BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o

IN THE MATTER OF THE FILING BY NORTHWESTERN CORPORATION dba NORTHWESTERN ENERGY FOR APPROVAL OF A CONTRACT WITH DEVIATIONS WITH VALLEY QUEEN CHEESE FACTORY, INC. .	:	NG 23-015 VALLEY QUEEN CHEESE FACTORY , INC.'S MOTION TO REOPEN THE DOCKET

o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o

For its Motion to Reopen this Docket, Valley Queen Cheese Factory, Inc. states as follows:

The Parties

1. Valley Queen Cheese Factory, Inc. (Valley Queen), is a South Dakota corporation with its principal place of business in Milbank, South Dakota, where it makes and distributes cheese and dairy products. Valley Queen's business address is 201 South Dakota Street, Milbank, SD 57252, and its telephone number is (605) 432-4563.

2. Valley Queen recently completed a major expansion project to increase its processing capacity by 50%. The expansion was operational as of January 1, 2025. The expansion created 140 new jobs, which increased Valley Queen's employee count from 300 to 440, as of January 1, 2025. The expansion creates annually over $1 billion of economic impact within 80 miles of Milbank.

3. NorthWestern Corporation, dba NorthWestern Energy (NorthWestern) is a Delaware corporation with its principal place of business at 3010 West 69th Street in Sioux Falls, South Dakota. NorthWestern provides transportation services for natural gas to Valley Queen's facility in Milbank.

4. NorthWestern is the only public utility that transports natural gas to Milbank and specifically to Valley Queen.

5. NorthWestern is a public utility as defined in SDCL Ch. 49-34A and is regulated by the South Dakota Public Utilities Commission.

6. NorthWestern transports natural gas to Valley Queen's facility pursuant to the terms of its Natural Gas Tariff as approved by the Commission. NorthWestern must file its Natural Gas Tariff and schedules with the Commission pursuant to SDCL § 49-34A-10 and ARSD 20:10:13:02.

The 2018 Agreement for Firm Service

7. On April 25, 2018, NorthWestern sought Commission approval of revisions to its Natural Gas Tariff, to be effective June 1, 2018, so that it could provide additional natural gas to Valley Queen to serve its then-expanding facility. NorthWestern's request for approval was docketed as NG 18-008. More specifically, NorthWestern sought approval of an Amended and Restated Natural Gas Transportation Agreement dated April 11, 2018 (the Firm Agreement), under which NorthWestern agreed to provide Valley Queen a maximum daily quantity of natural gas of 1,450 MMBtu (the Maximum Daily Quantity).

8. The Firm Agreement is for firm service of 72.5 MMBtu per hour up to 1,450 MMBtu per day, meaning that NorthWestern is obligated to provide that quantity of transportation service.

9. Under the Firm Agreement, Valley Queen agreed to purchase a minimum annual obligation of 113,684 MMBtu of transportation service.

10. Valley Queen's average annual transported gas volumes increased under the Firm Agreement from 250,316 MMBtu to 415,094 MMBtu.

11. In Docket NG 18-008, the Commission approved the Firm Agreement as a Contract with Deviations and Tariff Revisions by order dated June 1, 2018, and the Firm Agreement was effective that date.

The 2023 Agreement for Interruptible Service

12. In 2023, NorthWestern and Valley Queen negotiated the terms of a new service agreement because Valley Queen needed additional transportation service capacity for its forthcoming facility expansion as described in paragraph 2 of this filing.

13. The parties agreed that NorthWestern would meet Valley Queen's additional capacity needs through interruptible, rather than firm, service.

14. On August 18, 2023, NorthWestern sought approval of tariff revisions through a new contract with deviations. More specifically, NorthWestern sought approval of an Interruptible Transportation Services Agreement to be effective August 1, 2023 ("the Interruptible Agreement"). NorthWestern's request for approval was docketed as NG 23-015.

