

DM11-282



**HESS CORPORATION**

1 Hess Plaza  
Woodbridge, NJ 07095

**DAVID A. CETOLA**  
Director of Regulatory Affairs  
Energy Marketing  
(732) 750-7058  
FAX: (732) 750-6670

December 19, 2011



VIA OVERNIGHT MAIL & E-MAIL  
Debra A. Howland, Executive Director and Secretary  
New Hampshire Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301-2429

Re: Hess Corporation Competitive Natural Gas Supplier Renewal Application  
Registration No. DM 09-264

Dear Secretary Howland:

Pursuant to the New Hampshire Code of Administrative Rules § Puc 3000 et seq. please find enclosed an original and two (2) copies and one electronic copy on compact disk of Hess Corporation's Competitive Natural Gas Registration Renewal Application. Pursuant to Contained within this application is the original rider for Bond No. 929309219 which changes the bond to continuous term. A continuation certificate for this bond was filed with the Commission on November 21, 2011 in docket (DM 09-264) and should be transferred to the current license renewal docket. I have also enclosed a corporate check (200034325), made payable to the State of New Hampshire, in the amount of \$250.00 to satisfy the renewal application fee.

I have also enclosed an additional copy of this letter and the renewal application package. In order to assist in our recordkeeping, please file stamp the additional copy set and return it to me in the self-addressed stamped envelope provided for that purpose. If you have any questions, please contact me at (732) 750-7058. Thank you in advance for your attention to this matter.

Sincerely,

David A. Cetola  
Director of Regulatory Affairs

Enclosures  
Cc: Robert Wyatt

NHPUC DEC20'11 PM12:18

**New Hampshire Competitive Natural Gas Supplier  
Renewal Application  
Hess Corporation – DM – 09-264**

**PUC 3003.02 Renewal Registration Requirements**

(a) Each registered CNGS shall re-register with the commission every 5 years by filing with the commission an application for renewal. Each application for renewal shall be filed no less than 60 days prior to the expiration of the currently effective registration. If a CNGS fails to meet its re-filing obligation, its registration shall expire by its terms.

(b) The CNGS shall include in each application for renewal all information required for an initial CNGS application under Puc 3003.01, Puc 3003.03 and 3006.01, and shall note any changes to the information contained in the previous application.

A CNGS shall include with its application for renewal a renewal fee of \$250.00.

*Included in package*

**PUC 3003.01 Requirements**

(a) Any CNGS seeking to sell natural gas to customers in the State of New Hampshire shall file with the commission an original and 2 copies of a registration application together with an electronic copy in a file format compatible with the computer system of the commission, pursuant to Puc 203.03.

*Included in package*

(d) (1) Evidence of financial security as defined in Puc 3003.03

*Please See Exhibit 1.*

(2) Documentation sufficient to demonstrate that the CNGS is an approved shipper on the upstream pipelines and underground storage facilities on which the LDC will assign capacity, if any, to the CNGS; and

*Hess Corporation is an approved Shipper on Tennessee Gas Pipeline. This is confirmed by Hess' listing as an approved shipper on Tennessee's website by clicking on "Informational Postings" and then on "Index of Customers."*

*Moreover, Hess Corporation currently serves customers in New Hampshire through the Portland and Granite pipelines. To serve its customers Hess utilizes, at least in part, capacity assignments from National Grid and Unitil.*

## **PUC 3006.01 Requirements**

- 1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state; *(Unchanged)*

*Hess Corporation f/k/a Amerada Hess Corporation*

*Please see Exhibit 2*

- 2) The applicant's business address, if any, principal place of business, telephone number, facsimile number and email address; *(Unchanged)*

*One Hess Plaza*

*Woodbridge, NJ 07095*

*Phone: (732) 750-6000*

*Fax: (732)750-6670*

*www.hess.com*

- 3) The applicant's place of incorporation; *(Unchanged)*

*The State of Delaware.*

- 4) The names, titles, business addresses, telephone numbers and facsimile numbers of the applicant's principal officers; *(Updated)*

*Please See Exhibit 3*

- 5) The following regarding any affiliate and/or subsidiary of the applicant which is conducting business in New Hampshire: *(Unchanged)*

- a. The name and business address of the entity;

*Hess Corporation does not have any affiliate or subsidiary conducting business in New Hampshire. Hess Corporation is the corporate parent and the registered Competitive Natural Gas Supplier.*

- b. A description of the business purpose of the entity; and

*Hess Corporation is a leading retail energy provider in the Eastern United States and is a major supplier of natural gas to many East Coast LDCs. Hess is also the largest supplier of fuel oil to commercial and industrial customers and a major supplier of natural gas and electricity to large industrial, commercial and institutional end users.*

- c. Regarding any agreements with any affiliated New Hampshire LDC a description of the nature of the agreement; *(Unchanged)*

*Hess Corporation is not affiliated with any New Hampshire LDC.*

- 6) Telephone number of the customer service department or the name, title and telephone number of the customer service contact person of the applicant, including toll free

telephone numbers if available; *(Unchanged)*

*Quality Customer Service 1-800-437-7872 (HESS-USA).*

7) For each individual responsible for responding to commission inquiries: *(Updated)*

