

ATTACHMENT B

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking on the Commission's  
Own Motion to Determine Whether Baseline  
Allowances for Residential Usage of Gas and  
Electricity Should Be Revised

Rulemaking 01-05-047

(U 39 E)

STIPULATION ON COMMON AREA ACCOUNTS IN  
BASELINE OIR PHASE 2 (PARTIES' MODIFIED VERSION)

I. BACKGROUND

At the direction of Administrative Law Judge Sarah Thomas of the California Public Utilities Commission (CPUC or Commission), various parties and non-parties<sup>1</sup> interested in Baseline issues that affect certain of PG&E's multi-unit residential common area accounts, as raised in Phase 2 of the Baseline OIR (R.01-05-047), met and conferred over a period of months subsequent to the January 31, 2002 Prehearing Conference in this proceeding. As a result of these conferences, including a conference formally noticed to all parties of record pursuant to Rule 51.1(b), the Stipulating Parties have reached agreement on the following proposal, which

<sup>1</sup> The parties who have signed the Stipulation are: Executive Council of Homeowners (ECHO), the Office of Ratepayer Advocates (ORA), Pacific Gas and Electric Company (PG&E). The non-party signatories of the Stipulation are: Spinnaker Cove Association, Silk Purse Properties, 10 Miller Place Homeowners Association, and Post International Owners Association, Inc. (all party and non-party signatories are referred to henceforth as "the Stipulating Parties").

they urgently request receive expedited consideration and approval by the CPUC as an interim decision.

This Stipulation's proposal is substantially similar to the "optional commercial" proposal for PG&E rates, made by the ORA in its Baseline OIR Phase 1 testimony dated August 17, 2001, with which PG&E concurred in its Phase 1 rebuttal testimony dated August 24, 2001, and is supported by such testimony by reference herein.<sup>2</sup>

The Stipulating Parties agree that immediate CPUC action adopting this Stipulation's proposal through an interim decision is vitally necessary so that the customers hardest hit can receive the promptest possible prospective relief from the bill increases of several-fold that they have suffered since the CPUC's RSP surcharges went into effect on June 1, 2001.

## II. PURPOSE

Adoption and implementation of this Stipulation's proposal would largely ameliorate the disproportionately high bills under which PG&E's higher usage common area customers have suffered since June 1, 2001, when the CPUC's RSP surcharge and five-tiered rate structure, adopted in D.01-05-047, went into effect.<sup>3</sup> These large increases in common area bills are passed on to the 1.1 million households living in condominium complexes, apartment buildings, and mobile home parks through increased homeowners' association fees and rents, or may have to be

---

<sup>2</sup> Common-area accounts for Southern California Edison have not been similarly impacted by the RSP surcharge because they are already on commercial schedules and commercial schedules were not "tiered" in D, 01-05-064. Also, although San Diego Gas and Electric was not subject to as large an RSP surcharge, that utility's largest (or poly-phase) common area accounts are also already on commercial schedules. The CPUC has varied the three utilities' common-area account treatment through its rulings in General Rate Cases held since Baseline was established in the early-to-mid-1980's.

<sup>3</sup> Certain of the stipulating parties reserve the right to present in their own Phase 2 Baseline testimony additional common area account proposals beyond the "commercial option" proposal for which expedited approval is sought in this stipulation.

absorbed by landlords for various reasons including rent control provisions.

### III. EXPECTED RELIEF

Adoption of this stipulation (and subsequent customer migration by those likely to benefit) would result in the following relief for the highest usage common area accounts who have suffered the greatest common-area bill increases since the three-cent average surcharge went into effect on June 1, 2002. (It was assumed that migrating customers would select Schedule A-6, because that schedule appears to generally provide the greatest benefits to the largest number of affected common area customers).

