

Schedule No. OFP
OPTIONAL FLEXIBLE PAYMENT

APPLICABLE

Service hereunder is applicable for any Residential customer or applicant who chooses to participate in the Utility's Flexible Payment program and who qualifies for service under either Schedule D-1, Domestic Service, or Schedule DM-1, Domestic Multi-family Service. Customers who qualify for postponement of service termination due to a health issue pursuant to NAC 704.370, Customers who require an in person termination notice pursuant to NAC 704.390, and those customers taking service under riders provided on Schedule NMR-A, Net Metering Rider-A; Schedule NMR-G, Net Metering Rider-G; Schedule NEM, NMR-405, Net Metering Rider-405; or Schedule SSR, Small Standby Rider, are excluded from participation at this time.

To participate in the Flexible Payment program the Customer or Applicant must meet the following requirements:

- (a) Have a remote connect and disconnect capable AMI electric meter (and AMI gas module if the Customer is also a customer receiving gas service from the Utility) and are being billed using remotely obtained AMI meter readings.
- (b) To enable program communications the Customer or Applicant must provide two channels of electronic communications. Initial options are: voice, email or, SMS/text. The Utility may add additional electronic communications channel options.
- (c) Have access to the internet.
- (d) Pay 75 percent of any delinquent bill balance owed by the Customer or Applicant.
- (e) Make an initial payment of \$50.00. The first payment must be made within two calendar days of initiating service. (Charges prior to receipt of this first payment will be recorded as a Usage Grace Period.)

Landlords are also excluded from participation. Customers where the Utility has identified evidence of tampering with the meter may be excluded from participation.

TERRITORY

Entire Nevada Service Area, as specified.

RATES

A monthly Flexible Payment Service Charge of \$2.50 will be charged in addition to the Basic Service Charge for service under this rate schedule. If the Customer has combination gas and electric services, the Utility shall only apply this charge once each month.

Service to separately metered single family dwellings will be charged the same rates as Schedule D-1, Domestic Service.

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<p>Issued: 11-21-17</p> <p>Effective: 11-21-17</p> <p>Advice No.: 577-E-R</p>	<p align="center">Issued By: Douglas A. Cannon Senior Vice President</p>	
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RATES (Continued)

Service to separately metered single family dwellings where such dwelling is a unit of a multi-unit complex will be charged the same rate as Schedule DM-1, Domestic Multi-family Service.

MINIMUM CHARGE

The minimum charge for service hereunder shall be the Basic Service Charge plus the Optional Flexible Payment Service Charge.

LATE CHARGE

Late charges are not applicable to service under this Schedule. See Special Condition 12.

SPECIAL CONDITIONS

1. **UEC.** The Universal Energy Charge (UEC), pursuant to NAC 702.150 through 702.450, will go to fund the Nevada fund for energy assistance and conservation. Under certain circumstances, Customers will be refunded amounts paid in excess of \$25,000 per calendar quarter. The Commission will administer the collection of the UEC, certify exemptions, and administer refunds. Exemptions are generally kWh sold to:
 - (a) Any governmental agency, including the State of Nevada and any political subdivision thereof, and
 - (b) Any Customer using electrolytic-manufacturing processes.

Except as provided above, all kWh sold are subject to the charge. The UEC is not subject to the charges applicable under the Special Supplementary Tariff.

2. **Initiating Service Under this Rate Schedule OFP.** Participation in this Schedule is voluntary and must be at the request of the Applicant or Customer.

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<p>Issued: 03-28-17</p> <p>Effective: 11-21-17</p> <p>Advice No.: 577-E</p>	<p style="text-align: center;">Issued By: Douglas A. Cannon Senior Vice President</p>	
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SPECIAL CONDITIONS (Continued)

3. **Communications.** Prior to taking service under this Schedule, an Applicant or Customer must provide two channels of communications. Initial options for channels of communications are: voice (automated message or notice), email, or SMS/text. The Utility may add additional electronic communications channel options. The Utility will communicate with the Customer via both channels of communications supplemented by its web portal. In the event that the two channels of communications designated by the Customer fail and are not reestablished or replaced by the Customer, the Customer may be removed from this Schedule OFP and transferred to Schedule D-1 or Schedule DM-1 as applicable. The Customer will then be required to meet all the requirements of the Schedule to which the Customer is transferred.

In addition, upon signing up for the Flexible Payment program or at any time thereafter, the Customer may designate a third party emergency contact, who shall be sent by the Utility a copy of the notifications two days and one day prior to termination that are required by Special Condition 16.