1. Name;
2. Title;
3. Business address;
4. Telephone number;
5. Facsimile number; and
6. Email address.

***Regulatory Contact:***

***David Cetola  
Director of Regulatory Affairs  
Hess Corporation  
One Hess Plaza  
Woodbridge, NJ 07095  
Phone: (732) 750-7058  
Fax: (732) 750-6670  
E-Mail: [dcetola@hess.com](mailto:dcetola@hess.com)***

***Operations Contact:***

***Debra Bateman  
Operations Manager – New England  
Hess Corporation  
614 George Washington Highway  
Unit 1A  
Lincoln, RI 02865-4271  
Phone: (401) 288-4878  
Fax: (401) 288-4888  
E-Mail: [dbateman@hess.com](mailto:dbateman@hess.com)***

8) Name, title, business address and telephone number of the applicant's registered agent in New Hampshire for service of process; *(Unchanged)*

***CT Corporation System  
9 Capitol Street  
Concord, NH 03301***

9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state; *(Unchanged)*

***Please see Exhibit 4.***

10) Description of geographic areas of New Hampshire in which the applicant intends to provide service, described by: **(Unchanged)**

1. An LDC's existing franchise area;
2. Existing town boundaries; or
3. A map with the boundary limits delineated;

***Hess Corporation sells natural gas in the National Grid franchise and Unitil franchise areas only.***

11) A description of the types of customers the applicant intends to serve; **(Unchanged)**

***Hess Corporation markets natural gas to large commercial and industrial customers in the following customer classes per National Grid's tariff:***

- ***280 Day Transportation Service***
- ***Interruptible Transportation Service (ITS)***
- ***G-41, G-42, G-43, G-51, G-52, G-53, G-54, G-63***

***Hess Corporation markets natural gas to large commercial and industrial customers in the following customer classes per Unitil's tariff:***

- ***40, 50, 41, 51, 42, 52, IT***

12) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state or federal licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity and/or natural gas; **(Updated)**

***No customer complaints have been filed against Hess in the past calendar year in any state.***

13) A statement as to whether any of the applicant's principals, as listed in (1) through (3) below have ever been convicted of any felony that has not been annulled by a court: **(Unchanged)**

1. For partnerships, any of the general partners;
2. For corporations, any of the officers, directors or controlling stockholders; or
3. For limited liability companies, any of the managers or members;

***N/A***

14) A statement as to whether the applicant or any of the persons listed in (13) above has, within the 10 years immediately prior to registration: **(Unchanged)**

1. Had any civil, criminal or regulatory sanctions or penalties imposed

against them pursuant to any state or federal consumer protection law or regulation; or

2. Settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

3. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

***Hess Corporation and its affiliates (collectively "Hess") have not been subject, to its knowledge, to any investigation by any state or federal agency within the past ten years in connection with a consumer protection law or regulation. In the course of its business, Hess has been subject to certain sales and other routine tax audits, response to complaints of discriminatory treatment of employees and customers by the Equal Opportunity Employment Commission and state commissions against discrimination, and in connection with gasoline and fuel releases, and operations of facilities for the production, storage and sale of gasoline and petroleum products. Hess has paid civil penalties, entered into stipulations, consent judgments and other orders in connection with, inter alia, releases, notification of releases, cleanup activities and related claims. Hess is also subject to regulatory inspections, spill response and compliance reviews of its gasoline stations, terminals and refineries by state and federal environmental agencies.***

15) If an affirmative answer is given to any item in (13) or (14) above, an explanation of the event;

Please see explanation in (14) above.

16) For those applicants who telemarket, a statement that the applicant will: ***(Unchanged)***

a. Maintain a list of consumers who request being placed on a do-not-call list for the purposes of telemarketing;

b. Obtain, no less than semi-annually, access to updated telephone preference services lists maintained by the Direct Marketing Association; and

c. Not initiate calls to New Hampshire customers who have either requested being placed on do-not-call lists or customers who are listed on the Direct Marketing Association's telephone preference lists;

***Please see Exhibit 5.***

17) For those applicants that intend not to telemarket, a statement to that effect;

*N/A*

18) A sample bill form that the applicant intends to use or a statement that the applicant intends to use the LDC's billing service; *(Updated)*

*Please see Exhibit 6.*

19) A copy of all customer contracts or representative samples of contracts the applicant intends to use; *(Updated)*

*Please see Exhibit 7.*

20) A statement that the CNGS has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements;

*Please see our most recent annual report, which was filed with the Commission on February 25, 2011. In that report, Hess provided a list of aggregators that it has done business with in the past. The list has been included in this application as Exhibit 8. While many of the aggregators on this list are registered with the Commission, a few aggregators were not registered as of the date of that report. Since that time, Hess has made significant efforts to ensure that it only contracts with validly-registered aggregators. Hess has informed all unlicensed aggregators on the list that it will cease doing business with them until they register with the Commission. Hess hereby certifies that we have ceased doing business with any unlicensed aggregators and, going forward, Hess will require all aggregators to provide proof of registration with the Commission prior to commencement of any business relationship.*

21) A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete.

