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Via Electronic Submission

Clerk of the Board
California Air Resources Board
1001 I Street
Sacramento, CA 95812

Re: Comments of Powerex Corp. on the Proposed Amendments to the Mandatory Reporting Regulation

Dear Chairwoman Nichols and Members of the Board:

On behalf of Powerex Corp. ("Powerex"), I submit the following comments on the California Air Resources Board's ("ARB's") September 4, 2013 Proposed Amendments to the Mandatory Reporting Regulation (the "MRR" or the "Regulation"), scheduled for consideration by the Board at the October 24-25, 2013 meeting.

Powerex is a corporation organized under the Business Corporations Act of British Columbia, with its principal place of business in Vancouver, British Columbia, Canada. Powerex is the wholly-owned energy marketing subsidiary of the British Columbia Hydro and Power Authority ("BC Hydro"), a provincial Crown Corporation owned by the Government of British Columbia. Powerex sells power wholesale in the United States, pursuant to market-based rate authority granted by the Federal Energy Regulatory Commission in October 1997, renewed most recently effective January 1, 2009.

Powerex sells power from a portfolio of resources in the United States and Canada, including Canadian Entitlement resources made available under the Columbia River Treaty, BC Hydro system capability, and various other power resources acquired from other sellers within the United States and Canada. Powerex also buys and sells power in Canadian provinces other than British Columbia and in Mexico. Powerex has been delivering power to California since shortly after receiving its market-based rate authority and is currently registered with ARB as an Asset Controlling Supplier ("ACS").

Powerex appreciates ARB's efforts to create and implement a comprehensive greenhouse gas ("GHG") emission reporting program and a cap-and-trade program. In Powerex's view, both programs serve to fulfill the mandate in the California Global Warming Solutions Act ("AB 32")

to reduce GHG emissions in California and to combat global climate change. With the proposed amendments to the MRR, ARB is making significant progress toward making the two programs consistent and thereby achieving the goals of AB 32.

Powerex offers the following comments on the proposed MRR amendments with the goal of improving and refining the two programs. We focus these comments on the most critical of the changes needed. Based upon the experience with the first nine months of California's Cap-and-Trade Program (the "Program"), it is clear that important issues remain to be resolved if the GHG emissions and electricity markets are to function efficiently, incorporating economic signals one from the other.

Powerex's comments on the Proposed MRR Amendments relate primarily to written contracts for specified power and more specifically on the requirement for a written contract to be contingent on delivery of power from a specific source. This critical concept is addressed in each of the following sections of Powerex's comments:

1. ARB's proposed ACS amendments to MRR Section 95111(a)(5)(B) are necessary;

2. ARB should utilize a consistent definition of "asset controlling supplier" across the Regulation to reduce confusion within the industry, and;

3. ARB should add clarity and additional tools to verify imports of specified power.

Powerex is concerned that a tremendous amount of ambiguity still exists within the wholesale power market regarding power contracts that can support a GHG emission factor other than the default unspecified rate. This ambiguity has the potential short-term effect of distorting the wholesale power markets and the potential longer-term effect of frustrating the goals of the Program. This ambiguity also could allow an importer to claim unspecified imports as specified contrary to the intent of the underlying contract, thereby subverting one of the two foundational requirements of specified power. ARB should take additional steps to ensure that such activities are prevented going forward. Proper written power contracting (as opposed to voice tapes, and other informal electronic records) would provide the necessary clarity that the seller and the buyer expressly agreed that the transaction was contingent upon delivery of power from a particular source designated at the time the transaction was executed. Powerex urges ARB, particularly in the initial stages of the Program, to require a high level of transparency and auditability in the reports filed by electricity importers.

As set forth in more detail below, the proposed MRR amendments ensuring that unspecified sales from ACSs are not treated as specified power when imported into California are necessary and critical to maintain the previously established principles. In other cases the proposed amendments do not do enough to ensure transparency and enable auditability. Concerns that such requirements will make the MRR inefficient or will unduly burden

commercial activity in the short term wholesale power market are overstated and more than outweighed by the necessity to ensure the integrity of the Program and the proper functioning of the wholesale power markets.

