

## Transmission Billing Dispute Procedures

### 1. Billing Disputes – General Description and Notification to BPA

Customers may dispute transmission, ancillary or control area service charges billed by BPA as provided in sections 7 and 12 of BPA's Open Access Transmission Tariff (OATT) and section D.3 of BPA's General Rate Schedule Provisions for Transmission, Ancillary and Control Area Services.

To dispute a charge, a customer must notify its Transmission Account Executive in writing, providing the following information:

- a. Identify the time period and charge(s) being disputed;
- b. Provide a detailed explanation for the dispute;
- c. Provide any supporting documentation for the dispute; and
- d. Identify the relief sought.

### 2. Disputing a Billed Charge After Payment

If a customer pays the transmission charge that it is disputing, BPA will acknowledge in writing that the customer has paid the funds in dispute. Disputed payments will not be transferred out of BPA to an independent escrow account.

### 3. Disputing a Billed Charge Prior to Payment

If a customer disputes a transmission charge before making payment and instead desires to deposit the disputed funds in an independent escrow account, it must notify its Transmission Account Executive prior to the bill due date.

- a. The Account Executive will work with the customer to establish the [escrow agreement](#).
- b. The customer shall fund the escrow account pursuant to the terms of the escrow agreement.

### 4. Treatment of Funds

If the customer does not pay the disputed transmission charge to BPA by the bill due date or deposit the funds in an independent escrow account according to the terms of the escrow agreement, the customer will incur late charges and/or may be deemed to be in default.

- a. All funds not in dispute must be paid by the bill due date.
- b. Funds that have been previously paid to BPA shall not be transferred to an escrow account by BPA.
- c. Funds from future invoices are not permitted to be held in lieu of amounts previously paid, but later disputed. Each invoice will be treated separately.
- d. It is not permissible to withhold funds from an undisputed invoice to deposit into escrow for a previously paid, but later disputed, charge.



**5. Dispute Evaluation and Determination by BPA**

Upon receipt of the customer's notice of dispute, BPA will review the merits of the dispute.

- a. BPA will arrange an executive-level meeting with the customer to discuss the dispute as promptly as practicable.
- b. BPA will endeavor to complete its review within 60 calendar days of the executive meeting.
- c. The Transmission Account Executive will notify the customer in writing of BPA's decision/resolution regarding the dispute.
- d. Upon BPA's determination of the merits of the customer's dispute, BPA or the customer, if necessary, may pursue legal action or agree to seek alternative forms of dispute resolution such as mediation or arbitration.

**6. Disbursement of Funds Upon Final Resolution of a Dispute**

Upon a final resolution of a dispute through settlement, legal action or alternative dispute resolution, BPA will disburse funds paid directly to BPA consistent with the resolution. If the disputed funds have been deposited into an independent escrow account, the terms of the escrow agreement will govern regarding the disbursement of funds.

**7. Exceptions**

The following rates/charges have specific waiver provisions under BPA's Transmission Rate Schedule:

- a) Unauthorized Increase Charge (UIC); and
- b) Persistent Deviation Penalty Charge.

For these, the Transmission Customer should follow the applicable waiver provisions in seeking relief prior to considering a billing dispute.