

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 1
SIOUX FALLS 34th3rd Revised Sheet No. 1
SOUTH DAKOTA Canceling 33rd2nd Revised Sheet No. 1

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NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY	Section No. 1
SIOUX FALLS	121th Revised Sheet No. 2
SOUTH DAKOTA	Canceling 110th Revised Sheet No. 2

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NorthWestern Energy
SIOUX FALLS
SOUTH DAKOTA

Section No. 3
~~3rd~~^{2nd} Revised Sheet No. 4.4
Canceling ~~2nd~~^{1st} Revised Sheet No. 4.4

(TARIFF SHEET CANCELLED)

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~~CLASS OF SERVICE: Commercial and Industrial~~ ~~Rate No. 85FAM~~
~~RATE DESIGNATION: Interruptible Sales Service~~

~~1. Applicability~~

~~This rate is available to former City of Freeman customer AMPI.~~

~~2. Territory~~

~~The territory is limited to the city of Freeman and surrounding area previously served by the municipal system.~~

~~3. Rates~~

~~Monthly Charges:~~

~~Customer Charge per Meter: \$ 300.00~~

~~Non-Gas Commodity Charge:~~

~~All Therms, per therm \$ 0.1325~~

~~Minimum Monthly Bill: \$ 300.00~~

~~Adjustment Clauses:~~

~~a. Adjustment Clause shall apply. (Sheet Nos. 9, 9a, 9b)~~

~~b. Tax Adjustment Clause shall apply. (Sheet No. 10)~~

~~c. BTU Adjustment Clause shall apply. (Sheet Nos. 12, 12a)~~

~~4. Other Provisions~~

~~Service will be furnished under the Company's General Terms and Conditions.~~

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY **Section No. 3**
SIOUX FALLS 110th Revised **Sheet No.**
6.1
SOUTH DAKOTA **Canceling 109th Revised** **Sheet No. 6.1**

CLASS OF SERVICE: Gas Transportation Tariffs **Rate No. 87**
RATE DESIGNATION: Transportation Service

1. Applicability and Character of Service

This Transportation Service Tariff shall apply to gas purchased by Customer from a third-party supplier, or through an agency relationship with the Company, delivered to Company's system by an interstate pipeline, and received, transported, and delivered, on a firm basis, by Company to Customer's premises, when the Company and Customer have executed a Service Request Form.

2. Availability

This service is available to any Customer with facilities served by the Company in South Dakota who has Company installed telemetric equipment in place to monitor daily usage. Company shall have no obligation to provide gas supplies to customers. ~~that contract for this service without also contracting for Firm Supply Standby Service or other optional firm supply services that may be offered. In the event that a Customer seeks to purchase gas supplies from Company, such sales shall be at the sole discretion of Company.~~

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3. Rates

Customer may choose the rate option which best fits the customer's needs.

<u>Monthly Charges:</u>	<u>Option A</u>	<u>Option B</u>
<i>Customer Charge</i> per Meter:	\$150.00	\$350.00
<i>Commodity Charge</i> , all use, per therm:	\$0.0662	\$0.0335

NBPL Milbank Line Contract demand rate, per therm \$1.08*

NBPL Milbank Line Firm Transport Only Credit, per therm of Contract demand (\$0.28)

* \$1.08 per therm of contract demand rate assumes delivery at Ortonville tap (milepost 54.6). Rate for deliveries at points upstream will be adjusted as follows: Mileage at selected delivery point divided by 54.6 times \$1.08.

Where a NBPL Milbank Line Customer transports volumes in excess of contract demand, all such additional transport volumes, will be assessed \$0.017 per therm per day.

Fuel Retention, a Customer or Group Customer, if applicable, shall have the option to choose either an indexed based or inkind method to apply retention, as provided in the Gas Transportation General Terms and Conditions in Section No. 5 of this tariff.

One-Time Charges:

Application Charge: \$50.00 with each request for service.