*Please see Exhibit 9.*

22) The signature of the applicant or its representative;

*Please see Exhibit 9.*

# **EXHIBIT 1**

**GENERAL PURPOSE RIDER**

To be attached to and form part of Bond Number 929309219 effective December 1, 2003  
issued by the WESTERN SURETY COMPANY  
in the amount of One Hundred Fifty Thousand and 00/100 ----- DOLLARS,  
on behalf of HESS CORPORATION  
as Principal and in favor of NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION  
as Obligee:

Now, Therefore, it is agreed that:

This bond is being changed to a continuous term bond.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 9th day of December, 2011.

Signed, sealed and dated this 8th day of December, 2011.

HESS CORPORATION

WESTERN SURETY COMPANY

By:  (Principal)

By:  (Surety)  
James K C Tom Attorney-in-Fact

Accepted By:

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Ernesta G Bowman, James K C Tom, Individually**

of New York, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 22nd day of September, 2009.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

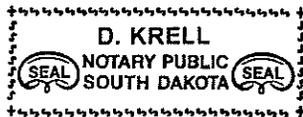
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of September, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of December, 2011.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

ACKNOWLEDGMENT FORMS

COPARTNERSHIP

STATE OF  
COUNTY OF }ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me known and known to me to be one of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument and (s)he thereupon acknowledged to me that (s)he executed the same as  
and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

CORPORATE

STATE OF New Jersey  
COUNTY OF Middlesex }ss:

On this 19th day of December, 2011, before me personally appeared John A. Gartman  
Woodbridge, to me known, who, being by me first duly sworn, did depose and say that (s)he resides in  
\_\_\_\_\_; that (s)he is the Senior Vice President of Hess Corporation  
\_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that (s)he knows the  
corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by  
order and authority of the Board of Directors of said corporation, and that (s)he signed h\_\_\_\_\_ name thereto by like order and  
authority.

COLLEEN M. FROST  
ID No. 2298543  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Apr. 1, 2013

Colleen M. Frost  
Notary Public

INDIVIDUAL

STATE OF  
COUNTY OF }ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me known and known to me to be the individual described in and who executed the foregoing  
instrument and \_\_\_\_\_ acknowledged to me that \_\_\_\_\_ executed the same in h\_\_\_\_\_ individual capacity.

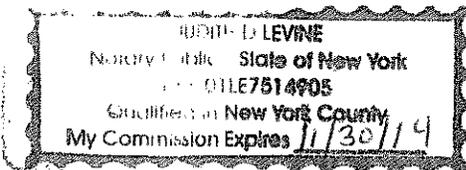
\_\_\_\_\_  
Notary Public

SURETY

STATE OF NEW YORK  
COUNTY OF NEW YORK }ss:

I, Judith D Levine, Notary Public of New York County, in the State of New York, do hereby  
certify that James K C Tom Attorney-in-Fact, of Western Surety Company who is personally known to me  
to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that (s)he signed, sealed and delivered said instrument for and on behalf of Western Surety Company for the uses and  
purposes therein set forth.

Given under my hand and notarial seal at my office in the City of New York in said County, this 8th day of  
December A.D., ~~200~~ 2011.



Judith D Levine  
Notary Public



**HESS CORPORATION**

One Hess Plaza  
Woodbridge, NJ 07095

**BILL ZURETTI**  
Regulatory Affairs Specialist  
Energy Marketing  
(732) 750-6922  
FAX: (732) 750-6670

November 21, 2011

VIA OVERNIGHT MAIL & E-MAIL  
Debra A. Howland, Executive Director and Secretary  
New Hampshire Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301-2429

Re: Hess Corporation Natural Gas Surety Bond Renewal  
Registration No. DM 09-264

Dear Secretary Howland:

Pursuant to the New Hampshire Code of Administrative Rules § Puc 3003.03, please find enclosed for your records the original Continuation Certificate for Bond No. 929309219 in force for Hess Corporation in the amount of \$150,000. This Certificate continues the Bond for the term beginning December 1, 2011 through December 1, 2012.

I have also enclosed an additional copy of this letter and the Continuation Certificate. In order to assist in our recordkeeping, please file stamp the additional copy set and return it to me in the self-addressed stamped envelope provided for that purpose. If you have any questions, please contact me at (732) 750-6922. Thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Zuretti", with a long, sweeping horizontal line extending to the right.

Bill Zuretti  
Regulatory Affairs Specialist

Enclosures



40 Wall Street 10th Floor, New York, NY 10005-2301

Telephone: 877.269.3277  
Facsimile: 212.440-7351

## CONTINUATION CERTIFICATE

**WESTERN SURETY COMPANY**, hereby continues in force **Bond #929309219** briefly described as a bond to **Provide Natural Gas** on behalf of **HESS CORPORATION**, as Principal, **NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION**, 21 S. Fruit Street, Suite 10, Concord, NJ 03301, as Obligee, in the sum of **One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars**, for the term beginning **December 1, 2011 and ending December 1, 2012**, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of **WESTERN SURETY COMPANY** under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 1<sup>st</sup> day of November, 2011.

**HESS CORPORATION**  
(Principal)

BY: 

**WESTERN SURETY COMPANY**  
(Surety)

BY:   
James K C Tom, Attorney-in-Fact

**CNA**

*For All the Commitments You Make*

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Ernesta G Bowman, James K C Tom, Individually**

of New York, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 22nd day of September, 2009.



