

Consideration of Comments for Initial Ballot of Interpretation of IRO-010-1 Requirements R1.2 and R3 for the WECC Reliability Coordination Subcommittee (Project 2009-11)

Summary Consideration: Many who submitted comments indicated disagreement with the drafting team’s response to Question 3. The IROL standards drafting team (SDT) did not intend for the interpretation to dictate there be only one mutually agreeable format for all data and information exchange. If the RC has a current data exchange format or formats with any entity or entities with which they have a reliability relationship, then that is acceptable. Many formats for data exchange exist today. The standard is designed to require “what” an entity must do, not “how” to do it. The statement “The WECC RC staff believes that the current formats are reasonable, and that they work with the current processes and tools” is the intent of the interpretation. Others offering comments asked for clarification on the dispute resolution process. The SDT did not think it appropriate to dictate a dispute resolution process in the interpretation. In many cases, the entities in dispute will be from the same Region; therefore, that Region’s dispute resolution process would be appropriate. However, some disputes will cross Regions or even involve more than two Regions. In those cases, the parties could agree to abide by any involved Region’s dispute resolution process.

The IROL SDT did not make any changes based on the comments received. If you feel that the drafting team overlooked your comments, please let us know immediately. Our goal is to give every comment serious consideration in this process. If you feel there has been an error or omission, you can contact the Vice President and Director of Standards, Gerry Adamski, at 609-452-8060 or at gerry.adamski@nerc.net. In addition, there is a NERC Reliability Standards Appeals Process.¹

Voter	Entity	Segment	Vote	Comment
Scott Kinney	Avista Corp.	1	Negative	I support interpretation 1 and 2 but feel interpretation 3 is still ambiguous. The RC staff is required to collect and utilize a considerable amount of data. The language of the interpretation may mean that there can be many different negotiated methods that may or may not be a format that is in use now. The language of the interpretation may also mean there needs to be ONE agreement with all parties in the region as to what constitutes an agreeable format. Interpretation 3 still needs clarity in order for the RC staff to perform their duties.

¹ The appeals process is in the Reliability Standards Development Procedure: http://www.nerc.com/files/RSDP_V6_1_12Mar07.pdf.

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<p>Response: The IROL SDT thanks you for your comment. A “mutually agreeable format” does not necessarily require negotiations. However, if a proposed format is not mutually agreeable, it is each entity’s obligation to negotiate an acceptable format. The IROL SDT language means format differences are recognized by our industry and allows for flexibility of technology, agreeable methods, and reasoned discourse to close the gap of formatting. Certainly it would be incumbent upon the RC to seek common industry applications and practices for sharing data and information.</p>				
Gordon Rawlings	BC Transmission Corporation	1	Negative	"R1.2 of the standard is acceptable as approved and no interpretation is necessary. Responsible parties are able to work out a "mutually acceptable format" for themselves. The interpretation may be interpreted by some to limit or require the determination of a "mutually acceptable format" to negotiations and dispute resolution."
Phil Park	British Columbia Transmission Corporation	2	Negative	R1.2 of the standard is acceptable as approved and no interpretation is necessary. Responsible parties are able to work out a "mutually acceptable format" for themselves. The interpretation may be interpreted by some to limit or require the determination of a "mutually acceptable format" to negotiations and dispute resolution.
<p>Response: The IROL SDT thanks you for your comment. We agree. A “mutually agreeable format” does not necessarily require negotiations. However, if a proposed format is not mutually agreeable, it is each entity’s obligation to negotiate an acceptable format.</p>				
Robert Kondziolka	Salt River Project	1	Negative	Requirement R1.2 mandates that the parties will reach a mutual agreement with respect to the format of the data and information. If the parties can not mutually agree on the format, it is expected that they will negotiate to reach agreement or enter into dispute resolution to resolve the disagreement. However, it is not reasonable to expect the Reliability Coordinator to negotiate with every entity to achieve consistent a consistent format. Dispute resolution is not a good option for this type of issue and is not timely.
<p>Response: The IROL SDT thanks you for your comment. It is not anticipated or expected that an RC will need to negotiate with each entity for a “mutually agreeable format.” The IROL SDT language means format differences are recognized by our industry and allows for</p>				