4. **Final Bill from Prior Rate Schedule.** If an active customer is transferring from another rate schedule, the final bill from that prior rate schedule after subtracting the amount of the Customer's deposit, if any, will be carried forward to Schedule OFP. If a balance remains to be paid, it will be included as a Usage Grace Period. If there is a credit balance, the credit will be added to the Flexible Payment account as a credit.

5. **Service Fees and Additional Charges.** The Customer is responsible for all telephone access fees and/or Internet service fees that may be assessed by the Customer's telephone and/or Internet service provider.

6. **Contact Information Changes.** It is the Customer's sole responsibility to ensure that the contact information given to the Utility is current and accurate.

7. **Transmittal of Information to Customers.** All information provided by the Utility to the Customer shall be transmitted by the Utility to the Customer utilizing the electronic communications channels selected by the customer in accordance with Special Condition 3, as supplemented by the Utility's web portal.

The Utility will make available a clear and concise explanation of its rate schedules that are applicable to the Customer by providing a link to the Utility's web portal or by transmitting by electronic means:

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SPECIAL CONDITIONS (Continued)

7. **Transmittal of Information to Customers.** (Continued)

- (a) At the time an Applicant makes application for service; and
- (b) Included with the next monthly statement provided to the Customer on the Utility's web portal after any change applicable to that Customer is made in a rate schedule, including any quarterly adjustments to its Base Tariff Energy Rate for quarterly adjustments to its Deferred Energy Accounting Adjustment in accordance with subsection 4 or 5 of NAC 704.118.

Communications from the Utility to the Customer will be made via the communication channels selected by the Customer and supplemented by the Utility's web portal. Basic communications will include payment acknowledgements, notices of intended termination, notice of termination, resumption of service, monthly statement availability, days of service remaining messages, energy conservation and efficiency messaging and other information required by statute, regulation or tariff.

The Utility, at the request of a Customer, will provide the Customer a clear and concise statement of the Customer's actual consumption of gas or electric energy for each billing or statement period during the prior year at the location where service is provided.

8. **Basis and Contents of Monthly Statements.** The Utility will provide each Customer a monthly statement of service on the Utility's web portal. A message will be provided to the Customer each month when the monthly statement is ready for review. Except as otherwise provided in Special Condition 11, each statement of service issued by the Utility will be based upon readings of the meter of the Customer. Each statement of service must include:

- (a) Flexible Payment Account balance carried forward from the previous period;
- (b) Usage Grace Period balance carried forward from the previous period;
- (c) The amount paid for service provided during the current period;
- (d) The Basic Service Charge;
- (e) The Optional Flexible Payment Service Charge;
- (f) The fuel adjustment cost and gas adjustment cost;
- (g) Any other authorized fee, charge, or tax;
- (h) Any unregulated charge;
- (i) Any charge to pay down a Usage Grace Period balance;
- (j) Flexible Payment Account balance carried forward to the next period;

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<p>Issued: 03-28-17</p> <p>Effective: 11-21-17</p> <p>Advice No.: 577-E</p>	<p>Issued By: Douglas A. Cannon Senior Vice President</p>	
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Schedule No. OFF
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(Continued)

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SPECIAL CONDITIONS (Continued)

8. Basis and Contents of Monthly Statements. (Continued)

- (k) Usage Grace Period balance due carried forward to the next period;
- (l) The meter readings for the first and last day of the statement period;
- (m) The quantity of gas or electric energy consumed;
- (n) The last date the meter was read for the statement;
- (o) The summary of the provisions of NAC 704.346 required by subsection 4 of that section; and
- (p) The telephone number at which a customer may obtain information concerning his or her statement or the service provided.

Monthly Statements will be provided by the Utility in lieu of Bills for Customers receiving service under this Schedule OFF.

9. Payment for Service. A Customer may pay for service:

- (a) By depositing payment in the form of a check or money order with the United States Postal Service, properly addressed and postage prepaid, for delivery by first-class mail to the appropriate address of the Utility;
- (b) By making payment to any person authorized by the Utility to accept payment using cash, a check, a money order, a credit card, a debit card, an electronic check or, electronic fund transfer such as authorized third party payment sites, kiosks, web sites, or telephone payment sites;
- (c) By making payment through a bank-by-phone system or payment terminal, or another system that allows for electronic fund transfers; or
- (d) By making payment through the utility's web site using an electronic check (ACH).

Pursuant to Schedule MC – Miscellaneous Charges, a fee will be charged for:

- (a) The return of an unpaid check.
- (b) Convenience fees assessed by third party vendors for kiosks, credit cards, debit cards and electronic checks (ACH).