Telemetry: Standard cost of telemetry, installation and hardware, including appropriate tax gross-up. Standard costs shall reflect actual

costs and customers will be charged on a nondiscriminatory basis.

Minimum Monthly Bill: The Customer Charge

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 3
SIOUX FALLS 2nd~~1st~~st Revised Sheet No.
6.3A
SOUTH DAKOTA Canceling 1st Revised~~Original~~ Sheet No.
6.3A

CLASS OF SERVICE: Gas Transportation Tariffs Rate No. 87
RATE DESIGNATION: Customer Balancing

(Con't.)

- (c) Long Critical Day – The Customer is permitted to incur a Daily Positive Imbalance up to and including five percent (5%) and is permitted to incur an unlimited Negative Imbalance.
- (d) Operational Flow Order (OFO) – Company may call an OFO on a specific customer, multiple customers, or a Group Customer in order to limit critical day parameters to as small a segment of customers as possible. This customer or group will be subject to the same balancing parameters imposed on a Critical Day as outlined above.
- (e) In addition to the rules listed in this section, the imbalance cash out rules from Section 3, Sheet No. 6.4a apply.

Company Obligation - The Company is obligated to supply daily ~~volumes~~meter readings to the Customer, their agent or supplier. If the Customer requests, the Company will supply meter reads that support the daily volumes. In addition, the Company has the obligation to provide applicable factors as are necessary to compute the Customer’s usage.

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a/ NORTHWESTERN ENERGY Section No. 3
SIOUX FALLS 2nd^{1st} Revised Sheet No. 6.5A
SOUTH DAKOTA ~~Canceling 1st Revised~~ Original Sheet
No. 6.5A

CLASS OF SERVICE: Gas Transportation Tariffs Rate No. 87
RATE DESIGNATION: Customer Balancing

(Cont.)

- (c) Revenue Sharing – Over/Under Delivery Charges for Imbalances shall be credited to the sales customers via the Purchased Gas Cost Adjustment filing.
- (d) Waiver of Penalties – Regardless of Customer circumstances, the Company will not waive interstate pipeline imbalance charges that are incurred due to a customer imbalance. However, in the event of unanticipated, non-recurring conditions experienced by the Customer with their natural gas fueled equipment where the Customer as a result of problems with its natural gas fueled equipment was unable to use all quantities of gas confirmed for delivery (excluding changes in production levels by the Customer), or other extraneous circumstances beyond the customer’s control, the Company may, at its discretion, waive its daily imbalance charges for the gas day the condition initially occurred, if the imbalance results in no detriment to other NorthWestern customers.

Any imbalance charge paid by the Customer or waived by the Company shall not be construed as giving the Customer the right to continue to create an imbalance on the system.

4. Optional Daily Balancing Service (DBS):

- (a) Description - A Customer or Group Customer shall have the option to choose a Daily Balancing Service ("DBS"). ~~This balancing service is not available to customers on critical or OFO days. This balancing service is available on critical days. The balancing service available on critical days will be limited by the percentage available on the applicable interstate pipeline, as published on the pipeline’s bulletin board notice. The percentage available will mirror the applicable interstate pipeline’s percentage per the pipeline bulletin board notice.~~ This is a delivery point service providing balancing tolerance, on a reasonable efforts basis, above or below the Customer's Receipts without the incurrence of Daily Over/Under Delivery Charges. This service is available on a monthly basis. The Customer must notify the Company of its DBS quantity coincident with reporting gas nominations for the first day of the month. If a Customer also elects to enter a Group Balancing arrangement, the Customer's DBS quantity becomes available for use by the Group Customer. DBS does not affect the monthly Cash-Out of Imbalances.

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 3
SIOUX FALLS 1st Revised~~Original~~ Sheet No.

6.9

SOUTH DAKOTA

Canceling Original Sheet No.