1. ARB's Proposed Amendments to MRR Section 95111(a)(5)(B) are Necessary.

Powerex supports ARB's proposed amendments to MRR § 95111(a)(5)(B). The proposed amendment is necessary since power already may be supplied by an ACS as either specified or unspecified, depending on whether the contract is contingent upon delivery of power from the ACS system. This is no different than the ability of individual resource owners to sell "specified source" power by committing to deliver power from the unit designated at the time of the transaction, or to sell unspecified power and making no such commitment. Powerex believes confusion has arisen due the definition of the Asset Controlling Supplier itself as a specified source (despite many other aspects of the Regulation that suggest the contrary). Powerex believes that modifications to MRR § 95102(432) and § 95102(20) are essential to eliminate this confusion, and proposes specific language herein. (See Section 1(e) below.)

Powerex supports ARB maintaining its existing approach to defining "specified" power (from ACS entities and from non-ACS entities alike) and its two key requirements: (1) a written power contract committing the seller to deliver the power from a designated source, and; (2) a NERC e-Tag verifying that the power was, in fact, delivered from the designated source to a California Balancing Authority.

a) ARB Should Continue to Require a Written Power Contract for Specified Power.

The role of a written power contract is central to determining whether power can be claimed from a specified source, as the very definition of "power contract" in MRR § 95102(351) makes clear (emphasis added):

> "Power contract" or "written power contract," as used for the purposes of documenting specified versus unspecified sources of imported and exported electricity, …. ***A power contract for a specified source is a contract that is contingent upon delivery of power from a particular facility, unit, or asset-controlling supplier's system that is designated at the time the transaction is executed.***

The definition of written power contract includes a number of key concepts: (1) the source must be specifically and unambiguously committed for delivery; (2) the source must be designated at the time the transaction is executed, and; (3) the power must actually be delivered from the designated source, as verified by NERC e-Tags.

ARB identified early in the development of the Program that NERC e-Tags alone were not sufficient to conclude that an import was from a specified source. While NERC e-Tags identify the source of the power after-the-fact, they do not establish why that source was used: was the source explicitly contracted for, or was the source selected at the discretion of the out-of-state seller or their upstream source. The former scenario supports the objectives of the Program by maintaining a firm contractual connection to the facility; the latter scenario does not, and in fact is no different than if the Program did not exist at all.

Relying only on after-the-fact NERC e-Tags to establish the emission factor for each import likely would be unworkable and have unwanted consequences throughout the wholesale power market. Hypothetically, an entity that purchases energy for import into California may find that the NERC e-Tag shows a hydro source in some hours, and incurs no liability for ARB compliance instruments, but may find that the e-Tag for another hour shows the source to be a high GHG-emitting coal or natural gas power plant. The supplier's choice of resource would create random outcomes where importers of power that happened to be sourced from a low-GHG resource "win," and importers of power from high-GHG resources "lose." In an environment where NERC e-Tags were the only source of data regarding the power delivered to the state, market participants would be incented to lift offers on anonymous electronic exchanges looking to coincidentally be matched with low-GHG suppliers, and selling back any residual volume that was not from low-GHG suppliers.

For an import to be from a specified source under ARB's existing framework, a degree of intentionality is required. Requiring a written power contract for a specified source provides the evidence of that intentionality. This requirement is combined with NERC e-Tag data to verify direct delivery of electricity from the source previously designated in the written power contract. Thus ARB's two conceptual requirements for specified power are (1) an advanced commitment to deliver power from a specified source (written power contract), and (2) actual delivery from that specified source to California (NERC e-Tags). Powerex supports ARB maintaining these dual requirements.

b) Advance Commitment Properly Distinguishes Specified and Unspecified Sales.

Underlying some of the comments on the proposed MRR amendments that have been submitted to date is the apparent belief that there is no meaningful difference between an ACS selling specified as opposed to unspecified power. This is incorrect, as not all sales by an ACS are contingent upon delivery from the ACS system. For example, Powerex (which is an ACS) draws on the ACS system of its utility parent, BC Hydro, for some of its sales, while drawing on its non-ACS portfolio of specified and unspecified purchases for others. When Powerex makes a sale of unspecified power, it retains the flexibility to use whichever energy resources can satisfy its sale commitments at least cost. It is both possible and common for a multi-hour or multi-day sale to be delivered from its ACS system in some periods, but from its non-ACS resources in others. Conversely, when Powerex makes a sale of *specified ACS system* power, it surrenders

that flexibility, and knowingly commits to supplying the energy only from the generating resources that make up its ACS system.