Customers making in excess of four transactions in a calendar month will be subject to an additional transaction fee of \$0.75. This additional transaction fee only applies to cash and/or check payments made in excess of four payments per calendar month that are made at the Shop & Pay or kiosk locations. Payments made by credit or debit card or through any other payment channel will not be subject to this fee

The minimum payment shall be \$20.00.

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SPECIAL CONDITIONS (Continued)

10. **Flexible Payment Balance and Remaining Days of Flexible Payment Balance Calculation.** The Flexible Payment balance is the amount of credit remaining on the Customer's Flexible Payment account. The Flexible Payment balance changes daily and is calculated by subtracting the prepay decrement during the current billing day from the Flexible Payment balance on the previous day. A billing day is a 24-hour period.

The Flexible Payment decrement for a billing day is the sum of the following items:

- (a) Consumption in the previous 24 hours times the applicable rates;
- (b) Daily prorated Basic Service Charge;
- (c) Daily prorated Optional Flexible Payment Service Charge;
- (d) Applicable taxes and governmental assessments;
- (e) Returned check value and returned check fees;
- (f) Applicable adders/riders; and
- (g) Convenience fees.

The number of days estimated to be remaining of the Flexible Payment balance shall be computed based on the current Flexible Payment balance divided by the adjusted Flexible Payment decrements for the previous period adjusted to reflect seasonal load factors.

No interest shall be paid on a Flexible Payment balance.

11. **Estimated Usage.** If the Utility is unable to read the meter of a Customer on any day, it may compute the Flexible Payment balance based on estimated usage.

A Utility shall consider the following factors in calculating estimated usage:

- (a) The usage of the Customer during the same month of the preceding year;
- (b) Any change in temperature from the preceding month;
- (c) The usage during the preceding month; and
- (d) Seasonal load factors.

Estimated usage may be used to determine daily decrement to the Flexible Payment balance for no more than 10 consecutive days except under extraordinary circumstances.

A utility shall:

- (a) Adjust the estimated usage upon the first reading of a meter after an estimated reading.

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Issued: **03-28-17**

Effective: **11-21-17**

Advice No.: **577-E**

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Senior Vice President

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SPECIAL CONDITIONS (Continued)

12. **Usage Grace Periods and Amounts in Arrears.** a Usage Grace Period shall be provided by the Utility to a Customer when the Flexible Payment balance is zero, the Customer continues to take service and the Utility is prohibited from terminating the Service of the Customer pursuant to NAC 704.375 or by the requirements of this Schedule OFP. The Customer is responsible for paying the Utility for the full value of all Usage Grace Period provided by the Utility.

The Utility shall also provide Usage Grace Periods for the first two days of service after initial enrollment in the Flexible Payment program, for any final bill balance after subtracting the amount of an existing deposit, and for the balance of any past due payments after the customer has paid at least 75 percent of that past due balance.

If the amount of the Usage Grace Period balance is \$250 or less, 25% of each payment made will be applied to pay down the balance until a Usage Grace Periods balance is fully repaid. If the Usage Grace Period balance is greater than \$250, 50% of each payment will be applied to pay down the balance until it is \$250 or less, at which time, 25% of each payment will be applied to pay down the balance until the Usage Grace Period balance is fully repaid. If service to the Customer is terminated because of a zero prepay credit balance, the Customer must pay 50 percent of the Usage Grace Period balance plus at least \$20.00 to have service restored.

The Usage Grace Period shall become due and payable in full on the day the Customer ends service under this Schedule or on the date the Customer transfers service to another rate schedule.

Any unpaid Usage Grace Period will be subject to collection fees and other costs in the same amounts and in the same timeframes as assessed for delinquent accounts under other Schedules should the Customer not pay the amount due.

No late fees apply to Usage Grace Period provided to Customers unless service under this Schedule OFP is terminated by the Utility or ended by the Customer.

13. **Deposits.** The Utility shall not require a Customer to provide a Deposit as a condition of receiving service under this Schedule OFP. The Customer will be subject to the usual and customary deposit requirements of the Utility if the Customer discontinues taking service under this Schedule OFP and receives service under any rate schedule for which Deposits are applicable.

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SPECIAL CONDITIONS (Continued)

13. **Deposits.** (Continued).

The Customer's Deposit, if any, for Customers who are transferring service from another rate schedule to take service under this Schedule OFP shall first be used to pay down any final bill amounts, including past due balances, for which that Customer is responsible. The balance of the Deposit after final bill amounts, including past due balances, are subtracted, will then be transferred by the Utility to add to the credit balance in the Flexible Payment account for that Customer.

