

**ATTACHMENT F**

**PLACEHOLDER DISPUTE MECHANISM**

#### **11.7.4 Recurring disputes or exceptions**

A Scheduling Coordinator may request the ISO to treat as recurring a dispute or exception raised in accordance with Sections 11.7.2 and 11.7.3 above, if a dispute or exception would apply to subsequent Preliminary and Final Settlement Statements. The ISO shall make a determination on such a request within five (5) Business Days of receipt. To preserve its right to dispute an item, a Scheduling Coordinator must continue to raise a dispute or report an exception until it is notified by the ISO that the ISO agrees to treat the dispute or exception as recurring. If the ISO grants a request to treat a dispute or exception as recurring, the dispute raised or exception reported by the Scheduling Coordinator shall be deemed to apply to every subsequent Preliminary and Final Settlement Statement provided to the Scheduling Coordinator from the date that the ISO grants the request for recurrent treatment until: a) ninety (90) days have elapsed, unless the ISO indicates a different expiration date on its response to the request, in which case the expiration date stated by the ISO, in its response or b) the dispute or exception is resolved, whichever is shorter.

### **SABP 4.3 Review, Validation, Confirmation of Preliminary Settlement Statements**

The provisions for confirmation, review and validation of Preliminary Settlement Statements set forth in Sections 11.6.1.2, 11.7.1, ~~and 11.7.2, 11.7.3 and 11.7.4~~ of the ISO Tariff shall apply to all Scheduling Coordinators, Black Start Generators (or Participating TOs (save, in the case of Participating TOs, for charges or rebates referred to in Annex 1) who receive a Preliminary Settlement Statement from the ISO.

### **SABP 4.4 Resolving Disputes Relating to Preliminary Settlement Statements**

#### **SABP 4.4.1 Notice**

##### **SABP 4.4.1.1 Notice of an ordinary dispute**

If a Scheduling Coordinator, Black Start Generator (or Participating TO) disputes any item or calculation set forth in its Preliminary Settlement, it shall provide the ISO by electronic means with a notice of dispute within eight (8) Business Days from the date of issue of the Preliminary Settlement Statement.

##### **SABP 4.4.1.2 Notice of recurring dispute**

If a Scheduling Coordinator, Black Start Generator or Participating TO believes a dispute will apply to subsequent Preliminary or Final Settlement Statements, it may request, in a notice provided in accordance with Section SABP 4.4.1.1 above, that the ISO treat the dispute as recurring. A request for recurring treatment may be made for any valid reason provided that subsequent Preliminary and Final Settlement Statements would be affected, including but not limited to, that the disputed calculation will recur, or that a disagreement as to policy will affect calculations in subsequent Preliminary and Final Settlement Statements.

#### **SABP 4.4.2 Contents of Notice**

##### **SABP 4.4.2.1 Contents of a notice of dispute**

The notice of dispute shall state clearly the Trading Day, the issue date of the Preliminary Settlement Statement, the item disputed, the reasons for the dispute, the amount claimed (if

appropriate) and shall be accompanied with all available evidence reasonably required to support the claim.

**SABP 4.4.2.2 Contents of a request for treatment as a recurring dispute**

If a Scheduling Coordinator, Black Start Generator or Participating TO wishes to request that the ISO treat a dispute as recurring, it shall, in the notice provided in accordance with Section SABP 4.4.2.1 above, clearly indicate that it requests such treatment and set forth in detail the reasons that support such treatment. To the extent possible, the Scheduling Coordinator, Black Start Generator or Participating TO shall state the types of charges and dates to which the dispute will apply, and provide estimates of the amounts that will likely be claimed on each date.

**SABP 4.4.3 ISO determination of a recurring dispute**

The ISO may deny a request that the ISO treat a dispute as recurring for any valid reason, including because the request is not adequately specific as to the basis for recurring treatment or the subsequent calculations that will be affected.

**SABP 4.4.34 Amendment**

If the ISO agrees with the amount claimed, it shall incorporate the relevant data into the Final Settlement Statement.

**SABP 4.4.45 ISO Contact**

If the ISO does not agree with the amount claimed or if it requires additional information, it shall make reasonable efforts (taking into account the time it received the notice of dispute and the complexity of the issue involved) to contact the relevant Scheduling Coordinator, Black Start Generator or Participating TO to resolve the issue before issuing the Final Settlement Statement. If it is not possible to contact the relevant party, the ISO shall issue the Final Settlement Statement without taking into account the dispute notice.

**SABP 4.4.56 Payment Pending Dispute**

Each Scheduling Coordinator, Black Start Generator or Participating TO which receives an invoice shall pay any net debit and shall be entitled to receive any net credit shown in the invoice on the Payment Date, whether or not there is any dispute regarding the amount of the debit or credit. The provisions of Section 13 (Dispute Resolution) of the ISO Tariff shall apply to the disputed amount.