

**FIRST ADDENDUM TO THE AGREEMENT BETWEEN NORFAM CORPORATION  
AND THE TOWN OF NORTH HAVEN, MAINE CONCERNING USE OF NORFAM  
AIRSTRIP**

THIS ADDENDUM to the AGREEMENT BETWEEN NORFAM CORPORATION AND THE TOWN OF NORTH HAVEN, MAINE CONCERNING USE OF NORFAM AIRSTRIP (“Addendum”) is made this 1st day of July 2020, by and between Norfam Corporation (“Norfam”), the Town of North Haven, Maine (“Town”), and Penobscot Island Air (“PIA”).

**I. RECITALS**

WHEREAS, Norfam and the Town are parties to a certain “Agreement between Norfam Corporation and the Town of North Haven, Maine Concerning Use of Norfam Airstrip” (hereinafter, the “Agreement”); and

WHEREAS, PIA desires to be a party to this Addendum; and

WHEREAS, Norfam and the Town mutually desire to amend the terms of the Agreement to allow for additional flights during the summer of 2020 (*i.e.*, from May 15 until September 30);

NOW THEREFORE, Norfam and the Town agree as follows:

**II. DEFINITIONS**

For the purposes of this Addendum to the Agreement, the following terms shall have the following meanings:

“*Agreement*” shall mean the “Agreement Between Norfam Corporation and the Town of North Haven, Maine Concerning Use of Norfam Airstrip,” which was fully executed on October 13, 2016.

“*Summer 2020*” shall mean that period beginning at 12:01 A.M. on May 15, 2020 and ending at 11:59 P.M. on September 30, 2020.

**III. USES AUTHORIZED DURING THE SUMMER 2020**

Notwithstanding the provisions contained in Section III(A) of the Agreement, the following provisions govern during Summer 2020.

A. The parties agree that PIA is permitted to use the Airstrip for takeoffs and landings for any flights, provided that they occur during the hours set out in the table below:

	<b>Morning</b>	<b>Mid-Day</b>	<b>Evening</b>
<b>Monday through Friday</b>	7:00 to 9:00	11:30 to 1:00	4:00 to 5:30
<b>Saturday</b>	7:00 to 8:30	12:00 to 1:30	None
<b>Sunday</b>	None	12:00 to 1:30	4:00 to 5:30

B. Notwithstanding the limitations in subsection (1) above, in the event of any Bona Fide Emergency, PIA shall be permitted to use the Airstrip to take off or land regardless of time of day.

C. Norfam Affiliates, as that term is defined in the Agreement, are entitled to use the Airstrip at any time of day during the Summer 2020.

D. The parties acknowledge that PIA’s schedule depends on factors out of its control, including weather, distribution of freight from FedEx, UPS, and others, and arrival of mail from the USPS.

E. No other use of the Airstrip, except those by Norfam Affiliates or for “Bona Fide Medical Emergencies,” as described herein, shall be permitted during the Summer 2020.

F. On a monthly basis during Summer 2020, PIA will provide Norfam with a report containing data on all landings and takeoffs. Such reports may be provided to Norfam electronically to the address listed in Section X of this Addendum.

#### **IV. FLIGHT PATTERNS**

To the extent feasible and consistent with safe flight operations, PIA’s aircraft landing at and departing from the Airstrip shall operate toward the southern end of the Airstrip and shall utilize a traffic pattern that avoids the houses owned by the Norfam Affiliates.

#### **V. BLACKOUT PERIODS**

Norfam may exclude PIA flight operations during Summer 2020 for no more than two (2) days. Norfam must give both the Town and PIA at least ten (10) business days’ notice of any blackout period. Each of the two blackout periods is defined as a single calendar day lasting from 12:01 A.M. until 11:59 P.M.

## **VI. WARNING DEVICE**

The Town will coordinate with PIA and arrange to install a warning device consisting of a flashing light and, to the extent reasonably feasible, an audible signal at the Norfam-owned house near the northern end of the Airstrip. The warning device will be operated by radio signal transmitted by the pilots of incoming PIA aircraft.

