Ohio against certain current and former members of our Board of Directors alleging that the defendants breached their fiduciary duties by failing to effectively monitor Cardinal Health's distribution of controlled substances and approving certain payments of executive compensation. In December 2019 and January 2020, similar complaints were filed in the U.S. District Court for the Southern District of Ohio by purported shareholders, Stanley M. Malone and Michael Splaine, respectively. In January, 2020, the court consolidated the derivative cases under the caption in re Cardinal Health, Inc. Derivative Litigation and in March 2020, plaintiffs filed an amended complaint. The amended consolidated derivative complaint seeks, among other things, unspecified money damages against the defendants and an award of attorneys' fees. In February 2021, the court granted in part and denied in part defendants' motion to dismiss. The court dismissed the claim with respect to executive compensation but declined to dismiss the failure to monitor claim.

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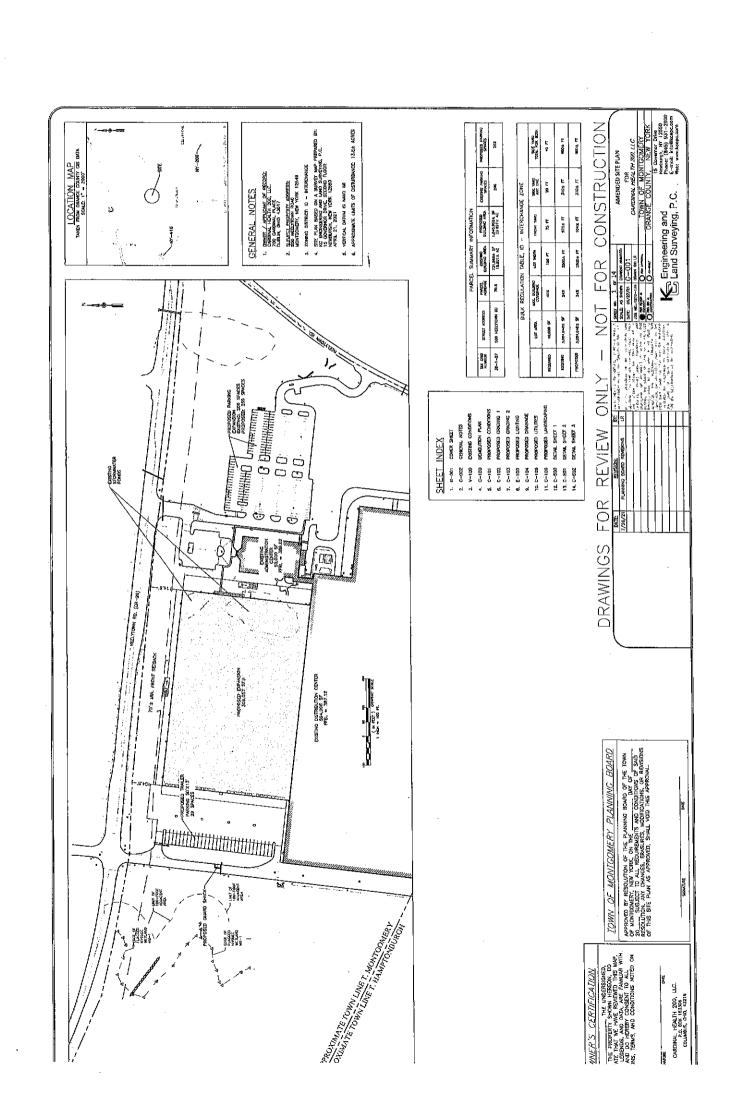
Cardinal Health | Q3 Fiscal 2021 Form 10-Q

#### Page 33, III Impact of Other Economic Benefits

The expansion of the Cardinal Health facility in Montgomery, New York will create over 60 full time jobs with expected payroll of approximately \$4.0M per year. Cardinal Health has operated in the Town of Montgomery for 28 years and this project will lengthen the time that Cardinal Health expects to operate from this facility. This in turn, will create the associated income, property, and employment taxes within the Town of Montgomery, Orange County, and New York State.