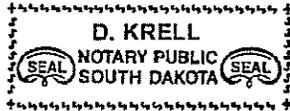
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of September, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of November, 2011.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

ACKNOWLEDGMENT FORMS

COPARTNERSHIP

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me known and known to me to be one of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument and (s)he thereupon acknowledged to me that (s)he executed the same as  
and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

CORPORATE

STATE OF New Jersey  
COUNTY OF Middlesex }SS:

On this 16<sup>th</sup> day of November, 2011, before me personally appeared John A. Gartman  
-, to me known, who, being by me first duly sworn, did depose and say that (s)he resides in  
\_\_\_\_\_; that (s)he is the Senior Vice President of Hess Corp.  
\_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that (s)he knows the  
corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by  
order and authority of the Board of Directors of said corporation, and that (s)he signed h\_\_\_\_\_ name thereto by like order and  
authority.

COLLEEN M. FROST  
ID No. 2298543  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Apr. 1, 2013

Colleen M. Frost  
Notary Public

INDIVIDUAL

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me known and known to me to be the individual described in and who executed the foregoing  
instrument and \_\_\_\_\_ acknowledged to me that \_\_\_\_\_ executed the same in h\_\_\_\_\_ individual capacity.

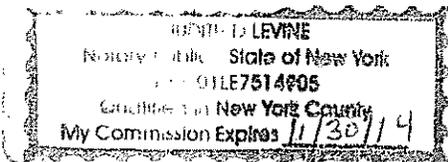
\_\_\_\_\_  
Notary Public

SURETY

STATE OF NEW YORK  
COUNTY OF NEW YORK }SS:

I, Judith D Levine, Notary Public of New York County, in the State of New York, do hereby  
certify that James K C Tom Attorney-in-Fact, of Western Surety Company who is personally known to me  
to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that (s)he signed, sealed and delivered said instrument for and on behalf of Western Surety Company for the uses and  
purposes therein set forth.

Given under my hand and notarial seal at my office in the City of New York in said County, this 1st day of  
November A.D., ~~2008~~ 2011



Judith D Levine  
Notary Public

# **EXHIBIT 2**

Filed  
Date Filed: 12/01/2008  
Business ID: 145  
William M. Gardner  
Secretary of State

STATE OF NEW HAMPSHIRE

Filing fee: \$35.00  
Use black print or type.

Form No. 42  
RSA 293-A:15.04

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY  
FOR PROFIT FOREIGN CORPORATION

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR AN AMENDED CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the corporation is: Amerada Hess Corporation

SECOND: The name the corporation is currently using in the state of New Hampshire is: Amerada Hess Corporation

THIRD: The state or country of incorporation is: Delaware

FOURTH: The date the corporation was authorized to transact business in the state of New Hampshire is: May 20, 1969

FIFTH: This application is filed for the following reason (complete all applicable items)

a. The corporation has changed its corporate name to: Hess Corporation

b. The name the corporation will hereafter use in the state of New Hampshire is changed to: \_\_\_\_\_ (Note 1)

c. The corporation has changed its period of duration to: \_\_\_\_\_

d. The corporation has changed the state or country of its incorporation to: \_\_\_\_\_

Dated November 21, 2008

Amerada Hess Corporation (Note 2)

By *George C. Barry* (Note 3)

Signature of its VP and Secretary

George C. Barry

Print or type name

(212) 997-8500 Phone Number      \_\_\_\_\_ Email Address

Mail fee and DATED AND SIGNED ORIGINAL WITH A CERTIFICATE OF LEGAL EXISTENCE OR GOOD STANDING ISSUED BY THE STATE OR COUNTRY OF INCORPORATION (Note 4) TO:  
Corporation Division, Department of State, 107  
NH 03301-4999.

State of New Hampshire  
Form 42 - Application for Amended Certificate of Authority 2 Page(s)



T0833644014

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HESS CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF NOVEMBER, A.D. 2008.



0097017 8300

081135565

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6980789

DATE: 11-21-08

# **EXHIBIT 3**

## **Hess Corporation Principal Officers**

John B. Hess  
Chairman of the Board and CEO  
Hess Corporation  
1185 Avenue of the Americas  
New York, NY 10036  
Phone: (212) 997-8500  
Fax: (212) 526-8390

Gregory P. Hill  
Executive Vice President – President, Exploration and Production  
Hess Corporation  
1185 Avenue of the Americas  
New York, NY 10036  
Phone: (212) 997-8500  
Fax: (212) 526-8390

John P. Rielly  
Senior Vice President – Chief Financial Officer  
Hess Corporation  
1185 Avenue of the Americas  
New York, NY 10036  
Phone: (212) 997-8500  
Fax: (212) 526-8390

Timothy B. Goodell  
Senior Vice President – General Counsel  
Hess Corporation  
1185 Avenue of the Americas  
New York, NY 10036  
Phone: (212) 997-8500  
Fax: (212) 526-8390

F. Borden Walker  
Executive Vice President – President, Marketing and Refining  
Hess Corporation  
One Hess Plaza  
Woodbridge, NJ 07095  
Phone: (732) 750-6000  
Fax: (732) 750-7165