## **VII. DISCUSSIONS AFTER SUMMER 2020**

During October 2020, representatives of Norfam and the Town shall meet, either in person, virtually, or by conference call, to discuss the results of the expanded flight operations as set out in this Addendum and, if mutually agreed, continue discussions toward a longer-term agreement allowing the Town to utilize the Airstrip year-round under certain mutually-agreeable circumstances. Such circumstances may include, without limitation, a requirement for the Town to install a fence around the Norfam-owned house near the northern end of the airstrip.

## **VIII. EMINENT DOMAIN**

During the time period from the effective date of this Addendum until October 31, 2020, the Town agrees that it will not commence eminent domain proceedings against the Norfam Corporation for the purpose of acquiring the Airstrip.

## **IX. CONSIDERATION**

In addition to the costs of maintaining insurance and plowing the airstrip during the winter months, the Town will pay directly to Norfam Corporation the sum of \$21,500 (“Usage Fee”) for the use of the Airstrip during the Summer 2020. Payment shall be by check made out to Norfam Corporation and delivered to the following address within ten (10) business days of the execution of this Addendum:

Address: Norfam Corporation  
c/o Courtney Mack  
30 Long Creek Drive  
South Portland, Maine 04106

In the event that Norfam exercises its right, as provided in Section III(C)(5) of the Agreement, to discontinue the use of the Airstrip as an airstrip, Norfam shall refund the pro rata share of the Usage Fee proportionate to the amount of time remaining under the term of this Addendum. Such refund shall be paid to the Town within thirty (30) days of providing notice to the Town.

**X. DISPUTES AND DISPUTE RESOLUTION**

During Summer 2020, any concerns by either party must be immediately be brought to the attention of the other party and PIA. Within 72 hours of receiving notice of a dispute, the three parties will each designate one representative to discuss the nature of the dispute and attempt to resolve it expediently. Flight operations consistent with this Addendum and the Agreement will continue while the parties attempt to resolve the dispute.

Notice of all disputes will be sent electronically to the following addresses:

Town of North Haven: [Administrator@northhavenmaine.org](mailto:Administrator@northhavenmaine.org); and [taxcollector@northhavenmaine.org](mailto:taxcollector@northhavenmaine.org)

Penobscot Island Air: [info@penobscotislandair.net](mailto:info@penobscotislandair.net)

Norfam Corporation: [helencook6789@gmail.com](mailto:helencook6789@gmail.com)

To the extent that the attempts to resolve the dispute under this section are unsuccessful, the parties shall follow the dispute resolution provisions of Section IX(C) of the Agreement.

**XI. REMAINING TERMS AND CONDITIONS**

All other terms and conditions contained in the Agreement, except as modified by this Addendum, shall remain in force during and after the Summer 2020 unless modified further by the parties in writing.

**XII. BINDING EFFECT**

This Agreement shall extend to, be binding upon and inure to the benefit of the parties to this Agreement, their respective heirs, executors, successors, assigns, transferees and personal representatives.

[Remainder of this page intentionally left blank. Signature pages follow.]

**SIGNATURE PAGES (1 of 2)**

**NORFAM CORPORATION**

by \_\_\_\_\_  
Helen Cook, President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Then personally appeared the above named Helen Cook, President of Norfam Corporation, and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of said Norfam Corporation, thereunto duly authorized, before me.

\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Printed Name

**TOWN OF NORTH HAVEN**

by \_\_\_\_\_  
Jonathan Demmons, Chair  
Town of North Haven Select Board

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Then personally appeared the above named Jonathan Demmons, Chair of the North Haven Select Board, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Town of North Haven, thereunto duly authorized, before me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

**SIGNATURE PAGES (2 of 2)**

**PENOBSCOT ISLAND AIR**

by \_\_\_\_\_  
Teresa Waters  
President, Penobscot Island Air

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Then personally appeared the above named Teresa Waters, President of Penobscot Island Air, and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of said Penobscot Island Air, thereunto duly authorized, before me.

\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Printed Name