The project is expected to employee up to 99 contractors during the construction phase, again with the associated tax revenue for the Town of Montgomery and local region.

Through this project, Cardinal Health will position greater amounts of medical devices and medical consumables closer to customers which will create better service levels for patients and improve patient care for our local customer base serviced by this facility.



- ALL WORK SIMIL BE DONE IN ACCIDEDANCE WITH ALL STATE AND LOCAL CODES, ORDWANCES, AND ALL ACCEPTED INDUSTRY STANDAROS.
- 2. The CONPACION SHALL PROMOUBLY MORECT THE STITE COUNTRINGS AD THE WAY AND DAWNER THE MOSTING BRODNE, THE CONTRACT STONE OF WORK FROM POSTINGS TO WORK FROM THE CONTRINGS TO THE CONTRACT DECOMBATIS DESCRIBATIONS TO THE CONTRACT DECOMBATIS DESCRIBATIONS TO THE CONTRACT DECOMBATIS DESCRIBATIONS.
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    - 4. THE DETRING UNLIESS SHOWN ON THE SURNEY WERE AREON FROM THE SERVANDERGE DEPOSATION AND OFFICE OFF
      - CONTRACTOR TO PIELD-VERIFY ALL REMOVAL QUANTITIES.
        - ALL INSULABLE NATERAL, CONSTRUCTION DEBRIS, ETC., SWILL, BY PROPERAY, REJACKE, AND MSPENSED, OF OFF LICOL. CODES, ORDINANCES, AND LAWS.
- ALL DEMOUTION, GRADING, AND TREE REMOVAL PROCEDURES, PERMITS AND APPROVALS SHALL BE IN ACCORDANCE WITH INTSIET, AND/OR OTHER APPROPRIATE ALTHOROGYMO, AND ACE THE RESPENSIBILITY OF THE CONTRACTOR.
  - THE CONTRACT SHALL PRESERVE ALL MATURAL SITE FEATURES NOT REMONED DURING THEE CLEANING DIFFEATURES. ANY DESTURBED MEDS SHALL BE CONTROL PLANS.
    - all existing trees and vecetation to remain she be protected by the contractor, and damage trees and/or vecetation shall be replaced in King at the expense of the contractor.
- 1. THE CONTRICTOR IS ADVESTO THAT ADDITIONE NOTES CONTROL B FOUND ON SUCH ADDITIS, WHILE PECHANICA NO SUCH ADDITS, WHILE PECHANICA OF THE SPECIAL DISAMMENT THEY CANNED SUPPLIANCE NOTES LISTED HERGIN.
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- 12, DRNINGS AND SPECIFICATIONS REPRESENT THE FINISHED PROJECT. ACMINATION IS RESOLUCISE FOR ALL MENNS. METHODS AND SEQUENCES OF ALL PHAGES OF CONSTRUCTION AND DEMOLTROM.
  - ANY NORK NOT SHOWN ON THE DRAWINGS OR SPECIFICALLY MANDARES IN THE SECRETICALISMS, BUT CONSIDERED NOCESSARY TOWN THE COMPLETEN OF THE THE COMPLETEN AND ADMINISMS, CONTRIBUTION AT NO ADMINISMS. COST AND SHALL BE ENCLURED IN THAT IS DIGITIONE. COST AND SHALL

