

Billing Dispute Procedures

BPA Transmission Business Practice

Version 2

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This business practice provides the procedures that Customers must follow for Transmission billing disputes pursuant to Sections 7 and 12 of the BPA Open Access Transmission Tariff (OATT) and subject to applicable law. However, nothing in this business practice will require its application to a dispute if BPA and the Customer otherwise resolve such dispute. This business practice shall not be interpreted to contradict, amend, or supersede the BPA OATT.

For billing disputes related to Energy Imbalance Market (EIM) services pursuant to Section 12.4A of the BPA OATT, see the Energy Imbalance Market Business Practice for information on billing dispute resolution. EIM-related billing disputes must follow the timeline set forth in the Energy Imbalance Market Business Practice. To the extent there are conflicts between the Energy Imbalance Market Business Practice and this business practice, the Energy Imbalance Market Business Practice controls.

BPA Policy References

- [Open Access Transmission Tariff \(OATT\)](#): Sections 7.3; 12

For more information, visit the [BPA Transmission Business Practices webpage](#) or submit questions to techforum@bpa.gov.

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A. Disputing a Billed Charge After Payment to BPA

1. Initiating a dispute:

- a. To dispute a billed charge after the Customer has already paid the charge to BPA, the Customer must send its assigned Transmission Account Executive an email or other written notice indicating that the Customer is disputing a charge. For EIM-related disputes pursuant to BPA OATT Section 12.4A, see the Energy Imbalance Market Business Practice for the information required to initiate a dispute. For non-EIM-related disputes, the email or written notice should provide the following information to the extent then known by the Customer:
 - i. Identification of the time period and charge(s) being disputed.
 - ii. An explanation of the basis for the dispute.
 - iii. Any supporting documentation for the dispute.
 - iv. Identification of the relief sought, including the dollar amount.

1. If the relief sought includes a request for waiver of a rate that has its own waiver requirements (such as the Unauthorized Increase Charge) in BPA's Transmission, Ancillary, and Control Area Service Rate Schedule and General Rate Schedule Provisions, the Customer must also comply with such waiver requirements.
 - b. Upon receipt of the email or other written notice from the Customer containing the information in Section A.1.a, the Customer's assigned Transmission Account Executive will respond with confirmation of receipt of the Customer's dispute as soon as is practical.
 - c. BPA and the Customer will make reasonable efforts to provide additional information related to the dispute as may be reasonably requested for the purposes of evaluating the Customer's dispute.
2. Treatment of funds in dispute:
 - a. BPA will not transfer to an escrow account funds in dispute that have already been paid by the Customer. BPA will continue to retain the funds pending dispute resolution.
 - b. The Customer may not withhold funds from a subsequent invoice to offset funds in dispute that were previously paid by the Customer.
3. Dispute evaluation and determination by BPA:
 - a. Consistent with BPA OATT Section 12.1, following the initiation of a dispute by the Customer BPA will arrange, at the Customer's request, a meeting with a BPA designated senior representative and a designated senior representative of the Customer to discuss the dispute as promptly as practicable. Multiple meetings may be arranged, as needed.
 - b. BPA will evaluate the merits of the dispute. BPA will endeavor to complete this evaluation within 60 Calendar Days of the later of:
 - i. The date of the meeting, or the final meeting, with senior representatives; or
 - ii. The date the dispute was recognized in accordance with Section A.1.b.
 - c. If BPA cannot complete its evaluation within the approximated 60 Calendar Days, then BPA will provide periodic updates of its progress and an estimated timeline.
 - d. Once BPA completes its evaluation, the Transmission Account Executive will notify the Customer in writing of BPA's final decision regarding the dispute along with any additional explanation of the final decision as BPA may deem necessary or appropriate
4. Disbursement of funds:
 - a. BPA will disburse any funds due to the Customer consistent with its final decision unless the Customer pursues an action in a court or agency of competent jurisdiction. In the latter event, BPA will disburse any funds due to the Customer consistent with the final determination of a court or agency of competent jurisdiction.