Adoption and implementation of this Stipulation's proposal is expected, under PG&E's calculations to:

- (1) eliminate approximately 97 percent of the tier 5 kilowatt-hours for common area account usage now receiving tier 5 rates (with RSP surcharges for tier 5 of approximately 11 ½ cents per kWh);
- (2) eliminate approximately 75 percent of the tier 4 kilowatt hours for common area account usage now receiving tier 4 rates (with RSP surcharges for tier 4 of approximately 9 ½ cents per kWh); and,
- (3) eliminate approximately 50 percent of the tier 3 kilowatt hours for common area account usage now receiving tier 3 rates (with RSP surcharges for tier 3 of approximately 5 cents per kWh).

The savings to affected common-area accounts would be expected to total about \$18 million per year.

PG&E's calculations show that common area customers with the following usage profiles are expected to be likely to benefit from migration to commercial Schedule A-6:

- Those currently on Schedule E-1 (standard residential tariff) with annual usage of

- over 12,000 kWh/year (or 1,000 kWh/month);
- Those currently on Schedule E-7 (time-of-use residential schedule) with annual usage of over 15,000 kWh/year (or 1,250 kWh/month); or,
- Those currently on Schedule E-8 (seasonal residential schedule) with annual usage of over 20,000 kWh/year (or almost 1,700 kWh/month).

In total, about 9,000 common area accounts (those with the largest usage, generally those with significant numbers of elevators or other such common-area facilities with inherently higher usage) would likely benefit from CPUC's adoption of the stipulated proposal's optional migration to PG&E's commercial Schedule A-6. The vast majority of PG&E's common area accounts (some 81,000 of the greater universe of about 90,000 total) are smaller energy users whose usage rarely if ever reaches tier 3, and may often or always stay within the safe harbor of 130 percent of baseline, which would exempt them from the RSP surcharge. The stipulation's proposal is based on ORA's initially-suggested structure allowing an optional move to a commercial schedule because otherwise these 81,000 or so smaller usage common area accounts would end up being worse off (e.g., if all common area accounts were required to take service under a commercial schedule).

#### **IV. IMPLEMENTATION COSTS AND TIMING**

Adoption of this Stipulation's proposal would not require establishment or implementation of any new rate schedules or any changes to the Baseline program or statute. Implementation is estimated to cost about \$250,000 and to initially take between 3 to 6 months to put in place once adopted by the CPUC (including customer education, bill analyses, and possibly installation of a new programmable TOU meter's for most customers, at a one-time cost

to the customer of \$443, if one were not already in place for that account).<sup>4</sup>

---

<sup>4</sup> The analysis of who would benefit from migration includes an assumption that the customer would need to purchase such a programmable TOU meter, however, some common-area customers likely to benefit from migration may already have such meters in place (these are believed to be in the minority, though). Thus the figures for who would likely benefit and how much common area usage would drop from tiers 5, 4, and 3 are conservative and there would be commensurately greater benefits than projected as more customers with programmable meters already in place would likely migrate.

**V. TERMS OF STIPULATED PROPOSAL ALLOWING FOR COMMON-AREA RATE MIGRATION**

- (1) PG&E's current residential and commercial tariffs are amended to allow common-area customers (currently classified as residential) the option of taking service on an existing commercial rate schedule for which they also qualify and provided they submit a written application.
- (2) The date on which common-area customers can first begin transferring to the commercial class is 15 days after CPUC approval of this stipulation. Applications will be accepted on the first business day following CPUC approval. PG&E will make these applications available to all common area customers prior to the effective date of the CPUC's decision approving this Stipulation.
- (3) Common-area customers who choose general service Schedule A-1 (whether on an interim basis pursuant to paragraph 4 below, or permanently) will be placed on this rate schedule at the next regular meter read date that is at least 15 days after receipt of the customer's application. However, for customers who submit valid applications within the first 15 days after CPUC approval of this stipulation, PG&E will have up to 30 days after the CPUC approval date to process their applications prior to transferring them to the commercial class on the next regular meter read date.
- (4) Common-area customers who choose a time-of-use schedule (TOU), a demand-metered schedule, or a demand-metered TOU schedule can request Schedule A-1 for the interim period.