John A. Gartman  
Senior Vice President – Energy Marketing  
Hess Corporation  
One Hess Plaza  
Woodbridge, NJ 07095  
Phone: (732) 750-6000  
Fax: (732) 750-7165

John M. Schultz  
Vice President – Vice President, Energy Marketing Operations  
Hess Corporation  
One Hess Plaza  
Woodbridge, NJ 07095  
Phone: (732) 750-6000  
Fax: (732) 750-7165

# HESS CORPORATION

## BOARD OF DIRECTORS

**John B. Hess** <sup>(1)</sup>  
*Chairman of the Board and  
Chief Executive Officer*

**Samuel W. Bodman** <sup>(3) (4)</sup>  
*Former Secretary of the United States  
Department of Energy;  
Former Deputy Secretary of the United  
States Department of the Treasury*

**Nicholas F. Brady** <sup>(1) (3) (4)</sup>  
*Chairman, Choptank Partners, Inc.;  
Former Secretary of the United States  
Department of the Treasury;  
Former Chairman,  
Dillon, Read & Co., Inc.*

**Gregory P. Hill**  
*Executive Vice President;  
President, Worldwide  
Exploration & Production*

**Edith E. Holiday** <sup>(2) (4)</sup>  
*Corporate Director and Trustee;  
Former Assistant to the President and  
Secretary of the Cabinet;  
Former General Counsel of the United  
States Department of the Treasury*

**Thomas H. Kean** <sup>(1) (3) (4)</sup>  
*President, THK Consulting, LLC;  
Former President, Drew University;  
Former Governor, State of New Jersey*

**Risa Lavizzo-Mourey** <sup>(2)</sup>  
*President and Chief Executive Officer,  
The Robert Wood Johnson Foundation*

**Craig G. Matthews** <sup>(2)</sup>  
*Former Vice Chairman  
and Chief Operating Officer,  
KeySpan Corporation;  
Former Chief Executive Officer  
and President, NUI, Inc.*

**John H. Mullin** <sup>(2)</sup>  
*Chairman, Ridgeway Farm LLC;  
Former Managing Director,  
Dillon, Read & Co., Inc.*

**Frank A. Olson** <sup>(2) (3)</sup>  
*Former Chairman of the Board  
and Chief Executive Officer,  
The Hertz Corporation*

**Ernst H. von Metzsch** <sup>(3)</sup>  
*Managing Member,  
Cambrian Capital, L.P.;  
Former Senior Vice President  
and Partner, Wellington  
Management Company*

**F. Borden Walker**  
*Executive Vice President;  
President, Marketing and Refining*

**Robert N. Wilson** <sup>(1) (2) (3)</sup>  
*Chairman, Still River Systems;  
Former Vice Chairman  
of the Board of Directors,  
Johnson & Johnson*

(1) Member of Executive Committee

(2) Member of Audit Committee

(3) Member of Compensation and  
Management Development Committee

(4) Member of Corporate Governance  
and Nominating Committee

## CORPORATE OFFICERS

**John B. Hess**  
*Chairman of the Board and  
Chief Executive Officer*

**Gregory P. Hill**  
*Executive Vice President;  
President, Worldwide  
Exploration & Production*

**F. Borden Walker**  
*Executive Vice President;  
President, Marketing and Refining*

## SENIOR VICE PRESIDENTS

Christopher J. Baldwin  
Gary A. Boubel  
William T. Drennen  
John A. Gartman  
Timothy B. Goodell  
*General Counsel*  
Scott M. Heck  
Lawrence H. Ornstein  
Howard Paver

John P. Rielly  
*Chief Financial Officer*  
John J. Scelfo  
R. Gordon Shearer  
John V. Simon  
Darius Sweet  
Michael R. Turner  
Mykel J. Ziolo

## VICE PRESIDENTS

George C. Barry  
*Secretary*  
Robert M. Biglin  
*Treasurer*  
Gerald I. Bresnick  
C. Martin Dunagin  
David K. Kirshner  
Richard J. Lawlor  
Jonathon L. Pepper

Harold I. Small  
Jonathan C. Stein  
Jeffery L. Steinhorn  
Kevin B. Wilcox  
*Controller*  
Jay R. Wilson

# **EXHIBIT 4**

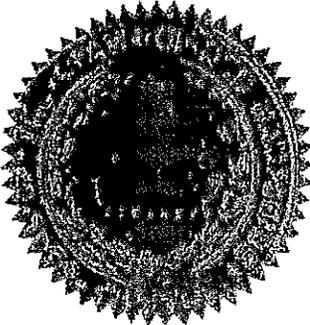
State of New Hampshire

CERTIFICATE OF AUTHORITY OF FOREIGN CORPORATION TO DO BUSINESS IN THE  
STATE OF NEW HAMPSHIRE

I hereby certify that .....AMERADA..PETROLEUM..CORPORATION..... a corporation  
duly organized under the laws of the State of .....DELAWARE....., has  
this day qualified under the provisions of New Hampshire RSA, Chapter 200, and is author-  
ized to do business as provided by said statute as amended.

WITNESS my hand and the official seal of the State of New Hampshire.