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<p>flexibility of technology, agreeable methods, and reasoned discourse to close the gap of formatting. Certainly it would be incumbent upon the RC to seek common industry applications and practices for sharing data and information.</p>				
Shaun Jensen	Idaho Power Company	3	Negative	<p>The WECC RC staff currently receives data from approximately 45 entities in the Western Interconnection. The response to question 3 does not provide any clarity to address the ambiguity associated with the language of Requirement 1.2. The language of the interpretation may mean that there can be as many as 45 different negotiated methods that may or may not be a format that is in use now. The language of the interpretation may also mean there needs to be ONE agreement with all parties in the region as to what constitutes an agreeable format. The WECC RC staff is concerned over the impact of any change with current formats. The most significant problem would be the interpretation that each entity is required to have a formal documented agreeable format. The WECC RC department is not staffed to manage this nor is it in the interest of continuity of service (which equates to reliability) if the sending entity chooses to not send data until the agreeable format is resolved. The WECC RC staff believes that the current formats are reasonable, and that they work with the current processes and tools. They further believe that the WECC RC department should have only one agreement with entities under its jurisdiction if a format change is required.</p>
<p>Response: The IROL SDT thanks you for your comment. If the RC has a current data exchange format or formats with any entity or entities with which they have a reliability relationship, then that is acceptable. Many formats for data exchange exist today. The standard is designed to require “what” an entity must do, not “how” to do it. The statement “The WECC RC staff believes that the current formats are reasonable, and that they work with the current processes and tools” is the intent of the interpretation.</p>				
Terry L Baker	Platte River Power Authority	3	Negative	<p>PRPA agrees with the answers the proposed Interpretation provides for Questions #1 and #2. However, we do not agree with the answer provided for Question #3. The proposed Interpretation states If the parties can not mutually agree on the format, it is expected that they will negotiate to reach agreement or enter into dispute resolution to resolve the disagreement. The WECC Reliability Coordination offices gather system reliability data from approximately 45 different Balancing</p>

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				<p>Authorities and Transmission Operators. PRPA understands that each of these entities may not want to be forced to use a data exchange format that is costly to implement. However, the Interpretation suggests that the Reliability Coordination function could potentially have to negotiation a different mutually acceptable format with each of the 45 entities within its footprint. In addition, the Interpretation suggests that the entities enter into the dispute resolution to resolve the disagreement. Dispute Resolution processes are time consuming and not conducive to achieving the system reliability objectives of the NERC Standards. PRPA suggests that the Interpretation be modified to recommend a mutually agreeable format that can be determined by the Regional Reliability Organization.</p>
<p>Response: The IROL SDT thanks you for your comment. If the RC has a current data exchange format or formats with any entity or entities with which they have a reliability relationship, then that is acceptable. Many formats for data exchange exist today. The standard is designed to require “what” an entity must do, not “how” to do it. The SDT did not think it appropriate to dictate a dispute resolution process. In many cases, the entities in dispute will be from the same Region; therefore, that Region’s dispute resolution process would be appropriate. However, some disputes will cross Regions or even involve more than two Regions. In those cases, the parties could agree to abide by any involved Region’s dispute resolution process.</p>				
<p>John T. Underhill Glen Reeves Mike Hummel</p>	<p>Salt River Project</p>	<p>3 5 6</p>	<p>Negative</p>	<p>SRP agrees with the answers the proposed Interpretation provides for Questions #1 and #2. However, we do not agree with the answer provided for Question #3. The proposed Interpretation states "If the parties can not mutually agree on the format, it is expected that they will negotiate to reach agreement or enter into dispute resolution to resolve the disagreement" The WECC Reliability Coordination offices gather system reliability data from approximately 45 different Balancing Authorities and Transmission Operators. SRP understands that each of these entities may not want to be forced to use a data exchange format that is costly to implement. However, the Interpretation suggests that the Reliability Coordination function could potentially have to negotiation a different mutually acceptable format with each of the 45 entities within its footprint. In addition, the Interpretation suggests that the entities enter into the dispute resolution to resolve the disagreement. Dispute Resolution processes are time consuming and not conducive to achieving the system reliability objectives of the NERC Standards.</p>