(5) If the common-area customer chooses a TOU schedule, a demand-metered schedule, or a demand-metered TOU schedule, PG&E shall have 60 days upon receipt of each valid application AND payment in full of the applicable meter installation or reprogramming charge to install the TOU or demand meter, or reprogram an existing qualified meter. Installation of TOU or demand meters, or reprogramming of existing qualified meters, shall be performed by PG&E on a first come first served basis according to the date that it receives the customer's application. There are three exceptions to Term 5, as follows:

- A. In the event that total common-area customer applications for service on TOU, demand-metered or demand-metered TOU commercial schedules exceeds 1,500 per month, PG&E will install or reprogram a MINIMUM of 1,500 meters per month. Once the unfilled applications for installations/reprogrammings exceed 1,500, the 60-day meter installation clock resets to zero and does not restart until the unfilled applications for installations/reprogrammings drops below 1,500.
- B. Once PG&E's new customer information and billing system, CorDaptix, is scheduled to go into production, all processing of rate schedule changes and meter installations/reprogrammings will be stopped for 30 days prior and 30 days after the scheduled production date, currently scheduled for late 2002 or early 2003. No later than 5 days before the start of the blackout period, a notice will be mailed to the Stipulating Parties stating the date on which the blackout period will begin. At the start of the blackout period, both the 60-day meter installation/reprogramming clock and 15-day Schedule A-1 clock will reset to zero and not restart until after the 60 day "blackout" period ends. There will be an additional 15-day delay before the Schedule A-1 clock restarts.

C. In the event the CPUC approves this Stipulation during the 60-day blackout period, requests for service on Schedule A-1 will be divided into 3 groups of 3,100 accounts each. The first 3,100 applications for commercial service will be placed in Group 1, the next 3,100 applications for commercial service will be placed in Group 2, and the next 3,100 applications for commercial service will be placed in Group 3. Group 1 accounts will be processed within 30 days, Group 2 accounts will be processed within 60 days, and Group 3 accounts will be processed within 90 days, following the end of the blackout period. In addition, the maximum time period for installing TOU, demand or TOU demand meters following the end of the blackout period will be as follows: Group 1, 60 days; Group 2, 90 days; and Group 3, 120 days.

(6) Although any customer taking service on a commercial schedule is normally required by the tariff to stay on that particular schedule for 12 months, that time-period may differ for common-area customers either if they invoke Term 4, or when the right-of-return options in Terms 7 or 8 take effect. If Term 4 is invoked, the common-area account can move to another commercial schedule before the 12-month period is up. The common-area account will be required to remain on the newly chosen TOU, demand or TOU demand rate schedule for 12 months unless Terms 7 or 8 are invoked.

(7) For a two-calendar-month period beginning 14 months after the CPUC approves this stipulation, common-area customers who have transferred to a commercial class will have an opportunity to return to the residential class by providing PG&E a written notice that is either received or post-marked within this two-month period. PG&E will have up to 30 days to process each request. For example, if the CPUC approved this stipulation effective July 1, 2002, common-area customers would be entitled to notify PG&E in writing between

September 1, 2003 through October 31, 2003 that they would like to be returned to the residential class. PG&E will provide written notice to all eligible common-area commercial customers of their right of return to a residential schedule within a reasonable time in advance of the beginning of this two-month right-of-return period. This Term overrides the tariffs' normal 12-month requirement as noted in Term 6.