- 14. DRAWINGS ARE NOT TO BE EXCLED, DAYL DIRECTORS OWNERS WESTED CHARLES ASSESS, LEAVES RESULT OWNERS WITHOUT A MEDIUM ALL DIRECTORS BY THE CONTROL ALL DIRECTORS BY THE CONTROL OF DIRECTORS WESTER OF DIRECTORS WESTER OF DIRECTORS WESTER OF DIRECTORS WESTER OF DIRECTORS AND DIRECTORS
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    - 16. CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH AND INSTALL ALL WORK IN CONTRACT DOCUMENTS INDUSTRIL. TO THE SATISFACTIORY COMPLETION OF THE WORK.
- 17. ALL MANUFACTINED ANTICLES, MATERIALS AND EXCHAENTS SHALL BE SUPPLED, HEALTE, CONNECTED, ERETED, USEN, CLEMEN, AND CONGITIONED ACCORDING TO THE MANUFACTURER'S WRITEN ASTRUCTION ACCORDING
- 18. NE CONPERCION SAML DE RESPONSEIE FOR CONCOUNTER, NE STREAMEN CONCOUNTER, NO STREAMEN CONCOUNTER, NO STREAMEN CONCOUNTER, NO STREAMEN CONTRACTION ON STREAMEN CONTRACTION O
  - ONTRACTOR SHALL COORDINATE ALL DESINICS, STRUCTURAL DEMANCS AND RESETS SHOWN ON STRUCTURAL DEMANCS WITH SIGH-TOWER SEQUENCY THE NO PERSONNESS THROUGH STRUCTURAL DEMANGE ALLOWED AND STRUCTURAL PERSONNESS ALLOWED AS STORM ON THE APPROVED PROJECT ALMS.
- 20. NE CONTRACTOR SIALL BE RESTONBBLE TOR DERVICE BREADY AND PROTECTING ALL WORL DERVICE DESTRUCTOR AGAINST ACCORDING TO APPLIANCE CODE STANDARDS AND 0000 PRINCING
- 21. THE CONTRACTOR SAULE FARELANCE HANGILY WITH THE PROBLEMS OF CONTRACTOR STANDARD SO CHARLOW THE THE TABLE STANDARD SO SAULT WE WASHINGTON, AND SHALL SE HELD RESPONSE FIRST ACCEPTANCE OF THE WORK.

13. THE EMBINOW AND SEDMENT CONTROL MESCURES SYCHOLOGY AND PRESENT AND MEDULES ADJUSTICATES AS SECURED MEDULES ADJUSTICATES AND PROPERTIES AND PROPERTIES ADJUSTICATES ADJUSTICATES ADJUSTICATES ADJUSTICATIONS MAY BE DITE TO SHIFT CONFIDENCES AND METATION SEQUENCE AND MEMORY CONFESSION SEQUENCE AND MEMORY CONFESSION SEGUENCE AND MEMORY CONFESSION SEGUENCE AND MEMORY CONFESSION AND MEMORY OF ALL PROPERTIES THE DIRECTION OF ALL DESCRIPTION OF CONFINENCES.

FERSOL & SEMENT CANTROL WIES THE CHRINGFALE IS RESPONSED TO BALLUTE AND WINDOOD AND AND SEMENT OF BALLUTE AND WINDOOD SHOWED TO MIST THE CREATERNES OF THE STATE AND LIGHT SEMENTER REGISLATIONS AND WINDOOD SHIPPING. ALL RECURED UTILITY SEPARATIONS MUST BE MAINTAINED AS SHOWN ON APPROVED PROJECT PLANS.

COMPAZTOR IS RESPONSIBLE FOR ANY REQURED SPECTIVIC/SHORING/SPACING DESIGN AND INSTALLATION AS REQUIRED TO PEDIOTRIA THE WORK.

CONSTRUCTION NOTES

CONTRACTOR IS RESPONDEDE FOR CROUNDWATER DEMAISENCE, WITHIRBAWE, AND TRESTABLY DESIGN, PERMITTING, INSTALLATION AND MANIEMANCE AS REQUIRED TO PERFORM THE WORK.

CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, INSPECTION, AND MANITEMENCE OF ALL BROSKOW AND SEDIMENT CONTROL MODALIES SHOWN ON THE PLANS AND AS DIRECTED BY THE PROJECT ENGINEER. CONTRACTOR IS RESPONSIBLE FOR PROYOUNG THE ENGINEER WITH A CONSTRUCTION SEQUENCE FOR ALL ACTIVITIES PERTAINING TO THE SCOPE OF WORK.