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				SRP suggests that the Interpretation be modified to recommend a mutually agreeable format that can be determined by the Regional Reliability Organization.
<p>Response: The IROL SDT thanks you for your comment. If the RC has a current data exchange format or formats with any entity or entities with which they have a reliability relationship, then that is acceptable. Many formats for data exchange exist today. The standard is designed to require “what” an entity must do, not “how” to do it. The SDT did not think it appropriate to dictate a dispute resolution process. In many cases, the entities in dispute will be from the same Region; therefore, that Region’s dispute resolution process would be appropriate. However, some disputes will cross Regions or even involve more than two Regions. In those cases, the parties could agree to abide by any involved Region’s dispute resolution process.</p>				
Thomas J. Bradish	Reliant Energy Services	5	Negative	<p>Reliant votes NO for the reasons cited in the WECC position paper on this matter namely: The WECC Reliability Coordination (RC) staff was asked to provide their perspective on the IRO-010-1 interpretation. The WECC RC staff provided the following information regarding the recommendation to vote NO: 1. The WECC Reliability Coordination staff agrees with the interpretation language for the response to question number 1. 2. The proposed interpretation for question 2 provides clarity. However, the result is more work on the part of the WECC RC staff. This is due to the original assumption that the WECC RC department would receive the bulk of data from balancing authorities as it has in the past. This interpretation may result in an increase in the number of entities that perceive an obligation under this interpretation to provide their data directly. The WECC RC staff is not opposed to this interpretation but regrets the inefficiencies in managing data request obligations on a much more granular level. This will have a direct impact on WECC RC staffing needs. 3. The WECC RC staff finds the language in the proposed interpretation for question 3 to be ambiguous and problematic in several key areas. Currently the WECC RC staff receives data in four significant formats as follows: a) ICCP (Inter Control Center Communication Protocol) “Used for transmitting large amounts of real-time data from measurements around the interconnection for real-time displays, tools, and advanced applications. b) EIDE data (Electric Industry Data Exchange) “Used for entities to transmit schedule type data such as load forecast, interchange schedules, unit commitment, etc., for RC next-day studies. c) Coordinated Outage System (COS)</p>

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				<p>‘ Used for outages planned for the next-day study process and RC situational awareness. d) Topology updates (model updates) of data from around the interconnection ‘ Used as a foundation for real-time applications, situational awareness, and a host of tools to facilitate analyses of the RC staff. The format is in specific templates and information. There are other requests that involve no specific format (single-line displays, e-mail notifications, etc.). The WECC RC staff currently receives data from approximately 45 entities in the Western Interconnection. The response to question 3 does not provide any clarity to address the ambiguity associated with the language of Requirement 1.2. The language of the interpretation may mean that there can be as many as 45 different negotiated methods that may or may not be a format that is in use now. The language of the interpretation may also mean there needs to be ONE agreement with all parties in the region as to what constitutes an agreeable format. The WECC RC staff is concerned over the impact of any change with current formats. The most significant problem would be the interpretation that each entity is required to have a formal documented agreeable format. The WECC RC department is not staffed to manage this nor is it in the interest of continuity of service (which equates to reliability) if the sending entity chooses to not send data until the agreeable format is resolved. The WECC RC staff believes that the current formats are reasonable, and that they work with the current processes and tools. They further believe that the WECC RC department should have only one agreement with entities under its jurisdiction if a format change is required. An interpretation cannot be used to change a standard. If the interpretation is approved by its ballot pool, then the interpretation will be appended to the standard and will become effective when adopted by the NERC Board of Trustees, and approved by the applicable regulatory authorities, including FERC. The interpretation will remain appended to the standard until the standard is revised through the normal standards development process. When the standard is revised, the clarifications provided by the interpretation will be incorporated into the revised standard.</p>