.....*Richard F. Mack*.....  
(Secretary of State)



Dated at Concord, N. H. this .....20th..... day of .....MAY..... 1969.....

# **EXHIBIT 5**

Without relinquishing our right to seek a waiver in the future, Hess hereby acknowledges the requirements set forth in the New Hampshire Code of Administrative Rules Part 3004.03 et seq. In accordance with the regulation, Hess agrees to:

- (1) Maintain a list of customers who request being placed on a do-not-call list for purpose of telemarketing;
- (2) Obtain, no less than semi-annually, access to updated telephone preference services lists maintained by Direct Marketing Association; and
- (3) Not initiate calls to New Hampshire customers who have either requested being placed on do-not-call lists or customers who are listed on the Direct Marketing Association's telephone preference lists.

# **EXHIBIT 6**



# HESS CORPORATION

ACCESS YOUR INVOICES ONLINE AT [WWW.HELSENERGY.COM](http://WWW.HELSENERGY.COM)

### BILLING ADDRESS

Customer, Inc.  
1 Main Street  
Anytown, NH 01234

**Phone**  
1-800-HESS-AOK  
(1-800-437-7265)

**Fax**  
1-866-239-5671

**Email**  
QCSTeam@hess.com

**Web**  
[www.hessenergy.com](http://www.hessenergy.com)

**Hours (Sept - May)**  
Mon-Fri 8am-6pm  
**Hours (June - Aug)**  
Mon-Fri 8am-5pm

### INVOICE INFORMATION

**Invoice Date:** 11/22/2011  
**Invoice Number:** H01234567  
**Payment Due Date:** 12/07/2011  
**Payment Terms:** Net 15 Days  
**Payment Method:** Check

### SERVICE LOCATION INFORMATION

**Hess Account #:** 123456/678910  
**Service Location:** 1 Main Street  
Anytown, NH 01234

### ACCOUNT INFORMATION

**Utility Name:** Northern Util New Hampshire  
**Pool / Pont:** NUNH DCQ  
**Utility Account #:** 1234567-7654321

### NEW CHARGES

<u>Natural Gas Deliveries</u>	<u>Deal ID</u>	<u>Purchase Order #</u>	<u>Date From - To</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total</u>
Commodity	9876543		101/11 - 10/31/11	1,000.00 MMBTU	\$4.0000	\$4,000.00

**Total Charges:** \$4,000.00

----- PLEASE TEAR AT PERFORATION AND RETURN WITH YOUR PAYMENT -----

**THANK YOU FOR CHOOSING HESS AS YOUR ENERGY SUPPLIER**

**Customer Name:** Customer, Inc.

**Amount Due:** \$4,000.00

**Hess Account Number:** 123456/678910

**Statement #:** H01234567

**Payment Due Date:** 12/7/2011

**Check Remittance To:**

Hess Corporation  
P O Box 905243  
Charlotte, NC 28290-5243

For Internal Use Only

HESS CORPORATION

Customer Service Hours:

Monday--Friday 8 a.m. to 6 p.m. (Sept-May)  
Monday--Friday 8 a.m. to 5 p.m. (June-Aug)

Questions concerning your account?

Please contact Customer Account Services at  
Phone: 1-800-HESS-AOK (437-7265) Fax: 1-866-239-5671  
www.hessenergy.com QCSTeam@hess.com

Commonly Asked Questions

*Q: Who will read my meter and when will it be read?*

A: The utility company is still responsible for reading your meter. The timing is based on the specific utility company's procedures.

*Q: Why is the usage amount on my bill different than the usage amount on the utility company bill?*

A: Hess bills on city gate volume. The utility bill is based on meter readings (burner tip) at your location. The difference, utility line loss, is set by and varies by utility. Line loss was previously included by the utility in your local pricing. Line loss is a regulated charge based on percentages determined by each utility to compensate for the utility's pipeline system loss.

*Q: Now that I have chosen Hess as my natural gas/electricity marketer how will my service change?*

A: The only difference you should see is in billing. Hess will charge you for the commodity, while the utility (LDC/EDC) will charge you for distribution/transportation. There should be no other changes in your gas/electric service. The utility will still read your meter and you should still call the utility in the event of an emergency.

*Q: Do I have to sign an agreement?*

A: Yes. Hess will not sell natural gas/electricity to anyone without a signed agreement. This is to protect you as well as us. Customers should not purchase any commodity from a marketer without an agreement because they will be at risk for penalties should the supplier fail to live up to obligations.

*Q: When and how often will I be billed?*

A: Initially, there may be up to a two month delay from the time you enroll or start to receive service to the time you receive your first bill. This is due to timing with the utility company enrollment requirements. You can expect a monthly invoice thereafter.

*Q: Can I be changed to another marketer without my consent?*

A: No. Deregulation laws contain strong consumer protection features that prohibit "slamming". There are severe penalties for marketers who engage in this practice. Slamming is the involuntary switching of a customer from one supplier to another.

*Q: What are GSA charges/credits?*

A: Gas Settlement Adjustment (GSA) either credits or debits your account for the value of natural gas usage that differs from your contracted quantity.