The designation of the ACS system should be no different than the designation of an individual generating unit or facility as specified. An owner of an individual unit may enter into a contract contingent upon delivery from that unit (*i.e.*, specified), or the owner may retain the flexibility to source the power in any manner the owner sees fit (*i.e.*, unspecified). Commenters have not claimed that it is improper for an individual facility owner to contract for both specified and unspecified power, and have not explained why an ACS should be treated any differently.

Powerex agrees that once parties have entered into a contract that clearly identifies the designated source (whether an individual unit or an ACS system) and the contract is contingent upon delivery from that source, the written power contract requirement for a specified transaction will have been satisfied. No additional "stamp" is necessary, and the lack of a "stamp" does not "unspecify" the contract.

c) Certain Commenters Would Dismantle the Requirement for a Written Contract Contingent Upon Delivery of Power from a Particular Source, But Only for ACS Bilateral Sales.

None of the comments on ARB's proposed MRR amendments submitted to date directly challenge or seek to change the two core requirements for specified power – a written power contract contingent upon delivery from a specified source designated at the time the transaction is executed, and performance demonstrated by NERC e-Tag data. However, certain of the comments indirectly challenge the need for a written power contract. Notably, Morgan Stanley Capital Group ("MSCG") proposes that ARB dispense with requiring a written power contract in the very narrow circumstance in which the seller is an ACS engaged in a bilateral sale. In this circumstance only, MSCG proposes that NERC e-Tags showing that the energy was generated in the ACS system would be sufficient to permit the import to be treated as specified, even if the sale was not contingent upon delivery from the ACS system. This singling out of bilateral ACS sales for this proposal is discussed further below. At a fundamental level, however, the MSCG proposal should be recognized as advocating something ARB has previously rejected: treating an import as being from a specified source even when there is no contract requiring that power be delivered from that source.

MSCG's proposal to rely on NERC e-Tags applies only to a subset of commercial arrangements and types of market participants. This treatment would not be applied to all sales by an ACS; only bilateral sales are affected. Moreover, bilateral sales by non-ACS entities would continue to require a written power contract contingent upon delivery from a designated source. The inconsistency between MSCG's proposal for bilateral ACS sales and the requirements that would continue to apply to other types of transactions is depicted below.

	Bilateral Transaction		Exchange or Anonymous Broker
	Contingent upon delivery of power from particular source	**Not contingent** upon delivery from particular source	
Specified Facilities	**Specified** *(Actual delivery verified via NERC e-Tag)*	**Unspecified**	**Unspecified**
Asset-Controlling Supplier	**Specified** *(Actual delivery verified via NERC e-Tag)*	**Unspecified**	**Unspecified**
		MSCG Proposed Exception: **Specified** *if NERC e-Tag shows source as ACS Balancing Authority*	

The red-bordered area indicates the special rule MSCG proposes to apply only to bilateral sales by an ACS. The proposal would create an artificial distinction between transactions by ACS and non-ACS entities, while simultaneously discarding the legitimate distinction between sales that are contingent upon delivery of power from a particular source and sales that are not.

The proposal stops short of advocating a complete shift to a "tag only" criterion for ACS purchases.[1] However, MSCG goes so far as to recommend that an ACS simply conduct all its unspecified sales through exchanges such as ICE or through anonymous brokers. In other words, an ACS could continue to sell unspecified power that it delivers from its ACS system, just as other non-ACS suppliers could, but it would have to jump through additional hoops to do so. Such an approach will add transactional friction by forcing ACSs onto exchanges to sell unspecified power and discriminate against ACS suppliers relative to non-ACS suppliers. Moreover, entities considering registering as an ACS, or existing ACS entities considering renewing their status, would see the benefits of this designation eroded by the imposition of restrictions on the commercial transactions they could pursue.