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<p>Response: The IROL SDT thanks you for your comment.</p>				
<p>Question 2. The interpretation of this question simply states that each entity is responsible for supplying the RC with its data. If that entity has another entity that satisfactorily supplies the data to the RC, then that is acceptable. The requirement still applies to the obligated entity.</p>				
<p>Question 3. A “mutually agreeable format” does not necessarily require negotiations. However, if a proposed format is not mutually agreeable, it is each entity’s obligation to negotiate an acceptable format. The IROL SDT language means format differences are recognized by our industry and allows for flexibility of technology, agreeable methods, and reasoned discourse to close the gap of formatting. Certainly it would be incumbent upon the RC to seek common industry applications and practices for sharing data and information. If the RC has a current data exchange format or formats with any entity or entities with which they have a reliability relationship, then that is acceptable. Many formats for data exchange exist today. The standard is designed to require “what” an entity must do, not “how” to do it.</p>				
Jerome Murray	Oregon Public Utility Commission	9	Negative	<p>The response to question 3 does not provide any clarity to address the ambiguity associated with the language of Requirement 1.2. The language of the interpretation may mean that there can be as many as 45 different negotiated methods that may or may not be a format that is in use now. The language of the interpretation may also mean there needs to be ONE agreement with all parties in the region as to what constitutes an agreeable format. The WECC RC staff is concerned over the impact of any change with current formats. The most significant problem would be the interpretation that each entity is required to have a formal documented agreeable format. The WECC RC department is not staffed to manage this nor is it in the interest of continuity of service (which equates to reliability) if the sending entity chooses to not send data until the agreeable format is resolved. The WECC RC staff believes that the current formats are reasonable, and that they work with the current processes and tools. They further believe that the WECC RC department should have only one agreement with entities under its jurisdiction if a format change is required.</p>
<p>Response: The IROL SDT thanks you for your comment. If the RC has a current data exchange format or formats with any entity or entities with which they have a reliability relationship, then that is acceptable. Many formats for data exchange exist today. The standard is</p>				

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<p>designed to require “what” an entity must do, not “how” to do it. The statement “The WECC RC staff believes that the current formats are reasonable, and that they work with the current processes and tools” is the intent of the interpretation.</p>				
Louise McCarren	Western Electricity Coordinating Council	10	Negative	<p>Historically WECC RCs have received data from the BAs. This interpretation may result in an increase in the number of entities that perceive an obligation to provide their data directly to the RC. The response to question 3 does not provide the clarity required to address the ambiguity associated with the language of Requirement 1.2. The language of the interpretation may mean that there can be as many different negotiated methods as there are entities providing data to the RC. Alternatively the interpretation may mean there needs to be ONE agreement describing what constitutes a mutually agreeable format with all parties in the region. The most significant problem with these two potential interpretations would be that each entity is required to have a formal documented mutually agreeable format. This may create a volume of work that the WECC RC department is not staffed to accommodate. In addition, it is not in the interest of continuity of service (which equates to reliability) if the sending entity chooses to not send data until this term is defined.</p>
<p>Response: The IROL SDT thanks you for your comment.</p> <p>The interpretation Question 2 simply states that each entity is responsible for supplying the RC with its data. If the responsible entity has another entity that satisfactorily supplies the data to the RC, then that is acceptable. The requirement still applies to the obligated entity.</p> <p>A “mutually agreeable format” does not necessarily require negotiations. However, if a proposed format is not mutually agreeable, it is each entity’s obligation to negotiate an acceptable format. The IROL SDT language means format differences are recognized by our industry and allows for flexibility of technology, agreeable methods, and reasoned discourse to close the gap of formatting. Certainly it would be incumbent upon the RC to seek common industry applications and practices for sharing data and information. If the RC has a current data exchange format or formats with any entity or entities with which they have a reliability relationship, then that is acceptable. Many formats for data exchange exist today. The standard is designed to require “what” an entity must do, not “how” to do it.</p>				
Brandy A Dunn	Western Area Power	1	Affirmative	<p>COMMENTS REGARDING QUESTION #2: Transferring the responsibility of Transmission Operator reporting to the Balancing Authority places the Balancing Authority into a position of being between the Reliability Coordinator and the</p>

