

**BROWN & BURKE**  
ATTORNEYS AT LAW  
85 Exchange STREET - P. O. BOX 7530  
PORTLAND, MAINE 04112  
*www.brownburkelaw.com*

TELEPHONE (207) 775-0265  
FACSIMILE (207) 775-0266

RUFUS E. BROWN  
M. THOMASINE BURKE

August 9, 2011

Joanne Steneck, General Counsel  
Maine Public Utilities Commission  
State House Station 112  
Augusta, Maine 04333

*Re: Donald J. Marcuse, MD et al, Request for Commission Investigation  
Into Unreasonable Practices Charged by Fox Islands Electric  
Cooperative, Docket No. 2011-184*

Dear Ms. Steneck::

I am responding on behalf of the Petitioners to the letter of Andrew Landry, counsel for Fox Islands Electric Cooperative ("FEIC"), dated August 1, 2011 responding to your letter of July 11, 2011.

1. We challenge FEIC's interpretation of the Power Purchase Agreement. Section 4.1(b) of the Power Purchase Agreement provides that the expenses associated with compliance by Fox Islands Wind ("FIW") with applicable regulatory requirements is to be "at the Seller's sole expense." There is no exception based on Appendix A. The plain meaning of the Power Purchase Agreement prohibits FIW from passing these expenses on to FIEC for pass through to consumers.

2. Assuming the Power Purchase Agreement allows FIW's to make a price adjustment pursuant to Appendix A, FIW has not followed the procedures set forth in Appendix A. The price adjustment made by FIW was based on estimated costs in November 2011, not on the prior year's actual costs.

3. The FIEC letter did not respond to the request for information in the last sentence in paragraphs 2, 3 and 4 of your July 11, 2011 letter.

Sincerely yours,

  
Rufus E. Brown

REB/  
cc. Andrew Landry, Esq.