Please Remit Payment To:

Hess Corporation  
PO Box 905243  
Charlotte, NC 28290-5243

Definitions:

**Board of Public Utilities-** State agency responsible for regulating local utility companies. (may also be called Public Service Commission)

**Burner Tip-** Point where natural gas is ultimately used by the customer (the meter).

**CCF-** 100 cubic feet of gas. This is a measure of gas usage.

**City Gate-** Physical connection of an interstate pipeline and the pipeline of the local natural gas utility

**Commodity Charge-** The cost of natural gas/electricity provided to you during the billing period.

**Distribution Utility (LDC/EDC)-** A retail natural gas/electricity distribution company that delivers natural gas/electricity to end-users.

**Kilowatt (kW)-** One thousand (1,000) watts. A unit of measure of the amount of electricity needed to operate given equipment.

**Kilowatt-hour (kWh)-** The most commonly used unit of measure telling the amount of electricity consumed over time. It means one kilowatt of electricity supplied for one hour.

**Line Loss-** The difference between the amount of commodity (natural gas) brought to the city gate, versus the amount of commodity usage reported at the meter (burner tip). Line loss was previously included by the utility in your total pricing. Line loss is a regulated charge based on percentages determined by each utility to compensate for the utility's pipeline system loss.

**Local Distribution Company (LDC/EDC) charges-** The fee assessed by the local utility for delivery of natural gas/electricity to the customer's home or business through utility's distribution lines. In most cases this charge is billed separately by the utility.

**Meter-** A device for measuring levels and volumes of a customer's natural gas and electricity usage. The local utility retains responsibility for reading and maintaining these meters.

**MMBTU-** Million British thermal units, which is a heating equivalent measure for natural gas and is an alternative measure of natural gas reserves.

**No Utility Data Available-** If this appears on your bill, we were unable to obtain usage data for your meter from the local utility company. Your next bill will show usage data for this unread period and the next reading period.

**Therm-** One hundred thousand (100,000) British thermal units (1 Therm= 100,000 Btu)

HessEnergy.com has a multitude of features and tools for you, making account management easier than ever before. The online Customer Center never closes, giving you the chance to manage your account at your own convenience. Listed below are a few of the benefits that customers are currently receiving online:



- User-friendly access to your account 24/7
- Personalized dashboards containing an overview of your account
- Manage multiple accounts under one or separate profiles
- View current invoices before you receive them in the mail or retrieve historic invoices
- Compare your usage over time
- Direct access to your account balance
- And more.

Visit [www.HessEnergy.com](http://www.HessEnergy.com) to get started today.

# **EXHIBIT 7**



**NEW HAMPSHIRE CUSTOMER DISCLOSURE STATEMENT**

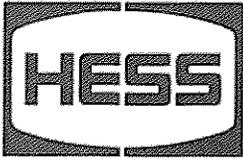
To the Commodity Master Agreement between  
Hess Corporation and [REDACTED]

Dated 07/01/2010

Competitive Natural Gas Supplier ("CNGS") Information	Hess Corporation, One Hess Plaza, Woodbridge, NJ 07095. Phone: 1-800-HESS-USA; Website: www.hessenergy.com
Commission Information	For general inquiries related to your rights and responsibilities, contact the New Hampshire Public Utility Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; (800) 852-3793.
Fixed or Variable Price	The "Purchase Price" is individually tailored and negotiated. For the exact price, please see the "Purchase Price" Section in the attached Transaction Confirmation.
Billing, Payment Date and Amount of Late Payment Fee	"Section 4. Billing and Payment" sets forth the billing terms, payment due date, the Interest Rate for late payments and the calculation of any costs incurred in collecting payment.
Length of the agreement and end date	The Agreement may only terminate upon notice (provided that notice is not required in a Bankruptcy situation). The "Delivery Period" is individually tailored and negotiated. For the exact length of the Transaction and end date, please see the "Delivery Period" Section and/or the "Special Provisions" Section in the attached Transaction Confirmation. The Customer may change its CNGS, upon the requisite notice at the end of the "Delivery Period," as stated the "Delivery Period" Section and/or the "Special Provisions" Section in the attached Transaction Confirmation. However, there are no contractual rights to rescind during the Delivery Term without penalty or without calculation of a Liquidation
Amount of Early Termination Fee and method of Calculation	In "Section 12. Remedies" of the Agreement the non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Liquidation Value for each Transaction and aggregate all amounts owing between the parties under this Agreement or any other energy-related agreements between the Parties and their affiliates.
Dispute Resolution	"Section 6. Disputes" of the Agreement provides for the dispute resolution procedure available under the Agreement.
Deposit Requirements	Deposit requirements are individually tailored and negotiated. For specific information regarding deposits, please see the "Special Provisions" Section in the attached Transaction Confirmation and/or "Section 10. Financial Responsibility" of the Agreement.
Confidential Customer Information	Hess will not release confidential information about Buyer without Buyer's written consent. Please see the "Special Provisions" Section in the attached Transaction Confirmation for type of information Hess will not disclose.