15. Under the terms of the Interruptible Agreement, the parties agreed that Valley Queen sought to "increase its transportation service capacity at its Facility in an amount above the firm capacity of 72.5 MMBtu per hour up to 1,450 MMBtu per day." (Interruptible Agreement at p. 1 of 11.) The parties further agreed that Valley Queen "desires additional transportation capacity of 131,250 MMBtu for the Facility on an interruptible basis annually for each of the first three years after the Commencement Date . . . and 175,000 MMBtu annually each year thereafter." (*Id.* ¶ 4.1.1.)

16. Based on these volumes, Valley Queen agreed to "transport a total minimum volume of gas in the amount of 2,493,750 MMBtu during the Term of this Agreement." (*Id.* ¶ 4.1.2.) If Valley Queen fails to transport the minimum annual obligation, then it must pay

NorthWestern "the difference between the actual MMBtu of gas delivered during the applicable contract year in excess of the Base Use . . . and the Minimum Annual Obligation times the applicable Tariff rate, as set forth in Section 2." (*Id.* ¶ 4.1.3.)

17. The term of the Interruptible Agreement is 15 years after its commencement date. (*Id.* ¶ 5.1.)

18. The Interruptible Agreement provides for "Capacity Interruption" as follows:

> *The improvements to the Milbank Distribution System will be designed to maintain the same pressure and flow capability established prior to the installation of the Interruptible Facilities.* The pressure and flow capability of the Milbank Distribution System and the surrounding gas systems will be monitored by control sensors. Customer understands and agrees that a control valve located on the Interruptible Facilities will automatically curtail the Interruptible Service to the Facility *if the control sensors sense a drop in pressure or flow capability* to the Milbank Distribution System or to the surrounding gas systems. The Interruptible Service may also be curtailed in accordance with the terms of Tariff. Customer understands and agrees the Interruptible Service will only be available when adequate capacity exists on the Milbank Distribution System, and no amount of capacity is guaranteed.

(*Id.* ¶ 3.3 (emphasis added).)

19. The Commission approved the Interruptible Agreement by order dated September 26, 2023, with an effective date of October 1, 2023.

20. The Interruptible Agreement does not amend, modify, or change the duties and responsibilities of the parties under the Firm Agreement. (*Id.* ¶ 7.7.)

Valley Queen's Expectations for the Interruptible Agreement

21. Before entering the order approving the Interruptible Agreement, the parties appeared at a Commission meeting on September 22, 2023, at which the Commission considered NorthWestern's request. Valley Queen represented to the Commission at the meeting that the terms of the Interruptible Agreement were acceptable.

22. Valley Queen's representation to the Commission was based in part on information that NorthWestern had provided to the Commission in response to Staff data requests. In particular, NorthWestern told the Commission that there were *no curtailments* for interruptible customers since 2018. NorthWestern also estimated that 9% of the time, there was a risk to Valley Queen of partial or total curtailment. NorthWestern provided a historical chart indicating that curtailment was more likely to occur during the onset of the winter heating season. A copy of the chart is on page 2 of the data response attached as Exhibit A.

23. Valley Queen's representation to the Commission was also based on NorthWestern's agreement to provide it with information about its system operations and notice that would be provided to Valley Queen so that Valley Queen could anticipate interruptions in service and plan its manufacturing operations, which operate 24 hours per day, 7 days per week, accordingly. As of the Commission meeting on September 22, 2023, Valley Queen had not been provided specific information about how NorthWestern's system operations would work, the mechanics and specifics of how NorthWestern would operate the control valve referred to in the Interruptible Agreement, or specific information about how NorthWestern would communicate curtailments in advance to Valley Queen. NorthWestern and Valley Queen agreed that NorthWestern would timely provide this information to Valley Queen before full implementation of the Interruptible Agreement upon completion of its construction of the new interruptible facilities by December 31, 2024.

24. Valley Queen's representation to the Commission was also based on its understanding that the Interruptible Agreement would allow it to receive delivery of greater, not lesser, quantities of natural gas.

25. Finally, Valley Queen's representation to the Commission was based on the express terms of the Interruptible Agreement that it would not amend NorthWestern's obligations to provide firm service under the Firm Agreement.

