

COOPERATIVE AGREEMENT AND PERMANENT RUNWAY CONFIGURATION

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and among:

1. **THE TOWN OF NORTH DANSVILLE**, a municipal corporation and owner of the Dansville Municipal Airport ("Town");
2. **LMC INDUSTRIAL CONTRACTORS, INC.**, a private business entity utilizing cranes and requiring defined airspace clearance ("LMC"); and
3. **THE LIVINGSTON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation ("IDA").

RECITALS

- **WHEREAS**, the Town owns and operates the Dansville Municipal Airport (the "Airport"), a public-use facility bound by historical federal and state asset agreements;
- **WHEREAS**, LMC operates a legacy industrial facility as an off-airport neighbor and utilizes tall mobile machinery, specifically cranes, to offload material at a fixed location that cannot be reconfigured;
- **WHEREAS**, to legally accommodate these vital industrial operations, preserve local employment, and maintain strict compliance with FAA Part 77 airspace safety standards, the parties desire to establish a permanent physical alteration to the runway approach configuration rather than a physical destruction of runway pavement;
- **WHEREAS**, LMC and IDA have agreed to provide the financial capital necessary to design, permanently mark, and implement this permanently displaced runway configuration, subject to a strict financial investment cap; and
- **WHEREAS**, in consideration for this capital funding and the retention of the local industrial tax base, the Town agrees to oversee the permanent modification of the airport layout configuration to guarantee LMC's continuous crane operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1: FUNDING OF INFRASTRUCTURE & INVESTMENT CAP

- **1.1 Funding Commitment:** LMC and IDA shall jointly provide the necessary financial capital to fund the engineering, Airport Layout Plan (ALP) updates, FAA Form 7460-1 regulatory filings, and the permanent physical painting, striping, signage, and lighting adjustments and any other modifications required to establish a permanent displaced runway threshold at the Airport.
- **1.2 Investment Cap:** Notwithstanding any other provision in this Agreement, the combined total financial contribution of LMC and the IDA for the planning, approval, and installation of the permanent operational threshold shall be strictly capped at a maximum of \$400,000.00 (the "Investment Cap").
- **1.3 Cost Overruns:** In the event that official engineering, labor, or regulatory costs exceed the Investment Cap, LMC and the IDA shall have no liability for excess amounts. Any costs exceeding this cap must be renegotiated via written amendment, or LMC/IDA may terminate this Agreement without penalty, recovering all unspent escrow deposits.

SECTION 2: PERMANENT RUNWAY CONFIGURATION & PHYSICAL MARKINGS

- **2.1 Permanent Displaced Threshold Installation:** The Town shall cause its third-party licensed contractor, duly assigned and managed by the Town, to permanently modify the configuration of the Airport's main runway by implementing a permanent displaced threshold.
- **2.2 Physical and Aeronautical Specifications:** The Town, through its assigned contractor, shall cause the physical painting, signing, and lighting adjustments of the runway to permanently drop the Landing Distance Available (LDA) from 3,500 feet to 2,250 feet to clear LMC's cranes. This reduction shall be explicitly coded into all permanent Federal Aviation Administration (FAA) aeronautical data publications, permanent charts, and official Airport Diagrams.
- **2.3 Bid Review and Contractor Signoff:** The Town shall handle the procurement process for the project in accordance with applicable municipal bidding laws. Prior to awarding any contract for the construction, engineering, painting or lighting changes, the Town shall submit all competitive bids, project proposals, and contractor qualifications to both LMC and the IDA for formal review. No contractor shall be assigned or hired by the Town for this project without the express, written sign-off and approval of both LMC and the IDA.

SECTION 3: DEFAULT AND COMPLIANCE REMEDIES

- **3.1 Event of Default:** It shall constitute an immediate material Event of Default under this Agreement if:
 - The Town or its assigned contractor fails to maintain the physical markings, signage, or lighting defining the permanent displaced threshold;
 - A court or regulatory agency halts, revokes, or reverts the permanent threshold framework due to a lawsuit or administrative challenge from any local aviation group or pilot; or
 - The Town fails to defend LMC's right to operate its cranes within its facility footprint.

SECTION 4: FAA REGULATORY COOPERATION & INDEMNIFICATION

- **4.1 Mandatory Town Advocacy:** The Town legally covenants to zealously advocate for and pursue all available FAA approvals, Airport Layout Plan (ALP) updates, and permanent chart updates for this permanent threshold configuration. In the event of an adverse FAA determination or a formal complaint filed against the setup, the Town shall exhaust all administrative appeals and legal remedies at its own expense to protect LMC's operational clearance.
- **4.2 Alternative Technical and Operational Workarounds:** If the FAA or a court orders the permanent displaced threshold modified, suspended, or removed, the Town shall immediately cooperate with LMC to preserve operational clearance via alternative legal pathways. Permitted workarounds include the swift implementation of specialized daytime visual aids, flagger protocols, localized automated lighting systems, or the execution of a temporary variable runway framework driven by daily Notice to Air Missions (NOTAM) filings to clear LMC's scheduled crane operations.
- **4.3 Town Responsibility for Historical Grants:** The Town acknowledges that it remains the sole public sponsor of the Airport. The Town shall handle, manage, and settle any and all historical FAA grant compliance issues, regulatory audits, or regional airspace friction out of its own municipal budget, entirely insulating LMC and the IDA from external federal clawbacks.

SECTION 5: GOVERNING LAW, PUBLIC TRANSPARENCY & ASSIGNMENT

- **5.1 Severability Protection:** If any provision, sentence, or clause of this Agreement is declared invalid or illegal by a court of competent jurisdiction or the FAA, such invalidity shall not affect the remaining portions of this Agreement.
- **5.2 Mandatory Written Communications:** All notices or modifications involving this framework must be communicated strictly in writing via certified mail or hand delivery to the following designated recipients:
 - **To the Town:** Town of North Dansville, Attn: Town Supervisor, 14 Clara Barton St, Dansville, NY 14437
 - **To LMC:** LMC Industrial Contractors, Inc., Attn: Jeff Holley, Director of Operations, 9431 Foster Wheeler Rd., Dansville, NY 14437
 - **To the IDA:** Livingston County Industrial Development Agency, Attn: Mr. William Bacon, Executive Director, 6 Court St., Room 305, Geneseo, NY 14454
- **5.3 Successors and Assigns:** This Agreement shall be completely binding upon, and inure to the benefit of, the corporate successors, legal representatives, and permitted assigns of LMC and any future municipal iterations of the Town.
- **5.4 Jurisdiction:** This agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement and Permanent Runway Configuration to be executed by their duly authorized officers as of the day and year first written above.

THE TOWN OF NORTH DANSVILLE

(Municipal Corporation / Public Airport Sponsor)

By: _____

Name: _____

Title: Town Supervisor, Town of North Dansville

Date: _____

Attest:

By: _____

Name: _____

Title: Town Clerk / Seal

LMC INDUSTRIAL CONTRACTORS, INC.

(Private Corporate Entity)

By: _____

Name: Jeff Holley

Title: Director of Operations

Date: _____

THE LIVINGSTON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(Public Benefit Corporation)

By: _____

Name: Mr. William Bacon

Title: Executive Director

Date: _____