MSCG's argument may rely on the existing definition of "Specified Source" indicating that the ACS entity is itself the specified source. However, there appears to be misalignment between that definition and the related MRR definitions of "written power contract", "direct delivery" and the proposed regulation relating to "Tagging ACS Power." In Section 2 below, Powerex proposes changes to reconcile the definitions of these critical terms.

[1] MSCG has previously argued that "it is not logically possible for an ACS to sell unspecified power; that is, anything sold by an ACS should, by definition, be 'specified' under ARB rules." MSCG July 10, 2013 comments on ARB's MRR Discussion Draft.

For the reasons discussed above, Powerex supports ARB's existing requirement that specified power include a written power contract contingent upon delivery of power from a particular source designated at the time the transaction is executed. MSCG's proposal is contrary to that framework, and also raises concerns about discriminatory treatment toward ACS entities and creating incentives to needlessly distort the commercial behavior of market participants.

d) Clear ARB Guidance for 2013 is Needed.

In 2013, both ACSs and non-ACSs sold unspecified and specified power. Powerex believes that it was widely understood in the marketplace in 2013 which transactions were for specified power versus unspecified power as represented in the respective written power contracts. If ARB's requirement for the clear and contingent designation of an ACS's system for specified ACS power is no longer necessary for transactions already executed in 2013, several issues arise that will need to be addressed.

First, participants will require guidance from ARB regarding which unspecified agreements they entered into, now qualify as specified. If this determination is left to the discretion of participants, the inevitable result will be that some entities will deem a particular agreement as specified while others will deem the very same agreement as unspecified. Not only will this make any subsequent audit process challenging, it will reward those with a more aggressive interpretation of which 2013 agreements qualify as specified, while punishing those that take a more conservative approach.

Specific guidance on how to treat specified claims in accordance with MRR § 95111(a)(5)(B), which requires importers to "[r]eport delivered electricity as specified and not as unspecified" even if the import is not associated with a written power contract, should be reconciled with Cap-and-Trade Regulation ("CTR") § 95852(b)(3)(B), which requires importers to have a written power contract.

Second, the aggregate carbon allowances associated with imports into the state likely will fall, reducing demand in the GHG emission allowance market. To prevent any disruption to that market it will be important for ARB to clearly communicate the appropriate treatment of 2013 agreements.

Third, those that paid a higher price for specified ACS power backed by a clear written power contract contingent on delivery from the ACS system will feel they were disadvantaged in the wholesale electricity markets relative to those that did not. ARB's communication will be important to restore confidence in the industry that dollars spent to clearly comply with the rules of the program as they were understood at the time were not wasted.

e) The Rules Governing Specified Power Do Not Determine the Price of Power in California.

The price of power in California is determined by many market forces. There is nothing either requiring or enabling an importer to unilaterally increase the price it receives in California whenever it pays a premium to acquire specified power, or to decrease the sale price whenever it avoids that premium by acquiring unspecified or relatively high-GHG power. While the impact on market prices is speculative, the impact to the importer, the owner of the clean resource, and California GHG emission allowance revenues are not. Allowing an importer to claim a sale of unspecified power as a specified power import transfers the value of the clean resource from the owner to the importer and likely reduces allowance revenue to the state of California.

For the foregoing reasons, Powerex urges ARB to maintain the previously established principles governing claims of specified sources (*i.e.*, a written power contract contingent upon delivery from a specific source designated at the time the transaction is executed, with actual performance verified via NERC e-Tags). These principles should continue to be applied on a non-discriminatory basis to all specified sources, including ACS systems.

2. Changes Are Needed to Align the Definitions of "Specified Source" and "Asset Controlling Supplier" with the Definitions of "Power Contract" and "Direct Delivery" and also ARB's Proposal Regarding "Tagging ACS Power."

Within the MRR, references vary between transactions with an ACS and the system of the ACS. Powerex believes that the interpretation of the ACS *as* a generation source is not reconcilable with industry scheduling practices and the bulk of the MRR which treat an ACS as an owner or marketer. ARB should align the definitions of "specified source" and "asset controlling supplier" with the rest of the Regulation, which recognizes that it is the *system of an ACS* that may be designated as a specified source, and not the ACS entity in and of itself.