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	Administration			<p>Transmission Operator. This could have compliance obligations that would impact the Balancing Authority. Also, the Balancing Authority would become the entity that the Reliability Coordinator would go to with questions about the data. The Balancing Authority would become an extra, unnecessary link in communication between the Reliability Coordinator and the Transmission Operator. It is unclear when any direct communication between the Reliability Coordinator and the Transmission Operator would occur. This could lead to Balancing Authorities receiving directives from the Reliability Coordinator for Transmission Operator real-time issues. The functional responsibility should remain with the functional model entity assigned that responsibility. Saving resources for the Reliability Coordinator means having to commit more resources by the Balancing Authority. The responsibility of coordinating with the Transmission Operator lies with the Reliability Coordinator. This cost of doing Reliability Coordinator business should not be passed on to the Balancing Authorities. If more resources are required by the Reliability Coordinator to meet these obligations, then that is what should be done. COMMENTS REGARDING QUESTIONS #3: The Reliability Coordinator should work with entities to determine the method of data and information transfer, not dictate the method to be used. This should be a collaborative process. Receiving data "requests" from the Reliability Coordinator that are not perceived as "reasonable" does not build collaborative relationships between the functional entities and the Reliability Coordinator. There should be a sense of working together to solve issues of data and information transfer, not a feeling that a requirement is dictated without any process for stakeholder input.</p>

Response: The IROL SDT thanks you for your comment.

Question 2 Comment: The interpretation of this question simply states that each entity is responsible for supplying the RC with its data. If that entity has another entity that satisfactorily supplies the data to the RC, then that is acceptable. The requirement still applies to the obligated entity. The requirement is not dictating the method for data exchange, only that the data be exchanged.

Question 3: If the RC has a current data exchange format or formats with any entity or entities with which they have a reliability relationship, then that is acceptable. Many formats for data exchange exist today. The standard is designed to require “what” an entity

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must do, not “how” to do it.				
Chifong L. Thomas	Pacific Gas and Electric Company	1	Negative	<p>1. PG&E agrees with the interpretation language for the response to question number 1. 2. PG&E is not opposed to interpretation of question number 2. However, we are concerned about the resulting inefficiencies in managing data request obligations on a much more granular level. This interpretation will have a direct impact on WECC RC staffing needs with no increase in reliability. Though the proposed interpretation for question number 2 provides clarity, the result is more work on the part of the WECC RC staff. The WECC RC department would receive the bulk of data from balancing authorities; this interpretation may result in an increase in the number of entities that perceive an obligation under this interpretation to provide their data directly. 3. PG&E finds the language in the proposed interpretation for question number 3 to be ambiguous and problematic in several key areas. Currently the WECC RC staff receives data in four significant formats in addition to other requests that involve no specific format (single-line displays, e-mail notifications, etc.). The WECC RC staff currently receives data from approximately 45 entities in the Western Interconnection. The response to question number 3 does not provide any clarity to address the ambiguity associated with the language of Requirement 1.2. The language of the interpretation may mean that there can be as many as 45 different negotiated methods that may or may not be a format that is in use now. The language of the interpretation may also mean there needs to be ONE agreement with all parties in the region as to what constitutes an agreeable format. We are also concerned over the impact of any change with current formats. The most significant problem would be the interpretation that each entity is required to have a formal documented agreeable format. This interpretation would not help continuity of service (which equates to reliability) if the sending entity chooses to not send data until the agreeable format is resolved.</p>

Response: The IROL SDT thanks you for your comment.

