

EXHIBIT 4

October 23, 2015

Kathleen L. Mazure, Esq.
Duncan, Weinberg, Genzer
& Pembroke, P.C.
1615 M St., N.W.
Suite 800
Washington, DC 20036

Re: Offer of Withdrawal of Intervention

Dear Ms. Mazure,

Per our late phone discussion yesterday, October 22, 2015, it is my understanding that your clients, the Flathead Joint Board of Control of the Flathead, Mission and Jocko Valley Irrigation Districts ("the Board") and the Flathead, Mission and Jocko Valley Irrigation Districts ("the Districts") (collectively referred to as "the Board/Districts") have demanded that my clients ("twelve District Members") withdraw their motion for leave to file an intervention in the matter of P-5-100 involving the Kerr Hydroelectric Project License Article 40(c) public hearing and settlement conference proceedings.

Following our discussion, I conferred with my clients regarding this demand. They understand the sensitivities surrounding these confidential negotiations and are willing to consider such demand, but only if the Board/Districts stipulate their agreement to the following conditions:

1. The Board/Districts provide the District Members with the final settlement position statement they developed for the 10/26 meeting as well as all subsequent settlement position papers it may develop in the future for exchange with the Tribes and filing with the settlement judge, during the entire course of these settlement conference proceedings, prior to each subsequently scheduled future meeting;
2. The Board/Districts provide the District Members with the Tribes' final settlement position statement developed for the 10/26 meeting as well as all subsequent position papers the Tribes exchange with the Board during the entire course of these settlement conference proceedings, prior to each subsequently scheduled future meeting;
3. The Board/Districts consent to District Members' counsel attending all settlement conference proceedings as an observer/representative at-large of the Board/Districts, for the purpose of reporting the details of each such meeting to the District Members and submitting comments to and for consideration by the Board/Districts on behalf of the District Members;
4. The Board/Districts explain to the District Members in understandable terms the legal significance of 1985 license Article 40(c)(ii) and explain why they did not include Article 40(c)(ii) issues in their draft and final negotiating position;

5. The Board/Districts explain to the District Members in understandable terms how the Bureau of Indian Affairs' Mission Valley Power was able to resell at low cost to Reservation irrigators and residents the electricity it acquired from NorthWestern Energy and other prior Kerr Dam operator/licensees, and to be acquired from EKI that had been/would be generated at a profit;
6. The Board/Districts verify to the District Members whether the Board/Districts still adhere to the legal position expressed by former Board representative Ray Jensen on pp. 5-6 of his prepared direct testimony of April 1984, in response to the following question, to wit:

"Q. How do you understand the Project's reserved and appropriated water power rights relate to Winters rights?

A. Under the Supreme Court's Winters decision (*Winters v. United States*, 207 U.S. 564 (1908)), creation of the Reservation reserved, for the benefit of practicably irrigable Reservation lands, that portion of Reservation streams and other water sources necessary to achieve irrigation of such lands. When later, pursuant to the Act of April 23, 1904, 33 Stat. 302 (the 1904 Act), as amended, allotment of the best lands was made to individual Indians, and unallotted lands were opened for sale to settlers for payments credited or paid to the Tribes, the Joint Board believes that ownership of appurtenant Winters irrigation water rights passed with the allotted and unallotted lands to the landowners and their successors in interest; that is, to the individual Indians and non-Indians who, in addition to the Tribes, now own the irrigable Reservation lands. The Joint Board understands that the remainder of the Reservation waters and water power rights in Reservation streams including the water power rights in the navigable Flathead River at the site of the present Kerr Development (Kerr site), remained the unencumbered and absolute property of the United States, subject to control and disposition by Congress. As stated, Congress exercised its power by reserving and appropriating water power rights at the Kerr site for the Project, and by authorizing the Secretary to contract with the Districts with respect thereto."

Please discuss this offer of withdrawal immediately with your clients. If I do not hear back from you by close of business today, Mountain Time, I will proceed to make a supplementary filing with FERC to further support the motion filed on October 21. Unless I hear from you by 12:59 pm Mountain Time, today, acknowledging your receipt and consideration of this offer, I will proceed to file my clients' settlement position with the settlement judge.

Very truly yours,

Lawrence A. Kogan

Lawrence A. Kogan
Managing Principal

Cc: Bruce Federickson
Kristin Omvig