(8) Common-area customers will have a final opportunity to transfer back to the residential class in the event that both of the following occur: (1) the CPUC substantially reduces the three-cent surcharge or substantially amends any or all of PG&E's commercial or residential rate schedules, and (2) the Executive Council of Homeowners in its sole discretion, directs PG&E in writing to begin an optional second right-of-return period. Upon PG&E's receipt of such a signed written directive, PG&E will within 30 days notify all eligible common-area customers in writing of this additional right-of-return period allowing them one last opportunity to return to a residential schedule. This final right-of-return period would then begin 15 days after PG&E receives this written directive and continue for 105 days. In the event CorDaptix still requires manual adjustments for customers moving between classes, the processing of all return requests under Term 8 will match that described in Term 5C such that Group 1 will be processed within the first 45 days, Group 2 will be processed within the first 75 days, and Group 3 will be processed within the first 105 days following the beginning of this final right-of-return period. This Term overrides the commercial tariffs' normal 12-month requirement as noted in Term 6.

(9) Once the right-of-return window described in Term 7 has passed and the one described in Term 8 has either passed or is never exercised, common-area customers who transfer to the commercial class, or who are already in the commercial class, will not be able to transfer

back to the residential class. In the event that Term 8 is invoked prior to Term 7, this will be the only opportunity for customers to return to the residential class. Finally, Term 7 will be void if Term 8 is exercised before the 14-month period ends.

- (10) During the right-of return periods provided for in Terms 7 and 8 above, common-area customers will be allowed to return to Schedule E-8, even though it is otherwise closed to new customers, provided that all of the following have occurred: (1) Schedule E-8 has not been terminated in its entirety by the CPUC; and (2) the CPUC authorizes common-area commercial customers to return to Schedule E-8 by approving this Stipulation; and (3) each returning party compensates PG&E for the full cost of manually processing its requests and/or reprogramming its billing system to allow common-area customers to return to a closed rate schedule at a fixed charge of \$40 per account. Processing of this request will not begin unless this charged is paid in full.
- (11) The expected revenue shortfall of up to \$18 million per year (for both “frozen” or standard tariffs as well as surcharges) from common-area migration to commercial schedules must be ruled by the CPUC decision adopting this Stipulation to be fully recoverable and subject to tracking in a separate, dedicated new balancing account perhaps called the Common-Area Balancing Account (CABA). Recovery of the common-area migration revenue shortfalls would ultimately be effected through whatever CPUC decision first determines both class allocation and rate changes needed for revenue neutrality in R.01-05-047. Specifically, the decision on this Stipulation would authorize recovery, through future rate changes, of both the uncollected CABA balance as well as any expected ongoing revenue shortfalls due to common area migration going forward after the rate change decision in R.01-05-047.

- (12) PG&E will have 30 days upon approval of this Stipulation by the CPUC to mail written confirmation to common-area customers correctly designated in its billing system as “common usage” and who would save at least \$100 per year exclusive of any meter installation charge by moving to the commercial class, that this option is now open to them. All other common-area customers will be notified through a bill insert within 90 days of CPUC approval of this Stipulation.
- (13) No later than 30 days after approval of this Stipulation by the CPUC, common-area customers designated to receive written confirmation will be mailed an historical analysis comparing their bills and usage for the latest available 12 months on their current residential schedule to the anticipated bills, at the same usage, for commercial rate Schedules A-1, A-6, A-10 and E-19W. The materials mailed to customers will be sufficient to permit the customers to make a reasoned and meaningful choice of rate schedule. However, beginning 30 days after the start of the blackout period (i.e., once CorDaptix goes into production), PG&E will only be able to use the most recent billing data prior to CorDaptix going into production. Usage that occurs after CorDatpixon goes into production will not be used until the Rates Department's "Elecfix" billing data becomes available in CorDaptix and PG&E has determined that CorDaptix is fully operational.
- (14) Stipulating Parties agree not to hold PG&E liable for the data provided by PG&E that they use in any decision to transfer or not transfer to the commercial class, or to choose a particular rate schedule.
- (15) This proposal is made by the Stipulating Parties without prejudice to their right to make in current or future proceedings additional proposals regarding common-area accounts.