NorthWestern's Failure to Provide Information

26. Later in the day after the Commission meeting on September 22, 2023, at which the Interruptible Agreement was approved, Valley Queen sent an email to NorthWestern requesting further information the receipt of which was a condition for Valley Queen's consent to the Interruptible Agreement. More specifically, Valley Queen asked for information about the sensors that NorthWestern intended to use to allow NorthWestern to curtail the delivery of natural gas to Valley Queen. Valley Queen's email stated: "As a reminder, you said that you'd provide a summary of the sensors that will impact the interruptible nature of our system and the logic behind them and how the valve will 'reduce' not 'close' when the total firm load has not yet been delivered." The email also stated: "Time is of the essence on NWE providing VQ with this important information so that VQ can begin to invest and plan in solutions that will manage our operation in these reduced or restricted scenarios." A copy of the email is attached as Exhibit B.

27. Between September 22, 2023 and December 31, 2024, Valley Queen made repeated requests to NorthWestern for the same information, including on October 13, 2023, October 24, 2023, and November 5, 2023. On November 8, 2023, NorthWestern responded: "We are still in the design phase of that portion of the project and anticipate completion of that in early 2024. Could we set up a meeting the first part of January." Thus, as of the end of 2023, NorthWestern had provided no detail to Valley Queen explaining under what particular operational circumstances Valley Queen's service could be curtailed and no information that

would allow Valley Queen to make its own plans to monitor and adjust its operations to accommodate those circumstances.

28. On January 12, 2024, Valley Queen and NorthWestern discussed that NorthWestern was developing a SCADA (supervisory control and data acquisition) system and would provide more information to Valley Queen in the near future.

29. On October 4, 2024, Valley Queen told NorthWestern that it wanted to discuss flow monitoring and reporting, increased pressure, and a spec sheet for NorthWestern's flow meter. On October 18, 2024, NorthWestern provided a PowerPoint addressing the control valve it was installing at Valley Queen that could be used to curtail the delivery of natural gas to Valley Queen. The PowerPoint did not provide operational detail about how and when notice would be given to Valley Queen that its delivery of natural gas could be curtailed.

30. After the meeting, Valley Queen sent an email to NorthWestern stating: "There's some question/dispute about NWE's ability to share the status of their local systems that is a key element to the interruptible state of our gas. This is and has been a question since day one. Alex and team are going to follow up. Assuming we get the follow up from NWE that we discussed today (on multiple items: meter, valve, and system) we should be good, however, the fact that we're still uncertain about several details about the monitoring and reporting systems with less than 3 months to go is concerning."

31. On December 19, 2024, NorthWestern told Valley Queen that its SCADA team had finished physical connections on NorthWestern's end and, preliminary to the control valve being operational, and pending programming and operational checks, NorthWestern would "look to get your team up and running."

32. On December 31, 2024, the day before the Interruptible Agreement was to take effect, Valley Queen notified NorthWestern that it still did not have the information it had asked for the day of the Commission meeting on September 22, 2023. Valley Queen's email stated: "I'm disappointed that despite discussing and asking NWE to provide this information, since the PUC approval meeting, we STILL do not have visibility into the information that NWE has said it would provide, as we go into a cold January under our new contractual obligations in force. This is unacceptable and frustrating." A copy of the email is attached as Exhibit C.

NorthWestern's Initial Operation of the Control Valve Causes Damage

33. The control valve and SCADA system became operational on January 9, 2025.

34. As of January 9, 2025, Valley Queen received for the first time information from NorthWestern's SCADA system on gas flow, PSI, and operation of the control valve.

35. As of that date, Valley Queen had still not received the information it had requested on September 22, 2023 about how and when notice would be given to Valley Queen of impending curtailment.

36. On January 20, 2025, without warning, at 6:52 a.m. the control valve that NorthWestern controls for purposes of the Interruptible Agreement began closing and at 7:07 a.m., it was 70% closed. Between then and 7:13 a.m., it returned to fully open.