2: The interpretation of this question simply states that each entity is responsible for supplying the RC with its data. If that entity has

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<p>another entity that satisfactorily supplies the data to the RC, then that is acceptable. The requirement still applies to the obligated entity. The requirement is not dictating the method for data exchange, only that the data be exchanged.</p>				
<p>3: A “mutually agreeable format” does not necessarily require negotiations. However, if a proposed format is not mutually agreeable, it is each entity’s obligation to negotiate an acceptable format. The IROL SDT language means format differences are recognized by our industry and allows for flexibility of technology, agreeable methods, and reasoned discourse to close the gap of formatting. Certainly it would be incumbent upon the RC to seek common industry applications and practices for sharing data and information. If the RC has a current data exchange format or formats with any entity or entities with which they have a reliability relationship, then that is acceptable. Many formats for data exchange exist today. The standard is designed to require “what” an entity must do, not “how” to do it.</p>				
Benjamin Church	FPL Energy	5	Negative	<p>Interpretation fails to answer Question #1. The issue of "any" data is critical and should be explained as requested by the Interpretation. Response to Question #3 creates additional ambiguity. Standard requires for parties to reach a "mutually agreed upon format." The response to Question #3 then adds the term "information" to the agreement. Format and information are very different terms and it is not clear if the respondents are intending to include content as well as structure in the consensus agreement. Also, the response to Question #3 introduces the concept of a "dispute resolution" process that is not clearly defined in the Rules of Procedure. This creates additional ambiguity and further obscures the standard.</p>
<p>Response: The IROL SDT thanks you for your comment.</p>				
<p>Question 1: The interpretation states that the data to be supplied in Requirement R3 applies to the documented specification for data and information referenced in Requirement R1. The second part of the question (relating to “any data”) is moot because the interpretation applies only to the data specified in R1.</p>				
<p>Question 3: R1 states “...shall have a documented specification for data and information...”; the drafting team did not add the term “information” to the requirement. R1.2 specifies that the specification will include “mutually agreeable format.”</p>				
<p>The SDT did not think it appropriate to dictate a dispute resolution process. In many cases, the entities in dispute will be from the same Region; therefore, that Region’s dispute resolution process would be appropriate. However, some disputes will cross Regions or even involve more than two Regions. In those cases, the parties could agree to abide by any involved Region’s dispute resolution process.</p>				

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Tony Kroskey	Brazos Electric Power Cooperative, Inc.	1	Negative	Response to Question #2 needs further consideration for instances where an RC provides data to another RC. Do the responsible entities to the first RC also need to "ensure" that the second RC has received the "specified" data? Response to Question #3 needs further clarity. Also what compliance issue does this raise during the time that negotiations are in progress?
<p>Response: The IROL SDT thanks you for your comment.</p> <p>Question 2: Each responsible entity has only one RC and is therefore only required to provide data and information to that RC. If two or more RC's are sharing data, the responsible entity is not required to provide the data or information to the second RC.</p> <p>Question 3: We can not assess your issue for question 3 that it needs "further clarity" without further explanation of the context of your comment. We can not speak for NERC or Regional Compliance regarding compliance issues "during the time negotiations are in progress."</p>				
Joanne Kathleen Borrell	FirstEnergy Solutions	3	Affirmative	In regards to question 1 - we agree with the response provided. However, this interpretation response should trigger a revision to standard IRO-010, requirement R3 for clarity. The phrase "as specified" should be replaced with "as specified and developed per requirement R1." In regards to question 2 - we agree with the response provided. In regards to question 3 - we agree with the response but the question raised points to some adjusting needed in the standard for clarity. A potential problem from a compliance standpoint is that requirement R1 is only explicitly applicable to the RC. This could cause compliance issues for an RC who can not come to an agreement with one or more entities. Either R1.2 should be expanded or a new sub-requirement of R1 should be added that requires the RC to document a "dispute resolution mechanism" (similar to NUC-001-1 R9.1.4) to protect both its own interest and the interest of the entities that it monitors. The suggested changes could be captured in the 5-year review cycle required by NERC for all of its reliability standards.
Kenneth Dresner		5		
Mark S Travaglianti		6		
Robert Martinko	FirstEnergy Energy Delivery	1	Affirmative	In regards to question 1 - we agree with the response provided. However, this interpretation response should trigger a revision to standard IRO-010, requirement