The definition of "power contract" in MRR § 95102(351) makes the issue clear (emphasis added):

> "Power contract" or "written power contract," as used for the purposes of documenting specified versus unspecified sources of imported and exported electricity, …. A power contract for a specified source is a contract that is contingent upon delivery of power from a particular facility, unit, or ***asset-controlling supplier's system*** that is designated at the time the transaction is executed.

The definition specifically references the "system" of an asset controlling supplier (*i.e.*, the "inter-connected electricity generating facilities" that the ACS registered in its ACS application.)

CTR § 95852(b)(3)(C) further clarifies that in order to claim a specified source, "[t]he electricity must be directly delivered, as defined in MRR section 95102(a), to the California grid." And the MRR's applicable definition of "direct delivery of electricity" in MRR § 95102(25)(C) is unambiguous:

> "Direct delivery of electricity" or "directly delivered" means electricity that … is scheduled for delivery from the specified source into a California balancing authority via a continuous physical transmission path from interconnection of the facility in the balancing authority in which the facility is located to a sink located in the state of California. …

The responsibility to provide evidence of direct delivery via a continuous transmission path[2] is not reconcilable with an interpretation of an ACS entity as itself a specified source. Powerex is an ACS entity, but it is not itself a source in a general sense nor a "generation source" as that term is defined in MRR § 95102(431). Powerex itself is not dispatched, does not generate, and is not scheduled. Instead, Powerex acts as the exclusive marketer for BC Hydro's facilities, and also markets energy from a variety of other "generation sources" outside of British Columbia.

The preceding definitions refer to the energy resources of an ACS, as opposed to the ACS entity itself. ARB's proposal to add a new provision, MRR § 95111(a)(5)(E) entitled "Tagging ACS Power," appropriately and clearly refers to an ACS as a purchasing selling entity ("PSE"), and not as a defined group of energy resources (emphasis added):

> *Tagging ACS Power*. To claim power from an asset-controlling supplier, the ***asset-controlling supplier must be identified on the physical path of the NERC e-Tag as the PSE*** at the first point of receipt, or in the case of asset controlling suppliers that are exclusive marketers, as the PSE immediately following the associated generation owner, with the exception of path outs. …

Therefore, to maintain alignment with the dual requirement of a written power contract and direct delivery, and consistency with the proposed new MRR § 95111(a)(5)(E), Powerex respectfully submits that the definitions below should be clarified to refer to the system of an ACS entity.

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[2] *See* MRR *§ 95102(431)* ("Source of generation" or "generation source" means the generation source identified on the physical path of NERC e-Tags, where defined points have been established through the NERC Registry. Imported electricity and wheels are disaggregated by the source on the NERC e-Tag, also referred to as the first point of receipt.").

§95102(432) "Specified source of electricity" or "specified source" means a facility or unit which is permitted to be claimed as the source of electricity delivered. The reporting entity must have either full or partial ownership in the facility/unit or a written power contract to procure electricity generated by that facility/unit. Specified facilities/units include cogeneration systems. Specified source also means electricity **delivered from the system of** ~~**procured from**~~ an asset-controlling supplier recognized by the ARB.

§95102(20) "Asset-controlling supplier" means any entity that owns or operates inter-connected electricity generating facilities or serves as an exclusive marketer for these facilities even though it does not own them, and is assigned a supplier-specific identification number and system emission factor by ARB for the wholesale electricity procured from its system and imported into California. **An** Asset-controlling supplier's system is ~~are~~ considered **a** specified source~~s~~.

3. ARB Should Add Clarity and Additional Tools to Verify Imports of Specified Power.

In light of some of the comments on ARB's proposed MRR amendments submitted to date, as discussed above, it is evident that the existence of ambiguity in critical provisions of the Regulation leads to differing interpretations and disruptions in the marketplace.

a) Additional Clarity to MRR Section 95111(a)(4) is Required to Address Ambiguous Verbal Communications.

Powerex believes that it is important to further strengthen and clarify the definition of "written power contract" to require *actual* written contracts such that ambiguous verbal communications cannot be mistaken for a representation that power is specified. By requiring written documentation that both buyer and seller agree upon, the intentions of all parties to a power transaction are clarified and documented. This addition to the proposed seller representations will ensure that all participants in the power markets know what they are buying and selling, all such transactions can later be audited and verified if necessary, and by applying this requirement upon importers of specified power when they file their reports with ARB, ARB will be able to clarify the integrity of the contractual chain without regulating out-of-state entities.