6.9

~~CLASS OF SERVICE: Gas Transportation Tariffs~~ ~~Rate No. 87~~

~~RATE DESIGNATION: Standby Service Options~~

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~~In addition to the other services provided under transportation service, the Company also offers several standby service options. Under these service options the Company agrees to standby, on the terms set forth below, to provide gas supply to the Customer if the Customer is unable to secure all or a portion of the gas supply that the Company has agreed to transport.~~

~~1. Firm Supply Standby Service (FSS):~~

~~(a) Description—A Customer may elect to receive Firm Supply Standby Service to assure continued gas service when their own gas supply is interrupted. The Customer will be permitted to contract for daily delivery capacity under this standby option. This service is available for an annual period.~~

~~(b) Rates—The Gas Demand and Commodity Charge is shown on Sheet No. 9b.~~

~~(b) Adjustment of Gas Cost—In connection with the Company's Purchased Gas Cost Adjustment, the Company will credit overall gas cost based on rates charged in section (b) above. The Company will provide this information under a separate section of the PGA filing.~~

~~2. Standby Supply Service (SSS):~~

~~(a) Availability—This service is a market based alternative supply service which is available on a reasonable efforts basis to transportation Customers desiring to purchase supply from the Company. This service shall be available to transportation Customers who have lost their source of supply due to an emergency, but shall be available, at Company's discretion, under any other circumstances. Alternative supply may include pipeline authorize overrun service, storage inventories, LNG inventories, LP inventories, or any other supply which may be available from time to time on a reasonable efforts basis in the sole discretion of the Company. This service is only available to Customers who have Company installed telemetric equipment to monitor daily usage. The cost of the telemetric equipment shall be paid by the Customer and shall be equal to the standard cost of the meter, installation and hardware, including tax gross up, where appropriate.~~

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY **Section No. 3**
SIOUX FALLS 3rd~~2nd~~ Revised **Sheet No. 6.10**
SOUTH DAKOTA **Canceling** 2nd~~1st~~ Revised **Sheet No. 6.10**

~~**CLASS OF SERVICE: Gas Transportation Tariffs** **Rate No. 87**~~
~~**RATE DESIGNATION: Standby Service Options**~~

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~~(b) **Rates**—The rate for this service shall be the Company's quoted rate for the type of supply provided. In addition to these charges, the quoted rate for the service shall include the commodity charge under the applicable rate schedule.~~

~~(c) **Adjustment of Gas Cost**—In connection with the Company's Adjustment Clause, the Company will credit overall gas cost based on rates charged in section (b) above. The Company will provide this information under a separate section of the Adjustment Clause filing.~~

~~(c) **Billing**—Customer Billing for this service will be based on the amount nominated or Receipts. If actual usage exceeds nominations, the customer will be responsible for the actual volumes taken, plus any additional costs incurred by the Company, such as overrun charges on the deficient volumes. If actual usage is below nominations, the customer will be allowed to use the surplus volumes per the balancing provisions described subsequently in this tariff. For Billing purposes only, the gas delivered under this service shall be considered "first through the meter".~~

~~(e) **Customer's Balancing Obligation**~~

~~i) **Transportation Customers** will be subject to the balancing provisions applicable to their gas transportation service including DBS levels purchased.~~

~~ii) **Customer** shall have the obligation to Balance, on a daily basis, Receipts and Deliveries of gas made under this tariff by the Company. Differences between Receipts and Deliveries shall be accumulated and recorded in a Customer account. The Customer shall manage Receipts and Deliveries so that the account balance shall be kept as near to zero as practicable.~~

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 3
SIOUX FALLS 3rd~~2nd~~ Revised Sheet No.13.1
SOUTH DAKOTA Canceling 2nd Revised~~1st Sub. 1st Rev.~~ Sheet No. 13.1

~~(TARIFF SHEET CANCELLED)~~

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~~CLASS OF SERVICE: Temporary Retention Service Rate No. TRS
Rider (TRS)~~