B. Disputing a Billed Charge Using an Escrow Account

1. Initiating a dispute:

- a. To dispute a billed charge prior to making payment, the Customer must send its assigned Transmission Account Executive an email or other written notice indicating that the Customer is disputing a charge. For EIM-related disputes pursuant to BPA OATT Section 12.4A, see the Energy Imbalance Market Business Practice for the information required to initiate a dispute. For non-EIM-related disputes, the email or writing should provide the following information to the extent then known by the Customer:
 - i. Identification of the time period and charge(s) being disputed.
 - ii. An explanation of the basis for the dispute.
 - iii. Any supporting documentation for the dispute.
 - iv. Identification of the relief sought, including the dollar amount.
 1. If the relief sought includes a request for waiver of a rate that has its own waiver requirements (such as the Unauthorized Increase Charge) in BPA's Transmission, Ancillary and Control Area Service Rate Schedule and General Rate Schedule Provisions, the Customer must also comply with such waiver requirements.
- b. BPA and the Customer will make reasonable efforts to provide additional information related to the dispute as may be reasonably requested for the purposes of evaluating the Customer's dispute.

2. Treatment of funds in dispute:

- a. A Customer may choose to either pay the charges in dispute consistent with Section A or promptly deposit the funds into an escrow account.
 - i. Disputed charges not paid to BPA by the billing due date or not deposited into escrow in accordance with Section B.2.b. will be subject to applicable collection procedures and timelines as set forth in the Notice of Debtor Rights on the Customer's invoice.
 - ii. Disputed funds deposited into an escrow account are considered unpaid and shall accrue interest pursuant to Section 7.2 of the BPA OATT.
- b. Disputed charges deposited into escrow:
 - i. Upon receipt of the email or other written notice from the Customer containing the information in Section B.1.a, the Transmission Account Executive will provide the Customer with an [Escrow Agreement](#).
 1. The Customer will be solely responsible for the setup costs and administrative fees associated with the escrow account.
 - ii. The Customer and BPA will use reasonable efforts to negotiate the unfilled terms of the Escrow Agreement in order to promptly execute the Escrow Agreement with the Escrow Agent. Within five (5) Business Days of executing the Escrow Agreement, the Customer must deposit the funds in dispute into the escrow account.

- c. Upon receipt of the email or other written notice from the Customer containing the information in Section B.1.a. and completion of Section B.2.b, the Customer's assigned Transmission Account Executive will respond with confirmation of the Customer's dispute as soon as practical.
- 3. Dispute evaluation and determination by BPA:
 - a. Consistent with BPA OATT Section 12.1, following the initiation of a dispute by the Customer BPA will arrange, at the Customer's request, a meeting with a BPA designated senior representative and a designated senior representative of the Customer to discuss the dispute as promptly as practicable. Multiple meetings may be arranged, as needed.
 - b. BPA will evaluate the merits of the dispute. BPA will endeavor to complete this evaluation within 60 Calendar Days of the later of:
 - i. The date of the meeting, or the final meeting, between senior representatives; or
 - ii. The date the dispute was recognized in accordance with Section B.2.c.
 - c. If BPA cannot complete its evaluation within the approximated 60 Calendar Days, then BPA will provide periodic updates of its progress and an estimated timeline.
 - d. Once BPA completes its evaluation, the Transmission Account Executive will notify the Customer in writing of BPA's final decision regarding the dispute along with any additional explanation of the final decision as BPA may deem necessary or appropriate.
- 4. Disbursement of funds:
 - a. Following BPA's final decision, the escrow funds will be disbursed in accordance with the escrow agreement.
 - b. Upon disbursement of the escrow funds, BPA will calculate interest owed in accordance with Section 7.2 of the BPA OATT.
 - c. BPA will disburse any funds due to the Customer consistent with its final decision unless the Customer pursues an action in a court or agency of competent jurisdiction. In the latter event, BPA will disperse any funds due to the Customer consistent with the final determination of a court or agency of competent jurisdiction.