- AS CONTRICTOR BY MALL POBRIDMEN WORK AN SUCK A LINAWERS SEE ACTIVITIES AND CONTRICTOR THE CLUREST LOCATIONS INCLINEAR MARKES AND EXPOSED TO CONTRICTORS WILLIAMS AND ADMICTORS OF PROPERTY. PROPERTY TO CONTRICTOR SHALL THOUGHT AND PROPERTY OF A DEPLACE MANITHENESS, AND PROPERTY OF A DEPLACE OF SHALL CONTRICTOR SHALL CONTRICTOR SHALL CONTRICTOR SHALL CONTRICTOR SHALL CONTRICTOR. SHALL CONTRICTOR SHALL CONTRICTOR SHALL CONTRICTOR SHALL CONTRICTOR SHALL CONTRICTOR.

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  - 4. HE CONSTRUCTOR SALL, AT THE WEIGHTS OF THE PROJECT SONG THE PROPAGE A SUSPICIONE, OF CONSTRUCTOR STORED AND A DISASSENT DIRECTOR OF COLLEMBER AND COMPANY. AND CONSTRUCTOR STORED AND STRUCTOR COMPANY DIRECTOR STORED AND STRUCTOR OFFICE ADMITTION FOR A STRUCTOR OFFICE ADMITTANCE ADMITTION FOR A STRUCTOR OFFICE ADMITTANCE AD

6. CONTRACTOR SAVIL, STABLIZE DISTURBED AREAS WITH SEED & MUCH THAT HAVE BEEN HACTIVE FOR 7 DAYS OR LONGER.

COMPACTAR IS RESPONDIBLE TO KEEP PUBLIC SOLUT-OF-WAY, ALPAY SITE DOUNDARDS, CLER OF STANDARDES, FOR ANY STREET CLEANIN INCESSAY DURING THE COUNSE OF THE PROJECT,

B. CONTRACTOR IS RESPONDIBLE FOR DUST CONTROL. PREDUCHOUT CONSTRUCTION PERIODS AND UNIT. THE SITE IS PERIANGYILY STABLICED.

CONTRACTOR IS RESPONSIBLE TO REMOVE EROSION AN SEDIMBHY CONTROL MEGANIES RFTER THE DISTURBED AREAS HAVE BEEN PERMANGRATY STABLEZED, ILE GREATER THAN 75% VESETAINE COVER.

- 5. FRICK TO STARTING ANY CONSTRUCTION ACTIVITY THE CONTRACTOR SYALL CONSTRUCTION WETHOW, WITH OWNER OR OWNER'S REPRESENTANCE, AND PROJECT BACKNEDE. THE CONTRACTOR SHALL EXCHANG AND FIELD VIGHTEY A STATISTING AND CHARLESTORS AND CONVIDENCE WIT PLOSES SHARM ON THE FLAME. IN CASE OF ANY SIGHTELYM DISCREPANCE, CONTRACTOR SHALL AMEDIATELY NOTH'T HE PROLECT ENGINEER.
  - THE LOCATION OF ALL EXCENSION UNCESSION UNITES SHOWN ARE APPROAUST. THE CONTRICION IS EXPONENTE. FOR PREJATION OF LOCATION AND CONSTRUCTION.
    - CONTRACTOR IS RESPONSELE FOR COORDINATIVE WITH PROJECT FOR ULITY CONFINANT OR AGENCY FOR DISCONNECTING SERVICES, AND PROVIDEN DES SERVICES, WITHIN THE PROJECT ARE,

12. AREAS INSTINEED BY CONSTRUCTOR SHALL BE SEEDED A MUCKOOD LANGES OFFERENS AND AND APPLICATION AND AND ADDRESS AS SEEDED A MUCKOOD LANGE OFFERENS AS THE CHESTERS AS SEED AND AND ADDRESS AS THE SEEDED AND AND AND ADDRESS AS THE SEEDED AND AND AND ADDRESS AS THE SEEDED AND AND AND ADDRESS AS THE SEED AND AND AND ADDRESS AS THE SEED AND AND ADDRESS AS AND ADDRESS AND ADDRESS AND AND ADDRESS AND ADDRE