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				<p>R3 for clarity. The phrase "as specified" should be replaced with "as specified and developed per requirement R1." In regards to question 2 - we agree with the response provided. In regards to question 3 - we agree with the response but the question raised points to some adjusting needed in the standard for clarity. A potential problem from a compliance standpoint is that requirement R1 is only explicitly applicable to the RC. This could cause compliance issues for an RC who can not come to an agreement with one or more entities. Either R1.2 should be expanded or a new sub-requirement of R1 should be added that requires the RC to document a "dispute resolution mechanism" (similar to NUC-001-1 R9.1.4) to protect both its own interest and the interest of the entities that it monitors. The suggested changes could be captured in the 5-year review cycle required by NERC for all of its reliability standards.</p>
Douglas Hohlbaugh	Ohio Edison Company	4	Affirmative	<p>In regards to question 1 - we agree with the response provided. However, this interpretation response should trigger a revision to standard IRO-010, requirement R3 for clarity. The phrase "as specified" should be replaced with "as specified and developed per requirement R1." In regards to question 2 - we agree with the response provided. In regards to question 3 - we agree with the response but the question raised points to some adjusting needed in the standard for clarity. A potential problem from a compliance standpoint is that requirement R1 is only explicitly applicable to the RC. This could cause compliance issues for an RC who can not come to an agreement with one or more entities. Either R1.2 should be expanded or a new sub-requirement of R1 should be added that requires the RC to document a "dispute resolution mechanism" (similar to NUC-001-1 R9.1.4) to protect both its own interest and the interest of the entities that it monitors. The suggested changes could be captured in the 5-year review cycle required by NERC for all of its reliability standards.</p>
<p>Response: The IROL SDT thanks you for your comment. We will submit your comment to the NERC Manager of Standards Development as input to the NERC standards issues database for consideration during the next revision of this standard.</p>				

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Anita Lee	Alberta Electric System Operator	2	Abstain	The AESO would like to cast an "abstention" vote to the overall ballot, but would also like to indicate our support to the interpretation to Q3. We do not, however, hold a position regarding the interpretation to either Q1 or Q2.
Response: The IROL SDT thanks you for your comment.				
Kenneth Goldsmith	Alliant Energy Corp. Services, Inc.	4	Affirmative	Please define the Dispute Resolution process as requested in question 3.
Response: The IROL SDT thanks you for your comment. The SDT did not think it appropriate to dictate a dispute resolution process. In many cases, the entities in dispute will be from the same Region; therefore, that Region's dispute resolution process would be appropriate. However, some disputes will cross Regions or even involve more than two Regions. In those cases, the parties could agree to abide by any involved Region's dispute resolution process.				
Thomas C. Mielnik	MidAmerican Energy Co.	3	Affirmative	Please define the Dispute Resolution Process in response to Question 3. Note: Unable to find information on the Dispute Resolution Process for Standards in the NERC Rules of Procedure.
Response: The IROL SDT thanks you for your comment. The SDT did not think it appropriate to dictate a dispute resolution process. In many cases, the entities in dispute will be from the same Region; therefore, that Region's dispute resolution process would be appropriate. However, some disputes will cross Regions or even involve more than two Regions. In those cases, the parties could agree to abide by any involved Region's dispute resolution process.				
Russell A Noble	Cowlitz County PUD	3	Affirmative	The SDT has adequately provided an interpretation. However, I believe there are gaps in the standards in general in providing the means by which reasonable required modeling data is established, and a realistic time frame for obtaining the data values. MOD-012-0 is a prime example of this problem. I have great hopes that the current revision process will address this problem. Thank you for the clear and concise interpretation.

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<p>Response: The IROL SDT thanks you for your comment. We will submit your comment to the NERC Manager of Standards Development as input to the NERC standards issues database for consideration during the next revision of this standard.</p>				