37. Valley Queen's facility was operating at full capacity at the time.

38. The rapid valve closure caused Valley Queen's boilers to malfunction, which led to a blown door gasket on one of the boilers, resulting in the boiler being shut down from January 20, 2025 to February 6, 2025, and from February 27, 2025 to April 4, 2025, for repairs, which cost approximately $71,000.

39. The rapid closure of the valve and its effect on Valley Queen's operations created safety issues for Valley Queen's employees.

Operation of the Control Valve Prevents Valley Queen from Using Firm Capacity

40. On January 28, 2025, NorthWestern began providing Valley Queen with real-time SCADA data through a color-coded system. Green indicates that NorthWestern's system is operating normally and gas is available. Yellow, which is a caution state, indicates that gas is still available, but the system could be approaching an alarm or critical state. Red indicates an alarm or critical state, which means that the control valve may shut to limit the delivery of gas to Valley Queen. In an email dated September 9, 2025, NorthWestern explained that if Valley Queen has met its daily firm capacity of 1,450 MMBtu, in an alarm state the control valve will close to zero "until conditions improve or the gas day resets."

41. NorthWestern told Valley Queen in a memorandum dated June 26, 2025, that it "set logic in the valve to limit Valley Queen to its hourly maximum flow that is in line with daily firm to protect the integrity of the NWE system." In the same memorandum, NorthWestern told Valley Queen that "in an alarm state, NWE equipment limits Valley Queen to its firm obligation of 72.5 MCF per hour." In a separate response dated June 18, 2025 to NorthWestern's concerns, Northwestern told Valley Queen that in an alarm state, "the control valve will evaluate the state of the system, following the agreed upon terms of the interruptible TSA, limiting flow to 72.5 Mcf/hr up to 1450 MMBtu per day." Thus, whether the control valve closes in a red state and the extent to which it closes depends on the capacity limit of 1,450 MMBtu in the Firm Agreement, not NorthWestern's ability to deliver available interruptible natural gas.

42. On January 29 and 30, 2025, SCADA data showing whether NorthWestern's system was operating in a green, yellow, or red state, was not provided to Valley Queen. The data has been consistently provided since January 31, 2025.

43. From February 2, 2025 to April 28, 2025, NorthWestern's system was being operated in a critical or red state 13.64% of the time, and in a caution or yellow state 2.39% of the time. More specifically, the week of February 2, the system was being operated in a critical or red state 35.57% of the time, 47.57% of the time the week of February 9, and 27.70% of the time the week of February 16.

44. During the first four months of 2025, Valley Queen did not receive its daily maximum of 1,450 MMBtu on a single day.

The Reasons for Service Interruptions are Unexplained and Unclear

45. On April 30, 2025, when it was 71 degrees Fahrenheit in Milbank at 11:30 a.m., NorthWestern's system was in a critical or red state for 4.5 hours that day. Valley Queen asked NorthWestern to explain why this occurred and received the following non-answer: "[A] critical state is simply an indication that NWE is operating under a state of heightened awareness to protect the reliability of the NWE system. NWE monitors its system to ensure service to all customers. By providing notice of a critical state, NWE is offering transparency to Valley Queen about the current status of the system to aid in its operating processes. The notice of a critical state does not mean a curtailment is imminent or will occur." This statement, which was provided on June 26, 2025, seems to describe a caution or yellow state of operations, not a critical or red state, which is what Valley Queen experienced on April 30, 2025. It did not answer Valley Queen's question. It is an example of why Valley Queen has been frustrated in its ability to manage its operations based on the information provided by NorthWestern.

46. Through the first four months of 2025, NorthWestern's system consistently provided critical (red) and warning (yellow) condition alerts to Valley Queen at the end of its gas day, which begins and ends at 9:00 a.m. CST each day.