For a customer taking service under this Schedule OFP, Satisfactory Credit is established, maintained or reestablished upon the Customer maintaining a positive balance in the Customers' Flexible Payment balance over a 12 month period, provided that the customer does not incur more than three terminations of service during that period.

14. **Adjustments When Bill is Inaccurate.** If the customer has been overcharged a credit would be applied to the customer's Flexible Payment balance no later than ten days after the amount of the overcharge has been identified. If the customer has been undercharged, the amount due will be added to the Usage Grace Period provided to the customer within 30 days of the time that the amount of the undercharge has been identified.

15. **Termination of Service: Prior Notice.** The Utility may terminate electric service to a Customer without the consent of a Customer, except as otherwise provided in NAC 704.375, after adequate notice has been given pursuant to any of the following reasons:

- (a) Flexible Payment balance is zero,
- (b) Violation of any rule of the utility, or
- (c) Nonpayment of a delinquent bill.

The Utility may also terminate service:

- (a) At the new location of the Customer for the failure to pay a delinquent bill for residential service which the customer received at a previous location; or
- (b) If the Customer receives residential service at more than one location, at any of the locations for the failure to pay a delinquent bill at any location.

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SPECIAL CONDITIONS (Continued)

16. **Termination of Service: Provision of Notice.** If the Utility has a reason for the termination of service and intends to terminate service, the Utility shall in every case send an electronic notice of its intended action to terminate service to the Customer at least two days before it carries out the action.

If the Utility does not receive a payment from the Customer sufficient to increase the Customer's days remaining balance to greater than two days, the Utility will send a second notice the day before the date of the intended termination.

Both notices shall be communicated to the Customer by electronic notice sent via the communications channels selected by the Customer to the most recent electronic and voice addresses provided to the Utility by the Customer. If the Customer has previously designated a third party emergency contact, the Utility will send both notices to the third party emergency contact.

Service of the initial and second notices shall be deemed complete on the date that the notices are sent to the most recent electronic or voice address provided to the Utility by the Customer.

The initial notice and any second notice of an intended Termination of Service must contain in plain language the information listed in paragraphs (a) through (d):

- (a) The address of the location where service will be terminated.
- (b) The date on or after which the intended termination will occur.
- (c) The reason for the intended termination.
- (d) The source for additional information and assistance.

The initial and second notice of intended termination shall state that additional resource information regarding the termination of service is provided on the Utility's web portal. The additional information shall include:

- (a) The procedures which are available to dispute or appeal the intended termination, specifying the address and telephone number of the Utility's office that is responsible for handling complaints or inquiries.
- (b) A statement that the Utility will promptly investigate any complaint or dispute and give the customer its written decision on the matter.
- (c) A statement that if the Customer wishes to dispute any fact or interpretation of a regulation or tariff relied upon by the Utility in its decision to terminate service, the Customer must communicate with the Division of Consumer Complaint Resolution of the Commission. The statement must include the mailing address, telephone number and toll-free telephone number of the Division.

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SPECIAL CONDITIONS (Continued)

16. **Termination of Service: Provision of Notice.** (Continued)

- (d) A statement that service will not be terminated before a resolution of the dispute if the Customer pays the minimum required payment to create a positive Flexible Payment balance at the time the dispute arises and maintains a positive Flexible Payment balance.
- (e) A list of the names, addresses and telephone numbers of at least two governmental agencies or other organizations that have notified the Utility that they will assist Customers in paying their utility bills.
- (f) An explanation of the restrictions on the Termination as set forth in NAC 704.370.
- (g) A statement that the Customer should notify the Utility immediately if any member of the Customer's household requires the continuing use of electric appliances to maintain that member's essential health. The statement required by this paragraph must advise the Customer that the Customer may obtain a postponement of the Termination of Service pursuant to NAC 704.370, Termination of Service: Postponement when dangerous to health. The Customer must also be advised they will no longer qualify for service under this Schedule and would be transferred to Schedule D-1 or Schedule DM-1 if termination is postponed due to a danger to health condition.
- (h) An explanation of the Utility's fee schedule and procedures for reconnecting service.

If the Utility provides the Customer with an initial notice or a second notice of an intended Termination of Service and the Customer or another adult resident of the Customer's household initiates communications orally with the Utility concerning the notice, the Utility shall explain to the Customer or other adult resident each item of information which is included or referenced in the notice.