(16) The two exceptions to Term 15 are as follows: 1) the Stipulating Parties agree not to request during this proceeding that common area baseline quantities be determined through a proration method based on the usage and number of units associated with each common interest development; and 2) the Stipulating Parties agree not to request separate baseline quantities for common area customers until 180 days after CorDaptix goes into production.

## **VI. OTHER PROVISIONS**

### **A. EFFECTIVE DATE**

This Stipulation shall become binding on the signature date.

### **B. BEST EFFORTS**

The Stipulating Parties shall use their best efforts to obtain expedited Commission approval of the Stipulation, ideally through an Interim Decision the Parties shall jointly request the Commission approve the Stipulation without change and find it to be reasonable and in the public interest.

### **C. NON-PRECEDENTIAL**

Consistent with Rule 51.8 of the Commission's Rules of Practice and Procedure, this Stipulation is not precedential.

### **D. PREVIOUS COMMUNICATIONS**

The Stipulation contains the entire Stipulation and understanding among the Parties as to the subject matter of this Stipulation, and supercedes all prior agreements, commitment, representations, and discussions between the parties. In the event of any conflict, the terms of the Stipulation shall govern.

### **E. GOVERNING LAW**

This Stipulation shall be interpreted, governed and construed under the laws of the State of California, including Commission decisions, orders, and rulings, as if executed and to be performed wholly within the State of California.

**F. SIGNATORIES**

The undersigned represent that they are authorized to sign this Baseline Common-Area Stipulation of behalf of the named party, and signatures in counterparts are authorized as well, if necessary.

The undersigned represent that they are authorized to sign this "Stipulation on Common Area Accounts In Baseline OIR Phase 2 (Parties' Modified Version)" on behalf of the named entity.

EXECUTIVE COUNCIL OF HOMEOWNERS

OFFICE OF RATEPAYER ADVOCATES

By: Oliver Burford  
Oliver Burford 7-11-02

By: \_\_\_\_\_  
Jason Zeller

PACIFIC GAS AND ELECTRIC COMPANY

UTILITY COST MANAGEMENT LLC,  
as Representative of Executive Council of Homeowners

By: \_\_\_\_\_  
Gail L. Slocum

By: \_\_\_\_\_  
Paul Kerkorian

SPINNAKER COVE ASSOCIATION

SILK PURSE PROPERTIES

By: \_\_\_\_\_  
George Hidzick

By: \_\_\_\_\_  
Fran Slate

POST INTERNATIONAL OWNERS ASSOCIATION, INC.

10 MILLER PLACE HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
David F. Lordon

By: \_\_\_\_\_  
Dennis D. D'Amore

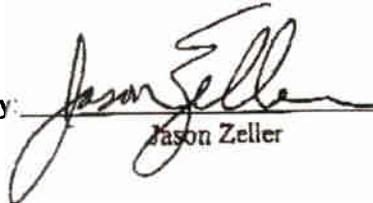
Dated: June \_\_\_\_, 2002

The undersigned represent that they are authorized to sign this "Stipulation on Common Area Accounts In Baseline OIR Phase 2 (Parties' Modified Version)" on behalf of the named entity.

EXECUTIVE COUNCIL OF HOMEOWNERS

OFFICE OF RATEPAYER ADVOCATES

By: \_\_\_\_\_  
Oliver Burford

By:  \_\_\_\_\_  
Jason Zeller

PACIFIC GAS AND ELECTRIC COMPANY

UTILITY COST MANAGEMENT LLC,  
as Representative of Executive Council of Homeowners

By: \_\_\_\_\_  
Gail L. Slocum

By: \_\_\_\_\_  
Paul Kerkorian

SPINNAKER COVE ASSOCIATION

SILK PURSE PROPERTIES

By: \_\_\_\_\_  
George Hidzick

By: \_\_\_\_\_  
Fran Slate

POST INTERNATIONAL OWNERS ASSOCIATION, INC.