47. Valley Queen told NorthWestern that it was concerned that through the new control valve NorthWestern was using Valley Queen's facility as a peaking resource, meaning that NorthWestern was limiting Valley Queen as other customers began coming on line each morning. NorthWestern denied that this was the case, but has offered no explanation for the pattern of red and yellow condition alerts occurring at the end of Valley Queen's gas day.

48. The timing of NorthWestern's red and yellow condition alerts during this time did not appear to be weather related.

Valley Queen Has Used Less Natural Gas in 2025

49. NorthWestern has the ability to entirely close the valve when operating in a critical or red state and has repeatedly told Valley Queen that its delivery of gas will be curtailed to zero when it is operating in a critical or red state and Valley Queen has used its maximum daily quantity of 1,450 MMBtu as defined in the Firm Agreement. The valve will close after a ten-minute waiting period. Because the valve rapidly closing to zero causes significant operational and safety issues for Valley Queen, Valley Queen cannot manage its operations to accommodate ten-minute notice. Valley Queen is therefore effectively prevented from meeting or exceeding its maximum daily quantity as defined in the Firm Agreement and so is denied the benefit of the Firm Agreement.

50. This happens because NorthWestern treats the first 1,450 MMBtu delivered to Valley Queen on any given day as having been provided under the Firm Agreement. But whether gas delivery is firm or interruptible is an instantaneous issue depending, as stated in the

Interruptible Agreement, on the pressure and flow capabilities of NorthWestern's distribution system at any given moment. The problem would be solved if NorthWestern treated the first 60 MMBtu delivered on an hourly basis as firm and the excess as interruptible, rather than treating the first 1,450 MMBtu received on a daily basis as firm.

51. Before the control valve was operational in January 2025, as shown in the attached diagram, marked as Exhibit D, Valley Queen received natural gas delivery even when its daily quantity exceeded 1,450 MMBtu. This was especially true in the last quarter of 2024. Between January and the end of July 2025, Valley Queen did not receive delivery of 1,450 MMBtu on any day.

52. In August 2025, NorthWestern conducted a series of tests for the purpose of increasing Valley Queen's operational confidence and to further validate NorthWestern's system model. During these tests, which were conducted between August 5 and 12 and during the last week in August, the automated control valve was disabled, which allowed Valley Queen to exceed its daily firm capacity of 1,450 MMBtu. In addition, Valley Queen has exceeded its daily firm capacity outside the trials for the first time in 2025. Despite that, through the first half of 2025, its natural gas usage was down, despite a 50% increase in plant throughput, due to NorthWestern's declaration of critical and warning states and its repeated insistence that it will close the control valve to zero if Valley Queen's usage exceeds 1,450 MMBtu. Attached as Exhibit E is a different version of Exhibit D, which shows Valley Queen's increase in plant operations overlaid against its natural gas usage.

53. NorthWestern's recent trials have not allayed Valley Queen's concerns about operational conditions during the winter, and NorthWestern continues to state that its automated control valve will close to zero if Valley Queen exceeds its daily firm capacity of 1,450 MMBtu

when NorthWestern is operating in a critical or red state, which is contrary to the terms of the Interruptible Agreement, including paragraph 3.3.

54. Since January 2025, Valley Queen has supported its expanded plant operations by increasing usage of its electric boiler, which is more expensive to operate and does nothing to satisfy Valley Queen's minimum commitments under the Interruptible Agreement.

55. The effect of the Interruptible Agreement has been to decrease the delivery of natural gas to Valley Queen, to deprive Valley Queen of its ability to use its firm capacity of 1,450 MMBtu on a daily basis, and to prevent Valley Queen from being able to purchase the minimum deliveries required by the Interruptible Agreement. While Valley Queen is obligated under the Interruptible Agreement to purchase the delivery of more natural gas, NorthWestern has operationally restricted Valley Queen from being able to meet that obligation.

56. Under the Interruptible Agreement, NorthWestern is operating its system so that it may restrict the delivery of natural gas to Valley Queen based only on Valley's Queen's firm capacity daily limit, even though NorthWestern may have the ability to deliver natural gas to Valley Queen. This fact is illustrated by the days when NorthWestern's system shows critical or red at the end of the gas day and Valley Queen's delivery is restricted, but after the new gas day begins, the restriction is lifted only one or two hours later.