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11. ALL PÉRIAMANT SLOVES PHICH WIL, BE SOUM, TO ANOUR ENERGE BATHY SALL SE PROVISED WITH TONE PERSONANCIEDEN MATTHEY TO PROVIDE PAR MATTHEY FIRST PROVINCEMENT MATTHEY FIRST PROVINCEMENT TRUE CONTECT TRUE C—45 OR

12, THE CONTRACTOR SHALL MODEY THE LOCATION OF THE STABLEDCY CONSTRUCTION EATENER AS THE PROJECT PROPESSES TO ACCOMMODATE OFFERENT PARSES OF PROJECT CONSTRUCTION.

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACHARLY BROWN TO DEPENDENT HAVE BENKUNG. COLLUPSE, DISTRUCTION AND OFF-ALCHRENTS ACCREDING TO CODES AND STANDARDS OF CODES PRACTICE.
  - 1), CONTRACTOR AS RESPONSIBLE FOR PROVIDING ALL LABOR. EQUIPMORT, AND MATERIALS AS REQUIRED TO BE WORK SHOWN WITHIN THE PROJECT AREA.
- 12. CONTRACTOR TO SUBMIT SHIP BOANNINGS FOR ALL PRODUCTION LEG. PRESENTANCES STREATURESS. STREATURESS. STREATURESS. STREATURESS. STREATURESS. STREATURESS. AND WALLIAMS. SUBMITTANCES. STREATURESS. PRESENTED TO THE DARRIGGINGS.
  - 13. WHERE WALLEACTREADS WARRS AND PRODUCT WARRENGES IT SHAMES, IT SHAMES, IT SHAMES, IT SHAMES, IT SHAMES, IT SHAMES IT CHANGES TRANSPARES, IT SHAMES IT SHA

- 14, ALL FINISH GRADING IS TO BE DONE SO AS TO ENSUAR POSITIVE DRANAGE.
- 15. AL STE SIDNOG AND PARCHENT MARKHOS SHULL CONFORM TO THE LITEST INCIDIAL MANUAL ON UNFORM, TRAFFIC CONTROL DEVICES (ALLITCO.), STATE AND MUNICIPAL CODES.
  - 16, ALL EXCESS SPOLS TO BE DISPOSED OF ON-SITE, ONLY CONCRETE, ASPHALT AND CONSTRUCTION DEBINS SHALL BE DISPOSED OF DEP-SITE.
- 17. ALL DICHANTER SHILL BE PROTEBLY BLOFFLED WITH PROFINE OF THE WORKERS OF MENSA TOWN DIMINIUS SEE AUGURED. MORPIED PROTOR (IN PARC) ARROS) AND PROVINCE OF A PROFINE COMPACTION TO THE RESPONSES E REACHES AND COMPACTION STATE AND SHILL SHIPMED SHIP REPORT OF PROJECT DICHARDS.
  - 16. A MENIAMA OF SIX (6) INCHES OF ENVIRONMENTALIY CLEM TOP SOL, SHALL BE USED ON ALL EXPRESS GROUND SURFACES, INCLIDING LANDSCHEED AREAS.
- 19. AL UTLIT MANIQLE, HANDHOLE, AND CRAITS SHALL LEW THE INSCRIPTION OF ITS RESPECTIVE UTLITY USE. "ELECTRICAL BOXES "ELECTRICAL BOXES "ELECTRICAL BOXES"

- NOT FOR CONSTRUCTION FOR REVIEW ONLY DRAWINGS

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GENERAL NOTES FOR CARDINAL HEALTH 200, 1.LC	DRANGE COUNTY, NEW YORK	3nd   New Total   1250   New Total   New	¥
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GENERAL NOTES