Buyer's Initials: \_\_\_\_\_

Hess Corporation Initials: \_\_\_\_\_



# HESS CORPORATION

One Hess Plaza, Woodbridge, NJ 07095

Phone: 1-800-HESS-USA

[www.hessenergy.com](http://www.hessenergy.com)

Marketer Name [REDACTED]

Date 11/29/2011

Time 5:06:07PM

### CUSTOMER INFORMATION

Customer Name [REDACTED]

New  Renewal

Contact Name

Billing Contact

Address

Billing Address

Telephone

Fax

Telephone

Fax

### NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Hess Corporation ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated 07/01/2010 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

#### Service Locations

(Additional pages may be attached if necessary)

#### Service Address

#### Utility Account No

#### Rate

[REDACTED]

[REDACTED]

[REDACTED]

#### Delivery Period

Begin: 01/01/2013

End: 12/31/2013

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.

#### Delivery Point

ENER/ENER TGP DCQ

#### Contract Quantity (Dth)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

_____	Daily	x	_____	Monthly
January			[REDACTED]	July
February				August
March				September
April				October
May				November
June				December

#### Tax Exemption Status

[ \_\_\_ Non-exempt ] [ \_\_\_ Exempt ] If exempt, must attach certificate.

#### Purchase Price

Nymex Plus: [REDACTED]

#### Special Provisions

NYMEX PlusPricing: Your "Responsible Trigger Contact(s)" have been identified as national accounts

[REDACTED]

[nationalaccounts@hess.com]. Seller will generate a Trigger Confirmation to be sent to your Responsible Trigger Contact each time the Commodity charge is fixed. Each such Trigger Confirmation is to be regarded as a part of this Transaction Confirmation. All transactions are binding upon execution. Any notices regarding those transactions must be sent to trigger@hess.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Hess Account Manager.

The Purchase Price of the Contract Quantities will equal the sum of a "Commodity" charge and a "Basis" charge. Subject to the date restrictions below. The per Dth Commodity charge may be set by agreement of the parties at any time prior to 1:00 PM on the expiration date of the applicable month's New York Mercantile Exchange ("NYMEX") futures contract. If the parties do not agree on a price by 1:00 PM on the expiration date for the applicable month, the Commodity charge for that month will default to the settlement price on the expiration date of the month's NYMEX natural gas futures contract. The Basis charge will be [REDACTED] per Dth for the Purchase Period.

Date Restrictions: Buyer acknowledges that the Commodity charge may not be set (fixed) for more than 36 months but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which you may fix your Commodity charge, and is posted on the secure section of HessEnergy.com. The Max Commodity Date is currently [REDACTED]. The Seller reserves the right to amend these date restrictions at its sole discretion.

The Buyer acknowledges that it is acting for its own account, and it has made its own independent decisions and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation, nor will any communication (written or oral) received from the Seller be deemed to be an assurance or guarantee as to any results expected from executing this Transaction Confirmation.

**Change in Utility Account Numbers:**

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

**NEW HAMPSHIRE:**

In case of emergencies or leaks please contact your local Utility directly. For inquiries related to your purchase please contact Hess at the address above. For general inquiries related to your rights and responsibilities, contact the New Hampshire Public Utility Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; (800) 852-3793.

Upon any discontinuance of service by Hess, Hess will return the Customer to full Utility service by the next effective drop date permitted by the Utility and upon at least thirty (30) days prior notice. Buyer has the right to change Competitive Natural Gas Suppliers, subject to the terms of this Agreement.

Seller will not release confidential information about Buyer without Buyer's written consent. For purposes of this Agreement, confidential information includes: (1) Buyer's name, address and telephone number; (2) usage data; and (3) Buyer's payment information.

**Delivery Point:**

Consistent with FERC requirements, Seller shall have the right (but not the obligation), to select or change a Delivery Point to a point where Buyer may receive Gas that is outside the jurisdictional limits of the municipality or other jurisdiction where a Service Location under this Transaction Confirmation is located, which shall constitute a Delivery Point at which title, control, possession and risk of loss will pass to Buyer as further provided in the Agreement.



PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 866-743-1038 .



SELLER: Hess Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT 8**

CONFIDENTIAL

Count of NG Ship To ID	
Broker Name	Total
ARC ENERGY CONSULTING, LLC	1
Competitive Energy Services	21
E SOURCE	1
Energy Management Services	2
Energy Rebate	1
Energy Trust	1
Fuel Management Services	1
Health Trust Purchasing Group	3
James Devaney Fuel Company	9
LPB Energy Consulting Inc.	45
Patriot Energy Group	12
Risk Services Group, Inc.	12
Siemens	1
Summit Energy	3
Supreme Energy	3
UMG Incorporated	9
Grand Total	125

# **EXHIBIT 9**

**CERTIFICATION**

I, John A. Gartman, hereby certify that I am Senior Vice President of Energy Marketing of Hess Corporation, and have been authorized to file this application for re-registration as a Competitive Natural Gas Supplier in New Hampshire.

I hereby certify that I have reviewed all of the statements contained in this re-registration application and accompanying exhibits and that the matters set forth herein are true and correct to the best of my knowledge, information or belief, and that I know of no material omission.

Dated this 19<sup>th</sup> day of December, 2011 at Woodbridge, New Jersey.

Signature:   
John A. Gartman  
Senior Vice President of Energy Marketing  
Hess Corporation

Notarization:  


COLLEEN M. FROST  
ID No. 2298543  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Apr. 1, 2013