57. As indicated, NorthWestern measures Valley Queen's daily maximum based on a 20-hour gas day rather than a 24-hour day, which would yield an hourly limit of 60 MMBtu. By measuring or defining firm service on a 20-hour daily basis, combined with NorthWestern's ability to interrupt service during a 24-hour period when Valley Queen reaches its daily firm maximum, NorthWestern has effectively and actually denied Valley Queen the operational

certainty of firm service, which explains why Valley Queen's gas usage has not increased as the parties intended.

The Commission Should Reopen the Docket

58. NorthWestern's operation of its system and its implementation of the Interruptible Agreement have deprived Valley Queen of the benefit of its bargain, which is to receive more natural gas to operate its expanded facility and not to alter its receipt of firm service under the Firm Agreement.

59. NorthWestern's operation of its system and its implementation of the Interruptible Agreement have also damaged Valley Queen by causing it to increase reliance on its more-expensive electric boiler and by preventing it from being able to meet its minimum purchase obligations under the Interruptible Agreement.

60. NorthWestern's operation of its system and its implementation of the Interruptible Agreement are contrary to paragraph 3.3 of the Interruptible Agreement that the improvements to the Milbank Distribution System would be designed "to maintain the same pressure and flow capability established prior to the installation of the Interruptible Facilities," and that service could be curtailed "if the control sensors sense a drop in pressure or flow capability to the Milbank Distribution System or to the surrounding gas systems."

61. Valley Queen understood that NorthWestern would operate its system in compliance with the terms of the Interruptible Agreement--not that its delivery of firm service would be effectively denied because of the threat of being curtailed to zero, and not that it would be unable to buy its contractual minimums under the Interruptible Agreement as a result.

62. NorthWestern told Valley Queen on May 12, 2025, that it would not have agreed to Valley Queen's understanding of the Interruptible Agreement.

63. Based on their different understandings of the Interruptible Agreement, there was no meeting of the minds when the Interruptible Agreement was signed, when NorthWestern presented it to the Commission for approval, and when Valley Queen did not object to its approval.

64. If the Commission finds that there was a meeting of the minds, the Interruptible Agreement would still be void for lack of consideration. As stated in paragraph 58, the purpose of the Interruptible Agreement is for NorthWestern to deliver more, not less, gas to Valley Queen.

65. The Interruptible Agreement provides that "[a]ny action or proceeding arising out of or related to the Interruptible Service conditions governed by the Tariff or the Commission's rules and regulations are subject to the exclusive jurisdiction of the Commission." (Interruptible Agreement ¶ 7.4.)

66. The Commission is the appropriate venue for resolution of the parties' dispute.

67. The parties have cooperatively discussed these issues without resolving Valley Queen's concerns that the way in which NorthWestern is administering its distribution system and operating the control valve at Valley Queen deprives Valley Queen of the benefit of both the Firm Agreement and the Interruptible Agreement.

68. While NorthWestern has told Valley Queen that it has made changes in its algorithm that should reduce the time spent in a critical or alarm condition, that does not change the fact that Valley Queen cannot get to its maximum daily capacity while NorthWestern is operating in a critical or red condition without the risk of the valve being closed to zero, which is not an acceptable operating condition and which prevents Valley Queen from using its firm daily capacity.

69. Ultimately, NorthWestern's interpretation and implementation of the Interruptible Agreement have converted NorthWestern's Firm Agreement to an interruptible agreement.

70. To operate effectively and receive the benefits of both the Firm Agreement and the Interruptible Agreement, Valley Queen needs: (1) access to 1,450 MMBtu firm service on a 24-hour basis, and (2) no threat of the control valve being closed to zero. These requirements would allow Valley Queen to receive firm service without threat of interruption and interruptible service on the same non-discriminatory basis and terms as other interruptible customers.