To achieve this, we propose a few simple modifications to the definition of "power contracts" in MRR Section 95102(a)(356):

> "Power contract" or "written power contract," as used for the purposes of documenting specified versus unspecified sources of imported and exported electricity, means a written document~~, including associated verbal or electronic records if included as part of the written power contract,~~ arranging for the procurement of electricity. Power contracts may be, but are not limited to, power purchase agreements, enabling agreements, electricity transactions, applicable international treaties, and tariff provisions, without regard to duration, or written agreements to import or export on behalf of another entity, as long as that other entity also reports to ARB the same imported or exported electricity. **For specified power contracts, other forms of contracting, including the use of associated electronic and verbal records generated under an enabling agreement, will meet the requirements of this definition, provided that the underlying written agreement includes express contractual terms regarding specified power.** A power contract for a specified source is a **written** contract that is contingent upon delivery of power from a particular facility, unit, system or asset-controlling supplier's system that is designated at the time the transaction is executed.

Powerex appreciates that long term legacy contracts may not have been sufficiently clear in their contracting and agrees that contracting parties and verifiers may need to make some interpretations for historic contracts. Powerex strongly believes that this form of contracting provides value to importer and generator alike by making the intentions of all parties clear.

For all the reasons set forth above, and touched upon below as well, we therefore call upon ARB to require actual *written* power contracts.

b) Adopt a Mandatory e-Tag Protocol to Connect the Written Power Contract for Specified Power with the Direct Delivery of Electricity to California.

Powerex appreciates that, under the proposed amendment to MRR § 95111(a)(4), ARB has clarified that "The sale or resale of specified source electricity is permitted among entities on the e-tag market path insofar as each sale or resale is for specified source electricity in which sellers have purchased and sold specified source electricity, such that each seller warrants the sale of specified source electricity from the source through the market path." But that may not go far enough to properly connect written power contracts for specified power with the direct delivery of electricity to California.

In many cases the generator of the specified power is not the importer into California. By adding a predefined field into the e-tag associated with delivery of the specified power contract, all parties in both the contractual chain and the delivery chain would have clear evidence that the generation was intended to be specified.

Powerex recommends that a "GHG token" with the ARB ID of the facility be placed in the generation line of the physical path of the e-tag (a direct analog to the "RPS_ID" used by the California Energy Commission for verifying RPS delivery) to clarify that the direct delivery (the e-tag) is associated with a written power contract for specified power. See the table below. Verifiers then could add the spot checking of GHG tokens on the e-tags to the specified power verification process to ensure that a direct delivery claim was associated with clear, written power contracts.

First Line of the Physical Path Table on the E-Tag Power Including GHG Misc/Token Physical Path							
CA	TP	PSE	POR	POD	Sched Entities	Contract	**Misc (Token / Value)**
BA		**Generating Entity 1**	Source Point 1				**GHG (Source1 CARBID)**

Applying this e-tag requirement, coupled with the industry's current e-tag approval/denial processes, would further enable sellers of specified power to warrant unambiguously that the power is indeed specified and thus provide a significant aid to the verification process. This would also compel parties to ensure that the buyer and seller both agree on the product transacted prior to energy delivery.

c) Establish an Option for Generators and ACSs to Report Sales of Specified Power.

Powerex also recommends that ARB adopt a process whereby generators of power (including ACSs) can, if they choose, voluntarily file with ARB the unique e-tag IDs (the "GHG tokens") for power they have sold as specified power. Verifiers then could compare this broad list of e-tags against the e-tags provided by the importers. If there was no e-tag ID the generator's list corresponding with an importer's specified power claim, further verification efforts would ensue.

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Thank you for your review and consideration of these comments. Again, Powerex applauds ARB for its continued work to implement the mandate of AB 32 and, in particular, its work on market-based compliance mechanisms. If you have any questions on the enclosed comments, please contact me, at 415-262-4008 or nvanaelstyn@bdlaw.com.

Sincerely,

Nicholas W. van Aelstyn

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