~~1. Applicability~~

~~— This rider is available to all interruptible customers who have requirements in excess of 1999 therms per day and have alternate fuel capability. Service pursuant to the rider is subject to having an executed Temporary Retention Service Agreement (“TRS Agreement”) with the Company.~~

~~2. Customer Contract Obligations~~

~~— Qualifying customers must sign a TRS Agreement to purchase natural gas from the Company to satisfy the customer’s energy requirements as specified in the TRS Agreement. The term of the TRS Agreement shall be negotiable between the parties provided such term will not exceed a 60 day period. The Company shall submit a copy of each executed TRS Agreement to the South Dakota Public Utilities Commission. The terms of the TRS Agreement shall become effective ten (10) days after submission of the TRS Agreement to the Commission unless rejected or otherwise suspended by action of the Commission.~~

~~3. Territory~~

~~— The area served with natural gas by the Company in South Dakota.~~

~~4. Rate~~

~~— The commodity rate shall be the mutually agreed upon rate specified in the TRS Agreement.~~

~~— Negotiated TRS rates shall affect commodity rates only. Customers receiving service pursuant to firm or joint firm and interruptible rate schedules shall continue to pay applicable demand charges. All provisions of the Company’s filed tariff shall be applicable to customers taking service pursuant to this rider except that commodity rates shall be as negotiated by the parties and as specified within the TRS Agreement.~~

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY **Section No. 5**
SIOUX FALLS 3rd~~2~~nd Revised **Sheet No. 6.5**
SOUTH DAKOTA **Canceling** 2nd~~1~~st Revised **Sheet No. 6.5**

CLASS OF SERVICE: Gas Transportation Tariffs
RATE DESIGNATION: General Terms and Conditions
(Con't)

- (b) Confirmation: The Company will begin verification of scheduled flow/confirmation upon receipt of nominations from the Customer. Company will confirm the lesser of 1) the confirmed pipeline volumes, or 2) the nomination into the Company's distribution system.
- (c) Nomination Process: All parties should support a seven-days-a-week, twenty-four-hours-a-day nomination process. Party contacts need not be at their ordinary work sites but should be available by telephone or pager.
- (d) Daily: Customers, or their agent, shall notify the Company's representative by 9:00 a.m. CCT, by mutually acceptable method, of a Daily Nomination or a desired change, if any, to its requested quantity of transportation gas for the gas Day commencing at 9:00 a.m. CCT or for following gas Days. Nomination of Delivery and Receipt Point shall be limited to those specified in the Service Request Form.
- (e) Critical Day and/or OFO: When curtailment/interruption/OFO is called, the Company shall attempt to notify the Customer by 3:30 p.m. CCT, prior to the beginning of the gas day, or as necessary to maintain the integrity of the system, of the receipt and delivery conditions applicable to Customer's Gas Transportation Service during the next gas day commencing at 9:00 a.m. CCT. Such notification shall include all necessary information known at the time, such as curtailment or interruption conditions, and allowable balancing adjustments, ~~deliveries under standby service, the estimated Supply Standby price, etc.~~ The Company shall also notify the Customer once the curtailment/interruption conditions have changed. Similar to the provisions of the Late Nominations section below, the Company may allow for reduced Critical Day/OFO nomination requirements. T
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- ~~(f) Firm Supply Standby Service: Customer or its agent, shall notify the Company's representative by at least 4:00 p.m. CCT prior to the end of the gas day of its requested quantity of Firm Supply Standby service gas to be delivered by Company at the Delivery Point. D~~
- ~~(e) Standby Supply Service: Customer, or its agent, shall notify the Company's representative according to normal Daily Nomination procedures of its requested quantity of Standby Supply service gas to be delivered by Company at the Delivery Point.~~

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY Section No. 6
SIOUX FALLS ~~2nd1st Revised~~ Sheet No.9.4
SOUTH DAKOTA Canceling ~~1st RevisedOriginal~~ Sheet No.9.4

Fixed Price Gas Contract for Purchase and Delivery of Natural Gas to _____

1. Agreement and Service:

This Agreement is made and entered this ____ day of _____, to be effective _____ by and between NorthWestern Energy, a division of NorthWestern Corporation, a South Dakota corporation, hereinafter referred to as "Seller", and _____, hereinafter referred to as (Buyer). Seller will provide a natural gas supply and management service providing for the purchase and delivery of fixed price natural gas volumes as agreed to by Buyer.