Should the Customer not make a payment to prevent the Customer's Flexible Payment balance from dropping to a zero balance or remaining at a zero balance after being sent a second notice, the Utility may terminate service to the Customer on the day the balance drops to zero or any following day that the account balance remains at zero and that complies with the termination of service restrictions delineated in Special Condition 16.

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<p>Issued: 03-28-17 Effective: 11-21-17 Advice No.: 577-E</p>	<p align="center">Issued By: Douglas A. Cannon Senior Vice President</p>	
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SPECIAL CONDITIONS (Continued)

16. **Termination of Service: Provision of Notice.** (Continued)

In the event that the two channels of communications designated by the Customer fail and are not reestablished or replaced by the Customer and the Utility has determined there is a reason for the termination of service and intends to terminate service in two days, the Utility shall revert to written notices until one or both of the communications channels is restored by the Customer.

The Utility must delay the termination of service such that the first written notice is sent to the customer at least 10 days in advance of the day if its intended action. If the Utility receives no response to the first written notice it shall send a second written notice at least 5 days before it terminates service. A notice is considered sent to the customers on the day it is deposited with the United States Postal service, properly addressed and postage paid for delivery by first class mail to the Customer's last known address. The cost of any service provided to the Customer after the Customer has allowed the Flexible Payment account balance to drop to zero shall be provided by the Utility as a Usage Grace Period.

If a Customer fails to maintain the required two channels of communications such that the Utility must send written notices more than twice in any 12 month period it is grounds for disqualification for service under Schedule OFP and the Utility may transfer the Customer to Schedule D-1 or Schedule DM-1 as applicable. The Customer would then not be eligible to take service under Schedule OFP for a period of 12 months.

17. **Termination of Service: Miscellaneous restrictions.** The Utility may only terminate service Monday through Thursday excluding holidays and the day before a holiday between the hours of 7:30 AM and 12:30 PM. The Utility shall comply with the termination of service restrictions included in NAC 704.375 except for Section 4 which requires that the amount owed by a customer must exceed \$100 before service can be terminated.

18. **Resumption of Service.** A utility shall resume service to a customer if:

- (a) The Customer has paid 50 percent of any outstanding Usage Grace Period balance plus a minimum of \$20.00 to restore a positive Flexible Payment account credit balance or;
- (b) The Customer has complied with the requirements of the Utility set forth in its tariff

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SPECIAL CONDITIONS (Continued)

18. **Resumption of Service.** (Continued)

- (c) Upon the order of any court of competent jurisdiction or the Commission; or
- (d) If the Customer provides a statement that conforms to the requirements described in paragraph (a) of subsection 1 of NAC 704.370, Termination of Service: Postponement when dangerous to health. The Customer would then no longer qualify for service under this Schedule and would be transferred to Schedule D-1 or Schedule DM-1, as applicable and would be required to meet all of the requirements of the Schedule to which the Customer is transferred.

The remote reconnection charge listed in Schedule MC – Miscellaneous Charges does not apply to reconnections under this Schedule OFP.

If the Utility terminates service of the Customer because of a zero prepay balance and the Customer or another person or entity on behalf of the Customer subsequently pays the Utility an amount that is sufficient to resume service, the Utility shall resume service:

- (a) On the same day that the payment is received by the electric utility, if the payment is received by the Utility on or before 2 PM; or
- (b) Within 24 hours, if the payment is received by the electric Utility after 2 PM.

19. **Transfer to Other Rate Schedule.** The Customer will remain on Schedule OFP until the Customer requests to be moved to another rate schedule or discontinues taking service from the Utility. The Customer may transfer to another rate schedule at any time. There is no minimum period of time during which the Customer is required to remain on Schedule OFP. Customers who transfer from this Schedule OFP to another rate schedule will be responsible to meet applicable Credit and Deposit requirements that apply to the other rate schedule. Any Usage Grace Period will become due and payable upon transfer from this Schedule OFP.

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20. **Programs Not Available.** The following programs are not compatible with Schedule OFP and are therefore not available for Customers receiving service under Schedule OFP:

- (a) Bank draft (Scheduled payments);
- (b) Equal Payment Plan;
- (c) Selected Due Date; and
- (d) Any other programs that are not supported by the Flexible Payment program.

21. **Consumer Protections.** This Schedule is an optional program. The notification and communication features contained herein are in many respects superior to those required by the current Consumer Bill of Rights (NAC 704.302 to NAC 704.390). As provided by NAC 704.321 the utility considers the consumer protections contained in this Schedule more favorable to customers than those provided by NAC 704.302 to NAC 704.390.

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Issued: **03-28-17**

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