10 MILLER PLACE HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
David F. Lordon

By: \_\_\_\_\_  
Dennis D. D'Amore

Dated: ~~June~~ July 11, 2002

The undersigned represent that they are authorized to sign this "Stipulation on Common Area Accounts In Baseline OIR Phase 2 (Parties' Modified Version)" on behalf of the named entity.

EXECUTIVE COUNCIL OF HOMEOWNERS

OFFICE OF RATEPAYER ADVOCATES

By: \_\_\_\_\_  
Oliver Burford

By: \_\_\_\_\_  
Jason Zeller

PACIFIC GAS AND ELECTRIC COMPANY

UTILITY COST MANAGEMENT LLC,  
as Representative of Executive Council of Homeowners

By:   
Gail L. Slocum

By: \_\_\_\_\_  
Paul Kerkorian

SPINNAKER COVE ASSOCIATION

SILK PURSE PROPERTIES

By: \_\_\_\_\_  
George Hidzick

By: \_\_\_\_\_  
Fran Slate

POST INTERNATIONAL OWNERS ASSOCIATION, INC.

10 MILLER PLACE HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
David F. Lordon

By: \_\_\_\_\_  
Dennis D. D'Amore

Dated: June \_\_\_\_, 2002

The undersigned represent that they are authorized to sign this "Stipulation on Common Area Accounts In Baseline OIR Phase 2 (Parties' Modified Version)" on behalf of the named entity.

EXECUTIVE COUNCIL OF HOMEOWNERS

OFFICE OF RATEPAYER ADVOCATES

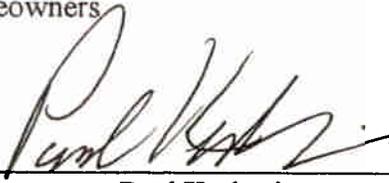
By: \_\_\_\_\_  
Oliver Burford

By: \_\_\_\_\_  
Jason Zeller

PACIFIC GAS AND ELECTRIC COMPANY

UTILITY COST MANAGEMENT LLC,  
as Representative of Executive Council of Homeowners

By: \_\_\_\_\_  
Gail L. Slocum

By:   
Paul Kerkorian

SPINNAKER COVE ASSOCIATION

SILK PURSE PROPERTIES

By: \_\_\_\_\_  
George Hidzick

By: \_\_\_\_\_  
Fran Slate

POST INTERNATIONAL OWNERS ASSOCIATION, INC.

10 MILLER PLACE HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
David F. Lordon

By: \_\_\_\_\_  
Dennis D. D'Amore

Dated: June \_\_\_\_, 2002

The undersigned represent that they are authorized to sign this "Stipulation on Common Area Accounts In Baseline OIR Phase 2 (Parties' Modified Version)" on behalf of the named entity.

EXECUTIVE COUNCIL OF  
HOMEOWNERS

OFFICE OF RATEPAYER ADVOCATES

By \_\_\_\_\_  
Oliver Burford

By \_\_\_\_\_  
Jason Zeller

PACIFIC GAS AND ELECTRIC COMPANY

UTILITY COST MANAGEMENT LLC,  
as Representative of Executive Council of  
Homeowners

By \_\_\_\_\_  
Gail L. Slocum

By \_\_\_\_\_  
Paul Kerkorian

SPINNAKER COVE ASSOCIATION

SILK PURSE PROPERTIES

By:   
George Hidzick

By: \_\_\_\_\_  
Fran Slate

POST INTERNATIONAL OWNERS  
ASSOCIATION, INC.

10 MILLER PLACE HOMEOWNERS  
ASSOCIATION

By \_\_\_\_\_  
David F. Lordon

By \_\_\_\_\_  
Dennis D. D'Amore

Dated: June \_\_\_\_, 2002

The undersigned represent that they are authorized to sign this "Stipulation on Common Area Accounts In Baseline OIR Phase 2 (Parties' Modified Version)" on behalf of the named entity.