71. Valley Queen has proposed to NorthWestern that these requirements can be met through the installation of two meters and two supply pipes at Valley Queen's facility, one for firm service measured at 60 MMBtu per hour (which is 1,450 MMBtu/day) that cannot be interrupted, and one for interruptible service in excess of Valley Queen's daily firm capacity as measured by 60 MMBtu per hour. NorthWestern could curtail interruptible service as necessary based on a drop in pressure or flow capability to the Milbank Distribution System, as provided in paragraph 3.3 of the Interruptible Agreement, but Valley Queen's firm service could not be so curtailed. Interruptible service may be limited only by capacity on the Milbank Distribution System, as provided in the Interruptible Agreement, not the terms of Valley Queen's Firm Agreement. NorthWestern has rejected this proposal based on the terms of the Interruptible Agreement.

72. Unless it receives interruptible service without the threat of all natural gas delivery being curtailed to zero, Valley Queen will likely be required to invest in a liquified petroleum gas plant, at a cost exceeding $1.5 million, to provide it with the gas service it needs to operate its expanded facility. That solution, however, would not excuse Valley Queen from its minimum delivery obligations under the Interruptible Agreement.

Prayer for Relief

Wherefore, Valley Queen respectfully requests that the Commission:

(1) reopen this docket;

(2) vacate its previous approval of the Interruptible Agreement to allow the parties to negotiate a new agreement that allows Valley Queen to receive interruptible service while maintaining its firm service without a threat of the control valve being closed to zero, either in the manner proposed in paragraphs 70-71 above or in some other way;

(3) direct Staff to work with the parties on the terms of a new agreement; and

(4) grant any other relief that the Commission deems just and equitable.

Dated this 19th day of September, 2025.

WOODS, FULLER, SHULTZ & SMITH P.C.

By /s/ James E. Moore

James E. Moore
P.O. Box 5027
300 South Phillips Avenue, Suite 300
Sioux Falls, SD 57117-5027
Phone (605) 336-3890
Fax (605) 339-3357
Email James.Moore@woodsfuller.com
Attorneys for Valley Queen Cheese Factory, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of September, 2025, a true and correct copy of the foregoing was served via e-mail upon the following:

Ms. Leah Mohr
Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Ave.
Pierre, SD 57501
leah.mohr@state.sd.us

Ms. Amanda Reiss
Staff Attorney
South Dakota Public Utilities Commission
500 E. Capitol Ave.
Pierre, SD 57501
amanda.reiss@state.sd.us

Mr. Patrick Steffensen
Staff Analyst
South Dakota Public Utilities Commission
500 E. Capitol Ave.
Pierre, SD 57501
patrick.steffensen@state.sd.us

Mr. Jeffrey Decker
Regulatory Specialist
NorthWestern Energy
600 Market St. West
Huron, SD 57350-1500
Jeffrey.Decker@northwestern.com

Ms. Pamela Bonrud
Director - Government and Regulatory Affairs
NorthWestern Energy
3010 W. 69th St.
Sioux Falls, SD 57108
Pam.Bonrud@northwestern.com

Mr. Brian Sandvig
Chief Financial Officer (CFO)
Valley Queen Cheese Factory, Inc.
201 S. Dakota St.
Milbank, SD 57252
bsandvig@vqcheese.com

/s /James E. Moore
One of the Attorneys for Attorneys for Valley Queen Cheese Factory, Inc.

EXHIBIT A

Docket Number:	**NG23-015**
Subject Matter:	**First Data Request**
Request to:	**NorthWestern Energy (NorthWestern or Company)**
Request from:	**South Dakota Public Utilities Commission Staff**
Date of Request:	**September 8, 2023**
Responses Due:	**September 14, 2023**

1-1. Provide the number of times interruptible customers were interrupted since 2018. Provide the number of customers interrupted for each interruption and the length of each interruption if available.

Response:

There have been no curtailments since 2018. In peak corn drying seasons, large dryers in the Castlewood/Estelline area have been asked to work together to control their usage so the dryers in that area remain in operation during the peak usage periods.