

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**UM 1887**

PORTLAND GENERAL ELECTRIC  
COMPANY,

Complainant,

v.

COVANTA MARION, INC.

Respondent.

CORRECTED  
DECLARATION OF SAMI KABBANI  
IN SUPPORT OF RESPONDENT,  
COVANTA'S MOTION TO DISMISS

I, Sami Kabbani, do hereby declare:

1. I am the Senior Vice President for Covanta Energy LLC. I have personal knowledge of each of the matters set forth below.
2. Covanta contacted PGE in around March of 2013 about negotiating a revised PURPA PPA.
3. On or about April 1, 2013, Bruce True of PGE provided Schedules 201 and 202 to Covanta to review the contracting process.
4. On or about June 10, 2013, Covanta sent a formal request to PGE to negotiate a Schedule 202 contract.
5. On or about June 19, 2013, John Morton and Bruce True of PGE provided Covanta with indicative pricing for a Schedule 202 contract.
6. On or about July 12, 2013, PGE sent Covanta a term sheet for a Schedule 202 contract.
7. PGE suggested that Covanta accept a non-PURPA contract.

8. On April 12, 2013, Covanta initiated the process to obtain an interconnection agreement to replace the interconnection provisions embedded in the 1984 PPA.
9. PGE insisted on completing unnecessary system studies with respect to its own system and BPA's system.
10. As of September of 2013, PGE and Covanta still had not reached agreement on the scope of the system impact studies that would be required by PGE in order to maintain the Project existing interconnection.
11. On or about September 23, 2013, Covanta notified PGE that it would accept PGE's suggestion that Covanta execute a "merchant" contract rather than a PURPA contract.
12. On or about October 9, 2013, PGE tendered to Covanta a "merchant" contract based on the Edison Electric Institute Master Power Purchase and Sale Agreement.
13. On or about December 2, 2013, the parties agreed to terms on the interconnection agreement.
14. On or about March 30, 2016, Covanta contacted John Morton of PGE to begin discussions for a replacement to the short-term merchant contract.
15. On or about May 2, 2016, Covanta representatives discussed contract options with John Morton and Sean Davis of PGE. The parties discussed the possibility of negotiating a Schedule 202 contract, re-rating the Project to 10 MW and executing a standard Schedule 201 contract, or executing a new non-PURPA, merchant contract.

16. PGE represented to Covanta at the May 2, 2016 meeting that if the Project were physically re-rated to 10 MW, then it would qualify for a Schedule 201 contract.
17. On or about March 2, 2017, Covanta executed and delivered the Schedule 201 standard contract, indicating its intent to be bound by its terms and to receive the pricing in effect at the time of execution.
18. On or about March 22, 2017, Angeline Chong of PGE send Covanta a response confirming PGE's receipt of Covanta's Schedule 201 contract request and attaching PGE's initial information request.
19. In early April, Covanta communicated with John Morton of PGE and a conference call was scheduled for April 17, 2017 to clarify or address any outstanding issues that PGE may have with respect to Covanta's contract request. PGE abruptly canceled the scheduled call and refused to speak with Covanta about the Schedule 201 request.

I HEREBY DECLARE THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND THIS DECLARATION IS MADE FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY

DATED this 8<sup>th</sup> day of September, 2017.



SAMI KABBANI