EXECUTIVE COUNCIL OF HOMEOWNERS

OFFICE OF RATEPAYER ADVOCATES

By: \_\_\_\_\_  
Oliver Burford

By: \_\_\_\_\_  
Jason Zeller

PACIFIC GAS AND ELECTRIC COMPANY

UTILITY COST MANAGEMENT LLC,  
as Representative of Executive Council of Homeowners

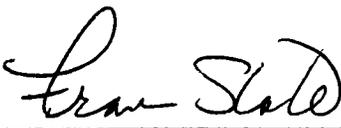
By: \_\_\_\_\_  
Gail L. Slocum

By: \_\_\_\_\_  
Paul Kerkorian

SPINNAKER COVE ASSOCIATION

SILK PURSE PROPERTIES

By: \_\_\_\_\_  
George Hidzick

By:  \_\_\_\_\_  
Fran Slate

POST INTERNATIONAL OWNERS ASSOCIATION, INC.

10 MILLER PLACE HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
David F. Lordon

By: \_\_\_\_\_  
Dennis D. D'Amore

Dated: ~~June~~ May 30, 2002

R.01-05-047 ALJ/CFT/hkr

The undersigned represent that they are authorized to sign this "Stipulation on Common Area Accounts in Baseline OIR Phase 2 (Parties' Modified Version)" on behalf of the named entity.

EXECUTIVE COUNCIL OF HOMEOWNERS

OFFICE OF RATEPAYER ADVOCATES

By: \_\_\_\_\_  
Oliver Burford

By: \_\_\_\_\_  
Jason Zeller

PACIFIC GAS AND ELECTRIC COMPANY

UTILITY COST MANAGEMENT LLC,  
as Representative of Executive Council of Homeowners

By: \_\_\_\_\_  
Gail L. Slocum

By: \_\_\_\_\_  
Paul Kerkorian

SPINNAKER COVE ASSOCIATION

SILK PURSE PROPERTIES

By: \_\_\_\_\_  
George Hidzick

By: \_\_\_\_\_  
Fran Slate

POST INTERNATIONAL OWNERS ASSOCIATION, INC.

10 MILLER PLACE HOMEOWNERS ASSOCIATION

By: David F. Lordon, President  
David F. Lordon

By: \_\_\_\_\_  
Dennis D. D'Amore

*JULY*  
Dated: ~~June~~ 11, 2002

R.01-05-047 ALJ/CFT/hkr

Jul 11 02 12:25p

Paul Kerkorian/UCM

(559) 261-9231

p.2

The undersigned represent that they are authorized to sign this "Stipulation on Common Area Accounts in Baseline OIR Phase 2 (Parties' Modified Version)" on behalf of the named entity.

EXECUTIVE COUNCIL OF HOMEOWNERS

OFFICE OF RATEPAYER ADVOCATES

By: \_\_\_\_\_  
Oliver Burford

By: \_\_\_\_\_  
Jason Zeller

PACIFIC GAS AND ELECTRIC COMPANY

UTILITY COST MANAGEMENT LLC,  
as Representative of Executive Council of Homeowners

By: \_\_\_\_\_  
Gail L. Slocum

By: \_\_\_\_\_  
Paul Kerkorian

SPINNAKER COVE ASSOCIATION

SILK PURSE PROPERTIES

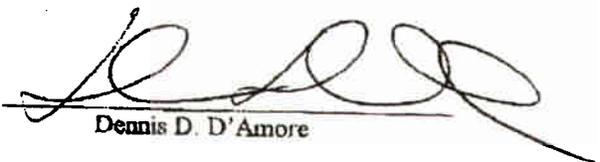
By: \_\_\_\_\_  
George Hidzick

By: \_\_\_\_\_  
Fran Slate

POST INTERNATIONAL OWNERS ASSOCIATION, INC.

10 MILLER PLACE HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
David F. Lordon

By:   
Dennis D. D'Amore

Dated: June 11, 2002

(END OF ATTACHMENT B)