2. Quantity of Natural Gas:

Seller will agree to sell and tender natural gas at the existing interconnection between the facilities of NorthWestern Energy ("NWE") and the ~~buyer~~ buyer, ~~located near _____, South Dakota.~~ Buyer agrees to purchase and receive at this point from Seller, natural gas supplies. Buyer elects to purchase fixed a-base load gas quantity ("BLGQ") per month from Seller for the months of November – April. The monthly volume commitment is based on the customer's average consumption over the previous three years, as shown on Appendix A. The BLGQ is a fixed commitment, and the level of BLGQ is based on the customer's last 3-year average of consumption. Adjustments will be allowed for material changes in the nature of the customers business. Seller will provide ~~a~~-swing load gas quantity (~~SLGQ~~) service, for actual gas usage above or below the base load quantity. All gas purchases for the months May 1 – October 31 will be priced at the monthly Ventura/Demarcation index price.

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3. Price - Gas Supply:

a. ~~Commodity Charge Price~~ The ~~BLGQ~~ fixed rate is established at _____ including the gross up for applicable fuel rates for all pipeline and distribution systems utilized in delivery of Buyer's supply. Purchases for consumption beyond the contracted average will be available at this price as well. A true-up for the variance in price will be applied to all Rate 86 customers as stated in b. below.

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b. Rate 86 True-Up Charge / Credit– The monthly over/under recovery of gas costs from the group of rate 86 customers will be tracked on a monthly basis. The customer's pro-rata share will be credited/charged annually on the July billing and will be shown as a separate line item. ~~Any~~ customer leaving the Rate 86 customer group will need to make arrangements to recover their share of the balance upon leaving the rate group, as stated in the Rate 86 tariff.

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4. Term:

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The term of this Agreement will be from _____ and will expire _____

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5. Terms of Payment

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Bills are due upon receipt and are delinquent per general terms and conditions of NorthWestern's Natural Gas Tariff.

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SIOUX FALLS 2nd^{1st} Revised Sheet No. 9.5
SOUTH DAKOTA Canceling 1st Revised Original Sheet
No. 9.5

~~4. Term:~~

~~The term of this Agreement will be from _____ and will expire _____~~

~~5. Terms of Payment~~

~~Bills are due and payable upon receipt and will be delinquent if not paid by the 20th day after billing. A late payment charge of 1% of the unpaid balance plus a collection fee of \$2.00 will be assessed against any delinquent account having an unpaid balance of \$5.00 or more at the time of processing of the next monthly bill. Where a customer has been disconnected for non-payment of a bill, a reconnection charge will be assessed in accordance with the Company's concurrent connection policy.~~

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APPENDIX A

Original Dated

Gas Management Service Agreement for Purchase and Delivery of Natural Gas between NorthWestern Energy ("seller") and to Customer, Inc. ("Buyer")

Seller and Buyer agree to the following ~~BLGQ~~ volumes:

~~Monthly BLGQ Terms~~

Month	Year 1 Volume	Year 2 Volume	Year 3 Volume	Average Therms	Volume
October **					
November					
December					
January					
February					
March					
April					

~~* BLGQ can be adjusted with a five-business day notice prior to the month of use.~~
~~** October Contracts are allowed for grain dryers only.~~

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Buyer: _____ Seller: Northwestern Energy
By: _____ By: _____
Title: _____ Title: _____

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